Your
Kaiser Foundation Health Plan of Washington
Evidence of Coverage

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Kaiser Foundation Health Plan of Washington

A nonprofit health maintenance organization

2020 Evidence of Coverage

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Important Notice Under Federal Health Care Reform

Kaiser Foundation Health Plan of Washington ("KFHPWA") recommends each Member choose a Network Personal Physician. This decision is important since the designated Network Personal Physician provides or arranges for most of the Member's health care. The Member has the right to designate any Network Personal Physician who participates in one of the KFHPWA networks and who is available to accept the Member or the Member's family members. For information on how to select a Network Personal Physician, and for a list of the participating Network 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 KFHPWA or from any other person (including a Network Personal Physician) to access obstetrical or gynecological care from a health care professional in the KFHPWA 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, or procedures for obtaining Preauthorization. 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 mother's or newborn's attending provider, after consulting with the mother, from discharging the mother 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

KFHPWA will provide the information regarding the types of plans offered by KFHPWA 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 **6**

II. How Covered Services Work **6**

A. Accessing Care. 6

B. Administration of the EOC. 8

C. Confidentiality. 8

D. Modification of the EOC. 8

E. Nondiscrimination. 8

F. Preauthorization. 8

G. Recommended Treatment. 9

H. Second Opinions. 9

I. Unusual Circumstances. 9

J. Utilization Management. 9

III. Financial Responsibilities **9**

A. Premium. 10

B. Financial Responsibilities for Covered Services. 10

C. Financial Responsibilities for Non-Covered Services. 10

IV. Benefits Details **11**

Annual Deductible 11

Coinsurance 11

Lifetime Maximum 11

Out-of-pocket Limit 11

Pre-existing Condition Waiting Period 11

Acupuncture 12

Allergy Services 12

Ambulance 12

Cancer Screening and Diagnostic Services 12

Cardiac Rehabilitation 13

Chemical Dependency 13

Circumcision 14

Clinical Trials 14

Dental Services and Dental Anesthesia 15

Devices, Equipment and Supplies (for home use) 15

Diabetic Education, Equipment and Pharmacy Supplies 16

Dialysis (Home and Outpatient) 17

Drugs - Outpatient Prescription 17

Emergency Services 20

Hearing Examinations and Hearing Aids 20

Home Health Care 21

Hospice 21

Hospital - Inpatient and Outpatient 22

Infertility (including sterility) 23

Infusion Therapy 23

Laboratory and Radiology 24

Manipulative Therapy 24

Maternity and Pregnancy....24
Mental Health....25
Naturopathy....26
Newborn Services....27
Nutritional Counseling....27
Nutritional Therapy....27
Obesity Related Services....27
On the Job Injuries or Illnesses....28
Oncology....28
Optical (vision)....29
Oral Surgery....30
Outpatient Services....31
Plastic and Reconstructive Surgery....31
Podiatry....31
Preventive Services....31
Rehabilitation and Habilitative Care (massage, occupational, physical and speech therapy) and Neurodevelopmental Therapy....33
Reproductive Health....34
Sexual Dysfunction....34
Skilled Nursing Facility....34
Sterilization....35
Telehealth Services....35
Temporomandibular Joint (TMJ)....36
Tobacco Cessation....36
Transgender Services....36
Transplants....37
Urgent Care....37
V. General Exclusions....37
VI. Eligibility, Enrollment and Termination....39
A. Eligibility....39
B. Application for Enrollment....40
C. When Coverage Begins....41
D. Eligibility for Medicare....42
E. Termination of Coverage....42
F. Continuation of Inpatient Services....43
G. Continuation of Coverage Options....43
VII. Grievances....44
VIII. Appeals....44
IX. Claims....46
X. Coordination of Benefits....46
Definitions....47
Order of Benefit Determination Rules....48
Effect on the Benefits of this Plan....50
Right to Receive and Release Needed Information....50
Facility of Payment....50
Right of Recovery....50

Effect of Medicare. 50
XI. Subrogation and Reimbursement Rights 50
XII. Definitions 52

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 ("KFHPWA") and the Group. The benefits were approved by the Group who contracts with KFHPWA 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 KFHPWA's Core Network (Network). Members are entitled to Covered Services only at Network Facilities and Network Providers, except for Emergency services and care pursuant to a Preauthorization.

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 such nurse's license, and second, this EOC would have provided benefit if such service had been performed by a doctor of medicine licensed to practice under chapter 18.71 RCW.

A listing of Core Network Personal Physicians, specialists, women's health care providers and KFHPWA-designated Specialists is available by contacting Member Services or accessing the KFHPWA website at www.kp.org/wa.

Receiving Care in another Kaiser Foundation Health Plan Service Area
If you are visiting in the service area of another Kaiser Permanente region, visiting member services may be available from designated providers in that region if the services would have been covered under this EOC. Visiting member services are subject to the provisions set forth in this EOC including, but not limited to, Preauthorization and cost sharing. For more information about receiving visiting member services in other Kaiser Permanente regional health plan service areas, including provider and facility locations, please call Kaiser Permanente Member Services at (206) 630-4636 in the Seattle area, or toll-free in Washington, 1-888-901-4636. Information is also available online at www.wa.kaiserpermanente.org/html/public/services/traveling.

