The Honorable Robert S. Lasnik

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANDREA SCHMITT; ELIZABETH MOHUNDRO; and O.L. by and through her parents, J.L. and K.L., each on their own behalf, and on behalf of all similarly situated individuals, Plaintiffs, v. KAISER FOUNDATION HEALTH PLAN OF WASHINGTON; KAISER FOUNDATION HEALTH PLAN OF WASHINGTON OPTIONS, INC.; KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST; and KAISER FOUNDATION HEALTH PLAN, INC., Defendants.	NO. 2:17-cv-1611-RSL SUPPLEMENTAL DECLARATION OF ELEANOR HAMBURGER IN SUPPORT OF PLAINTIFFS' MOTION FOR LEAVE TO FILE FIFTH AMENDED COMPLAINT **Note on Motion Calendar: April 14, 2023** **CONFIDENTIAL EXHIBIT F FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER (Dkt. No. 16)**

I, Eleanor Hamburger, declare under penalty of perjury and in accordance with the laws of the State of Washington and the United States that:

1. I am a partner at Sirianni Youtz Spoonemore Hamburger PLLC and am one of the attorneys for plaintiffs in this action.

2. I first requested depositions of multiple Kaiser employees on January 11, 2023. When Kaiser's counsel did not respond, I sent a second request on February 21, 2023, and raised the issue that Kaiser's delay in scheduling these depositions could

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER PLLC
3101 WESTERN AVENUE, SUITE 350
SEATTLE, WASHINGTON 98121
TEL. (206) 223-0303 FAX (206) 223-0246

impact the expert witness deadline. Kaiser's counsel then responded, and after a telephone conversation, I waited for proposed dates from Kaiser's counsel. A true and correct copy of the emails related to these communications is attached as ***Exhibit A***.

3. On March 8, 2023, Kaiser's counsel responded with dates in the first two weeks of April and Kaiser drafted and proposed an extension of case scheduling deadlines, based upon the parties' mutual agreement. A true and correct copy of the email from Kaiser's counsel on March 8, 2023 is attached as ***Exhibit B***.

4. Attached as ***Exhibit C*** is a true and correct copy of the 2020 Kaiser Foundation Health Plan of Washington Options Evidence of Coverage under which Plaintiff O.L. was insured.

5. Attached as ***Exhibit D*** is a true and correct copy of the Kaiser Permanente Cochlear Implants/Implanted Hearing Devices Health Plan Policy for Non-Medicare Policies, last revised 07/31/2022, produced in discovery by Kaiser.

6. Attached as ***Exhibit E*** is a true and correct excerpt of the deposition of Susan Porter, Au.D., a Kaiser audiologist who is presently the Business Service Line Manager for Eye Care and Audiology.

7. On April 11, 2023, I took the deposition of Jodi Russell, Kaiser's Director of Data Reporting and Analytics for Actuarial Services. The transcript for the deposition is not yet available. Ms. Russell identified two analyses related to coverage of hearing aids conducted by Kaiser, both in 2021. The first analysis is the one identified by Ms. Russell in her declaration, Dkt. No. 103, and located under seal at Dkt. 104. This analysis was conducted by Kaiser for legislative purposes in response to pending legislation in Washington that would have mandated coverage of hearing aids.

SIRIANNI YOUTZ
SPOONEMORE HAMBURGER PLLC
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SEATTLE, WASHINGTON 98121
TEL. (206) 223-0303 FAX (206) 223-0246

8. At the same time, Kaiser conducted an analysis to be used for its internal pricing of the large group hearing aid riders. This analysis was based on actual claims data related to hearing aids.

9. The analysis conducted for legislative purposes was based on a methodology that Ms. Russell identified as flawed. *See* Dkt. No. 103. Ms. Russell detailed additional issues with the methodology in her deposition on April 11, 2023.

10. The internal analysis based on actual claims data shows that the cost of adding coverage for hearing aids and related treatment is significantly less than the cost estimated in the legislative analysis.

11. Attached as ***Exhibit F*** is a true and correct excerpt of the internal Kaiser analysis in 2021. This document is a printout of two tabs to an Excel spreadsheet labeled EXHIBIT 36 CONFIDENTIAL KAISER_003601 and is filed under seal.

DATED this 14th day of April, 2023, at Seattle, Washington.

/s/ Eleanor Hamburger

Eleanor Hamburger, WSBA #26478
SIRIANNI YOUTZ SPOONEMORE HAMBURGER PLLC
3101 Western Avenue, Suite 350
Seattle, WA 98121
Tel. (206) 223-0303; Fax (206) 223-0303
Email: ehamburger@sylaw.com

Attorneys for Plaintiffs

Exhibit A

From: Ele Hamburger
To: Medora A. Marisseau
Cc: Mark Bailey; Joshua M. Howard; Daniel Gross; Rick Spoonemore; John Waldo
Subject: RE: [External] Schmitt v. Kaiser
Date: Thursday, February 23, 2023 9:22:00 AM

Hi Medora,

I can see that I drafted the deposition notice on the other Rule 30(b)(6)s but did not finalize. I will finish today and get it to you along with a stipulation about the extension on the expert witness reports. I will also take a look at the Cindy Tuklin/Rule 30(b)(6) issue.

Please let me know the dates for the remaining folks as soon as possible. Regarding Benjamin Gilham, I can take his deposition when he returns from parenting leave.

Thanks,

Ele

From: Medora A. Marisseau <mmarisseau@karrtuttle.com>
Sent: Wednesday, February 22, 2023 1:34 PM
To: Ele Hamburger <ele@sylaw.com>
Cc: Mark Bailey <mbailey@karrtuttle.com>; Joshua M. Howard <jhoward@karrtuttle.com>; Daniel Gross <Daniel@sylaw.com>; Rick Spoonemore <rick@sylaw.com>; John Waldo <johnfwaldo@hotmail.com>
Subject: RE: [External] Schmitt v. Kaiser

Calling you direct works. Thanks,

Medora A. Marisseau
Attorney at Law | mmarisseau@karrtuttle.com | Office: 206.224.8045 | Fax: 206.682.7100
Karr Tuttle Campbell | 701 Fifth Avenue, Suite 3300 | Seattle, WA 98104 | www.karrtuttle.com
Global Resources for KTC Clients, Law Firm Alliance

From: Ele Hamburger <ele@sylaw.com>
Sent: Wednesday, February 22, 2023 1:22 PM
To: Medora A. Marisseau <mmarisseau@karrtuttle.com>
Cc: Mark Bailey <mbailey@karrtuttle.com>; Joshua M. Howard <jhoward@karrtuttle.com>; Daniel Gross <Daniel@sylaw.com>; Rick Spoonemore <rick@sylaw.com>; John Waldo <johnfwaldo@hotmail.com>
Subject: RE: [External] Schmitt v. Kaiser

Should I set up a call in number or will you just give me a ring at 206-214-6657?

From: Medora A. Marisseau <mmarisseau@karrtuttle.com>

Sent: Wednesday, February 22, 2023 1:20 PM
To: Ele Hamburger <ele@sylaw.com>
Cc: Mark Bailey <mbailey@karrtuttle.com>; Joshua M. Howard <jhoward@karrtuttle.com>; Daniel Gross <Daniel@sylaw.com>; Rick Spoonemore <rick@sylaw.com>; John Waldo <johnfwaldo@hotmail.com>
Subject: RE: [External] Schmitt v. Kaiser

Great. Let's plan on 9

Medora A. Marisseau
Attorney at Law | mmarisseau@karrtuttle.com | Office: 206.224.8045 | Fax: 206.682.7100
Karr Tuttle Campbell | 701 Fifth Avenue, Suite 3300 | Seattle, WA 98104 | www.karrtuttle.com
Global Resources for KTC Clients, Law Firm Alliance

From: Ele Hamburger <ele@sylaw.com>
Sent: Wednesday, February 22, 2023 1:08 PM
To: Medora A. Marisseau <mmarisseau@karrtuttle.com>
Cc: Mark Bailey <mbailey@karrtuttle.com>; Joshua M. Howard <jhoward@karrtuttle.com>; Daniel Gross <Daniel@sylaw.com>; Rick Spoonemore <rick@sylaw.com>; John Waldo <johnfwaldo@hotmail.com>
Subject: RE: [External] Schmitt v. Kaiser

Sure – I can talk at 9 am tomorrow or after 3:30.

Ele

From: Medora A. Marisseau <mmarisseau@karrtuttle.com>
Sent: Wednesday, February 22, 2023 12:46 PM
To: Ele Hamburger <ele@sylaw.com>
Cc: Mark Bailey <mbailey@karrtuttle.com>; Joshua M. Howard <jhoward@karrtuttle.com>; Daniel Gross <Daniel@sylaw.com>; Rick Spoonemore <rick@sylaw.com>; John Waldo <johnfwaldo@hotmail.com>
Subject: Re: [External] Schmitt v. Kaiser

Hi Ele. Can we get a call set up since this is quite a list and I suspect you don't need all of these folks . I'm open tomorrow am.

Sent from my iPhone

Medora A. Marisseau
Attorney at Law | mmarisseau@karrtuttle.com | Office: 206.224.8045 | Fax: 206.682.7100
Karr Tuttle Campbell | 701 Fifth Avenue, Suite 3300 | Seattle, WA 98104 | www.karrtuttle.com
Global Resources for KTC Clients, Law Firm Alliance

On Feb 21, 2023, at 11:56 AM, Ele Hamburger <ele@sylaw.com> wrote:

Hi Medora,

I know you are filing your response to class certification today, but we really need to move forward on these depositions. Please get me dates as soon as possible or I will start noting them up. We need to have them before the expert witness report deadline (which may need to be moved if we can't make these depositions happen right away).

Thanks,

Ele

From: Ele Hamburger
Sent: Wednesday, January 11, 2023 4:11 PM
To: Medora A. Marisseau <mmarisseau@karrtuttle.com>; Mark Bailey <mbailey@karrtuttle.com>; Joshua M. Howard <jhoward@karrtuttle.com>
Cc: Daniel Gross <Daniel@sylaw.com>; Rick Spoonemore <rick@sylaw.com>; John Waldo <johnfwaldo@hotmail.com>
Subject: Schmitt v. Kaiser

Dear Medora, Mark and Joshua,

We would like to get some additional depositions scheduled:

1. Susan Porter Au.D.
2. Benjamin Gilham
3. Jodi Russell
4. David Liebert
5. Cindy Tuklin
6. Amy Nowack
7. Rule 30(b)(6) of Kaiser Foundation Health Plan Inc.
8. Rule 30(b)(6) of Kaiser Foundation Health Plan of the Northwest

I will send you the topics for 7 and 8 on Friday. I expect the Porter and Gilham depositions to take half days. The other depositions can be scheduled three to a day. Please provide me with some dates that work for these individuals so we can get them scheduled. If they are no longer with Kaiser, please let me know and I will reach out to them directly.

We will also be sending over additional written discovery shortly.

Thank you,

Ele

Ele Hamburger
SIRIANNI YOUTZ
SPOONEMORE HAMBURGER PLLC
3101 WESTERN AVENUE, SUITE 350
SEATTLE, WASHINGTON 98121

DIRECT LINE: (206) 838-1809
GENERAL OFFICE: (206) 223-0303
FACSIMILE: (206) 223-0246
E-MAIL: ehamburger@sylaw.com
WEBSITE: www.sylaw.com

I am presently working remotely but regularly checking voice messages left on my direct line.

Exhibit B

From: Medora A. Marisseau
To: Ele Hamburger
Cc: Luci E. Brock; Jan Likit; Mark Bailey
Subject: [External] Schmitt v. Kaiser - depositions and deadlines
Date: Wednesday, March 8, 2023 9:37:38 AM
Attachments: Kaiser"s stipulated motion to extend time re pre-trial deadlines(5347413.v1).docx

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Hi Ele. I have connected with everyone on your list of deponents. Some have little or nothing to add, but I still obtained dates for them. Here are the available dates:

1. Susan Porter – available on either April 5 or 6.
2. Jodi Russell- available the week of April 10th
3. David Liebert-available April 13 or 14. Requests am start. I note Mr. Liebert works and lives in Oregon.
4. Cindy Tulpin-available week of April 10. Needs am start (works 6am-2:30)
5. Amy Nowik-available April 13 or 14.

I will want to take your clients' depositions as well as any experts you are relying on. My expectation is that we can take those sometime in mid to late May. Please advise.

Based on our discussions, I have drafted a stipulation re: extension of certain pretrial deadlines. Please advise. I'm not sure if Judge Lasnik will require us to include a rationale, if so , I think we can say the order of discovery to be competed requires extension of the deadlines, or something like that. Just let me know. Thanks.

Medora A. Marisseau
Attorney at Law | mmarisseau@karrtuttle.com | Office: 206.224.8045 | Fax: 206.682.7100
Karr Tuttle Campbell | 701 Fifth Avenue, Suite 3300 | Seattle, WA 98104 | www.karrtuttle.com
Global Resources for KTC Clients, Law Firm Alliance

Exhibit C

KAISER PERMANENTE®

Kaiser Foundation Health Plan of Washington Options, Inc.

Group Medical Coverage Agreement

Kaiser Foundation Health Plan of Washington Options, Inc. KFHPWAO registered under the laws of the State of Washington, furnishing health care coverage on a prepayment basis. The Group identified below wishes to purchase such coverage. This Group Medical Coverage A Group luding the rights and responsibilities of the contracting parties; requirements for enrollment and eligibility; and benefits to which those enrolled under this Group Agreement are entitled.

The Group Medical Coverage Agreement between KFHPWAO and the Group consists of the following:

- Standard Provisions
- Evidence of Coverage

The Richmark Company, #6518800

This Group Agreement will continue in effect until terminated or renewed as herein provided for and is effective October 1, 2020.

Standard Provisions

1. **KFHPWAO agrees to provide benefits as set forth in the attached Evidence of Coverage (EOC) to enrollees of the Group.**

2. **Monthly Premium Payments.**
For the initial term of this Group Agreement, the Group shall submit to KFHPWAO for each Member the monthly premiums set forth in the current Premium Schedule and a verification of enrollment. Payment must be received on or before the due date and is subject to a grace period of 10 days. Premiums are subject to change by KFHPWAO upon 30 days written notice. Premium rates will be revised as a part of the annual renewal process.

   KFHPWAO reserves the right to re-rate this benefit package if the demographic characteristics change by more than 15%.

3. **Dissemination of Information.**
Unless the Group has accepted responsibility to do so, KFHPWAO will disseminate information describing benefits set forth in the EOC attached to this Group Agreement.

4. **Identification Cards.**
KFHPWAO will furnish cards, for identification purposes only, to all Members enrolled under this Group Agreement.

5. **Administration of Group Agreement.**
KFHPWAO may adopt reasonable policies and procedures to help in the administration of this Group Agreement. This may include, but is not limited to, policies or procedures pertaining to benefit entitlement and coverage determinations.

6. **Modification of Group Agreement.**
Except as required by federal and Washington State law, this Group Agreement may not be modified without agreement between both parties.

   No oral statement of any person shall modify or otherwise affect the benefits, limitations and exclusions of this Group Agreement, convey or void any coverage, increase or reduce any benefits under this Group Agreement or be used in the prosecution or defense of a claim under this Group Agreement.

7. **Indemnification.**
KFHPWAO agrees to indemnify and hold the Group harmless against all claims, damages, losses and expenses, including rea KFHPWAO negligent performance or willful misconduct of its directors, officers, employees and agents of their express obligations under this Group Agreement.

   The Group agrees to indemnify and hold KFHPWAO harmless against all claims, damages, losses and expenses, in
performances or willful misconduct of its directors, officers, employees and agents of their express obligations under this Group Agreement.

   The indemnifying party shall give the other party prompt notice of any claim covered by this section and provide reasonable assistance (at its expense). The indemnifying party shall have the right and duty to assume the control of the defense thereof with counsel reasonably acceptable to the other party. Either party may take part in the defense at its own expense after the other party assumes the control thereof.

8. **Compliance With Law.**
The Group and KFHPWAO shall comply with all applicable state and federal laws and regulations in performance of this Group Agreement.

This Group Agreement is entered into and governed by the laws of Washington State, except as otherwise pre-empted by ERISA and other federal laws.

9. Governmental Approval.
If KFHPWAO has not received any necessary government approval by the date when notice is required under this Group Agreement, KFHPWAO will notify the Group of any changes once governmental approval has been received. KFHPWAO may amend this Group Agreement by giving notice to the Group upon receipt of government approved rates, benefits, limitations, exclusions or other provisions, in which case such rates, benefits, limitations, exclusions or provisions will go into effect as required by the governmental agency. All amendments are deemed accepted by the Group unless the Group gives KFHPWAO written notice of non-acceptance within 30 days after receipt of amendment, in which event this Group Agreement and all rights to services and other benefits terminate the first of the month following 30 days after receipt of non-acceptance.

10. Grandfathered Health Plans.
For any coverage identified in an EOC as a "grandfathered health plan" under the Patient Protection and Affordable Care Act (a/k/a the ACA), Group must immediately inform KFHPWAO if this coverage does not meet (or no longer meets) the requirements for grandfathered status including but not limited to any change in its contribution rate to the cost of any grandfathered health plan(s) during the plan year. Group represents that, for any coverage ide OC, Group has not decreased its contribution rate more than five percent (5%) for any rate tier for such grandfathered health plan when compared to the contribution rate in effect on March 23, 2010 for the same plan. Health Plan will rely on sentation in issuing and/or continuing any and all grandfathered health plan coverage.

11. Confidentiality.
Each party acknowledges that performance of its obligations under this Group Agreement may involve access to and disclosure of data, procedures, materials, lists, systems and information, including medical records, employee benefits information, employee addresses, social security numbers, e-mail addresses, phone numbers and other confidential The information shall be kept strictly confidential and shall not be disclosed to any third party other than: (i) representatives of the receiving party (as permitted by applicable state and federal law) who have a need to know such information in order to perform the services required of such party pursuant to this Group Agreement, or for the proper management and administration of the receiving party, provided that such representatives are informed of the confidentiality provisions of this Group Agreement and agree to abide by them, (ii) pursuant to court order or (iii) to a designated public official or agency pursuant to the requirements of federal, state or local law, statute, rule or regulation. The disclosing party will provide the other party with prompt notice of any request the disclosing party receives to disclose information pursuant to applicable legal requirements, so that the other party may object to the request and/or seek an appropriate protective order against such request. Each party shall maintain the confidentiality of medical records and confidential patient and employee information as required by applicable law.

