## UNITEHERE Important information about your KAISER BENEFITS

Here is your Kaiser Evidence of Coverage (EOC). It provides important information about your medical and prescription drug benefits through Kaiser. You can review:

- Your Kaiser benefits cost-sharing
- What Kaiser covers
- What Kaiser doesn't cover
- How to use your Kaiser benefits

Be sure to also read your SPD. Your SPD explains how your eligibility (coverage) rules work and describes your non-Kaiser benefits. You can learn:

- When your HMO coverage starts and ends
- What you need to submit to enroll your dependents
- All other eligibility (coverage) and enrollment rules. For example, the SPD explains you have 60 days to enroll yourself or your dependents in the HMO if you have a special enrollment event. (Special enrollment events include having a baby or a spouse or dependent <u>losing</u> other coverage.)

Ignore the eligibility (coverage) information in the EOC. The Fund makes all eligibility (coverage) decisions.

You must enroll your dependents with the Fund before they'll be covered. Call the Fund at (833) 637-3519 if you need help or have questions. Refer to your SPD for more information about your and your dependents' eligibility (coverage).

# UNITEHERE Información importante sobre sus BENEFICIOS KAISER

Esta es su Evidencia de Cobertura Kaiser (EOC por sus iniciales en inglés). Proporciona información importante sobre sus beneficios médicos y de medicamentos con receta a través de Kaiser. Usted puede verificar:

- Los costos compartidos de sus beneficios Kaiser
- Lo que Kaiser cubre
- Lo que Kaiser no cubre
- Cómo utilizar sus beneficios Kaiser

Asegúrese de también leer su Descripción Resumida del Plan (SPD por sus iniciales en inglés). Su SPD explica cómo funcionan sus reglas de elegibilidad (cobertura) y describe sus beneficios que no son de Kaiser. Puede conocer acerca de:

- Cuando comienza y termina su cobertura HMO
- Lo que debe presentar para inscribir a sus dependientes
- Todas las demás reglas de elegibilidad (cobertura) y de inscripción. Por ejemplo, el SPD explica que usted tiene 60 días para inscribirse a usted mismo o a sus dependientes en la HMO si tiene un evento especial de inscripción. (Los eventos especiales de inscripción incluyen tener un bebé o un cónyuge o dependiente que <u>pierda</u> otra cobertura.)

Ignore la información de elegibilidad (cobertura) en la EOC. El Fondo toma todas las decisiones de elegibilidad (cobertura).

Usted debe inscribir a sus dependientes en el Fondo antes de que estén cubiertos. Llame al Fondo al (833) 637-3519 si necesita ayuda o tiene preguntas. Consulte su SPD para obtener más información sobre su elegibilidad (cobertura) y la de sus dependientes.



guide to YOUR 2024 BENEFITS AND SERVICES

kaiserpermanente.org

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

## GROUP EVIDENCE OF COVERAGE

## **DISTRICT OF COLUMBIA**

## SELECT CARE DELIVERY SYSTEM



This plan has accreditation from the NCQA See 2024 NCQA Guide for more information on accreditation



Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. 2101 East Jefferson Street Rockville, Maryland 20852

KFHP-EOC COVER(01-23)DC

When you get emergency care or are treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from balance billing. In these cases, you shouldn't be charged more than your plan's copayments, coinsurance and/or deductible.

### What is "balance billing" (sometimes called "surprise billing")?

When you see a doctor or other health care provider, you may owe certain <u>out-of-pocket costs</u>, like a <u>copayment</u>, <u>coinsurance</u>, or <u>deductible</u>. You may have additional costs or have to pay theentire bill if you see a provider or visit a health care facility that isn't in your health plan's network and/or your plan does not cover out-of-network services.

"Out-of-network" means providers and facilities that haven't signed a contract with your health planto provide services. Out-of-network providers may be allowed to bill you for the difference betweenwhat your plan pays and the full amount charged for a service. This is called "**balance billing**." This amount is likely more than your in-network costs for the same service and might not count toward your plan's deductible or annual out-of-pocket limit. Your health plan coverage may not cover out-of-network services when you agree (consent) to receive services from the out-of-network providers.

"Surprise billing" is an unexpected balance bill. This can happen when you can't control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service. Providers and facilities are not balance billing you when they seek to collect cost sharing or another amount that you agreed to pay or are required to pay under your plan for the services that they provided.

#### You're protected from balance billing for:

#### **Emergency services**

If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most they can bill you is your plan's in-network cost-sharing amount (such as copayments, coinsurance, and deductibles). You **can't** be balance billed for these emergency services. This includes services you may get after you're in stable condition, unless you give writtenconsent and give up your protections not to be balanced billed for these post-stabilization services.

#### Certain services at an in-network hospital or ambulatory surgical center

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers can bill you is your plan's in- network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services, or when an in- network provider is not available. These providers **can't** balance bill you and may **not** ask you to give up your protections not to be balance billed.

If you get other types of services at these in-network facilities, out-of-network providers **can't** balance bill you, unless you give written consent and give up your protections.

You're <u>never</u> required to give up your protections from balance billing. You also aren't required to get out-of-network care. You can choose a provider or facility in your plan's network.

When balance billing isn't allowed, you also have these protections:

• You're only responsible for paying your share of the cost (like the copayments, coinsurance, and deductible that you would pay if the provider or facility was in-network). Your health plan will pay any additional costs to out-of-network providers and facilities directly.

- Generally, your health plan must:
  - Cover emergency services without requiring you to get approval for services in advance (also known as "prior authorization").
  - Cover emergency services by out-of-network providers and facilities.
  - Base what you owe the provider or facility (your cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
  - Count any amount you pay for emergency services or non-emergency services provided by certain out-of-network providers at an in-network facility toward your in-network deductible and out-of-pocket limit.

If you think you've been wrongly billed by a provider or facility, contact the federal government at: 1-800-985-3059 or the District of Columbia Department of Insurance, Securities & Banking at https://disb.dc.gov/page/request-help-dealing-financial-institutions-form or call 202-727-8000.

Visit www.cms.gov/nosurprises/consumers for more information about your rights under federal law.

#### SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND CONSUMER PROTECTION

#### **General Purposes**

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

#### **Coverage**

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code§ 31-5401 et seq.), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

#### **Coverage Limitations**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- With respect to any one life, regardless of the number of policies, contracts, or certificates:
  - o \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
  - o \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
  - o \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
  - o \$300,000 for long-term care insurance benefits;
  - o \$300,000 for disability insurance benefits;
  - o \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
  - o \$100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long-term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical and surgical insurance or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non- group policies of life insurance with one owner of regardless of the number of policies owned.

#### **Exclusions Examples**

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

To The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contacts.

#### **Consumer Protection**

To learn more about the above referenced protections, please visit the Guaranty Association's website at www.dclifcga.org. Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

Commissioner District of Columbia	Elizabeth Hoffman, Executive Director
Department of Insurance, Securities and Banking	District of Columbia Life and Health Insurance
1050 First Street, N.E., Suite 801	Guaranty Association
Washington, DC 20002	6210 Guardian Gateway, Suite 195
(T) (202)-727-8000	Aberdeen Proving Ground, Maryland
(F) (202)-354-1085	21005 (T) 410-248-0407
	(F) 410-248-0409

Pursuant to the Act (D.C. Official Code§ 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on the insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any rights established in any policy or contract or under the Act.

## NONDISCRIMINATION NOTICE

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. (Kaiser Health Plan) complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Kaiser Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex. We also:

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

If you need these services, call **1-800-777-7902** (TTY: **711**)

If you believe that Kaiser Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by mail or phone at: Kaiser Permanente, Appeals and Correspondence Department, Attn: Kaiser Civil Rights Coordinator, 2101 East Jefferson St., Rockville, MD 20852, telephone number: 1-800-777-7902.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

In the event of dispute, the provisions of the approved English version of the form will control.

## HELP IN YOUR LANGUAGE

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Call **1-800-777-7902** (TTY: **711**).

**አማርኛ (Amharic) ማስታወሻ:** የሚናንሩት ቋንቋ ኣማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጀተዋል፡ ወደ ሚከተለው ቁጥር ይደውሉ **1-800-777-7902** (TTY: **711**).

العربية (Arabic) ملحوظة: إذا كنت تتحدث العربية، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-777-7902 (TTY): 111).

**Bǎsóò Wùdù (Bassa) Dè dɛ nìà kɛ dyédé gbo:** Ͻ jǔ ké m̀ Ɓàsóò-wùdù-po-nyò jǔ ní, nìí, à wudu kà kò dò po-poò bɛ́ìn m̀ gbo kpáa. Đá **1-800-777-7902** (TTY: **711**)

বাংলা (Bengali) লক্ষ্য কর্নুনা: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিংখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। লে করুন 1-800-777-7902 (TTY: 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 1-800-777-7902 (TTY:711)。

فارسی (Farsi) توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با Farsi) توجه: (TTY) 1-800-777-7902 نماس بگیرید.

**Français (French) ATTENTION:** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le **1-800-777-7902** (TTY: **711**).

**Deutsch (German) ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: **1-800-777-7902** (TTY: **711**).

**ગજુરાતી (Gujarati) સુચના:** જો તમે ગુજરાતી બોલતા હો, તો નિઃશુલ્ક ભાષા સહ્રાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો **1-800-777-7902** (TTY: **711**).

**Kreyòl Ayisyen (Haitian Creole) ATANSYON:** Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele **1-800-777-7902** (TTY: **711**).

हिन्दी (Hindi) ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-777-7902 (TTY: 711) पर कॉल करें।

**Igbo (Igbo) NRUBAMA:** O buru na i na asu Igbo, oru enyemaka asusu, n'efu, diiri gi. Kpoo **1-800-777-7902** (TTY: **711**).

Italiano (Italian) ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-777-7902 (TTY: 711).

日本語 (Japanese) 注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-777-7902 (TTY: 711) まで、お電話にてご連絡ください。

한국어 (Korean) 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-777-7902 (TTY: 711) 번으로 전화해 주십시오.

Naabeehó (Navajo) Díí baa akó nínízin: Díí saad bee yáníłti'go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíílnih 1-800-777-7902 (TTY: 711).

**Português (Portuguese) ATENÇÃO:** Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para **1-800-777-7902** (TTY: **711**).

Русский (Russian) ВНИМАНИЕ: если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-777-7902 (TTY: 711).

**Español (Spanish) ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-800-777-7902** (TTY: **711**).

**Tagalog (Tagalog) PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa **1-800-777-7902** (TTY: **711**).

**้ไทย (Thai) เรียน:** ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร **1-800-777-7902 (**TTY: **711**).

اُردو (Urdu) خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں ۔ کال کریں Urdu) خبردار: اگر آپ اردو بولتے ہیں ۔ کال کریں 1-800-777-7902 (TTY).

**Tiếng Việt (Vietnamese) CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số **1-800-777-7902** (TTY: **711**).

Yorùbá (Yoruba) AKIYESI: Ti o ba nso ede Yoruba ofe ni iranlowo lori ede wa fun yin o. E pe ero ibanisoro yi 1-800-777-7902 (TTY: 711).

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## Kaiser Permanente District of Columbia Large Group Agreement and Evidence of Coverage SECTION 1: Introduction to Your Kaiser Permanente Health Plan

## Welcome to Kaiser Permanente

Thank you for choosing us as your partner in total health. Kaiser Permanente provides you with many resources to support your health and wellbeing. This Membership Agreement and Evidence of Coverage (EOC) is one of them. It provides you with an overview of your Group health Plan, including the benefits you are entitled to, how to get care, what services are covered and what part of the costs of your care you will have to pay.

We ask that you review this Agreement in full and contact us with any questions you may have. Member Services representatives are ready and available to assist you Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

You may also visit our website, www.kp.org to schedule an appointment, select a Plan Provider, choose or change your Primary Care Plan Physician, access valuable wellness tips and find answers to frequently asked questions.

Again, thank you for enrolling with Kaiser Permanente. We look forward to the opportunity to help you live a happier, healthier life!

## **Our Commitment to Diversity and Nondiscrimination**

Diversity, inclusion and culturally competent medical care are defining characteristics of Kaiser Permanente. We champion the cause of inclusive care – care that is respectful of, and sensitive to the unique values, ideals and traditions of the cultures represented in our population. Our diverse workforce reflects the diversity of the people in the communities we serve.

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

## **About This Group Agreement**

Once you are enrolled under this Group Agreement, you become a Member. A Member may be a Subscriber and/or any eligible Dependents, once properly enrolled. Members are sometimes referred to by the terms "you" and "your." Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., is sometimes referred to as "Health Plan," "we," "us," "our" and "Kaiser Permanente."

**Note:** Under no circumstances should the terms "you" or "your" be interpreted to mean anyone other than the Member, including any nonmember reading or interpreting this contract on behalf of a Member.

#### **Important Terms**

Some terms in this contract are capitalized. They have special meanings. Please see the *Important Terms You Should Know* section to familiarize yourself with these terms.

#### **Purpose of this Group Agreement and EOC**

This EOC, including the Group Agreement and any attached applications, riders and amendments serves three important purposes. It:

- 1. Constitutes the entire contract between your Group and Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.
- 2. Provides evidence of your health care coverage; and
- 3. Describes the Kaiser Permanente Select<sup>SM</sup> health care coverage provided under this contract.

#### Administration of this Group Agreement and EOC

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

#### **Group Agreement and EOC Binding on All Members**

By electing coverage or accepting benefits under this EOC, legally capable Subscribers accept this contract and all provisions contained within it on behalf of his or herself and any Dependent Members not legally permitted to accept this contract themselves.

#### Amendment of Group Agreement and EOC

Your Group's Agreement with us may change periodically. If any changes affect this contract, we will notify you of such changes and will issue an updated EOC to you.

#### <u>Assignment</u>

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

#### No Waiver

Our failure to enforce any provision of this EOC will not constitute a waiver of that or any other provision, nor impair our right thereafter to require your strict performance of any provision.

#### **Entire Contract**

This Group Agreement replaces any earlier Group Agreement that may have been issued by us. The term of this EOC is based on your Group's contract year and your effective date of coverage. Your Group's benefits administrator can confirm that this EOC is still in effect.

No agent or other person, except an officer of the Health Plan, has the authority to:

- 1. Bind the Health Plan in any way, verbally or otherwise, by:
  - a. Making any promise or representation; or
  - b. Giving or receiving any information.

Any change to this contract may not be valid until the:

- 1. Approval is endorsed by an executive officer of the Health Plan; and
- 2. Endorsement appears on, or is attached to the contract.

#### **Regulation**

Please note that Health Plan is subject to the regulations of the District of Columbia Department of Insurance, Securities and Banking (DISB).

## How Your Health Plan Works

The Health Plan provides health care Services to Members through an integrated medical care system, rather than reimbursement of expenses on a fee-for-service basis. Please keep the direct service nature in mind as you read this Group Agreement and EOC.

Under our contract with your Group, we have assumed the role of a named fiduciary, which is the party responsible for determining whether you are entitled to covered Services under this EOC and provides us with the authority to review and evaluate claims that arise under this EOC. We conduct this evaluation independently by interpreting the provisions of this EOC.

#### **Relations Among Parties Affected By This Group Agreement and EOC**

Kaiser Permanente is comprised of three entities: the Health Plan, Medical Group and Plan Hospitals. Please note that:

1. The relationship between the Health Plan and Medical Group and between the Health Plan and

Plan Hospitals are those of independent contractors;

- 2. Plan Providers and Plan Hospitals are not agents or employees of the Health Plan; and
- 3. Neither the Health Plan nor any employee of the Health Plan is an employee or agent of Plan Hospitals, the Medical Group or any other Plan Provider.

#### Additionally:

- 1. Plan Physicians maintain the physician-patient relationship with Members and are solely responsible to Members for all medical Services; and
- 2. Plan Hospitals maintain the Hospital-patient relationship with Members and are solely responsible to Members for all Hospital Services.

#### **Patient Information Obtained By Affected Parties**

Patient-identifying information from the medical records of Members and that is received by Plan Physicians or Plan Hospitals incident to the physician-patient or Hospital-patient relationship is kept confidential. Patient-identifying information is not disclosed without the prior consent of a Member, except for use by the Health Plan, Plan Hospitals, Medical Group or Plan Physicians in relation to:

- 1. Administering this Group Agreement and EOC;
- 2. Complying with government requirements; and
- 3. Bona fide research or education.

#### Liability for Amounts Owed By the Health Plan

Members are not liable for any amounts owed to the Medical Group or Plan Hospitals by the Health Plan, as stipulated by contracts between these entities.

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

Getting the care you need is easy. Kaiser Permanente Select<sup>SM</sup> provides you with health care benefits administered by Plan Providers at our Plan Medical Centers, and through affiliated Plan Providers located throughout our Service Area.

Plan Medical Centers and medical offices are conveniently located throughout the Washington, D.C. and Baltimore metropolitan areas. We have placed an integrated team of Specialists, nurses and technicians alongside our physicians, all working together to support your health and wellbeing at our state-of-the-art Plan Medical Centers. Pharmacy, optical, laboratory and X-ray facilities are also available at many Plan Medical Centers.

#### **Eligibility for This Plan**

#### **General**

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

- 1. Your Group's eligibility requirements that we have approved (your Group is required to inform Subscribers of the Group's eligibility requirements) and meet the Subscriber or Dependent eligibility requirements below.
- 2. Live or work in our Service Area (our Service Area is described in the *Important Terms You Should Know* section). However, you or your Spouse's eligible children who live outside our Service Area may be eligible to enroll if you are required to cover them pursuant to a Qualified Medical Child Support Order. Please note that coverage is only limited to Emergency Services, Visiting Member Services and Urgent Care Services provided outside of our Service Area, unless you elect to bring the Dependent within our Service Area to receive covered Services from Plan Providers.

- 3. You may not enroll under this EOC until you pay all amounts owed by you and your Dependents if you were ever a Subscriber in this or any other plan who had entitlement to receive Services through us terminated for failure:
  - a. Of you or your Dependent to pay any amounts owed to us, Kaiser Foundation Hospitals, or Medical Group;
  - b. To pay your Cost Share to any Plan Provider; or
  - c. To pay non-group Premium.

#### **Subscribers**

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

#### **Dependents**

If you are a Subscriber and if your Group allows the enrollment of Dependents, the following persons may be eligible to enroll as your Dependents:

- 1. Your Spouse;
- 2. Your or your Spouse's children (including adopted children or children placed with you for adoption) who are under the age limit specified on the Summary of Services and Cost Shares section of the Appendix;
- 3. Other Dependent persons who are under the age limit specified on the *Summary of Services and Cost Shares*, (but not including foster children) who:
  - a. Are in the court-ordered custody of you or your Spouse;
  - b. You or your Spouse have received a court or administrative order; or
  - c. Are under testamentary or court-appointed guardianship.

Your Group determines which persons are eligible to be enrolled as your Dependents. Please contact your Group's benefits administrator for questions regarding Dependent eligibility.

You or your Spouse's currently enrolled Dependents who meet the Dependent eligibility requirements except for the age limit, may be eligible as a disabled Dependent if they meet all the following requirements:

- 1. They are incapable of self-sustaining employment because of a mentally- or physically-disabling injury, illness, or condition that occurred prior to reaching the age limit for Dependents;
- 2. They receive 50 percent or more of their support and maintenance from you or your Spouse; and
- 3. You give us proof of their incapacity and dependency within sixty (60) days after we request it (see the *Disabled Dependent Certification* provision, immediately below, for additional eligibility requirements).

## **Disabled Dependent Certification**

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

1. If your Dependent is a Member, we will send you a notice of his or her membership termination due to loss of eligibility at least ninety (90) days before the date coverage will end due to reaching the age limit. Your Dependent's membership will terminate as described in our notice unless you provide us documentation of his or her incapacity and dependency within sixty (60) days of receipt of our notice and we determine that he or she is eligible as a disabled Dependent.

If you provide us this documentation in the specified time period and we do not make a determination about eligibility before the termination date, coverage will continue until we make a determination.

2. If we determine that your Dependent does not meet the eligibility requirements as a disabled Dependent, we will notify you that he or she is not eligible and let you know the membership termination date.

If we determine that your Dependent is eligible as a disabled Dependent, there will be no lapse in coverage. Also, beginning two (2) years after the date that your Dependent reached the age limit, you must provide us documentation of his or her incapacity and dependency annually within sixty (60) days after we request it so that we can determine if he or she continues to be eligible as a disabled Dependent.

3. If your Dependent is not a Member and you are requesting enrollment, you must provide us documentation of his or her incapacity and dependency within sixty (60) days after we request it so that we can determine if he or she is eligible to enroll as a disabled Dependent.

If we determine that your Dependent is eligible as a disabled Dependent, you must provide us documentation of his or her incapacity and dependency annually within sixty (60) days after we request it so that we can determine if he or she continues to be eligible as a disabled Dependent.

## Member Rights and Responsibilities: Our Commitment to Each Other

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

#### **Rights of Members**

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

- 1. Receive information that empowers you to be involved in health care decision making. This includes the right to:
  - a. Actively participate in discussions and decisions regarding your health care options;
  - b. Receive and be helped to understand information related to the nature of your health status or condition, including all appropriate treatment and non-treatment options for your condition and the risks involved no matter what the cost is or what your benefits are;
  - c. Receive relevant information and education that helps promote your safety in the course of treatment;
  - d. Receive information about the outcomes of health care you have received, including unanticipated outcomes. When appropriate, family members or others you have designated will receive such information;
  - e. Refuse treatment, providing you accept the responsibility and consequences of your decision;
  - f. Give someone you trust the legal authority to make decisions for you if you ever become unable to make decisions for yourself by completing and giving us an advance directive, a Durable Power of Attorney for Health Care, Living Will, or other health care treatment directive. You can rescind or modify these documents at any time;
  - g. Receive information about research projects that may affect your health care or treatment. You have the right to choose to participate in research projects; and

h. Receive access to your medical records and any information that pertains to you, except as prohibited by law. This includes the right to ask us to make additions or corrections to your medical record. We will review your request based on applicable federal and state law to determine if the requested additions are appropriate. If we approve your request, we will make the correction or addition to your protected health information. If we deny your request, we will tell you why and explain your right to file a written statement of disagreement. You or your authorized representative will be asked to provide written permission before a Member's records are released, unless otherwise permitted by law.

#### 2. Receive information about Kaiser Permanente and your Plan. This includes the right to:

- a. Receive the information you need to choose or change your Primary Care Plan Physician, including the name, professional level and credentials of the doctors assisting or treating you;
- b. Receive information about Kaiser Permanente, our Services, our practitioners and Providers, and the rights and responsibilities you have as a Member. You also can make recommendations regarding Kaiser Permanente's member rights and responsibility policies;
- c. Receive information about financial arrangements with physicians that could affect the use of Services you might need;
- d. Receive Emergency Services when you, as a prudent layperson, acting reasonably, would have believed that an emergency medical condition existed; and receive information regarding cost sharing, payment obligations and balance billing protections for Emergency Services;
- e. Receive covered urgently needed Services when traveling outside Kaiser Permanente's Service Area;
- f. Receive information about what Services are covered and what you will have to pay and to examine an explanation of any bills for Services that are not covered; and
- g. File a complaint, grievance or appeal about Kaiser Permanente or the care you received without fear of retribution or discrimination, expect problems to be fairly examined, and receive an acknowledgement and a resolution in a timely manner.

#### 3. Receive professional care and Service. This includes the right to:

- a. See Plan Providers, get covered health care services and get your prescriptions filled within a reasonable period of time and in an efficient, prompt, caring and professional manner;
- b. Have your medical care, medical records and protected health information (PHI) handled confidentially and in a way that respects your privacy;
- c. Be treated with respect and dignity;
- d. Request that a staff member be present as a chaperone during medical appointments or tests;
- e. Receive and exercise your rights and responsibilities without any discrimination based on age, gender, sexual orientation, race, ethnicity, religion, disability, medical condition, national origin, educational background, reading skills, ability to speak or read English, or economic or health status, including any mental or physical disability you may have;
- f. Request interpreter Services in your primary language at no charge; and
- g. Receive health care in facilities that are environmentally safe and accessible to all.

#### **Responsibilities of Members**

As a Member of Kaiser Permanente, you are responsible to:

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

a. Be active in your health care and engage in healthy habits;

- Select a Primary Care Plan Physician. You may choose a doctor who practices in the specialty of Internal Medicine, Pediatrics, or Family Practice as your Primary Care Plan Physician. You may also choose a personal OB/GYN in addition to Primary Care Plan Physician;
- c. To the best of your ability, give accurate and complete information about your health history and health condition to your doctor or other health care professionals treating you;
- d. Work with us to help you understand your health problems and develop mutually agreed upon treatment goals;
- e. Talk with your doctor or health care professional if you have questions or do not understand or agree with any aspect of your medical treatment;
- f. Do your best to improve your health by following the treatment plan and instructions your Primary Care Plan Physician or health care professional recommends;
- g. Schedule the health care appointments your Primary Care Plan Physician or health care professional recommends;
- h. Keep scheduled appointments or cancel appointments with as much notice as possible; and
- i. Inform us if you no longer live within the Plan Service Area.

#### 2. Know and understand your Plan and benefits:

- a. Read about your health care benefits in this contract and become familiar with them. Call us when you have questions or concerns;
- b. Pay your Plan Premium, and bring payment with you when your visit requires a Copayment, Coinsurance or Deductible;
- c. Let us know if you have any questions, concerns, problems or suggestions;
- d. Inform us if you have any other health insurance or prescription drug coverage; and
- e. Inform any network or nonparticipating provider from whom you receive care that you are enrolled in our Plan.

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

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

## **Payment of Premium**

Members are entitled to health care coverage only for the period for which we have received the appropriate Premium from your Group. You are responsible to pay any required contribution to the Premium, as determined and required by your Group. Your Group will tell you the amount you owe and how you will pay it to your Group. For example: A payroll deduction.

## Payment of Copayments, Coinsurance and Deductibles

In addition to your monthly Premium payment, you may also be required to pay a Cost Share when you receive certain covered Services. A Cost Share may consist of a Copayment, Coinsurance, Deductible or a combination of these. Copayments are due at the time you receive a Service. You will be billed for any Deductible and/or Coinsurance you owe.

There are limits to the total amount of Copayments, Coinsurance and Deductibles you have to pay during the contract year. This limit is known as the Out-of-Pocket Maximum.

Any applicable Copayment, Coinsurance or Deductible you may be required to pay, along with the Out-of-Pocket Maximum, will be listed in the *Summary of Services and Cost Shares*, which is attached to this EOC.

The Health Plan will keep accurate records of each Member's Cost Sharing and will notify the Member in writing within thirty (30) days of when he or she has reached the Out-of-Pocket Maximum. Once you have paid the Out-of-Pocket Maximum for Services received within the contract year, no additional Copayments, Coinsurance or Deductibles will be charged by the Health Plan for the remainder of the contract year. We will promptly refund a Member's Copayment, Coinsurance or Deductible if it was charged after the Out-of-Pocket Maximum was reached.

## **Open Enrollment**

By submitting a Health Plan-approved enrollment application to your Group during the open enrollment period, you may enroll:

- 1. Yourself, as a new Subscriber, along with any of your eligible Dependents; or
- 2. Eligible Dependents, if you are already an existing Subscriber.

## **Enrollment and Effective Date of Coverage**

When the Health Plan provides its annual open enrollment period, it will begin at least thirty (30) days prior to the 1<sup>st</sup> day of the contract year. During the annual open enrollment period an eligible employee may enroll or discontinue enrollment in this health benefit plan; or change their enrollment from this health benefit plan to a different health benefit plan offered by the large Employer.

Your Group will let you know when the open enrollment period begins and ends. Your membership will be effective at 12 a.m. Eastern Time (the time at the location of the administrative office of carrier at 2101 East Jefferson Street, Rockville, Maryland 20852) on the 1<sup>st</sup> day of the contract year.

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

Employees who become eligible outside of the annual open enrollment period may enroll themselves and any eligible Dependents thirty-one (31) days from the date that the employee first becomes eligible.

The Group shall notify you and any enrolled Dependents of your effective date of membership if that date is different than the effective date of the Group Agreement, or if it is different than the dates specified under *Special Enrollment Due to New Dependents*, below.

#### **Special Enrollment**

You can only enroll during the annual open enrollment described above, unless one of the following is true. You:

- 1. Become eligible for a special enrollment period, as described in this section; or
- 2. Did not enroll in any coverage through your Group when you were first eligible and your Group does not give us a written statement that verifies you signed a document that explained restrictions about enrolling at a later time. The effective date of an enrollment resulting from this provision is no later than the 1<sup>st</sup> day of the month following the date your Group receives a Health Plan-approved enrollment or change of enrollment application from the Subscriber.

#### **Special Enrollment Due to New Dependents**

You may enroll as a Subscriber (along with any or all eligible Dependents), and existing Subscribers may add any or all eligible Dependents, within thirty-one (31) days after marriage, birth, adoption or placement for adoption by submitting to your Group a Health Plan-approved enrollment application.

The effective date of an enrollment as the result of newly acquired Dependents will be:

1. **For new Spouse,** no later than the first day of the month following the date your Group receives an enrollment application from the Subscriber.

- 2. For newborn children, the moment of birth. If payment of additional Premium is required to provide coverage for the newborn child then, in order for coverage to continue beyond thirty-one (31) days from the date of birth, notification of birth and payment of additional Premium must be provided within thirty-one (31) days of the date of birth, otherwise coverage for the newborn will terminate thirty-one (31) days from the date of birth.
- 3. For newly adopted children (including children newly placed for adoption), the "date of adoption." The "date of adoption" means the earlier of: (1) a judicial decree of adoption, or (2) the assumption of custody, pending adoption of a prospective adoptive child by a prospective adoptive parent. If payment of additional Premium is required to provide coverage for the child then, in order for coverage to continue beyond thirty-one (31) days from the date of adoption, notification of adoption, otherwise coverage for the newly adopted child will terminate thirty-one (31) days from the date of adoption, otherwise coverage is in effect, it will continue according to the terms of this EOC, unless the placement is disrupted prior to a final decree of adoption and the child is removed from placement with the Subscriber. In such case, coverage will terminate on the date the child is removed from placement.
- 4. For children who are newly eligible for coverage as the result of guardianship granted by court or testamentary appointment, the date of court or testamentary appointment. If payment of additional Premium is required to provide coverage for the child, notification of the court or testamentary appointment may be provided at any time but, payment of Premium must be provided within thirty-one (31) days of the enrollment of the child, otherwise, enrollment of the child terminates thirty-one (31) days from the date of court or testamentary appointment.

#### **Special Enrollment Due to Court or Administrative Order**

Within thirty-one (31) days after the date of a court or administrative order requiring a Subscriber to provide health care coverage for a Spouse or child who meets the eligibility requirements as a Dependent, the Subscriber may add the Spouse or child as a Dependent by submitting to your Group a Health Plan–approved enrollment or change of enrollment application.

If the Subscriber fails to enroll a child under a court or administrative order, the child's other parent or the Department of Social Services may apply for coverage. A Dependent child enrolled under this provision may not be disenrolled unless we receive satisfactory written proof that:

- 1. The court or administrative order is no longer in effect; and
- 2. The child is or will be enrolled in comparable health coverage that will take effect not later than the effective date of termination under this EOC; or
- 3. Family coverage has been eliminated under this EOC.

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

#### Special Enrollment Due to Loss of Other Coverage

By submitting a Health Plan-approved enrollment application to your Group within thirty (30) days after an enrolling person you are dependent upon for coverage loses that coverage, you may enroll:

- 1. Yourself, as a new Subscriber, along with any of your eligible Dependents; or
- 2. Eligible Dependents, if you are already an existing Subscriber, as long as the:
  - a. Enrolling person or at least one (1) of the Dependents had other coverage when you previously declined all coverage through your Group, and
  - b. Loss of the other coverage is due to:
    - i. Exhaustion of COBRA coverage;
    - ii. Termination of employer contributions for non-COBRA coverage;

- iii. Loss of eligibility for non-COBRA coverage, but not termination for cause or termination from an individual (non-group) plan for nonpayment.
  - a) For example, this loss of eligibility may be due to legal separation or divorce, reaching the age limit for dependent children, death, termination of employment or reduction in hours of employment;
- iv. Loss of eligibility for Medicaid coverage or Child Health Insurance Program (CHIP) coverage, but not termination for cause; or
- v. Reaching a lifetime maximum on all benefits.

**Note:** If you are enrolling yourself as a Subscriber along with at least one (1) eligible Dependent, only one of you must meet the requirements stated above.

To request enrollment, the Subscriber must submit a Health Plan-approved enrollment or change of enrollment application to your Group within thirty-one (31) days after loss of other coverage, except that the timeframe for submitting the application is sixty (60) days if you are requesting enrollment due to loss of eligibility for Medicaid or CHIP coverage. The effective date of an enrollment resulting from loss of other coverage is no later than the first day of the month following the date your Group receives an enrollment or change of enrollment application from the Subscriber.

#### Special Enrollment Due to Eligibility for Premium Assistance under Medicaid or CHIP

You may enroll as a Subscriber (along with any or all eligible Dependents), and existing Subscribers may add any or all eligible Dependents, if the Subscriber or at least one of the enrolling Dependents becomes eligible to receive premium assistance under Medicaid or CHIP. To request enrollment, the Subscriber must submit a Health Plan-approved enrollment or change of enrollment application to your Group within sixty (60) days after the Subscriber or Dependent is determined eligible for premium assistance.

The effective date of an enrollment resulting from eligibility for the premium assistance under Medicaid or CHIP is no later than the first day of the month following the date your Group receives an enrollment or change of enrollment application from the Subscriber.

#### Special Enrollment Due to Reemployment after Military Service

If you terminated your health care coverage because you were called to active duty in the military service, you may be able to be reenrolled in your Group's health plan if required by state or federal law. Please ask your Group for more information.

## **Genetic Testing**

We will not use, require or request a genetic test, the results of a genetic test, genetic information or genetic Services for the purpose of rejecting, limiting, canceling or refusing to renew a health insurance policy or contract. Additionally, genetic information or the request for such information will not be used to increase the rates or affect the terms or conditions of, or otherwise affect the coverage of a Member.

We will not release identifiable genetic information or the results of a genetic test without prior written authorization from the Member from whom the test results or genetic information was obtained to:

- 1. Any person who is not an employee of the Health Plan; or
- 2. A Plan Provider who is active in the Member's health care.

As used in this provision, genetic information shall include genetic information of:

- 1. A fetus carried by a Member or family member of a Member who is pregnant; and
  - 2. An embryo legally held by a Member or family member of a Member utilizing an assisted reproductive technology.

## Kaiser Permanente District of Columbia Large Group Agreement and Evidence of Coverage SECTION 2: How to Get the Care You Need

Please read the following information so that you will know from whom and what group of providers you may obtain health care.

When you join the Health Plan, you are selecting our medical care system to provide your medical care. You must receive your care from Plan Providers within our Service Area, except for:

- 1. Emergency Services, as described in *Section 3: Benefits, Exclusions and Limitations*.
- 2. Urgent Care Services outside of our Service Area, as described in *Section 3: Benefits, Exclusions and Limitations.*
- 3. Approved Referrals, as described in this section under the *Getting a Referral*, including referrals for Clinical Trials as described in *Section 3: Benefits, Exclusions and Limitations;* and
- 4. Covered Services received in other Kaiser Permanente regions and Group Health Cooperative service areas.

## Making and Cancelling Appointments and Who to Contact

At Kaiser Permanente, we are available to assist you in getting the care you need. Should you experience a medical condition or require assistance from us, please contact the appropriate number below.

#### **Medical Emergencies**

• Call 911, where available, if you think you have a medical emergency.

#### **Medical Advice**

• Call us at 1-800-677-1112 if you are unsure of your condition and require immediate medical advice. You should also call this number in the event that you have an emergency hospital admission. We require notice within forty-eight (48) hours, or as soon as reasonably possible thereafter, of any emergency Hospital admission.

#### Making or Canceling Appointments

To make or cancel an appointment, please visit us online at **www.kp.org**.

You may also make or cancel an appointment with a Primary Care Plan Physician in one of our Plan Medical Centers by phone. To do so, please have your Kaiser Permanente identification card with you and contact us at 1-800-777-7904 or 711 (TTY). We are available to assist you 24/7.

If your Primary Care Plan Physician is in our Network of Plan Providers, but not located in a Plan Medical Center, please contact his/her office directly for assistance making or canceling an appointment. The telephone number for their office is located on your Kaiser Permanente identification card.

#### **Choosing or Changing Your Primary Care Plan Physician**

We recommend that you choose a Primary Care Plan Physician if you have not done so already. For more information, see *Choosing Your Primary Care Plan Physician* in this section.

You may choose or change your Primary Care Plan Physician at any time, for any reason, by visiting **www.kp.org/doctor**. On the website, you can browse all doctor's profiles and select a doctor who matches your needs.

You may also choose or change your Primary Care Plan Physician by phone by contacting Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

#### **Customer Service:**

We want you to be satisfied with your health care. Member Services representatives are available to assist you with questions about your Plan Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

Member Services representatives are also available at most of our Plan Medical Centers. You may also ask your Primary Care Plan Physician or other health care professionals about problems you may have.

## Advance Directives to Direct Your Care While Incapacitated

Advance directives are legal forms that help you control the kind of health care you will receive if you become very ill or unconscious. We ask that you please consider the benefits of completing a:

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

For additional information about advance directives, including how to obtain forms and instructions, visit us online at **www.kp.org** or contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

## Your Kaiser Permanente Identification Card

#### **Digital Kaiser Permanente Identification Card**

Managing your health care is convenient with the Kaiser Permanente mobile app. The app gives you access to your digital Kaiser Permanente identification card, which allows you to check in for appointments, pick up prescriptions and provide your membership information, all from your smartphone. To access your digital Kaiser Permanente identification card:

- 1. Log into the Kaiser Permanente mobile app; and
- 2. Select "Member ID Card" from the menu options.

**Note:** Verify that the Kaiser Permanente mobile app is available on your smartphone and create your login before arriving at your appointment. Additionally, the availability of the digital Kaiser Permanente identification card is limited to certain types of Plans and does not replace the physical card. Each Member will also receive a physical Kaiser Permanente identification card.

#### Using Your Kaiser Permanente Identification Card

Your Kaiser Permanente identification card is for identification purposes only. It contains your name, Medical record number and our contact information. When you visit a Plan Facility, please have both your Kaiser Permanente identification card and a valid photo ID with you. You will be asked to show both of them when checking in.

Your medical record number is used to identify your medical records and membership information. You should always have the same Medical record number.

If you need to replace your Kaiser Permanente identification card, or if we ever issue you more than one (1) medical record number, please let us know by contacting Member Services Monday through Friday between 7:30 a.m. and 9 p.m. at 1-800-777-7902 or 711 (TTY).

**Note:** Allowing another person to use your ID card will result in forfeiture of your Kaiser Permanente identification card and may result in termination of your membership.

## Kaiser Permanente District of Columbia Large Group Agreement and Evidence of Coverage Choosing Your Primary Care Plan Physician

We highly encourage you to choose a Primary Care Plan Physician when you enroll. He or she will play an important role in coordinating your health care Services, including Hospital stays and referrals to Specialists. Additionally, your Primary Care Plan Physician and Plan Providers will work as a team, along with you, to ensure continuity of care and medically appropriate courses of treatment.

Each Member in your family should select a Primary Care Plan Physician. If you do not select a Primary Care Plan Physician upon enrollment, we will assign you one near your home. You may select or change your Primary Care Plan Physician at any time by visiting us online at **www.kp.org** or contacting Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

Our Provider Directory is available online at **www.kp.org** and updated twice each month. A listing of all Primary Care Plan Physicians is also provided to you on an annual basis.

You may select a Primary Care Plan Physician, who is available to accept new Members, from the following areas: Internal medicine, family practice and pediatrics. Within pediatrics, you may select an allopathic or osteopathic pediatrician as the Primary Care Plan Physician for your child. In addition to selecting a Primary Care Plan Physician, Members may choose a Plan Physician who practices in the specialty of obstetrics or gynecology (OB/GYN) as their personal OB/GYN.

## **Getting a Referral**

Our Plan Providers offer primary medical, pediatric and obstetric/gynecological (OB/GYN) care as well as specialty care areas such as general surgery, orthopedic surgery, dermatology and other medical specialties. If your Primary Care Plan Physician decides, in consultation with you, that you require covered Services from a Specialist, you will be referred to a Plan Provider in your Select<sup>SM</sup> care delivery system who is a Specialist that can provide the care you need.