KFHPWA will not directly or indirectly prohibit Members from freely contracting at any time to obtain health care services from Non-Network Providers and Non-Network Facilities outside the Plan. However, if you choose to receive services from Non-Network Providers and Non-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.
KFHPWA recommends that Members select a Network Personal Physician when enrolling. 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 Network 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 KFHPWA website at www.kp.org/wa. The change will be made within 24 hours of the receipt of the request if the selected

physician's caseload permits. If a personal physician accepting new Members is not available in your area, contact Kaiser Permanente Member Services, who will ensure you have access to a personal physician by contacting a physician's office to request they accept new Members.

In the case that the Member's personal physician no longer participates in KFHPWA's 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.**
Unless otherwise indicated in Section II. or Section IV., Preauthorization is required for specialty care and specialists that are not KFHPWA-designated Specialists and are not providing care at facilities owned and operated by Kaiser Permanente.

KFHPWA-designated Specialist.
Members may make appointments with KFHPWA-designated Specialists at facilities owned and operated by Kaiser Permanente without Preauthorization. To access a KFHPWA-designated Specialist, consult your KFHPWA personal physician, contact Member Services for a list of KFHPWA-designated Specialists, or view the Provider Directory located at www.kp.org/wa. The following specialty care areas are available from KFHPWA-designated Specialists: allergy, audiology, cardiology, chemical dependency, chiropractic/manipulative therapy, dermatology, gastroenterology, general surgery, hospice, mental health, nephrology, neurology, obstetrics and gynecology, occupational medicine, oncology/hematology, ophthalmology, optometry, orthopedics, otolaryngology (ear, nose and throat), physical therapy, smoking cessation, speech/language and learning services and urology.

4. **Hospital Services.**
Non-Emergency inpatient hospital services require Preauthorization. Refer to Section IV. for more information about hospital services.

5. **Emergency Services.**
Emergency services at a Network Facility or non-Network Facility are covered. Members must notify KFHPWA by way of the Hospital 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. Coverage for Emergency services at a non-Network Facility is limited to the Allowed Amount. Refer to Section IV. for more information about Emergency services.

6. **Urgent Care.**
Inside the KFHPWA Service Area, urgent care is covered at a Kaiser Permanente medical center, Kaiser Permanente urgent care center or Network Provider's office. Outside the KFHPWA Service Area, urgent care is covered at any medical facility. Refer to Section IV. for more information about urgent care.

7. **Women's Health Care Direct Access Providers.**
Female Members may see a general and family practitioner, physician's assistant, gynecologist, certified nurse midwife, licensed midwife, doctor of osteopathy, pediatrician, obstetrician or advance registered nurse practitioner who is contracted by KFHPWA to provide women's health care services directly, without Preauthorization, for Medically Necessary maternity care, covered reproductive health services, preventive services (well care) and general examinations, gynecological care and follow-up visits for the above services. Women's health care services are covered as if the Member's Network Personal Physician had been consulted, subject to any applicable Cost Shares. If the Member's women's health care provider diagnoses a condition that requires other specialists or hospitalization, the Member or the chosen provider must obtain Preauthorization in accordance with applicable KFHPWA requirements.

8. **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 KFHPWA approved clinical review criteria. Data sources for the review include, but are not limited to, referral forms, admission request forms, the Member's medical record, and consultation with the attending/referring physician and 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.
KFHPWA 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.
KFHPWA is required by federal and state law to maintain the privacy of Member personal and health information. KFHPWA is required to provide notice of how KFHPWA may use and disclose personal and health information held by KFHPWA. 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.
KFHPWA does not discriminate on the basis of physical or mental disabilities in its employment practices and services. KFHPWA will not refuse to enroll or terminate a Member's coverage on the basis of age, sex, race, religion, occupation or health status.

F. Preauthorization.
Refer to Section IV. for information regarding which services KFHPWA requires Preauthorization. Failure to obtain Preauthorization when required may result in denial of coverage for those services; and the member may be responsible for the cost of these non-Covered services. Members may contact Member Services to request Preauthorization.

Preauthorization requests are reviewed and approved based on Medical Necessity, eligibility and benefits. KFHPWA 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.

KFHPWA's 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 KFHPWA's medical director do so with the full understanding that KFHPWA has no obligation for the cost, or liability for the outcome, of such care.

H. Second Opinions.

The Member may access a second opinion from a Network Provider regarding a medical diagnosis or treatment plan. The Member may request Preauthorization or may visit a KFHPWA-designated Specialist for a second opinion. When requested or indicated, second opinions are provided by Network Providers and are covered with Preauthorization, or when obtained from a KFHPWA-designated Specialist. 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. Preauthorization for a second opinion does not imply that KFHPWA will authorize the Member to return to the physician providing the second opinion for any additional treatment. 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, KFHPWA will not be liable for administering coverage beyond the limitations of available personnel and facilities.

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

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. KFHPWA 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, KFHPWA 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.

KFHPWA 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.

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. Covered Services must be received from a Network Provider at a Network Facility, unless the Member has received Preauthorization or has received Emergency services.

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.

Individual Annual Deductible Carryover. Under this EOC, charges from the last 3 months of the prior year which were applied toward the individual annual Deductible will also apply to the current year individual annual Deductible. The individual annual Deductible carryover will apply only when expenses incurred have been paid in full. The Family Unit Deductible does not carry over into the next year.

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

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 KFHPWA's medical director and as described herein. All Covered Services are subject to case management and utilization management. "Case management" means a care management plan developed for a Member whose diagnosis requires timely coordination.