12. HIPAA.

Definition of Terms. Terms used, but not otherwise defined, in this section shall have the same meaning as those terms have in the Health Insur

Transactions Accepted. KFHPWAO will accept Standard Transactions, pursuant to HIPAA, if the Group elects to transmit such transactions. The Group shall ensure that all Standard Transactions transmitted to KFHPWAO nce with HIPAA standards for electronic transactions. The Group shall indemnify KFHPWAO for any breach of this section by the Group.

13. Termination of Entire Group Agreement.
This is a guaranteed renewable Group Agreement and cannot be terminated without the mutual approval of each of the parties, except in the circumstances set forth below.

a. **Nonpayment or Non-Acceptance of Premium.** Failure to make any monthly premium payment or contribution in accordance with Subsection 2. above shall result in termination of this Group Agreement as e to accept the revised premiums provided as part of the annual renewal process shall be considered nonpayment and result in non-renewal of this Group Agreement. The Group may terminate this Group Agreement upon 15 days written notice of premium increase, as set forth in Subsection 2. above.

b. **Misrepresentation.** KFHPWAO may rescind or terminate this Group Agreement upon written notice in the event that intentional misrepresentation, fraud or omission of information was used in order to obtain Group coverage. Either party may terminate this Group Agreement in the event of intentional misrepresentation, fraud or omission of information by the other party in performance of its responsibilities under this Group Agreement.

c. **Underwriting Guidelines.** KFHPWAO may terminate this Group Agreement in the event the Group no longer meets underwriting guidelines established by KFHPWAO that were in effect at the time the Group was accepted.

d. **Federal or State Law**. KFHPWAO may terminate this Group Agreement in the event there is a change in federal or state law that no longer permits the continued offering of the coverage described in this Group Agreement.

14. Withdrawal or Cessation of Services.

a. KFHPWAO may determine to withdraw from a Service Area or from a segment of its Service Area after KFHPWAO has demonstrated to the Washington State Office of the Insurance Commissioner that KFHPWAO ministrative capacity to service the covered Members would be exceeded.

b. KFHPWAO may determine to cease to offer th
plan offered to all covered Members within that line of business that includes all of the health care services covered under the replaced plan and does not significantly limit access to the services covered under the replaced plan. KFHPWAO may also allow unrestricted conversion to a fully comparable KFHPWAO product.

KFHPWAO will provide written notice to each covered Member of the discontinuation or non-renewal of the plan at least 90 days prior to discontinuation.

15. Limitation on Enrollment.
The Group Agreement will be open for applications for enrollment as described in the group master application. Subject to prior approval by the Washington State Office of the Insurance Commissioner, KFHPWAO may limit enrollment, establish quotas or set priorities for acceptance of new applications if it determines that KFHPWAO its total enrollment, is not adequate to provide services to additional persons.

16. **Acceptance of Group Agreement.**
The Group agrees as having accepted the terms and conditions of this Group Agreement and any amendments issued during the term of this Group Agreement, upon receipt by KFHPWAO of any amount of premium payment.

Your
Kaiser Foundation Health Plan of Washington Options, Inc.
Evidence of Coverage

KAISER PERMANENTE®

Kaiser Foundation Health Plan of Washington Options, Inc.

2020 Access PPO
Evidence of Coverage

CA-3962a20,

Important Notice Under Federal Health Care Reform

recommends each Member choose a personal physician. This decision is important since the designated personal physician provides or arranges for most The Member has the right to designate any personal physician who participates in one of the KFHPWAO networks information on how to select a personal physician, and for a list of the participating personal physicians, please call Kaiser Permanente Member Services at (206) 630-4636 in the Seattle area, or toll-free in Washington, 1-888-901-4636.

For children, the Member may designate a pediatrician as the primary care provider.

The Member does not need Preauthorization from KFHPWAO or from any other person (including a personal physician) to access obstetrical or gynecological care from a health care professional in the KFHPWAO network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining Preauthorization for certain services, following a pre-approved treatment plan. For a list of participating health care professionals who specialize in obstetrics or gynecology, please call Kaiser Permanente Member Services at (206) 630-4636 in the Seattle area, or toll-free in Washington, 1-888-901-4636.

Women's health and cancer rights

If the Member is receiving benefits for a covered mastectomy and elects breast reconstruction in connection with the mastectomy, the Member will also receive coverage for:

- All stages of reconstruction of the breast on which the mastectomy has been performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses.
- Treatment of physical complications of all stages of mastectomy, including lymphedemas.

These services will be provided in consultation with the Member and the attending physician and will be subject to the same Cost Shares otherwise applicable under the Evidence of Coverage (EOC).

Statement of Rights Under the Newborns' and Mothers' Health Protection Act

Carriers offering group health coverage generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the or newborn earlier than 48 hours (or 96 hours as applicable). In any case, carriers may not, under federal law, require that a provider obtain authorization from the carrier for prescribing a length of stay not in excess of 48 hours (or 96 hours). Also, under federal law, a carrier may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

For More Information

KFHPWAO will provide the information regarding the types of plans offered by KFHPWAO to Members on request. Please call Kaiser Permanente Member Services at (206) 630-4636 in the Seattle area, or toll-free in Washington, 1-888-901-4636.

Table of Contents

I. Introduction

This EOC is a statement of benefits, exclusions and other provisions as set forth in the Group medical coverage agreement between Kaiser Foundation Health Plan of Washington Options, Inc. KFHPWAO and the Group. The benefits were approved by the Group who contracts with KFHPWAO for health care coverage. This EOC is not the Group medical coverage agreement itself. In the event of a conflict between the Group medical coverage agreement and the EOC, the EOC language will govern.

The provisions of the EOC must be considered together to fully understand the benefits available under the EOC. Words with special meaning are capitalized and are defined in Section XII.

Contact Kaiser Permanente Member Services at 206-630-4636 or toll-free 1-888-901-4636 for benefits questions.

II. How Covered Services Work

A. Accessing Care.

1. Members are entitled to Covered Services from the following:

- Your Provider Network is KFHPWAO Access PPO Preferred Provider Network, referred to as PP .
  - Standard in-network benefits apply to any Preferred Provider
  - Enhanced in-network benefits apply when a Members utilizes designated integrated providers (Kaiser Permanente Medical Centers and providers or other designated providers as identified in the Provider Directory). These providers provide services at the lowest cost share as stated in Section IV.
- Care provided by an Out-of-Network Provider, except prescription drugs. Coverage provided by an Out-of-Network Provider is limited to the Allowed Amount.
  - Out-of-Country providers are limited to Emergency services and urgent care only when provided by a provider who meets licensing and certification requirements established where the provider practices.

Benefits paid under one option will not be duplicated under the other option.

Benefits under this EOC will not be denied for any health care service performed by a registered nurse licensed to practice under chapter 18.88 RCW, if first, the service performed was within the lawful scope of EOC would have provided benefit if such service had been performed by a doctor of medicine licensed to practice under chapter 18.71 RCW.

In order for services to be covered at the highest benefit levels, services must be obtained from PPN Facilities or Preferred Providers, except for Emergency services. Emergency services will always be covered at the in-network (PPN) level.

A listing of Access PPO Preferred Providers is available by contacting Member Services or accessing the KFHPWAO website at www.kp.org/wa. On the website, Enhanced providers include an asterisk on the . For assistance searching the website for the providers providing Enhanced in-network benefits, please contact Member Services.

KFHPWAO will not directly or indirectly prohibit Members from freely contracting at any time to obtain health care services from Out-of-Network Providers and Out-of-Network Facilities outside the Plan. However, if you choose to receive services from Out-of-Network Providers and Out-of-Network Facilities except as otherwise specifically provided in this EOC, those services will not be covered under this EOC and you will be responsible for the full price of the services. Any amounts you pay for non-covered services will not count toward your Out-of-Pocket Limit.

2. **Primary Care Provider Services.**
KFHPWAO recommends that Members select a personal physician. One personal physician may be selected for an entire family, or a different personal physician may be selected for each family member. For information on how to select or change personal physicians, and for a list of participating personal physicians, call Kaiser Permanente Member Services at (206) 630-4636 in the Seattle area, or toll-free in Washington at 1-888-901-4636 or by accessing the KFHPWAO website at www.kp.org/wa. The change will be made within 24 hours of the receipt of the request if the selected physic eload permits. If a personal physician accepting new Members is not available in your area, contact Kaiser Permanente Member Services, who will ensure you have
office to request they accept new Members.

in Network, the Member will be provided access to the personal physician for up to 60 days following a written notice offering the Member a selection of new personal physicians from which to choose.

3. **Specialty Care Provider Services.**
Members may make appointments with specialists without Preauthorization, except as noted under Section IV. In the event specialty services are not available from a Preferred Provider, Preauthorization is required and Out-of-Network Provider services will be covered at the Preferred Provider Network level.

4. **Hospital Services.**
Refer to Section IV. for more information about hospital services.

5. **Emergency Services.**
Members must notify KFHPWAO by way of the KFHPWAO Emergency notification line (1-888-457-9516 as noted on your member identification card) within 24 hours of any admission, or as soon thereafter as medically possible. Refer to Section IV. for more information about Emergency services.

6. **Process for Medical Necessity Determination.**
Pre-service, concurrent or post-service reviews may be conducted. Once a service has been reviewed, additional reviews may be conducted. Members will be notified in writing when a determination has been made.

First Level Review:

First level reviews are performed or overseen by appropriate clinical staff using KFHPWAO approved clinical review criteria. Data sources for the review include, but are not limited to, referral forms, admission request
multidisciplinary health care team. The clinical information used in the review may include treatment summaries, problem lists, specialty evaluations, laboratory and x-ray results, and rehabilitation service documentation. The Member or legal surrogate may be contacted for information. Coordination of care interventions are initiated as they are identified. The reviewer consults with the requesting physician when more clarity is needed to make an informed medical necessity decision. The reviewer may consult with a board-certified consultative specialist and such consultations will be documented in the review text. If the requested service appears to be inappropriate based on application of the review criteria, the first level reviewer requests second level review by a physician or designated health care professional.

Second Level (Practitioner) Review:

The practitioner reviews the treatment plan and discusses, when appropriate, case circumstances and management options with the attending (or referring) physician. The reviewer consults with the requesting physician when more clarity is needed to make an informed coverage decision. The reviewer may consult with board certified physicians from appropriate specialty areas to assist in making determinations of coverage and/or appropriateness. All such consultations will be documented in the review text. If the reviewer determines that the admission, continued stay or service requested is not a covered service, a notice of non-coverage is issued. Only a physician, behavioral health practitioner (such as a psychiatrist,

doctoral-level clinical psychologist, certified addiction medicine specialist), dentist or pharmacist who has the clinical expertise appropriate to the request under review with an unrestricted license may deny coverage based on medical necessity

B. Administration of the EOC.
KFHPWAO may adopt reasonable policies and procedures to administer the EOC. This may include, but is not limited to, policies or procedures pertaining to benefit entitlement and coverage determinations.

C. Confidentiality.
KFHPWAO is required by federal and state law to maintain the privacy of Member personal and health information. KFHPWAO is required to provide notice of how KFHPWAO may use and disclose personal and health information held by KFHPWAO. The Notice of Privacy Practices is distributed to Members and is available in Kaiser Permanente medical centers, at www.kp.org/wa, or upon request from Member Services.

D. Modification of the EOC.
No oral statement of any person shall modify or otherwise affect the benefits, limitations and exclusions of the EOC, convey or void any coverage, increase or reduce any benefits under the EOC or be used in the prosecution or defense of a claim under the EOC.

E. Nondiscrimination.
KFHPWAO does not discriminate on the basis of physical or mental disabilities in its employment practices and services. KFHPWAO will not refuse to enroll or terminate coverage on the basis of age, sex, race, religion, occupation or health status.

F. Preauthorization.
Refer to Section IV. for more information regarding which services KFHPWAO requires Preauthorization. Preauthorization requests are reviewed and approved based on Medical Necessity, eligibility and benefits. KFHPWAO will generally process Preauthorization requests and provide notification for benefits within the following timeframes:

- Standard requests within 5 calendar days
  - If insufficient information has been provided a request for additional information will be made within 5 calendar days. The provider or facility has 5 calendar days to provide the necessary information. A decision will be made within 4 calendar days of receipt of the information or the deadline for receipt of the requested information.
- Expedited requests within 2 calendar days
  - If insufficient information has been provided a request for additional information will be made within 1 calendar day. The provider or facility has 2 calendar days to provide the necessary information. A decision will be made within 2 calendar days of receipt of the information or the deadline for receipt of the requested information.

G. Recommended Treatment.
KFHPWAO medical director will determine the necessity, nature and extent of treatment to be covered in each individual case and the judgment will be made in good faith. Members have the right to appeal coverage decisions (see Section VIII). Members have the right to participate in decisions regarding their health care. A Member may refuse any recommended services to the extent permitted by law. Members who obtain care not recommended by KFHPWAO KFHPWAO has no obligation for the cost, or liability for the outcome, of such care.

H. Second Opinions.
The Member may access a second opinion regarding a medical diagnosis or treatment plan. The Member may also obtain a second opinion from an Out-of-Network Provider without Preauthorization, subject to Out-of-Network Provider Cost Shares and all other Preauthorization requirements specifically stated within Section IV. Coverage is determined by the Member's EOC; therefore, coverage for the second opinion does not imply that the services or treatments recommended will be covered. Services, drugs and devices prescribed or recommended as a result of the consultation are not covered unless included as covered under the EOC.

I. Unusual Circumstances.
In the event of unusual circumstances such as a major disaster, epidemic, military action, civil disorder, labor disputes or similar causes, KFHPWAO will not be liable for administering coverage beyond the limitations of available personnel and facilities.

Under the PPN option, in the event of unusual circumstances such as those described above, KFHPWAO will make a good faith effort to arrange for Covered Services through available PPN Facilities and personnel. KFHPWAO shall have no other liability or obligation if Covered Services are delayed or unavailable due to unusual circumstances.

Under the Out-of-Network option, if Covered Services are delayed or unavailable due to unusual circumstances such as those described above, KFHPWAO shall have no liability or obligation to arrange for Covered Services.

J. Utilization Management.
All benefits, including travel and lodging reimbursement, are limited to Covered Services that are Medically Necessary and set forth in the EOC. KFHPWAO may review a Member's medical records for the purpose of verifying delivery and coverage of services and items. Based on a prospective, concurrent or retrospective review, KFHPWAO may deny coverage if, in its determination, such services are not Medically Necessary. Such determination shall be based on established clinical criteria and may require Preauthorization.

KFHPWAO will not deny coverage retroactively for services with Preauthorization and which have already been provided to the Member except in the case of an intentional misrepresentation of a material fact by the patient, Member, or provider of services; or if coverage was obtained based on inaccurate, false, or misleading information provided on the enrollment application; or for nonpayment of premiums. Benefits do not require Preauthorization, except as noted under Section IV.

III. Financial Responsibilities

A. Premium.
The Subscriber is liable for payment to the Group of their contribution toward the monthly premium, if any.

B. Financial Responsibilities for Covered Services.
The Subscriber is liable for payment of the following Cost Shares for Covered Services provided to the Subscriber and their Dependents. Payment of an amount billed must be received within 30 days of the billing date. Charges will be for the lesser of the Cost Shares for the Covered Service or the actual charge for that service. Cost Shares will not exceed the actual charge for that service.

1. Annual Deductible.
Covered Services may be subject to an annual Deductible. Charges subject to the annual Deductible shall be borne by the Subscriber during each year until the annual Deductible is met. There is an individual annual Deductible amount for each Member and a maximum annual Deductible amount for each Family Unit. Once the annual Deductible amount is reached for a Family Unit in a calendar year, the individual annual Deductibles are also deemed reached for each Member during that same calendar year.

2. Plan Coinsurance.
After the applicable annual Deductible is satisfied, Members may be required to pay Plan Coinsurance for Covered Services. Coinsurance is calculated on the Allowed Amount.

3. Copayments.
Members shall be required to pay applicable Copayments at the time of service. Payment of a Copayment does not exclude the possibility of an additional billing if the service is determined to be a non-Covered Service or if other Cost Shares apply.

4. Out-of-pocket Limit.
Out-of-pocket Expenses which apply toward the Out-of-pocket Limit are set forth in Section IV. Total Out-of-pocket Expenses incurred during the same calendar year shall not exceed the Out-of-pocket Limit.

C. Financial Responsibilities for Non-Covered Services.
The cost of non-Covered Services and supplies is the responsibility of the Member. The Subscriber is liable for payment of any fees charged for non-Covered Services provided to the Subscriber and their Dependents at the time of service. Payment of an amount billed must be received within 30 days of the billing date.

IV. Benefits Details

Benefits are subject to all provisions of the EOC. Members are entitled only to receive benefits and services that are Medically Necessary and clinically appropriate for the treatment of a Medical Condition as determined by KFHPWAO medical director and as described herein. All Covered Services are subject to case management and utilization management.
diagnosis requires timely coordination.

Under the Out-of-Network option, Members shall be required to pay any difference between the Out-of-Network rge for services and the Allowed Amount.