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

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

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

If your Plan Provider decides that you require covered Services not available from us, he or she will refer you to a non-Plan Provider inside or outside our Service Area. You must have an approved referral to the non-Plan Provider in order for us to cover the Services.

Copayments and Coinsurance for approved referral Services provided by a non-Plan Provider are the same as those required for Services provided by a Plan Provider. When Prior Authorization is the responsibility of an in-network provider, any reduction or denial of benefits will not affect the enrollee.

Any additional radiology studies, laboratory services or services from any other professional not named in the referral are not authorized and will not be reimbursed. If the non-Plan Provider recommends Services not indicated in the approved referral, your Primary Care Plan Physician will work with you to determine whether those Services can be provided by a Plan Provider.

#### Services that Do Not Require a Referral

There are specific Services that do not require a referral from your Primary Care Plan Physician.

However, you must obtain the care from a Plan Provider. These Services include the following:

- 1. An initial consultation for treatment of mental illness, emotional disorders, and drug or alcohol misuse when provided by a Plan Provider. For continued treatment, you or your Plan Provider must contact the Behavioral Health Access Unit for assistance to arrange and schedule these covered Services. The Behavioral Health Access Unit may be reached at 1-866-530-8778;
- 2. OB/GYN Services provided by an OB/GYN, a certified nurse-midwife or any other Plan Provider authorized to provide OB/GYN Services, including routine care and the ordering of related, covered obstetrical and gynecological Services; and
- 3. Optometry Services.

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

For the most up-to-date list of Plan Medical Centers and Plan Providers, visit us online at **www.kp.org**. To request a Provider Directory, please contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

#### Standing Referrals to Specialists

If you suffer from a life-threatening, degenerative, chronic or disabling disease or condition that requires Specialty Services, your Primary Care Plan Physician may determine, in consultation with you and a Specialist, that you need continuing care from that Specialist. In such instances, your Primary Care Plan Physician will issue a standing referral to the Specialist.

If a Member has been diagnosed with cancer, the Health Plan will allow for the Member's primary care Plan Physician to issue a standing referral to any Health Plan-authorized oncologist or board-certified physician in pain management, as the Member chooses.

A standing referral should be developed by the Specialist, your Primary Care Plan Physician and you, and made in accordance with a written treatment plan consisting of covered Services. The treatment plan may limit the authorized number of Specialist visits and/or the period of time in which those Specialist visits are authorized. It may also require that the Specialist communicate regularly with your Primary Care Plan Physician regarding your treatment and health status.

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

A Member may request a referral to a non-Plan Specialist or a Non-Physician Specialist if:

- 1. The Member has been diagnosed with a condition or disease that requires specialized health care Services or medical care; and the Health Plan:
  - a. Does not have a Plan Specialist or Non-Physician Specialist with the professional training and expertise to treat or provide health care Services for the condition or disease; or
  - b. Cannot provide reasonable access to a Specialist or Non-Physician Specialist with the professional training and expertise to treat or provide health care Services for the condition or disease without unreasonable delay or travel.

You must have an approved referral to the non-Plan Specialist or Non-Physician Specialist in order for us to cover the Services. The Cost Share amounts for approved referral Services provided by non-Plan Providers are the same as those required for Services provided by a Plan Provider.

#### **Post-Referral Services Not Covered**

Any additional Services not specifically listed, and/or that are provided by a professional not named in the referral, are not authorized and will not be reimbursed.

If a non-Plan Provider for whom you have received an authorized referral recommends additional Services that are not indicated in that approved referral, advise your Plan Provider. He or she will work with you to determine whether those Services can be provided by a Plan Provider. Additional Services not specifically listed in the referral are not authorized and will not be reimbursed unless you have received a

preauthorization for those Services.

#### **Prior Authorization for Prescription Drugs**

Requests for certain covered outpatient prescription drugs supplies and supplements administered by medical personnel in an office setting may be subject to utilization management protocols, such as Prior Authorization or step therapy. A list of drugs subject to utilization management is available upon request.

If we deny a Service or prescription drug because prior authorization was not obtained, or if a step-therapy exception request is denied, you may submit an appeal. For information on how to submit an appeal, see *Section 5: Filing Claims, Appeals and Grievances.* 

To find out if a prescription drug is subject to prior authorization or step-therapy requirements, please see **Drugs, Supplies and Supplements** in **Section 3** – **Benefits, Exclusions and Limitations** or the **Benefits** section of the **Outpatient Prescription Drug Rider**, if applicable.

#### **Continuity of Care for Members**

A Continuing Care Patient receiving care from a Participating Provider may elect to continue to receive transitional care from such provider if the provider's Participating Provider contract is terminated or non-renewed for reasons other than for failure to meet applicable quality standards, for fraud or if the group contract terminates resulting in a loss of benefits with respect to such provider or facility. Health Plan will notify each Member who is a Continuing Care Patient at the time of termination or non-renewal on a timely basis of such termination and the Member's right to elect transitional care.

When elected, benefits will be provided under the same terms and conditions as would have applied with respect to items and Services that would have been covered had termination not occurred and with respect to the course of treatment provided by such provider or facility relating to the Member's status as a Continuing Care Patient. Benefits will be provided during the period beginning on the date Health Plan notifies the Continuing Care Patient of the termination and ending on the earlier of (i) ninety-(90) days beginning on such date or (ii) the date on which such Member is no longer a Continuing Care Patient with respect to such provider or facility.

The Member will not be liable for an amount that exceeds the cost-sharing that would have applied to the Member had the termination not occurred.

## **Getting Emergency and Urgent Care Services**

#### **Emergency Services**

Emergency Services are covered 24 hours per day, 7 days per week no matter when or where in the world they occur, without Prior Authorization and without regard to whether the health care provider furnishing the Services is a Plan Provider.

If you think you have a medical emergency, call 911, where available, or go to the nearest Hospital emergency department or Independent Freestanding Emergency Department. You do not need Prior Authorization for Emergency Services. When you have an Emergency Medical Condition, we cover Emergency Services that you receive from Plan Providers or non-Plan Providers anywhere in the world, as long as the Services would be covered under *Emergency Services* in *Section 3: Benefits, Exclusions and Limitations* if You had received them from Plan Providers. Emergency Services are available from Plan Hospital emergency departments 24 hours a day, seven days a week.

You will incur the same Cost sharing (Deductible, Coinsurance and/or Copayment, as applicable) for Emergency Services furnished by non- Plan Providers as Plan Providers and such Cost Sharing will be calculated based on the Allowable Charge in accordance with applicable law if your Cost Sharing is not a fixed amount.

You will not be liable for an amount that exceeds the Allowable Charge as further described in this Agreement.

When a non-Plan Provider provides Ancillary Services at a Plan Hospital or Plan Facility, Your Cost

Share will be the same cost sharing amount for the same Service(s) from a Plan Provider. Such Cost Share shall count toward your Deductible and Out-of-Pocket Maximum. You will not be liable for any additional payment other than your Cost Share for Ancillary Services.

Emergency Services, with respect to an Emergency Medical Condition, means:

- 1. A medical screening examination (as required under the Emergency Medical Treatment and Active Labor Act) that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate the Emergency Medical Condition; and
- 2. Within the capabilities of the staff and facilities available at the hospital, the further medical examination and treatment that the Emergency Medical Treatment and Active Labor Act requires to Stabilize the patient.

#### **Bills for Emergency Services**

You should not receive a bill for Emergency Services directly from a Plan Provider or non-Plan Provider when the federal No Surprises Act applies. When you do receive a bill from a Hospital, Independent Freestanding Emergency Department, physician or ancillary provider for Emergency Services that were provided to you, simply mail the bill to us with your medical record number written on it. (Your medical record number can be found on the front of your Kaiser Permanente identification card.) You do not have to pay the bill until we determine what amount you owe, if any, for the Emergency Services. A bill from either the provider or you can be mailed to us at the following address:

Kaiser Permanente National Claims Administration - Mid-Atlantic States PO Box 371860 Denver, CO 80237-9998

If you have already paid the bill, then please send proof of payment and a copy of the bill to the address listed above. Please remember to include your medical record number on your proof.

For more information on the payment or reimbursement of covered services and how to file a claim, see *Filing for Payment or Reimbursement of a Covered Service or Post-Service Claim* in *Section 5: Filing Claims, Appeals and Grievances.* 

#### **Urgent Care Services**

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

All Primary Care Plan Physicians are on-call 24/7. When a situation is not an emergency but requires prompt attention for symptoms such as a sudden rash, high fever, severe vomiting, ear infection or sprain, please call your Primary Care Plan Physician as instructed under *Making and Cancelling Appointments and Who to Contact* at the beginning of this section.

#### **Hospital Admissions**

If you are admitted to a non-Plan Hospital, you, your Parent/Guardian, financially responsible person or someone else must notify us within the later of forty-eight (48) hours of a Member's hospital admission or on the first working day following the admission unless it was not reasonably possible to notify us within that time.

## **Getting Assistance from Our Advice Nurses**

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

If you are not sure you are experiencing a medical emergency, or for Urgent Care Services for symptoms such as a sudden rash, high fever, severe vomiting, ear infection or sprain, you may call our advice nurses at 1-800-777-7904 or 711 (TTY).

You may also call 1-800-677-1112 from anywhere in the United States, Canada, Puerto Rico or the Virgin Islands.

## **Getting a Second Opinion**

You are welcome to receive a second medical opinion from a Plan Physician. We will assist you to arrange an appointment for a second opinion upon request.

## Moving to Another Kaiser Permanente or Group Health Cooperative Service Area

If you move to another Kaiser Permanente or Group Health Cooperative service area, you may be able to transfer your Group membership if there is an arrangement with your Group in the new service area.

However, eligibility requirements, benefits, Premium, Copayments, Coinsurance and Deductibles may not be the same in the other service area. You should contact your Group's employee benefits coordinator before you move.

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

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

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

## Value-Added Services

To support Members in their quest for better health, the Health Plan occasionally will make a variety of valuable items or services available to you. Examples of these items or services include, but are not limited to, publications, discounted eyewear, discounted fitness club memberships, health education classes (that are not covered services) and health promotion and wellness programs, including any associated rewards for participating in those programs.

Additionally, a Plan Provider may furnish Medically Necessary value-added items and services at no cost to you in conjunction with your treatment plan.

Value added items and services are:

1. Neither offered nor guaranteed under your Health Plan coverage. Some may be provided by entities other than the Health Plan. We may change or discontinue some or all value-added items and services at any time and without notice.

2. Not offered as an inducement to purchase coverage from the Health Plan. While value-added items and services are not benefits or covered services, we may include their costs in the calculation of your dues or premium.

Some value-added items and services are available to all Members, while others may be available only to Members who are enrolled in certain Plans or covered by certain employer groups. To take advantage of these services, Members should display their Kaiser Permanente identification card and pay any applicable fees due at the time of service. Because value-added items and services are not benefits or covered services, any fees you pay for them will not accrue toward your Deductible, Out-of-Pocket Maximum or any other coverage calculations required under your Plan.

The Health Plan does not endorse or make any representations regarding the quality or medical efficacy of any value-added items or services provided by external entities, nor the financial integrity of any entities providing them. The Health Plan expressly disclaims any liability for value-added items or services provided by these entities.

Member Services representatives are available to assist you with questions or concerns about value-added items and services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY). However, Member Services representatives may not be able to resolve or support the resolution of any dispute between a Member and any external entity providing value-added items or services.

## Payment Toward Your Cost Share and When You May Be Billed

In most cases, you will be asked to make a payment toward your Cost Share at the time you receive Services. Cost Share payments may be made by you on your behalf, (including manufacturer coupons, when accepted) will apply toward your Out-of-Pocket Maximum.

If you receive more than one type of Services, such as Primary Care treatment and laboratory tests, you may be required to pay separate Cost Shares for each of those Services. In some cases, your provider may not ask you to make a payment at the time you receive Services, and you may be billed for your Cost Share.

Keep in mind payments made by you, or on your behalf toward your Cost Share may cover only a portion of your total Cost Share for the Services you receive, and you will be billed for any additional amounts that are due. The following are examples of when you may be asked to pay Cost Share amounts in addition to the amount you pay at check-in:

- 1. You receive non-preventive Services during a preventive visit. For example, you go in for a routine physical exam, and at check-in you pay your Cost Share for the preventive exam (your Cost Share may be "no charge"). However, during your preventive exam your provider finds a problem with your health and orders non-preventive Services to diagnose your problem, such as laboratory tests. You may be asked to pay your Cost Share for these additional non-preventive diagnostic Services.
- 2. You receive diagnostic Services during a treatment visit. For example, you go in for treatment of an existing health condition, and at check-in you pay your Cost Share for a treatment visit. However, during the visit your provider finds a new problem with your health and performs or orders diagnostic Services, such as laboratory tests. You may be asked to pay your Cost Share for these additional diagnostic Services.
- 3. You receive treatment Services during a diagnostic visit. For example, you go in for a diagnostic exam, and at check-in you pay your Cost Share for a diagnostic exam. However, during the diagnostic exam your provider confirms a problem with your health and performs

treatment Services, such as an outpatient procedure. You may be asked to pay your Cost Share for these additional treatment Services.

- 4. You receive non-preventive Services during a no-charge courtesy visit. For example, you go in for a blood pressure check or meet and greet visit and the provider finds a problem with your health and performs diagnostic or treatment Services. You may be asked to pay your Cost Share for these additional diagnostic or treatment Services.
- 5. You receive Services from a second provider during your visit. For example, you go in for a diagnostic exam, and at check-in you pay your Cost Share for a diagnostic exam. However, during the diagnostic exam your provider requests a consultation with a Specialist. You may be asked to pay your Cost Share for the consultation with the Specialist.

**Note:** If your Plan is subject to a Deductible, any required Deductible amount must be met by the Member prior to our payment of non-preventive or diagnostic Services.

## **SECTION 3: Benefits, Exclusions and Limitations**

## Your Benefits

The benefits described in this section are covered only when:

- 1. A Plan Physician determines that the Services are Medically Necessary;
- 2. The Services are provided, prescribed, authorized or directed by a Plan Physician; and
  - a. You receive the Services at a Plan Facility, Plan Provider or contracted Skilled Nursing Facility inside our Service Area (except when specifically noted otherwise within this Agreement); or
  - b. You agree to have Services delivered through a patient centered medical homes program for individuals with chronic conditions, serious illnesses or complex health care needs. This includes associated costs for coordination of care, such as:
    - i. Liaison services between the individual and the Health Care Provider, nurse coordinator and the care coordination team;
    - ii. Creation and supervision of a care plan;
    - iii. Education of the Member and their family regarding the Member's disease, treatment compliance and self-care techniques; and
    - iv. Assistance with coordination of care, including arranging consultations with Specialists and obtaining Medically Necessary supplies and services, including community resources.

You must receive all covered Services from Plan Providers inside our Service Area except for:

- 1. Emergency Services, as described in this section;
- 2. Urgent Care Services outside of our Service Area, as described in this section;
- 3. Approved referrals, as described under *Getting a Referral* in *Section 2: How to Get the Care You Need*, including referrals for clinical trials as described in this section.

**Note:** Some benefits may require payment of a Copayment, Coinsurance or Deductible. Refer to the *Summary of Services and Cost Shares* for the Cost Sharing requirements that apply to the covered Services contained within the *List of Benefits* in this section.

This Agreement does not require us to pay for all health care services, even if they are Medically Necessary. Your right to covered Services is limited to those that are described in this contract in accordance with the terms and conditions set forth herein. To view your benefits, see the *List of Benefits* in this section.

## List of Benefits

The following benefits are covered by the Health Plan. Benefits are listed alphabetically for your convenience. Some benefits are subject to benefit-specific limitations and/or exclusions, which are listed, when applicable, directly below each benefit. A broader list of exclusions that apply to all benefits, regardless of whether they are Medically Necessary, is provided under *Exclusions* in this section.

## **Accidental Dental Injury Services**

We cover Medically necessary dental services to treat injuries to the jaw, sound natural teeth, mouth or face as a result of an accident. Dental appliances required to diagnose or treat an accidental injury to the teeth, and the repair of dental appliances damaged as a result of accidental injury to the jaw, mouth or face, are also covered. Coverage is provided when all of the following conditions have been met:

1. The accident has been reported to your primary care Plan Physician within seventy-two (72) hours of the accident.

- 2. A Plan Provider provides the restorative dental Services;
- 3. The injury occurred as the result of an external force that is defined as violent contact with an external object;
- 4. The injury was sustained to sound natural teeth;

Note: An injury that results from chewing or biting is not considered an Accidental Injury under this Plan.

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

For the purposes of this benefit, sound natural teeth are defined as a tooth or teeth that have not been:

- 1. Weakened by existing dental pathology such as decay or periodontal disease, or
- 2. Previously restored by a crown, inlay, onlay, porcelain restoration, or treatment by endodontics.

See the benefit-specific exclusions immediately below for additional information.

#### **Benefit-Specific Exclusions:**

- 1. Services provided by non-Plan Providers.
- 2. Services for teeth that have been avulsed (knocked out) or that have been so severely damaged that, in the opinion of the Plan Provider, restoration is impossible.

## Allergy Services

We cover the following allergy Services:

- 1. Evaluations and treatment; and
- 2. Injections and serum.

## **Ambulance Services**

We cover licensed ambulance Services only if your medical condition requires:

- 1. The basic life support, advanced life support, or critical care life support capabilities of an ambulance for inter-facility or home transfer; or
- 2. The ambulance transportation has been ordered by a Plan Provider.

Coverage is also provided for Medically Necessary transportation or Services including Medically Necessary air ambulance transport to the nearest hospital able to provide needed Services, rendered as the result of a 911 call. Your Cost Share will apply to each encounter, whether or not transport was required.

Cost Shares for Air Ambulance Services provided by a non-Plan Provider will not exceed that of the Cost Shares for Air Ambulance Services provided by a Plan Provider, and will apply toward your Deductible, if any, and Out-of-Pocket Maximum.

Ambulance transportation from an emergency room to a Plan Facility or from a hospital to a Plan Facility that is both Medically Necessary and ordered by a Plan Provider is covered at no charge.

We also cover medically appropriate ambulette (non-emergent transportation) Services provided by select transport carriers when ordered by a Plan Provider at no charge.

We cover licensed ambulance and ambulette (non-emergent transportation) Services ordered by a Plan Provider only inside our Service Area, except as covered under *Emergency Services*.

See the benefit-specific exclusions immediately below for additional information.

#### **Benefit-Specific Exclusions:**

- 1. Except for select non-emergent transportation ordered by a Plan Provider, we do not cover transportation by car, taxi, bus, minivan and/or any other type of transportation (other than a licensed ambulance), even if it is the only way to travel to a Plan Provider.
- 2. Ambulette (non-emergent transportation Services) that are not medically appropriate and that have not been ordered by a Plan Provider.

## **Anesthesia for Dental Services**

We cover general anesthesia and associated Hospital or ambulatory facility Services for dental care provided to Members who are age:

- 1. 7 or younger or are developmentally disabled and for whom a:
  - a. Superior result can be expected from dental care provided under general anesthesia; and
  - b. Successful result cannot be expected from dental care provided under local anesthesia because of a physical, intellectual or other medically compromising condition.
- 2. 17 or younger who are extremely uncooperative, fearful or uncommunicative with dental needs of such magnitude that treatment should not be delayed or deferred, and for whom a lack of treatment can be expected to result in oral pain, infection, loss of teeth, or other increased oral or dental morbidity.
- 3. 17 and older when the Member's medical condition requires that dental Service be performed in a Hospital or ambulatory surgical center for the safety of the Member (e.g., heart disease and hemophilia).

General anesthesia and associated hospital and ambulatory facility charges will be covered only for dental care that is provided by a fully accredited Specialist for whom hospital privileges have been granted.

See the benefit-specific exclusions immediately below for additional information.

#### **Benefit-Specific Exclusions:**

1. The dentist or Specialist's dental Services.

## **Blood, Blood Products and their Administration**

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

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

See the benefit-specific limitation and exclusion immediately below for additional information.

#### **Benefit-Specific Limitation:**

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

#### **Benefit-Specific Exclusion:**

1. Directed blood donations.

## **Chemical Dependency and Mental Health Services**

We cover the treatment of treatable mental illnesses, emotional disorders, drug abuse and alcohol misuse for conditions that in the opinion of a Plan Provider, would be responsive to therapeutic

#### management.

For the purposes of this benefit provision: "Drug and alcohol misuse" means a disease that is characterized by a pattern of pathological use of a drug and/or alcohol with repeated attempts to control its use and with significant negative consequences in at least one the following areas of life: medical; legal; financial; or psycho-social.

While you are in a Hospital, we cover all medical Services of physicians and other health professionals as performed, prescribed or directed by a Plan Provider including, but not limited to:

- 1. Individual therapy;
- 2. Group therapy;
- 3. Electroconvulsive Therapy (ECT);
- 4. Drug therapy;
- 5. Education;
- 6. Psychiatric nursing care; and
- 7. Appropriate hospital Services.

Medical Services for detoxification are limited to the removal of the toxic substance or substances from the system. Detoxification will be covered for a minimum of twelve (12) days annually.

We cover Medically Necessary treatment in a licensed or certified residential treatment center.

Partial hospitalization is defined as the provision of medically directed intensive or intermediate short-term treatment for mental illness, emotional disorders, drug and alcohol abuse for a period of less than twenty-four (24) hours but more than four (4) hours in a day in a licensed or certified facility or program.

In an outpatient setting, we cover all Medically Necessary Services of physicians and other health care professionals as performed, prescribed, or directed by a physician including, but not limited to:

- 1. Evaluations;
- 2. Crisis intervention;
- 3. Individual therapy;
- 4. Group therapy;
- 5. Psychological testing;
- 6. Medical treatment for withdrawal symptoms; and
- 7. Visits for the purpose of monitoring drug therapy.

See the benefit-specific exclusions immediately below for additional information.

#### **Benefit-Specific Exclusions:**

- 1. Services in a facility whose primary purpose is to provide treatment for alcoholism, drug misuse, or drug addiction, except as described above.
- 2. Services provided in a psychiatric residential treatment facility, except as described above.
- 3. Services for Members who, in the opinion of the Plan Provider, are seeking Services for non-therapeutic purposes.
- 4. Psychological testing for ability, aptitude, intelligence or interest.
- 5. Services on court order or as a condition of parole or probation, unless determined by the Plan Provider to be Medically Necessary.
- 6. Evaluations that are primarily for legal or administrative purposes and are not medically indicated.

## Cleft Lip, Cleft Palate or Both

We cover inpatient and outpatient Services arising from orthodontics, oral surgery and otologic,

audiological and speech/language treatment as the result of the congenital defect known as cleft lip, cleft palate, or both.

## **Clinical Trials**

We cover the routine patient care costs you may incur as an eligible participant in an approved clinical trial undertaken for the purposes of: the prevention, early detection, treatment; or monitoring of cancer, chronic disease, or life-threatening illness.

For the purposes of this benefit, an approved clinical trial means:

- 1. A clinical research study or clinical investigation approved or funded in full or in part by one or more of the following:
  - a. The National Institutes of Health (NIH);
  - b. The Centers for Disease Control and Prevention (CDC);
  - c. The Agency for Health Care Research and Quality;
  - d. The Centers for Medicare and Medicaid Services;
  - e. A bona fide clinical trial cooperative group, including: the National Cancer Institute Clinical Trials Cooperative Group; the National Cancer Institute Community Clinical Oncology Program; the AIDS Clinical Trials Group; and the Community Programs for Clinical Research in AIDS; or
  - f. The Department of Defense, the Department of Veterans Affairs, or the Department of Energy, or a qualified nongovernmental research entity to which the National Cancer Institute has awarded a support grant;
- 2. A study or investigation approved by the United States Food and Drug Administration (FDA), including those conducted under an investigational new drug or device application reviewed by the FDA; or
- 3. An investigation or study approved by an Institutional Review Board registered with the Department of Health and Human Services that is associated with an institution that has a federal-wide assurance approved by the Department of Health and Human Services specifying compliance with 45 C.F.R. Part 46.

"Routine patient care costs" mean items, drugs and Services:

- 1. That are typically provided absent a clinical trial;
- 2. Required solely for the provision of the investigational item or service (such as the administration of a non-covered chemotherapeutic agent), the clinically appropriate monitoring of the effects of the item or service, or the prevention of complications; and
- 3. Needed for reasonable and necessary care arising from the provision of an investigational item or service, including the diagnosis or treatment of complications.

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

#### **Off-Label Use of Drugs or Devices**

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

See the benefit-specific exclusions immediately below for additional information.

**Benefit-Specific Exclusions:** Routine patient care costs shall not include:

- 1. The cost of tests or measurements conducted primarily for the purpose of the clinical trial involved or items, drugs, or Services provided solely to satisfy data collection and analysis needs; or
- 2. Items, drugs, or Services customarily provided by the research sponsors free of charge for any qualified individual enrolled in the trial.

# Diabetic Equipment, Supplies, and Self-Management Training

We cover diabetes equipment, diabetes supplies, and in-person diabetes outpatient self-management training and educational Services, including medical nutrition therapy, when both prescribed by and purchased from a Plan Provider for the treatment of:

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

Note: Insulin is covered under the *Outpatient Prescription Drug Rider* attached to this EOC, if applicable. If the Outpatient Prescription Drug Rider does not apply, insulin is covered under this benefit.

Member Cost Sharing for diabetes devices shall be limited to \$100 for a 30-day supply of all Medically Necessary covered diabetes devices that are in accordance with the treatment plan. Member Cost Sharing for diabetic ketoacidosis devices shall be limited to \$100 per calendar year of all Medically Necessary covered diabetic ketoacidosis devices that are in accordance with the treatment plan. Coverage for diabetes devices and diabetes ketoacidosis devices are not subject to the Deductible.

Diabetes devices mean a legend device or non-legend device used to cure, diagnose, mitigate, prevent, or treat diabetes or low blood sugar. Diabetes devices include blood glucose test strips, glucometers, continuous glucometers, lancets, lancing devices, ketone test strips, insulin pumps, and insulin needles and syringes.

Diabetic ketoacidosis device means a device that is a legend or non-legend device and used to screen for or prevent diabetic ketoacidosis and includes diabetic ketoacidosis devices prescribed and dispensed once during a calendar year.

See the benefit-specific limitation immediately below for additional information.

## **Benefit-Specific Limitations:**

Diabetic equipment and supplies are limited to Health Plan preferred equipment and supplies unless the equipment or supply:

- 1. Was prescribed by a Plan Provider; and
- 2. There is no equivalent preferred equipment or supply available, or an equivalent preferred equipment or supply has been ineffective in treating the disease or condition of the Member or has caused or is likely to cause an adverse reaction or other harm to the Member.

**Note:** "Health Plan preferred equipment and supplies" are those purchased from a Plan preferred vendor. To obtain information about Plan preferred vendors, contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

## Dialysis

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

1. You satisfy all medical criteria developed by Medical Group and by the facility providing the

dialysis;

- 2. The facility (when not provided in the home) is certified by Medicare; and
- 3. A Plan Physician provides a written referral for care at the facility.

We cover the following renal dialysis Services:

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

We cover the following self-dialysis Services:

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

We cover home dialysis, which includes:

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

Members traveling outside the Service Area may receive pre-planned dialysis Services for up to sixty (60) days of travel per calendar year. Prior Authorization is required.

## **Drugs, Supplies and Supplements**

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

- 1. Oral, infused or injected drugs and radioactive materials used for therapeutic purposes including chemotherapy.
- 2. Injectable devices;
- 3. The equipment and supplies associated with the administration of infused or injected drugs, devices or radioactive materials;
- 4. Medical and surgical supplies including dressing, splints, casts, hypodermic needles, syringes or any other Medically Necessary supplies provided at the time of treatment; and
- 5. Vaccines and immunizations approved for use by the FDA that are not considered part of routine preventive care.

**Note:** Additional Services that require administration or observation by medical personnel are covered. Refer to the *Outpatient Prescription Drug Rider*, if applicable, for coverage of self-administered outpatient prescription drugs; *Preventive Health Care Services* for coverage of vaccines and immunizations that are part of routine preventive care; *Allergy Services* for coverage of allergy test and treatment materials; and *Family Planning Services* for the insertion and removal of contraceptive drugs an devices, if applicable.

Prior authorization or step-therapy may be required for covered prescription drugs or supplies, and supplements administered by medical personnel in an office Visit. A list of drugs subject to utilization management is available to you upon request. You may contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

See the benefit-specific exclusions immediately below for additional information.

### **Benefit-Specific Exclusions:**

- 1. Drugs, supplies, and supplements which can be self-administered or do not require administration or observation by medical personnel.
- 2. Drugs for which a prescription is not required by law.
- 3. Drugs for the treatment of sexual dysfunction disorders.
- 4. Drugs for the treatment of infertility.

## **Durable Medical Equipment**

Durable Medical Equipment is defined as equipment that:

- 1. Is intended for repeated use;
- 2. Is primarily and customarily used to serve a medical purpose;
- 3. Is generally not useful to a person in the absence of illness or injury; and
- 4. Meets the Health Plan criteria for being Medically Necessary.

Durable Medical Equipment does not include coverage for Prosthetic Devices, such as implants, artificial eyes or legs, or Orthotic Devices, such as braces or therapeutic shoes. Refer to *Prosthetic and Orthotic Devices* for coverage of Prosthetic Devices and Orthotic Devices.

### **Basic Durable Medical Equipment**

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

Coverage is limited to the standard item of equipment that adequately meets your medical needs. We decide whether to rent or purchase the equipment, and we select the vendor. We will repair or replace the equipment, unless the repair or replacement is due to loss, misuse or theft. You must return the equipment to us or pay us the fair market value of the equipment when we are no longer covering it.

Note: Diabetes equipment and supplies are not covered under this section. Refer to *Diabetic Equipment, Supplies and Self-Management Training*.

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

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

#### **Oxygen and Equipment**

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

### **Positive Airway Pressure Equipment**

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

## **Apnea Monitors**

We cover apnea monitors for infants for a period not to exceed six (6) months.

### Asthma Equipment

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

- 1. Spacers
- 2. Peak-flow meters
- 3. Nebulizers

## **Bilirubin Lights**

We cover bilirubin lights for infants for a period not to exceed six (6) months.

### International Normalized Ratio (INR) Home Testing Machines

INR home testing machines when deemed Medically Necessary by a Plan Physician.

See the benefit-specific exclusions immediately below for additional information.

### **Benefit-Specific Exclusions:**

- 1. Comfort, convenience, or luxury equipment or features.
- 2. Exercise or hygiene equipment.
- 3. Non-medical items such as sauna baths or elevators.
- 4. Modifications to your home or car.
- 5. Devices for testing blood or other body substances, except as covered under the *Diabetes Equipment, Supplies and Self-Management Training* benefit.
- 6. Electronic monitors of the heart or lungs, except infant apnea monitors, and oximetry monitors for patients on home ventilation.
- 7. Services not preauthorized by the Health Plan.

## **Emergency Services**

As described below, you are covered for Emergency Services without Prior Authorization, if you experience an Emergency Medical Condition anywhere in the world.

If you think you are experiencing an Emergency Medical Condition you should call 911 immediately. If you are not sure whether you are experiencing an Emergency Medical Condition, please contact us at the number listed on the reverse side of your ID card for immediate medical advice.

We cover Emergency Services as follows:

### **Inside our Service Area**

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

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

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

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

of our Service Area because of extreme personal emergency.

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

#### Inside our Service Area

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

### Inside another Kaiser Permanente Region

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

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

All other continuing or follow-up care for Emergency Services received outside of our Service Area must be authorized by us, until you can safely return to the Service Area.

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

If you obtain prior approval from us, or from Utilization Management at regional level we will cover necessary ambulance Services or other special transportation arrangements medically required to transport you to a Plan Hospital or Medical Center in our Service Area, or in the nearest Kaiser Foundation Health Plan Region, for continuing or follow-up treatment.

Note: All ambulance transportation is covered under Ambulance Services.

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

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

#### **Post-Stabilization Care**

Post-Stabilization Care is Medically Necessary Services related to your Emergency Medical Condition that you receive in a Hospital, including the Emergency Department, after your treating physician determines that your Emergency Medical Condition is Stabilized. Post-Stabilization Care also includes durable medical equipment covered under this EOC, if it is Medically Necessary after your discharge from a Hospital and related to the same Emergency Medical Condition. For more information about durable medical equipment covered under this EOC, see the Durable Medical Equipment provision of this Benefits, Exclusions and Limitations section and the Summary of Cost Shares appendix.

When you receive Emergency Services in the District of Columbia, and federal law does not require that we consider the Post-Stabilization Care as Emergency Services, we cover Post-Stabilization Care only if we provide Prior Authorization for the Post-Stabilization Care. Therefore, it is very important that you, your provider, including your non-Plan Provider, or someone else acting on your behalf, call us to notify us that you need Post-Stabilization Care and to get Prior Authorization from us before you receive the Post-Stabilization Care.

To request Prior Authorization, you, your provider, including your non-Plan Provider, or someone else acting on your behalf, must call 1-800-225-8883 or the notification telephone number on the reverse side of your ID card before you receive the care. We will discuss your condition with the non-Plan Provider. If we determine that you require Post-Stabilization Care, we will authorize your care from the non-Plan Provider or arrange to have a Plan Provider, or other designated provider, provide the care. If we decide to have a Plan Hospital, Plan Skilled Nursing Facility, or designated non-Plan Provider

provide your care, we may authorize special transportation Services that are non-Plan Providers. If you receive care from a non-Plan Provider that we have not authorized, you may have to pay the full cost of that care.

When you receive Emergency Services from non-Plan Providers, Post-Stabilization Care may qualify as Emergency Services pursuant to federal law. We will not require Prior Authorization for such Post-Stabilization Care at a non-Plan Hospital when your attending non-Plan Provider determines that, after you receive Emergency Services (screening and Stabilization), you are not able to travel using non-medical transportation or non-emergency medical transportation to an available Plan Provider located within a reasonable travel distance taking into account your medical condition.

Non-Plan Providers may provide notice and seek your consent to provide Post-Stabilization Care Services or other covered Services. Such Services will not be covered when you do not obtain Prior Authorization as described herein. If you, or your Authorized Representative, consent to the furnishing of Services by non-Plan Providers, then you will be responsible for paying for such Services in the absence of any Prior Authorization. The cost of such Services will not accumulate to your Deductible, if any, or your Out-of-Pocket Maximum costs.

### Filing Claims for Non-Plan Emergency Services

Keep all your receipts for Emergency Services provided by non-Plan Providers and verify that the non-Plan Provider has submitted the claims. All claims must be filed with us within six (6) months of the date of the Service, or as soon as reasonably possible in order to assure payment.

### **Bills for Emergency Services**

If you are balance billed by a Hospital, Independent Freestanding Emergency Department, physician or ancillary provider for Emergency Services that were provided to you, simply mail a copy of the bill to us with your medical record number written on it. Your medical record number can be found on the front of your Kaiser Permanente identification card. Please mail your proof to us within one (1) year at the following address:

Kaiser Permanente National Claims Administration - Mid-Atlantic States PO Box 371860 Denver, CO 80237-9998

For more information on the payment or reimbursement of covered Services and how to file a claim, see *Section 5: Filing Claims, Appeals and Grievances*.

### **Emergency Services HIV Screening Test**

We cover the cost of a voluntary HIV screening test performed on a Member while the Member is receiving Emergency Medical Services, other than HIV screening, at a Hospital emergency room. The test is covered whether or not the HIV screening test is necessary for the treatment of the medical emergency which caused the member to seek Emergency Services.

Covered Services include:

- 1. The costs of administering such a test;
- 2. All laboratory costs to analyze the test; and
- 3. The costs of telling the Member the results of the test; and any applicable follow-up instructions for obtaining health care and supportive Services.

Other than the Cost Share shown in the *Summary of Services and Cost Shares* for Emergency Services, no additional Cost Share will be imposed for these Services

See the benefit-specific limitations immediately below for additional information.

### **Benefit-Specific Limitations:**

- 1. Notification: If you receive care at a hospital emergency room or are admitted to a non-Plan Hospital, you, or someone on your behalf, must notify us as soon as possible, but not later than 48 hours or the next business day, whichever is later, of the emergency room Visit or Hospital admission, unless it was not reasonably possible to notify us. If you are admitted to a Hospital, we will decide whether to make arrangements for necessary continued care where you are, or to transfer you to a facility we designate. Once your emergency condition has been Stabilized, all continuing, and follow-up treatment must be authorized by us. If you do not notify us and obtain authorization for a continued Hospital stay once your condition has Stabilized, we will not cover the inpatient Hospital charges you incur after transfer would have been possible.
- 2. Continuing or Follow-up Treatment: We do not cover continuing or follow-up treatment after Emergency Services unless authorized by the Health Plan. We cover only the out-of-Plan Emergency Services that are required before you could, without medically harmful results, have been moved to a facility we designate either inside or outside of our Service Area or in another Kaiser Foundation Health Plan or allied plan service area.
- **3.** Hospital Observation: Transfer to an observation bed or observation status does not qualify as an admission to a Hospital. Your emergency room Visit copayment, if applicable, will not be waived.

# **Family Planning Services**

We cover the following:

- 1. Women's Preventive Services (WPS), including:
  - a. Patient education and contraceptive method counseling for all women of reproductive capacity;
  - b. Coverage for FDA-approved contraceptive devices, products and services, hormonal contraceptive methods, and the insertion or removal of contraceptive devices, including any Medically Necessary examination associated with the use of contraceptive drugs and devices, products and services; and
  - c. Female sterilization;Note: WPS are preventive care and are covered at no charge;
- 2. Family planning counseling, including pre-abortion and post-abortion counseling; and
- 3. Male sterilization (i.e., vasectomies); and
- 4. Voluntary termination of pregnancy, elective and therapeutic termination of pregnancy as permitted under state law.

**Note:** We cover therapeutic termination of pregnancy as permitted under state law: (1) if the fetus is believed to have an incapacitating chromosomal, metabolic or anatomic defect or deformity that has been certified by a Plan Provider; or (2)when the life of the mother is endangered by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused by or arising from the pregnancy itself; or (3) when the pregnancy is the result of an alleged act of rape or incest.

**Note:** Diagnostic procedures are not covered under this section, refer to *X-ray, Laboratory and Special Procedures* for coverage of diagnostic procedures and other covered Services.

## **Habilitative Services**

We cover Medically Necessary Habilitative Services, including speech therapy, occupational therapy

and physical therapy, for Members with a congenital or genetic birth defect, to enhance their ability to function. Medically Necessary Habilitative Services are those Services designed to help an individual attain or retain the capability to function age-appropriately within his or her environment and shall include Services that enhance functional ability without effecting a cure. Congenital or genetic birth defect means a defect existing at or from birth, including a hereditary defect. The term congenital or genetic birth defect includes:

- 1. Autism or an autism spectrum disorder; and
- 2. Cerebral palsy.

Medical Necessary Services to treat autism and autism spectrum disorders shall include Applied Behavioral Analysis (ABA).

**Note:** Speech therapy includes Services necessary to improve or teach speech, language, or swallowing skills, which results from disease, surgery, injury, congenital anatomical anomaly, or prior medical treatment and will treat communication or swallowing difficulties to correct a speech impairment.

See the benefit-specific limitation and exclusions immediately below for additional information.

### **Benefit-Specific Limitation:**

ABA Services are covered Services only if they are provided by an individual professionally certified by a national board of behavior analysts or performed under the supervision of an individual professionally certified by a national board of behavior analysts.

### **Benefit-Specific Exclusions:**

- 1. Assistive technology Services and devices.
- 2. Services provided through federal, state or local early intervention programs, including school programs.
- 3. Services not preauthorized by Health Plan.
- 4. Services for a Member that has plateaued and is able to demonstrate stability of skills and functioning even when Services are reduced.
- 5. Services not provided by a licensed or certified therapist.

## **Hearing Services**

### **Hearing Exams**

We cover hearing tests to determine the need for hearing correction. Refer to *Preventive Health Care Services* for coverage of newborn hearing screenings.

See the benefit-specific exclusions immediately below for additional information.

### **Benefit-Specific Exclusions:**

- 1. Tests to determine an appropriate hearing aid.
- 2. Hearing aids or tests to determine their efficacy; except as specifically provided in this section, or as provided under a *Hearing Services Rider*, if applicable.

# Home Health Care

We cover the following home health care Services, only if you are substantially confined to your home, and only if a Plan Physician determines that it is feasible to maintain effective supervision and control of your care in your home:

- 1. Skilled nursing care;
- 2. Home health aide Services; and
- 3. Medical social Services.