Annual Deductible	Member pays $0 per Member per calendar year or $0 per Family Unit per calendar year
Coinsurance	**Plan Coinsurance:** Member pays nothing
Lifetime Maximum	No lifetime maximum on covered Essential Health Benefits
Out-of-pocket Limit	Limited to a maximum of $2,000 per Member or $4,000 per Family Unit 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
Pre-existing Condition Waiting Period	No pre-existing condition waiting period

Acupuncture	
Acupuncture needle treatment, limited to12 visits per calendar year without Preauthorization. No visit limit for treatment for Chemical Dependency.	Member pays $20 Copayment
Exclusions: Herbal supplements; any services not within the scope of the practitioner's licensure	

Allergy Services	
Allergy testing.	Member pays $20 Copayment
Allergy serum and injections.	Member pays $20 Copayment

Ambulance	
Emergency ground or air transport to any facility.	Member pays 20% ambulance coinsurance
Non-Emergency ground or air interfacility transfer to or from a Network Facility when Preauthorized by KFHPWA. Contact Member Services for Preauthorization.	Member pays 20% ambulance coinsurance **Hospital-to-hospital ground transfers:** No charge; Member pays nothing

Cancer Screening and Diagnostic Services	
Routine cancer screening covered as Preventive Services in accordance with the well care schedule established by KFHPWA 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
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.	No charge; Member pays nothing

Cardiac Rehabilitation	
Cardiac rehabilitation is covered up to a total of 36 visits per cardiac event when clinical criteria is met. Preauthorization is required after initial visit.	Member pays $20 Copayment

Chemical Dependency	
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 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 having a clinically significant impact on a Member's emotional, social, medical and/or occupational functioning. Chemical dependency services must be provided at a KFHPWA-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 master's level therapist (licensed under RCW 18.225.090), an advance practice psychiatric nurse (licensed under RCW 18.79) or, in the case of non-Washington State providers, those providers meeting equivalent licensing and certification requirements established in the state where the provider's practice is located. Court-ordered chemical dependency treatment shall be covered only if determined to be Medically Necessary. Residential Treatment and non-Emergency inpatient hospital services require Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Outpatient Services:** Member pays $20 Copayment **Group Visits:** No charge; Member pays nothing
Acute chemical withdrawal (detoxification) services for alcoholism and drug abuse. "Acute chemical withdrawal" means withdrawal of alcohol and/or drugs from a Member for	**Emergency Services Network Facility:** Member pays $75 Copayment

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 KFHPWA by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible. KFHPWA reserves the right to require transfer of the Member to a Network Facility/program upon consultation between a Network Provider and the attending physician. If the Member refuses transfer to a Network Facility/program, all further costs incurred during the hospitalization are the responsibility of the Member.	**Emergency Services Non-Network Facility:** Member pays $75 Copayment **Hospital - Inpatient:** Member pays $200 Copayment per admission
Exclusions: Experimental or investigational therapies, such as wilderness therapy; facilities and treatment 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	
Circumcision. Non-Emergency inpatient hospital services require Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment

Clinical Trials	
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.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment

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. "Life threatening condition" means any 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.	
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	
Dental services including accidental injury to natural teeth.	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:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment
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 Medical Condition where the Member's health would be put at risk if the dental procedure were performed in a dentist's office. General anesthesia services for dental procedures require Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment
Exclusions: Dentist's or oral surgeon's fees; dental care, surgery, services and appliances, including: treatment of 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)	
	Member pays 50% coinsurance

• 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 and is used in the Member's home. 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. KFHPWA 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 the Member's condition. • 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. Devices, equipment and supplies including repair, adjustment or replacement of appliances and equipment require Preauthorization.	
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 the Member's possession; replacement or repair due to loss, theft, breakage from willful damage, neglect or wrongful use, or due to personal preference; structural modifications to a Member's home or personal vehicle	

Diabetic Education, Equipment and Pharmacy Supplies	
Diabetic education and training.	Member pays $20 Copayment
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	Member pays 50% coinsurance

disease. See Devices, Equipment and Supplies for additional information.	
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 $10 Copayment **Preferred brand name drugs (Tier 2):** Member pays $20 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $40 Copayment
Diabetic retinal screening.	No charge; Member pays nothing

Dialysis (Home and Outpatient)	
Dialysis in an outpatient or home setting is covered for Members with acute kidney failure or end-stage renal disease (ESRD). Dialysis requires Preauthorization.	**Outpatient Services:** Member pays $20 Copayment
Injections administered by a professional in a clinical setting during dialysis.	**Outpatient Services:** Member pays $20 Copayment
Self-administered injectables. See Drugs – Outpatient Prescription for additional pharmacy information.	**Preferred generic drugs (Tier 1):** Member pays $10 Copayment **Preferred brand name drugs (Tier 2):** Member pays $20 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $40 Copayment

Drugs - Outpatient Prescription	
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. “Routine costs” means items and services delivered to the Member that 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.	**Preferred generic drugs (Tier 1):** Member pays $10 Copayment **Preferred brand name drugs (Tier 2):** Member pays $20 Copayment **Non-Preferred generic and brand name drugs (Tier 3):** Member pays $40 Copayment