	Preferred Provider Network	**Out-of-Network**
Annual Deductible	Member pays $1,500 per Member per calendar year or $4,500 per Family Unit per calendar year	Member pays $3,000 per Member per calendar year or $9,000 per Family Unit per calendar year
Coinsurance	**Plan Coinsurance:** Member pays 20% of the Allowed Amount	**Plan Coinsurance:** Member pays 40% of the Allowed Amount
Lifetime Maximum	No lifetime maximum on covered Essential Health Benefits	
Out-of-pocket Limit	Limited to a maximum of $3,500 per Member or $10,500 per Family Unit per calendar year.	No Out-of-pocket Limit; Member pays all cost shares per calendar year
	The following Out-of-Pocket Expenses apply to the Out-of-Pocket Limit: All Cost Shares for Covered Services **The following expenses do not apply to the Out-of-Pocket Limit:** Premiums, charges for services in excess of a benefit, charges in excess of Allowed Amount, charges for non-Covered Services	**The following Out-of-pocket Expenses apply to the Out-of-pocket Limit:** Not applicable **The following expenses do not apply to the Out-of-pocket Limit:** Premiums, charges for services in excess of a benefit, charges in excess of Allowed Amount, charges for non-Covered Services
Pre-existing Condition Waiting Period	No pre-existing condition waiting period	

Acupuncture	**Preferred Provider Network**	**Out-of-Network**
Acupuncture needle treatment, limited to a combined total of 12 visits per calendar year without Preauthorization. No visit limit for treatment for Chemical Dependency.	Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Herbal supplements; reflexology; any services not within the scope of the practit		

Allergy Services	**Preferred Provider Network**	**Out-of-Network**
Allergy testing.	Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Allergy serum and injections.	Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance

Ambulance	**Preferred Provider Network**	**Out-of-Network**
Emergency ground or air transport to any facility.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 20% Plan Coinsurance
Non-Emergency ground or air interfacility transfer. Under the Preferred Provider Network option, non-Emergency ground or air interfacility transfer to or from a Preferred Provider Network Facility when Preauthorized by KFHPWAO. Under the Preferred Provider Network option, hospital-to-hospital ground transfers when Preauthorized by KFHPWAO. Non-emergent air transportation requires Preauthorization.	After Deductible, Member pays 20% Plan Coinsurance **Hospital-to-hospital ground transfers:** No charge, Member pays nothing	After Deductible, Member pays 20% Plan Coinsurance

Cancer Screening and Diagnostic Services	**Preferred Provider Network**	**Out-of-Network**
Routine cancer screening covered as Preventive Services in accordance with the well care schedule established by KFHPWAO and the Patient Protection and Affordable Care Act of 2010. The well care schedule is available in Kaiser Permanente medical centers, at www.kp.org/wa, or upon request from Member Services. See Preventive Services for additional information.	No charge; Member pays nothing	After Deductible, Member pays 40% Plan Coinsurance **Routine Mammography:** After Deductible, Member pays 40% Plan Coinsurance
Diagnostic laboratory and diagnostic services for cancer. See Diagnostic Laboratory and Radiology Services for additional information. Preventive laboratory/radiology services are covered as Preventive Services.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance

Chemical Dependency	**Preferred Provider Network**	**Out-of-Network**
Chemical dependency services including inpatient Residential Treatment; diagnostic evaluation and education; organized individual and group counseling; and/or prescription drugs unless excluded under Sections IV. or V. Chemical dependency means an illness characterized by a physiological or psychological dependency, or both, on a controlled substance and/or alcoholic beverages, and where the user's health is substantially impaired or endangered or	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan

their social or economic function is substantially disrupted. For the purposes of this section, the definition of Medically Necessary shall be expanded to include those services necessary to treat a chemical dependency condition that is emotional, social, medical and/or occupational functioning. Chemical dependency services must be provided at an approved treatment facility or treatment program. Chemical dependency services are limited to the services rendered by a physician (licensed under RCW 18.71 and RCW 18.57), a psychologist (licensed under RCW 18.83), a chemical dependency treatment program licensed for the service being provided by the Washington State Department of Social and Health Services (pursuant to RCW 70.96A), a advance practice psychiatric nurse (licensed under RCW 18.79). Non-Washington State alcoholism and/or drug abuse treatment service providers must meet the equivalent licensing and certification requirements established in the state where the provider's practice is located. Contact Member Services for additional information on Non-Washington State providers. Residential Treatment and court-ordered chemical dependency treatment shall be covered only if determined to be Medically Necessary.	**Group Visits:** No charge; Member pays nothing Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	Coinsurance
Acute chemical withdrawal (detoxification) services for alcoholism and drug abuse. "Acute chemical withdrawal" means withdrawal of alcohol and/or drugs from a Member for whom consequences of abstinence are so severe that they require medical/nursing assistance in a hospital setting, which is needed immediately to prevent serious impairment to the Member's health. Coverage for acute chemical withdrawal (detoxification) is provided without Preauthorization. If a Member is admitted as an inpatient directly from an emergency department, any Emergency services Copayment is waived. Coverage is subject to the hospital services Cost Share. Members must notify KFHPWAO by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible.	**Emergency Services:** After Deductible, Member pays $200 Copayment and 20% Plan Coinsurance **Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance	**Emergency Services:** After PPN Deductible, Member pays $200 Copayment and 20% Plan Coinsurance **Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Experimental or investigational therapies, such as wilderness therapy; facilities and treatments programs which are not certified by the Department of Social Health Services or which are not listed in the Directory of Certified Chemical Dependency Services in Washington State		

Circumcision	Preferred Provider Network	Out-of-Network
Circumcision.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance

Clinical Trials	Preferred Provider Network	Out-of-Network
Notwithstanding any other provision of this document, the Plan provides benefits for Routine Patient Costs of qualified individuals in approved clinical trials, to the extent benefits for these costs are required by federal and state law. Routine patient costs include all items and services consistent with the coverage provided in the plan (or coverage) that is typically covered for a qualified individual who is not enrolled in a clinical trial. Clinical trials are a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted. Clinical trials require Preauthorization.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance

	Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	
Exclusions: Routine patient costs do not include: (i) the investigational item, device, or service, itself; (ii) items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or (iii) a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis		

Dental Services and Dental Anesthesia	**Preferred Provider Network**	**Out-of-Network**
Dental services including accidental injury to natural teeth.	Not covered; Member pays 100% of all charges	Not covered; Member pays 100% of all charges
Dental services in preparation for treatment including but not limited to: chemotherapy, radiation therapy, and organ transplants. Dental services in preparation for treatment require Preauthorization. Dental problems such as infections requiring emergency treatment outside of standard business hours are covered as Emergency Services.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
General anesthesia services and related facility charges for dental procedures for Members who are under 7 years of age or are physically or developmentally disabled or have a office.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance

Exclusions: Dentist
accidental injury to natural teeth, reconstructive surgery to the jaw in preparation for dental implants, dental implants, periodontal surgery; any other dental service not specifically listed as covered

Devices, Equipment and Supplies (for home use)	**Preferred Provider Network**	**Out-of-Network**
• Durable medical equipment: Equipment which can withstand repeated use, is primarily and customarily used to serve a medical purpose, is useful only in the presence of an illness or injury an Durable medical equipment includes hospital beds, wheelchairs, walkers, crutches, canes, blood glucose monitors, external insulin pumps (including related supplies such as tubing, syringe cartridges, cannulae and inserters), oxygen and oxygen equipment, and therapeutic shoes, modifications and shoe inserts for severe diabetic foot disease. KFHPWAO will determine if equipment is made available on a rental or purchase basis. • Orthopedic appliances: Items attached to an impaired body segment for the purpose of protecting the segment or assisting in restoration or improvement of its function. • Ostomy supplies: Supplies for the removal of bodily secretions or waste through an artificial opening. • Post-mastectomy bras/forms, limited to 2 every 6 months. Replacements within this 6 month period are covered when Medically Necessary due to a change in • Prosthetic devices: Items which replace all or part of an external body part, or function thereof. • Sales tax for devices, equipment and supplies. When provided in lieu of hospitalization, benefits will be the greater of benefits available for devices, equipment and supplies, home health or hospitalization. See Hospice for durable medical equipment provided in a hospice setting. Repair, adjustment or replacement of appliances and equipment is covered when Medically Necessary and appropriate.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Arch supports, including custom shoe modifications or inserts and their fittings not related to the treatment of diabetes; orthopedic shoes that are not attached to an appliance; wigs/hair prosthesis; take-home dressings and supplies following hospitalization; supplies, dressings, appliances, devices or services not specifically listed as covered above; same as or similar equipment already in or repair due to loss, theft, breakage from willful damage, neglect or wrongful use, or due to personal preference; structural		

Diabetic Education, Equipment and Pharmacy Supplies	Preferred Provider Network	Out-of-Network
Diabetic education and training.	Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Diabetic equipment: Blood glucose monitors and external insulin pumps (including related supplies such as tubing, syringe cartridges, cannulae and inserters), and therapeutic shoes, modifications and shoe inserts for severe diabetic foot disease. See Devices, Equipment and Supplies for additional information.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance
Diabetic pharmacy supplies: Insulin, lancets, lancet devices, needles, insulin syringes, insulin pens, pen needles, glucagon emergency kits, prescriptive oral agents and blood glucose test strips for a supply of 30 days or less per item. Certain brand name insulin drugs will be covered at the generic level. See Drugs Outpatient Prescription for additional pharmacy information.	**Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name drugs (Tier 2):** Member pays $45 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $65 Copayment Enhanced Benefit: **Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name drugs (Tier 2):** Member pays $40 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $60 Copayment	Not covered; Member pays 100% of all charges

Diabetic retinal screening.	No charge, Member pays nothing	After Deductible, Member pays 40% Plan Coinsurance

Dialysis (Home and Outpatient)	**Preferred Provider Network**	**Out-of-Network**
Dialysis in an outpatient or home setting is covered for Members with acute kidney failure or end-stage renal disease (ESRD).	**Outpatient Services:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Injections administered by a professional in a clinical setting during dialysis.	**Outpatient Services:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Self-administered injectables. See Drugs Outpatient Prescription for additional pharmacy information.	**Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name drugs (Tier 2):** Member pays $45 Copayment	Not covered; Member pays 100% of all charges

	Non-Preferred generic and brand name drugs (Tier 3): Member pays $65 Copayment Enhanced Benefit: **Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name drugs (Tier 2):** Member pays $40 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $60 Copayment	

Drugs - Outpatient Prescription	**Preferred Provider Network**	**Out-of-Network**
Prescription drugs, supplies and devices for a supply of 30 days or less including diabetic pharmacy supplies (insulin, lancets, lancet devices, needles, insulin syringes, insulin pens, pen needles and blood glucose test strips), mental health drugs, self-administered injectables, and routine costs for prescription medications provided in a clinical trial. are consistent with and typically covered by the plan or coverage for a Member who is not enrolled in a clinical trial. All drugs, supplies and devices must be for Covered Services. All drugs, supplies and devices must be obtained at a KFHPWAO-designated pharmacy except for drugs dispensed for Emergency services or for Emergency services obtained outside of the KFHPWAO Service Area, including out of the country. Information regarding KFHPWAO-designated pharmacies is reflected in the KFHPWAO Provider Directory or can be obtained by contacting Kaiser Permanente Member Services. Prescription drug Cost Shares are payable at the time of delivery. Certain brand name insulin drugs are covered at the generic drug Cost Share. Certain drugs are subject to Preauthorization as shown in the Preferred drug list (formulary) available at www.kp.org/wa/formulary.	**Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name drugs (Tier 2):** Member pays $45 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $65 Copayment Enhanced Benefit: **Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name drugs (Tier 2):** Member pays $40 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $60 Copayment	Not covered; Member pays 100% of all charges

Members may be eligible to receive an emergency fill for certain prescription drugs filled outside of KFHPWAO business hours or when KFHPWAO cannot reach the prescriber for consultation. For emergency fills, Members pay the prescription drug Cost Share for each 7-day supply or less, or the minimum packaging size available at the time the emergency fill is dispensed. A list of prescription drugs eligible for emergency fills is available on the pharmacy website at www.kp.org/wa/formulary. Members can request an emergency fill by calling 1-855-505-8107. In order to obtain the enhanced benefits, Members must utilize designated pharmacies, which are reflected in the KFHPWAO Provider Directory, or can be obtained by contacting Kaiser Permanente Member Services.		
Injections administered by a professional in a clinical setting.	Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Over-the-counter drugs not included under Preventive Care or Reproductive Health.	Not covered; Member pays 100% of all charges	Not covered; Member pays 100% of all charges
Mail order drugs dispensed through the KFHPWAO-designated mail order service.	Member pays two times the Enhanced Benefit prescription drug Cost Share for each 90-day supply or less	Not covered; Member pays 100% of all charges
The KFHPWAO Preferred drug list is a list of prescription drugs, supplies, and devices considered to have acceptable efficacy, safety and cost-effectiveness. The Preferred drug list is maintained by a committee consisting of a group of physicians, pharmacists and a consumer representative who review the scientific evidence of these products and determine the Preferred and Non-Preferred status as well as utilization management requirements. Preferred drugs generally have better scientific evidence for safety and effectiveness and are more affordable than Non-Preferred drugs. Members may request a coverage determination by contacting Member Services. Coverage determination reviews may include requests to cover non-preferred drugs, obtain Preauthorization for a specific drug, or exceptions to other utilization management requirements, such as quantity limits.		

Prescription drugs are drugs which have been approved by the Food and Drug Administration (FDA) and which can, under federal or state law, be dispensed only pursuant to a prescription order. These drugs, including off-label use of FDA-approved drugs (provided that such use is documented to be effective in one of the standard reference compendia; a majority of well-designed clinical trials published in peer-reviewed medical literature document improved efficacy or safety of the agent over standard therapies, or over placebo if no standard therapies exist; or by the federal secretary of Health and Human Services) are covered.
American Hospital Formulary Service Drug Information; the American Medical Association Drug Evaluation; the United States Pharmacopoeia Drug Information, or other authoritative compendia as identified from time to time by the federal secretary of Health and Human Services. -
printed in health care journals or other publications in which original manuscripts are published only after having been critically reviewed for scientific accuracy, validity and reliability by unbiased independent experts. Peer-reviewed medical literature does not include in-house publications of pharmaceutical manufacturing companies.

Generic drugs are dispensed whenever available. A generic drug is a drug that is the pharmaceutical equivalent to one or more brand name drugs. Such generic drugs have been approved by the Food and Drug Administration as meeting the same standards of safety, purity, strength and effectiveness as the brand name drug. Brand name drugs are dispensed if there is not a generic equivalent. In the event the Member elects to purchase a brand-name drug instead of the generic equivalent (if available), the Member is responsible for paying the difference in cost in addition to the prescription drug Cost Share.

Drug coverage is subject to utilization management that includes step therapy (when a Member tries a certain medication before receiving coverage for a similar, but non-Preferred medication), limits on drug quantity or days supply and prevention of overutilization, underutilization, therapeutic duplication, drug-drug interactions, incorrect drug dosage, drug-allergy contraindications and clinical abuse/misuse of drugs. If a Member has a new prescription for a chronic condition, the Member may request a coordination of medications so that medications for chronic conditions are refilled on the same schedule (synchronized). Cost-shares for the initial fill of the medication will be adjusted if the fill is less than the standard quantity. The Member pays one-half of the Copayment if a supply of 15 days or less of the prescription is filled. There is no prorated Copayment if 16-30 days supply of the prescription is filled. The Member is charged 1.5 times the Copayment for a supply of more than 30 days.

Specialty drugs are high-cost drugs prescribed by a physician that requires close supervision and monitoring for serious and/or complex conditions, such as rheumatoid arthritis, hepatitis or multiple sclerosis. Specialty drugs must be obtained through KFHPWAO specialty pharmacy vendor and/or network of specialty pharmacies and are covered at the appropriate cost share above. For a list of specialty drugs or more information about KFHPWAO specialty pharmacy network, please go to the KFHPWAO website at www.kp.org/wa/formulary or contact Member Services at 206-630-4636 or toll-free at 1-888-901-4636.

The Member's Right to Safe and Effective Pharmacy Services: State and federal laws establish standards to assure what drugs are covered and the coverage limitations. Members who would like more information about the drug coverage policies, or have a question or concern about their pharmacy benefit, may contact KFHPWAO at 206-630-4636 or toll-free 1-888-901-4636 or by accessing the KFHPWAO website at www.kp.org/wa.

Members who would like to know more about their rights under the law, or think any services received while enrolled may not conform to the terms of the EOC, may contact the Washington State Office of Insurance Commissioner at toll-free 1-800-562-6900. Members who have a concern about the pharmacists or pharmacies serving them may call the Washington State Department of Health at toll-free 1-800-525-0127.

Prescription Drug Coverage and Medicare: This benefit, for purposes of Creditable Coverage, is actuarially equal to or greater than the Medicare Part D prescription drug benefit. Members who are also eligible for Medicare Part D can remain covered and will not be subject to Medicare-imposed late enrollment penalties should they decide to enroll in a Medicare Part D plan at a later date; however, the Member could be subject to payment of higher Part D premiums if the Member subsequently has a break in creditable coverage of 63 continuous days or longer before enrolling in a Part D plan. A Member who discontinues coverage must meet eligibility requirements in order to re-enroll.