Home health Services are Medically Necessary health Services that can be safely and effectively

provided in your home by health care personnel and are directed by a Plan Provider. They include visits by registered nurses, practical nurses or home health aides who work under the supervision or direction of a registered nurse or medical doctor.

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

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

Members undergoing a mastectomy or removal of a testicle on an outpatient basis, as well as those who receive less than forty-eight (48) hours of inpatient hospitalization following the surgery, are entitled to the following:

- 1. One (1) home Visit scheduled to occur within twenty-four (24) hours following his or her discharge; and
- 2. One (1) additional home Visit, when prescribed by the patient's attending physician.

See the benefit-specific limitation and exclusions immediately below for additional information.

### **Benefit-Specific Limitation:**

1. Home Health Care Visits shall be limited to two (2) hours per Visit. Intermittent care shall not exceed three (3) Visits in one day. The Visit maximum does not apply to home Visits following mastectomy or testicle removal, or postpartum home Visits.

**Note**: If a Visit lasts longer than two (2) hours, then each two (2)-hour increment counts as a separate Visit. For example, if a nurse comes to your home for three (3) hours and then leaves, that counts as two (2) Visits. Also, each person providing Services counts toward these Visit limits. For example, if a home health aide and a nurse are both at your home during the same two (2) hours that counts as two (2) Visits.

Additional limitations may be stated in the Summary of Services and Cost Shares.

## **Benefit-Specific Exclusions:**

- 1. Custodial care (see the definition under *Exclusions* in this section).
- 2. Routine administration of oral medications, eye drops and/or ointments.
- 3. General maintenance care of colostomy, ileostomy and ureterostomy.
- 4. Medical supplies or dressings applied by a Member or family caregiver.
- 5. Corrective appliances, artificial aids and orthopedic devices.
- 6. Homemaker Services.
- 7. Services not preauthorized by the Health Plan.
- 8. Care that a Plan Provider determines may be appropriately provided in a Plan Facility or Skilled Nursing Facility, and we provide or offer to provide that care in one of these facilities.
- 9. Transportation and delivery Service costs of Durable Medical Equipment, medications, drugs, medical supplies and supplements to the home.

## **Hospice Care Services**

Hospice Care Services are for terminally ill Members. If a Plan Physician diagnoses you with a terminal illness and determines that your life expectancy is six (6) months or less, you can choose Hospice Care Services through home or inpatient care instead of traditional Services otherwise provided for your illness. We cover Hospice Care Services in the home if a Plan Provider determines that it is feasible to maintain effective supervision and control of your care in your home.

We cover Hospice Care Services within our Service Area and only when provided by a Plan Provider.

Hospice Care Services include the following:

- 1. Nursing care;
- 2. Physical, occupational, speech and respiratory therapy;
- 3. Medical social Services;
- 4. Home health aide Services;
- 5. Homemaker Services;
- 6. Medical supplies and appliances;
- 7. Palliative drugs in accord with our drug formulary guidelines;
- 8. Physician care;
- 9. General hospice inpatient Services for acute symptom management including pain management;
- 10. Respite Care that may be limited to five (5) consecutive days for any one inpatient stay up to four (4) times in any contract year;
- 11. Counseling Services for the Member and his Family Members, including dietary counseling for the Member; and bereavement counseling for the Member's Family Members, for a period of one (1) year after the Member's death; and
- 12. Services of hospice volunteers.

### **Definitions:**

- 1. **Family Member** means a relative by blood, marriage or adoption who lives with or regularly participates in the care of the terminally ill Member.
- 2. **Hospice Care** means a coordinated, interdisciplinary program of hospice care Services for meeting the special physical, psychological, spiritual, and social needs of terminally ill individuals and their families, by providing palliative and supportive medical, nursing, and other health Services through home or inpatient care during the illness and bereavement counseling following the death of the Member.
- 3. **Respite Care** means temporary care provided to the terminally ill Member to relieve the Member's Caregiver from the daily care of the Member.
- 4. **Caregiver** means an individual primarily responsible for the day to day care of the Member during the period in which the Member receives Hospice Services.

## **Hospital Inpatient Care**

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

- 1. Room and board (includes bed, meals and special diets), including private room when deemed Medically Necessary;
- 2. Specialized care and critical care units;
- 3. General and special nursing care;
- 4. Operating and recovery room;
- 5. Plan Physicians' and surgeons' Services, including consultation and treatment by Specialists;
- 6. Anesthesia, including Services of an anesthesiologist;
- 7. Medical supplies;
- 8. Chemotherapy and radiation therapy;
- 9. Respiratory therapy; and
- 10. Medical social Services and discharge planning.

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

## **Infertility Services**

We cover the following:

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- 1. Services for diagnosis and treatment of involuntary infertility for females and males; and
- 2. Artificial insemination.

### Notes:

- 1. Involuntary infertility means the inability to conceive after one (1) year of unprotected vaginal intercourse.
- 2. Diagnostic procedures and any covered drugs administered by or under the direct supervision of a Plan Provider are covered under this provision. Refer to the *Outpatient Prescription Drug Rider*, if applicable, for coverage of outpatient infertility drugs.

See the benefit-specific exclusions immediately below for additional information.

### Benefit-Specific Exclusions:

- 1. Any charges associated with freezing, storage and thawing of fertilized eggs (embryos), female Member's eggs and/or male Member's sperm for future attempts.
- 2. With the exception of those seeking artificial insemination, assisted reproductive procedures and any related testing or Service that includes the use of donor sperm, donor eggs or donor embryos.
- 3. Any charges associated with obtaining donor eggs, donor sperm or donor embryos.
- 4. Infertility Services when the member does not meet medical guidelines established by the American Society of Reproductive Medicine and the American Society for Reproductive Endocrinology.
- 5. Services not preauthorized by the Health Plan.
- 6. Services to reverse voluntary, surgically induced infertility.
- 7. Infertility Services when the infertility is the result of an elective male or female surgical procedure.
- 8. Assisted reproductive technologies and procedures, including, but not limited to: in vitro fertilization (IVF); gamete intrafallopian transfers (GIFT); zygote intrafallopian transfers (ZIFT); assisted hatching; and prescription drugs related to such procedures.

# Maternity Services

We cover pre-and post-natal Services, which includes routine and non-routine office visits, telemedicine visits, x-ray, laboratory and specialty tests. The Health Plan covers birthing classes and breastfeeding support, supplies, and counseling from trained providers during pregnancy and/or in the postpartum period.

Services for pre-existing conditions care related to the development of a high-risk condition(s) during pregnancy, and non-routine obstetrical care are covered subject to applicable Cost Share for specialty, diagnostic, and/or treatment Services.

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

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

Up to four (4) days of additional hospitalization for the newborn is covered if you are required to remain hospitalized after childbirth for medical reasons.

Comprehensive lactation (breastfeeding) education and counseling, by trained clinicians during pregnancy and/or postpartum period in conjunction with each birth, Breastfeeding equipment is issued,

per pregnancy. The breast-feeding pump (including any equipment that is required for pump functionality) is covered for six (6) months at no cost sharing to the member.

See the benefit-specific exclusion immediately below for additional information

### **Benefit-Specific Exclusion:**

- 1. Personal and convenience supplies associated with breastfeeding equipment such as pads, bottles, and carrier cases.
- 2. Services for newborn deliveries performed at home

## **Medical Foods**

We cover Medically Necessary foods for the treatment of:

- 1. Inflammatory bowel disease, including Crohn 's disease, ulcerative colitis, and indeterminate colitis;
- 2. Gastroesophageal reflux disease that is non responsive to standard medical therapies;
- 3. Immunoglobulin E-and non-Immunoglobulin E-mediated allergies to food proteins;
- 4. Food protein-induced entcrocolitis syndrome;
- 5. Eosinophilic disorders, including eosinophilic esophagitis, eosinophilic gastroenteritis, eosinophilic colitis, and post-transplant eosinophilic disorders;
- 6. Impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract, including short bowel syndrome and chronic intestinal pseudo-obstruction;
- 7. Malabsorption due to liver or pancreatic disease;
- 8. Inherited metabolic disorders; and
- 9. Any other diseases or conditions as determined by the Mayor through rulemaking.

"Medically Necessary food" means food, including a low-protein modified food product or an amino acid preparation product, a modified fat preparation product, or a nutritional formula that is specially formulated and processed for the partial or exclusive feeding of an individual by means of oral intake or enteral feeding by tube, and intended for dietary management of an individual who, because of therapeutic or chronic medical needs, has limited or impaired capacity to ingest, digest, absorb, or metabolize ordinary foodstuffs or certain nutrients or who has other specially medically determined nutrient requirements, the dietary management of which cannot be achieved by modification of the normal diet alone.

## **Medical Nutrition Therapy and Counseling**

Coverage is provided for unlimited Medically Necessary nutritional counseling and medical nutrition therapy provided by a licensed dietician-nutritionist, Plan Physician, physician assistant or nurse practitioner for an individual at risk due to:

- 1. Nutritional history;
- 2. Current dietary intake;
- 3. Medication use; or
- 4. Chronic illness or condition.

Coverage is also provided for unlimited Medically Necessary nutrition therapy provided by a licensed dietician-nutritionist, working in coordination with a Primary Care Plan Physician, to treat a chronic illness or condition.

## **Morbid Obesity Services**

We cover diagnosis and treatment of morbid obesity, including gastric bypass surgery or other surgical

method, that is:

- 1. Recognized by the NIH as effective for long-term reversal of morbid obesity; and
- 2. Consistent with criteria approved by the NIH.

Morbid obesity is defined as:

- 1. A weight that is at least one-hundred (100) pounds over or twice the ideal weight for a patient's frame, age, height and gender, as specified in the 1983 Metropolitan Life Insurance tables; or
- 2. A Body Mass Index (BMI) that is equal to or greater than thirty-five (35) kilograms per meter squared with a comorbidity or coexisting medical conditions such as hypertension, cardiopulmonary condition, sleep apnea or diabetes; or
- 3. A BMI of forty (40) kilograms per meter squared without such comorbidity.

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

See the benefit-specific exclusion immediately below for additional information.

### **Benefit-Specific Exclusion:**

1. Services not preauthorized by the Health Plan.

## Oral Surgery

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

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

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

- 1. Fractures of the jaw or facial bones;
- 2. Removal of cysts of non-dental origin or tumors, including any associated laboratory fees prior to removal; and
- 3. Surgical correction of malformation of the jaw when the malformation creates significant impairment in the Member's speech and nutrition, and when such impairments are demonstrated through examination and consultation with appropriate Plan Providers.
- 4. Medically Necessary oral restoration after major reconstructive surgery.

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

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

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

## **Temporomandibular Joint Services**

Coverage is provided for:

- 1. Orthognathic surgery, including inpatient and outpatient surgery to correct temporomandibular joint (TMJ) pain dysfunction syndrome and craniomandibular joint services, that are required because of a medical condition or injury that prevents normal function of the joint or bone and is deemed Medically Necessary to attain functional capacity of the affected part; and
- 2. Removable appliances for TMJ repositioning; and

3. Therapeutic injections for TMJ.

The Health Plan provides coverage for cleft lip, cleft palate and ectodermal dysplasia under a separate benefit. Please see *Cleft Lip, Cleft Palate or Both*.

See the benefit-specific exclusions immediately below for additional information.

### **Benefit-Specific Exclusions:**

- 1. Oral surgery Services when the functional aspect is minimal and would not in itself warrant surgery.
- 2. Laboratory fees associated with cysts that are considered dental under our standards.
- 3. Orthodontic Services.
- 4. Dental appliances.

# **Outpatient Care**

We cover the following outpatient care:

- 1. Primary Care Visits for internal medicine, family practice, pediatrics, and routine preventive obstetrics/gynecology (OB/GYN) Services. (Refer to *Preventive Health Care Services* for coverage of preventive care Services);
- 2. Specialty care visits (Refer to *Section 2: How to Get the Care You Need* for information about referrals to Plan Specialists);
- 3. Consultations and immunizations for foreign travel;
- 4. Diagnostic testing for care or treatment of an illness, or to screen for a disease for which you have been determined to be at high risk for contracting, including, but not limited to:
  - a. Diagnostic examinations, including digital rectal exams and prostate antigen (PSA) tests provided in accordance with American Cancer Society guidelines to:
    - i. Persons age 50 or older and
    - ii. Persons age 40 or older who are at high risk for prostate cancer, according to the most recent published guidelines of the American Cancer Society;
  - b. Colorectal cancer screening, specifically screening with an annual fecal occult blood test, flexible sigmoidoscopy or colonoscopy, or in appropriate circumstances radiologic imaging, in accordance with the most recently published recommendations established by the American College of Gastroenterology, in consultation with the American Cancer Society, for the ages, family histories, and frequencies referenced in such recommendations. Your initial screening colonoscopy will be preventive;
  - c. Bone mass measurement for the prevention, diagnosis, and treatment of osteoporosis for a qualified individual when a Plan Provider requires the bone mass measurement. A "qualified individual" means an individual:
    - i. Who is estrogen deficient individual at clinical risk for osteoporosis;
    - With a specific sign suggestive of spinal osteoporosis, including roentgenographic osteopenia or roentgenographic evidence suggestive of collapse, wedging or ballooning of one or more thoracic or lumbar vertebral bodies, who is a candidate for therapeutic intervention or for an extensive diagnostic evaluation for metabolic bone disease;
    - iii. Receiving long-term glucocorticoid (steroid) therapy;
    - iv. With primary hyperparathyroidism; or
    - v. Being monitored to assess the response to or efficacy of an approved osteoporosis drug therapy;
- 5. Outpatient surgery;

- 6. Anesthesia, including Services of an anesthesiologist;
- 7. Chemotherapy and radiation therapy;
- 8. Respiratory therapy;
- 9. Medical social Services;
- 10. House calls when care can best be provided in your home as determined by a Plan Provider;
- 11. After hours urgent care received after the regularly scheduled hours of the Plan Provider or Plan Facility. Refer to *Urgent Care* for covered Services; and
- 12. Equipment, supplies, complex decongestive therapy and outpatient self-management training and education for the treatment of lymphedema, if prescribed by a health care professional legally authorized to prescribe or provide such items under law.

Refer to *Preventive Health Care Services* for coverage of preventive care tests and screening Services.

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

# **Preventive Health Care Services**

In addition to any other preventive benefits described in the group contract or certificate, the Health Plan shall cover the following preventive Services and shall not impose any cost-sharing requirements, such as Deductibles, Copayment amounts, or Coinsurance amounts to any Member receiving any of the following benefits for Services from Plan Providers:

- 1. Evidenced-based items or Services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force, except that the current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention of breast cancer shall be considered the most current other than those issued in or around November 2009. (To see an updated list of the "A" or "B" rated USPSTF Services, visit: www.uspreventiveServicestaskforce.org);
- 2. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved. (Visit the Advisory Committee on Immunization Practices at: http://www.cdc.gov/vaccines/acip/index.html);
- 3. With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration. (Visit HRSA at: http://mchb.hrsa.gov); and
- 4. With respect to women, such additional preventive care and screenings, not described in paragraph 1 above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration (Visit HRSA at http://mchb.hrsa.gov), except for those Services excluded in *Exclusions*.

The Health Plan shall update new recommendations to the preventive benefits listed above at the schedule established by the Secretary of Health and Human Services.

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

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

- 1. Preventive care exams, including:
  - a. Routine physical examinations and health screening tests appropriate to your age and sex;
  - b. Well-woman examinations, including Visits to obtain necessary preventive care, and

preconception care and prenatal care; and

- c. Well childcare examinations;
- Routine and necessary immunizations (travel immunizations are not preventive and are covered under *Outpatient Care*) for children and adults in accordance with Plan guidelines. Childhood immunizations include diphtheria, pertussis, tetanus, polio, hepatitis B, measles, mumps, rubella and other immunizations as may be prescribed by the Commissioner of Health;
- 3. An annual pap smear, including coverage for any FDA-approved gynecologic cytology screening technology;
- 4. Low dose screening mammograms, including 3-D mammograms to determine the presence of breast disease is covered as follows:
  - a. One mammogram for persons age 35 through 39;
  - b. One mammogram biennially for persons age 40 through 49; and
  - c. One mammogram annually for person 50 or older;
- 5. Adjuvant breast cancer screening, including magnetic resonance imaging (MRI), ultrasound, screening, or molecular breast imaging of the breast, if:
  - a. A mammogram demonstrates a Class C or Class D breast density classification; or
  - b. A woman is believed to be at an increased risk for cancer due to family history or prior personal history of breast cancer, positive genetic testing, or other indications of an increased risk for cancer as determined by a woman's physician or advanced practice registered nurse.
- 6. Bone mass measurement to determine risk for osteoporosis;
- 7. Prostate Cancer screening including diagnostic examinations, digital rectal examinations, and prostate antigen (PSA) tests provided to men who are age 40 or older;
- 8. Colorectal cancer screening in accordance with screening guidelines issued by the American Cancer Society including fecal occult blood tests, flexible sigmoidoscopy, and screening colonoscopy;
- 9. Cholesterol test (lipid profile);
- 10. Diabetes screening (fasting blood glucose test);
- 11. Sexually Transmitted Disease (STD) screening and counseling (including chlamydia, gonorrhea, syphilis and Human Papillomavirus (HPV)), subject to the following:
  - a. Annual chlamydia screening is covered for:
    - i. Women under age 20 if they are sexually active; and
    - ii. Women age 20 or older, and men of any age, who have multiple risk factors, which include:
      - a) Prior history of sexually transmitted diseases;
      - b) New or multiple sex partners;
      - c) Inconsistent use of barrier contraceptives; or
      - d) Cervical ectopy;
  - b. Human Papillomavirus (HPV) testing as recommended for cervical cytology screening by the American College of Obstetricians and Gynecologists;
- 12. HIV screening and counseling;
- 13. TB tests;
- 14. Newborn hearing screenings that include follow up audiological examinations, as recommended by a physician or audiologist, and performed by a licensed audiologist to confirm the existence or absence of hearing loss when ordered by a Plan Provider;
- 15. Associated preventive care radiological and lab tests not listed above;
- 16. BRCA counseling and genetic testing is covered at no Cost Share. Any follow up Medically

Necessary treatment is covered at the applicable Cost Share based upon type and place of Service; and

17. CT scan of the Thorax when ordered as a preventive for smokers age 55 to 80 years of age.

Pursuant to <u>IRS Notice 2019-45</u>, coverage is provided for expanded preventive care Services for laboratory tests and screenings without any cost sharing requirements such as Copayments, Coinsurance amounts and Deductibles:

- 1. Retinopathy screening for diabetics
- 2. HbA1C for diabetics
- 3. Low density Lipoprotein laboratory test for people with heart disease
- 4. INR laboratory test for liver failure and bleeding disorders

Note: Refer to *Diabetes Treatment, Equipment and Supplies* for coverage of glucose monitoring equipment.

Note: Refer to Durable Medical Equipment for coverage of peak flow meters.

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

See the benefit-specific limitations immediately below for additional information.

### **Benefit-Specific Limitations:**

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

- 1. Monitoring chronic disease.
- 2. Follow-up Services after you have been diagnosed with a disease.
- 3. Testing and diagnosis for specific diseases for which you have been determined to be at high risk for contracting, based on factors determined by national standards.
- 4. Services provided when you show signs or symptoms of a specific disease or disease process.
- 5. Non-routine gynecological Visits.

# **Prosthetic and Orthotic Devices**

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

## **Internal Prosthetics**

We cover Medically Necessary internal devices implanted during surgery, such as pacemakers, monofocal intraocular lens implants, artificial hips and joints, breast implants (see *Reconstructive Surgery*) and cochlear implants, that are approved by the federal Food and Drug Administration for general use.

## **External Prosthetic & Orthotic Devices**

We cover the following external Prosthetic and Orthotic Devices when prescribed by a Plan Provider:

- 1. External Prosthetic Devices (other than dental) that replace all or part of the function of a permanently inoperative or malfunctioning body part.
- 2. Rigid and semi-rigid external Orthotic Devices that are used for the purpose of supporting a weak or deformed body member, or for restricting or eliminating motion in a diseased or

injured part of the body. Examples of covered Orthotic Devices include, but are not limited to, leg, arm, back and neck braces.

3. Fitting and adjustment of these devices, their repair or replacement (unless due to loss, misuse or theft), and services to determine whether you need a Prosthetic or Orthotic Device.

## Artificial Arms, Legs or Eyes

We cover the following when prescribed by a Plan Provider and your medical condition meets Health Plan's criteria for being Medically Necessary:

- 1. Artificial devices to replace, in whole or in part, a leg, an arm or an eye;
- 2. Components of an artificial device to replace, in whole or in part, a leg, an arm or an eye; and
- 3. Repairs to an artificial device to replace, in whole or in part, a leg, an arm or an eye.

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

We cover ostomy and urological supplies when prescribed by a Plan Provider and your medical condition meets the Health Plan's criteria for medical necessity. Covered equipment and supplies include, but are not limited to:

- 1. Flanges;
- 2. Collection bags;
- 3. Clamps;
- 4. Irrigation devices;
- 5. Sanitizing products;
- 6. Ostomy rings;
- 7. Ostomy belts; and
- 8. Catheters used for drainage of urostomies.

## **Breast Prosthetics and Hair Prosthesis**

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

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

See the benefit-specific limitations and exclusions immediately below for additional information.

## **Benefit-Specific Limitations:**

- 1. Coverage for mastectomy bras is limited to a maximum of four (4) per calendar year.
- 2. Coverage for hair prosthesis is limited to one (1) prosthesis per course of chemotherapy and/or radiation therapy, not to exceed a maximum benefit of \$350 per prosthesis.
- 3. Standard Devices: Coverage is limited to standard devices that adequately meet your medical needs.
- 4. Therapeutic shoes and inserts are covered when deemed Medically Necessary by a Plan Provider.

## **Benefit-Specific Exclusions:**

- 1. Services not preauthorized by Health Plan.
- 2. Internally implanted breast prosthesis for cosmetic purposes.
- 3. Repair or replacement of prosthetic devices due to loss, misuse or theft.
- 4. Microprocessor and robotic-controlled external prosthetics that does not meet the Health Plan criteria as Medically Necessary.
- 5. Multifocal intraocular lens implants.

- 6. More than one piece of equipment or device for the same part of the body, except for replacements, spare devices or alternate use devices.
- Dental prostheses, devices and appliances, except as specifically provided in this section, or the Oral Surgery section, or as provided under an *Adult Dental Plan Rider* or a *Pediatric Dental Plan Rider*, if applicable.
- 8. Hearing aids, except as specifically provided in this section, or as provided under a *Hearing Services Rider*, if applicable.
- 9. Corrective lenses and eyeglasses, except as specifically provided in this section.
- 10. Orthopedic shoes or other supportive devices, unless the shoe is an integral part of a leg brace; or unless indicated above.
- 11. Non-rigid appliances and supplies, including but not limited to: jobst stockings; elastic garments and stockings; and garter belts.
- 12. Comfort, convenience, or luxury equipment or features.

## **Reconstructive Surgery**

We cover reconstructive surgery. This shall include plastic, cosmetic and related procedures required to:

- 1. Correct significant disfigurement resulting from an injury or Medically Necessary surgery,
- 2. Correct a congenital defect, disease or anomaly in order to produce significant improvement in physical function; and
- 3. Treat congenital hemangioma known as port wine stains on the face.

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

See the benefit-specific exclusions immediately below for additional information.

### **Benefit-Specific Exclusions:**

Cosmetic surgery, plastic surgery or other Services, supplies, dermatological preparations and ointments, other than those listed above, that are intended primarily to improve your appearance, are not likely to result in significant improvement in physical function and are not Medically Necessary. Examples of excluded cosmetic dermatology Services are:

- 1. Removal of moles or other benign skin growths for appearance only;
- 2. Chemical peels; and
- 3. Pierced earlobe repairs, except for the repair of an acute bleeding laceration.

# **Routine Foot Care**

Coverage is provided for Medically Necessary routine foot care.

## **Benefit-Specific Exclusion:**

1. Routine foot care Services that are not Medically Necessary.

# **Skilled Nursing Facility Care**

We cover skilled inpatient Services in a licensed Skilled Nursing Facility. The skilled inpatient Services must be those customarily provided by Skilled Nursing Facilities. A prior three (3)-day stay in an acute care hospital is not required.

We cover the following Services:

- 1. Room and board;
- 2. Physician and nursing care;
- 3. Medical social Services;
- 4. Medical and biological supplies; and
- 5. Respiratory therapy.

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

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

See the benefit-specific exclusions immediately below for additional information.

### **Benefit-Specific Exclusions:**

- 1. Custodial care (see the definition under *Exclusions* in this section).
- 2. Domiciliary Care.

## **Telemedicine Services**

We cover telemedicine Services that would otherwise be covered under this Benefits section when provided on a face-to-face basis.

Telemedicine Services means the delivery of healthcare Services through the use of interactive audio, video, or other electronic media used for the purpose of diagnosis, consultation, or treatment. Not all medical services are conducive to telemedicine, as such the provider will make a determination whether the member should instead be seen in a face-to-face medical office setting.

See the benefit-specific exclusion immediately below for additional information.

## **Benefit-Specific Exclusion:**

1. Services delivered through audio-only telephones, electronic mail messages, or facsimile transmissions.

# Therapy and Rehabilitation Services

## Physical, Occupational, and Speech Therapy Services

If, in the judgment of a Plan Physician, significant improvement is achievable within a ninety (90)-day period, we cover physical, occupational and speech therapy that is provided:

- 1. In a Plan Medical Center;
- 2. In a Plan Provider's medical office;
- 3. In a Skilled Nursing Facility or as part of home health care per calendar year per injury, incident or condition;
- 4. Via Video Visits; or
- 5. While confined in Plan Hospital.

Refer to the *Summary of Services and Cost Shares* for Visit limitations for Physical, Occupational, and Speech Therapy Services. The limits do not apply to necessary treatment of cleft lip or cleft palate.

**Note:** Speech therapy includes Services necessary to improve or teach speech, language, or swallowing skills, which results from disease, surgery, injury, congenital anatomical anomaly, or prior medical treatment and will treat communication or swallowing difficulties to correct a speech impairment.

## **Multidisciplinary Rehabilitation Services**

If, in the judgment of a Plan Physician, significant improvement is achievable within a two (2)-month period, we cover multidisciplinary rehabilitation Services in a Plan Hospital, Plan Medical Center, Plan Provider's medical office, or a Skilled Nursing Facility. Coverage is limited to a maximum of two (2) consecutive months of treatment per injury, incident or condition.

Multidisciplinary rehabilitation Service programs mean inpatient or outpatient day programs that incorporate more than one (1) therapy at a time in the rehabilitation treatment.

## **Cardiac Rehabilitation Services**

We cover outpatient cardiac rehabilitation Services that is Medically Necessary following coronary surgery or a myocardial infarction, for up to twelve (12) weeks, or thirty-six (36) sessions, whichever occurs first.

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

## **Pulmonary Rehabilitation Services**

We cover pulmonary rehabilitation Services that are Medically Necessary.

See the benefit-specific limitations and exclusions immediately below for additional information.

## **Benefit-Specific Limitations:**

- 1. Physical therapy is limited to treatment to restore physical function that was lost due to injury or illness. It is not covered to develop physical function, except as provided for under *Habilitative Services* in this *List of Benefits*.
- 2. Occupational therapy is limited to treatment to achieve and maintain improved self-care and other customary activities of daily living.
- 3. The limitations listed above for physical, occupational and speech therapy also apply to those Services when provided within a multidisciplinary program.

## **Benefit-Specific Exclusion:**

1. Long-term rehabilitative therapy.

# Therapy: Radiation, Chemotherapy and Infusion Therapy

Coverage is provided for chemotherapy, radiation and infusion therapy Visits.

We cover Services for infusion therapy, which is treatment by placing therapeutic agents into the vein (including therapeutic nuclear medicine), and parenteral administration of medication and nutrients. Infusion Services also include enteral nutrition, which is the delivery of nutrients by tube into the gastrointestinal tract. These Services include coverage of all medications administered intravenously and/or parentally. Infusion Services may be received at multiple sites of Service, including facilities, professional provider offices and ambulatory infusion centers and from home infusion providers. The Cost Share amount will apply based on the place and type of Service provided.

Coverage is also provided for oral chemotherapy drugs. For additional information on this benefit, see *Drugs, Supplies and Supplements* in this *List of Benefits*.

## Transplants

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

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

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

- 1. Unless otherwise authorized by Medical Group, transplants are covered only in our Service Area.
- 2. If either Medical Group or the referral facility determines that you do not satisfy its respective criteria for transplant, we will pay only for covered Services you receive before that determination was made.
- 3. The Health Plan, Plan Hospitals, Medical Group and Plan Providers are not responsible for finding, furnishing or ensuring the availability of a bone marrow or organ donor.
- 4. We cover reasonable medical and Hospital expenses as long as these expenses are directly related to a covered transplant for a donor, or an individual identified by Medical Group as a potential donor, even if not a Member.

We also provide coverage for Medically Necessary routine dental Services recommended prior to transplant.

See the benefit-specific exclusion immediately below for additional information.

### **Benefit-Specific Exclusion:**

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

## **Urgent Care**

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

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

### **Inside our Service Area**

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

If you require Urgent Care Services, please call your Primary Care Plan Provider as follows:

If your Primary Care Plan Physician is located at a Plan Medical Center, please contact us at 1-800-777-7902 or 711 (TTY).

If your Primary Care Plan Physician is located in our network of Plan Providers, please call their office directly. You will find his or her telephone number on the front of your Kaiser Permanente identification card.

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

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

If you obtain prior approval from the Health Plan, covered benefits include the cost of necessary

ambulance or other special transportation Services medically required to transport you to a Plan Hospital or Plan Medical Center in the Service Area, or in the nearest Kaiser Foundation Health Plan region for continuing or follow-up treatment.

See the benefit-specific limitation and exclusion immediately below for additional information.

### Benefit-Specific Limitation:

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

### **Benefit-Specific Exclusion:**

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

## Vision Services

## **Medical Treatment**

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

### Eye Exams

We cover routine and necessary eye exams, including:

- 1. Routine tests such as eye health and glaucoma tests; and
- 2. Refraction exams to determine the need for vision correction and to provide a prescription for corrective lenses.

## Pediatric Eye Exams

We cover the following for children until the end of the month in which the child turns age 19:

- 1. One (1) routine eye exam per year, including:
  - a. Routine tests such as eye health and glaucoma tests; and
  - b. Refraction exams to determine the need for vision correction and to provide a prescription for corrective lenses.

## Pediatric Lenses and Frames

We cover the following for children, until the end of the month in which the child turns age 19, at no charge:

- 1. One (1) pair of lenses per year;
- 2. One (1) pair of frames per year from a select group of frames;
- 3. Regular contact lenses (in lieu of lenses and frames) for the first regular supply for that contact lens per year; or
- 4. Medically Necessary contact lenses up to two (2) pair per eye per year.

In addition, we cover the following Services:

### **Eyeglass Lenses**

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

### <u>Frames</u>

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

### **Contact Lenses**

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

- 1. Fitting of contact lenses;
- 2. Initial pair of diagnostic lenses (to assure proper fit);
- 3. Insertion and removal of contact lens training; and
- 4. Three (3) months of follow-up Visits.

You will also receive a discount on your initial purchase of contact lenses, if you choose to purchase them at the same time.

**Note:** Additional contact lens Services are available without the discount from any Kaiser Permanente Optical Shop.

See the benefit-specific exclusions immediately below for additional information.

### **Benefit-Specific Exclusions:**

- 1. Industrial and athletic safety frames.
- 2. Eyeglass lenses and contact lenses with no refractive value.
- 3. Sunglasses without corrective lenses unless Medically Necessary.
- 4. Any eye surgery solely for the purpose of correcting refractive defects of the eye, such as near-sightedness (myopia), far-sightedness (hyperopia), and astigmatism (for example: radial keratotomy, photo-refractive keratectomy, and similar procedures).
- 5. Eye exercises.
- 6. Non-corrective contact lenses;
- 7. Contact lens Services other than the initial fitting and purchase of contact lenses as provided in this section.
- 8. Replacement of lost, broken, or damaged lenses frames and contact lenses.
- 9. Plano lenses.
- 10. Lens adornment, such as engraving, faceting or jewelling.
- 11. Non-prescription products, such as eyeglass holders, eyeglass cases and repair kits.
- 12. Orthoptic (eye training) therapy.

## X-Ray, Laboratory and Special Procedures

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

1. Diagnostic imaging; including x-ray, diagnostic mammograms and ultrasounds;

- 2. Laboratory tests, including tests for specific genetic disorders such as preimplantation genetic (PGT), for Monogenic/single gene defects (PGT-M) or inherited structural chromosome rearrangements (PGT-SR) for which genetic counseling is available;
- 3. Special procedures, such as:
  - a. Electrocardiograms and
  - b. Electroencephalograms.
- 4. Sleep lab and sleep studies; and
- 5. Specialty imaging: including CT, MRI, PET Scans, diagnostic Nuclear Medicine studies; and interventional radiology.

Note: Routine screening mammograms are covered, but not under this provision (see *Preventive Health Care Services*)

## **Exclusions**

This provision provides information on what Services the Health Plan will not pay for regardless of whether or not the Service is Medically Necessary.

These exclusions apply to all Services that would otherwise be covered under this Agreement. Benefit-specific exclusions that apply only to a particular Service are noted in the *List of Benefits* in this section.

When a Service is not covered, all Services, drugs, or supplies related to the non-covered Service are excluded from coverage, except services we would otherwise cover to treat serious complications of the non-covered Service.

For example, if you have a non-covered cosmetic surgery, we would not cover Services you receive in preparation for the surgery or for follow-up care. If you later suffer a life-threatening complication, such as serious infection, this exclusion would not apply, and we would cover any Services that we would otherwise cover to treat that complication.

The following Services are excluded from coverage:

- 1. Alternative Medical Services: Chiropractic and acupuncture Services and any other Services of a Chiropractor, Acupuncturist, Naturopath and/or Massage Therapist, unless otherwise covered under a Rider attached to this EOC.
- 2. Certain Exams and Services: Physical examinations and other Services:
  - a. Required for obtaining or maintaining employment or participation in employee programs;
  - b. Required for insurance, licensing, or;
  - c. On court-order or required for parole or probation.
- 3. **Cosmetic Services:** Cosmetic Services, including surgery or related Services and other Services for cosmetic purposes to improve appearance, but not to restore bodily function or correct deformity resulting from disease, trauma, or congenital or developmental anomalies. Examples of cosmetic Services include but are not limited to cosmetic dermatology, cosmetic surgical Services and cosmetic dental Services.
- 4. **Custodial Care:** Custodial care means assistance with activities of daily living (for example: walking, getting in and out of bed, bathing, dressing, feeding, toileting and taking medicine), or care that can be performed safely and effectively by people who, in order to provide the care, do not require medical licenses or certificates or the presence of a supervising licensed nurse.
- 5. Dental Care: Dental care and dental X-rays, including dental appliances, dental implants, orthodontia, shortening of the mandible or maxillae for cosmetic purposes, correction of

malocclusion, and dental Services resulting from medical treatment such as surgery on the jawbone and radiation treatment, unless otherwise covered under a Rider attached to this EOC. This exclusion does not apply to Medically Necessary dental care covered under *Accidental Dental Injury Services*, *Cleft Lip*, *Cleft Palate or Both* or *Oral Surgery* in the *List of Benefits* in this section.

- 6. **Disposable Supplies:** Disposable supplies for home use such as bandages, gauze, tape, antiseptics, dressings, ace-type bandages, and any other supplies, dressings, appliances or devices, not specifically listed as covered in the *List of Benefits* in this section.
- 7. **Durable Medical Equipment:** Except for Services covered under *Durable Medical Equipment* in the *List of Benefits* in this section.
- 8. **Employer or Government Responsibility:** Financial responsibility for Services that an employer or government agency is required by law to provide.
- 9. Experimental or Investigational Services: Except as covered under *Clinical Trials* in the *List* of *Benefits* in this section, a Service is experimental or investigational for your condition if <u>any</u> of the following statements apply to it as of the time the Service is, or will be, provided to you:

a. It cannot be legally marketed in the United States without the approval of the United States Food and Drug Administration (FDA), and such approval has not been granted; or

b. It is the subject of a current new drug or new device application on file with the FDA and FDA approval has not been granted; or

c. It is subject to the approval or review of an Institutional Review Board (IRB) of the treating facility that approves or reviews research concerning the safety, toxicity or efficacy of services; or

d. It is the subject of a written protocol used by the treating facility for research, clinical trials, or other tests or studies to evaluate its safety, effectiveness, toxicity or efficacy, as evidenced in the protocol itself or in the written consent form used by the facility.

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

a. Your medical records;

b. Written protocols or other documents pursuant to which the Service has been or will be provided;

c. Any consent documents you or your representative has executed or will be asked to execute, to receive the Service;

d. Files and records of the IRB or a 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;

e. Published authoritative medical or scientific literature regarding the Service, as applied to your illness or injury; and

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

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

10. **Prohibited Referrals:** Payment of any claim, bill or other demand or request for payment for covered Services determined to be furnished as the result of a referral prohibited by law.

- 11. Services for Members in the Custody of Law Enforcement Officers: Non-Plan Provider Services provided or arranged by criminal justice institutions for Members in the custody of law enforcement officers, unless the Services are covered as Out-of-Plan Emergency Services.
- 12. Travel and Lodging Expenses: Travel and lodging expenses, except that in some situations, if a Plan Physician refers you to a non-Plan Provider outside our Service Area as described under *Getting a Referral* in *Section 2: How to Get the Care You Need*, we may pay certain expenses that we pre-authorize in accord with our travel and lodging guidelines.
- 13. **Vision Services:** Any eye surgery solely for the purpose of correcting refractive defects of the eye, such as myopia, hyperopia or astigmatism (for example: radial keratotomy, photo-refractive keratectomy and similar procedures.
- 14. Worker's Compensation or Employer's Liability: Charges made for the following are not covered by the Health Plan: Any illness or injury related to employment or self-employment including any illness or injury that arises out of (or in the course of) any work for pay or profit, unless no other source of coverage or reimbursement is available to you for the services or supplies. Sources of coverage or reimbursement may include your employer, workers' compensation, or an occupational illness or similar program under local, state or federal law. A source of coverage or reimbursement will be considered available to you even if you waived your right to payment from that source. If you are also covered under a workers' compensation law or similar law and submit proof that you are not covered for a particular illness or injury under such law, that illness or injury will be considered "non-occupational" regardless of cause.

## Limitations

We will make our best efforts to provide or arrange for your health care Services in the event of unusual circumstances that delay or render impractical the provision of Services under this Agreement, for reasons such as:

- 1. A major disaster;
- 2. An epidemic;
- 3. War;
- 4. Riot;
- 5. Civil insurrection;
- 6. Disability of a large share of personnel of a Plan Hospital or Plan Medical Office; and/or
- 7. Complete or partial destruction of facilities.

Note: Pursuant to DC Code § 22 - 1322(a) (b) and (c), Riot means a public disturbance involving an assemblage of 5 or more persons which by tumultuous and violent conduct or the threat thereof creates grave danger of damage or injury to property or persons. An exclusion or limitation for riot shall apply only when a person willfully engages in a riot or willfully incites or urges other persons to engage in a riot.

In the event that we are unable to provide the Services covered under this Agreement, the Health Plan, Kaiser Foundation Hospitals, Medical Group and Kaiser Permanente's Medical Group Plan Physicians shall only be liable for reimbursement of the expenses necessarily incurred by a Member in procuring the Services through other providers, to the extent prescribed by the Commissioner of Insurance.

For personal reasons, some Members may refuse to accept Services recommended by their Plan Physician for a particular condition. If you refuse to accept Services recommended by your Plan Physician, he or she will advise you if there is no other professionally acceptable alternative. You may get a second opinion from another Plan Physician, as described under *Getting a Second Opinion in Section 2: How to Get the Care You Need.* If you still refuse to accept the recommended Services, the Health Plan and Plan

Providers have no further responsibility to provide or cover any alternative treatment you may request for that condition.

# **SECTION 4: Subrogation, Reductions and Coordination of Benefits**

There may be occasions when we will seek reimbursement of the Health Plan's costs of providing care to you, or your benefits are reduced as the result of the existence of other types of health benefit coverage. This section provides information on these types of situations, and what to do when you encounter them.