All drugs, supplies and devices must be obtained at a KFHPWA-designated pharmacy except for drugs dispensed for Emergency services or for Emergency services obtained outside of the KFHPWA Service Area, including out of the country. Information regarding KFHPWA-designated pharmacies is reflected in the KFHPWA 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. Members may be eligible to receive an emergency fill for certain prescription drugs filled outside of KFHPWA's business hours or when KFHPWA 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. Certain drugs are subject to Preauthorization as shown in the Preferred drug list (formulary) available at www.kp.org/wa/formulary.	
Injections administered by a professional in a clinical setting.	Member pays $20 Copayment
Over-the-counter drugs not included under Preventive Care or Reproductive Health.	Not covered; Member pays 100% of all charges
Mail order drugs dispensed through the KFHPWA-designated mail order service.	Member pays two times the prescription drug Cost Share for each 90 day supply or less
The KFHPWA 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. The preferred drug list is available at www.kp.org/wa/formulary, or upon request from Member Services. 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. "Standard reference compendia" means the 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. "Peer-reviewed medical literature" means scientific studies 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 Preauthorization, 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 KFHPWA's preferred 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 KFHPWA's specialty pharmacy network, please go to the KFHPWA 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 safe and effective pharmacy services, and to guarantee Members' right to know 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 KFHPWA at 206-630-4636 or toll-free 1-888-901-4636 or by accessing the KFHPWA 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	
Emergency services at a Network Facility or non-Network Facility. 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. Members must notify KFHPWA by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible. 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. If a Member is hospitalized in a non-Network Facility, KFHPWA reserves the right to require transfer of the Member to a Network Facility upon consultation between a Network Provider and the attending physician. If the Member refuses to transfer to a Network Facility or does not notify KFHPWA within 24 hours following admission, all further costs incurred during the hospitalization are the responsibility of the Member. Follow-up care which is a direct result of the Emergency must be received from a Network Provider, unless Preauthorization is obtained for such follow-up care from a non-Network Provider.	**Network Facility:** Member pays $75 Copayment **Non-Network Facility:** Member pays $75 Copayment

Hearing Examinations and Hearing Aids	
Hearing exams for hearing loss and evaluation are covered only when provided at KFHPWA-approved facilities. Cochlear implants or Bone Anchored Hearing Aids (BAHA) when in accordance with KFHPWA 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	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:**

associated supplies (such as transmitter cable, and batteries).	Member pays $20 Copayment
Hearing aids including hearing aid examinations.	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	
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. • KFHPWA's medical director determines that such services are Medically Necessary and are most appropriately rendered in the Member's home. Covered Services for home health care may include the following when rendered pursuant to a KFHPWA-approved 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 the Member's home. "Intermittent" means care that is to be rendered because of a medically predictable recurring need for skilled home health care. "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 appropriately licensed professional provider. Home health care requires Preauthorization.	No charge; Member pays nothing
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	
Hospice care when provided by a licensed hospice care	No charge; Member pays nothing

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. In order to qualify for hospice care, the Member's provider must certify that the Member is terminally ill and is eligible for hospice services. **Inpatient Hospice Services.** For short-term care, inpatient hospice services are covered with Preauthorization. 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. Hospice care requires Preauthorization.	
Exclusions: Private duty nursing; financial or legal counseling services; meal services; any services provided by family members	

Hospital - Inpatient and Outpatient	
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, 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. Alternative care arrangements may be covered as a cost-effective alternative in lieu of otherwise covered Medically Necessary hospitalization or other Medically Necessary	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment

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 upon the Member's Medical Condition. Such care is covered to the same extent the replaced Hospital Care is covered. Alternative care arrangements require Preauthorization. Members receiving the following nonscheduled services are required to notify KFHPWA by way of the Hospital notification line within 24 hours following any admission, or as soon thereafter as medically possible: acute chemical withdrawal (detoxification) services, Emergency psychiatric services, Emergency services, labor and delivery and inpatient admissions needed for treatment of Urgent Conditions that cannot reasonably be delayed until Preauthorization can be obtained. Coverage for Emergency services in a non-Network Facility and subsequent transfer to a Network Facility is set forth in Emergency Services. Non-Emergency hospital services require Preauthorization.	
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 KFHPWA's medical director	

Infertility (including sterility)	
General counseling and one consultation visit to diagnose infertility conditions.	Member pays $20 Copayment
Specific diagnostic services, treatment and prescription drugs.	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	
Medically Necessary infusion therapy includes, but is not limited to: • Antibiotics. • Hydration. • Chemotherapy. • Pain management.	Member pays $20 Copayment

Associated infused medications.	No charge; Member pays nothing

Laboratory and Radiology	
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 KFHPWA 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.	No charge; Member pays nothing

Manipulative Therapy	
Manipulative therapy of the spine and extremities when in accordance with KFHPWA clinical criteria, limited to a total of 10 visits per calendar year. Preauthorization is not required.	Member pays $20 Copayment
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 KFHPWA clinical criteria as Medically Necessary	

Maternity and Pregnancy	
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 KFHPWA's medical director and in 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	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment

services. Members must notify KFHPWA by way of the Hospital notification line within 24 hours of any admission, or as soon thereafter as medically possible. The Member's physician, in consultation with the Member, will determine the Member's length of inpatient stay following delivery.	
Termination of pregnancy. Non-Emergency inpatient hospital services require Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment
Exclusions: Birthing tubs; genetic testing of non-Members; fetal ultrasound in the absence of medical indications	