Exclusions: Over-the-counter drugs, supplies and devices not requiring a prescription under state law or regulations, including most prescription vitamins, except as recommended by the U.S. Preventive Services Task Force (USPSTF); drugs and injections for anticipated illness while traveling; drugs and injections for cosmetic purposes; replacement of lost or stolen drugs or devices; administration of excluded drugs and injectables; drugs used in the treatment of sexual dysfunction disorders; compounds which include a non-FDA approved drug; growth hormones for idiopathic short stature without growth hormone deficiency; prescription drugs/products available over-the-counter or have an over-the-counter alternative that is determined to be therapeutically interchangeable

Emergency Services	**Preferred Provider Network**	**Out-of-Network**
Emergency Services. See Section XII. for a definition of Emergency. Emergency services include professional services, treatment and supplies, facility costs, outpatient charges for patient observation and medical screening exams required to stabilize a patient. If a Member is admitted as an inpatient directly from an emergency department, any Emergency services Copayment is waived. Coverage is subject to the hospital services Cost Share. Members must notify KFHPWAO by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible. Under the PPN option, follow-up care which is a direct result of the Emergency must be received from a Preferred Provider, unless Preauthorization is received. Under the Out-of-Network option, follow-up care which is a direct result of the Emergency is covered subject to the Out-of-Network Cost Shares.	After Deductible, Member pays $200 Copayment and 20% Plan Coinsurance	After PPN Deductible, Member pays $200 Copayment and 20% Plan Coinsurance

Hearing Examinations and Hearing Aids	**Preferred Provider Network**	**Out-of-Network**
Hearing exams for hearing loss and evaluation are covered. Cochlear implants or Bone Anchored Hearing Aids (BAHA) when in accordance with KFHPWAO clinical criteria. Covered services for cochlear implants and BAHA include diagnostic testing, pre-implant testing, implant surgery, post-implant follow-up, speech therapy, programming and associated supplies (such as transmitter cable, and batteries).	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan

	Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	Coinsurance
Hearing aids including hearing aid examinations.	Not covered; Member pays 100% of all charges	Not covered; Member pays 100% of all charges
Exclusions: Programs or treatments for hearing loss or hearing care including, but not limited to, externally worn hearing or surgically implanted hearing aids and the surgery and services necessary to implant them except as described above; hearing screening tests required under Preventive Services		

Home Health Care	**Preferred Provider Network**	**Out-of-Network**
Home health care when the following criteria are met: • Except for patients receiving palliative care services, the Member must be unable to leave home due to a health problem or illness. Unwillingness to travel and/or arrange for transportation does not constitute inability to leave the home. • The Member requires intermittent skilled home health care, as described below. • KFHPWAO medical director determines that such services are Medically Necessary and are most home. Covered Services for home health care may include the following when rendered pursuant to a home health care plan of treatment: nursing care; restorative physical, occupational, respiratory and speech therapy; durable medical equipment; medical social worker and limited home health aide services. Home health services are covered on an intermittent basis in rendered because of a medically predictable recurring need for skilled home health care. means reasonable and necessary care for the treatment of an illness or injury which requires the skill of a nurse or therapist, based on the complexity of the service and the condition of the patient and which is performed directly by an	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance

appropriately licensed professional provider. Under the Out-of-Network option, home health care must be prescribed by a provider and provided by a State-licensed home health agency.		
Exclusions: Private duty nursing; housekeeping or meal services; any care provided by or for a family member; any other services rendered in the home which do not meet the definition of skilled home health care above		

Hospice	**Preferred Provider Network**	**Out-of-Network**
Hospice care when provided by a licensed hospice care program. A hospice care program is a coordinated program of home and inpatient care, available 24 hours a day. This program uses an interdisciplinary team of personnel to provide comfort and supportive services to a Member and any family members who are caring for the Member, who is experiencing a life-threatening disease with a limited prognosis. These services include acute, respite and home care to meet the physical, psychosocial and special needs of the Member and their family during the final stages of illness. must certify that the Member is terminally ill and is eligible for hospice services. **Inpatient Hospice Services.** Respite care is covered to provide continuous care of the Member and allow temporary relief to family members from the duties of caring for the Member for a maximum of 5 consecutive days per 3-month period of hospice care. **Other covered hospice services, when billed by a licensed hospice program, may include the following:** • Inpatient and outpatient services and supplies for injury and illness. • Semi-private room and board, except when a private room is determined to be necessary. • Durable medical equipment when billed by a licensed hospice care program.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Private duty nursing; financial or legal counseling services; meal services; any services provided by family members		

Hospital - Inpatient and Outpatient	**Preferred Provider Network**	**Out-of-Network**
The following inpatient medical and surgical services are covered: • Room and board, including private room when prescribed, and general nursing services. • Hospital services (including use of operating room,	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance

anesthesia, oxygen, x-ray, laboratory and radiotherapy services). • Drugs and medications administered during confinement. • Medical implants. • Acute chemical withdrawal (detoxification). Outpatient hospital includes ambulatory surgical centers. Members must notify KFHPWAO by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible. Alternative care arrangements may be covered as a cost-effective alternative in lieu of otherwise covered Medically Necessary hospitalization or other Medically Necessary institutional care with the consent of the Member and recommendation from the attending physician or licensed health care provider. Alternative care arrangements in lieu of covered hospital or other institutional care must be determined to be appropriate and Medically Necessary based Such care is covered to the same extent the replaced Hospital Care is covered.	**Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance	**Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Take home drugs, dressings and supplies following hospitalization; internally implanted insulin pumps, artificial larynx and any other implantable device that have not been approved by KFHPWAO		

Infertility (including sterility)	**Preferred Provider Network**	**Out-of-Network**
General counseling and one consultation visit to diagnose infertility conditions.	Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Specific diagnostic services, treatment and prescription drugs.	Not covered; Member pays 100% of all charges	Not covered; Member pays 100% of all charges
Exclusions: Diagnostic testing and medical treatment of sterility and infertility regardless of origin or cause; all charges and related services for donor materials; all forms of artificial intervention for any reason including artificial insemination and in-vitro fertilization; prognostic (predictive) genetic testing for the detection of congenital and heritable disorders; surrogacy		

Infusion Therapy	**Preferred Provider Network**	**Out-of-Network**
Medically Necessary infusion therapy includes, but is not limited to: • Antibiotics. • Hydration. • Chemotherapy. • Pain management.	Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits or home infusion therapy, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Associated infused medications.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance

Laboratory and Radiology	**Preferred Provider Network**	**Out-of-Network**
Nuclear medicine, radiology, ultrasound and laboratory services, including high end radiology imaging services such as CAT scan, MRI and PET which are subject to Preauthorization except when associated with Emergency services or inpatient services. Please contact Member Services for any questions regarding these services. Services received as part of an emergency visit are covered as Emergency Services. Preventive laboratory and radiology services are covered in accordance with the well care schedule established by KFHPWAO and the Patient Protection and Affordable Care Act of 2010. The well care schedule is available in Kaiser Permanente medical centers, at www.kp.org/wa, or upon request from Member Services.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance

Manipulative Therapy	**Preferred Provider Network**	**Out-of-Network**
Manipulative therapy of the spine and extremities when in accordance with KFHPWAO clinical criteria, limited to a combined total of 8 visits per calendar year without Preauthorization. Additional visits are covered with Preauthorization.	Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including	After Deductible, Member pays 40% Plan Coinsurance

	outpatient surgery	
Exclusions: Supportive care rendered primarily to maintain the level of correction already achieved; care rendered primarily for the convenience of the Member; care rendered on a non-acute, asymptomatic basis; charges for any other services that do not meet KFHPWAO clinical criteria as Medically Necessary		

Maternity and Pregnancy	**Preferred Provider Network**	**Out-of-Network**
Maternity care and pregnancy services, including care for complications of pregnancy, in utero treatment for the fetus, prenatal testing for the detection of congenital and heritable disorders when Medically Necessary and prenatal and postpartum care are covered for all female Members including dependent daughters. Preventive services related to preconception, prenatal and postpartum care are covered as Preventive Services including breastfeeding support, supplies and counseling for each birth when Medically Necessary as determined by KFHPWAO accordance with Board of Health standards for screening and diagnostic tests during pregnancy. Delivery and associated Hospital Care, including home births and birthing centers. Home births are considered outpatient services. Members must notify KFHPWAO by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible. The Mem length of inpatient stay following delivery.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Termination of pregnancy.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan

	Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	Coinsurance
Exclusions: Birthing tubs; genetic testing of non-Members; fetal ultrasound in the absence of medical indications		

Mental Health	**Preferred Provider Network**	**Out-of-Network**
Mental health services provided at the most clinically appropriate and Medically Necessary level of mental health care intervention as determined by KFHPWAO medical director. Treatment may utilize psychiatric, psychological and/or psychotherapy services to achieve these objectives. Mental health services including medical management and prescriptions are covered the same as for any other condition. Applied behavioral analysis (ABA) therapy, limited to outpatient treatment of an autism spectrum disorder as diagnosed and prescribed by a neurologist, pediatric neurologist, developmental pediatrician, psychologist or psychiatrist experienced in the diagnosis and treatment of autism. Documented diagnostic assessments, individualized treatment plans and progress evaluations are required. Services for any involuntary court-ordered treatment program shall be covered only if determined to be Medically Necessary by KFHPWAO Services provided under involuntary commitment statutes are covered. If a Member is admitted as an inpatient directly from an emergency department, any Emergency services Copayment is waived. Coverage is subject to the hospital services Cost Share. Members must notify KFHPWAO by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible. Mental health services rendered to treat mental disorders are covered. Mental Disorders means mental disorders covered in the most recent edition of the Diagnostic and Statistical	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment **Group Visits:** No charge; Member pays nothing Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance

Manual of Mental Disorders published by the American Psychiatric Association, except as otherwise excluded under Sections IV. or V. Mental Health Services means Medically Necessary outpatient services, Residential Treatment, partial hospitalization program, and inpatient services provided by a licensed facility or licensed providers; including advanced practice psychiatric nurses, mental health counselors, marriage and family therapists and social workers, except as otherwise excluded under Sections IV. or V. Inpatient mental health services, Residential Treatment and partial hospitalization programs must be provided at a hospital or facility that KFHPWAO has approved specifically for the treatment of mental disorders. Chemical dependency services are covered subject to the Chemical Dependency services benefit.		
Exclusions: Academic or career counseling; personal growth or relationship enhancement; assessment and treatment services that are primarily vocational and academic; court-ordered or forensic treatment, including reports and summaries, not considered Medically Necessary; work or school ordered assessment and treatment not considered Medically Necessary; counseling for overeating not considered Medically Necessary; specialty treatment programs not considered Medically Necessary; relationship counseling or phase of life problems (Z code only diagnoses); custodial care		

Naturopathy	**Preferred Provider Network**	**Out-of-Network**
Naturopathy, including related laboratory and radiology services.	Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Herbal supplements; nutritional supplements; licensure		

Newborn Services	**Preferred Provider Network**	**Out-of-Network**
Newborn services are covered the same as for any other condition. Any Cost Share for newborn services is separate from that of the mother. Preventive services for newborns are covered under Preventive Services.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:**	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:**

See Section VI.A.3. for information about temporary coverage for newborns.	After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance

Nutritional Counseling	**Preferred Provider Network**	**Out-of-Network**
Nutritional counseling. Services related to a healthy diet to prevent obesity are covered as Preventive Services.	Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	Not covered; Member pays 100% of all charges
Exclusions: Nutritional supplements; weight control self-help programs or memberships, such as Weight Watchers, Jenny Craig, or other such programs		

Nutritional Therapy	**Preferred Provider Network**	**Out-of-Network**
Medical foods and formula necessary for the treatment of phenylketonuria (PKU), specified inborn errors of metabolism, or other metabolic disorders.	No charge; Member pays nothing	After Deductible, Member pays 40% Plan Coinsurance

Enteral therapy (elemental formulas) for malabsorption and an eosinophilic gastrointestinal disorder. Necessary equipment and supplies for the administration of enteral therapy are covered as Devices, Equipment and Supplies.	After Deductible, Member pays 20% coinsurance	After Deductible, Member pays 40% Plan Coinsurance
Parenteral therapy (total parenteral nutrition). Necessary equipment and supplies for the administration of parenteral therapy are covered as Devices, Equipment and Supplies.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Any other dietary formulas or medical foods; oral nutritional supplements not related to the treatment of inborn errors of metabolism; special diets; prepared foods/meals		

Obesity Related Services	**Preferred Provider Network**	**Out-of-Network**
Services directly related to obesity, including bariatric surgery. Services related to obesity screening and counseling are covered as Preventive Services.	**Hospital - Inpatient:** Not covered; Member pays 100% of all charges **Hospital - Outpatient:** Not covered; Member pays 100% of all charges **Outpatient Services:** Not covered; Member pays 100% of all charges Enhanced Benefit: Not covered; Member pays 100% of all charges	**Hospital - Inpatient:** Not covered; Member pays 100% of all charges **Hospital - Outpatient:** Not covered; Member pays 100% of all charges **Outpatient Services:** Not covered; Member pays 100% of all charges
Exclusions: Obesity treatment and treatment for morbid obesity for any reason including any medical services, drugs, supplies or any bariatric surgery (such as gastroplasty, gastric banding or intestinal bypass), regardless of co-morbidities, except as described above; specialty treatment programs such as weight control self-help programs or memberships, such as Weight Watchers, Jenny Craig or other such programs; medications and related physician visits for medication monitoring		

On the Job Injuries or Illnesses	**Preferred Provider Network**	**Out-of-Network**
On the job injuries or illnesses.	**Hospital - Inpatient:**	**Hospital - Inpatient:**

	Not covered; Member pays 100% of all charges **Hospital - Outpatient:** Not covered; Member pays 100% of all charges **Outpatient Services:** Not covered; Member pays 100% of all charges Enhanced Benefit: Not covered; Member pays 100% of all charges	Not covered; Member pays 100% of all charges **Hospital - Outpatient:** Not covered; Member pays 100% of all charges **Outpatient Services:** Not covered; Member pays 100% of all charges
Exclusions: Confinement, treatment or service that results from an illness or injury arising out of or in the course of any employment for wage or profit including injuries, illnesses or conditions incurred as a result of self-employment		

Oncology	**Preferred Provider Network**	**Out-of-Network**
Radiation therapy, chemotherapy, oral chemotherapy. See Infusion Therapy for infused medications.	**Radiation Therapy and Chemotherapy:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery **Oral Chemotherapy Drugs:** **Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name**	**Radiation Therapy and Chemotherapy:** After Deductible, Member pays 40% Plan Coinsurance **Oral Chemotherapy Drugs:** Not covered; Member pays 100% of all charges

	drugs (Tier 2): Member pays $45 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $65 Copayment Enhanced Benefit: **Preferred generic drugs (Tier 1):** Member pays $20 Copayment **Preferred brand name drugs (Tier 2):** Member pays $40 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $60 Copayment	

Optical (vision)	**Preferred Provider Network**	**Out-of-Network**
Routine eye examinations and refractions limited to once every 12 months. Eye and contact lens examinations for eye pathology and to monitor Medical Conditions, as often as Medically Necessary.	**Routine Exams:** No charge; Member pays nothing **Exams for Eye Pathology:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Routine Exams:** No charge; Member pays nothing **Exams for Eye Pathology:** After Deductible, Member pays 40% Plan Coinsurance
Contact lenses or framed lenses for eye pathology when Medically Necessary.	**Frames and Lenses:** Not covered; Member	**Frames and Lenses:** Not covered; Member

One contact lens per diseased eye in lieu of an intraocular lens is covered following cataract surgery provided the Member has been continuously covered by KFHPWAO since such surgery. In the event a Member's age or medical condition prevents the Member from having an intraocular lens or contact lens, framed lenses are available. Replacement of lenses for eye pathology, including following cataract surgery, is covered only once within a 12 month period and only when needed due to a change i prescription.	pays 100% of all charges **Contact Lenses or Framed Lenses for Eye Pathology:** After Deductible, Member pays 20% Plan Coinsurance	pays 100% of all charges **Contact Lenses or Framed Lenses for Eye Pathology:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Eyeglasses; contact lenses, contact lens evaluations, fittings and examinations not related to eye pathology; orthoptic therapy (i.e. eye training); evaluations and surgical procedures to correct refractions not related to eye pathology and complications related to such procedures		

Oral Surgery	**Preferred Provider Network**	**Out-of-Network**
Reduction of a fracture or dislocation of the jaw or facial bones; excision of tumors or non-dental cysts of the jaw, cheeks, lips, tongue, gums, roof and floor of the mouth; and incision of salivary glands and ducts. KFHPWAO will determine whether the care or treatment required is within the category of Oral Surgery or Dental Services.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Care or repair of teeth or dental structures of any type; tooth extractions or impacted teeth; services related to malocclusion; services to correct the misalignment or malposition of teeth; any other services to the mouth, facial bones or teeth which are not medical in nature		

Outpatient Services	Preferred Provider Network	Out-of-Network
Covered outpatient medical and surgical services in a , including chronic disease management. See Preventive Services for additional information related to chronic disease management. See Hospital - Inpatient and Outpatient for outpatient hospital medical and surgical services, including ambulatory surgical centers.	Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance

Plastic and Reconstructive Surgery	Preferred Provider Network	Out-of-Network
Plastic and reconstructive services: • Correction of a congenital disease or congenital anomaly. • Correction of a Medical Condition following an injury or resulting from surgery which has produced a major effect KFHPWAO medical director such services can reasonably be expected to correct the condition. • Reconstructive surgery and associated procedures, including internal breast prostheses, following a mastectomy, regardless of when the mastectomy was performed. Members are covered for all stages of reconstruction on the non-diseased breast to produce a symmetrical appearance. Complications of covered mastectomy services, including lymphedemas, are covered. Reconstructive breast surgery requires Preauthorization.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Cosmetic services including treatment for complications resulting from cosmetic surgery; cosmetic surgery; complications of non-Covered Services		

Podiatry	**Preferred Provider Network**	**Out-of-Network**
Medically Necessary foot care. Routine foot care covered when such care is directly related to the treatment of diabetes and other clinical conditions that effect sensation and circulation to the feet.	Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: All other routine foot care		

Preventive Services	**Preferred Provider Network**	**Out-of-Network**
Preventive services in accordance with the well care schedule established by KFHPWAO. The well care schedule is available in Kaiser Permanente medical centers, at www.kp.org/wa, or upon request from Member Services. Screening and tests with A and B recommendations by the U.S. Preventive Services Task Force (USPSTF). Services, tests and screening contained in the U.S. Health Resources and Services Administration Bright Futures guidelines as set forth by the American Academy of Pediatricians. Services, tests, screening and supplies recommended in the preventive and wellness services guidelines. Immunizations recommended by the Centers for Disease Flu vaccines are covered up to the Allowed Amount when provided by a non-Network Provider. Preventive services include, but are not limited to, well adult and well child physical examinations; immunizations and vaccinations; female sterilization; preferred over-the-counter drugs as recommended by the U.S. Preventive Services Task Force (USPSTF) when obtained with a prescription; pap smears; preventive services related to preconception, prenatal and postpartum care; routine mammography screening;	No charge; Member pays nothing	After Deductible, Member pays 40% Plan Coinsurance **Routine Mammography:** After Deductible, Member pays 40% Plan Coinsurance

routine prostate screening; colorectal cancer screening for Members who are age 50 or older or who are under age 50 and at high risk; obesity screening/counseling; healthy diet; and physical activity counseling; depression screening in adults, including maternal depression. Preventive care for chronic disease management includes treatment plans with regular monitoring, coordination of care between multiple providers and settings, medication management, evidence-based care, quality of care measurement and results, and education and tools for patient self-management support. In the event preventive, wellness or chronic care management services are not available from a Preferred Provider, Out-of-Network Providers may provide these services without Cost Share when Preauthorized. Services provided during a preventive services visit, including laboratory services, which are not in accordance with the KFHPWAO well care schedule are subject to Cost Shares. Eye refractions are not included under preventive services.		
Exclusions: Those parts of an examination and associated reports and immunizations that are not deemed Medically Necessary by KFHPWAO for early detection of disease; all other diagnostic services not otherwise stated above		

Rehabilitation and Habilitative Care (massage, occupational, physical and speech therapy, pulmonary and cardiac rehabilitation) and Neurodevelopmental Therapy	**Preferred Provider Network**	**Out-of-Network**
Rehabilitation services to restore function following illness, injury or surgery, limited to the following restorative therapies: occupational therapy, physical therapy, massage therapy and speech therapy. Services are limited to those necessary to restore or improve functional abilities when physical, sensori-perceptual and/or communication impairment exists due to injury, illness or surgery. Outpatient services require a prescription or order from a physician that reflects a written plan of care to restore function and must be provided by a rehabilitation team that may include a physician, nurse, physical therapist, occupational therapist, massage therapist or speech therapist. Preauthorization is not required. Habilitative care, includes Medically Necessary services or devices designed to help a Member keep, learn, or improve skills and functioning for daily living. Services may include: occupational therapy, physical therapy, speech therapy when prescribed by a physician. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment **Group visits (occupational, physical, speech therapy or learning services):** Member pays one half of the office visit Copayment and applicable Plan Coinsurance Enhanced Benefit (except for massage	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance

Neurodevelopmental therapy to restore or improve function including maintenance in cases where significant the services, limited to the following therapies: occupational therapy, physical therapy and speech therapy. There is no visit limit for Neurodevelopmental Therapy services. Limited to a combined total of 30 inpatient days and 45 outpatient visits per calendar year for all Rehabilitation, Habilitative care, cardiac and pulmonary rehabilitation services. Services with mental health diagnoses are covered with no limit. Inpatient rehabilitation services require Preauthorization.	therapy): Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	
Exclusions: Specialty treatment programs; inpatient Residential Treatment services; specialty rehabilitation programs ; recreational, life-enhancing, relaxation or palliative therapy; implementation of home maintenance programs		

Reproductive Health	**Preferred Provider Network**	**Out-of-Network**
Medically Necessary medical and surgical services for reproductive health, including consultations, examinations, procedures and devices, including device insertion and removal. See Maternity and Pregnancy for termination of pregnancy services Reproductive health is the care necessary to support the reproductive system and the ability to reproduce. Reproductive health includes contraception, cancer and disease screenings, termination of pregnancy, maternity, prenatal and postpartum care.	**Hospital - Inpatient:** No charge; Member pays nothing **Hospital - Outpatient:** No charge; Member pays nothing **Outpatient Services:** No charge; Member pays nothing	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
All methods for Medically Necessary FDA-approved (over-the-counter) contraceptive drugs, devices and products. Condoms are limited to 120 per 90-day supply. Contraceptive drugs may be allowed up to a 12-month supply	No charge; Member pays nothing	Not covered; Member pays 100% of all charges

Sexual Dysfunction	**Preferred Provider Network**	**Out-of-Network**
One consultation visit to diagnose sexual dysfunction conditions.	Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	After Deductible, Member pays 40% Plan Coinsurance
Specific diagnostic services, treatment and prescription drugs.	Not covered; Member pays 100% of all charges	Not covered; Member pays 100% of all charges
Exclusions: Diagnostic testing and medical treatment of sexual dysfunction regardless of origin or cause; devices, equipment and supplies for the treatment of sexual dysfunction		

Skilled Nursing Facility	**Preferred Provider Network**	**Out-of-Network**
Skilled nursing care in a skilled nursing facility when full-time skilled nursing care is necessary in the opinion of the attending physician, limited to a combined total of 60 days per calendar year. Care may include room and board; general nursing care; drugs, biologicals, supplies and equipment ordinarily provided or arranged by a skilled nursing facility; and short-term restorative occupational therapy, physical therapy and speech therapy. Skilled nursing care in a skilled nursing facility requires Preauthorization.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Personal comfort items such as telephone and television; rest cures; domiciliary or Convalescent Care		

Sterilization	**Preferred Provider Network**	**Out-of-Network**
FDA-approved female sterilization procedures, services and supplies. See Preventive Services for additional information.	No charge; Member pays nothing	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan

		Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Vasectomy.	No charge; Member pays nothing	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Procedures and services to reverse a sterilization		

Telehealth Services	**Preferred Provider Network**	**Out-of-Network**
Telemedicine Services provided by the use of real-time interactive audio and video communication or store and forward technology between the patient at the originating site and a provider at another location. Store and forward technology means send from an originating site to the provider at a distant site for later review. The provider follows up with a medical diagnosis for the Member and helps manage their care. Services must meet the following requirements: • Be a Covered Service under this EOC. • The originating site is qualified to provide the service. • If the service is provided through store and forward technology, there must be an associated office visit between the Member and the referring provider • Is Medically Necessary	No charge; member pays nothing	**Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Telephone Services and Online (E-Visits) Scheduled telephone visits with a PPN Provider are covered.	No charge; member pays nothing	Not covered; Member pays 100% of all charges

Online (E-Visits): A Member logs into the secure Member site at www.kp.org/wa and completes a questionnaire. A PPN medical provider reviews the questionnaire and provides a treatment plan for select conditions, including prescriptions. Online visits are not available to Members during in-person visits at a KFHPWAO facility or pharmacy. More information is available at https://wa.kaiserpermanente.org/html/public/services/e-visit.		
Exclusions: Fax and e-mail; telehealth services with non-contracted providers; telehealth services in states where prohibited by law; all other services not listed above		

Temporomandibular Joint (TMJ)	**Preferred Provider Network**	**Out-of-Network**
Medical and surgical services and related hospital charges for the treatment of temporomandibular joint (TMJ) disorders including: • Orthognathic surgery for the treatment of TMJ disorders. • Radiology services. • TMJ specialist services. • Fitting/adjustment of splints. TMJ surgery requires Preauthorization.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
TMJ appliances. See Devices, Equipment and Supplies for additional information.	After Deductible, Member pays 20% Plan Coinsurance	After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Treatment for cosmetic purposes; bite blocks; dental services including orthodontic therapy and braces for any condition; any orthognathic (jaw) surgery in the absence of a diagnosis of TMJ, severe obstructive sleep		

apnea; hospitalizations related to these exclusions

Tobacco Cessation	**Preferred Provider Network**	**Out-of-Network**
Individual/group counseling and educational materials.	No charge; Member pays nothing	After Deductible, Member pays 40% Plan Coinsurance
Approved pharmacy products. See Drugs Outpatient Prescription for additional pharmacy information.	No charge; Member pays nothing	Not covered; Member pays 100% of all charges

Transgender Services	**Preferred Provider Network**	**Out-of-Network**
Medically Necessary medical and surgical services for gender reassignment. Prescription drugs are covered the same as for any other condition (see Drugs - Outpatient Prescription for coverage). Counseling services are covered the same as for any other condition (see Mental Health for coverage). Transgender services require Preauthorization.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Cosmetic services including treatment for complications resulting from cosmetic surgery; cosmetic surgery; complications of non-Covered Services		

Transplants	Preferred Provider Network	Out-of-Network
Transplant services, including heart, heart-lung, single lung, double lung, kidney, pancreas, cornea, intestinal/multi-visceral, liver transplants, and bone marrow and stem cell support (obtained from allogeneic or autologous peripheral blood or marrow) with associated high dose chemotherapy. Services are limited to the following: • Inpatient and outpatient medical expenses for evaluation testing to determine recipient candidacy, donor matching tests, hospital charges, procurement center fees, professional fees, travel costs for a surgical team and excision fees. Donor costs for a covered organ recipient are limited to procurement center fees, travel costs for a surgical team and excision fees. • Follow-up services for specialty visits. • Rehospitalization. • Maintenance medications during an inpatient stay. Transplant services require Preauthorization.	**Hospital - Inpatient:** After Deductible, Member pays 20% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 20% Plan Coinsurance **Outpatient Services:** Member pays $35 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	**Hospital - Inpatient:** After Deductible, Member pays 40% Plan Coinsurance **Hospital - Outpatient:** After Deductible, Member pays 40% Plan Coinsurance **Outpatient Services:** After Deductible, Member pays 40% Plan Coinsurance
Exclusions: Donor costs to the extent that they are reimbursable ; treatment of donor complications; living expenses except as covered under Section J. Utilization Management		

Urgent Care	Preferred Provider Network	Out-of-Network
Under the PPN option, urgent care is covered at a Kaiser Permanente medical center, Kaiser Permanente urgent care center or Preferred Under the Out-of-Network option, urgent care is covered at any medical facility. See Section XII. for a definition of Urgent Condition.	**Emergency Department:** After Deductible, Member pays $200 Copayment and 20% Plan Coinsurance **Urgent Care Center:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not	**Emergency Department:** After PPN Deductible, Member pays $200 Copayment and 20% Plan Coinsurance **Urgent Care Center:** After Deductible, Member pays 40% Plan Coinsurance **Provider's Office:** After Deductible, Member pays 40% Plan Coinsurance

	apply to office visits, but do apply to all other services, including outpatient surgery **Provider's Office:** Member pays $35 Copayment Enhanced Benefit: Member pays $25 Copayment Annual Deductible and Plan Coinsurance do not apply to office visits, but do apply to all other services, including outpatient surgery	

V. General Exclusions

In addition to exclusions listed throughout the EOC, the following are not covered:

1. Benefits and related services, supplies and drugs that are not Medically Necessary for the treatment of an illness, injury, or physical disability, that are not specifically listed as covered in the EOC, except as required by federal or state law.

2. Services Related to a Non-Covered Service: When a service is not covered, all services related to the non-covered service (except for the specific exceptions described below) are also excluded from coverage. Members who have received a non-covered service, such as bariatric surgery, and develop an acute medical complication (such as band slippage, leak or infection) as a result, shall have coverage for Medically Necessary intervention to resolve the acute medical complication. Coverage does not include complications that occur during or immediately following a non-covered service. Additional surgeries or other medical services in addition to Medically Necessary intervention to resolve acute medical complications resulting from non-covered services shall not be covered.

3. Services or supplies for which no charge is made, or for which a charge would not have been made if the Member had no health care coverage or for which the Member is not liable; services provided by a family member, or self-care.

4. Convalescent Care.

5. S ber as defined herein under the terms of any vehicle, for individual or group health insurance, pursuant to medical cove personal injury protection coverage or similar medical coverage contained in said policy. For the purpose of this exclusion, benefits shall be deemed to be Member if the Member receives benefits under the policy either as a named insured or as an insured individual under the policy definition of insured.

6. Services or care needed for injuries or conditions resulting from active or reserve military service, whether such injuries or conditions result from war or otherwise. This exclusion will not apply to conditions or injuries resulting from previous military service unless the condition has been determined by the U.S. Secretary of

Veterans Affairs to be a condition or injury incurred during a period of active duty. Further, this exclusion will not be interpreted to interfere with or preclude coordination of benefits under Tri-Care.

7. Services provided by government agencies, except as required by federal or state law.

8. Services covered by the national health plan of any other country.

9. Experimental or investigational services.

   KFHPWAO consults with KFHPWAO medical director and then uses the criteria described below to decide if a particular service is experimental or investigational.

   a. A service is considered expe y of the following statements apply to it at the time the service is or will be provided to the Member:
      1) The service cannot be legally marketed in the United States without the approval of the Food and Drug een granted.
      2) The service is the subject of a current new drug or new device application on file with the FDA.
      3) The service is the trialed agent or for delivery or measurement of the trialed agent provided as part of a qualifying Phase I or Phase II clinical trial, as the experimental or research arm of a Phase III clinical trial.
      4) The service is provided pursuant to a written protocol or other document that lists an evaluation of the toxicity or efficacy as among its objectives.
      5) The service is under continued scientific testing and research concerning the safety, toxicity or efficacy of services.
      6) The service is provided pursuant to informed consent documents that describe the service as experimental or investigational, or in other terms that indicate that the service is being evaluated for its safety, toxicity or efficacy.
      7) The prevailing opinion among experts, as expressed in the published authoritative medical or scientific literature, is that (1) the use of such service should be substantially confined to research settings, or (2) further research is necessary to determine the safety, toxicity or efficacy of the service.

   b. The following sources of information will be exclusively relied upon to determine whether a service is experimental or investigational:
      1)
      2) The written protocol(s) or other document(s) pursuant to which the service has been or will be provided.
      3) Any consent document(s) representative has executed or will be asked to execute, to receive the service.
      4) The files and records of the Institutional Review Board (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.
      5) The published authoritative medical or scientific literature regarding the service, as applied to the

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

   Appeals regarding KFHPWAO denial of coverage can be submitted to the Member Appeal Department, or to KFHPWAO's medical director at P.O. Box 34593, Seattle, WA 98124-1593.

10. Hypnotherapy and all services related to hypnotherapy.

11. Directed umbilical cord blood donations.

12. Prognostic (predictive) genetic testing and related services. Testing for non-Members.

13. Autopsy and associated expenses.

VI. Eligibility, Enrollment and Termination

A. Eligibility.

In order to be accepted for enrollment and continuing coverage, individuals must meet all applicable requirements set forth below, except for temporary residency outside the Service Area for purposes of attending school, court-ordered coverage for Dependents or other unique family arrangements, when approved in advance by KFHPWAO. KFHPWAO has the right to verify eligibility.

1. Subscribers.

Bona fide employees as established and enforced by the Group shall be eligible for enrollment. Please contact the Group for more information.

2. Dependents.

The Subscriber may also enroll the following:

a. The Subscriber's legal spouse.

b. -registered domestic partner (as required by Washington state law) or if specifically included as eligible by the Group, the Subscrib -state registered domestic partner. State-registered domestic partners will be extended the same rights as spouses.

c. Children who are under the age of 26.

"Children" means the children of the Subscriber, spouse or eligible domestic partner, including adopted children, stepchildren, children for whom the Subscriber has a qualified court order to provide coverage and any other children for whom the Subscriber is the legal guardian.

h above if the Dependent is totally incapable of self-sustaining employment because of a developmental or physical disability incurred prior to attainment of the limiting age, and is chiefly dependent upon the Subscriber for support and maintenance. Enrollment for such a Dependent may be continued for the duration of the continuous total incapacity, provided enrollment does not terminate for any other reason. Medical proof of incapacity and proof of financial dependency must be furnished to KFHPWAO upon request, but not more frequently than annually after the 2-year period following the Dependent's attainment of the limiting age.

3. Temporary Coverage for Newborns.

When a Member gives birth, the newborn is entitled to the benefits set forth in the EOC from birth through 3 weeks of age. All provisions, limitations and exclusions will apply except Subsections F. and G. After 3 weeks of age, no benefits are available unless the newborn child qualifies as a Dependent and is enrolled.

B. Application for Enrollment.

Application for enrollment must be made on an application approved by KFHPWAO. The Group is responsible for submitting completed applications to KFHPWAO.

KFHPWAO reserves the right to refuse enrollment to any person whose coverage under any medical coverage agreement issued by Kaiser Foundation Health Plan of Washington Options, Inc. or Kaiser Foundation Health Plan of Washington has been terminated for cause.

1. **Newly Eligible Subscribers.**
Newly eligible Subscribers and their Dependents may apply for enrollment in writing to the Group within 31 days of becoming eligible.

2. **New Dependents.**
A written application for enrollment of a newly dependent person, other than a newborn or adopted child, must be made to the Group within 31 days after the dependency occurs.

A written application for enrollment of a newborn child must be made to the Group within 60 days following the date of birth when there is a change in the monthly premium payment as a result of the additional Dependent.

A written application for enrollment of an adoptive child must be made to the Group within 60 days from the day the child is placed with the Subscriber for the purpose of adoption or the Subscriber assumes total or partial financial support of the child if there is a change in the monthly premium payment as a result of the additional Dependent.

When there is no change in the monthly premium payment, it is strongly advised that the Subscriber enroll the newborn or newly adoptive child as a Dependent with the Group to avoid delays in the payment of claims.

3. **Open Enrollment.**
KFHPWAO will allow enrollment of Subscribers and Dependents who did not enroll when newly eligible as described above during a limited period of time specified by the Group and KFHPWAO.

4. **Special Enrollment.**

a. KFHPWAO will allow special enrollment for persons:
   1) Who initially declined enrollment when otherwise eligible because such persons had other health care coverage and have had such other coverage terminated due to one of the following events:
      - Cessation of employer contributions.
      - Exhaustion of COBRA continuation coverage.
      - Loss of eligibility, except for loss of eligibility for cause.
   2) Who initially declined enrollment when otherwise eligible because such persons had other health care coverage and who have had such other coverage exhausted because such person reached a lifetime maximum limit.

   KFHPWAO or the Group may require confirmation that when initially offered coverage such persons submitted a written statement declining because of other coverage. Application for coverage must be made within 31 days of the termination of previous coverage.

b. KFHPWAO will allow special enrollment for individuals who are eligible to be a Subscriber and their Dependents (other than for nonpayment or fraud) in the event one of the following occurs:
   1) Divorce or Legal Separation. Application for coverage must be made within 60 days of the divorce/separation.
   2) Cessation of Dependent status (reaches maximum age). Application for coverage must be made within 30 days of the cessation of Dependent status.
   3) Death of an employee under whose coverage they were a Dependent. Application for coverage must be made within 30 days of the death of an employee.
   4) Termination or reduction in the number of hours worked. Application for coverage must be made within 30 days of the termination or reduction in number of hours worked.
   5) Leaving the service area of a former plan. Application for coverage must be made within 30 days of leaving the service area of a former plan.
   6) Discontinuation of a former plan. Application for coverage must be made within 30 days of the discontinuation of a former plan.

c. KFHPWAO will allow special enrollment for individuals who are eligible to be a Subscriber and their Dependents in the event one of the following occurs:
   1) Marriage. Application for coverage must be made within 31 days of the date of marriage.
   2) Birth. Application for coverage for the Subscriber and Dependents other than the newborn child must be made within 60 days of the date of birth.
   3) Adoption or placement for adoption. Application for coverage for the Subscriber and Dependents other than the adopted child must be made within 60 days of the adoption or placement for adoption.
   4) Eligibility for premium assistance from Medicaid or a state Childr (CHIP), provided such person is otherwise eligible for coverage under this EOC. The request for special enrollment must be made within 60 days of eligibility for such premium assistance.
   5) Coverage under a Medicaid or CHIP plan is terminated as a result of loss of eligibility for such coverage. Application for coverage must be made within 60 days of the date of termination under Medicaid or CHIP.
   6) Applicable federal or state law or regulation otherwise provides for special enrollment.

C. When Coverage Begins.

1. Effective Date of Enrollment.
- Enrollment for a newly eligible Subscriber and listed Dependents is effective on the date eligibility requirements are met, provided the Subscriber's application has been submitted to and approved by KFHPWAO. Please contact the Group for more information.
- Enrollment for a newly dependent person, other than a newborn or adoptive child, is effective on the date eligibility requirements are met. Please contact the Group for more information.
- Enrollment for newborns is effective from the date of birth.
- Enrollment for adoptive children is effective from the date that the adoptive child is placed with the Subscriber for the purpose of adoption or the Subscriber assumes total or partial financial support of the child.

2. Commencement of Benefits for Persons Hospitalized on Effective Date.
Members who are admitted to an inpatient facility prior to their enrollment will receive covered benefits beginning on their effective date, as set forth in Subsection C.1. above.