## **Subrogation**

There may be occasions when we require reimbursement of the Health Plan's costs of providing care to you. This occurs when there is a responsible party for an illness you acquire or injury you receive. This process is called subrogation. For example, if you were involved in a slip-and-fall incident at a store because of a spill, and the store was found liable for associated injuries you receive, they may become responsible for payment of the costs of your care for those associated injuries. For more information, see *When Illness or Injury is Caused by a Third Party* in this section.

## Reductions

In addition, there may be occasions when your benefits are reduced as the result of the existence of other types of health benefit coverage available to you. For example, if you have coverage under your spouse's health plan in addition to this coverage, the costs of care may be divided between the available health benefit plans. For more information, see the *Reductions Under Medicare and TRICARE Benefits* and *Coordination of Benefits* provisions in this section.

The above scenarios are a couple of examples of when:

- 1. We would seek to recover the costs of the care we provided to you; or
- 2. We would reduce the payment of claims.

The remainder of this section will provide you with information on what to do when you encounter these situations.

## When Illness or Injury is Caused by a Third Party

If the Health Plan provides coverage under this Agreement when another party is alleged to be responsible to pay for treatment you receive, we have the right to recover the costs of covered Services provided or arranged by Health Plan under this Agreement. To secure our rights, the Health Plan will have a lien on the proceeds of any judgment you obtain against, or settlement you receive from, a third party for medical expenses for covered Services provided or arranged by Health Plan under this Agreement.

The proceeds of any judgment or settlement that the Member or the Health Plan obtains shall first be applied to satisfy Health Plan's lien, regardless of whether the total amount of recovery is less than the actual losses and damages you incurred. However, you will not have to pay Health Plan more than what you received from or on behalf of the third party for covered Services.

#### Notifying the Health Plan of Claims and/or Legal Action

Within thirty (30) days after submitting or filing a claim or legal action against the third party, you must send written notice of the claim or legal action to us at the following address:

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.

Attention: Patient Financial Services

2101 East Jefferson Street, 4 East

Rockville, Maryland 20852

When notifying us, please include the third party's liability insurance company name, policy and claim numbers, business address and telephone number and, if known, the name of the handler of the claim.

If you are represented by an attorney in relation to the loss for which you have brought legal action against a third party, please ensure that you provide your attorney's name and contact information, including their business address and telephone number. If you change attorneys during the legal process, you are required to inform the Health Plan of your change in representation.

### The Health Plan's Right to Recover Payments

In order for the Health Plan to determine the existence of any rights we may have, and to satisfy those rights, you must complete and send the Health Plan all consents, releases, authorizations, assignments and other documents, including lien forms directing your attorney, the third party and the third party's liability insurer to reimburse the Health Plan directly. You may not take any action that is prejudicial to our rights.

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

The Health Plan's recovery shall be limited to the extent that the Health Plan provided benefits or made payments for benefits as a result of the occurrence that gave rise to the cause of action.

Except for any benefits that would be payable under either Personal Injury Protection coverage; and/or any capitation agreement the Health Plan has with a participating provider:

- 1. If you become ill or injured through the fault of a third party and you collect any money from the third party or their insurance company for medical expenses; or
- 2. When you recover for medical expenses in a cause of action, the Health Plan has the option of becoming subrogated to all claims, causes of action and other rights you may have against a third party or an insurer, government program, medical payments coverage under any premises or homeowners' medical payments coverage or premises or homeowners' insurance coverage, or other source of coverage for monetary damages, compensation or indemnification on account of the injury or illness allegedly caused by the third party:
  - a. The Health Plan will be subrogated for any Service provided by or arranged for as:
    - i. A result of the occurrence that gave rise to the cause of action; or
    - ii. At the time it mails or delivers a written notice of its intent to exercise this option to you or to your attorney, should you be represented by one, as follows:
      - a) Per the Health Plan's fee schedule for Services provided or arranged by the Medical Group; or
      - b) Any actual expenses that were made for Services provided by contracted providers.

When applicable, any amount returned to the Health Plan will be reduced by a pro rata share of the court costs and legal fees incurred by the Member that are applicable to the portion of the settlement returned to the Health Plan.

#### **Medicare**

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

## Workers' Compensation or Employer's Liability

If benefits are paid by the Health Plan and the Health Plan determines you received Workers' Compensation benefits for the same incident, the Health Plan has the right to recover as described under the section "When Illness or Injury is Caused by a Third Party". The Health Plan will exercise its right to recover against you.

The Recovery Rights will be applied even though:

- The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;
- No final determination is made that bodily injury or illness was sustained in the course of or resulted from your employment;
- The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by you or the Workers' Compensation Carrier;
- The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

You hereby agree that, in consideration for the coverage provided by this policy, you will notify the Health Plan of any Workers' Compensation claim you make, and that you agree to reimburse The Health Plan as described above. If benefits are paid under this policy and you or your covered dependent recover from a responsible party by settlement, award or otherwise, the Health Plan has a right to recover from you or your covered dependent an amount equal to the amount The Health Plan paid.

If you have an active worker's compensation claim for injuries sustained while conducting the duties of your occupation, you must send written notice of the claim to us within thirty (30) days at the following address:

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.

Attention: Patient Financial Services

2101 East Jefferson Street, 4 East

Rockville, Maryland 20852

When notifying us, please include the worker's compensation insurance company or third-party administrator (TPA) name, policy and claim numbers, business address and telephone number and, if known, the name of the handler of the claim.

If you are represented by an attorney in relation to the worker's compensation loss for which you have brought legal action against your employer, please ensure that you provide your attorney's name and contact information, including their business address and telephone number. If you change attorneys during the legal process, you are required to inform the Health Plan of your change in representation.

## Health Plan Not Liable for Illness or Injury to Others

Who is eligible for coverage under this Agreement is stated in *Section 1: Introduction to Your Kaiser Permanente Health Plan.* Neither the Health Plan, Plan Hospitals nor the Medical Group provide benefits or health care Services to others due to your liabilities. If you are responsible for illness or injury caused to another person, coverage will not be provided under this Agreement unless they are a covered Member.

## Failure to Notify the Health Plan of Responsible Parties

It is a requirement under this Agreement to notify the Health Plan of any third party who is responsible for an action that causes illness or injury to you.

Failure to notify the Health Plan of your pursuit of claims against a third party due to their negligence is a violation of this Agreement. If a member dually recovers compensation by obtaining benefits from the Health Plan and compensation for the same loss from a responsible third party, the Health Plan reserves the right to directly pursue reimbursement of its expenses from the Member who received the settlement as compensation.

No Member, nor the legal representative they appoint, may take any action that would prejudice or

prevent the Health Plan's right to recover the costs associated with providing care to any Member covered under this Agreement.

## **Pursuit of Payment from Responsible Parties**

The Health Plan may use the services of another company to handle the pursuit of subrogation against a responsible third party. When we use these services, the Health Plan may need to release information that does not require Member consent, including, but not limited to, your name, medical record number, the date of loss, policy and claim numbers (including those of the insurance carrier for a third party), attorney information and copies of bills.

In the event that medical records or other protected information that requires your consent to be released is requested from us, we will notify you to obtain your consent and you must provide such consent in a timely manner.

## **Reductions Under Medicare and TRICARE Benefits**

If you are enrolled in Medicare Part A and/or Part B, your benefits are reduced by any benefits for which you are enrolled and receive under Medicare; except for Members whose Medicare benefits are secondary by law.

TRICARE benefits are secondary by law.

## **Coordination of Benefits**

### **Coordination of Benefits Overview**

Coordination of benefits applies when a Member has health care coverage under more than one (1) health benefit plan. If you or your eligible dependent has coverage under more than one (1) health benefit plan, then you are responsible to inform the Health Plan that the additional coverage exists. When you have other coverage with another health plan or insurance company, we will coordinate benefits with the other coverage.

The Health Plan may need information from you to coordinate your benefits. Any information that we request to help us coordinate your benefits must be provided to us upon request in a timely manner.

#### **Right to Obtain and Release Needed Information**

When information is needed to apply these coordination of benefits rules, the Health Plan will decide the information it needs, and may get that information from, or give it to, any other organization or person. The Health Plan does not need to tell anyone, or obtain consent from any person to do this.

#### **Primary and Secondary Plan Determination**

The health benefit plan that pays first, which is known as the primary plan, is determined by using National Association of Insurance Commissioners Order of Benefits Guidelines. The primary plan provides benefits as it would in the absence of any other coverage.

The plan that pays benefits second, which is known as the secondary plan, coordinates its benefits with the primary plan, and pays the difference between what the primary plan paid, or the value of any benefit or Service provided, but not more than 100 percent of the total Allowable Expenses, and not to exceed the maximum liability of the secondary plan. The secondary plan is never liable for more expenses than it would cover if it had been primary.

#### **Coordination of Benefits Rules**

To coordinate your benefits, you will find the rules under *Order of Benefit Determination Rules* in this section.

The *Order of Benefit Determination Rules* will be used to determine which plan is the primary plan. Any other plans will be secondary plan(s). If the Health Plan is the:

- 1. Primary Plan, it will provide or pay its benefits without considering the other plan(s) benefits.
- 2. Secondary Plan, the benefits or Services provided under this Agreement will be coordinated with the primary plan so the total of benefits paid, or the reasonable cash value of the Services provided, between the primary plan and the secondary plan(s) do not exceed 100 percent of the total Allowable Expense.

### Assistance with Questions about the Coordination of Your Benefits

If you have any questions about coordination of your benefits, please contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

## **Order of Benefit Determination Rules**

The following rules determine the order in which benefits are paid by primary and secondary health benefit plans.

- 1. If another plan does not have a Coordination of Benefits provision, that plan is the primary plan.
- 2. If another plan has a Coordination of Benefits provision, the first of the following rules that apply will determine which plan is the primary plan:

### **Rules for a Non-Dependent and Dependents**

- 1. Subject to #2 (immediately below), a plan that covers a person other than as a Dependent, such as an employee, Member, Subscriber, policyholder, or retiree, is the primary plan and the plan that covers the person as a Dependent is the secondary plan.
- 2. If the person is a Medicare beneficiary, and, as a result of the provisions of Title XVIII of the Social Security Act and implementing regulations, Medicare is:
  - a. Secondary to the plan covering the person as a dependent; and
  - b. Primary to the plan covering the person as other than a dependent:
    - i. Then the order of benefits is reversed so that the plan covering the person as an employee, member, subscriber, policyholder or retiree is the secondary plan and the other plan covering the person as a dependent is the primary plan.

### **Rules for a Dependent Child/Parent**

- 1. Dependent child with parents who are not separated or divorced or whose Domestic Partnership or Legal Partnership is not terminated: When the Health Plan and another plan cover the same child as a Dependent of different persons, called "parents," who are married or are living together, whether or not they have ever been married, then the plan of the parent whose birthday falls earlier in the year is primary to the plan of the parent whose birthday falls later in the year. When both parents have the same birthday, the plan that covered a parent longer is primary this is known as the "Birthday Rule". If the "Birthday Rules" does not apply by the terms of the other plan, then the applicable rule in the other plan will be used to determine the order of benefits.
- 2. Dependent child with separated or divorced parents or whose Domestic Partnership or Legal Partnership is terminated: If two (2) or more Plans cover a person as a dependent child of divorced or separated parents or as a dependent of parents whose Domestic Partnership or Legal Partnership has terminated, benefits for the child are determined in this order:
  - a. First, the Plan of the parent with custody of the child;
  - b. Then, the Plan of the spouse of the parent with custody of the child; and
  - c. Finally, the Plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the Plan obligated to pay or provide the benefits of that parent has actual knowledge of those terms, that Plan is primary. This paragraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the payer has that actual knowledge.

### Active/Inactive Employee Coverage

1. A plan that covers a person as an employee who is neither laid off nor retired (or that employee's dependent) is primary to a plan that covers that person as a laid off or retired employee (or a laid off or retired employee's dependent).

#### Longer/Shorter Length of Coverage

1. If none of the above rules determines the order of benefits, then the plan that has covered a Subscriber longer time is primary to the plan that has covered the Subscriber for a shorter time.

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

When the Health Plan is the primary Plan, coordination of benefits has no effect on the benefits or Services provided under this Agreement. When the Health Plan is a secondary Plan to one or more other plans, its benefits may be coordinated with the primary plan carrier using the guidelines below. This *Coordination of Benefits* provision shall in no way restrict or impede the rendering of Services covered by the Health Plan. At the request of the Member or Parent/Guardian, when applicable, the Health Plan will provide or arrange for covered Services and then seek coordination with a primary Plan.

### **Coordination with the Health Plan's Benefits**

The Health Plan may coordinate benefits payable or recover the reasonable cash value of Services it has provided, when the sum of the benefits that would be payable for:

- 1. Or the reasonable cash value of, the Services provided as Allowable Expenses by the Health Plan in the absence of this *Coordination of Benefits* provision; and
- 2. Allowable Expenses under one (1) or more of the other primary plans covering the Member, in the absence of provisions with a purpose like that of this *Coordination of Benefits* provision, whether or not a claim is made thereunder; exceeds Allowable Expenses in a Claim Determination Period.

In that case, the Health Plan benefits will be coordinated, or the reasonable cash value of any services provided by the Health Plan may be recovered from the primary plan, so that the Health Plan benefits and the benefits payable under the other Plans do not total more than the Allowable Expenses.

#### **Facility of Payment**

If a payment is made or Service provided under another Plan, and it includes an amount that should have been paid for or provided by us, then we may pay that amount to the organization that made that payment.

The amount paid will be treated as if it was a benefit paid by the Health Plan.

#### **Right of Recovery of Payments Made Under Coordination of Benefits**

If the amount of payment by the Health Plan is more than it should have been under this *Coordination of Benefits* provision, or if we provided Services that should have been paid for by the primary plan, then we may recover the excess or the reasonable cash value of such Services, as applicable, from the person who received payment or for whom payment was made, or from an insurance company or other organization.

## **Military Service**

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

## **SECTION 5: Filing Claims, Appeals and Grievances**

This section provides you with information on how to file claims, Appeals and Grievances with the Health Plan and receive support with these processes.

## **Important Definitions**

Please see the *Important Terms You Should Know* section for an explanation of important, capitalized terms used within this section.

## **Questions About Filing Claims, Appeals or Grievances**

If you have questions about how to file a claim, Appeal or Grievance with the Health Plan, please contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

Member Services representatives can also help you submit a request for payment and/or reimbursement for Emergency Services and Urgent Care Services outside of our Service Area.

## Procedure for Making a Claim and Initial Claim Decisions

The Health Plan will review claims that you make for Services or payment, and we may use medical experts to help us review claims and Appeals. You may file a claim or an Appeal on your own behalf or through an Authorized Representative. As used with respect to Pre-Service, Concurrent Care or Post-Service Claims and Appeals related thereto, the term "Member" "you" or "your" shall include an Authorized Representative, as defined above.

If you miss a deadline for filing a claim or Appeal, we may decline to review it. If your health benefits are provided through an "ERISA" covered employer group, you can file a demand for arbitration or civil action under ERISA §502(a)(1)(B), but you must meet any deadlines and exhaust the claims and Appeals procedures as described in this section before you can do so. If you are not sure if your group is an "ERISA" group, you should contact your employer.

We do not charge you for filing claims or Appeals, but you must bear the cost of anyone you hire to represent or help you. You may also contact the Managed Care Ombudsman (contact information is set forth below) to obtain assistance.

### Procedure for Making a Non-Urgent Pre-Service Claim

- 1. Tell Member Services that you want to make a claim for the Health Plan to provide or pay for a Service you have not yet received. Your written or oral request and any related documents you give us constitute your claim. You may write or call us at the address and number listed above.
- 2. We will review your claim, and if we have all the information, we need we will send you a written decision within fifteen (15) days after we receive your claim.

If we tell you we need more time because of circumstances beyond our control, we may take an additional fifteen (15) days to send you our written decision. If we cannot make a decision because we do not have all the information we need, we will ask you for more information within fifteen (15) days of receipt of your claim.

You will have forty-five (45) days to send us the requested information. We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision. We will send you our written decision within fifteen (15) days after receipt of the requested information. If we do not receive any of the requested information (including documents) within forty-five (45) days after our request, we will make a decision based on the information we have and send you a written decision within fifteen (15) days after the end of the

forty-five (45) days.

3. If we deny your claim or if we do not agree to provide or pay for all the Services you requested, we will tell you in writing why we denied your claim, and how you can appeal.

### **Expedited Procedure for an Urgent Medical Condition**

Tell Member Services you want to make an urgent claim for the Health Plan to provide or pay for a Service that you have not yet received. Your written or oral request and any related documents you give us constitute your claim.

If we determine your claim does not involve an Urgent Medical Condition, we may treat your claim as a non-urgent Pre-Service Claim.

We will review your claim and if we have all the information we need we will notify you orally or in writing of our decision, as soon as possible taking into account your medical condition, but no later than twenty-four (24) hours after receiving your claim. If we notified you orally, we will send a written confirmation within three (3) days after that. If we do not have all the information we need, we may ask for more information within twenty-four (24) hours of receipt of your claim. If we do not receive the requested information (including documents) within forty-eight (48) hours after our request, we will make our decision based on the information we have.

We shall notify you by telephone within one (1) working day of making the decision, and shall provide written notice of our decision within three days after that.

If we deny your claim or if we do not agree to provide or pay for all the Services you requested, we will tell you in writing why we denied your claim, and how you can appeal.

When you or your Authorized Representative sends an Appeal, you or your Authorized Representative may also request simultaneous external review of our initial adverse decision. If you or your Authorized Representative wants simultaneous external review, your or your Authorized Representative's Appeal must tell us this. You will be eligible for the simultaneous external review only if your Pre-service appeal qualifies as urgent. If you do not request simultaneous external review in your Appeal, then you or your Authorized Representative may be able to request external review after we make our decision regarding the Appeal. See the *External Appeal Procedures* provision for additional information about filing an external Appeal.

## **Concurrent Care Claims**

Concurrent Care Claims are requests that Health Plan continue to approve an ongoing course of covered treatment to be provided over a period of time or number of treatments, when the course of treatment prescribed will either:

- 1. Expire; or
- 2. Be shortened.

If care is authorized, the notice will identify the number of approved services, the new total of approved services, the date of onset of services and the date of the next scheduled concurrent review of the case.

If we reduce or terminate coverage for an ongoing course of treatment that we already approved, we will notify the Member sufficiently in advance of the reduction or termination to allow the member to Appeal the decision as described below.

### <u>Procedure for Making a Non-Urgent Concurrent Care Claim When Your Course of Treatment</u> <u>Will Expire</u>

1. We will review your claim, and if we have all the information we need we will send you a written decision within fifteen (15) days after we receive your claim.

If we tell you we need more time because of circumstances beyond our control, we may take an additional fifteen (15) days to send you our written decision. If we cannot make a decision because we do not have all the information we need, we will ask you for more information within fifteen (15) days of receipt of your claim.

You will have forty-five (45) days to send us the requested information. We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision. We will send you our written decision within fifteen (15) days after receipt of the requested information. If we do not receive any of the requested information (including documents) within forty-five (45) days after our request, we will make a decision based on the information we have and send you a written decision within fifteen (15) days after the end of the forty-five (45) days.

- 2. If we deny your claim or if we do not agree to provide or pay for all the Services you requested, we will tell you in writing why we denied your claim, and how you can appeal.
- 3. If we deny your claim or if we do not agree to continue approval of all the Services you requested, we will tell you in writing why we denied your claim and how you can appeal.

### <u>Procedure for Making a Concurrent Care Claim When Your Course of Treatment for an Urgent</u> <u>Medical Condition Will Expire</u>

- 1. At least twenty-four (24) hours before the expiration of the Services or before your shortened course of care ends, you should call or write Member Services to notify them that you have an Urgent Medical Condition, or your course of treatment has been terminated early and that you want to continue your course of care. Your written or oral request and any related document you give us constitute your claim. Call or write Member Service at the address and telephone numbers listed above.
- 2. If you filed a request for additional services at least twenty-four (24) hours before the end of an approved course of treatment, you may continue to receive those services during the time your claim is under consideration. If your claim is then denied, you will be financially responsible for the entire cost of those services. Otherwise, if your request for additional services was not timely filed, the Health Plan will decide your request for review within a reasonable period of time appropriate to the circumstances but, in no event, later than thirty (30) calendar days from the date on which the claim was received.
- 3. If we determine your claim does not involve an Urgent Medical Condition, we may treat your claim as non-urgent Concurrent Care Claim.
- 4. We will review your claim and notify you of our decision orally or in writing within twenty-four (24) hours after we receive your claim. If we notify you orally, we will send you a written decision within three (3) days (two (2) business days if an Adverse Decision could result) after that.
- 5. If we deny your claim or if we do not agree to continue approval of all the Services you requested, we will tell you in writing why we denied your claim and how you can appeal.
- 6. When you or your Authorized Representative sends the Appeal, you or your Authorized Representative may also request simultaneous external review of our adverse decision. If you want simultaneous external review, your or your Authorized Representative's Appeal must tell us this. You or your Authorized Representative will be eligible for the simultaneous external review

only if your Concurrent Care Claim qualifies as urgent. If you or your Authorized Representative do not request simultaneous external review in the Appeal, then you or your Authorized Representative may be able to request external review after we make our decision regarding the Appeal. See the *External Appeal Procedures* provision for additional information about filing an external Appeal.

# Filing for Payment or Reimbursement of a Covered Service and Post-Service Claims

Post-service claims are requests for payment for Services you already received, including claims for Emergency Services and Urgent Care Services rendered outside our Service Area. If you have any questions about post-service claims or Appeals, please contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

#### **Procedure for Making a Post-Service Claim**

Claims for Emergency Services or Urgent Care Services rendered outside our Service Area or other Services received from non-Plan Providers should be filed on forms provided by the Health Plan or electronically by visiting kp.org. Paper forms may also be obtained by visiting kp.org or contacting the Member Services Contact Center Monday through Friday between 7:30 a.m. and 9 p.m. at 1-800-777-7902 or 711 (TTY).

If you are unable to access the electronic form (or obtain the paper form), a claim can be submitted by mailing the minimum amount of information we need to process claim:

- Member/Patient Name and Medical/Health Record Number
- The date you received the Services
- Where you received the Services
- The Physician or other health care provider who provided the Services
- Why you think we should pay for the Services
- A copy of the bill, your medical record(s) for these Services, and your receipt if you paid for the Services.

#### **Notice of Claims**

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible.

When you must file a claim for services inside or outside of the Plan's service area, please submit claims to the following address:

Kaiser Permanente National Claims Administration - Mid-Atlantic States Attention: Claims Department P.O. Box 371860 Denver, CO 80237-9998

#### Claim Forms

Upon receipt of a notice of claim, we will furnish to the claimant such forms as are usually furnished by us for filing proofs of loss. If claim forms are not furnished within twenty (20) days after the giving of notice, the claimant shall be deemed to have complied with the requirements of this Agreement as to proof of loss upon submitting, within the time fixed in the contract for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Please note that you are not required to use a claim form to notify us of a claim. When you receive an itemized bill from a hospital, physician, or ancillary provider not contracting with us, you may forward that bill directly to us for processing. Simply indicate the medical record number of the patient on the bill

and submit it directly to us.

### **Proof of Loss**

You must send the completed claim form to us at the address listed on the claim form within one-hundred eighty (180) days, or as soon as reasonably possible after the Services are rendered. Failure to submit such a request within one-hundred eighty (180) days will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

You should attach itemized bills along with receipts if you have paid the bills. Incomplete claim forms will be returned to you. This will delay any payments which may be owed to you. Also, you must complete and submit to us any documents that we may reasonably need for processing your claim or obtaining payment from insurance companies or other payors.

#### **Time of Payment of Claims**

Claims will be paid immediately upon receipt of due written proof of your loss. We will review your claim, and if we have all the information, we need we will immediately send you a written decision concerning your claim within thirty (30) days. If we tell you we need more time because of circumstances beyond our control, we may take an additional fifteen (15) days to send you our written decision. If we tell you we need more time and ask you for more information, you will have forty-five (45) days to provide the requested information. We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision. If we do not receive any of the requested information (including documents) within forty-five (45) days, we will make a decision based on the information we have. We will issue our decision within fifteen (15) days of the deadline for receiving the information.

In the event of loss of life, payment for covered Services will be paid to you, if living, or to the beneficiary. If no beneficiary is living, payment for covered Services will be paid to your estate. If payment for covered Services is payable to your estate, we may pay up to \$1,000.00 to any relative of yours who we find is entitled to it. Any payment made in good faith will fully discharge us to the extent of the payment.

If we deny your claim or if we do not pay for all the Services you requested, our written decision will tell you why we denied your claim and how you can appeal.

#### **Physical Examination and Autopsy**

The Health Plan, at its own expense, shall have the right and opportunity to examine a Member when and as often as it may reasonably require during the pendency of a claim hereunder, and to make an autopsy in the case of death where it is not forbidden by law.

### **Internal Appeal Procedures**

The Appeal procedures are designed by the Health Plan to assure that Member concerns are fairly and properly heard and resolved.

These procedures apply to a request for reconsideration of an Adverse Decision rendered by the Health Plan regarding any aspect of the Health Plan's health care Service.

You or your Authorized Representative may request an informal or formal Appeal by contacting Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

The Health Plan will also process for you or your Authorized Representative, or the prescribing physician (or other prescriber) to request a standard review of a decision that a drug is not covered by the plan.

In addition, you or your Authorized Representative, as applicable, may review (without charge) the

information on which the Health Plan made its decision. You may also send additional information including comments, documents or additional medical records supporting your claim.

Additional information may be sent to:

Kaiser Permanente Attention: Member Relations Nine Piedmont Center 3495 Piedmont Rd NE Atlanta, GA 30305 (404) 909-5001 (FAX)

If the Health Plan had asked for additional information before and you did not provide it, you may still submit the additional information with your Appeal. In addition, you may also provide testimony in writing or by telephone. Written testimony may be sent along with your Appeal to the address listed above. To arrange to give testimony by telephone, you may contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

The Health Plan will add all additional information to your claim file and will review all new information without regard to whether this information was submitted and/or considered in its initial decision.

In addition, prior to the Health Plan rendering its final decision, it will provide you, without charge, any new or additional evidence considered, relied upon or generated by (or at the direction of) the Health Plan in connection with your Appeal.

If during the Health Plan's review of your Appeal, it determines that an adverse decision can be made based on a new or additional rationale, the Health Plan will provide you with this new information prior to issuing its final adverse decision and will explain how you can respond to the information if you choose to do so. The additional information will be provided to you as soon as possible and sufficiently before the deadline to give you a reasonable opportunity to respond to the new information.

Member Service Representatives are available by telephone each day during business hours to describe to Members how Appeals are processed and resolved and to assist the Member with filing an Appeal. The Member Service Representative can be contacted Monday through Friday between 7:30 p.m. to 9 p.m. at 1-800-777-7902, if calling within the local area, or 711 (TTY).

#### **Informal Review**

- 1. **Step 1 Telephone number:** If you do not agree with an Adverse Decision, you may request the opportunity to discuss and review the decision with appropriate clinical staff. When requesting an informal review the Member must include a telephone number where he/she may be contacted to discuss the case.
- Step 2 Sufficient Information: Before accepting a request for an informal review, the Health Plan will determine if it has sufficient information readily available to reach a decision within the required time frame. If additional information is needed, the Health Plan will notify the Member to immediately proceed to initiate a formal Appeal.
- 3. **Step 3 Discussion:** All requests for informal review will be acted upon immediately. The Health Plan may have to contact the Member by telephone to discuss and review the Adverse Decision. When relevant, the Health Plan may arrange for you or your Authorized Representative to discuss the adverse decision with appropriate clinical staff.
- 4. Step 4 Decision: The Health Plan must conclude the informal review as soon as possible, but no later than fourteen (14) business days after the request for an informal review was filed. The Health Plan will provide a written explanation of the review decision to the Member or Member's Representative within five (5) business days from the date of the decision.

In the case of an adverse Appeal Decision, the written explanation shall inform the Member or Member's Representative of the right to request a formal Appeal of the informal review decision.

#### **Formal Appeal**

This procedure applies to decisions regarding non-urgent Pre-Service Claims, urgent Pre-Service Claims and Concurrent Claims as well as for Post-Service Claims.

#### **Initiating a Formal Appeal**

You may initiate a formal Appeal by submitting a written request, including all supporting documentation that relates to the Appeal to:

Kaiser Permanente Member Relations Nine Piedmont Center 3495 Piedmont Rd NE Atlanta, GA 30305 (404) 949-5001 (FAX)

The Appeal must be filed in writing within one-hundred eighty (180) days from the date of receipt of the original denial notice.

If the Appeal is filed after the one-hundred eighty (180) days, the Health Plan will send a letter denying any further review due to lack of timely filing.

Each request for a formal Appeal will be acknowledged by the Health Plan, in writing, within ten (10) business days of receipt.

If the Health Plan does not have sufficient information to complete its internal Appeal process, the acknowledgement letter will:

- 1. Notify the Member that it cannot proceed with reviewing the Appeal unless additional information is provided;
- 2. Specify all additional information required to be filed; and
- 3. Assist in gathering the necessary information without further delay.

#### **Appeal Review**

Each formal Appeal will be reviewed by a health care professional selected by the Health Plan based upon the specific issued presented in the Appeal, and who was not involved in the initial Adverse Decision.

If the review requires medical expertise, the reviewer or panel will include at least one medical reviewer in the same specialty as the matter at issue.

Each medical reviewer shall be a physician or an advanced practice registered nurse or other health care provider possessing a non-restricted license to practice or provide care anywhere in the United States, and have no history of disciplinary action or sanctions pending or taken against them by any governmental or professional regulatory body.

#### **Formal Appeal Decisions**

Each formal Appeal will be concluded as soon as possible after receipt of all necessary documentation by the Health Plan, but not later than thirty (30) calendar days after the date the Appeal was received.

The Health Plan will notify you of its decision verbally or in writing. If the Service is approved, the Health Plan will provide assistance in arranging the authorized Service. If the Service is denied, written notice will be sent to you within three (3) days after a verbal decision has been communicated.

#### **Extension of Review Period**

DC-LG-ALL-SEC5(01-24)

The time frame for concluding our formal Appeal Decision may only be extended by written request to the Member. If the Member does not agree to an extension, the Appeal will move forward to be completed by end of the original time frame. Any agreement to extend the Appeal Decision shall be documented in writing.

#### **Expedited Appeals**

If you are appealing an Adverse Decision that involves an Urgent Medical Condition, you may request an expedited decision by contacting Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY) or faxing the request to (404) 949-5001.

Once an expedited Appeal is initiated, clinical review will determine if the Appeal involves an Urgent Medical Condition. If the Appeal does not meet the criteria for an expedited Appeal, the request will be managed as a formal Appeal, as described above. If such a decision is made, the Health Plan will call the Member within twenty-four (24) hours.

If the request for Appeal meets the criteria for an expedited Appeal, the Appeal will be reviewed by a Plan Physician who is board certified or eligible in the same specialty as the treatment under review, and who is not the individual (or the individual's subordinate) who made the initial adverse decision. If additional information is needed to proceed with the review, you or your Authorized Representative will be contacted by telephone or facsimile.

#### **Expedited Appeal Decisions**

An expedited Appeal will be concluded as soon as possible after receipt of all necessary documentation by the Health Plan, but not later than twenty-four (24) hours after receipt of the request for Appeal. The Health Plan will notify you of its decision immediately by telephone. If the Service is approved, the Health Plan will provide assistance in arranging the authorized Service. If the Service is denied, written notice of its decision will be sent within one (1) business day after that.

#### **Notification of Adverse Appeal Decisions**

If the review results in a denial, the Health Plan will notify you or your Authorized Representative in writing. The notification shall include:

- 1. The specific factual basis for the decision in clear understandable language;
- 2. References to any specific criteria or standards including interpretive guidelines on which the decision was based (including reference to the specific plan provisions on which determination was based);
- 3. A statement that the Member is entitled to receive upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim. If specific criterion was relied upon, either a copy of the criterion or a statement that such criterion will be provided free of charge, upon request. If the determination was based on medical necessity, experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment, applying the terms of the plan to the Member's medical circumstances, or provide a statement that such explanation will be supplied free of charge upon request. In addition, you or your Authorized Representative has the right to request any diagnostic and treatment codes and their meanings that may be the subject of your or your Authorized Representative's claim.
- 4. All pertinent instruction, including the telephone numbers and titles of persons to contact, any forms required to initiate an external review, and applicable time frames to request a formal external review of the decision; and
- 5. A statement of your rights under section 502(a) of ERISA, if applicable.
- 6. If we send you a notice of an adverse decision to an address in a county where a federally mandated threshold language applies, then you or your Authorized Representative may request

translation of that notice into the applicable threshold language. A threshold language applies to a county if at least 10 percent of the population is literate only in the same federally mandated non-English language. You or your Authorized Representative may request translation of the notice by contacting Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

### **External Appeal Procedures**

If you receive an adverse decision on your Appeal, you have a right to seek a formal external review of the decision within four (4) months after the decision.

If you are dissatisfied with the resolution reached through the Health Plan's internal Grievance system regarding medical necessity, you may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

### For Medical Necessity Cases:

Office of the Health Care Ombudsman and Bill of Rights One Judiciary Square 441 4<sup>th</sup> Street N.W., Suite 250 North Washington, D.C. 20001 Phone: 202-724-7491 Toll Free: 1-877-685-6391 General Fax: 202-442-6724 Confidential Fax: 202-478-1397 E-mail: healthcareombudsman@dc.gov Website: healthcareombudsman@dc.gov

If you are dissatisfied with the resolution reached through the Health Plan's internal Grievance system regarding all other grievances, you may contact the Commissioner at the following:

### For Non-Medical Necessity Cases:

Commissioner Department of Insurance, Securities and Banking 1050 First Street, N.E., Suite 801 Washington, D.C. 20002 Phone: 202-727-8000 Fax: 202-354-1085 E-mail: disb@dc.gov

**Note:** A Member shall also have the option to contact the District of Columbia Department of Insurance, Securities and Banking to request an investigation or file a complaint with the Department at any time during the internal claims and appeal process.

You may file an external Appeal with the Commissioner of Insurance at any time, except in the following circumstances:

- 1. The Health Plan failed to comply with any deadline for completion of a formal internal review;
- 2. In the case of an Urgent Medical Condition, if the request demonstrates to the satisfaction of the Director a compelling reason to do so, including a showing that the potential delay in receipt of a Service until after the Member exhausts the internal Grievance process could result in loss of life, serious impairment to a bodily function, serious dysfunction of a bodily organ or the member

remaining seriously mentally ill with symptoms that causes the Member to be a danger to self and others; or

3. The Health Plan failed to make a decision for an Expedited Appeal within twenty-four (24) hours after the Appeal was filed.

# **SECTION 6: Termination of Membership**

This section explains what to do when your location of residence changes and provides you with information on Plan renewal and termination, and transfer of Plan membership.

### **Termination of Membership**

Except as expressly provided in this section, all rights to Services and other benefits hereunder terminate as of the effective date of termination.

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

If you meet the eligibility requirements, described under *Eligibility for This Plan* in *Section 1: Introduction to Your Kaiser Permanente Health Plan*, on the 1<sup>st</sup> day of a month; but later in that month you no longer meet those eligibility requirements then your membership terminates on the last day of that month unless your Group has an agreement with us to terminate at a time other than on the last day of the month. Please check with your Group's benefits administrator to confirm your termination date.

#### **Termination of Group Agreement**

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

### **Termination Due to Change of Residence**

If the Subscriber no longer lives or works within the Health Plan's Service Area, which is defined in the section *Important Terms You Should Know*, we may terminate the membership of the Subscriber and all Dependents in his or her Family Unit by sending notice of termination at least thirty (30) days prior to the termination date.

#### **Termination for Cause**

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

- 1. You knowingly:
  - a. Misrepresent membership status;
  - b. Present an invalid prescription or physician order;
  - c. Misuse (or let someone else misuse) a Member ID card; or
  - d. Commit other types of fraud in connection with your membership;
- 2. You knowingly furnish incorrect or incomplete information to us or fail to notify us of changes in your family status that may affect your eligibility or benefits;
- 3. You no longer live or work within the Health Plan's Service Area; or
- 4. Your behavior with respect to the Health Plan staff or Medical Group providers is:
  - a. Disruptive;
  - b. Unruly;
  - c. Abusive; or
  - d. Uncooperative, to the extent that your continued enrollment under this EOC seriously impairs the Health Plan's ability to furnish Services to you or to other Health Plan members.

#### **Termination for Nonpayment**

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

## **Extension of Benefits**

In those instances when your coverage with us has terminated, we will extend benefits for covered services, subject to Premium payment, in the following instances:

1. If:

- a. You become Totally Disabled while enrolled under this EOC; and
- b. You remain so at the time your coverage ends;

Then we will continue to provide benefits for covered services related to the condition causing the disability.

Coverage will continue for:

- a. One-hundred eighty (180) days from the date of termination; or
- b. Until you no longer qualify as being Totally Disabled; or
- c. Until such time as a succeeding health plan elects to provide coverage to you without limitations;
- 2. If you are a Health Plan-approved inpatient in a Hospital or Skilled Nursing Facility at the time your coverage ends, we will continue to provide benefits for covered Services related to the condition for which you've been admitted.

Coverage will continue for:

- a. One-hundred eighty (180) days from the date of termination; or
- b. Until a determination is made by a Physician that care in the Hospital or Skilled Nursing Facility is no longer medically indicated; or
- c. The admission terminates.

Whichever comes first.

To assist us, if you believe you qualify under this Extension of Benefits provision, you must notify us in writing.

### Limitations to Extension of Benefits

The *Extension of Benefits* provision listed above does not apply to the following:

- 1. Members whose coverage ends because of failure to pay Premium;
- 2. Members whose coverage ends because of fraud or material misrepresentation by the Member; and/or
- 3. When coverage is provided by another health plan and that health plan's coverage:
  - a. Is provided at a cost less than or equal to the cost of the extended benefit available under this EOC; and
  - b. Will not result in an interruption of benefits to the Member.

### **Discontinuation of a Product or All Products**

We may discontinue offering a particular product or all products in a market, as permitted by law. If we discontinue offering in a market the product described in this Agreement, we will give ninety (90) days' prior written notice to the Subscriber. If we discontinue offering all products to groups in a market, we will give one hundred-eighty (180) days' prior written notice to the Subscriber.

# **Continuation of Coverage Under Federal Law**

You or your Dependents may be able to continue your coverage under this EOC for a limited time after you would otherwise lose eligibility. Members are eligible for Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation coverage even if they live in another Kaiser Foundation Health Plan or allied plan service area. Please contact your Group if you want to know whether you or your Dependents are eligible for COBRA coverage, how to elect COBRA coverage, or how much you will have to pay your Group for it.

# Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are called to active duty in the uniformed services, you may be able to continue your coverage under this EOC for a limited time after you would otherwise lose eligibility, if required by the federal USERRA law. Members are not ineligible for USERRA continuation coverage solely because they live in another Kaiser Foundation Health Plan or allied plan service area. You must submit a USERRA election form to your Group within sixty (60) days after your call to active duty. Please contact your Group if you want to know how to elect USERRA coverage or how much you will have to pay your Group for it.

# **Coverage Available Upon Termination**

For information about non-group plans available through us with no waiting period or pre-existing condition limitations, visit our Website at: **www.kp.org** or contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

# **SECTION 7: Other Important Provisions of Your Plan**

This section contains additional special provisions that apply to this EOC.

### **Applications and Statements**

Any applications, forms or statements specified in this Agreement, or that we request in our normal course of business, must be completed by you or your Authorized Representative or Financially Responsible Person, if applicable.

### **Attorney Fees and Expenses**

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

### Contestability

The Health Plan may void this Agreement and/or deny any claim made hereunder on the basis of any statement or representation made by a Subscriber for a period of three (3) years from the effective date of this Agreement. After this three (3)-year period, Health Plan may void this Agreement and/or deny any claim made hereunder only on the basis of a statement that was material to the risk and contained in a written application or in the existence of fraud.

### **Contracts with Plan Providers**

### **Plan Provider Relationship and Compensation**

The relationship between the Health Plan and Plan Providers are those of independent contractors. Plan Providers are paid in various ways, including salary, capitation, per diem rates, case rates, fee for service and incentive payments. If you would like additional information about the way Plan Providers are paid to provide or arrange medical and Hospital Services for Members, please refer to your Provider Directory or contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

#### **<u>Plan Provider Termination</u>**

If our contract with any Plan Provider terminates, for reasons unrelated to fraud, patient abuse, incompetence or loss of licensure status while you are under the care of that Plan Provider, you may continue to see that provider and we will retain financial responsibility for covered Services you receive, in excess of any applicable Cost Sharing for a period not to exceed ninety (90) days from the date we have notified you or your Parent/Guardian or Financially Responsible Person of the Plan Provider's termination.