Mental Health	
Mental health services provided at the most clinically appropriate and Medically Necessary level of mental health care intervention as determined by KFHPWA's 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 KFHPWA's medical director. 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. Coverage for services incurred at non-Network	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment **Group Visits:** No charge; Member pays nothing

Facilities shall exclude any charges that would otherwise be excluded for hospitalization within a Network Facility. Members must notify KFHPWA 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 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 KFHPWA has approved specifically for the treatment of mental disorders. Chemical dependency services are covered subject to the Chemical Dependency services benefit. Non-Emergency inpatient hospital services, including Residential Treatment and partial hospitalization programs, require Preauthorization.	
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 such as “behavior modification programs” not considered Medically Necessary; relationship counseling or phase of life problems (Z code only diagnoses); custodial care	

Naturopathy	
Naturopathy. Limited to 3 visits per medical diagnosis per calendar year without Preauthorization. Additional visits are covered with Preauthorization. Laboratory and radiology services are covered only when obtained through a Network Facility.	Member pays $20 Copayment
Exclusions: Herbal supplements; nutritional supplements; any services not within the scope of the practitioner’s licensure	

Newborn Services	
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. See Section VI.A.3. for information about temporary coverage for newborns.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment

Nutritional Counseling	
Nutritional counseling. Services related to a healthy diet to prevent obesity are covered as Preventive Services.	Member pays $20 Copayment
Exclusions: Nutritional supplements; weight control self-help programs or memberships, such as Weight Watchers, Jenny Craig, or other such programs	

Nutritional Therapy	
Medical food and formula necessary for the treatment of phenylketonuria (PKU), specified inborn errors of metabolism, or other metabolic disorders.	No charge; Member pays nothing
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.	Member pays 20% coinsurance
Parenteral therapy (total parenteral nutrition). Necessary equipment and supplies for the administration of parenteral therapy are covered as Devices, Equipment and Supplies.	No charge; Member pays nothing
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	
Services directly related to obesity, including bariatric surgery.	**Hospital - Inpatient:** Not covered; Member pays 100% of all charges

Services related to obesity screening and counseling are covered as Preventive Services.	**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	
On the job injuries or illnesses.	**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: 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	
Radiation therapy, chemotherapy, oral chemotherapy. See Infusion Therapy for infused medications.	**Radiation Therapy and Chemotherapy:** Member pays $20 Copayment **Oral Chemotherapy Drugs:** **Preferred generic drugs (Tier 1):** Member pays $10 Copayment **Preferred brand name drugs (Tier 2):** Member pays $20 Copayment

	Non-Preferred generic and brand name drugs (Tier 3): Member pays $40 Copayment

Optical (vision)	
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:** Member pays $20 Copayment **Exams for Eye Pathology:** Member pays $20 Copayment
Members age 19 and over: Eyeglass frames, lenses (any type), lens options such as tinting, or prescription contact lenses, contact lens evaluations and examinations associated with their fitting. The benefit period begins on the date services are first obtained. The Allowance may be used toward the following in any combination: • Eyeglass frames • Eyeglass lenses (any type) including tinting and coating • Corrective industrial (safety) lenses • Sunglass lenses and frames when prescribed by an eye care provider for eye protection or light sensitivity • Corrective contact lenses in the absence of eye pathology, including associated fitting and evaluation examinations • Replacement frames, for any reason, including loss or breakage • Replacement contact lenses • Replacement eyeglass lenses Contact lenses or framed lenses for eye pathology when Medically Necessary. 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 KFHPWA 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 in the Member's prescription. Replacement for loss or breakage is subject to the frames and lenses Allowance. **Members to age 19:** Eyeglass frames, lenses (any type), lens options such as	**Frames and Lenses:** Member pays nothing, limited to an Allowance of $150 every 24 months After Allowance: Not covered; Member pays 100% of all charges **Contact Lenses or Framed Lenses for Eye Pathology:** No charge; Member pays nothing **Frames and Lenses (in lieu of contact lenses):** No

tinting, or prescription contact lenses, contact lens evaluations and examinations associated with their fitting. The benefit period begins on January 1 and continues through the end of the calendar year. The benefit may be used toward contact lenses (in lieu of eyeglasses) or 1 eyeglass frame and pair of lenses. • Eyeglass frames • Eyeglass lenses (any type) including tinting and coating • Corrective industrial (safety) lenses • Corrective contact lenses in the absence of eye pathology, including associated fitting and evaluation examinations Contact lenses or framed lenses for eye pathology when Medically Necessary. 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 KFHPWA 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 in the Member's prescription. Replacement for loss or breakage is subject to the frames and lenses benefit.	charge; Member pays nothing for up to 1 per year After 1 per year: Not covered: Member pays 100% of all charges **Contact Lenses (in lieu of eyeglasses):** Member pays 50% coinsurance **Contact Lenses or Framed Lenses for Eye Pathology:** No charge; Member pays nothing
Exclusions: 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	
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. KFHPWA's medical director will determine whether the care or treatment required is within the category of Oral Surgery or Dental Services. Oral surgery requires Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment
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	
Covered outpatient medical and surgical services in a provider's office, 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 $20 Copayment

Plastic and Reconstructive Surgery	
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 on the Member's appearance, when in the opinion of KFHPWA's 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. Plastic and reconstructive surgery requires Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment
Exclusions: Cosmetic services including treatment for complications resulting from cosmetic surgery; cosmetic surgery; complications of non-Covered Services	