D. Eligibility for Medicare.
An individual shall be deemed eligible for Medicare when they have the option to receive Part A Medicare benefits. Medicare secondary payer regulations and guidelines will determine primary/secondary payer status for individuals covered by Medicare.

A Member who is enrolled in Medicare has the option of continuing coverage under this EOC while on Medicare coverage. Coverage between this EOC and Medicare will be coordinated as outlined in Section IX.

E. Termination of Coverage.
The Subscriber shall be liable for payment of all charges for services and items provided to the Subscriber and all Dependents after the effective date of termination.

Termination of Specific Members.
Individual Member coverage may be terminated for any of the following reasons:

a. Loss of Eligibility. If a Member no longer meets the eligibility requirements and is not enrolled for continuation coverage as described in Subsection G. below, coverage will terminate at the end of the month during which the loss of eligibility occurs, unless otherwise specified by the Group.

b. For Cause. In the event of termination for cause, KFHPWAO reserves the right to pursue all civil remedies allowable under federal and state law for the collection of claims, losses or other damages. Coverage of a Member may be terminated upon 10 working days written notice for:
   1.) Material misrepresentation, fraud or omission of information in order to obtain coverage.
   2.) Permitting the use of a KFHPWAO identification card or number by another person, or using ber to obtain care to which a person is not entitled.

c. Premium Payments. Nonpayment of premiums or contribution for a specific Member by the Group.

Individual Member coverage may be retroactively terminated upon 30 days written notice and only in the case of fraud or intentional misrepresentation of a material fact; or as otherwise allowed under applicable law or regulation. Notwithstanding the foregoing, KFHPWAO reserves the right to retroactively terminate coverage for nonpayment of premiums or contributions by the Group as described above.

In no event will a Member be terminated solely on the basis of their physical or mental condition provided they meet all other eligibility requirements set forth in the EOC.

Any Member may appeal a termination decision through KFHPWAO appeals process.

F. Continuation of Inpatient Services.

A Member who is receiving Covered Services in a hospital on the date of termination shall continue to be eligible for Covered Services while an inpatient for the condition which the Member was hospitalized, until one of the following events occurs:

- According to KFHPWAO clinical criteria, it is no longer Medically Necessary for the Member to be an inpatient at the facility.
- The remaining benefits available for the hospitalization are exhausted, regardless of whether a new calendar year begins.
- The Member becomes covered under another agreement with a group health plan that provides benefits for the hospitalization.
- The Member becomes enrolled under an agreement with another carrier that provides benefits for the hospitalization.

This provision will not apply if the Member is covered under another agreement that provides benefits for the hospitalization at the time coverage would terminate, except as set forth in this section, or if the Member is eligible for COBRA continuation coverage as set forth in Subsection G. below.

G. Continuation of Coverage Options.

1. Continuation Option.

A Member no longer eligible for coverage (except in the event of termination for cause, as set forth in Subsection E.) may continue coverage for a period of up to 3 months subject to notification to and self-payment of premiums to the Group. This provision will not apply if the Member is eligible for the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). This continuation option is not available if the Group no longer has active employees or otherwise terminates.

2. Leave of Absence.

While on a Group approved leave of absence, the Subscriber and listed Dependents can continue to be covered provided that:

- They remain eligible for coverage, as set forth in Subsection A.,
- licy that is consistently applied to all employees,
- applicable, and

- The Group continues to remit premiums for the Subscriber and Dependents to KFHPWAO.

3. **Self-Payments During Labor Disputes.**
In the event of suspension or termination of employee compensation due to a strike, lock-out or other labor dispute, a Subscriber may continue uninterrupted coverage through payment of monthly premiums directly to the Group. Coverage may be continued for the lesser of the term of the strike, lock-out or other labor dispute, or for 6 months after the cessation of work.

If coverage under the EOC is no longer available, the Subscriber shall have the opportunity to apply for an individual KFHPWAO group conversion plan or, if applicable, continuation coverage (see Subsection 4. below), or an individual and family plan at the duly approved rates.

The Group is responsible for immediately notifying each affected Subscriber of their rights of self-payment under this provision.

4. **Continuation Coverage Under Federal Law.**
This section applies only to Groups who must offer continuation coverage under the applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, or the Uniformed Services Employment and Reemployment Rights Act (USERRA) and only applies to grant continuation of coverage rights to the extent required by federal law. USERRA only applies in certain situations to employees who are leaving employment to serve in the United States Armed Forces.

Upon loss of eligibility, continuation of Group coverage may be available to a Member for a limited time after the Member would otherwise lose eligibility, if required by COBRA. The Group shall inform Members of the COBRA election process and how much the Member will be required to pay directly to the Group.

Continuation coverage under COBRA or USERRA will terminate when a Member becomes covered by Medicare or obtains other group coverage, and as set forth under Subsection E.

5. **KFHPWAO Group Conversion Plan.**
Members whose eligibility for coverage, including continuation coverage, is terminated for any reason other than cause, as set forth in Subsection E., and who are not eligible for Medicare or covered by another group health plan, may convert to an individual KFHPWAO group conversion plan. If coverage under the EOC terminates, any Member covered at termination (including spouses and Dependents of a Subscriber who was terminated for cause) may convert to a KFHPWAO group conversion plan. Coverage will be retroactive to the date of loss of eligibility.

An application for conversion must be made within 31 days following termination of coverage or within 31 days from the date notice of the termination of coverage is received, whichever is later. A physical examination or statement of health is not required for enrollment in a KFHPWAO group conversion plan.

t KFHPWAO.

VII. Grievances

Grievance means a written or verbal complaint submitted by or on behalf of a covered person regarding service delivery issues other than denial of payment for medical services or non-provision of medical services, including dissatisfaction with medical care, waiting time for medical services, provider or staff attitude or demeanor, or dissatisfaction with service provided by the health carrier. The grievance process is outlined as follows:

Step 1: It is recommended that the member contact the person involved or the manager of the medical center/department where they are having a problem, explain their concerns and what they would like to have done to resolve the problem. The Member should be specific and make their position clear. Most concerns can be resolved in this way.

Step 2: If the Member is still not satisfied, they should call or write to Member Services at PO Box 34590, Seattle, WA 98124-1590, 206-630-4636 or toll-free 1-888-901-4636. Most concerns are handled by phone within a few days. In some cases, the Member will be asked to write down their concerns and state what they think would be a fair resolution to the problem. An appropriate r
concern by consulting with involved staff and their supervisors, and reviewing pertinent records, relevant plan policies and the Member Rights and Responsibilities statement. This process can take up to 30 days to resolve
or verbal statement.

If the Member is dissatisfied with the resolution of the complaint, they may contact Member Services. Assistance is available to Members who are limited-English speakers, who have literacy problems, or who have physical or mental disabilities that impede their ability to request review or participate in the review process.

VIII. Appeals

Members are entitled to appeal through the appeals process if/when coverage for an item or service is denied due to an adverse determination made by the KFHPWAO medical director. The appeals process is available for a Member to seek reconsideration of an adverse benefit determination (action). Adverse benefit determination (action) means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to

KFHPWAO will comply with any new requirements as necessary under federal laws and regulations. Assistance is available to Members who are limited-English speakers, who have literacy problems, or who have physical or mental disabilities that impede their ability to request review or participate in the review process. The most current information about your appeals process is available by contacting KFHPWAO Member Appeal Department at the address or telephone number below.

1. Initial Appeal

If the Member or any representative authorized in writing by the Member wishes to appeal a KFHPWAO decision to deny, modify, reduce or terminate coverage of or payment for health care services, they must submit a request for an appeal either orally or in writing to KFHPWAO
specifying why they disagree with the decision. The appeal must be submitted within 180 days from the date of the denial notice. KFHPWAO will notify the Member of its receipt of the request within 72 hours of receiving it. Appeals should be directed to KFHPWAO partment, P.O. Box 34593, Seattle, WA 98124-1593, toll-free 1-866-458-5479.

A party not involved in the initial coverage determination and not a subordinate of the party making the initial coverage determination will review the appeal request. KFHPWAO will then notify the Member of its determination or need for an extension of time within 14 days of receiving the request for appeal. Under

For appeals involving experimental or investigational services KFHPWAO will make a decision and communicate the decision to the Member in writing within 20 days of receipt of the appeal.

There is an **expedited/urgent appeals process** in place for cases which meet criteria or where delay using the standard appeal review process will serio life, health or ability to regain maximum function or subject the Member to severe pain that cannot be managed adequately without the requested care or treatment. The Member can request an expedited/urgent appeal in writing to the above address, or by calling KFHPWAO Appeal Department toll-free 1-866-458-5479. The nature of
cepted as urgent, the
member will be notified in writing of the decision not to expedite and given a description on how to grieve the decision.
the definition of expedited, the request will be processed as expedited.

The request for an expedited/urgent appeal will be processed and a decision issued no later than 72 hours after receipt of the request.

The Member may also request an external review at the same time as the internal appeals process if it is an urgent care situation or the Member is in an ongoing course of treatment.

If the Member requests an appeal of a KFHPWAO decision denying benefits for care currently being received, KFHPWAO will continue to provide coverage for the disputed benefit pending the outcome of the appeal. If the KFHPWAO determination stands, the Member may be responsible for the cost of coverage received during the review period.

The U.S. Department of Health and Human Services has designated the Washington State Office of the sion as the health insurance consumer ombudsman. The Consumer Protection Division Office can be reached by mail at Washington State Insurance Commissioner, Consumer Protection Division, P.O. Box 40256, Olympia, WA 98504-0256 or at toll-free 1-800-562-6900. More information about requesting assistance from the Consumer Protection Division Office can be found at http://www.insurance.wa.gov/your-insurance/health-insurance/appeal/.

2. Next Level of Appeal

If the Member is not satisfied with the decision regarding medical necessity, medical appropriateness, health care setting, level of care, or if the requested service is not efficacious or otherwise unjustified under evidence-based medical criteria, or if KFHPWAO fails to adhere to the requirements of the appeals process, the Member may request a second level review by an external independent review organization not legally affiliated with or controlled by KFHPWAO. KFHPWAO will notify the Member of the name of the external independent review organization and its contact information. The external independent review organization will accept additional written information for up to five business days after it receives the assignment for the appeal. The external independent review will be conducted at no cost to the Member. Once a decision is made through an independent review organization, the decision is final and cannot be appealed through KFHPWAO.

If the Member requests an appeal of a KFHPWAO decision denying benefits for care currently being received, KFHPWAO will continue to provide coverage for the disputed benefit pending the outcome of the appeal. If the KFHPWAO determination stands, the Member may be responsible for the cost of coverage received during the review period.

A request for a review by an independent review organization must be made within 180 days after the date of the initial appeal decision notice.

IX. Claims

Claims for benefits may be made before or after services are obtained. KFHPWAO recommends that the provider requests Preauthorization. In most instances, contracted providers submit claims directly to KFHPWAO. If your provider does not submit a claim to make a claim for benefits, a Member must contact Member Services, or submit a claim for reimbursement as described below. Other inquiries, such as asking a health care provider about care or coverage, or submitting a prescription to a pharmacy, will not be considered a claim for benefits.

If a Member receives a bill for services the Member believes are covered, the Member must, within 90 days of the date of service, or as soon thereafter as reasonably possible, either (1) contact Member Services to make a claim or (2) pay the bill and submit a claim for reimbursement of Covered Services, or (3) for out-of-country claims (Emergency care only) submit the claim and any associated medical records, including the type of service, and proof of travel to KFHPWAO, P.O. Box 30766, Salt Lake City, UT 84130-0766. In no event, except in the absence of legal capacity, shall a claim be accepted later than 1 year from the date of service.

KFHPWAO will generally process claims for benefits within the following timeframes after KFHPWAO receives the claims:

- Immediate request situations within 1 business day.
- Concurrent urgent requests within 24 hours.
- Urgent care review requests within 48 hours.

- Non-urgent preservice review requests within 5 calendar days.
- Post-service review requests within 30 calendar days.

Timeframes for pre-service and post-service claims can be extended by KFHPWAO for up to an additional 15 days. Members will be notified in writing of such extension prior to the expiration of the initial timeframe.

X. Coordination of Benefits

The coordination of benefits (COB) provision applies when a Member has health care coverage under more than one plan. Plan is defined below.

The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits according to its policy terms without regard to the possibility that another plan may cover some expenses. The plan that pays after the primary plan is the secondary plan. In no event will a secondary plan be required to pay an amount in excess of its maximum benefit plus accrued savings.

If the Member is covered by more than one health benefit plan, and the Member does not know which is the primary ontact any one of the health plans to verify which plan is primary. The health plan the Member contacts is responsible for working with the other plan to determine which is primary and will let the Member know within 30 calendar days.

All health plans have timely claim filing requirements. If the Member or provider fails to submit the claim to a second ling time limit, the plan can deny the claim. If the Member experiences delays in the processing of the claim by the primary health plan, the Member or the provider will need to submit the claim to the secondary health plan within its claim filing time limit to prevent a denial of the claim.

If the Member is covered by more than one health benefit plan, the

Medicare may

Definitions.

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

1. Plan includes: group, individual or blanket disability insurance contracts and group or individual contracts issued by health care service contractors or health maintenance organizations (HMO), closed panel plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.

2. Plan does not include: hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental plans; unless permitted by law.

Each contract for coverage under Subsection 1. or 2. is a separate plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

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

C. The order of benefit determination rules determine whether this plan is a primary plan or secondary plan when the Member has health care coverage under more than one plan.

When this plan is primary, it determines payment for its benefits first before those of any other plan without considering a secondary, it determines its benefits after those of another plan and must make payment in an amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim equal 100% of the total allowable expense for that claim. This means that when this plan is secondary, it must pay the amount which, when combined with what the primary plan paid, totals 100% of the allowable expense. In addition, if this plan is secondary, it must calculate its savings (its amount paid subtracted from the amount it would have paid had it been the primary plan) and record these savings as a benefit reserve for the covered Member. This reserve must be used by the secondary plan to pay any allowable expenses not otherwise paid, that are incurred by the covered person during the claim determination period.

D. Allowable Expense. Allowable expense is a health care expense, coinsurance or copayments and without reduction for any applicable deductible, that is covered at least in part by any plan covering the person. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the Member is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

1. The difference between the cost of a semi-private hospital room and a private hospital room is not an allowable expense, unless one of the plans provides coverage for private hospital room expenses.

2. If a Member is covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.

3. If a Member is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.

4. An expense or a portion of an expense that is not covered by any of the plans covering the person is not an allowable expense.

E. Closed panel plan is a plan that provides health care benefits to covered persons in the form of services through a panel of providers who are primarily employed by the plan, and that excludes coverage for services provided by other providers, except in cases of Emergency or referral by a panel member.

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

Order of Benefit Determination Rules.

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

A. The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other plan.

B. (1) Except as provided below (subsection 2), a plan that does not contain a coordination of benefits provision that is consistent with this chapter is always primary unless the provisions of both plans state that the complying plan is primary.

(2) Coverage that is obtained by virtue of membership in a Group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage is excess to any other parts of the plan provided by the contract holder. Examples include major medical coverages that are superimposed over hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.

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

D. Each plan determines its order of benefits using the first of the following rules that apply:

1. Non-Dependent or Dependent. The plan that covers the Member other than as a Dependent, for example as an employee, member, policyholder, Subscriber or retiree is the primary plan and the plan that covers the Member as a Dependent is the secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the Member as a Dependent, and primary to the plan covering the Member as other than a Dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed so that the plan covering the Member as an employee, member, policyholder, Subscriber or retiree is the secondary plan and the other plan is the primary plan.

2. Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one plan the order of benefits is determined as follows:
   a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
      - The plan of the parent whose birthday falls earlier in the calendar year is the primary plan; or
      - If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
   b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
      i. If a court decree states that one
      care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination periods commencing after the plan is given notice of the court decree;
      ii. If a court decree states one parent is to assume primary financial responsibility for the dependent child but does not mention responsibility for health care expenses, the plan of the parent assuming financial responsibility is primary;
      iii. If a court decree states that both parents are responsible for the dependen
      expenses or health care coverage, the provisions of a) above determine the order of benefits;
      iv. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subsection a) above determine the order of benefits; or
      v. If there is no court decree al
      expenses or health care coverage, the order of benefits for the child are as follows:
         - The plan covering the custodial parent, first;
         - The plan covering the spouse of the custodial parent, second;
         - The plan covering the non-custodial parent, third; and then
         - The plan covering the spouse of the non-custodial parent, last.

c) For a dependent child covered under more than one plan of individuals who are not the parents of the child, the provisions of Subsection a) or b) above determine the order of benefits as if those individuals were the parents of the child.

3. Active employee or retired or laid-off employee. The plan that covers a Member as an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan covering that same Member as a retired or laid off employee is the secondary plan. The same would hold true if a Member is a Dependent of an active employee and that same Member is a Dependent of a retired or laid-off employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under Section D(1) can determine the order of benefits.

4. COBRA or State Continuation Coverage. If a Member whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the Member as an employee, member, Subscriber or retiree or covering the Member as a Dependent of an employee, member, Subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under Section D.1. can determine the order of benefits.

5. Longer or shorter length of coverage. The plan that covered the Member as an employee, member, Subscriber or retiree longer is the primary plan and the plan that covered the Member the shorter period of time is the secondary plan.

6. If the preceding rules do not determine the order of benefits, the allowable expenses must be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more than it would have paid had it been the primary plan.

Effect on the Benefits of this Plan.

When this plan is secondary, it must make payment in an amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim equal one hundred percent of the total allowable expense for that claim. However, in no event shall the secondary plan be required to pay an amount in excess of its maximum benefit plus accrued savings. In no event should the Member be responsible for a deductible amount greater than the highest of the two deductibles.

Right to Receive and Release Needed Information.

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this plan and other plans. KFHPWAO may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this plan and other plans covering the Member claiming benefits. KFHPWAO need not tell, or get the consent of, any Member to do this. Each Member claiming benefits under this plan must give KFHPWAO any facts it needs to apply those rules and determine benefits payable.

Facility of Payment.

If payments that should have been made under this plan are made by another plan, KFHPWAO has the right, at its discretion, to remit to the other plan the amount it determines appropriate to satisfy the intent of this provision. The amounts paid to the other plan are considered benefits paid under this plan. To the extent of such payments, KFHPWAO is fully discharged from liability under this plan.

Right of Recovery.