#### **Primary Care Plan Physician Termination**

If our contract with your Primary Care Plan Physician terminates for reasons unrelated to fraud, patient abuse, incompetence, or loss of licensure status while you are under the care of that Primary Care Plan Physician, you may continue to see that provider and we will retain financial responsibility for covered Services you receive in excess of any applicable Cost Sharing, for a period not to exceed ninety (90) days from the date we have notified you of the Plan Physician's termination, or until you have chosen a new Primary Care Plan Physician, whichever occurs first.

### **Governing Law**

Except as preempted by federal law, this EOC will be covered in accordance with the law of the District of Columbia. Any provision in this policy that is in conflict with the requirements of any federal or state laws that apply to this policy are automatically changed to satisfy the minimum requirements of such laws.

### Legal Action

No legal action may be brought to recover on this Agreement:

- 1. Before the expiration of sixty (60) days after you have provided us with proof of loss in accordance with the terms of this Agreement; or
- 2. After the expiration of three (3) years from the date that proof of loss was required to be provided.

### **Mailed Notices**

Our notices to you will be sent to the most recent address we have on file for the Subscriber. You are responsible for notifying us of any change in address. Subscribers who move should promptly contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

You may mail a change of address notice to the Health Plan by postage prepaid U.S. Mail to:

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.

P.O. Box 6831 2101 East Jefferson Street Rockville, MD 20852-4908

### Notice of Non-Grandfathered Group Plan

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. believes that your Plan is a "non-grand fathered health plan" under the Patient Protection and Affordable Care Act (PPACA).

### **Overpayment Recovery**

We may recover any overpayment we make for Services from:

- 1. Anyone who receives an overpayment; or
- 2. Any person or organization obligated to pay for the Services.

In the event of an overpayment to a Health Care Provider, we may only retroactively deny reimbursement to that Health Care Provider during the six (6)-month period after the date we paid a claim submitted by that Health Care Provider.

### **Privacy Practices**

Kaiser Permanente will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. Your PHI is individually identifiable information about your health, the health care Services you receive, and payment for your health care. You may generally:

- 1. See and receive copies of your PHI;
- 2. Correct or update your PHI; and
- 3. Ask us for an account of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, health research and health care operations purposes, such as measuring the quality of Services. We are sometimes required by law to give PHI to others, such as government agencies or in judicial actions. We will not use or disclose your PHI for any other purpose without written authorization from you or your Authorized Representative, except as described in our *Notice of Privacy Practices*. Giving us authorization is at your discretion.

This is only a brief summary of some of our key privacy practices. Our *Notice of Privacy Practices*, which provides additional information about our privacy practices and your rights regarding your PHI, is available and will be furnished to you upon request. To request a copy, contact Member Services Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

You can also find the notice at your local Plan Facility or online at www.kp.org.

### **Surrogacy Arrangements**

A surrogacy/gestational carrier arrangement is an arrangement between a Member who becomes a surrogate mother/gestational carrier and another person or persons. In a surrogacy arrangement, you agree to become pregnant, then surrender the baby (or babies) to another person or persons who intend to raise the child (or children).

You must pay us charges for Services you receive related to conception, pregnancy, delivery, or postpartum care in connection with a surrogacy arrangement (Surrogacy Health Services). Your obligation to pay us for Surrogacy Health Services is limited to the compensation you are entitled to receive under the surrogacy arrangement.

**Note:** This "Surrogacy Arrangements/Gestational Carrier" section does not affect your obligation to pay your Deductible, Copayment, Coinsurance, or other amounts you are required to pay for these Services. After you surrender a baby (or babies) to the legal parents, you are not obligated to pay charges for any Services that the baby (or babies) receive(s) (the legal parents are financially responsible for any Services that the baby receives).

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

Within thirty (30) days of entering into a surrogacy arrangement, you must send written notice of the arrangement, including all of the following information:

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

You must send this information to:

Kaiser Permanente Attn: Patient Financial Services Surrogacy Coordinator 2101 E. Jefferson St., 4 East Rockville, MD 20852

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

If your estate, parent, guardian, Spouse, trustee or conservator asserts a claim against a third party based on the surrogacy arrangement, your estate, parent, guardian, Spouse or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

# Kaiser Permanente District of Columbia Large Group Agreement and Evidence of Coverage Important Terms You Should Know

This section is alphabetized for your convenience. The terms defined in this section have special meanings. The following terms, when capitalized and used in this Agreement, mean:

### A

Adverse Decision: Any determination by Health Plan that:

- 1. An admission, availability of care, continued stay, or other Service is or is not a covered benefit; or if it is a covered benefit, that such service has been reviewed and does not meet the Health Plan's requirements for medical necessity, appropriateness, health care settings, level of care or effectiveness, and therefore payment is not provided or made by Health Plan, for the service, thereby making the Member responsible in whole, or in part; or
- 2. Cancels or terminates a Member's membership retroactively for a reason other than a failure to pay premiums or contributions toward the cost of coverage.

**Agreement:** The entirety of this EOC document, including all attached appendices, which constitutes the entire contract between a Member and Kaiser Foundation Health Plan of the Mid-Atlantic State, Inc., and which replaces any earlier Agreement that may have been issued to you by us.

**Air Ambulance Service:** Medical transport of a patient by rotary wing air ambulance (as defined in 42 CFR 414.605) or fixed wing air ambulance (as defined in 42 CFR 414.605).

#### Allowable Charges: means:

- 1. <u>Services provided by the Health Plan or Medical Group</u>: The amount in the Health Plan's schedule of Medical Group and the Health Plan charges for Services provided to Members;
- 2. <u>Items obtained at a Plan Pharmacy</u>: For items covered under "Pharmacy Services" and
  - a. Obtained at a pharmacy owned and operated by Health Plan, the amount the pharmacy would charge a Member for the item if a Member's benefit plan did not cover the item. This amount is an estimate of: the cost of acquiring, storing and dispensing drugs, the direct and indirect costs of providing Kaiser Permanente Pharmacy Services to Members, and the pharmacy program's contribution to the net revenue requirements of Health Plan.
  - b. Obtained at a Plan Pharmacy other than a pharmacy owned and operated by Health Plan, the cost of the item calculated on a discounted wholesale price plus a dispensing fee;
- 3. <u>Emergency Services from a Non-Plan Provider (including Post-Stabilization Care that constitutes</u> <u>Emergency Services under federal law): the out-of-network rate.</u>
- 4. For Services received from Plan Providers, the amount the Plan Provider has agreed to accept as payment.
- 5. All other Services: The amount that:
  - a. The provider has contracted or otherwise agreed to accept;
  - b. The provider has negotiated with the Health Plan;
  - c. Health Plan must pay the non-Plan Provider pursuant to state law, when it is applicable, or federal law, including the out-of-network rate, or in the event that neither state or federal law prohibiting balance billing apply, then the amount agreed to by the provider and Us;
  - d. The fee schedule, that providers have agreed to accept as determining payment for Services, states; or
  - e. Health Plan pays for those Services.

Allowable Expense: A health care Service or expense, including Deductibles, Copayments or Coinsurance, that is covered in full or in part by any of the Plans covering the Member. This means that

an expense or health care Service or a portion of an expense or health care Service that is not covered by any of the Plans is not an Allowable Expense. For example, if a Member is confined in a private hospital room, the difference between the cost of a semi-private room in the hospital and the private room usually is not an Allowable Expense. Allowable Expense does not include coverage for dental care except as provided under *Accidental Dental Injury Services* in *Section 3: Benefits, Exclusions and Limitations*.

Ancillary Service: Services that are:

- Items and services related to emergency medicine, anesthesiology, pathology, radiology and neonatology, whether provided by a physician or non-physician practitioner.
- Items and services provided by assistant surgeons, hospitalists, and intensivists
- Diagnostic services, including radiology and laboratory services
- Items and services provided by a nonparticipating provider if there is no participating provider who can furnish such item or service at such facility
- Items or services furnished as a result of unforeseen, urgent medical needs that arise at the time an item or service is furnished, regardless of whether the non-Plan Provider satisfies the notice and consent requirements under federal law.

**Applied Behavioral Analysis (ABA):** The design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior; including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

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

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

Authorized Representative: An individual authorized by the Member in writing or otherwise authorized by state law to act on the Member's behalf to file claims and to submit Appeals. Authorized Representative shall also include a Health Care Provider acting on behalf of a Member with the Member's express written consent, or without the Member's express consent in an Emergency situation. With respect to claims and appeals, the term "Member" or "you", or "your" shall include an Authorized Representative.

### С

Claim Determination Period: A calendar year. However, it does not include any part of a year during which a person has no Health Plan coverage, or any part of a year before the date the *Coordination of Benefits* provision in *Section 4: Subrogation, Reductions and Coordination of Benefits* or a similar provision takes effect.

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

**Concurrent Care Claim:** A request that Health Plan continue to approve an ongoing course of covered treatment to be provided over a period of time or number of treatments, when either the course of treatment prescribed will:

- 1. Expire, or
- 2. Be shortened.

Continuing Care Patient is a Member who, with respect to a provider or facility:

- 1. Is undergoing a course of treatment for a Serious and Complex Condition from the provider or facility;
- 2. Is undergoing a course of institutional or inpatient care from the provider or facility;
- 3. Is scheduled to undergo non-elective surgery from the provider, including receipt of postoperative care from such provider or facility with respect to such a surgery;
- 4. Is pregnant and undergoing a course of treatment for the pregnancy from the provider or facility; or

Is or was determined to be terminally ill, as determined under section 1861(dd)(3)(A) of the Social Security Act, and is receiving treatment for such illness from such provider or facility.

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

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

### D

**Dependent:** A Member whose relationship to a Subscriber is the basis for membership eligibility and who meets the eligibility requirements as a Dependent (for Dependent eligibility requirements see *Eligibility for This Plan in Section 1: Introduction to your Kaiser Permanente Health Plan.*)

**Diabetes Device:** A legend device or non-legend device used to cure, diagnose, mitigate, prevent or treat diabetes or low blood sugar. This includes a blood glucose test strip, glucometer, continuous glucometer, lancet, lancing device, or insulin syringe.

**Diabetic Ketoacidosis Device:** A device that is a legend or non-legend device and used to screen for or prevent diabetic ketoacidosis. The term includes diabetic ketoacidosis devices prescribed and dispensed once during a policy year.

### E

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

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

**Emergency Services:** with respect to an Emergency Medical Condition, means:

- 1. An appropriate medical screening examination (as required federal Emergency Medical Treatment and Active Labor Act (section 1867 of the Social Security Act) ("EMTALA")) that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including Ancillary Services routinely available to the emergency department, to evaluate such Emergency Medical Condition;
- 2. Within the capabilities of the staff and facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment required under EMTALA (or would be required under EMTALA if EMTALA applied to an Independent Freestanding Emergency Department) to Stabilize the patient (regardless of the department of the hospital in which such further examination or treatment is furnished); and
- 3. Except as further described in this paragraph 3, covered Services (also referred to as Post-Stabilization Care) that are furnished by a Non-Plan Provider after you are Stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the Visit in which the Emergency Services are furnished:
  - a. When, under applicable federal law, the covered Services described in this paragraph 3 are not included as Emergency Services if all of the following conditions are met:
    - i. The attending emergency physician or Treating Provider determines that the Member is able to travel using nonmedical transportation or nonemergency medical transportation to an available Plan Hospital or Plan Facility located within a reasonable travel distance, taking into account the Member's medical condition;
    - ii. The provider or facility furnishing such additional covered Services satisfies the notice and consent requirements set forth in federal regulation (45 C.F.R § 149.420(c) through (g)) with respect to such covered Services, provided that the written notice additionally (1) identifies Plan Providers to whom you can be referred when a non-Plan Provider proposes to furnish covered Services at a Plan Hospital or Plan Facility when a non-Plan Provider proposes to provide such covered Services and (2) includes a good faith estimate of the charges for covered Services to be furnished at a non-Plan Hospital or non-Plan Facility by non-Plan Providers during the Visit; and
    - iii. The Member, or an Authorized Representative of such Member, is in a condition to receive the information in the consent as described in this paragraph 3, as determined by the attending emergency physician or Treating Provider using appropriate medical judgment, and to provide informed consent in accordance with applicable State law.

**Essential Health Benefits:** has the meaning found in section 1302(b) of the Patient Protection and Affordable Care Act and as further defined by the Secretary of the United States Department of Health and Human Services and includes 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.

### F

Family Coverage: Any coverage other than Self-Only Coverage.

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

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

### Η

**Habilitative Services:** Services designed to help an individual attain or retain the capability to function age-appropriately within his or her environment, and shall include Services that enhance functional ability without effecting a cure.

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

**Hospice Care Services:** A coordinated, inter-disciplinary program of Hospice Care Services for meeting the special physical, psychological, spiritual and social needs of terminally ill individuals and their families, by providing palliative and supportive medical, nursing and other health Services through home or inpatient care during the illness and bereavement to:

- 1. Individuals who have no reasonable prospect of cure as estimated by a physician; and
- 2. Family Members and Caregivers of those individuals.

### I

**Independent Freestanding Emergency Department:** A Health Care Facility that is geographically separate and distinct and licensed separately from a Hospital under applicable State law and provides any Emergency Services.

### K

Kaiser Permanente: Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., Mid-Atlantic Permanente Medical Group, P.C. and Kaiser Foundation Hospitals.

### Μ

Medical Group: The Mid-Atlantic Permanente Medical Group, P.C.

Medically Necessary: Medically Necessary means that the Service is all of the following:

- 1. Medically required to prevent, diagnose or treat your condition or clinical symptoms;
- 2. In accordance with generally accepted standards of medical practice;
- 3. Not solely for the convenience of you, your family and /or your provider; and
- 4. The most appropriate level of Service which can safely be provided to you. The fact that a physician may prescribe, authorize, or direct a Service does not of itself make it Medically Necessary or covered by the Group policy. For purposes of this definition, "generally accepted standards of medical practice" means:
  - a. Standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community;
  - b. Physician specialty society recommendations;
  - c. The view of physicians practicing in the Kaiser Permanente Medical Care Program; and/or

d. Any other relevant factors reasonably determined by us. Unless otherwise required by law, we decide if a Service (described in *Section 3: Benefits, Exclusions and Limitations*) is Medically Necessary and our decision is final and conclusive subject to your right to appeal as set forth in *Section 5: Filing Claims, Appeals and Grievances*.

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

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

### N

# Non-Physician Specialist: A health care provider who:

- 1. Is not a physician;
- 2. Is licensed or certified under the Health Occupations Article; and
- 3. Is certified or trained to treat or provide Health Care Services for a specified condition or disease in a manner that is within the scope of the license or certification of the Health Care Provider.

### 0

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

**Out-of-Pocket Maximum:** The maximum amount of Deductibles, Copayments and Coinsurance that an individual or family is obligated to pay for covered Services per calendar year.

### Р

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

#### Plan: Kaiser Permanente.

**Plan:** (For use in relation to Coordination of Benefits provisions only, which are located in *Section 4: Subrogation, Reductions and Coordination of Benefits*): Any of the following that provides benefits or services for, or because of, medical care or treatment: Individual or group insurance or group-type coverage, whether insured or uninsured. This includes prepaid group practice or individual practice coverage. "Plan" does not include an individually underwritten and issued, guaranteed renewable, specified disease policy or intensive care policy, that does not provide benefits on an expense-incurred basis. "Plan" also does not include the medical benefits under an automobile policy, including benefits for personal injury protection. "Plan" also does not include:

- 1. Accident only coverage;
- 2. Hospital indemnity coverage benefits or other fixed indemnity coverage;
- 3. Specified disease or specified accident coverage;
- 4. Limited benefit health coverage;
- 5. School accident-type coverages that cover students for accidents only, including athletic injuries, either on a twenty-four (24)-hour basis or on a "to and from school" basis;
- 6. Benefits provided in long-term insurance policies for non-medical services, for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care and custodial care or for contracts that pay a fixed daily benefit without regard to expenses incurred or the receipt of services;
- 7. Personal injury protection under a motor vehicle insurance policy;

- 8. Medicare supplement policies;
- 9. A state plan under Medicaid; or
- 10. A governmental plan, which, by law, provides benefits that are in excess of those of any private insurance plan or other non-governmental plan.

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

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

**Plan Medical Center:** Medical office and specialty care facilities such as imaging centers operated by us in which Medical Group and other health care providers including non-physician specialists employed by us provide primary care, specialty care, and ancillary care Services to Members.

Plan Pharmacy: Any pharmacy that:

- 1. Is located at a Plan Medical Office; or
- 2. Contracts, directly or indirectly, to provide Services to Members, and is included in the Signature care delivery system

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

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

**Post-Service Claim**: A request for payment for Services you have already received, including but not limited to, claims for Out-of-Plan emergency services.

**Post Stabilization Care:** Medically Necessary Services related to Your Emergency Medical Condition that You receive after Your attending emergency physician or Treating Provider determines that Your Emergency Medical Condition is Stabilized.

**Pre-Service Claim:** A request that the Health Plan provide or pay for a Service for which coverage is conditioned on Health Plan approving payment for the Service before you receive that Service.

Primary Care: Services rendered by a Health Care Practitioner in the following disciplines:

- 1. General internal medicine;
- 2. Family practice medicine;
- 3. Pediatrics; or
- 4. Obstetrics/gynecology (OB/GYN).

**Prior Authorization:** Our determination that a proposed Service is covered and Medically Necessary pursuant to Our Quality Resource Management Program in advance of Your receipt of the Service.

Premium: Periodic membership charges paid by Group.

Prosthetic Device: An artificial substitute for a missing body part used for functional reasons.

R

**Respite Care:** Temporary care provided to the terminally ill Member to relieve the Member's Caregiver from the daily care of the Member.

### S

Self-Only Coverage: Coverage for a Subscriber only, with no Dependents covered under this plan.

**Serious or Complex Condition:** In the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm or, in the case of a chronic illness or condition, a condition that is life-threatening, degenerative, potentially disabling, or congenital, and requires specialized medical care over a prolonged period of time.

Service(s): A health care item or service that is covered under this Agreement and Medically Necessary to prevent, diagnose, or treat a medical condition.

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

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

**Specialist:** A licensed health care professional that includes physicians and non-physicians who is trained to treat or provide health care Services for a specified condition or disease in a manner that is within the scope of their license or certification. Specialist physicians shall be board-eligible or board-certified.

**Spouse:** A person of the same or opposite sex who is legally married to the insured under the laws of the state or jurisdiction in which the marriage took place.

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

Subscriber: A Member who is eligible for membership on his or her own behalf and not by virtue of Dependent status and who meets the eligibility requirements as a Subscriber. For Subscriber eligibility requirements, see the *Eligibility for This Plan* provision in *Section 1: Introduction to your Kaiser Permanente Health Plan*.

### Т

### **Totally Disabled:**

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

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

**Treating Provider:** A physician or other health care provider who has evaluated the Member's Emergency Medical Condition.

U

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

**Urgent Medical Condition:** As used in *Section 5: Filing Claims, Appeals and Grievances*, a medical condition for which care has not been rendered, and which if not treated within twenty-four (24) hours:

- 1. Could reasonably be expected to result in:
  - a. Placing your life or health in serious jeopardy;
  - b. Serious impairment to bodily function; or
  - c. Serious dysfunction of any bodily organ or part; or
- 2. Would, in the opinion of a physician with knowledge of your medical condition, subject the Member to severe pain that cannot be adequately managed without the Services which are the subject of the claim.

V

**Visit:** The instance of going to or staying at a health care facility, and, with respect to Services furnished to a Member at a Health Care Facility, includes, in addition to Services furnished by a provider at the health care facility, equipment and devices, telemedicine Services, imaging Services, laboratory Services, and preoperative and postoperative Services, regardless of whether the provider furnishing such Services is at the health care facility.

# Kaiser Permanente District of Columbia Large Group Agreement and Evidence of Coverage Summary of Services and Cost Shares

This summary does not describe benefits. For the description of a benefit, including any limitations or exclusions, please refer to the identical heading in *Section 3: Benefits, Exclusions and Limitations*. Note: Additional benefits may also be covered under Riders attached to this EOC, and which follow this Summary of Services and Cost Shares.

#### **DEPENDENT AGE LIMIT**

Eligible Dependent children are covered from birth to age 26, as defined by your Group and approved by Health Plan.

#### MEMBER COST-SHARE

Your Cost Share is the amount of the Allowable Charge for a covered Service that you must pay through Copayments and Coinsurance. The Cost Share, if any, is listed for each Service in this "Summary of Services and Cost Shares." Allowable Charge is defined under *Important Terms You Should Know*.

In addition to the monthly premium, you may be required to pay a Cost Share for some Services. You are responsible for payment of all Cost Shares. Copayments are due at the time you receive a Service. You will be billed for any Copayments and Coinsurance you owe. Failure to pay your Cost Shares may result in termination of your Membership (refer to *Section 6: Termination of Membership*).

Copayments and Coinsurance		
Covered Service	You Pay	
Outpatient Care Office visits (for other than preventive health care Services) Primary care office visits		
For adults	\$10 per visit	
For children under 5 years of age	No Charge	
For children 5 years of age or older	\$10 per visit	
Specialty care office visits	\$10 per visit	
Consultations and immunizations for foreign travel	\$10 per visit	
<ul><li>Outpatient surgery</li><li>Outpatient surgery facility fee</li></ul>	\$10 per visit	
Outpatient surgery physician Services	No charge	
Anesthesia	No charge	
Respiratory therapy	\$10 per visit	
House calls	No charge	
Hospital Inpatient Care All charges incurred during a covered stay as an inpatient in a hospital	\$100 per admission	
Accidental Dental Injury Services	Applicable Cost Shares will apply based on type and place of Service	
Dental Service Office Visit	\$10 per visit	

#### **Copayments and Coinsurance Covered Service** You Pay Applicable Cost Shares will apply based on type All Other Services and place of Service **Allergy Services** Evaluations and treatment Applicable Cost Shares will apply based on type and place of Service Applicable Cost Shares will apply based on type Serum Injections (without a provider visit) and place of Service, not to exceed the cost of the serum plus administration **Ambulance Services** Ambulance (Emergency transport by a licensed ambulance No charge Service, per encounter) Ambulette (Non-emergent transportation Services ordered by No charge a Plan Provider) **Anesthesia for Dental Services** No charge Anesthesia and associated hospital or ambulatory Services for certain individuals only **Blood, Blood Products and Their Administration** No charge **Chemical Dependency and Mental Health Services** Inpatient treatment in a hospital or residential treatment \$100 per admission center Partial hospitalization \$10 per visit Outpatient office visits \$10 per visit Individual therapy \$5 per visit Group therapy Intensive Outpatient Treatment \$10 per visit \$10 per visit Medication management visits • All other outpatient Services \$10 per visit Crisis intervention \$10 per visit Electroconvulsive Therapy (ECT) \$10 per visit Psychological and neuropsychological testing (for • diagnostic purposes) Cleft Lip, Cleft Palate or Both Applicable Cost Shares will apply based on type and place of Service **Clinical Trials** Applicable Cost Shares will apply based on type and place of Service

# Kaiser Permanente District of Columbia Large Group Agreement and Evidence of Coverage

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.

Copayments and C Covered Service	You Pay
Diabetic Equipment, Supplies and Self-Management	
Training	
Diabetic equipment and supplies	No charge
Self-management training	Applicable Cost Shares will apply based on type and place of Service
Dialysis	Applicable inpatient Cost Shares will apply
Inpatient care	Applicable inpatient Cost Shares will apply
Outpatient Care	\$10 per visit
<b>Drugs, Supplies and Supplements</b> Administered by or under the supervision of a Plan Provider	Applicable Cost Shares will apply based on type and place of Service
Durable Medical Equipment (DME) - Outpatient	
Outpatient Basic Durable Medical Equipment	20% of AC*
<ul> <li>Outpatient Supplemental Durable Medical Equipment</li> <li>Oxygen and Equipment</li> </ul>	20% of AC*
Positive Airway Pressure Equipment	20% of AC*
• Apnea Monitors (Not to exceed a period of 6 months)	20% of AC*
Asthma Equipment	20% of AC*
• Peak-flow meters	20% of AC*
• Home UV Light Box	No charge
• Bilirubin Lights (Not to exceed a period of 6 months)	20% of AC*
Emergency Services	
<ul><li>Emergency Room Visits</li><li>Inside the Service Area</li></ul>	\$25 per visit; Copayment waived if immediately admitted
• Outside of the Service Area	\$25 per visit; Copayment waived if immediately admitted
Transfer to an observation bed or observation status does not qualify as an admission to a hospital and your emergency room visit copayment will not be waived.	
Emergency Services HIV Screening Test	No charge
<b>Note:</b> Your Cost Share will be the same Deductible, Copayment, or Coinsurance, as applicable, for Emergency Services provided by Plan Providers and non-Plan Providers. Calculation of the Cost Share will be in accordance with the requirements of state law or, in the event that state law is inapplicable, then federal law.	

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.

Copayments and Coinsurance			
Covered Service	You Pay		
<b>Family Planning Services</b> Women's Preventive Services, including all Food and Drug Administration approved contraceptive methods, sterilization procedures, and patient education and counseling for women with reproductive capacity are covered under Preventive Care at no charge.			
Office visits	\$10 per visit		
Voluntary termination of pregnancy	No charge		
Male sterilization (i.e., vasectomies)	Applicable Cost Shares will apply based on type and place of Service		
Habilitative Services			
Applied Behavioral Analysis (ABA)	\$10 per visit		
Physical, Occupational or Speech Therapy	\$10 per visit		
Hearing Services Hearing tests (newborn hearing screening tests are covered under preventive health care Services at no charge)	Applicable Cost Shares will apply based on type and place of Service		
Home Health Care	No charge		
Hospice Care Services	No charge		
<b>Infertility Services</b> <b>Note:</b> In Vitro Fertilization (IVF) is not covered under this Infertility Services benefit without the purchase of the Extended Infertility Services Rider.			
Office visits	50% of AC*		
Inpatient Hospital Care	50% of AC*		
All other Services for treatment of infertility	50% of AC*		
Maternity Services			
	\$100 per admission		
Maternity Services Inpatient and Birthing Center Delivery and all inpatient			
Maternity Services Inpatient and Birthing Center Delivery and all inpatient Services	\$100 per admission Applicable Cost Shares will apply based on type		
Maternity Services Inpatient and Birthing Center Delivery and all inpatient Services Outpatient delivery and all Services	\$100 per admission Applicable Cost Shares will apply based on type and place of Service.		
Maternity Services Inpatient and Birthing Center Delivery and all inpatient Services Outpatient delivery and all Services Prenatal care and the first post-natal visit	\$100 per admission Applicable Cost Shares will apply based on type and place of Service. No charge		

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Covered Service	You Pay
Reconstructive Surgery	Applicable Cost Shares will apply based on type and place of Service
Skilled Nursing Facility Care	\$100 per admission
Limited to a maximum benefit of 100 days per calendar year	
Telemedicine Services	No charge
Therapy and Rehabilitation Services	
Inpatient Services	Applicable inpatient Cost Shares will apply
<ul> <li>Outpatient Services</li> <li>Physical Therapy; 30 visits per calendar year per injury/incident/condition</li> </ul>	\$10 per visit
• Speech Therapy; 30 visits per calendar year per injury/incident/condition	\$10 per visit
• Occupational Therapy; 30 visits per calendar year per injury/incident/condition	\$10 per visit
Cardiac Rehabilitation	\$10 per visit
Multidisciplinary Rehabilitation	\$10 per visit
<b>Note:</b> All Services received in one day for multidisciplinary rehabilitation Services at a day treatment program will be considered one visit.	
Therapy: Radiation/Chemotherapy/Infusion Therapy	
Chemotherapy and Radiation Therapy	\$10 per visit
Infusion Therapy	Applicable Cost Shares will apply based on place and type of Service
Transplants	Applicable Cost Shares will apply based on place and type of Service
<ul> <li>Pre-transplant dental Services</li> <li>Dental Services Office Visit</li> </ul>	\$10 per visit
All other related Services	Applicable Cost Shares will apply based on place and type of Service
<b>Urgent Care</b> Office visit during regular office hours	Applicable Cost Shares will apply based on type and place of Service
After-Hours Urgent Care or Urgent Care Center	\$10 per visit
Vision Services Adult Vision (for adults age 19 or older)	
Routine eye exams/refractions - Optometry Services	\$10 per visit

Copayments and Co Covered Service	You Pay	
Eye Care (Medical Treatment) - Ophthalmology Services	\$10 per visit	
Eyeglass lenses and frames	You receive a \$75 discount off retail price** for eyeglass lenses and for eyeglass frames, combined, in lieu of the discount on contact lenses once per calendar year.	
Contact lenses	You receive a \$25 discount off retail price**on initial pair of contact lenses, in lieu of the discount on glasses, once per calendar year.	
<b>Note:</b> A child may select any pair of glasses in lieu of, or in addition to, the eyeglasses or contact lenses available at no charge under Vision Services for children below and receive the discount at any Plan Vision Center.		
Pediatric Vision (for children under age 19) Note: A child is covered until the end of the month in which the child attains age 19.		
Routine eye exams/refractions - Optometry Services	\$10 per visit	
Eye Care (Medical Treatment) - Ophthalmology Services	\$10 per visit	
Eyeglass lenses and frames (Limited to one pair of lenses and frames per calendar year from a select group. Lenses limited to single vision or bifocal lenses (ST28) in polycarbonate or plastic. Glasses not available if contacts are substituted for glasses.)	No charge for one pair per calendar year	
Contact lenses (Includes fitting fee and initial supply (based on standard packaging for type purchased) from a select group. Regular contacts may be substituted for pediatric lenses/frames once per calendar year.)	No charge for initial fit and first purchase per calendar year	
Medically necessary contact lenses (Limited to a select group)	No charge	
Low Vision Aids (Unlimited from available supply)	No charge	
X-ray, Laboratory and Special Procedures		
Inpatient diagnostic imaging, interventional diagnostic tests, laboratory tests, specialty imaging and special procedures	Applicable inpatient Cost Share will apply	
Outpatient diagnostic imaging	No charge	
Outpatient laboratory tests	No charge	
Outpatient specialty imaging (including CT, MRI, PET Scans, and diagnostic Nuclear Medicine); Interventional Radiology and special procedures	No charge	
Sleep lab	No charge	

Copayments and Coinsurance			
	Covered Service	You Pay	
Sleep studies		\$10 per visit	

Note: Charges for covered outpatient diagnostic and

laboratory tests performed in a Plan Physician's office are

included in the office visit Copayment.

\*Allowable Charge (AC) is defined under *Important Terms You Should Know*.

\*\*"Retail price" means the price that would otherwise be charged for the lenses, frames or contacts at the KP Vision Care Center on the day purchased.

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

The Out-of-Pocket Maximum is the maximum amount of Copayments and Coinsurance that an individual or family is obligated to pay for covered Services per calendar year. Payments made by you, or on your behalf, for any Cost Shares will be applied toward your Out-of-Pocket Maximum to the extent allowed by Federal law and regulation.

Once you or your Family Unit have met your Out-of-Pocket Maximum, you will not be required to pay any additional Cost Shares for most Services for the rest of the calendar year.

**Self-Only Coverage Out-of-Pocket Maximum**. If you are covered as a Subscriber, and you do not have any Dependents covered under this EOC, your medical expenses apply toward the Self-Only Out-of-Pocket Maximum shown below.

**Family Coverage Out-of-Pocket Maximum**. If you have one or more Dependents covered under this EOC, the covered medical expenses incurred by all Members of the Family Unit together apply toward the Family Out-of-Pocket Maximum shown below; however, no one Family Member's medical expenses may contribute more than the Individual Out-of-Pocket Maximum shown below. After one member of a Family Unit has met the Individual Out-of-Pocket Maximum shown below, his or her Out-of-Pocket Maximum will be met for the rest of the calendar year. Other Family Members will continue to pay applicable Cost Shares until the Family Out-of-Pocket Maximum is met. After all Members of the Family Unit combined have met the Family Out-of-Pocket Maximum, the Out-of-Pocket Maximum will be met for all Members of the Family Unit for the rest of the calendar year.

#### **Out-of-Pocket Maximum Exclusions:**

The following Services do not apply toward your Out-of-Pocket Maximum:

- Adult eyeglass lenses and frames, contact lenses that are available with a discount only;
- Adult dental Services, if included by Rider attached to this plan;
- Hearing aids, if included by Rider attached to this plan;
- Acupuncture Services; if included by Rider attached to this plan;
- In vitro fertilization; if included by Rider attached to this plan and
- Inpatient and outpatient infertility Services.

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

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

\$3,500 per individual per calendar year
\$9,400 per Family Unit per calendar year

KAISER PERMANENTE® Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. 2101 E. Jefferson Street, Rockville, MD 20852 301-816-2424

#### **OUTPATIENT PRESCRIPTION DRUG RIDER**

### **GROUP EVIDENCE OF COVERAGE**

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

The following benefit, limitations, and exclusions are hereby added to the *Section 3: Benefits, Exclusions and Limitations* of your EOC in consideration of the application and payment of the additional Premium for such Services.

#### A. DEFINITIONS

Allowable Charge: Has the same meaning as defined in your EOC. See *Important Terms You Should Know*.

**Biosimilar:** FDA-approved biologics that are highly similar to a brand biologic product.

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

**Complex or Chronic Medical Condition:** A physical, behavioral, or developmental condition that: (1) may have no known cure; (2) is progressive; or (3) can be debilitating or fatal if left untreated or undertreated. Complex or Chronic Medical Condition includes, but is not limited to: Multiple Sclerosis, Hepatitis C, and Rheumatoid Arthritis.

**Cost Share:** Has the same meaning as defined in your EOC.

Food & Drug Administration/FDA: The United States Food and Drug Administration.

Formulary: A list of prescription drugs covered by this Plan.

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

**Mail Service Delivery Program:** A program operated or arranged by Health Plan that distributes prescription drugs to Members via mail. Some medications are not eligible for the Mail Service Delivery Program. These may include, but are not limited to, drugs that are time or temperature sensitive, drugs that cannot legally be sent by U.S. mail, and drugs that require professional administration or observation. The Mail Service Delivery Program can mail to addresses in MD, VA, DC and certain locations outside the service area.

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

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

Non-Preferred Brand Drug: Includes all other Generic and Brand Name Drugs not on the Formulary.

**Oral Chemotherapy Drug:** An orally administered anticancer medication used to kill or slow the growth of cancerous cells.

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

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

Preferred Drug: Generic or Brand Name Drug that is on the Formulary in Tier 1 or Tier 2.

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

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

**Rare Medical Condition:** A disease or condition that affects less than 200,000 individuals in the United States or approximately 1 in 1,500 individuals worldwide. Rare Medical Condition includes, but is not limited to: Cystic Fibrosis, Hemophilia, and Multiple Myeloma.

**Specialty Drugs:** A prescription drug that: (1) is prescribed for an individual with a Complex or Chronic Medical Condition, or a Rare Medical Condition; (2) costs \$600 or more for up to a 30-day supply; (3) is not typically stocked at retail pharmacies; and (4) requires a difficult or unusual process of delivery to the Member in the preparation, handling, storage, inventory, or distribution of the drug; or requires enhanced patient education, management, or support, beyond those required for traditional dispensing, before or after administration of the drug.

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

**Standard Reference Compendia:** Any authoritative compendia as recognized periodically by the federal Secretary of Health and Human Services or the Commissioner.

**Tobacco Cessation Drugs:** Over-the-Counter (OTC) and prescription drugs approved by the FDA to treat tobacco dependence.

### **B. BENEFITS**

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

We cover the following:

- 1. FDA-approved drugs for which a prescription is required by law when the drug is listed in our Formulary.
- Compounded preparations that contain at least one ingredient requiring a prescription and are listed in our Formulary, if (1) there is no medically appropriate alternative in our Formulary; and (2) the compound is prescribed for an appropriate FDA-approved indication.
- 3. Insulin. Insulin will not exceed a maximum of \$30 per 30-day supply in accordance with \$ 48-855.02a Code of the District of Columbia.

- 4. Drugs, devices, products and Services that are FDA-approved for use as contraceptives, including over-the-counter contraceptives for women when prescribed by a Plan Provider, and diaphragms. For coverage of other types of contraception, including contraceptive injections, implants and devices, refer to *Family Planning Services* in Section 3.
- 5. Tobacco Cessation Drugs (both prescription and over-the-counter) approved by the FDA for treatment of tobacco dependence.
- 6. Off label use of drugs when a drug is recognized in Standard Reference Compendia or certain Medical Literature as appropriate in the treatment of the diagnosed condition.
- 7. Growth hormone therapy (GHT) for treatment of children under age 18 with a growth hormone deficiency.
- 8. Non-prescription drugs when they are prescribed by a Plan Provider and are listed on the Formulary.

The Pharmacy and Therapeutics Committee sets dispensing limitations in accordance with therapeutic guidelines based on the Medical Literature and research. The Committee also meets periodically to consider adding and removing prescribed drugs and accessories on the Formulary. If a change is implemented to our Formulary, a 30-day notice will be provided to you.

Certain covered outpatient prescription drugs may be subject to utilization management such as prior authorization, step therapy and other requirements. A list of drugs subject to utilization management is available to you upon request.

If you would like information about whether a particular drug or accessory is included in our Formulary, please visit us online at

https://healthy.kaiserpermanente.org/content/dam/kporg/final/documents/formularies/mas/ marketplace-formulary-mas-en.pdf

You may also call the Member Services Call Center Monday through Friday between 7:30 a.m. and 9 p.m. Eastern Standard Time (EST) at 1-800-777-7902 or 711 (TTY).

## Where to Purchase Covered Drugs

We cover prescribed drugs only when purchased at a Plan Pharmacy, a Participating Network Pharmacy, or through Health Plan's Mail Service Delivery Program. Most non-refrigerated prescription medications drugs ordered through the Health Plan's Mail Service Delivery Program can be delivered to addresses in MD, VA, DC and certain locations outside the service area.

Members may obtain prescribed drugs and accessories from either a Participating Network Pharmacy or a Non-Participating Network Pharmacy that has previously notified the Health Plan, by facsimile or otherwise, of its agreement to accept as payment in full for its Services the rates applicable to Participating Network Pharmacies, including any Rx Copayment and Rx Coinsurance consistently imposed by the Plan.

## **Generic and Preferred Drug Requirements**

## Generic vs. Brand Name Drugs

Plan Pharmacies, Participating Network Pharmacies and our Mail Service Delivery Program will substitute a generic equivalent for a Brand Name Drug unless the prescribing provider indicated "dispense as written" (DAW) on the prescription.

Brand Name Drugs will be covered only when prescribed by a:

- 1. Plan physician
- 2. Non-Plan Physician to whom you have a referral, or a Non-Plan physician consulted due to an emergency or out-of-area urgent care; or

- 3. Dentist; and
  - a. There is no equivalent Generic Drug, or
  - b. An equivalent Generic Drug
    - i. Has not been effective in treating the disease or condition of the Member; or
    - ii. Has caused or is likely to cause an adverse reaction or other harm to the Member.

The applicable Cost Share for the Brand Name Drug will apply.

If a Member requests a Brand Name Drug, for which the prescribing provider has not indicated "dispense as written" (DAW), the Member will be responsible for the full Allowable Charge for that Brand Name Drug.

#### Preferred vs. Non-Preferred Drugs

Plan Pharmacies, Participating Network Pharmacies and our Mail Service Delivery Program will dispense Preferred drugs unless the prescribing provider indicated "dispense as written" (DAW) on the prescription.

Non-Preferred Drugs will be covered only when prescribed by a:

- 1. Plan physician
- 2. Non-Plan Physician to whom you have a referral, or a Non-Plan physician consulted due to an emergency or out-of-area urgent care; or
- 3. Dentist; and
  - a. There is no equivalent drug in our Formulary in a lower tier, or
  - b. An equivalent drug in a lower tier:
    - i. Has not been effective in treating the disease or condition of the Member; or
    - ii. Has caused or is likely to cause an adverse reaction or other harm to the Member.

The applicable Non-Preferred Drug Cost Share will apply.