Podiatry	
Medically Necessary foot care. Routine foot care covered when such care is directly related to the treatment of diabetes and, when approved by KFHPWA's medical director, other clinical conditions that effect sensation and circulation to the feet.	Member pays $20 Copayment
Exclusions: All other routine foot care	

Preventive Services	
Preventive services in accordance with the well care schedule established by KFHPWA. The well care schedule is available in Kaiser Permanente medical centers, at www.kp.org/wa, or	No charge; Member pays nothing

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 U.S. Health Resources and Services Administration women's preventive and wellness services guidelines. Immunizations recommended by the Centers for Disease Control's Advisory Committee on Immunization Practices. 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 USPSTF when obtained with a prescription; pap smears; preventive services related to preconception, prenatal and postpartum care; routine mammography screening; 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 Network Provider, non-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 KFHPWA 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 KFHPWA for early detection of disease; all other diagnostic services not otherwise stated above	

Rehabilitation and Habilitative Care (massage, occupational, physical and speech therapy) and Neurodevelopmental Therapy	
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. Neurodevelopmental therapy to restore or improve function including maintenance in cases where significant deterioration in the Member's condition would result without 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 60 inpatient days and 60 outpatient visits per calendar year for all Rehabilitation and Habilitative care. Services with mental health diagnoses are covered with no limit. Non-Emergency inpatient hospital services require Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Outpatient Services:** Member pays $20 Copayment **Group visits (occupational, physical, speech therapy or learning services):** Member pays one half of the office visit Copayment
Exclusions: Specialty treatment programs; inpatient Residential Treatment services; specialty rehabilitation programs including "behavior modification programs"; recreational, life-enhancing, relaxation or palliative therapy; implementation of home maintenance programs	

Reproductive Health	
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
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 and, when available, picked up in the provider's office.	No charge; Member pays nothing

Sexual Dysfunction	
One consultation visit to diagnose sexual dysfunction conditions.	Member pays $20 Copayment
Specific diagnostic services, treatment and prescription drugs.	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	
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 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.	No charge; Member pays nothing

Exclusions: Personal comfort items such as telephone and television; rest cures; domiciliary or Convalescent Care

Sterilization	
FDA-approved female sterilization procedures, services and supplies. See Preventive Services for additional information. Non-Emergency inpatient hospital services require Preauthorization.	No charge; Member pays nothing
Vasectomy. Non-Emergency inpatient hospital services require Preauthorization.	No charge; Member pays nothing
Exclusions: Procedures and services to reverse a sterilization	

Telehealth Services	
Telemedicine Services provided by the use of real-time interactive audio and video communications or store and forward technology between the patient at the originating site and a Network Provider at another location. Store and forward technology means sending a Member's medical information 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
Telephone Services and Online (E-Visits) Scheduled telephone visits with a Network Provider are covered. Online (E-Visits): A Member logs into the secure Member site at www.kp.org/wa and completes a questionnaire. A KFHPWA 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 KFHPWA facility or pharmacy. More information is available at https://wa.kaiserpermanente.org/html/public/services/e-visit.	No charge; Member pays nothing

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)	
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. Non-Emergency inpatient hospital services require Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment
TMJ appliances. See Devices, Equipment and Supplies for additional information.	Member pays 50% 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	
Individual/group counseling and educational materials.	No charge; Member pays nothing
Approved pharmacy products. See Drugs – Outpatient Prescription for additional pharmacy information.	No charge; Member pays nothing

Transgender Services	
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). Non-Emergency inpatient hospital services require Preauthorization.	**Hospital - Inpatient:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment
Exclusions: Cosmetic services including treatment for complications resulting from cosmetic surgery; cosmetic surgery; complications of non-Covered Services	

Transplants	
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:** Member pays $200 Copayment per admission **Hospital - Outpatient:** Member pays $20 Copayment **Outpatient Services:** Member pays $20 Copayment
Exclusions: Donor costs to the extent that they are reimbursable by the organ donor's insurance; treatment of donor complications; living expenses except as covered under Section J. Utilization Management	

Urgent Care	
Inside the KFHPWA Service Area, urgent care is covered at a Kaiser Permanente medical center, Kaiser Permanente urgent care center or Network Provider's office. Outside the KFHPWA Service Area, urgent care is covered at any medical facility. See Section XII. for a definition of Urgent Condition.	**Network Emergency Department:** Member pays $75 Copayment **Network Urgent Care Center:** Member pays $20 Copayment **Network Provider's Office:** Member pays $20 Copayment **Outside the KFHPWA Service Area:** Member pays $75 Copayment

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. Services to the extent benefits are "available" to the Member as defined herein under the terms of any vehicle, homeowner's, property or other insurance policy, except for individual or group health insurance, pursuant to medical coverage, medical "no fault" coverage, personal injury protection coverage or similar medical coverage contained in said policy. For the purpose of this exclusion, benefits shall be deemed to be "available" to the 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.

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

   a. A service is considered experimental or investigational for a Member's condition if any 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 Administration ("FDA") and such approval has not been 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 service's safety, 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) The Member's medical records.
   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) the Member or Member'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 Member's illness or injury.
   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 KFHPWA denial of coverage can be submitted to the Member Appeal Department, or to KFHPWA'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, unless specifically provided in Section IV. 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 reside or work in the Service Area and 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 KFHPWA. KFHPWA 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. The Subscriber's state-registered domestic partner (as required by Washington state law) or if specifically included as eligible by the Group, the Subscriber's non-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.