KFHPWAO has the right to recover excess payment whenever it has paid allowable expenses in excess of the maximum amount of payment necessary to satisfy the intent of this provision. KFHPWAO may recover excess payment from any person to whom or for whom payment was made or any other issuers or plans.

Questions about Coordination of Benefits? Contact the State Insurance Department.

Effect of Medicare.

Medicare primary/secondary payer guidelines and regulations will determine primary/secondary payer status and will be adjudicated by KFHPWAO as set forth in this section. KFHPWAO will pay primary to Medicare when required by federal law. When Medicare, Part A and Part B or Part C are primary, Medicare's allowable amount is the highest allowable expense.

When a Preferred Provider renders care to a Member who is eligible for Medicare benefits, and Medicare is deemed to be the primary bill payer under Medicare secondary payer guidelines and regulations, KFHPWAO will seek Medicare reimbursement for all Medicare covered services.

When a Member, who is a Medicare beneficiary and for whom Medicare has been determined to be the primary bill payer under Medicare secondary payer guidelines and regulations, seeks care from Out-of-Network Providers, KFHPWAO has no obligation to provide any benefits except as specifically outlined in the Out-of-Network option under Section IV.

XI. Subrogation and Reimbursement Rights

The benefits under this EOC will be available to a Member for injury or illness caused by another party, subject to the exclusions and limitations of this EOC. If KFHPWAO provides benefits under this EOC for the treatment of the injury or illness, KFHPWAO will be subrogated to any rights that the Member may have to recover compensation or damages related to the injury or illness and the Member shall reimburse KFHPWAO for all benefits provided, from any amounts the Member received or is entitled to receive from any source on account of such injury or illness, whether by suit, settlement or otherwise, including but not limited to:

- Payments made by a third party or any insurance company on behalf of the third party;
- Any payments or awards under an uninsured or underinsured motorist coverage policy;
-
- Medical payments cove
  coverage or premises or h
- Any other payments from a source intended to compensate an Injured Person for injuries resulting from an accident or alleged negligence.

This section more fully describes KFHPWAO ement rights.

"Injured Person" under this section means a Member covered by the EOC who sustains an injury or illness and any spouse, dependent or other person or entity that may recover on behalf of such Member including the estate of the Member and, if the Member is a minor, the guardian or parent of the Member. When referred to in this section, "KFHPWAO's Medical Expenses" means the expenses incurred and the value of the benefits provided by KFHPWAO under this EOC for the care or treatment of the injury or illness sustained by the Injured Person.

If the Inj t the third party and/or payment by the third party to the Injured Person and/or a settlement between the third party and the Injured Person, KFHPWAO shall have the right to recover KFHPWAO's Medical Expenses from any source available to the Injured Person as a result of the events causing the injury. This right is commonly referred to as "subrogation." KFHPWAO shall be subrogated to and may enforce all rights of the Injured Person to the full extent of KFHPWAO's Medical Expenses.

By accepting benefits under this plan,
reimbursement. This right of reimbursement attaches when this KFHPWAO has provided benefits for injuries or illnesses caused by another party and the Injured Person or the Injured Person
amounts from a third party or any other source of recovery. KFHPWA with and not exclusive of its subrogation right and KFHPWAO may choose to exercise either or both rights of recovery.

In benefits or claims or rights of recovery they may have under any automobile policy or other coverage, to the full extent of the

ion and reimbursement claims. This assignment allows KFHPWAO to pursue any claim the Injured Person may have, whether or not they choose to pursue the claim.

KFHPWAO rights shall be limited to the excess of the amount required to fully compensate the Injured Person for the loss sustained, including general damages.

Subject to the above provisions, if the Injured Person is entitled to or does receive money from any source as a result of the events causing the injury or illness, including but not limited to any liability insurance or uninsured/underinsured motorist funds, KFHPWAO cal Expenses are secondary, not primary.

The Injured Person and their agents shall cooperate fully with KFHPWAO in its efforts to collect KFHPWAO's Medical Expenses. This cooperation includes, but is not limited to, supplying KFHPWAO with information about the cause of injury or illness, any potentially liable third parties, defendants and/or insurers related to the Injured Person's claim. The Injured Person shall notify KFHPWAO within 30 days of any claim that may give rise to a claim for subrogation or reimbursement. The Injured Person shall provide periodic updates about any facts that may impact KFHPWAO ogation as requested by KFHPWAO and shall inform KFHPWAO of any settlement or other payments relating to the Injured Per their agents shall permit KFHPWAO, at KFHPWAO's option, to associate with the Injured Person or to intervene in any legal, quasi-legal, agency or any other action or claim filed.

The Injured Person and their agents shall do nothing to prejudice KFHPWAO gation and reimbursement rights. The Injured Person shall promptly notify KFHPWAO of any tentative settlement with a third party and shall not settle a claim without protecting KFHPWAO The Injured Person shall provide 21 days advance notice to KFHPWAO before there is a disbursement of proceeds from any settlement with a third party that may give rise to a claim for subrogation or reimbursement. If the Injured Person fails to cooperate fully with KFHPWAO in recovery of KFHPWAO and such failure pr reimbursement rights, the Injured Person shall be responsible for directly reimbursing KFHPWAO for 100% of KFHPWAO

To the extent that the Injured Person recovers funds from any source that in any manner relate to the injury or illness giving rise to KFHPWAO eimbursement or subrogation, the Injured Person agrees to hold such monies in trust or in a separate identifiable account until KFHPWAO ment rights are fully determined and that KFHPWAO has an equitable lien over such monies to the full extent of KFHPWAO Expenses and/or the Injured Person agrees to serve as constructive trustee over the monies to the extent of KFHPWAO xpenses. In the event that such monies are not so held, the funds are recoverable even if they have been comingled with other assets, without the need to trace the source of the funds. Any party who distributes funds without regard to KFHPWAO subrogation or reimbursement will be personally liable to KFHPWAO for the amounts so distributed.

If reasonable collections costs have been incurred by an attorney for the Injured Person in connection with obtaining recovery, KFHPWAO will reduce the amount of reimbursement to KFHPWAO by the amount of an equitable apportionment of such collection costs between KFHPWAO and the Injured Person. This reduction will be made only if each of the following conditions has been met: (i) KFHPWAO receives a list of the fees and associated costs were directly related to securing recovery for the Injured Party.

To the extent the provisions of this Subrogation and Reimbursement section are deemed governed by ERISA, implementation of this section shall be deemed a part of claims administration and KFHPWAO shall therefore have discretion to interpret its terms.

XII. Definitions

Allowance	The maximum amount payable by KFHPWAO for certain Covered Services.
Allowed Amount	The amount that is reimbursable to the provider and includes payments by

	KFHPWAO, the Member, and other third-party payers, as applicable. (1) For providers who have contracted with KFHPWAO: the amount these providers have agreed to accept as payment in full for a service. (2) For providers who have not contracted with KFHPWAO: (a) an amount equal to 125% of the fee schedule determined by the Centers for Medicare and Medicaid Services (Medicare fee schedule) for facility or physician professional services and 105% of the Medicare fee schedule for non-physician professional services or (b) KFHPWAO eimbursable amount for the same or similar service from a Preferred Provider if such service is not included in the Medicare fee schedule. There is an exception to the above definition of Allowed Amount for out-of-network Emergency Services. For such services, the Allowed Amount is defined as at least equal to the greatest of the following: (i) the median amount reimbursed for the same or similar service from a provider who has contracted with KFHPWAO, (ii) the amount generally payable to providers who have not contracted with KFHPWAO (see methodologies above), or (iii) 100% of the Medicare fee schedule. For all charges from providers who have not contracted with KFHPWAO under Access PPO, Members may be required to pay any difference between the charge for services and the Allowed Amount, except for Emergency services.
Convalescent Care	Care furnished for the purpose of meeting non-medically necessary personal needs which could be provided by persons without professional skills or training, such as assistance in walking, dressing, bathing, eating, preparation of special diets, and taking medication.
Copayment	The specific dollar amount a Member is required to pay at the time of service for certain Covered Services.
Cost Share	The portion of the cost of Covered Services for which the Member is liable. Cost Share includes Copayments, coinsurances and Deductibles.
Covered Services	The services for which a Member is entitled to coverage in the Evidence of Coverage.
Creditable Coverage	Coverage is creditable if the actuarial value of the coverage equals or exceeds the actuarial value of standard Medicare prescription drug coverage, as demonstrated through the use of generally accepted actuarial principles and in accordance with CMS actuarial guidelines. In general, the actuarial determination measures whether the expected amount of paid claims under KFHPWAO s prescription drug coverage is at least as much as the expected amount of paid claims under the standard Medicare prescription drug benefit.
Deductible	A specific amount a Member is required to pay for certain Covered Services before benefits are payable.
Dependent	Any member of a Subscriber's family who meets all applicable eligibility requirements, is enrolled hereunder and for whom the premium has been paid.
Emergency	The emergent and acute onset of a medical, mental health or substance use disorder symptom or symptoms, including but not limited to severe pain or emotional distress, that would lead a prudent lay-person acting reasonably to believe that a health condition exists that requires immediate medical attention, if failure to provide medical attention would result in serious impairment to bodily function or serious

	dysfunction of a bodily organ or part, or would place the Memb lth, or if the Member is pregnant, the health of her unborn child, in serious jeopardy, or any other situations which would be considered an emergency under applicable federal or state law.
Essential Health Benefits	Benefits set forth under the Patient Protection and Affordable Care Act of 2010, including the categories of ambulatory patient services, Emergency services, hospitalization, maternity and newborn care, mental health and substance use disorder services, including behavioral health treatment, prescription drugs, rehabilitative and habilitative services and devices, laboratory services, preventive and wellness services and chronic disease management and pediatric services, including oral and vision care.
Evidence of Coverage	The Evidence of Coverage is a statement of benefits, exclusions and other provisions as set forth in the Group medical coverage agreement between KFHPWAO and the Group.
Family Unit	A Subscriber and all their Dependents.
Group	An employer, union, welfare trust or bona-fide association which has entered into a Group medical coverage agreement with KFHPWAO.
Hospital Care	Those Medically Necessary services generally provided by acute general hospitals for admitted patients.
Medical Condition	A disease, illness or injury.
Medically Necessary	Pre-service, concurrent or post-service reviews may be conducted. Once a service has been reviewed, additional reviews may be conducted. Members will be notified in writing when a determination has been made. Appropriate and clinically necessary services, as determined by KFHPWAO medical director according to generally accepted principles of good medical practice, which are rendered to a Member for the diagnosis, care or treatment of a Medical Condition and which meet the standards set forth below. In order to be Medically Necessary, services and supplies must meet the following requirements: (a) are not solely for the convenience of the Member, their family member or the provider of the services or supplies; (b) are the most appropriate level of service or supply which can be safely provided to the Member; (c) are for the diagnosis or treatment of an actual or existing Medical Condition unless being provided under KFHPWAO recreational, life-enhancing, relaxation or palliative therapy, except for treatment of terminal conditions; (e) are appropriate and consistent with the diagnosis and which, in accordance with accepted medical standards in the State of Washington, could not have been omitted without ad of health services rendered; (f) as to inpatient care, could not have been provided in a e outpatient department of a hospital or a non-residential facility without affecting the are not primarily for research and data accumulation; and (h) are not experimental or investigational. The length and type of the treatment program and the frequency and modality of visits covered shall be determined by KFHPWAO medical director. In addition to being medically necessary, to be covered, services and supplies must be otherwise included as a Covered Service and not excluded from coverage.
Medicare	The federal health insurance program for people who are age 65 or older, certain younger people with disabilities, and people with End-Stage Renal Disease

	(permanent kidney failure requiring dialysis or a transplant, sometimes called ESRD).
Member	Any enrolled Subscriber or Dependent.
Out-of-Network Provider	Physicians licensed under 18.71 or 18.57 RCW, registered nurses licensed under 18.79 RCW, midwives licensed under 18.79 RCW, naturopaths licensed under 18.36A RCW, acupuncturists licensed under 18.06 RCW, podiatrists licensed under 18.22 RCW or, in the case of non-Washington State providers or out-of-country providers, those providers meeting equivalent licensing and certification requirements established in the territories where the provider's practice is located. For purposes of the EOC, Out-of-Network Providers do not include individuals employed by or under contract with KFHPWAO Preferred Provider Network or who provide a service or treat Members outside the scope of their licenses.
Out-of-pocket Expenses	Those Cost Shares paid by the Subscriber or Member for Covered Services which are applied to the Out-of-pocket Limit.
Out-of-pocket Limit	The maximum amount of Out-of-pocket Expenses incurred and paid during the calendar year for Covered Services received by the Subscriber and their Dependents within the same calendar year. The Out-of-pocket Expenses which apply toward the Out-of-pocket Limit are set forth in Section IV.
Plan Coinsurance	The percentage amount the Member is required to pay for Covered Services received.
PPN Facility	A facility (hospital, medical center or health care center) owned or operated by Kaiser Foundation Health Plan of Washington or otherwise designated by KFHPWAO Preferred Provider Network.
Preauthorization	An approval by KFHPWAO that entitles a Member to receive Covered Services from a specified health care provider. Services shall not exceed the limits of the Preauthorization and are subject to all terms and conditions of the EOC. Benefits do not require Preauthorization, except as noted under Section IV. Members who have a complex or serious medical or psychiatric condition may receive a standing Preauthorization for specialty care provider services.
Preferred Provider	A provider who is employed by Kaiser Foundation Health Plan of Washington or Washington Permanente Medical Group, P.C., or contracted with the Preferred Provider Network to provide primary care services to Members and any other health care professional or provider with whom the Preferred Provider Network has contracted to provide health care services to Members enrolled, including, but not limited to, physicians, podiatrists, nurses, physician assistants, social workers, optometrists, psychologists, physical therapists and other professionals engaged in the delivery of healthcare services who are licensed or certified to practice in accordance with Title 18 Revised Code of Washington.
Preferred Provider Network	The participating provider with which KFHPWAO has entered into a written participating provider agreement for the provision of Covered Services.
Residential Treatment	A term used to define facility-based treatment, which includes 24 hours per day, 7 days per week rehabilitation. Residential Treatment services are provided in a facility specifically licensed in the state where it practices as a residential treatment center. Residential treatment centers provide active treatment of patients in a controlled environment requiring at least weekly physician visits and offering treatment by a multi-disciplinary team of licensed professionals.

Service Area	Washington counties of Benton, Columbia, Franklin, Island, King, Kitsap, Kittitas, Lewis, Mason, Pierce, Skagit, Snohomish, Spokane, Thurston, Walla Walla, Whatcom, Whitman and Yakima.
Subscriber	A person employed by or belonging to the Group who meets all applicable eligibility requirements, is enrolled and for whom the premium has been paid.
Urgent Condition	The sudden, unexpected onset of a Medical Condition that is of sufficient severity to require medical treatment within 24 hours of its onset.

Kaiser Permanente Nondiscrimination Notice and Language Access Services

KAISER PERMANENTE®

KAISER PERMANENTE NONDISCRIMINATION NOTICE

Kaiser Foundation Health Plan of Washington and Kaiser Foundation Health Plan of Washington Options, Inc. ("Kaiser Permanente") comply with applicable federal civil rights laws and do not discriminate, exclude people, or treat them differently on the basis of race, color, national origin, age, disability, sex, sexual orientation, gender identity, or any other basis protected by applicable federal, state, or local law. We also:

Provide free aids and services to people with disabilities to help ensure effective communication, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, and accessible electronic formats)
- Assistive devices (magnifiers, Pocket Talkers, and other aids)

Provide free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, contact Kaiser Permanente.

If you believe that Kaiser Permanente has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, sexual orientation, or gender identity, you can file a grievance. Please call us if you need help submitting a grievance. The Civil Rights Coordinator will be notified of all grievances related to discrimination.

Kaiser Permanente
Phone: 206-630-4636
Toll-free: 1-888-901-4636
TTY Washington Relay Service: 1-800-833-6388 or 711
TTY Idaho Relay Service: 1-800-377-3529 or 711
Electronically: kp.org/wa/feedback

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW., Room 509F
HHH Building
Washington, DC 20201
1-800-368-1019, 800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

For Medicare Advantage Plans Only: Kaiser Permanente is an HMO plan with a Medicare contract. Enrollment in Kaiser Permanente depends on contract renewal.

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LANGUAGE ACCESS SERVICES

English: ATTENTION: If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-888-901-4636 (TTY: 1-800-833-6388 or 711).

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

中文 **(Chinese)**：注意：如果您使用繁體中文，您可 以免費獲得語言援助服務。請致電 1-888-901-4636 (TTY: 1-800-833-6388 / 711)。

Tiếng Việt (Vietnamese): CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

한국어(Korean): 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-901-4636 (TTY: 1-800-833-6388 / 711) 번으로 전화해 주십시오.

Русский (Russian): ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-901-4636 (телетайп: 1-800-833-6388 / 711).

Filipino (Tagalog): PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

Українська (Ukrainian): УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-888-901-4636 (телетайп: 1-800-833-6388 / 711).

ភាសាខ្មែរ (Khmer)៖ របយ័តន៖ បើសិនអកនិយែខរ, សេជំនួយែផក យេមិនគិតល គឺចនសំប់បំរអក។ ចូរទូ រស័ព

1-888-901-4636 (TTY: 1-800-833-6388 / 711)។

日本語 (Japanese): 注意事項：日本語を話される場 合、無料の言語支援をご利用いただけます。 1-888-901-4636 (TTY: 1-800-833-6388 / 711) まで、 お電話にてご連絡ください。

አማርኛ (Amharic)፥ **ማስታወሻ:** የሚናገሉት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጀተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ 1-888-901-4636 (መስማት ለተሳናቸው: 1-800-833-6388 / 711).

Oromiffa (Oromo): XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

ਪੰਜਾਬੀ (Punjabi) ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-901-4636 (TTY: 1-800-833-6388 / 711) 'ਤੇ ਕਾਲ ਕਰੋ।

العربية (Arabic): لديكم حق الحصول على مساعدة ومعلومات في ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-901-4636 رقم هاتف الصم والبكم: (711 / 1-800-833-6388).

Deutsch (German): ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

ພາສາລາວ (Lao): ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາລາວ, ການບໍ ລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັງຄ່າ, ແມ່ນມີພ້ອມ ໃຫ້ທ່ານ. ໂທຣ 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

Srpsko-hrvatski (Serbo-Croatian): OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-888-901-4636 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 1-800-833-6388 / 711).