If the above criteria are met, the applicable Tier Cost Share will apply based on the Formulary. If the Member requests a drug, not on the Formulary, and the criteria are not met, the Member will be responsible for the full Allowable Charge.

If a Member requests a Non-Preferred Drug, for which the provider has not indicated "dispense as written" (DAW), the Member will be responsible for the full cost of that drug.

#### **Dispensing Limitations**

Except for Maintenance Medications as described below, Members may obtain up to a 60 day supply and will be charged the applicable Rx Copayment or Rx Coinsurance based on: (1) the place of purchase, (2) the prescribed dosage, (3) Standard Manufacturers Package Size, and (4) specified dispensing limits. For contraceptive drugs, Members may obtain up to a 12-month supply at one time.

Drugs that have a short shelf life may require dispensing in smaller quantities to assure that the quality is maintained. Such drugs will be limited to a 30-day supply. If a drug is dispensed in several smaller quantities (for example, three 10-day supplies), the Member will be charged only one Cost Share at the initial dispensing for each 30-day supply.

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

### **Maintenance Medication Dispensing Limitations**

Members may obtain up to a 90-day supply of Maintenance Medications in a single prescription, when

authorized by the prescribing Plan Provider or by a dentist or a referral physician. This does not apply to the first prescription or change in a prescription. The day supply is based on (1) the prescribed dosage, (2) Standard Manufacturer's Package Size, and (3) specified dispensing limits.

# C. PRESCRIPTIONS COVERED OUTSIDE THE SERVICE AREA; OBTAINING REIMBURSEMENT

The Health Plan covers drugs prescribed by non-Plan Providers and purchased at non-Plan Pharmacies when the drug was prescribed during the course of an emergency care visit or an urgent care visit (see *Emergency Services* and *Urgent Care Services* in Section 3 of the EOC), or associated with a covered, authorized referral outside of the Health Plan's Service Area. To get reimbursed, you must submit a copy of the itemized receipts for the prescriptions to the Health Plan. We may require proof that Urgent Care or Emergency Services were provided. We will reimburse you at the Allowable Charge less the applicable Rx Copayment or Rx Coinsurance. Claims should be submitted to:

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. Attention: Claims Department P.O. Box 371860 Denver, CO 80237-9998

## **D.** LIMITATIONS

Benefits are subject to the following limitations:

- 1. For drugs prescribed by a dentist, coverage is limited to antibiotics and pain relief drugs that are included on our Formulary and purchased at a Plan Pharmacy and Participating Network Pharmacies.
- 2. In the event of a civil emergency or the shortage of one or more prescription drugs, we may limit availability in consultation with the Health Plan's emergency management department and/or our Pharmacy and Therapeutics Committee. If limited, the applicable Cost Share per prescription will apply.

## E. EXCLUSIONS

The following are not covered under the Outpatient Prescription Drug Rider (Please note that certain Services excluded below may be covered under other benefits of your Group EOC. Please refer to the applicable benefit to determine if drugs are covered.):

- 1. Drugs for which a prescription is not required by law, except when the drug is listed in our Formulary.
- 2. Compounded preparations that do not contain at least one ingredient requiring a prescription and are not listed in our Formulary; or for which: (1) there is a medically appropriate alternative in our Formulary; or (2) the compound was not prescribed for an appropriate FDA-approved indication.
- 3. Drugs obtained from a non-Plan or non-Network Pharmacy, except when the drug is prescribed during an emergency or urgent care visit in which covered Services are rendered, or associated with a covered authorized referral outside the Service Area.
- 4. Take home drugs received from a hospital, Skilled Nursing Facility, or other similar facility. Refer to *Hospital Inpatient Care* and *Skilled Nursing Facility Care* in Section 3.
- 5. Drugs that are not listed in our Formulary, except as described in this Rider.
- 6. Drugs that are considered to be experimental or investigational. Refer to *Clinical Trials* in Section 3.

- 7. Except as covered under this Outpatient Prescription Drug Rider, a drug (a) which can be obtained without a prescription, or (b) for which there is a non-prescription drug that is the identical chemical equivalent to a prescription drug (i.e., same active ingredient and dosage).
- 8. Drugs for which the Member is not legally obligated to pay, or for which no charge is made.
- 9. Blood or blood products. Refer to *Blood, Blood Products and their Administration* in Section 3.
- 10. Drugs or dermatological preparations, ointments, lotions, and creams prescribed for cosmetic purposes, including but not limited to drugs used to slow or reverse the effects of skin aging or to treat nail fungus or hair loss.
- 11. Medical foods. Refer to *Medical Foods* in Section 3.
- 12. Drugs for the palliation and management of terminal illness if they are provided by a licensed hospice agency to a Member participating in our hospice care program. Refer to *Hospice Care Services* in Section 3.
- 13. Replacement prescriptions as a result of damage, theft or loss.
- 14. Prescribed drugs and accessories that are needed for Services that are excluded under the EOC.
- 15. Special packaging (e.g., blister pack, unit dose, unit-of-use packaging) that is different than the Health Plan's standard packaging for prescription drugs.
- 16. Alternative formulations or delivery methods that are (1) different than the Health Plan's standard formulation or delivery method for prescription drugs; and (2) deemed not Medically Necessary.
- 17. Durable medical equipment, prosthetic or orthotic devices and their supplies, including: peak flow meters, nebulizers, and spacers; and ostomy and urological supplies. Refer to *Durable Medical Equipment* and *Prosthetic and Orthotic Devices* in Section 3.
- 18. Drugs and devices provided during a covered stay in a hospital or Skilled Nursing Facility; or that require administration or observation by medical personnel and are provided to you in a medical office or during home visits. This includes equipment and supplies associated with the administration of a drug. Refer to *Drugs, Supplies and Supplements* and *Home Health Care* in Section 3.
- 19. Bandages or dressings. Refer to *Drugs, Supplies and Supplements* and *Home Health Care* in Section 3.
- 20. Diabetic equipment and supplies. Refer to *Diabetic Equipment, Supplies and Self-Management Training* in Section 3.
- 21. Growth hormone therapy (GHT) for treatment of adults age 18 or older.
- 22. Immunizations and vaccinations solely for the purpose of travel. Refer to *Outpatient Care* in Section 3.
- 23. Any prescription drug product that is therapeutically equal to an over-the-counter drug, upon a review and determination by the Pharmacy and Therapeutics Committee.
- 24. Drugs for the treatment of sexual dysfunction disorders, such as erectile dysfunction.

## F. COPAYMENTS AND COINSURANCE

For outpatient prescription drugs and/or items that are covered under this *Outpatient Prescription Drug Benefit Rider* and obtained at a pharmacy owned and operated by Health Plan, you may be able to use approved manufacturer coupons as payment for the prescription Cost Sharing that you owe, as allowed under Health Plan's coupon program. You will owe any additional amount if the coupon does not cover the entire amount of your Cost Sharing for your prescription. When you use a coupon for payment of your Cost Sharing, the coupon amount, and any additional payment that you make, will accumulate to your Out-of-Pocket Maximum. You can get more information regarding the Kaiser Permanente coupon program rules and limitations at

https://healthy.kaiserpermanente.org/learn/pharmacy/drug-manufacturer-coupons.

Covered drugs are provided upon payment of the Rx Copayment or Rx Coinsurance per prescription or refill set forth below

Tier 1: Includes commonly prescribed Generic Drugs.

**Tier 2:** Includes commonly prescribed Brand Name Drugs and commonly prescribed higher-cost Generic Drugs.

**Tier 3:** Includes all other Brand Name Drugs that are not on the Formulary list and not included in Tier 1 or Tier 2. A limited number of Generic Drugs may also be included in Tier 3. Drugs on this tier also include Biosimilar Drugs.

Tier 4: As *Specialty Drugs* is defined above in the *Definitions* section within this *Outpatient Prescription Drug Benefit Rider*.

**Note:** Drugs that meet the criteria of Specialty Drugs will not exceed cost-sharing of \$150 for a thirty (30)-day supply and \$300 for a ninety (90)-day supply.

60 Day Supply	Plan Pharmacy	Participating Network	Mail Delivery
		Pharmacy	
Tier 1 Drugs	\$10	\$20	\$8
Tier 2 Drugs	\$25	\$45	\$23
Tier 3 Drugs	\$40	\$60	\$38
Tier 4 Drugs	Refer to the applicable	Refer to the applicable	Refer to the applicable
	Generic and Brand	Generic and Brand	Generic and Brand
	Drugs Cost Share above	Drugs Cost Share above	Drugs Cost Share above

90-day Supply of Maintenance	Mail Delivery	Plan Pharmacy and
Medication		Participating Network
		Pharmacy (if applicable)
Tier 1 Drugs	1 Rx Copayment(s) shown above	1 Rx Copayment(s) shown
		above
Tier 2 Drugs	1 Rx Copayment(s) shown above	1 Rx Copayment(s) shown
		above
Tier 3 Drugs	1 Rx Copayment(s) shown above	1 Rx Copayment(s) shown
		above
Tier 4 Drugs	1 Rx Copayment(s) shown above	1 Rx Copayment(s) shown
		above

Weight management drugs for 50% of the Allowable Charge.

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

Tobacco Cessation Drugs for the treatment of tobacco dependence for no charge.

Oral Chemotherapy Drugs for no charge.

Drugs other than contraceptive drugs required to be covered by the Affordable Care Act (ACA) without Cost Sharing, including over-the-counter medications when prescribed by a Plan Provider, and obtained at a Plan or Participating Network Pharmacy for no charge. Please visit the following websites for a list of these drugs:

Mid and Large Size Employer Group Formulary (kaiserpermanente.org)

Summary of preventive services (kaiserpermanente.org)

If the cost share for the prescription drug is greater than the Allowable Charge for the prescription drug, the Member will only be responsible for the Allowable Charge for the prescription drug.

## G. OUT-OF-POCKET MAXIMUM

Cost Shares set forth in this Rider apply toward the Out-of-Pocket Maximum set forth in the Summary of Services and Cost Shares in the EOC to which this Rider is attached.

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

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

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Gracelyn McDermott Vice President, Marketing, Sales & Business Development

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. 2101 E. Jefferson Street, Rockville, MD 20852 301-816-2424

# Hearing Services Rider Group Evidence of Coverage

This Hearing Services Rider (herein called "Rider") is effective as of the date of your Group Agreement and Group Evidence of Coverage and shall terminate as of the date your Group Agreement and Group Evidence of Coverage terminates.

The following benefits, limitations, and exclusions are hereby added to *Section 3: Benefits, Exclusions and Limitations* of the Group Evidence of Coverage (herein referred to as the Group EOC), in consideration of the application and payment of the additional Premium for such Services.

# Definitions

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

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

Hearing Aid Benefit Allowance: The maximum Health Plan payment toward cost of a covered Hearing Aid.

## Benefits

We cover the following:

- Medically necessary Hearing Aids for both children and adults, subject to any applicable limitations and/or exclusions included in this Rider.
- Hearing Aid evaluations and diagnostic procedures to determine the Hearing Aid model which will best compensate for loss of hearing.
- Visits to verify that the Hearing Aid conforms to the prescription.
- Visits for fitting, counseling, adjustment, cleaning, and inspection.

## Limitations

- Your Hearing Aid Benefit Allowance is \$3,000 per Hearing Aid.
- Coverage is provided for one Hearing Aid for each hearing impaired ear every 36 months. Two Hearing Aids are covered every 36 months only if both are required to provide significant improvement that is not obtainable with only one Hearing Aid, as determined by your Kaiser Permanente or Kaiser Permanente-designated audiologist or physician.
- The Hearing Aid Benefit Allowance must be used at the initial point of sale for each Hearing Aid. Any part of the Hearing Aid Benefit Allowance that is not exhausted at the initial point of sale may not be used at a later time.
- The type of Hearing Aid is limited to the models provided by Kaiser Permanente or the Kaiser Permanente-designated Hearing Aid vendor.
- You may apply the Hearing Aid Benefit Allowance toward a Hearing Aid upgrade. However, you must pay the difference in the Hearing Aid Benefit Allowance and the cost of the Hearing Aid upgrade.

## Exclusions

- Replacement of parts and batteries.
- Replacement of lost or broken Hearing Aid.
- Repair of Hearing Aid beyond one year.

- Comfort, convenience or luxury equipment or features.
- Hearing Aids prescribed and ordered prior to coverage or after termination of coverage.

#### **Your Cost Share**

You pay the following Copayment or Coinsurance for each Service:

By:

#### **Hearing Aids:**

• You pay nothing so long as the cost of your Hearing Aid does not exceed your Hearing Aid Benefit Allowance. You pay any charges over and above the Hearing Aid Benefit Allowance.

#### **Hearing Exams:**

• You pay your Office Visit Copayment or Coinsurance amount indicated in your Group EOC.

#### Hearing Aid Tests, Fittings, and Follow-up Care:

• You pay your Office Visit Copayment or Coinsurance amount indicated in your Group EOC.

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

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

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Gracelyn McDermott Vice President, Marketing, Sales & Business Development

# Kaiser Permanente Smile ML \$30Adult Preventive Dental Plan Rider

Under this Dental Rider ("Rider"), members 19 and over are eligible for Dental Benefits as of the effective date of the Group Agreement. This coverage will end on the date your Agreement terminates or when you are no longer eligible.

The Covered Dental Services on this Rider are added to the Group Evidence of Coverage (EOC) in consideration of the Group's application and payment of premium for such Services.

## **Definitions**

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

**Covered Dental Services**: A set of dental services that can include a range of diagnostic, preventive, restorative, endodontic, periodontic, prosthetic, orthodontic and oral surgery services that are benefits under this Rider.

**Dental Administrator:** The entity that provides or arranges for the provision of Covered Dental Services on behalf of the Health Plan. The name and information about the Dental Administrator can be found under "General Provisions" below.

**Dental Specialist:** A dentist that has received advanced training in one of the dental specialties approved by the American Dental Association, and practices as a specialist. Dental specialties include Endodontists, Oral Surgeon, Periodontists and Pediatric Dentists.

**General Dentist:** A dentist who provides your basic care and coordinates the care you need from other dental specialty providers.

**Member Copayments:** The amount listed on the Schedule of Benefits that is charged to a member at the time of service for covered dental plan benefits. Member Copayments are directly paid to the Participating Dental Provider at the time services are received. The Participating Dental Provider has agreed to accept that Member Copayment as payment in full of the Member's responsibility for that procedure. The Health Plan nor Dental Administrator are responsible for the payment of Member Copayments or for any fees incurred as the result of receipt of non-Covered Dental Services or any other non-covered dental service. Member Copayments subject to change effective January 1 of each year. Participating Dental Providers have agreed to accept Member Copayments as payment in full of the Member's responsibility for that procedure.

**Participating Dental Provider:** A licensed dentist who has signed a contract with the Dental Administrator to provide services to our members following the Dental Administrator's guidelines and criteria. When a Participating Dental Provider is selected for care, Covered Dental Services for "In-Network" benefits will apply.

## **General Provisions**

 Subject to the terms, conditions, limitations, and exclusions specified in the Group Evidence of Coverage and this Rider, you may receive Covered Dental Services from Participating Dental Providers.

- 2. Health Plan has entered into an agreement with Dental Administrator to provide Covered Dental Services and certain other dental services through its Participating Dental Providers.
- 3. The Schedule of Dental Benefits included with this agreement, lists the Covered Dental Services and associated Copayments you will pay at the time of your dental visit. The Participating Dental Provider has agreed to accept that Dental Copayment as payment in full of the Member's responsibility for that procedure. Neither Health Plan nor Dental Administrator are responsible for payment of these Copayments or for any fees incurred as the result of receipt of non-Covered Dental Services or any other non-covered dental service.
- 4. You have the freedom to select any General Dentist from our network. Your covered family members may select the same or a different General Dentist. Your General Dentist will refer you to a Dental Specialist in our network.
- 5. To find a dentist in your area, you can go to our website at <u>www.kp.org</u>, or call us toll-free at 1-888-798-9868 or TTY: 1-877-855-8039. Once you have located a Participating Provider, you can call the office to schedule an appointment. The dental office will contact us to verify your eligibility. Be sure to identify yourself as a Kaiser member when you call the dentist for an appointment. We also suggest that you take this information with you when you go to your appointment. You can then reference benefits and applicable charges which are the out-of-pocket costs associated with your plan.
- 6. The Health Plan has entered into an agreement with LIBERTY Dental Plan Corporation (LIBERTY), to provide Covered Dental Services as described in this agreement. For assistance concerning dental coverage questions or for help finding a Participating Dental Provider, you can go to our website at <u>www.kp.org</u> or call us toll-free 1-888-798-9868 or TTY: 1-877-855-8039, Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time (EST).

## **Specialist Referrals**

## **Participating Specialist Referrals**

Your General Dentist may recommend a Specialist if the services are medically necessary and out of the scope of general dentistry. If your General Dentist requires you to get covered services from a Specialist, you may directly refer to a Specialist in our network. This agreement includes a Schedule of Dental Benefits, which lists what you will be charged for each Covered Dental Service you receive.

#### Non-Participating Specialist Referrals

Benefits may be provided for referrals to Non-Participating Dental Provider specialists when you have been diagnosed by a Participating Dental Provider with a condition or disease that requires care from a dental specialist, and:

- 1. The Dental Administrator does not have a Participating Dental Provider who possesses the professional training and expertise to treat the condition or disease; or
- 2. The Dental Administrator is not able to provide reasonable access to a Participating Dental Provider with the professional training and expertise to treat the condition or disease without unreasonable delay or travel.

The Member's Cost Share will be calculated as if the Non-Participating Dental Provider specialist rendering the Covered Dental Services were a Participating Dental Provider.

### **Standing Referrals to Dental Specialists**

- If you suffer from a life-threatening, degenerative, chronic or disabling disease or condition that requires specialized care, your General Dentist may determine, in consultation with you and the Dental Specialist that you would be best served through the continued care of a Dental Specialist. In such instances, the General Dentist will issue a standing referral to the Dental Specialist.
- 2. The standing referral will be made in accordance with a written treatment plan developed by the General Dentist, Dental Specialist, and you. The treatment plan may limit the number of visits to the Dental Specialist or the period of time in which visits to the Dental Specialist are authorized. Health Plan retains the right to require the Dental Specialist to provide the General Dentist with ongoing communication regarding your treatment and dental health status.

## **Extension of Benefits**

In those instances when your coverage with the Health Plan has terminated, we will extend Covered Dental Services, without payment of premium, in the following instances:

- 1. If you are in the midst of a course of covered dental treatment at the time your coverage ends, we will continue to provide benefits, in accordance with this Agreement and Dental Rider in effect at the time your coverage ended, for a period of ninety (90) days following the date your coverage ended.
- 2. If you are in the midst of a course of covered orthodontic treatment at the time your coverage ends, we will continue to provide benefits, in accordance with this Agreement and Dental Rider in effect at the time your coverage ended, for a period of:
  - a. Sixty (60) days following the date your coverage ended, if the orthodontist has agreed to or is receiving monthly payments; or
  - b. Until the later of sixty (60) days following the date your coverage ended, or the end of the quarter in progress, if the orthodontist has agreed to accept or is receiving payments on a quarterly basis.

To assist us, if you believe you qualify under this "Extension of Benefits" provision, please notify us in writing.

#### **Extension of Benefit Limitations:**

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

- 1. Coverage ends because of your failure to pay premium;
- 2. Coverage ends as the result of you committing fraud or material misrepresentation;
- 3. When coverage is provided by another health plan and that health plan's coverage:
  - a. Is provided at a cost to you that is less than or equal to the cost to you of the extended benefit available under this Rider; and
  - b. Will not result in an interruption of the Covered Dental Services you are receiving.

## **Dental Emergencies Outside The Service Area**

# Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. 2101 E. Jefferson Street, Rockville, MD 20852 301-816-2424

## Kaiser Permanente District of Columbia Large Group Agreement and Evidence of Coverage

When a dental emergency occurs when you are outside the Service Area from your General Dentist, the Dental Administrator will reimburse the non-participating provider directly. If the member has already paid the charges, the Dental Administrator will reimburse the member (upon proof of payment) instead of paying the provider directly for Covered Dental Services that may have been provided. Reimbursement to the member or provider is not to exceed \$100 per incident. Proof of payment must be submitted to Dental Administrator by provider within one hundred eighty (180) days of treatment. Proof of loss should be mailed to:

LIBERTY Dental Plan Claims Department P.O. Box 15149 Tampa, FL 33684-5149

Coverage is provided for emergency dental treatment as may be required to alleviate pain, bleeding, or swelling. Coverage is limited to those procedures not excluded under Plan limitations and exclusions. You must receive all post-emergency care from your Participating Dental Provider.

Failure to provide proof of loss for a dental emergency, or as may be required under "Non-Participating Specialist Referrals," within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the proof within the required time, if the proof is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than one (1) year from the time proof is otherwise required.

## Appeals

If a claim is denied, you or your Authorized Representative may file an appeal with the Dental Administrator in accordance with the "Filing Claims, Appeals and Grievances" section of your Health Plan Evidence of Coverage.

Submit your Appeal to:

LIBERTY Dental Plan Attn: Grievances and Appeals Quality Management Department PO BOX 26110 Santa Ana, CA 92799-6110

## **Exclusions and Limitations**

## **Exclusions**

The following services are not covered under this Rider:

- 1. Services provided by dentists or other practitioners of healing arts not associated with Kaiser Permanente and/or Dental Administrator except upon referral arranged by a Participating Dental Provider and authorized by us, or when required in a covered emergency.
- 2. Services which are covered under worker's compensation or Employer's Liability laws.
- 3. Services which are provided without cost to Member by any federal, state, municipal, county, or other political subdivision (with the exception of Medicaid).
- 4. Services which are not necessary for the patient's dental health as determined by the Plan.

- 5. Cosmetic, elective or aesthetic dentistry except as required due to accidental bodily injury to sound natural teeth as determined by the Plan.
- 6. Oral surgery requiring the setting of fractures or dislocations, except as may be otherwise covered in your medical plan which is described in the Group Evidence of Coverage.
- 7. Services with respect to malignancies, cysts or neoplasm, hereditary, congenital, mandibular prognathism or development malformations where, in the opinion of the Plan, such services should not be performed in a dental office, except as may be otherwise covered in your medical plan as described in the Evidence of Coverage.
- 8. Drugs obtainable with or without a prescription, except as may be otherwise covered in your medical plan this is described in the Group Evidence of Coverage.
- 9. Hospitalization for any dental procedure.
- 10. Treatment for conditions resulting from major disaster, epidemic or war, including declared or undeclared war or acts of war, or while on active duty as a member of the armed forces of any nation.
- 11. Replacement due to loss or theft of prosthetic appliance.
- 12. Implantation and related restorative procedures.
- 13. Services not listed as a Covered Dental Service under this Plan.
- 14. Services provided by a non-Participating Dental Provider or not pre-authorized by Dental Administrator (with the exception of out-of-area emergency dental services, covered dental services and services obtained pursuant to a referral to a non-Participating Dental Provider Specialist).
- 15. Services related to the treatment of TMD (Temporomandibular disorder).
- 16. Services related to procedures that are of such a degree of complexity as to not be normally performed by a Participating General Dentist, unless your Participating General Dentist refers you to a Dental Specialist who will provide covered dental services at the dental fee established by the Plan for each procedure rendered.
- 17. Any bill, any claim, request for payment or demand for payment, for a dental Service that the appropriate regulatory board determines was provided as a result of a prohibited referral."Prohibited referral" means a referral prohibited by Section 1-302 of the Maryland Health Occupations Article.
- 18. Extraction of non-pathologic, asymptomatic impacted teeth as determined by the Plan.
- 19. Procedures relating to the change and maintenance of vertical dimension or major restoration of occlusion, or to alter the occlusion (bite) through full mouth adjustment/grinding of the teeth. This does not exclude minor occlusal adjustments on individual teeth to remove high spots or smooth out rough or sharp areas.
- 20. Dental expenses incurred in connection with any dental procedure that was started prior to your effective date of coverage. Examples include orthodontic work in progress, teeth prepared for crowns, and root canal therapy in progress. For members who are transitioning to the Plan as a new Member, the Plan shall accept a preauthorization from a relinquishing carrier, managed care organization, or a third-party administrator for procedures, treatments, medications or services covered by the benefits offered by this Plan for the lesser of the course of treatment or 90 days.
- 21. Lab Fees for excisions and biopsies, except as may be otherwise covered in your medical plan that is described in the Group Evidence of Coverage.

- 22. Experimental procedures, implantations, or pharmacological regimens.
- 23. Initial placement or replacement of fixed bridgework solely for the purpose of achieving periodontal stability.
- 24. Charges for second opinions, unless pre-authorized.
- 25. Procedures requiring fixed prosthodontic restoration, which are necessary for complete oral rehabilitation or reconstruction.
- 26. Occlusal guards, except for the purpose of controlling habitual grinding.
- 27. The Invisalign system and similar specialized braces are not a covered benefit. Patient copayments will apply to the routine orthodontic appliance portion of services only. Additional costs incurred will become the patient's responsibility.

#### **Limitations**

Covered Dental Services are subject to the following limitations:

- 1. Two (2) evaluations are covered per contract year per patient including a maximum of one (1) comprehensive evaluation which is limited to once in 12 months.
- 2. One (1) problem focused exam is covered per contract year per patient.
- 3. Two (2) teeth cleanings (prophylaxis) are covered per contract year per patient (one additional cleaning is covered during pregnancy and for diabetic patients).
- 4. One (1) topical fluoride or fluoride varnish is covered per contract year per patient.
- 5. Two (2) sets of bitewing x-rays are covered per contract year per patient.
- 6. One (1) set of full mouth x-rays or panoramic x-ray is covered every three (3) years per patient.
- 7. One (1) application of caries arresting medicament per primary tooth is covered per lifetime.
- 8. Replacement of a filling is covered if it is more than two (2) years from the date of original placement.
- 9. Replacement of a bridge, crown or denture is covered if it is more than seven (7) years from the date of original placement.
- 10. Crown and bridge fees apply to treatment involving five or fewer units when presented in a single treatment plan. Additional crown or bridge units, beginning with the sixth unit, are available at the provider's Usual, Customary, and Reasonable (UCR) fee, minus 25%.
- 11. Relining and rebasing of dentures is covered once every 24 months per patient.
- 12. Soft liner for complete or partial denture indirect, limited to one (1) per 12 months.
- 13. Retreatment of root canal is covered if it is more than two (2) years from the original treatment.
- 14. Root planing or scaling is covered once every 24 months per quadrant per patient.
- 15. Scaling in presence of generalized moderate or severe gingival inflammation full mouth, after oral evaluation and in lieu of a covered D1110, limited to once per two years.
- 16. Full mouth debridement is covered once per lifetime per patient.
- 17. Procedure Code D4381 is limited to one (1) benefit per tooth for three teeth per quadrant or a total of 12 teeth for all four quadrants per twelve (12) months. Must have pocket depths of five (5) millimeters or greater.
- 18. Periodontal surgery of any type, including any associated material, is covered once every 36 months per quadrant or surgical site per patient.
- 19. Periodontal maintenance after active therapy is covered twice per contract year, within 24 months after definitive periodontal therapy.
- 20. Coronectomy intentional partial tooth removal, once per lifetime.

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21. Teledentistry, synchronous (D9995) or asynchronous (D9996), must be accompanied by a covered procedure.

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

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

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Gracelyn McDermott Vice President, Marketing, Sales & Business Development

By:

# Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. \$30 Adult Preventive Dental Plan 2024 Schedule of Dental Fees

You must visit a contracted dental office to utilize covered benefits. For services performed by a Dental Specialist, your dental office will initiate a treatment plan or recommend you see a participating Dental Specialist if the services are medically necessary and outside the scope of general dentistry. You may directly refer to a participating Dental Specialist in the network. For information on locating a Participating Dental Provider, please contact us Toll Free at 1-888-798-9868 or TTY: 1-877-855-8039, Monday through Friday, 8:00 a.m. to 8 p.m. Eastern Standard Time (EST).

Member Copayments for "General Dentist" apply only when performed by a participating general dentist, if needed. Services received from non-participating dentists are not covered under this plan, except for emergency services, out-of-area urgent care, and referrals to non-participating specialists.

Covered Dental Services are limited to the least costly treatment. Dental procedures not listed are available at the dental office's usual and customary fee. This Schedule does not guarantee benefits. All services are subject to eligibility and dental necessity at the time of service.

**Note:** The schedule of dental fees is reviewed annually and is subject to change effective January 1 of each year

CDT Code	Description	Member Fixed Copayment General Dentist	Member Copayment Specialist
	INED FIXED COPAYMENT SERVICES		
	ine: You pay a combined fixed copayment (FC) \$30 for any visit during		re of the
	ng procedures are performed. You pay a separate fee for any other proce		
D0120	Periodic oral evaluation	FC \$30	No Benefit
	Limited oral evaluation	FC \$30	No Benefit
D0150	Comprehensive oral evaluation	FC \$30	No Benefit
D0170	Re-evaluation, limited, problem focused	FC \$30	No Benefit
D0180	Comprehensive periodontal evaluation	FC \$30	No Benefit
D0220	Intraoral, periapical, first radiographic image	FC \$30	\$15
D0230	Intraoral, periapical, each add 'l radiographic image	FC \$30	\$12
D0240	Intraoral, occlusal radiographic image	FC \$30	\$23
D0250	Extra-oral 2D projection radiographic image, stationary radiation	FC \$30	\$28
	source		
D0270	Bitewing, single radiographic image	FC \$30	\$15
D0272	Bitewings, two radiographic images	FC \$30	\$23
D0273	Bitewings, three radiographic images	FC \$30	\$30
D0274	Bitewings, four radiographic images	FC \$30	\$33
D0277	Vertical bitewings, 7 to 8 radiographic images	FC \$30	\$51
D0340	2D cephalometric radiographic image, measurement and analysis	FC \$30	\$59
D0350	2D oral/facial photographic image, intra-orally/extra-orally	FC \$30	\$31
D0460	Pulp vitality tests	FC \$30	\$38
D0470	Diagnostic casts	FC \$30	No Benefit
D0701	Panoramic radiographic image, image capture only	FC \$30	No Benefit

ODT		Member Fixed	Member
CDT	Description	Copayment	Copayment
Code		General	Specialist
D0702	2-D cephalometric radiographic image, image capture only	Dentist FC \$30	No Benefit
D0702	2-D oral/facial photographic image obtained intra-orally or extra-	FC \$30	No Benefit
D0703	orally, image capture only	10 \$50	NO Delletit
D0705	Extra-oral posterior dental radiographic image, image capture only	FC \$30	No Benefit
D0706	Intraoral, occlusal radiographic image, image capture only	FC \$30	No Benefit
D0707	Intraoral, periapical radiographic image, image capture only	FC \$30	No Benefit
D0708	Intraoral, bitewing radiographic image, image capture only	FC \$30	No Benefit
D0709	Intraoral, comprehensive series of radiographic images, image capture	FC \$30	No Benefit
20105	only	10,000	
D1110	Prophylaxis, adult	FC \$30	No Benefit
D1120	Prophylaxis, child	FC \$30	No Benefit
D1206	Topical application of fluoride varnish	FC \$30	No Benefit
D1208	Topical application of fluoride, excluding varnish	FC \$30	No Benefit
D1310	Nutritional counseling for control of dental disease	FC \$30	No Benefit
D1320	Tobacco counseling, control/prevention oral disease	FC \$30	No Benefit
	Counseling for the control and prevention of adverse oral, behavioral,	FC \$30	No Benefit
D1321	and health effects associated with high-risk substance use		
D1330	Oral hygiene instruction	FC \$30	No Benefit
OFFICI	EVISIT	•	
Guideli	ne: You pay an Office Visit copayment when Combined Fixed Copayme		ot performed
	Office Visit	\$10	\$10
	IOSTIC SERVICES		
D0210	Intraoral, comprehensive series of radiographic images	\$58	\$75
D0330	Panoramic radiographic image	\$46	\$59
PREVE	NTIVE SERVICES		
D1110	Prophylaxis, Adult - Additional cleaning available for expecting	\$40	\$40
DIAGI	mothers and Diabetics	<b>\$22</b>	N. D. C.
D1351	Sealant, per tooth (up to age 16)	\$32	No Benefit
D1352	Preventive resin restoration, permanent tooth	\$32	No Benefit
D1354		\$16	No Benefit
	Space maintainer, fixed, unilateral, per quadrant	\$216	No Benefit
D1516	Space maintainer, fixed, bilateral, maxillary	\$300	No Benefit
D1517	Space maintainer, fixed, bilateral, mandibular	\$300	No Benefit
D1520	Space maintainer, removable, unilateral, per quadrant	\$266	No Benefit
D1526	Space maintainer, removable, bilateral, maxillary	\$300	No Benefit
D1527	Space maintainer, removable, bilateral, mandibular	\$300	No Benefit
D1551	Re-cement or re-bond bilateral space maintainer, maxillary	\$25	No Benefit
D1552	Re-cement or re-bond bilateral space maintainer, mandibular	\$25	No Benefit
D1553	Re-cement or re-bond unilateral space maintainer, per quadrant	\$25	No Benefit
D1575		\$216	No Benefit
	RATIVE SERVICES		n oddition 1
	ine: All Copayments for Crowns/Bridges exclude the cost of noble and p be charged if these materials are used.	rectous metals. A	additional
D2140	Amalgam, one surface, primary or permanent	\$73	No Benefit
D2140 D2150	Amalgam, two surfaces, primary or permanent	\$95	No Benefit
D2150 D2160	Amalgam, three surfaces, primary or permanent	\$113	No Benefit
D2160	Amalgam, four or more surfaces, primary or permanent	\$136	No Benefit
D2101	rinargani, tour or more surraces, primary or permanent	ψ150	THO Deficitit

		Member Fixed	
CDT		Copayment	Member
Code	Description	General	Copayment
		Dentist	Specialist
D2330	Resin-based composite, one surface, anterior	\$90	No Benefit
D2331	Resin-based composite, two surfaces, anterior	\$113	No Benefit
D2332	Resin-based composite, three surfaces, anterior	\$139	No Benefit
D2335	Resin-based composite, four or more surfaces, involving incisal angle	\$176	No Benefit
D2390	Resin-based composite crown, anterior	\$233	No Benefit
D2391	Resin-based composite, one surface, posterior	\$117	No Benefit
D2392	Resin-based composite, two surfaces, posterior	\$154	No Benefit
D2393	Resin-based composite, three surfaces, posterior	\$193	No Benefit
D2394	Resin-based composite, four or more surfaces, posterior	\$220	No Benefit
D2510	Inlay, metallic, one surface	\$532	No Benefit
D2520	Inlay, metallic, two surfaces	\$600	No Benefit
D2530	Inlay, metallic, three or more surfaces	\$652	No Benefit
D2542	Onlay, metallic, two surfaces	\$692	No Benefit
D2543	Onlay, metallic, three surfaces	\$705	No Benefit
D2544	Onlay, metallic, four or more surfaces	\$710	No Benefit
D2610	Inlay, porcelain/ceramic, one surface	\$584	No Benefit
D2620	Inlay, porcelain/ceramic, two surfaces	\$622	No Benefit
D2630	Inlay, porcelain/ceramic, three or more surfaces	\$718	No Benefit
D2642	Onlay, porcelain/ceramic, two surfaces	\$665	No Benefit
D2643	Onlay, porcelain/ceramic, three surfaces	\$719	No Benefit
D2644	Onlay, porcelain/ceramic, four or more surfaces	\$767	No Benefit
D2650	Inlay, resin-based composite, one surface	\$538	No Benefit
D2651	Inlay, resin-based composite, two surfaces	\$581	No Benefit
D2652	Inlay, resin-based composite, three or more surfaces	\$755	No Benefit
D2662	Onlay, resin-based composite, two surfaces	\$613	No Benefit
D2663	Onlay, resin-based composite, three surfaces	\$755	No Benefit
D2664	Onlay, resin-based composite, four or more surfaces	\$715	No Benefit
D2710	Crown, resin-based composite (indirect)	\$299	No Benefit
D2712	Crown, <sup>3</sup> / <sub>4</sub> resin-based composite (indirect)	\$275	No Benefit
D2720	Crown, resin with high noble metal	\$729	No Benefit
D2721	Crown, resin with predominantly base metal	\$649	No Benefit
D2722	Crown, resin with noble metal	\$678	No Benefit
D2740	Crown, porcelain/ceramic	\$800	No Benefit
D2750	Crown, porcelain fused to high noble metal	\$815	No Benefit
D2751	Crown, porcelain fused to predominantly base metal	\$705	No Benefit
D2752	Crown, porcelain fused to noble metal	\$733	No Benefit
D2753	Crown, porcelain fused to titanium and titanium alloys	\$815	No Benefit
D2780	Crown, $\frac{3}{4}$ cast high noble metal	\$782	No Benefit
D2781	Crown, <sup>3</sup> / <sub>4</sub> cast predominantly base metal	\$611	No Benefit
D2782	Crown, <sup>3</sup> / <sub>4</sub> cast noble metal	\$660	No Benefit
D2783	Crown, <sup>3</sup> / <sub>4</sub> porcelain/ceramic	\$678	No Benefit
D2790	Crown, full cast high noble metal	\$729	No Benefit
D2791	Crown, full cast predominantly base metal	\$649	No Benefit
D2792	Crown, full cast noble metal	\$678	No Benefit
D2794	Crown, titanium and titanium alloys	\$733	No Benefit
D2910	Re-cement or re-bond inlay, onlay, veneer, or partial coverage	\$73	No Benefit
D2920	Re-cement or re-bond crown	\$73	No Benefit

DC ML-Adult-Preventive-Dental-SOB(01-24)

		Member Fixed	<b>)</b> ( 1
CDT	Description	Copayment	Member
Code	Description	General	Copayment
		Dentist	Specialist
D2930	Prefabricated stainless steel crown, primary tooth	\$152	No Benefit
D2931	Prefabricated stainless steel crown, permanent tooth	\$201	No Benefit
D2932	Prefabricated resin crown	\$274	No Benefit
D2940	Protective restoration	\$83	No Benefit
D2941	Interim therapeutic restoration, primary dentition	\$53	No Benefit
D2950	Core buildup, including any pins when required	\$186	No Benefit
D2951	Pin retention, per tooth, in addition to restoration	\$43	No Benefit
D2952	Post and core in addition to crown, indirectly fabricated	\$272	No Benefit
D2954	Prefabricated post and core in addition to crown	\$242	No Benefit
D2955	Post removal	\$210	No Benefit
D2980	Crown repair necessitated by restorative material failure	\$149	No Benefit
D2981	Inlay repair necessitated by restorative material failure	\$149	No Benefit
D2982	Onlay repair necessitated by restorative material failure	\$149	No Benefit
ENDOI	DONTIC SERVICES		
D3110	Pulp cap, direct (excluding final restoration)	\$51	No Benefit
D3120	Pulp cap, indirect (excluding final restoration)	\$51	No Benefit
D3220	Therapeutic pulpotomy (excluding final restoration)	\$112	\$132
D3221	Pulpal debridement, primary and permanent teeth	\$136	No Benefit
D3230	Pulpal therapy, anterior, primary tooth (excluding final restoration)	\$123	No Benefit
D3240	Pulpal therapy, posterior, primary tooth (excluding finale restoration)	\$211	No Benefit
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	\$521	\$598
D3320	Endodontic therapy, premolar tooth (excluding final restoration)	\$622	\$716
D3330	Endodontic therapy, molar tooth (excluding final restoration)	\$815	\$936
D3333	Internal root repair of perforation defects	No Benefit	\$243
D3346	Retreatment of previous root canal therapy, anterior	No Benefit	\$658
D3347	Retreatment of previous root canal therapy, premolar	No Benefit	\$877
D3348	Retreatment of previous root canal therapy, molar	No Benefit	\$1131
D3410	Apicoectomy, anterior	\$456	\$566
D3421	Apicoectomy, premolar (first root)	\$509	\$707
D3425	Apicoectomy, molar (first root)	\$559	\$742
D3426	Apicoectomy, (each additional root)	\$339	\$401
D3430	Retrograde filling, per root	\$127	\$319
D3450	Root amputation, per root	\$221	\$356
D3471	Surgical repair of root resorption, anterior	\$456	\$566
D3472	Surgical repair of root resorption, premolar	\$509	\$707
D3473	Surgical repair of root resorption, molar	\$559	\$742
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption, anterior	¢150	<b>\$5</b> ((
D3502	Surgical exposure of root surface without apicoectomy or repair of root	\$456	\$566
20002	resorption, premolar	\$509	\$707
D3503	Surgical exposure of root surface without apicoectomy or repair of root		
	resorption, molar	\$559	\$742
D3920	Hemisection, not including root canal therapy	\$279	\$329
D3921	Decoronation or submergence of an erupted tooth	\$100	\$125
D3950	Canal preparation and fitting of preformed dowel or post	\$166	\$233
	DONTIC SERVICES		
D4210	Gingivectomy or gingivoplasty, four or more teeth per quadrant	\$402	\$474