Eligibility may be extended past the Dependent's limiting age as set forth 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 KFHPWA 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 KFHPWA. The Group is responsible for submitting completed applications to KFHPWA.

KFHPWA 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.
KFHPWA 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 KFHPWA.

4. Special Enrollment.

a. KFHPWA 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.

   KFHPWA 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. KFHPWA 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. KFHPWA 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 Children's Health Insurance Program (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 KFHPWA. 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. If a Member is hospitalized in a non-Network Facility, KFHPWA reserves the right to require transfer of the Member to a Network Facility. The Member will be transferred when a Network Provider, in consultation with the attending physician, determines that the Member is medically stable to do so. If the Member refuses to transfer to a Network Facility, all further costs incurred during the hospitalization are the responsibility of the Member.

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.

The Group is also responsible for providing KFHPWA with a prospective timely notice of Members' ineligibility for Medicare Advantage coverage under the Group, as well as providing a prospective notice to its Members alerting them of the termination event. In the event the Group does not obtain Medicare Advantage coverage, the loss of Medicare drug coverage, other coverage options that may be available to the Member, and the possibility of late enrollment penalties if the Member does not apply for Medicare coverage within the required timeframe will also need to be provided.

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 midnight on the date of termination, unless otherwise specified by the Group.

b. For Cause. In the event of termination for cause, KFHPWA 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 KFHPWA identification card or number by another person or using another Member's identification card or number 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, KFHPWA 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 KFHPWA's 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 KFHPWA 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.,
- Such leave is in compliance with the Group's established leave of absence policy that is consistently applied to all employees,
- The Group's leave of absence policy is in compliance with the Family and Medical Leave Act when applicable, and
- The Group continues to remit premiums for the Subscriber and Dependents to KFHPWA.

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 KFHPWA 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. **KFHPWA 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 KFHPWA 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 KFHPWA group conversion plan, unless they are eligible to obtain other group health coverage within 31 days of the termination. 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 KFHPWA group conversion plan.

Persons wishing to purchase KFHPWA's individual and family coverage should contact KFHPWA.

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 representative will investigate the Member's 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 after receipt of the Member's written 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 KFHPWA 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 provide or make payment that is based on a determination of a Member's eligibility to participate in a plan. KFHPWA 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 KFHPWA's Member Appeal Department at the address or telephone number below.

1. **Initial Appeal**

   If the Member or the Member's legal representative wishes to appeal a KFHPWA 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 KFHPWA's Member Appeal Department, specifying why they disagree with the decision. The appeal must be submitted within 180 days from the date of the initial denial notice. KFHPWA will notify the Member of its receipt of the request within 72 hours of receiving it. Appeals should be directed to KFHPWA's Member Appeal Department, 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. KFHPWA 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 no circumstances will the review timeframe exceed 30 days without the Member's written permission.

   For appeals involving experimental or investigational services KFHPWA 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 seriously jeopardize the Member's 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 KFHPWA's Member Appeal Department toll-free 1-866-458-5479. The nature of the patient's condition will be evaluated by a physician and if the request is not accepted 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. If the request is made by the treating physician who believes the member's condition meets 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 KFHPWA decision denying benefits for care currently being received, KFHPWA will continue to provide coverage for the disputed benefit pending the outcome of the appeal. If the KFHPWA 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 Insurance Commissioner's Consumer Protection Division 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 KFHPWA 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 KFHPWA. KFHPWA 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 KFHPWA.

If the Member requests an appeal of a KFHPWA decision denying benefits for care currently being received, KFHPWA will continue to provide coverage for the disputed benefit pending the outcome of the appeal. If the KFHPWA 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. KFHPWA recommends that the provider requests Preauthorization. In most instances, contracted providers submit claims directly to KFHPWA. 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, charges, and proof of travel to KFHPWA, 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.

KFHPWA will generally process claims for benefits within the following timeframes after KFHPWA 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 KFHPWA 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 plan, the Member or the Member's provider should contact 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 the Member's provider fails to submit the Member's claim to a secondary health plan within that plan's claim filing 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 Member's 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 Member or the Member's provider should file all the Member's claims with each plan at the same time. If Medicare is the Member's primary plan, Medicare may submit the Member's claims to the Member's secondary carrier.

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 any other plan's benefits. When this plan is 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 of the parents is responsible for the dependent child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to claim determination periods commencing after the plan is given notice of the court decree;
      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 dependent child's health care 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 allocating responsibility for the dependent child's health care 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. KFHPWA 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. KFHPWA need not tell, or get the consent of, any Member to do this. Each Member claiming benefits under this plan must give KFHPWA 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, KFHPWA 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, KFHPWA is fully discharged from liability under this plan.

Right of Recovery.

KFHPWA 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. KFHPWA 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 KFHPWA as set forth in this section. KFHPWA 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 Network 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, KFHPWA will seek Medicare reimbursement for all Medicare covered services.

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 KFHPWA provides benefits under this EOC for the treatment of the injury or illness, KFHPWA 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 KFHPWA 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;
- Any Workers' Compensation or disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners' medical payments coverage or premises or homeowners' insurance coverage; and
- 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 KFHPWA's subrogation and reimbursement 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, " KFHPWA's Medical Expenses" means the expenses incurred and the value of the benefits provided by KFHPWA under this EOC for the care or treatment of the injury or illness sustained by the Injured Person.