Français (French): ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-901-4636 (ATS: 1-800-833-6388 / 711).

Română (Romanian): ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

Adamawa (Fulfulde): MAANDO: To a waawi Adamawa, e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

فارسی (Farsi): توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-901-4636 (TTY: 1-800-833-6388 / 711) تماس بگیرید.

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Exhibit D

KAISER PERMANENTE®

Health Plan Policy
Non-Medicare Policies

Cochlear Implants/Implanted Hearing Devices	Policy Number:	NM-017
	Adopted:	06/01/1997
	Last Revised:	07/31/2022

PURPOSE:

EXPLANATION:

To ensure consistent administration of the Kaiser Foundation Health Plan of Washington (KFHPWA)/Kaiser Foundation Health Plan of Washington Options, Inc. (KFHPWAO) Evidence of Coverage (EOC) provisions for coverage of cochlear implants and implanted hearing device services.

POLICY:

DESCRIPTION:

Cochlear Implants
A cochlear implant is an electronic device that can enable patients with severe to profound hearing loss to perceive sound. Cochlear implants have two main parts:

1. An internal device that is implanted under the skin behind the ear, and
2. A speech processor that is worn or carried (externally) by the individual.

Osseointegrated Implants (Bone Anchored Hearing Aids - BAHA)
Devices implanted in the skull that replace the function of the middle ear and provide mechanical energy to the cochlea via a mechanical transducer. These are covered as a prosthetic when hearing aids are medically inappropriate or cannot be used due to:

1. Congenital malformations
2. Chronic disease,
3. Severe sensorineural hearing loss, or
4. Surgery

PROCEDURES:

IMPLEMENTING THE BENEFITS ADMINISTRATION POLICY

These procedures provide additional information related to the Benefits Administration Policy but are separate and /distinct from that policy. Benefits Administration Leadership retains discretion in implementing these procedures and can change them at any time, with or without notice.

GUIDELINES:

This policy is related to medically necessary implantable hearing devices; Cochlear Implants and Bone Anchored Hearing Aids (BAHA). It does not contain coverage information for hearing aids. For coverage information for hearing aids, check the EOC or rider to confirm the benefit.

Cochlear Implants
The initial cochlear implant, including implant surgery, pre-implant testing, post-implant follow-up, speech therapy, programming and associated supplies (transmitter cable, batteries, etc.) are covered at the **medical benefit** when Clinical Criteria is met.

Some plans may choose to apply the Devices, Equipment and Supplies benefit for the cochlear implant device and supplies. Check the EOC to confirm the benefit.

Coverage of Cochlear Implant Replacements
The following cochlear implant replacement items are covered under the **DME benefit**, unless otherwise stated in the EOC and/or rider:

L8617 – Transmitting coil for use with cochlear implant device, replacement
L8618 – Transmitter cable for use cochlear implant device or auditory osseointegrated device, replacement
L8619 - Cochlear implant, external speech processor and controller, integrated system, replacement
L8621 - Zinc air battery for use with cochlear implant device and auditory osseointegrated sound processor, replacement each
L8624 – Lithium ion battery for use with cochlear implant or auditory osseointergated device speech processor, ear level, replacement, each

Prior to 01/01/2022, cochlear implant replacement items were configured under the medical benefit for most plans.

Replacement/Repair Cochlear Implants
A cochlear implant includes external components (i.e., a speech processor, a microphone headset and an audio input selector). The life expectancy of a typical processor is between 5-7 years. Before replacement is approved the member must have a durable medical equipment or cochlear implant benefit and the device must no longer be on warrantee or part of a replacement recall. Replacement (L8619) of a cochlear implant and/or its external components is considered for coverage when:

1. The existing device cannot be repaired or when replacement is required because a change in the member's condition makes the present unit non-functional and;
2. Improvement is expected with a replacement unit;
3. A separate assessment is required for recommended accessories and upgrades for a cochlear implant. The member's current condition, the member's capabilities with his/her current cochlear implant, and the member's capabilities of the upgrade or accessory will be considered in determining whether the upgrade or accessory offers clinically significant benefits to the member
4. The evaluation must be conducted by a participating otolaryngologist.

Upgrade Cochlear Implants
Cochlear implant upgrades are only covered when the current device is no longer functioning and the replacement criteria (as stated above) are met.

Bone Anchored Hearing Aids (BAHA)
For most plans, BAHA's, including testing, surgery, fitting, follow-up, speech therapy and programming are covered at the medical benefit when Clinical Criteria is met. BAHA replacement hardware will be covered under the plan's prosthetic devices benefit. Check the DE rider to confirm the benefit.
Evaluation and diagnostic testing are covered even when results reveal the patient is not a candidate. Any tests available at Kaiser Permanente (e.g., tympanometry, computer tomography, etc.) must be provided at Kaiser Permanente.

Associated supplies are covered when device criteria has been met.

EXCLUSIONS:

N/A

APPLICABILITY:

Unless specifically identified as excluded, this policy applies to:
• Kaiser Foundation Health Plan of Washington (KFHPWA)
• Kaiser Foundation Health Plan of Washington Options, Inc. (KFHPWAO)
• Commercial
• Self-Funded ○ Content found in this policy applies to the Self-Funded plan document and/or riders state otherwise.

SCOPE:

This policy is intended to support consistent benefit application for Kaiser members.

RESPONSIBILITIES:

Benefits Administration is responsible for the interpretation of regulations and guidelines as it relates to policy level coverage determinations. Policies are reviewed on a regular basis to ensure accurate information.

DEFINITIONS:

N/A

REFERENCES:

N/A

Authorized HPSA Authority: Director of Benefits Administration
Designated Content Expert: Benefit Interpretation Coordinator

Exhibit E

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ANDREA SCHMITT; ELIZABETH MOHONDRO; and O.L. by and through her parents, J.L. and K.L., each on their own behalf and on behalf of all similarly situated individuals,	)	
Plaintiffs,	)	
vs.	)	No. 2:17-cv-01611-RSL
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON; KAISER FOUNDATION HEALTH PLAN OF WASHINGTON OPTIONS, INC; KAISER FOUNDATION HEALTH PLAN OF THE nORTHWEST; and KAISER FOUNDATION HEALTH PLAN, INC.,	)	
Defendants.	)	

ZOOM DEPOSITION UPON ORAL EXAMINATION

OF

SUSAN PORTER

9:30 a.m.

April 5, 2023

REPORTED BY: Pat Lessard, CCR #2104

A P P E A R A N C E S

FOR THE PLAINTIFFS:

MS. ELE HAMBURGER
Sirianni, Youtz, Spoonemore & Hamburger
3101 Western Avenue, Suite 350
Seattle, Washington 98121
ele@sylaw.com

MR. JOHN WALDO, PRO HAC VICE
Law Offices of John F. Waldo
2108 McDuffie Street
Houston, TX 77019
206.849.5009
johnwaldo@hotmail.com

FOR THE DEFENDANTS:

MS. MEDORA MARISSEAU
Karr Tuttle Campbell
701 Fifth Avenue, Suite 3300
Seattle, Washington 98101
206.224.8045
mmarisseau@karrtuttle.com

E X A M I N A T I O N

E X H I B I T I N D E X

REFERRED EXHIBIT INDEX

they still need to be evaluated.

Q. (By Ms. Hamburger) Okay. And what if there is no treatment from a physician or an ENT to address the hearing loss that you identify, what do you do?

A. Well, it depends on the level of the hearing loss. But part of my role and my experience is to counsel the patient regarding, you know, if there is hearing loss what the type of hearing loss is, severity of hearing loss.

And then counsel them on, you know, strategies they can use to, you know, hear in a different variety of different situations. And we may recommend that they look into a hearing aid if they are feeling motivated to do so.

Q. So when do you recommend hearing aids for patients?

A. It really varies. Hearing aids -- in my experience I have recommended hearing aids for patients a lot of times based on the difficulty they are expressing and their interest in, you know, doing something to see if they can improve how they hear in certain situations.

Q. Do you recommend a hearing aid when someone has no identifiable hearing loss on an objective audiogram?

A. I personally don't. However, I am familiar with other providers that may recommend hearing aids for other treatments.

Q. So you personally would not recommend a hearing aid unless there was some objective study that showed some amount of hearing loss, is that right?

A. Yes, that is correct.

Q. Okay. And would you personally recommend a hearing aid for someone who showed on an audiogram that they only had mild hearing loss and who didn't report substantial difficulty with hearing subjectively?

MS. MARISSEAU: Object to the form. Speculation, incomplete hypothetical.

A. I would counsel a patient regarding a variety of different options, listening strategies as well as the option of hearing aids.

But if a patient doesn't perceive that they're having a lot of difficulty then my job is to counsel and just provide and make them aware there are options.

Q. (By Ms. Hamburger) So if the patient did not report difficulty in how they are experiencing their hearing loss and they had mild hearing loss you would counsel them as to different strategies for

Q. (By Ms. Hamburger) Sure. Under the base benefit hearing aids are not covered, is that right?

MS. MARISSEAU: Object to the form.

A. My understanding is that if the patient does not have a hearing aid rider attached to their coverage that hearing aids that are prescriptively fit by an audiologist are not included.

MS. MARISSEAU: Are we at a good place to take a break? We've been going about an hour.

MS. HAMBURGER: Sure.

(Recess.)

Q. (By Ms. Hamburger) So I think where we left off is that you had testified that hearing aids, even when purchased through Kaiser, would not be covered under the Kaiser base plan, is that right?

MS. MARISSEAU: Object to the form.

A. I believe I said that hearing aids, like externally worn hearing aids, are not covered under the base plan. But there are some devices that are covered.

Q. (By Ms. Hamburger) Okay. But those devices are not typically called hearing aids?

A. The devices that are covered are -- well, there's a bone-anchored hearing aid, which is a bone-anchored hearing device, or Cochlear implants.

But not externally worn hearing aids.

Q. Okay. When someone needs a hearing aid they just don't get the hearing aid and walk out of the office, right?

MS. MARISSEAU: Object to the form.

A. Can you clarify what you mean?

Q. (By Ms. Hamburger) Sure. When someone gets a hearing aid do they require other related treatment to make the hearing aids fit properly and work properly?

A. So when a patient is fit with a hearing aid, with a prescription type of hearing aid via an audiologist or a hearing instrument specialist, when they're fit with an externally worn hearing aid there is by many states, by Washington State law, a 30-day trial period.

So there is an initial fitting and then there may be additional follow-up appointments during a 30-day period.

Q. And that is to kind of adjust the hearing aid, correct?

A. Yes. It could be to help the patient learn how to put it in or to adjust the hearing aid.

Sometimes the patient doesn't need any additional followup but there's a period of time that

benefit together with the objective study that shows the amplification is doing what it should be doing?

A. Yes. And sometimes they're also independent. We may see that the hearing aid is doing what it's supposed to be doing and they may not perceive benefit or they may perceive benefit even though the hearing aid is not necessarily performing what we think it should.

Q. Okay. When does an audiologist determine that a Cochlear implant is necessary?

A. So a Cochlear implant is recommended when the hearing loss meets certain criteria for severity between the hearing loss and word understanding and the patient is no longer feeling like they're getting, you know, enough benefit, if they're using hearing aids, from the hearing aids.

Q. Does Kaiser require someone to use and not receive sufficient benefit from a hearing aid before it would consider them for a Cochlear implant?

A. There is clinical criteria that the patient needs to meet through testing that's performed. And some of that testing is performed with the externally worn air conduction hearing aids, you know, in their ears.

Q. So do most people who get Cochlear implants

try hearing aids first?

MS. MARISSEAU: Lack of foundation.

A. I don't personally fit Cochlear implants but I know to meet the criteria the testing needs to be done in what we refer to as the best-aided condition. So typically that involves hearing aids.

Whether they've worn them in the past or whether they're wearing them for the purpose of the test we do have to perform testing with hearing aids.

Q. (By Ms. Hamburger) Okay. And what level of hearing loss is usually required, typically required for a patient to be eligible for a Cochlear implant?

A. There are a few different types of criteria. So in general it is moderately severe to severe or profound.

But that's an average of frequencies or average level across the frequency range, so some patients may have better hearing in certain pitches and worse hearing in other pitches.

Q. Other than -- I think we've discussed BAHAs, or bone-anchored hearing aids, Cochlear implants, Soundbridge, Soundbite and externally worn air conduction hearing aids.

Are there other hearing devices that are typically provided to treat hearing loss?

A. I think there are a variety of amplifying devices that are available such as FM systems, amplifiers like pocket talkers that patients may use or over-the-counter hearing aids.

Q. Okay. But those other devices you're talking about do not have to be prescribed or recommended by a licensed hearing care professional, is that right?

A. Correct. An FM system sometimes is used in conjunction with a hearing aid. But other than that, many of those are available over the counter.

Q. So the universe of devices for hearing loss that are required to be prescribed or recommended by a licensed hearing professional are those five devices: the Cochlear implants, BAHAs, externally worn hearing aids, Soundbridge and Soundbite, is that right?

MS. MARISSEAU: Object to the form.

A. There may be others. There are other types of -- there may be other types of middle ear implants and things that I'm not familiar with.

But the ones I'm most familiar with are Cochlear implant, BAHAs and externally worn air conduction hearing aids.

Q. (By Ms. Hamburger) Okay. And are externally worn air conduction hearing aids used to

treat any other medical conditions other than hearing loss?

A. So some patients may use them to assist in tinnitus or tinnitus or to reduce how much they notice their tinnitus or tinnitus. And sometimes they're recommended for patients with auditory processing disorders.

Q. Does Kaiser cover hearing aids when they are used to treat tinnitus?

A. Well, it's not covered under the base benefit.

Q. Okay. Does Kaiser cover it under the base benefit when it is used to treat auditory processing disorders?

A. No. Not that I'm aware.

Q. Okay. Have you ever prescribed hearing aids for tinnitus or auditory processing disorders?

A. No.

Q. So over the many years that you have been prescribing hearing aids you've never had the occasion to prescribe it for those two conditions?

A. I have -- well, it's been several years since I've fit hearing aids and my recommendation for patients with tinnitus, if they have hearing loss, then maybe they can look into hearing aids.

And they may also notice some benefit for tinnitus but there are other options available for tinnitus as well.

Q. So you've counseled patients when they already have hearing loss and tinnitus that it might have some benefit to their tinnitus, right?

A. Correct.

Q. And other than those two conditions you mentioned are hearing aids used to treat any other medical conditions?

A. Not that I'm aware of.

Q. What about bone-anchored hearing aids, are they used to treat any other medical conditions than hearing loss?

A. Not that I'm aware of.

Q. What about Cochlear implants, are they used to treat any other medical condition than hearing loss?

A. Not that I'm aware of.

Q. Okay. And hearing aids that are not over the counter have to be prescribed or recommended by a licensed hearing professional, is that right?

A. Well, they need to be fit by a licensed hearing professional.

Q. And the hearing professional has to

Q. Okay. I'm going to move on.

Since this series of emails in 2014 were you involved in any other revisions to the hearing aid exclusion language?

A. I don't recall. I can't remember what all I was asked about back then.

Q. Are you aware that Kaiser has a Medical Technology Assessment Committee?

A. Yes.

Q. Do you know what it does?

A. Not specifically, no.

Q. Okay. Have you been involved in any reviews by the Medical Technology Assessment Committee since you were employed by either Kaiser or Group Health?

A. I may have been. I don't know for sure the title of the team that I worked with but that may be the team that I worked with in the past.

Q. And what did you work with that team in the past on?

A. I worked with a team for review of the clinical criteria for Cochlear implants and also bone-anchored hearing devices recently.

Q. You said you worked on the one for the bone-anchored hearing devices recently.

What's the timeline for that?

A. Within the past eight months.
Q. Okay. And then you worked on the clinical criteria for Cochlear implants.
When was that?
A. Also probably within the past eight to twelve months.
Q. Okay. And have you worked with any other team to review or to develop clinical criteria for other hearing devices?
A. No.
Q. You haven't done this for hearing aids, right?
A. No.
Q. Who are the other people on this team?
A. There are quite a few people. I don't know all of them.
Q. Can you tell me the ones you know?
A. I've worked with doctor -- I always get his first name wrong -- Dr. Sean Stiven and Dr. Chris Berlin. And I don't know if he's part of that team but I've worked with him in the past.
And I can't recall the names of others off the top of my head.
Q. Dr. Stiven and Dr. Berlin, are they audiologists?

Q. And what's your understanding of what the Medical Policy Committee does?

A. I don't know specifically but in this case we were reviewing the criteria to see if there were any updates that needed to be made to the Cochlear implant or bone-anchored hearing device.

Q. Okay. Have you ever been involved in any cost benefit analysis conducted by Kaiser regarding coverage of hearing aids?

MS. MARISSEAU: Did you say cross?

MS. HAMBURGER: Cost.

MS. MARISSEAU: Oh, cost.

A. I don't recall being --

Q. (By Ms. Hamburger) Go on. Continue.

A. No, that's my answer. I don't recall being involved.

Q. Are you aware of Kaiser ever conducting a cost/benefit analysis related to coverage of hearing aids?

MS. MARISSEAU: Lack of foundation.

A. Can you clarify what you mean by cost/benefit analysis?

Q. (By Ms. Hamburger) An analysis of whether the cost -- comparing the cost of hearing aids to the benefits that they deliver to insured populations.

A. Okay. So, no, I am not aware of that.
Q. Okay. Based on your experience at Group Health Cooperative and Kaiser how does the company decide to exclude a treatment?
MS. MARISSEAU: Lack of foundation.
A. I don't know.
Q. (By Ms. Hamburger) Have you ever been involved in a committee that has decided that a particular device or treatment should not be covered?
A. No, I have not.
Q. What about as it relates to the Soundbridge device?
A. I was not involved in that.
Q. You were not involved in that. Okay.
Are you aware of how Kaiser or Group Health reached the conclusion to not include coverage of that Soundbridge device?
A. I am not, no.
Q. All right. In your experience when people experience hearing loss is there a lag in time between when they first experience the hearing loss and when they decide to get hearing aids?
A. Based on my experience it can really vary. So I think that's completely variable.
Q. Well, I didn't ask if it was a standard set

Schmitt et al v. Kaiser Foundation Health Plan of Washington, et al.
USDC (W.D. Wash.), No. 2:17-cv-1611-RSL

CONFIDENTIAL EXHIBIT

Filed Under Seal
Pursuant to Protective Order (Dkt. No. 16)

Exhibit F