CDT		Member Fixed Copayment	Member
Code	Description	General	Copayment
Code		Dentist	Specialist
D4211	Gingivectomy or gingivoplasty, one to three teeth per quadrant	\$174	\$205
D4211 D4240	Gingival flap procedure, four or more teeth per quadrant	\$517	\$611
D4240 D4241	Gingival flap procedure, four of more teeth per quadrant	\$131	\$258
D4241 D4249	Clinical crown lengthening, hard tissue	\$543	\$642
D4249 D4260	Osseous surgery, four or more teeth per quadrant	\$766	\$903
D4261	Osseous surgery, not of three teeth per quadrant	\$488	\$577
D4201 D4268	Surgical revision procedure, per tooth	\$420	\$607
D4208 D4274	Mesial/distal wedge procedure, single tooth	\$355	\$503
D4274 D4322	Splint, intra-coronal; natural teeth or prosthetic crowns	\$285	\$337
D4322 D4323	Splint, intra-coronal; natural teeth or prosthetic crowns	\$285	\$254
D4323 D4341	Periodontal scaling and root planing, four or more teeth per quadrant	\$148	\$234
D4341 D4342	Periodontal scaling and root planing, rout of more teeth per quadrant Periodontal scaling and root planing, one to three teeth per quadrant	\$107	\$126
D4346	Scaling in presence of moderate or severe inflammation, full mouth after evaluation	\$82	\$111
D4355	Full mouth debridement to enable comprehensive periodontal	\$131	\$189
	evaluation and diagnosis,		
<b>D</b> 1001	subsequent visit	<b>***</b>	<b>. . . . .</b>
D4381	Localized delivery of antimicrobial agent/per tooth	\$36	\$48
D4910	Periodontal maintenance	\$90	\$119
REMO	VABLE PROSTHETICS ine: All Conavments exclude the cost of noble and precious metals. An ac	dditional fee will	be charged if
REMO Guideli these m	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used.		_
REMO Guideli these m D5110	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary	\$913	No Benefit
REMO Guideli these m D5110 D5120	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular	\$913 \$913	No Benefit No Benefit
REMOY Guideli these m D5110 D5120 D5130	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary	\$913 \$913 \$983	No Benefit No Benefit No Benefit
REMOV Guideli these m D5110 D5120 D5130 D5140	ine: All Copayments exclude the cost of noble and precious metals. An advaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular	\$913 \$913 \$983 \$983	No Benefit No Benefit No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base	\$913 \$913 \$983 \$983 \$705	No Benefit No Benefit No Benefit No Benefit No Benefit
REMOY Guideli these m D5110 D5120 D5130 D5140 D5211 D5212	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base	\$913 \$913 \$983 \$983 \$705 \$705	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMOY Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base	\$913 \$913 \$983 \$983 \$705 \$705 \$705 \$978	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMOY Guidelii these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$978 \$705	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMOY Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$978 \$978 \$705 \$705	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMOY Guidelii these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, cast metal, resin base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$978 \$705	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, cast metal, resin base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$705 \$705 \$978	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMOY Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base Immediate mandibular partial denture, cast metal framework, resin denture base Immediate mandibular partial denture, cast metal framework, resin	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$978 \$978 \$705 \$705	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, cast metal, resin base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$705 \$705 \$978	No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5224	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base Immediate mandibular partial denture, cast metal, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, cast metal framework, resin denture base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$705 \$978 \$978 \$978	No Benefit No Benefit
REMOY Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5224 D5225	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Maxillary partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base Immediate mandibular partial denture, cast metal, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, cast metal framework, resin denture base Immediate mandibular partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$978 \$978 \$978 \$978 \$978	No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5224 D5225 D5226	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, maxillary Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, cast metal, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base Mandibular partial denture, flexible base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$978 \$978 \$978 \$978 \$978 \$978 \$978 \$976 \$1084	No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5224 D5225 D5226 D5227	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, mandibular Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, cast metal, resin base Immediate maxillary partial denture, cast metal framework, resin denture base Immediate mandibular partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base Immediate maxillary partial denture, flexible base Immediate maxillary partial denture, flexible base Immediate maxillary partial denture, flexible base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$978 \$978 \$978 \$978 \$978 \$978 \$978	No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5224 D5225 D5226 D5227 D5228	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, cast metal framework, resin denture base Immediate mandibular partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Immediate maxillary partial denture, flexible base	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$978 \$978 \$978 \$978 \$978 \$978	No BenefitNo Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5212 D5213 D5214 D5221 D5223 D5224 D5225 D5226 D5226 D5227 D5228 D5282	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Immediate mandibular partial denture, flexible base Maxillary partial denture, flexible base Immediate maxillary partial denture, flexible base Immediate maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Immediate maxillary partial denture, flexible base Immediate maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Removable unilateral partial denture, one piece cast metal, maxillary Removable unilateral partial denture, one piece flexible base, per	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$978 \$978 \$978 \$978 \$978 \$978	No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5224 D5225 D5226 D5226 D5227 D5228 D5282 D5283 D5283 D5284	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base Maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Removable unilateral partial denture, one piece cast metal, maxillary Removable unilateral partial denture, one piece flexible base, per quadrant	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$978 \$978 \$978 \$978 \$978 \$978 \$976 \$1084 \$976 \$1084 \$551 \$551 \$551	No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5223 D5224 D5225 D5226 D5225 D5226 D5227 D5228 D5283 D5283 D5284 D5286	ine: All Copayments exclude the cost of noble and precious metals. An adaterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, mandibular Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, cast metal framework, resin denture base Immediate mandibular partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Immediate mandibular partial denture, flexible base Removable unilateral partial denture, one piece cast metal, maxillary Removable unilateral partial denture, one piece resin, per quadrant Removable unilateral partial denture, one piece resin, per quadrant	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$978 \$978 \$978 \$978 \$978 \$978 \$978 \$976 \$1084 \$976 \$1084 \$551 \$551 \$551	No Benefit No Benefit
REMO' Guideli these m D5110 D5120 D5130 D5140 D5211 D5212 D5213 D5214 D5221 D5222 D5223 D5224 D5225 D5226 D5226 D5227 D5228 D5282 D5283 D5283 D5284	ine: All Copayments exclude the cost of noble and precious metals. An ad aterials are used. Complete denture, maxillary Complete denture, mandibular Immediate denture, mandibular Maxillary partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, resin base Mandibular partial denture, cast metal, resin base Mandibular partial denture, cast metal, resin base Immediate maxillary partial denture, resin base Immediate maxillary partial denture, resin base Immediate mandibular partial denture, resin base Immediate mandibular partial denture, cast metal framework, resin denture base Maxillary partial denture, flexible base Maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Maxillary partial denture, flexible base Immediate mandibular partial denture, flexible base Removable unilateral partial denture, one piece cast metal, maxillary Removable unilateral partial denture, one piece flexible base, per quadrant	\$913 \$913 \$983 \$983 \$705 \$705 \$978 \$978 \$705 \$705 \$705 \$978 \$978 \$978 \$978 \$978 \$978 \$976 \$1084 \$976 \$1084 \$551 \$551 \$551	No Benefit No Benefit

DC ML-Adult-Preventive-Dental-SOB(01-24)

		Member Fixed	
CDT		Copayment	Member
Code	Description	General	Copayment
		Dentist	Specialist
D5422	Adjust partial denture, mandibular	\$85	No Benefit
D5511	Repair broken complete denture base, mandibular	\$109	No Benefit
D5512	Repair broken complete denture base, maxillary	\$109	No Benefit
D5520	Replace missing or broken teeth, complete denture	\$83	No Benefit
D5611	Repair resin partial denture base, mandibular	\$110	No Benefit
D5612	Repair resin partial denture base, maxillary	\$110	No Benefit
D5621	Repair cast partial framework, mandibular	\$159	No Benefit
D5622	Repair cast partial framework, maxillary	\$159	No Benefit
D5630	Repair or replace broken retentive clasping materials, per tooth	\$150	No Benefit
D5640	Replace broken teeth, per tooth	\$95	No Benefit
D5650	Add tooth to existing partial denture	\$141	No Benefit
D5660	Add clasp to existing partial denture, per tooth	\$173	No Benefit
D5670	Replace all teeth & acrylic on cast metal frame, maxillary	\$604	No Benefit
D5671	Replace all teeth & acrylic on cast metal frame, mandibular	\$604	No Benefit
D5710	Rebase complete maxillary denture	\$372	No Benefit
D5711	Rebase complete mandibular denture	\$357	No Benefit
D5720	Rebase maxillary partial denture	\$286	No Benefit
D5721	Rebase mandibular partial denture	\$286	No Benefit
D5725	Rebase hybrid prosthesis	\$372	No Benefit
D5730	Reline complete maxillary denture, direct	\$231	No Benefit
D5731	Reline complete mandibular denture, direct	\$232	No Benefit
D5740	Reline maxillary partial denture, direct	\$229	No Benefit
D5741	Reline mandibular partial denture, direct	\$229	No Benefit
D5750	Reline complete maxillary denture, indirect	\$281	No Benefit
D5751	Reline complete mandibular denture, indirect	\$279	No Benefit
D5760	Reline maxillary partial denture, indirect	\$270	No Benefit
D5761	Reline mandibular partial denture, indirect	\$269	No Benefit
D5765	Soft liner for complete or partial removable denture, indirect	\$50	No Benefit
D5810	Interim complete denture, maxillary	\$593	No Benefit
D5811	Interim complete denture, maximuly	\$432	No Benefit
D5820	Interim partial denture, maxillary	\$458	No Benefit
D5820	Interim partial denture, mandibular	\$463	No Benefit
D5850	Tissue conditioning, maxillary	\$130	No Benefit
D5850	Tissue conditioning, maximaly Tissue conditioning, mandibular	\$130	No Benefit
	PROSTHODONTICS	ψ151	110 Benefit
D6210	Pontic, cast high noble metal	\$659	No Benefit
D6210	Pontic, cast predominantly base metal	\$674	No Benefit
D6211	Pontic, cast noble metal	\$633	No Benefit
D6212 D6214	Pontic, titanium, and titanium alloys	\$617	No Benefit
D6240	Pontic, porcelain fused to high noble metal	\$815	No Benefit
D6240	Pontic, porcelain fused to high hole metal Pontic, porcelain fused to predominantly base metal	\$705	No Benefit
D6241	Pontic, porcelain fused to predominantly base mean	\$733	No Benefit
D6242	Pontic, porcelain fused to itoble metal Pontic, porcelain fused to titanium and titanium alloys	\$617	No Benefit
D6245	Pontic, porcelain/ceramic	\$800	No Benefit
D6250	Pontic, resin with high noble metal	\$805	No Benefit
D6251	Pontic, resin with predominantly base metal	\$764	No Benefit
D6252	Pontic, resin with noble metal	\$774	No Benefit
10232		Ψ//Τ	NO DUICIII

DC ML-Adult-Preventive-Dental-SOB(01-24)

		Member Fixed		
CDT	Description	Copayment	Member	
Code	Description	General	Copayment	
		Dentist	Specialist	
D6545	Retainer, cast metal for resin bonded fixed prosthesis	\$292	No Benefit	
D6548	Retainer, porcelain/ceramic, resin bonded fixed prosthesis	\$519	No Benefit	
D6549	Resin retainer, for resin bonded fixed prosthesis	\$292	No Benefit	
D6600	Retainer inlay, porcelain/ceramic, two surfaces	\$432	No Benefit	
D6601	Retainer inlay, porcelain/ceramic, three or more surfaces	\$460	No Benefit	
D6602	Retainer inlay, cast high noble metal, two surfaces	\$456	No Benefit	
D6603	Retainer inlay, cast high noble metal, three or more surfaces	\$505	No Benefit	
D6604	Retainer inlay, cast base metal, two surfaces	\$456	No Benefit	
D6605	Retainer inlay, cast base metal, three or more surfaces	\$436	No Benefit	
D6606	Retainer inlay, cast noble metal, two surfaces	\$415	No Benefit	
D6607	Retainer inlay, cast noble metal, three or more surfaces	\$460	No Benefit	
D6608	Retainer onlay, porcelain/ceramic, two surfaces	\$472	No Benefit	
D6609	Retainer onlay, porcelain/ceramic, three or more surfaces	\$495	No Benefit	
D6610	Retainer onlay, cast high noble metal, two surfaces	\$541	No Benefit	
D6611	Retainer onlay, cast high noble metal, three or more surfaces	\$592	No Benefit	
D6612	Retainer onlay, cast base metal, two surfaces	\$465	No Benefit	
D6613	Retainer onlay, cast base metal, three or more surfaces	\$516	No Benefit	
D6614	Retainer onlay, cast noble metal, two surfaces	\$490	No Benefit	
D6615	Retainer onlay, cast noble metal three or more surfaces	\$541	No Benefit	
D6624	Retainer inlay, titanium	\$505	No Benefit	
D6634	Retainer onlay, titanium	\$592	No Benefit	
D6710	Retainer crown, indirect resin based composite	\$276	No Benefit	
D6720	Retainer crown, resin with high noble metal	\$807	No Benefit	
D6721	Retainer crown, resin with predominantly base metal	\$719	No Benefit	
D6722	Retainer crown, resin with noble metal	\$752	No Benefit	
D6740	Retainer crown, porcelain/ceramic	\$800	No Benefit	
D6750	Retainer crown, porcelain fused to high noble metal	\$690	No Benefit	
D6751	Retainer crown, porcelain fused to predominantly base metal	\$617	No Benefit	
D6752	Retainer crown, porcelain fused to noble metal	\$647	No Benefit	
D6753	Retainer crown, porcelain fused to titanium and titanium alloys	\$733	No Benefit	
D6780	Retainer crown, <sup>3</sup> / <sub>4</sub> cast high noble metal	\$782	No Benefit	
D6781	Retainer crown, <sup>3</sup> / <sub>4</sub> cast predominantly base metal	\$611	No Benefit	
D6782	Retainer crown, <sup>3</sup> / <sub>4</sub> cast noble metal	\$624	No Benefit	
D6783	Retainer crown, <sup>3</sup> / <sub>4</sub> porcelain/ceramic	\$873	No Benefit	
D6784	Retainer crown <sup>3</sup> / <sub>4</sub> , titanium and titanium alloys	\$733	No Benefit	
D6790	Retainer crown, full cast high noble metal	\$729	No Benefit	
D6791	Retainer crown, full cast predominantly base metal	\$649	No Benefit	
D6792	Retainer crown, full cast noble metal	\$678	No Benefit	
D6794	Retainer crown, titanium and titanium alloys	\$733	No Benefit	
D6930	Re-cement or re-bond fixed partial denture	\$95	No Benefit	
D6940	Stress breaker	\$221	No Benefit	
D6980	Fixed partial denture repair, restorative material failure	\$222	No Benefit	
	ORAL AND MAXILLOFACIAL SURGICAL SERVICES			
D7111	Extraction, coronal remnants, primary tooth	\$78	\$92	
D7140	Extraction, erupted tooth or exposed root	\$90	\$105	
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning	\$161	\$190	
	of tooth			

CDT Code	Description	Member Fixed Copayment General Dentist	Member Copayment Specialist
D7220	Removal of impacted tooth, soft tissue	\$198	\$233
D7230	Removal of impacted tooth, partially bony	\$270	\$319
D7240	Removal of impacted tooth, completely bony	\$319	\$375
D7241	Removal impacted tooth, complete bony, complication	\$392	\$463
D7250	Removal of residual tooth roots (cutting procedure)	\$180	\$215
D7251	Coronectomy, intentional partial tooth removal	\$392	\$463
D7260	Oroantral fistula closure	\$487	\$575
D7261	Primary closure of a sinus perforation	\$200	\$575
D7270	Tooth reimplantation and/or stabilization, accident	\$301	\$356
D7280	Exposure of an unerupted tooth	\$337	\$399
D7282	Mobilization of erupted/malpositioned tooth	\$104	\$227
D7283	Placement, device to facilitate eruption, impaction	\$73	\$140
D7285	Incisional biopsy of oral tissue, hard (bone, tooth)	\$212	\$249
D7286	Incisional biopsy of oral tissue, soft	\$199	\$233
D7287	Exfoliative cytological sample collection	\$43	\$76
D7288	Brush biopsy, transepithelial sample collection	\$43	\$76
D7291	Transseptal fiberotomy/supra crestal fiberotomy, by report	\$153	\$183
D7292	Surgical placement: temporary anchorage device (screw retained Plate) requiring flap	\$1210	No Benefit
D7293	Surgical placement: temporary anchorage device requiring flap	\$967	No Benefit
D7294	Surgical placement: temporary anchorage device without flap	\$726	No Benefit
D7310	Alveoloplasty in conjunction with extractions. four or more teeth per quadrant	\$162	\$191
D7311	Alveoloplasty in conjunction with extractions, one to three teeth per quadrant	\$140	\$166
D7320	Alveoloplasty without extractions, four or more teeth per quadrant	\$208	\$245
D7321	Alveoloplasty without extractions, one to three teeth per quadrant	\$43	\$91
D7410	Excision of benign lesion up to 1.25 cm	\$203	\$241
D7411	Excision of benign lesion greater than 1.25 cm	\$200	\$234
D7412	Excision of benign lesion, complicated	\$278	\$326
D7450		\$284	\$334
D7451	Removal of benign odontogenic cyst/tumor greater than 1.25cm	\$357	\$422
D7460	Removal of benign nonodontogenic cyst/tumor up to 1.25cm	\$273	\$321
D7461	Removal of benign nonodontogenic cyst/tumor greater than 1.25cm	\$386	\$456
D7471	Removal of lateral exostosis, maxilla or mandible	\$339	\$400
D7472	Removal of torus palatinus	\$284	\$336
D7473	Removal of torus mandibularis	\$293	\$346
D7485	Reduction of osseous tuberosity	\$321	\$379
D7510	Incision & drainage of abscess, intraoral soft tissue	\$117	\$137
D7510	Incision & drainage of abscess, intraoral soft tissue, complicated	\$244	\$281
D7520	Incision & drainage of abscess, intraoral soft tissue	\$244	\$287
D7520	Incision & drainage of abscess, extraoral soft tissue, complicated	\$170	\$195
D7521	Remove foreign body, mucosa, skin, tissue	\$170	\$201
D7550	Partial ostect/sequestrect non-vital bone removal	\$284	\$337
D7910	Suture of recent small wounds up to 5 cm	\$266	\$313
D7910 D7911	Complicated suture, up to 5 cm	\$200	\$259
D7922	Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site	\$25	\$25

DC ML-Adult-Preventive-Dental-SOB(01-24)

CDT Code	Description	Member Fixed Copayment General Dentist	Member Copayment Specialist
D7961	Buccal/labial frenectomy (frenulectomy)	\$287	\$339
D7962	Lingual frenectomy (frenulectomy)	\$287	\$339
D7963	Frenuloplasty	\$107	\$265
D7970	Excision of hyperplastic tissue, per arch	\$492	\$582
D7971	Excision of pericoronal gingiva	\$243	\$286
D7972	Surgical reduction of fibrous tuberosity	\$84	\$200
D7979	Nonsurgical sialolithotomy	\$32	\$81
ORTHC	DONTIC SERVICES		
D8070	Comprehensive orthodontic treatment of the transitional dentition	No Benefit	\$3,990
D8080	Comprehensive orthodontic treatment of the adolescent dentition	No Benefit	\$4,132
D8090	Comprehensive orthodontic treatment of the adult dentition	No Benefit	\$4,417
D8660	Pre-orthodontic treatment examination to monitor growth and development	No Benefit	\$499
D8670	Periodic orthodontic treatment visit	No Benefit	\$142
D8680	Orthodontic retention (removal of appliances, construction and	No Benefit	\$516
	placement of retainer(s))		
	CTIVE GENERAL SERVICES		
D9110	Palliative treatment of dental pain, per visit	\$32	\$81
D9210	Local anesthesia not in conjunction, operative or surgical procedures	\$0	No Benefit
D9211	Regional block anesthesia	\$0	No Benefit
D9212	Trigeminal division block anesthesia	\$0	No Benefit
D9215	Local anesthesia in conjunction with operative or surgical procedures	\$0	No Benefit
D9219	Evaluation for moderate sedation, deep sedation or general anesthesia	\$0	No Benefit
D9222	Deep sedation/general anesthesia, first 15 minute increment	\$66	\$147
D9223	Deep sedation/general anesthesia, each subsequent 15 minute increment	\$66	\$147
D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	\$39	\$44
D9239	Intravenous moderate (conscious) sedation/analgesia, first 15 minute increment	\$66	\$147
D9243	Intravenous moderate (conscious) sedation/analgesia, each subsequent 15 minute increment	\$66	\$147
D9310	Consultation, other than requesting dentist	\$64	\$104
D9440	Office visit - after regularly scheduled hours	\$29	\$120
D9613	Infiltration of sustained release therapeutic drug, per quadrant	\$205	\$205
D9910	Application of desensitizing medicament	\$32	\$65
D9930	Treatment of complications, post surgical, unusual circumstances, by report	\$52	\$52
D9942	Repair and/or reline of occlusal guard	\$57	\$109
D9944	Occlusal guard, hard appliance, full arch	\$365	\$561
D9945	Occlusal guard, soft appliance, full arch	\$365	\$561
D9946	Occlusal guard, hard appliance, partial arch	\$365	\$561
D9950	Occlusion analysis, mounted case	\$183	\$183
D9951	Occlusal adjustment, limited	\$95	\$124
D9952	Occlusal adjustment, complete	\$402	\$645
D9986	Missed appointment	\$50	\$50
D9995	Teledentistry, synchronous; real-time encounter	\$0	\$0
D9996	Teledentistry, asynchronous; information stored and forwarded to dentist for subsequent review	\$0	\$0
D9997	Dental case management, patients with special health care needs	\$50	\$50

# District of Columbia Large Group Agreement and Evidence of Coverage

# Kaiser Permanente Smile Kids ML Dental EPO 2024 Dental Plan Rider

Under this Dental Rider ("Rider"), members until the end of the month they turn 19 years old are eligible for Dental Benefits as of the effective date of the Group Agreement. This coverage will end on the date your Agreement terminates or when you are no longer eligible.

The Covered Dental Services on this Rider are added to the Group Evidence of Coverage (EOC) in consideration of the Group's application and payment of premium for such Services.

# Definitions

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

**Annual Maximum:** The maximum dollar amount listed on the Schedule of Dental Benefits that the Plan will pay toward the cost of Covered Dental Services within a Contract Year.

**Coinsurance:** The percentage listed on the Schedule of Dental Benefits that the member is responsible for paying to the Participating Dental Provider.

**Covered Dental Services:** A set of dental services that can include a range of diagnostic, preventive, restorative, endodontic, periodontic, prosthetic, orthodontic and oral surgery services that are benefits under this Rider.

**Deductible:** The amount listed on the Schedule of Dental Benefits the member pays out-of-pocket before the plan covers benefits.

**Dental Administrator:** The entity that provides or arranges for the provision of Covered Dental Services on behalf of the Health Plan. The name and information about the Dental Administrator can be found under "General Provisions" below.

**Dental Specialist:** A dentist that has received advanced training in one of the dental specialties approved by the American Dental Association, and practices as a specialist. Dental specialties include Endodontists, Oral Surgeon, Periodontists and Pediatric Dentists.

**General Dentist:** A dentist who provides your basic care and coordinates the care you need from other dental specialty providers.

**Maximum Allowable Charge:** A limitation on the billed charge, as determined by the Plan, by geographic area where the expenses are incurred and may not be less than the negotiated fee for the same service when provided by a Participating Dental Provider. Non-Participating Dental Providers will be reimbursed at the same rate of reimbursement as Participating Dental Providers.

**Member Copayments:** The amount listed on the Schedule of Benefits that is charged to a member at the time of service for covered dental plan benefits. Member Copayments are directly paid to the Participating Dental Provider at the time services are received. The Participating Dental Provider has agreed to accept that Member Copayment as payment in full of the Member's responsibility for that procedure. The Health Plan nor Dental Administrator are responsible for the payment of Member Copayments or for any fees

# District of Columbia Large Group Agreement and Evidence of Coverage

incurred as the result of receipt of non-Covered Dental Services or any other non-covered dental service. Member Copayments subject to change effective January 1 of each year. Participating Dental Providers have agreed to accept Member Copayments as payment in full of the Member's responsibility for that procedure.

**Non-Participating Dental Provider or Out-of-Network Dentist:** A licensed dentist who has not entered into an agreement with the Dental Administrator for the purposes of supplying dental services to Members. When an Out-of-Network Dentist is selected for care, and your plan does not include Out-of-Network benefits, Covered Dental Services for Out-of-Network benefits will not be covered, and you will be responsible for the entire cost.

**Participating Dental Provider or In-Network Dentist:** A licensed dentist who has signed a contract with the Dental Administrator to provide Covered Dental Services to our members following the Dental Administrator's guidelines and criteria. When a Participating Dental Provider is selected for care, Covered Dental Services for "In-Network" benefits will apply.

# **General Provisions**

As a current Kaiser Permanente Member under this Plan, the Dental Administrator agrees to provide and arrange Dental Benefits following the terms, conditions, limitations, and exclusions specified in this Agreement and Rider.

This Rider includes a Schedule of Dental Benefits, which lists what you will be charged for each Covered Dental Service you receive. The Schedule of Dental Benefits will also explain whether your plan includes Out-of-Network benefits in addition to In-Network benefits.

You have the freedom to select any General Dentist from our network. Your covered family members may select the same or a different General Dentist. Your General Dentist will refer you to a Dental Specialist in our network.

To find a dentist in your area, you can go to our website at <u>www.kp.org</u> or call us toll-free at 1-888-798-9868 or TTY: 1-877-855-8039 Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time (EST). Once you find a Participating Provider, you can call the office to schedule an appointment. The dental office will contact us to verify your eligibility. Be sure to identify yourself as a Kaiser member when you call the dentist for an appointment. We also suggest that you take this information with you when you go to your appointment. You can then reference benefits and applicable charges which are the out-of-pocket costs associated with your plan.

## Alternate Treatment

If a condition can be corrected or treated by a professionally acceptable service at a lower cost, your plan will cover the lower-cost service. If you decide to choose a more costly service or treatment, you will be responsible for the difference in cost. Alternate benefits may include, but are not limited to, the use of porcelain or gold, crowns, inlays, fixed partial dentures, and removable complete and partial dentures.

# District of Columbia Large Group Agreement and Evidence of Coverage

## **Dental Administrator**

The Health Plan has entered into an agreement with LIBERTY Dental Plan Corporation (LIBERTY), to supply Covered Dental Services as described in this Dental Rider. For assistance concerning dental coverage questions or for help finding a Participating Dental Provider, you can go to our website at <u>www.kp.org</u>, or call us toll-free 1-888-798-9868 or TTY: 1-877-855-8039, Monday through Friday from 8 a.m. to 8 p.m. (Eastern Standard Time (EST).

## **Specialist Referrals**

## Participating Specialist Referrals

Your General Dentist may recommend a Specialist if the services are medically necessary and out of the scope of general dentistry. If your General Dentist requires you to get covered services from a Specialist, you may directly refer to a Specialist in our network. This Rider includes a Schedule of Dental Benefits, which lists what you will be charged for each Covered Dental Service you receive.

## **Non-Participating Specialist Referrals**

Benefits may be provided for referrals to Non-Participating Dental Provider specialists when you have been diagnosed by a Participating Dental Provider with a condition or disease that requires care from a dental specialist, and:

- 1. The Dental Administrator does not have a Participating Dental Provider who possesses the professional training and expertise to treat the condition or disease; or
- 2. The Dental Administrator is not able to provide reasonable access to a Participating Dental Provider with the professional training and expertise to treat the condition or disease without unreasonable delay or travel.

The Member's Cost Share will be calculated as if the Non-Participating Dental Provider specialist rendering the Covered Dental Services were a Participating Dental Provider.

## **Extension of Benefits**

In those instances when your coverage with the Health Plan has terminated, we will extend Covered Dental Services, without payment of premium, in the following instances:

- 1. If you are in the midst of a course of covered dental treatment at the time your coverage ends, we will continue to supply benefits, following this Agreement and Dental Rider in effect at the time your coverage ended, for a period of ninety (90) days following the date your coverage ended.
- 2. If you are in the midst of a course of covered orthodontic treatment at the time your coverage ends, we will continue to supply benefits, following this Agreement and Dental Rider in effect at the time your coverage ended, for a period of:
  - a. Sixty (60) days following the date your coverage ended, if the orthodontist has agreed to or is receiving monthly payments; or
  - b. Until the later of sixty (60) days following the date your coverage ended, or the end of the quarter in progress, if the orthodontist has agreed to accept or is receiving payments on a quarterly basis.

# District of Columbia Large Group Agreement and Evidence of Coverage

To assist us, if you believe you qualify under this "Extension of Benefits" provision, please notify us in writing.

### **Extension of Benefits Limitations**

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

- 1. When coverage ends because of your failure to pay premium;
- 2. When coverage ends as the result of you committing fraud or material misrepresentation;
- 3. When coverage is provided by another health plan and that health plan's coverage:
  - a. Is provided at a cost to you that is less than or equal to the cost to you of the extended benefit available under this Rider; and
  - b. Will not result in an interruption of the Covered Dental Services you are receiving.

## **Dental Emergencies**

### **Out of Service Area**

When a dental emergency occurs when you are more than fifty (50) miles from your General Dentist, the Dental Administrator will reimburse you for the reasonable charges for Covered Dental Services that may be provided, less any discounted fee, upon proof of payment, not to exceed \$100 per incident. Proof of loss must be submitted to the Dental Administrator within ninety (90) days of treatment. Proof of loss should be mailed to:

LIBERTY Dental Plan Claims Department P.O. Box 15149 Tampa, FL 33684-5149

Coverage is provided for emergency dental treatment as may be required to alleviate pain, bleeding, or swelling. Coverage is limited to those procedures not excluded under Plan limitations and exclusions. You must receive all post-emergency care from your Participating Dental Provider.

Failure to provide proof of loss for a dental emergency, or as may be required under "Non-Participating Specialist Referrals," within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the proof within the required time, if the proof is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than one (1) year from the time proof is otherwise required.

## Within Service Area

When you have a dental emergency within the Service Area but are unable to make arrangements to receive care through your General Dentist, contact the Dental Administrator at 1-888-798-9868 or TTY: 1-877-855-8039, Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time (EST) for assistance in locating another Participating Dental Provider.

## **Submission of Claims**

When you receive Covered Dental Services from a Non-Participating Dental Provider, the Dental Administrator will reimburse the Non-Participating Provider directly. If the Member has already paid the

## District of Columbia Large Group Agreement and Evidence of Coverage

charges, the Dental Administrator will reimburse the Member (upon proof of payment) instead of paying the provider directly for Covered Dental Services that may have been provided.

The Dental Administrator will accept a recognized ADA claim form from the dental provider's office. Claims can be submitted to:

> LIBERTY Dental Plan Claims Department P.O. Box 15149 Tampa, FL 33684-5149

A claim form is available to download at <u>www.kp.org</u>. Once you have completed the claim form, you must include any copies of all itemized bills and proof of payment.

If you do not receive the claim form within fifteen (15) days after you notified the Dental Administrator, you may submit written proof of the occurrence, character, and extent of the loss for which the claim is made, including any copies of itemized bills and proof of payment.

All itemized bills and/or proof of payment must be submitted within one (1) year of the date of service. Failure to submit the itemized bill and/or proof of payment within the one-year period does not invalidate or reduce Benefits payable if it was not reasonably possible for you to submit the itemized bills and/or proof of payment within the one-year period. If you submit the itemized bill and/or proof of payment as soon as reasonably possible and, except in the absence of legal capacity, no later than two (2) years from the time proof is otherwise required, Benefits will be payable.

Benefits payable under the Group Evidence of Coverage for any loss will be paid within the time required by state regulations after receipt of written proof of loss. If the Dental Administrator fails to pay a claim within the time required by state regulations, it will pay interest from the date on which payment is required to the date the claim is paid. If a claim is denied in whole or in part, the written notice of the denial will contain the reasons for denial and reference to the pertinent provisions of the Group Evidence of Coverage and this Rider.

## Appeals

If a claim is denied, you or your Authorized Representative may file an appeal with the Dental Administrator in accordance with the "Filing Claims, Appeals and Grievances" section of the Group Evidence of Coverage.

Submit your Appeal to:

LIBERTY Dental Plan Attn: Grievances and Appeals Quality Management Department PO BOX 26110 Santa Ana, CA 92799-6110

# District of Columbia Large Group Agreement and Evidence of Coverage

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

By: \_\_\_\_\_\_ Gracelyn McDermott Vice President, Marketing, Sales & Business Development

## Kaiser Permanente Smile Kids ML Dental Copay EPO 2024 Schedule of Dental Benefits

This Schedule of Dental Benefits lists procedures covered under your Dental Plan. These services are available to members until the end of the month they turn 19 years old as of the effective date of your Agreement.

You must visit a contracted dental office to utilize covered benefits. For services performed by a Dental Specialist, your dental office will initiate a treatment plan or recommend you see a participating Dental Specialist if the services are medically necessary and outside the scope of general dentistry. You may directly refer to a participating Dental Specialist in the network. For information on locating a Participating Dental Provider, please contact us Toll Free at 1-888-798-9868 or TTY: 1-877-855-8039, Monday through Friday, 8 a.m. to 8 p.m. Eastern Standard Time (EST).

This Schedule does not guarantee benefits. All services are subject to eligibility and dental necessity at the time of service.

Covered Dental Services are limited to the least costly treatment. Dental procedures not listed are available at the dental office's usual and customary fee. Prior Authorization is required for covered dental services provided in a hospital setting. Services must be pre-authorized and coordinated by both Kaiser and the Dental Administrator before services are rendered. Services delivered to the patient on the date of service are documented separately using applicable procedure codes.

#### Annual Out-of-Pocket Maximum

Any Member Copayment you pay for covered dental services will accrue towards your medical plan's Outof-Pocket Maximum. You will not be charged more than the amount of your Out-of-Pocket Maximum for any Covered Dental Services. Please refer to your medical plan for specific details.