If the Injured Person's injuries were caused by a third party giving rise to a claim of legal liability against 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, KFHPWA shall have the right to recover KFHPWA'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." KFHPWA shall be subrogated to and may enforce all rights of the Injured Person to the full extent of KFHPWA's Medical Expenses.

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

In order to secure KFHPWA's recovery rights, the Injured Person agrees to assign KFHPWA any benefits or claims or rights of recovery they may have under any automobile policy or other coverage, to the full extent of the plan's subrogation and reimbursement claims. This assignment allows KFHPWA to pursue any claim the Injured Person may have, whether or not they choose to pursue the claim.

KFHPWA's subrogation and reimbursement 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, KFHPWA's Medical Expenses are secondary, not primary.

The Injured Person and their agents shall cooperate fully with KFHPWA in its efforts to collect KFHPWA's Medical Expenses. This cooperation includes, but is not limited to, supplying KFHPWA 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 KFHPWA 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 KFHPWA's right to reimbursement or subrogation as requested by KFHPWA, and shall inform KFHPWA of any settlement or other payments relating to the Injured Person's injury. The Injured Person and their agents shall permit KFHPWA, at KFHPWA'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 KFHPWA's subrogation and reimbursement rights. The Injured Person shall promptly notify KFHPWA of any tentative settlement with a third party and shall not settle a claim without protecting KFHPWA's interest. The Injured Person shall provide 21 days advance notice

to KFHPWA 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 KFHPWA in recovery of KFHPWA's Medical Expenses, and such failure prejudices KFHPWA's subrogation and/or reimbursement rights, the Injured Person shall be responsible for directly reimbursing KFHPWA for 100% of KFHPWA's Medical Expenses.

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 KFHPWA's right of reimbursement or subrogation, the Injured Person agrees to hold such monies in trust or in a separate identifiable account until KFHPWA's subrogation and reimbursement rights are fully determined and that KFHPWA has an equitable lien over such monies to the full extent of KFHPWA's Medical Expenses and/or the Injured Person agrees to serve as constructive trustee over the monies to the extent of KFHPWA's Medical Expenses. 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 KFHPWA's rights of subrogation or reimbursement will be personally liable to KFHPWA for the amounts so distributed.

If reasonable collections costs have been incurred by an attorney for the Injured Person in connection with obtaining recovery, KFHPWA will reduce the amount of reimbursement to KFHPWA by the amount of an equitable apportionment of such collection costs between KFHPWA and the Injured Person. This reduction will be made only if each of the following conditions has been met: (i) KFHPWA receives a list of the fees and associated costs before settlement and (ii) the Injured Person's attorney's actions 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 KFHPWA shall therefore have discretion to interpret its terms.

XII. Definitions

Allowance	The maximum amount payable by KFHPWA for certain Covered Services.
Allowed Amount	The level of benefits which are payable by KFHPWA when expenses are incurred from a non-Network Provider. Expenses are considered an Allowed Amount if the charges are consistent with those normally charged to others by the provider or organization for the same services or supplies; and the charges are within the general range of charges made by other providers in the same geographical area for the same services or supplies. Members shall be required to pay any difference between a non-Network Provider's 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 KFHPWA'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 layperson 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 Member's health, or if the Member is pregnant, the health of the 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 KFHPWA 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 KFHPWA.
Hospital Care	Those Medically Necessary services generally provided by acute general hospitals for admitted patients.
KFHPWA-designated Specialist	A specialist specifically identified by KFHPWA.
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 KFHPWA's 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 KFHPWA's schedule for preventive services; (d) are not for 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 adversely affecting the Member's condition or the quality of health services rendered; (f) as to inpatient care, could not have been provided in a provider's office, the outpatient department of a hospital or a non-residential facility without affecting the Member's condition or quality of health services rendered; (g) 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 KFHPWA's 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.
Network Facility	A facility (hospital, medical center or health care center) owned or operated by Kaiser Foundation Health Plan of Washington or otherwise designated by KFHPWA, or with whom KFHPWA has contracted to provide health care services to Members.
Network Personal Physician	A provider who is employed by Kaiser Foundation Health Plan of Washington or Washington Permanente Medical Group, P.C., or contracted with KFHPWA to provide primary care services to Members and is selected by each Member to provide or arrange for the provision of all non-emergent Covered Services, except for services set forth in the EOC which a Member can access without Preauthorization. Network Personal Physicians must be capable of and licensed to provide the majority of primary health care services required by each Member.
Network Provider	The medical staff, clinic associate staff and allied health professionals employed by Kaiser Foundation Health Plan of Washington or Washington Permanente Medical Group, P.C., and any other health care professional or provider with whom KFHPWA has contracted to provide health care services to Members, 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.
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.
Preauthorization	An approval by KFHPWA 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. Members who have a complex or serious medical or psychiatric condition may receive a standing Preauthorization for specialty care provider 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).

ภาสาไทย **(Khmer)**: របយ័ត: ៖ បើសិនអ្នកនិយាយ, សេវាជំនួយផ្នែក យេមិនគិតល គឺចនសំ ប់ បំ ផ្ទ ។ ចូ រ ទូ រ ស័ ព

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: የሚናገሩት 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: (1-800-833-6388 / 711).

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, ໂດຍບໍ່ເສັຽຄ່າ, 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 (711 / 1-800-833-6388 :TTY) 1-888-901-4636 تماس بگیرید.

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