CDT Code	Description	Member Copayment	Limitations
OFFICE VISIT			
	Office Visit	\$30	
DIAGNOSTIC S	ERVICES		
D0120	Periodic oral evaluation	\$0	2of (D0120, D0145, D0150) every 12 months;
D0140	Limited oral evaluation	\$0	
D0145	Oral evaluation under age 3	\$0	2 of (D0120, D0145, D0150, every 12 months;
D0150	Comprehensive oral evaluation	\$0	2of (D0120, D0145, D0150) every 12 months;
D0160	Oral evaluation, problem focused	\$0	
D0170	Re-evaluation, limited, problem focused	\$0	
D0180	Comprehensive periodontal evaluation	\$0	
D0210	Intraoral, comprehensive series of radiographic images	\$26	

CDT Code	Description	Member Copayment	Limitations
D0220	Intraoral, periapical, first radiographic image	\$0	
D0230	Intraoral, periapical, each add'l radiographic image	\$0	
D0240	Intraoral, occlusal radiographic image	\$0	
D0250	Extra-oral 2D projection radiographic image, stationary radiation source	\$0	
D0270	Bitewing, single radiographic image	\$0	
D0272	Bitewings, two radiographic images	\$0	
D0273	Bitewings, three radiographic images	\$0	
D0274	Bitewings, four radiographic images	\$0	
D0277	Vertical bitewings, 7 to 8 radiographic images	\$0	
D0310	Sialography	\$370	
D0320	TMJ arthrogram, including injection	\$562	
D0321	Other TMJ radiographic images, by report	\$120	
D0330	Panoramic radiographic image	\$30	
D0340	2D cephalometric radiographic image, measurement and analysis	\$0	
D0350	2D oral/facial photographic image, intra- orally/extra-orally	\$0	
D0351	3D photographic image	\$0	
D0391	Interpretation, diagnostic image by a practitioner, not associated with image, including report	\$0	Only billable when D0701-D0709 was previously billed
D0460	Pulp vitality tests	\$0	
D0470	Diagnostic casts	\$0	
D0486	Accession of transepithelial cytologic sample, prep, written report	\$0	
D0600	Non-ionizing diagnostic procedure capable of quantifying, monitoring, and recording changes in structure of enamel, dentin, and cementum	\$0	
D0601	Caries risk assessment and documentation, with a finding of low risk	\$0	
D0602	Caries risk assessment and documentation, with a finding of moderate risk	\$0	
D0603	Caries risk assessment and documentation, with a finding of high risk	\$0	
D0701	Panoramic radiographic image, image capture only	\$0	
D0702	2-D cephalometric radiographic image, image capture only	\$0	
D0703	2-D oral/facial photographic image obtained intra-orally or extra-orally, image capture only	\$0	
D0705	Extra-oral posterior dental radiographic image, image capture only	\$0	
D0706	Intraoral, occlusal radiographic image, image capture only	\$0	

CDT Code	Description	Member Copayment	Limitations
D0707	Intraoral, periapical radiographic image, image capture only	\$0	
D0708	Intraoral, bitewing radiographic image, image capture only	\$0	
D0709	Intraoral, comprehensive series of radiographic images, image capture only	\$0	
PREVENTIV			
D1110	Prophylaxis, adult	\$0	2 of (D1110, D1120) every 12months
D1120	Prophylaxis, child	\$0	2 of (D1110, D1120) every 12months
D1206	Topical application of fluoride varnish	\$0	2 of (D1206, D1208) every12 months
D1208	Topical application of fluoride, excluding varnish	\$0	2 of (D1206, D1208) every 12months
D1310	Nutritional counseling for control of dental disease	\$0	
D1320	Tobacco counseling, control/prevention oral disease	\$0	
D1321	Counseling for the control and prevention of adverse oral, behavioral, and systemic health effects associated with high-risk substance use	\$0	
D1330	Oral hygiene instruction	\$0	
D1351	Sealant, per tooth	\$21	1 (D1351,D1352) per tooth every 36 months, 1st, 2nd, 3rd molar teeth
D1352	Preventive resin restoration, permanent tooth	\$21	1 (D1351,D1352) per tooth every 36 months, 1st, 2nd, 3rd molar teeth
D1354	Application of caries arresting medicament, per tooth	\$0	1 (D1354) per tooth no more than once per primary tooth in a lifetime
D1355	Caries preventive medicament application, per tooth	\$21	
D1510	Space maintainer, fixed, unilateral, per quadrant	\$143	1 of (D1510, D1516, D1517, D1520, D1526 or D1527 every 12 months, per arch or per quadrant; 1 of (D1575) every 24 months
D1516	Space maintainer, fixed, bilateral, maxillary	\$198	1 of (D1510, D1516, D1517, D1520, D1526 or D1527 every 12months, per arch or per quadrant; 1 of (D1575) every 24 months
D1517	Space maintainer, fixed, bilateral, mandibular	\$198	1 of (D1510, D1516, D1517, D1520, D1526 or D1527 every 12 months, per arch or per quadrant; 1 of (D1575) every 24 months
D1520	Space maintainer, removable, unilateral, per quadrant	\$143	1 of (D1510, D1516, D1517, D1520, D1526 or D1527 every 12 months, per arch or per quadrant; 1 of (D1575) every 24 months
D1526	Space maintainer, removable, bilateral, maxillary	\$198	1 of (D1510, D1516, D1517, D1520, D1526 or D1527 every 12 months, per arch or per quadrant; 1 of (D1575) every 24 months

CDT Code	Description	Member Copayment	Limitations
D1527	Space maintainer, removable, bilateral, mandibular	\$198	1 of (D1510, D1516, D1517, D1520, D1526 or D1527 every 12 months, per arch or per quadrant; 1 of (D1575) every 24 months
D1551	Re-cement or re-bond bilateral space maintainer, maxillary	\$34	
D1552	Re-cement or re-bond bilateral space maintainer, mandibular	\$34	
D1553	Re-cement or re-bond unilateral space maintainer, per quadrant	\$34	
D1556	Removal of fixed unilateral space maintainer – per quadrant	\$44	
D1557	Removal of fixed bilateral space maintainer – maxillary	\$44	
D1558	Removal of fixed bilateral space maintainer – mandibular	\$44	
D1575	Distal shoe space maintainer, fixed, per quadrant	\$143	1 of (D1510, D1516, D1517, D1520, D1526 or D1527 every 12 months, per arch or per quadrant; 1 of (D1575) every 24 months
RESTORATI	VE SERVICES		· · · ·
		1	1
D2140	Amalgam, one surface, primary or permanent	\$41	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2150	Amalgam, two surfaces, primary or permanent	\$51	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2160	Amalgam, three surfaces, primary or permanent	\$64	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2161	Amalgam, four or more surfaces, primary or permanent	\$78	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2330	Resin-based composite, one surface, anterior	\$69	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2331	Resin-based composite, two surfaces, anterior	\$83	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2332	Resin-based composite, three surfaces, anterior	\$99	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2335	Resin-based composite, four or more surfaces, involving incisal angle	\$119	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2390	Resin-based composite crown, anterior	\$192	1 (D2390) per tooth every 12 months
D2391	Resin-based composite, one surface, posterior	\$73	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2392	Resin-based composite, two surfaces, posterior	\$87	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2393	Resin-based composite, three surfaces, posterior	\$102	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months
D2394	Resin-based composite, four or more surfaces, posterior	\$123	1 of (D2140-D2335, D2391-D2394) per tooth per surface every 12 months

CDT Code	Description	Member Copaym	L imitations
Guideline: S precious meta explain cover procedure. The metal crowns restorations a	Single Crowns – Payable at the least expensive covered als for all teeth. An additional fee will be charged if the red benefits as well as any elective differences in mater he benefit for anterior and pre-molar teeth; resin, porces are covered benefits for anterior and pre-molar teeth. are covered benefits for molar teeth. Crown and bridge resented in a single treatment plan.	material. ese materi rials and f elain and a The benef	Copayment excludes the cost of noble and als are used. Providers are required to ees prior to providing an elective upgraded my resin to base metal or porcelain to base fit for molar teeth; cast base metal
D2510	Inlay, metallic, one surface	\$407	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2520	Inlay, metallic, two surfaces	\$407	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2530	Inlay, metallic, three or more surfaces	\$425	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2542	Onlay, metallic, two surfaces	\$458	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2543	Onlay, metallic, three surfaces	\$524	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2544	Onlay, metallic, four or more surfaces	\$524	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2610	Inlay, porcelain/ceramic, one surface	\$427	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2620	Inlay, porcelain/ceramic, two surfaces	\$427	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2630	Inlay, porcelain/ceramic, three or more surfaces	\$445	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2642	Onlay, porcelain/ceramic, two surfaces	\$479	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2643	Onlay, porcelain/ceramic, three surfaces	\$499	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2644	Onlay, porcelain/ceramic, four or more surfaces	\$499	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2650	Inlay, resin-based composite, one surface	\$440	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months

CDT Code	Description	Member Copayment	Limitations
D2651	Inlay, resin-based composite, two surfaces	\$440	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2652	Inlay, resin-based composite, three or more surfaces	\$440	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2662	Onlay, resin-based composite, two surfaces	\$444	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2663	Onlay, resin-based composite, three surfaces	\$444	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2664	Onlay, resin-based composite, four or more surfaces	\$444	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2710	Crown, resin-based composite (indirect)	\$272	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2712	Crown, <sup>3</sup> / <sub>4</sub> resin-based composite (indirect)	\$485	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2720	Crown, resin with high noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2721	Crown, resin with predominantly base metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2722	Crown, resin with noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2740	Crown, porcelain/ceramic	\$560	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2750	Crown, porcelain fused to high noble metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2751	Crown, porcelain fused to predominantly base metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2752	Crown, porcelain fused to noble metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2753	Crown, porcelain fused to titanium and titanium alloys	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2780	Crown, <sup>3</sup> / <sub>4</sub> cast high noble metal	\$478	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months

CDT Code	Description	Member Copayment	Limitations
D2781	Crown, <sup>3</sup> / <sub>4</sub> cast predominantly base metal	\$478	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2782	Crown, <sup>3</sup> / <sub>4</sub> cast noble metal	\$478	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2783	Crown, <sup>3</sup> / <sub>4</sub> porcelain/ceramic	\$511	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2790	Crown, full cast high noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2791	Crown, full cast predominantly base metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2792	Crown, full cast noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2794	Crown, titanium and titanium alloys	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2910	Re-cement or re-bond inlay, onlay, veneer, or partial coverage	\$43	Not payable within 6 months of crown placement
D2915	Re-cement or re-bond indirectly fabricated/prefabricated post & core	\$82	
D2920	Re-cement or re-bond crown	\$43	Not payable within 6 months of crown placement
D2928	Prefabricated porcelain/ceramic crown, permanent tooth	\$560	1 of (D2928-D2934) per tooth every 36 months
D2929	Prefabricated stainless steel crown, primary tooth	\$560	1 (D2928 - D2934) per tooth every 36 months,
D2930	Prefabricated stainless steel crown, primary tooth	\$110	1 of (D2928 - D2934) per tooth every 36months,
D2931	Prefabricated stainless steel crown, permanent tooth	\$121	1 of (D2928 - D2934) per tooth every 36months, up to age 16
D2932	Prefabricated resin crown	\$140	1 of (D2928 - D2934) per tooth every 36 months, up to age 16
D2933	Prefabricated stainless steel crown with resin window	\$271	1 of (D2928 - D2934) per tooth every 36 months,
D2934	Prefabricated esthetic coated stainless steel crown, primary tooth	\$296	1 of (D2928 - D2934) per tooth every 36 months,
D2940	Protective restoration	\$39	
D2941	Interim therapeutic restoration, primary dentition	\$31	
D2950	Core buildup, including any pins when required	\$125	İ
D2951	Pin retention, per tooth, in addition to restoration	\$22	

CDT Code	Description	Member Copayment	Limitations
D2952	Post and core in addition to crown, indirectly fabricated	\$186	Covered as an alternate benefit of a prefabricated post and core
D2954	Prefabricated post and core in addition to crown	\$154	prefabilitated post and core
D2955	Post removal	\$105	
D2960	Labial veneer (resin laminate), direct	\$434	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2961	Labial veneer (resin laminate), indirect	\$601	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2962	Labial veneer (porcelain laminate), indirect	\$449	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D2980	Crown repair necessitated by restorative material failure	\$102	
D2981	Inlay repair necessitated by restorative material failure	\$102	
D2982	Onlay repair necessitated by restorative material failure	\$102	
D2983	Veneer repair necessitated by restorative material failure	\$102	
D2990	Resin infiltration of incipient smooth surface lesions	\$41	
ENDODONT	IC SERVICES		
D3110	Pulp cap, direct (excluding final restoration)	\$32	
D3120	Pulp cap, indirect (excluding final restoration)	\$32	
D3220	Therapeutic pulpotomy (excluding final restoration)	\$81	Not payable on same date of service as root canal therapy
D3221	Pulpal debridement, primary and permanent teeth	\$94	Not payable on same date of service as root canal therapy
D3222	Partial pulpotomy, apexogenesis, permanent tooth, incomplete root	\$160	
D3230	Pulpal therapy, anterior, primary tooth (excluding final restoration)	\$160	
D3240	Pulpal therapy, posterior, primary tooth (excluding finale restoration)	\$164	
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	\$341	1 of (D3310-D3330) in a lifetime, per tooth
D3320	Endodontic therapy, premolar tooth (excluding final restoration)	\$418	1 of (D3310-D3330) in a lifetime, per tooth
D3330	Endodontic therapy, molar tooth (excluding final restoration)	\$512	1 of (D3310-D3330) in a lifetime, per tooth
D3332	Incomplete endodontic therapy; inoperable, unrestorable, fractured tooth	\$183	
D3333	Internal root repair of perforation defects	\$105	
D3346	Retreatment of previous root canal therapy, anterior	\$387	

CDT Code	Description	Member Copayment	Limitations
D3347	Retreatment of previous root canal therapy, premolar	\$465	
D3348	Retreatment of previous root canal therapy, molar	\$558	
D3351	Apexification/recalcification, initial visit	\$202	
D3352	Apexification/recalcification, interim medication replacement	\$589	
D3353	Apexification/recalcification, final visit	\$449	
D3355	Pulpal regeneration, initial visit	\$202	
D3356	Pulpal regeneration, interim medication replacement	\$589	
D3357	Pulpal regeneration, completion of treatment	\$449	
D3410	Apicoectomy, anterior	\$323	
D3421	Apicoectomy, premolar (first root)	\$364	
D3425	Apicoectomy, molar (first root)	\$418	
D3426	Apicoectomy, (each additional root)	\$152	
D3428	Bone graft in conjunction with periradicular surgery, per tooth, single site	\$743	
D3429	Bone graft in conjunction with periradicular surgery, each add'l tooth, same site	\$582	
D3430	Retrograde filling, per root	\$119	
D3450	Root amputation, per root	\$234	
D3470	Intentional reimplantation (including necessary splinting)	\$718	
D3471	Surgical repair of root resorption, anterior	\$323	
D3472	Surgical repair of root resorption, premolar	\$364	
D3473	Surgical repair of root resorption, molar	\$418	
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption, anterior	\$323	
D3502	Surgical exposure of root surface without apicoectomy or repair of root resorption, premolar	\$364	
D3503	Surgical exposure of root surface without apicoectomy or repair of root resorption, molar	\$418	
D3920	Hemisection, not including root canal therapy	\$234	
D3921	Decoronation or submergence of an erupted tooth	\$100	
D3950	Canal preparation and fitting of preformed dowel or post	\$136	
PERIODON	TAL SERVICES		•
D4210	Gingivectomy or gingivoplasty, four or more teeth per quadrant	\$279	1 of (D4210-D4212) per site/quadrant every 36 months
D4211	Gingivectomy or gingivoplasty, one to three teeth per quadrant	\$100	1 of (D4210-D4212) per site/quadrant every 36 months
D4212	Gingivectomy or gingivoplasty, restorative procedure, per tooth	\$40	1 of (D4210-D4212) per site/quadrant every 36 months

CDT Code	Description	Member Copayment	Limitations
D4230	Anatomical crown exposure, four or more contiguous teeth per quadrant	\$454	
D4231	Anatomical crown exposure, one to three teeth per quadrant	\$424	
D4240	Gingival flap procedure, four or more teeth per quadrant	\$345	1 of (D4240) every 36 months
D4241	Gingival flap procedure, one to three teeth per quadrant	\$106	
D4249	Clinical crown lengthening, hard tissue	\$576	
D4260	Osseous surgery, four or more teeth per quadrant	\$499	1 of (D4260 or D4261) every 36 months
D4261	Osseous surgery, one to three teeth per quadrant	\$392	1 of (D4260 or D4261) every 36 months
D4263	Bone replacement graft, retained natural tooth, first site, quadrant	\$743	
D4264	Bone replacement graft, retained natural tooth, each additional site	\$582	
D4268	Surgical revision procedure, per tooth	\$358	
D4270	Pedicle soft tissue graft procedure	\$643	
D4273	Autogenous connective tissue graft procedure, first tooth	\$800	
D4274	Mesial/distal wedge procedure, single tooth	\$308	
D4277	Free soft tissue graft, first tooth	\$654	
D4278	Free soft tissue graft, each additional tooth	\$100	
D4322	Splint, intra-coronal; natural teeth or prosthetic crowns	\$427	
D4323	Splint, extra-coronal; natural teeth or prosthetic crowns	\$377	
D4341	Periodontal scaling and root planing, four or more teeth per quadrant	\$109	1 of (D4341, D4342) per site/ quadrant, every 24 months; no more than two (2) quadrants of periodontal scaling and root planing per appointment/per day are allowable
D4342	Periodontal scaling and root planing, one to three teeth per quadrant	\$63	1 of (D4341, D4342) per site/ quadrant, every 24 months; no more than two (2) quadrants of periodontal scaling and root planing per appointment/per day are allowable
D4346	Scaling in presence of moderate or severe inflammation, full mouth after evaluation	\$45	1 of (D4346) every 24 months
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis, subsequent visit	\$89	1 (D4355) every 12 months
D4381	Localized delivery of antimicrobial agent/per tooth	\$98	1 of (D4381) every 12 months, per tooth up to 3 teeth per quadrant, or a total of 12 teeth for all 4 quadrants

CDT Code	Description	Member Copayment	t Limitations
D4910	Periodontal maintenance	\$74	4 (D4910) every 12 months in addition to adult prophylaxis, after active therapy has been performed
D4920	Unscheduled dressing change (other than treating dentist or staff)	\$84	
	ONTIC SERVICES		
Guideline: R	Removable Prosthodontics (Complete/Partial Dentures)		
D5110	Complete denture, maxillary	\$697	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5120	Complete denture, mandibular	\$697	1 of (D5110-D5283, D5863-D5866)) per arch every 60 months
D5130	Immediate denture, maxillary	\$722	1 of (D5110-D5283, D5863-D5866)) per arch every 60 months
D5140	Immediate denture, mandibular	\$722	1 of (D5110-D5283, D5863-D5866)) per arch every 60 months
D5211	Maxillary partial denture, resin base	\$649	1 of (D5110-D5283, D5863-D5866)) per arch every 60 months
D5212	Mandibular partial denture, resin base	\$649	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5213	Maxillary partial denture, cast metal, resin base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5214	Mandibular partial denture, cast metal, resin base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5221	Immediate maxillary partial denture, resin base	\$649	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5222	Immediate mandibular partial denture, resin base	\$649	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5223	Immediate maxillary partial denture, cast metal framework, resin denture base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5224	Immediate mandibular partial denture, cast metal framework, resin denture base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5225	Maxillary partial denture, flexible base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5226	Mandibular partial denture, flexible base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5227	Immediate maxillary partial denture, flexible base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5228	Immediate mandibular partial denture, flexible base	\$750	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5282	Removable unilateral partial denture, one piece cast metal, maxillary	\$419	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5283	Removable unilateral partial denture, one piece cast metal, mandibular	\$419	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5284	Removable unilateral partial denture, one piece flexible base, per quadrant	\$419	1 of (D5284, D5286) per quad every 60 months
D5286	Removable unilateral partial denture, one piece resin, per quadrant	\$419	1 of (D5284, D5286) per quad every 60 months

CDT Code	Description	Member Copayment	Limitations
D5410	Adjust complete denture, maxillary	\$38	Not payable within first 6 months of initial placement by same provider
D5411	Adjust complete denture, mandibular	\$38	Not payable within first 6 months of initial placement by same provider
D5421	Adjust partial denture, maxillary	\$38	Not payable within first 6 months of initial placement by same provider
D5422	Adjust partial denture, mandibular	\$38	Not payable within first 6 months of initial placement by same provider
D5511	Repair broken complete denture base, mandibular	\$87	Not payable within first 6 months of initial placement by same provider
D5512	Repair broken complete denture base, maxillary	\$87	Not payable within first 6 months of initial placement by same provider
D5520	Replace missing or broken teeth, complete denture	\$87	Not payable within first 6 months of initial placement by same provider
D5611	Repair resin partial denture base, mandibular	\$87	Not payable within first 6 months of initial placement by same provider
D5612	Repair resin partial denture base, maxillary	\$87	Not payable within first 6 months of initial placement by same provider
D5621	Repair cast partial framework, mandibular	\$87	Not payable within first 6 months of initial placement by same provider
D5622	Repair cast partial framework, maxillary	\$87	Not payable within first 6 months of initial placement by same provider
D5630	Repair or replace broken retentive clasping materials, per tooth	\$115	Not payable within first 6 months of initial placement by same provider
D5640	Replace broken teeth, per tooth	\$87	Not payable within first 6 months of initial placement by same provider
D5650	Add tooth to existing partial denture	\$87	Not payable within first 6 months of initial placement by same provider
D5660	Add clasp to existing partial denture, per tooth	\$115	Not payable within first 6 months of initial placement by same provider
D5670	Replace all teeth & acrylic on cast metal frame, maxillary	\$287	Not payable within first 6 months of initial placement by same provider
D5671	Replace all teeth & acrylic on cast metal frame, mandibular	\$287	Not payable within first 6 months of initial placement by same provider
D5710	Rebase complete maxillary denture	\$260	1 of (D5710-D5721) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5711	Rebase complete mandibular denture	\$260	1 of (D5710-D5721) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5720	Rebase maxillary partial denture	\$260	1 of (D5710-D5721) per arch every 24 months. Not payable within first 6 months of initial placement by same provider

CDT Code	Description	Member Copayment	Limitations
D5721	Rebase mandibular partial denture	\$260	1 of (D5710-D5721) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5725	Rebase hybrid prosthesis	\$260	1 of (D5725) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5730	Reline complete maxillary denture, direct	\$159	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5731	Reline complete mandibular denture, direct	\$159	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5740	Reline maxillary partial denture, direct	\$155	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5741	Reline mandibular partial denture, direct	\$155	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5750	Reline complete maxillary denture, indirect	\$224	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5751	Reline complete mandibular denture, indirect	\$224	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5760	Reline maxillary partial denture, indirect	\$224	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5761	Reline mandibular partial denture, indirect	\$224	1 of (D5730-D5761) per arch every 24 months. Not payable within first 6 months of initial placement by same provider
D5765	Soft liner for complete or partial removable denture, indirect	\$50	1 (D5765) every 12 months, not payable within 6 months of initial placement by same provider
D5810	Interim complete denture, maxillary	\$362	1 of (D5810-D5821) per arch every 60 months
D5811	Interim complete denture, mandibular	\$362	1 of (D5810-D5821) per arch every 60 months

CDT Code	Description	Member Copayment	Limitations
D5820	Interim partial denture, maxillary	\$362	1 of (D5810-D5821) per arch every 60 months
D5821	Interim partial denture, mandibular	\$362	1 of (D5810-D5821) per arch every 60 months
D5850	Tissue conditioning, maxillary	\$79	
D5851	Tissue conditioning, mandibular	\$79	
D5863	Overdenture, complete maxillary	\$1,694	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5864	Overdenture, partial maxillary	\$1,668	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5865	Overdenture, complete mandibular	\$1,694	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5866	Overdenture, partial mandibular	\$1,668	1 of (D5110-D5283, D5863-D5866) per arch every 60 months
D5951	Feeding aid	\$1,395	
D5992	Adjust maxillofacial prosthetic appliance, by report	\$24	
D5993	Maintenance & cleaning, maxillofacial prosthesis, other than required adjustments, by report	\$18	
porcelain and	fees prior to providing an elective upgraded procedur any resin to base metal or porcelain to base metal cro nefit for molar teeth; cast base metal restorations are co	wns are cove	red benefits for anterior and pre-molar
D6010	Surgical placement of implant body, endosteal	\$1,716	
D6011	Second stage implant surgery	\$200	
D6012	Surgical placement of interim implant body,		
D6013		\$1,782	
D6040	transitional prosthesis: endosteal implant Surgical placement of mini implant	\$1,782 \$572	
	transitional prosthesis: endosteal implant Surgical placement of mini implant Surgical placement: eposteal implant	\$572 \$3,564	
D6050	transitional prosthesis: endosteal implant Surgical placement of mini implant	\$572	
D6050 D6055	transitional prosthesis: endosteal implant Surgical placement of mini implant Surgical placement: eposteal implant	\$572 \$3,564	1 (D6055) per tooth every 60 months
	transitional prosthesis: endosteal implant Surgical placement of mini implant Surgical placement: eposteal implant Surgical placement: transosteal implant Connecting bar, implant supported or abutment	\$572 \$3,564 \$4,455	1 (D6055) per tooth every 60 months 1 (D6056) per tooth every 60 months
D6055	transitional prosthesis: endosteal implant         Surgical placement of mini implant         Surgical placement: eposteal implant         Surgical placement: transosteal implant         Connecting bar, implant supported or abutment supported         Prefabricated abutment, includes modification	\$572 \$3,564 \$4,455 \$1,611	1 (D6056) per tooth every 60 months 1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6055 D6056	transitional prosthesis: endosteal implant         Surgical placement of mini implant         Surgical placement: eposteal implant         Surgical placement: transosteal implant         Connecting bar, implant supported or abutment supported         Prefabricated abutment, includes modification and placement	\$572 \$3,564 \$4,455 \$1,611 \$456	1 (D6056) per tooth every 60 months 1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per

CDT Code	Description	Member Copayment	Limitations
D6061	Abutment supported porcelain fused to noble metal crown	\$523	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6062	Abutment supported cast metal crown, high noble	\$495	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6063	Abutment supported cast metal crown, base metal	\$495	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6064	Abutment supported cast metal crown, noble metal	\$495	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6065	Implant supported porcelain/ceramic crown	\$560	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6066	Implant supported crown, porcelain fused to high noble alloys	\$523	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6067	Implant supported crown, high noble alloys	\$523	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6068	Abutment supported retainer, porcelain/ceramic FPD	\$788	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6069	Abutment supported retainer, metal FPD, high noble	\$843	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6070	Abutment supported retainer, porcelain fused to metal FPD, base metal	\$695	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6071	Abutment supported retainer, porcelain fused to metal FPD, noble	\$704	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6072	Abutment supported retainer, cast metal FPD, high noble	\$788	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6073	Abutment supported retainer, cast metal FPD, base metal	\$749	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6074	Abutment supported retainer, cast metal FPD, noble	\$758	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6075	Implant supported retainer for ceramic FPD	\$874	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6076	Implant supported retainer for FPD, porcelain fused to high noble alloys	\$823	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months

CDT Code	Description	Member Copayment	Limitations
D6077	Implant supported retainer for metal FPD, high noble alloys	\$872	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6080	Implant maintenance procedures, prosthesis removed/reinserted, including cleansing	\$61	
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant	\$63	1 (D6081) every 24 months
D6082	Implant supported crown, porcelain fused to predominantly base alloys	\$523	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6083	Implant supported crown, porcelain fused to noble alloys	\$523	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6084	Implant supported crown, porcelain fused to titanium and titanium alloys	\$523	of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6086	Implant supported crown, predominantly base alloys	\$495	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6087	Implant supported crown, noble alloys	\$495	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6090	Repair implant supported prosthesis, by report	\$362	1 (D6090) per implant every 24 months, not payable within 12 months of placement
D6091	Replacement part of semi-precision, precision attachment, implant/abutment supported prosthesis, per attachment	\$34	1 (D6091) per tooth every 60 months
D6095	Repair implant abutment, by report	\$391	1 (D6095) per implant every 24 months, not payable within 12 months of placement
D6098	Implant supported retainer, porcelain fused to predominantly base alloys	\$695	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6099	Implant supported retainer for FPD, porcelain fused to noble alloys	\$843	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6100	Surgical removal of implant body	\$241	
D6101	Debridement of a peri-implant defect(s), surrounding single implant, including flap entry/closure	\$90	1 of (D6101, D6102) per tooth every 60 months
D6102	Debridement and osseous contouring peri- implant defect(s), surrounding single implant, including flap entry/closure	\$180	1 of (D6101, D6102) per tooth every 60 months
D6103	Bone graft repair peri-implant defect, does not include flap entry and closure	\$600	1 (D6103) per tooth every 60 months
D6104	Bone graft at time of implant placement	\$600	1 (D6104) per tooth every 60 months

CDT Code	Description	Member Copaymen	t Limitations
D6121	Implant supported retainer for metal FPD, predominantly base alloys	\$749	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6122	Implant supported retainer for metal FPD, noble alloys	\$/58	1 of (D6058-D6077, D6082-D6087, D6098, D6099, D6121, D6122), per tooth every 60 months
D6190	Radiographic surgical implant index, by report	\$0	1 (D6190) per tooth every 60 months
precious meta explain covere procedure. Th metal crowns restorations an	ridge Services - Payable at the least expensive covered ls for all teeth. An additional fee will be charged if the ed benefits as well as any elective differences in mate the benefit for anterior and pre-molar teeth; resin, porc are covered benefits for anterior and pre-molar teeth. The covered benefits for molar teeth [Additional crow a provider's Lieual Customary and Passonable (LIC)	nese materials erials and fees relain and any . The benefit wn or bridge	s are used. Providers are required to s prior to providing an elective upgraded resin to base metal or porcelain to base for molar teeth; cast base metal units, beginning with the sixth unit, are
	e provider's Usual, Customary, and Reasonable (UC)	R) fee, minus	
D6205	Pontic, indirect resin based composite	\$445	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6210	Pontic, cast high noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6211	Pontic, cast predominantly base metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6212	Pontic, cast noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6214	Pontic, titanium, and titanium alloys	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6240	Pontic, porcelain fused to high noble metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6241	Pontic, porcelain fused to predominantly base metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6242	Pontic, porcelain fused to noble metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6243	Pontic, porcelain fused to titanium and titanium alloys	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6245	Pontic, porcelain/ceramic	\$560	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6250	Pontic, resin with high noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months

CDT Code	Description	Member Copayment	Limitations
D6251	Pontic, resin with predominantly base metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6252	Pontic, resin with noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6545	Retainer, cast metal for resin bonded fixed prosthesis	\$251	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6548	Retainer, porcelain/ceramic, resin bonded fixed prosthesis	\$393	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6549	Resin retainer, for resin bonded fixed prosthesis	\$251	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6600	Retainer inlay, porcelain/ceramic, two surfaces	\$427	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6601	Retainer inlay, porcelain/ceramic, three or more surfaces	\$445	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6602	Retainer inlay, cast high noble metal, two surfaces	\$407	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6603	Retainer inlay, cast high noble metal, three or more surfaces	\$425	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6604	Retainer inlay, cast base metal, two surfaces	\$407	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6605	Retainer inlay, cast base metal, three or more surfaces	\$425	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6606	Retainer inlay, cast noble metal, two surfaces	\$407	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6607	Retainer inlay, cast noble metal, three or more surfaces	\$425	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6608	Retainer onlay, porcelain/ceramic, two surfaces	\$479	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6609	Retainer onlay, porcelain/ceramic, three or more surfaces	\$499	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6610	Retainer onlay, cast high noble metal, two surfaces	\$458	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months

CDT Code	Description	Member Copayment	Limitations
D6611	Retainer onlay, cast high noble metal, three or more surfaces	\$524	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6612	Retainer onlay, cast base metal, two surfaces	\$458	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6613	Retainer onlay, cast base metal, three or more surfaces	\$524	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6614	Retainer onlay, cast noble metal, two surfaces	\$458	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6615	Retainer onlay, cast noble metal three or more surfaces	\$524	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6720	Retainer crown, resin with high noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6721	Retainer crown, resin with predominantly base metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6722	Retainer crown, resin with noble metal	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6740	Retainer crown, porcelain/ceramic	\$560	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6750	Retainer crown, porcelain fused to high noble metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6751	Retainer crown, porcelain fused to predominantly base metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6752	Retainer crown, porcelain fused to noble metal	\$523	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6753	Retainer crown, porcelain fused to titanium and titanium alloys	\$495	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6780	Retainer crown, <sup>3</sup> / <sub>4</sub> cast high noble metal	\$470	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6781	Retainer crown, <sup>3</sup> / <sub>4</sub> cast predominantly base metal	\$470	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months
D6782	Retainer crown, <sup>3</sup> / <sub>4</sub> cast noble metal	\$470	1 of (D2510-D2794, D2960-D2963, D6205-D6794) per tooth every 60 months

CDT		Member	
Code	Description	Copayment	Limitations
D6783	Retainer crown, <sup>3</sup> / <sub>4</sub> porcelain/ceramic		1 of (D2510-D2794, D2960-D2963,
		\$511	D6205-D6794) per tooth every 60
			months
D6784	Retainer crown <sup>3</sup> / <sub>4</sub> , titanium and titanium alloys		1 of (D2510-D2794, D2960-D2963,
		\$495	D6205-D6794) per tooth every 60
			months
D6790	Retainer crown, full cast high noble metal		1 of (D2510-D2794, D2960-D2963,
		\$495	D6205-D6794) per tooth every 60
			months
D6791	Retainer crown, full cast predominantly base	<b>*</b> 40 <b>*</b>	1 of (D2510-D2794, D2960-D2963,
	metal	\$495	D6205-D6794) per tooth every 60
D			months
D6792	Retainer crown, full cast noble metal	¢ 40.5	1 of (D2510-D2794, D2960-D2963,
		\$495	D6205-D6794) per tooth every 60 months
D6794	Retainer crown, titanium and titanium alloys		1 of (D2510-D2794, D2960-D2963,
D0/94	Retainer crown, intainum and intainum anoys	\$495	$D_{2}^{-1}$ $D_{$
		\$495	months
D6930	Re-cement or re-bond fixed partial denture		Not payable within 6 months of initial
D0930	Re-cement of re-bond fixed partial dentare	\$69	placement
D6980	Fixed partial denture repair, restorative material		Not payable within 6 months of initial
20,00	failure	\$172	placement
ORAL AND M	AXILLOFACIAL SURGICAL SERVICES	1	
D7111	Extraction, coronal remnants, primary tooth	\$56	
D7140	Extraction, erupted tooth or exposed root	\$69	
D7210	Extraction, erupted tooth requiring removal of	\$133	
	bone and/or sectioning of tooth		
D7220	Removal of impacted tooth, soft tissue	\$151	
D7230	Removal of impacted tooth, partially bony	\$196	
D7240	Removal of impacted tooth, completely bony	\$241	
D7241	Removal impacted tooth, complete bony,	\$217	
	complication	Ψ217	
D7250	Removal of residual tooth roots (cutting	\$141	
D7051	procedure)		
D7251	Coronectomy, intentional partial tooth removal	\$217 \$579	1 (D7251) in a lifetime, per tooth
D7260	Oroantral fistula closure	\$578 \$465	
D7261	Primary closure of a sinus perforation	\$465	
D7270	Tooth reimplantation and/or stabilization,	\$226	
D7272	accident Tooth transplantation	\$615	
D7280	Exposure of an unerupted tooth	\$153	
D7280 D7282	Mobilization of erupted/malpositioned tooth	\$231	
D7282 D7283	Placement, device to facilitate eruption,		
D/203	impaction	\$144	
D7285			
D7285	Incisional bionsy of oral tissue hard (bone		
D7285	Incisional biopsy of oral tissue, hard (bone, tooth)	\$387	

CDT	Description	Member	Limitations
Code	-	Copayment	Limitations
D7288	Brush biopsy, transepithelial sample collection	\$93	
D7290	Surgical repositioning of teeth	\$407	
D7291	Transseptal fiberotomy/supra crestal	\$60	
	fiberotomy, by report	<b>\$00</b>	
D7310	Alveoloplasty with extractions, four or more	\$141	
	teeth per quadrant		
D7311	Alveoloplasty with extractions, one to three	\$141	
5.5330	teeth per quadrant	·	
D7320	Alveoloplasty, w/o extractions, four or more teeth per quadrant	\$141	
D7321	Alveoloplasty, w/o extractions, one to three teeth per quadrant	\$141	
D7340	Vestibuloplasty, ridge extension (2nd	<b>*</b> ** <b>*</b>	
_ / _ / _ /	epithelialization)	\$923	
D7350	Vestibuloplasty, ridge extension	\$1,776	
D7410	Excision of benign lesion, up to 1.25 cm	\$278	
D7440	Excision of malignant tumor, up to 1.25 cm	\$608	
D7450	Removal, benign odontogenic cyst/tumor, up to 1.25 cm	\$354	
D7451	Removal, benign odontogenic cyst/tumor, greater than 1.25 cm	\$543	
D7460	Removal, benign nonodontogenic cyst/tumor,	\$516	
D74(1	up to 1.25 cm		
D7461	Removal, benign nonodontogenic cyst/tumor, greater than 1.25 cm	\$718	
D7471	Removal of lateral exostosis, maxilla or mandible	\$351	
D7472	Removal of torus palatinus	\$480	
D7473	Removal of torus mandibularis	\$480	
D7485	Reduction of osseous tuberosity	\$297	
D7510	Incision & drainage of abscess, intraoral soft tissue	\$96	
D7511	Incision & drainage of abscess, intraoral soft tissue, complicated	\$112	
D7520	Incision & drainage of abscess, extraoral soft		
2,020	tissue	\$116	
D7550	Partial ostectomy/sequestrectomy for removal of non-vital bone	\$336	
D7880	Occlusal orthotic device, "by report" (covered	\$272	
D7910	for TMJ) Suture of recent small wounds up to 5 cm	\$59	
D7910 D7921	Collection application of blood concentrate	\$39	
	Placement of intra-socket biological dressing to	<del>ንተ</del> 0	
D7922	aid in hemostasis or clot stabilization, per site	\$25	
D7961	Buccal/labial frenectomy (frenulectomy)	\$263	
D7962	Lingual frenectomy (frenulectomy)	\$263	
D7963	Frenuloplasty	\$293	

CDT Code	Description	Member Copayment	Limitations
D7970	Excision of hyperplastic tissue, per arch	\$233	
D7971	Excision of pericoronal gingiva	\$131	
D7972	Surgical reduction of fibrous tuberosity	\$521	
D7979	Nonsurgical sialolithotomy	\$43	
MEDICALLYN	NECESSARY ORTHODONTIC SERVICES – Prior	Authorizati	on Required
	lically necessary pediatric orthodontia exists where t		
	orthodontic needs must meet medically necessary rec		
higher (or other	qualify conditions) on Handicapping Labio-Lingual zed by the Plan prior to banding.		
D8010	Limited orthodontic treatment of the primary dentition	\$3,304	
D8020	Limited orthodontic treatment of the transitional	\$3,304	
	dentition Limited orthodontic treatment of the adolescent		
D8030	dentition	\$3,422	
D8040	Limited orthodontic treatment of the adult dentition	\$3,658	
D8070	Comprehensive orthodontic treatment of the transitional dentition	\$3,304	
D8080	Comprehensive orthodontic treatment of the adolescent dentition	\$3,422	
D8090	Comprehensive orthodontic treatment of the adult dentition	\$3,658	
D8210	Removable appliance therapy	\$770	
D8220	Fixed appliance therapy	\$783	
	Pre-orthodontic treatment examination to		
D8660	monitor growth and development	\$413	
D8670	Periodic orthodontic treatment visit	\$118	
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	\$413	
D8696	Repair of orthodontic appliance, maxillary	\$100	
D8697	Repair of orthodontic appliance, mandibular	\$100	
D8698	Re-cement or re-bond fixed retainer, maxillary	\$174	
D8699	Re-cement or re-bond fixed retainer, maximity	\$174	
D8701	Repair of fixed retainer, includes reattachment, maxillary	\$174	
D8702	Repair of fixed retainer, includes reattachment, mandibular	\$174	
D8703	Replacement of lost or broken retainer, maxillary	\$179	
D8704	Replacement of lost or broken retainer, mandibular	\$179	
D8999	Unspecified orthodontic procedure, by report	\$0	
	GENERAL SERVICES	<u> </u>	L
	aximum of 60 minutes of services is allowed for ger	eral anesthe	sia, intravenous or non-intravenous
	ion, per date of service.	ierar anostito	
D9110	Palliative treatment of dental pain, per visit	\$43	

CDT Code	Description	Member Copayment	Limitations
D9210	Local anesthesia not in conjunction, operative or surgical procedures	\$0	
D9211	Regional block anesthesia	\$0	
D9212	Trigeminal division block anesthesia	\$0	
D9215	Local anesthesia in conjunction with operative or surgical procedures	\$0	
D9219	Evaluation for moderate sedation, deep sedation or general anesthesia	\$0	
D9222	Deep sedation/general anesthesia, first 15 minute increment	\$103	Up to 4 units of (D9222, D9223) per visit. Covered when performed in conjunction with complex oral surgery or with documented medical conditions. Patient apprehension and/or nervousness is not sufficient justification for deep sedation/general anesthesia or IV sedation. Not allowed on same date of service as D9230, D9239 or D9243
D9223	Deep sedation/general anesthesia, each subsequent 15 minute increment	\$103	Up to 4 units of (D9222, D9223) per visit Covered when performed in conjunction with complex oral surgery or with documented medical conditions. Patient apprehension and/or nervousness is not sufficient justification for deep sedation/general anesthesia or IV sedation. Not allowed on same date of service as D9230, D9239 or D9243
D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	\$37	Not allowed on same date of service as D9222, D9223, D9241, D9242, D9248
D9239	Intravenous moderate (conscious) sedation/analgesia, first 15 minute increment	\$103	Up to 4 units of (D9239, D9243) per visit Covered when performed in conjunction with complex oral surgery or with documented medical conditions. Patient apprehension and/or nervousness is not sufficient justification for deep sedation/general anesthesia or IV sedation. Not allowed on same date of service as D9222, D9223, or D9230

CDT Code	Description	Member Copayment	Limitations
D9243	Intravenous moderate (conscious) sedation/analgesia, each subsequent 15 minute increment	\$100	Up to 4 units of (D9239, D9243) per visit .Covered when performed in conjunction with complex oral surgery or with documented medical conditions. Patient apprehension and/or nervousness is not sufficient justification for deep sedation/general anesthesia or IV sedation. Not allowed on same date of service as D9222, D9223, or D9230
D9248	Non-intravenous (conscious) sedation, includes non-IV minimal and moderate sedation	\$145	
D9310	Consultation, other than requesting dentist	\$43	
D9410	House/extended care facility call	\$200	
D9420	Hospital or ambulatory surgical center call	\$350	
D9440	Office visit after regularly scheduled hours	\$90	
D9610	Therapeutic parenteral drug, single administration	\$26	Payable with evidence of medical necessity
D9612	Therapeutic parenteral drugs, two or more administrations, different meds.	\$70	Payable with evidence of medical necessity
D9613	Infiltration of sustained release therapeutic drug, per quadrant	\$190	
D9630	Drugs or medicaments dispensed in the office for home use	\$42	
D9910	Application of desensitizing medicament	\$31	
D9920	Behavior management, by report	\$68	
D9930	Treatment of complications, post-surgical, unusual, by report	\$43	
D9941	Fabrication of athletic mouthguard	\$102	
D9944	Occlusal guard, hard appliance, full arch	\$272	
D9945	Occlusal guard, soft appliance, full arch	\$272	
D9946	Occlusal guard, hard appliance, partial arch	\$272	
D9950	Occlusion analysis, mounted case	\$104	
D9951	Occlusal adjustment, limited	\$66	
D9952	Occlusal adjustment, complete	\$266	
D9986	Missed appointment	\$50	
D9995	Teledentistry, synchronous; real-time encounter	\$0	Must be accompanied by a covered procedure
D9996	Teledentistry, asynchronous; information stored and forwarded to dentist for subsequent review	\$0	Must be accompanied by a covered procedure
D9997	Dental case management, patients with special health care needs	\$50	

#### **General Exclusions:**

The following services are not covered under this Dental Plan

- Any procedures not listed on this Plan.
- Services which, in the opinion of the attending dentist, are not necessary to the member's dental health.
- Dental procedures or services performed solely for Cosmetic purposes or that is not dentally necessary and/or medically necessary.
- Any dental services, or appliances, which are determined to be not reasonable and/or necessary for maintaining or improving You or Your Dependent's dental health, as determined by the Plan based on generally accepted dental standards of care.
- For elective procedures, including prophylactic extraction of third molars.
- Replacement of Dentures, Crowns, appliances or Bridgework that have been lost, stolen or damaged.
- Dental services provided for or paid by a federal or state government agency or authority, political subdivision, or other public program other than Medicaid or Medicare.
- Treatment required due to an accident from an external force or are intentionally selfinflicted, unless otherwise listed as Covered Dental Service.
- Services that restore tooth structure due to attrition, erosion or abrasion are not covered.
- Experimental procedures or investigational services, including any treatment, therapy, procedure or drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supply which is not recognized as being in accordance with generally accepted professional standards or for which the safety and efficiency have not been determined for use in the treatment for which the item in service in question is recommended or prescribed.
- Procedures, appliances, or restoration to correct congenital or developmental malformations are not covered benefits unless specifically listed in the Benefits section above.
- Dental expenses incurred in connection with any dental procedures started after termination of coverage or prior to the date the Member became eligible for such services.
- Dental Services that are received in an Emergency Care setting for conditions that are not emergencies if the subscriber reasonable should have known that an Emergency Care situation did not exist.
- Composite or ceramic brackets, lingual adaptation of Orthodontic bands and other specialized or Cosmetic alternatives to standard fixed and removable Orthodontic appliances. Invisalign services are excluded from Orthodontic benefits.
- Services which are covered under worker's compensation or employer's liability laws.
- The dispensing of drugs, unless specifically covered as a listed benefit.
- Services related to the treatment of TMD (Temporomandibular Disorder), unless specifically covered as a listed benefit.
- Missed or cancelled appointments unless specifically covered.