



guide to  
YOUR BENEFITS  
AND SERVICES



[MY.KP.ORG/SHBP](http://MY.KP.ORG/SHBP)

# Your 2021

Group Plan  
Evidence of Coverage



**KAISER PERMANENTE®**

Metro Atlanta Service Area

Kaiser Foundation Health Plan of Georgia, Inc.

# IMPORTANT

---

## Notices Regarding Your Health Plan Coverage

---

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

---

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

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

We provide medical and surgical benefits for a mastectomy. Covered benefits are subject to all provisions described in Your plan, including but not limited to, Copayments exclusions, limitations and reductions.

### Newborn Baby and Mother Protection Act

---

The Newborn Baby and Mother Protection Act (Code Section 33-24-58.2 of the Georgia Law) requires that health benefit policies which provide maternity benefits must provide coverage for a minimum of 48 hours of inpatient care following a normal vaginal delivery and a minimum of 96 hours of inpatient care following a cesarean section for a mother and her newborn child. The care must be provided in a licensed health care facility.

A decision to shorten the length of stay may be made only by the attending health care provider after conferring with the mother. If the stay is shortened, coverage must be provided for up to two follow-up visits with specified health care providers with the first visit being within 48 hours after discharge. After conferring with the mother, the health care provider must determine whether the initial visit will be conducted at home or at the office and whether a second visit is appropriate. Specified services are required to be provided at such visits.

Covered benefits are subject to all provisions described in Your plan, including but not limited to, Copayments exclusions, limitations and reductions.

### Non-Discrimination

---

Kaiser Foundation Health Plan of Georgia, 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 **1-888-865-5813** (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 at: Member Relations Unit (MRU), Attn: Kaiser Civil Rights Coordinator, Nine Piedmont Center, 3495 Piedmont Road, NE Atlanta, GA 30305-1736. Telephone Number: 1-888-865-5813.

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>.

## HELP IN YOUR LANGUAGE

---

**ATTENTION:** If You speak English, language assistance services, free of charge, are available to You. Call **1-888-865-5813** (TTY: 711).

**አማርኛ (Amharic) ማስታወሻ:** የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ- **1-888-865-5813** (TTY: 711).

**العربية (Arabic) ملحوظة:** إذا كنت تتحدث العربية، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم **1-888-865-5813** (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**1-888-865-5813** (TTY: 711)。

**فارسی (Farsi) توجه:** اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با **1-888-865-5813** (TTY: 711) تماس بگیرید.

**Français (French) ATTENTION:** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le **1-888-865-5813** (TTY: 711).

**Deutsch (German) ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: **1-888-865-5813** (TTY: 711).

**ગુજરાતી (Gujarati) સુચના:** જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો **1-888-865-5813** (TTY: 711).

**Kreyòl Ayisyen (Haitian Creole) ATANSYON:** Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele **1-888-865-5813** (TTY: 711).

**हिन्दी (Hindi) ध्यान दें:** यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। **1-888-865-5813** (TTY: 711) पर कॉल करें।

**日本語 (Japanese) 注意事項:** 日本語を話される場合、無料の言語支援をご利用いただけます。**1-888-865-5813** (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. **1-888-865-5813** (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, kojì' hódíílnih **1-888-865-5813** (TTY: 711).

**Português (Portuguese) ATENÇÃO:** Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para **1-888-865-5813** (TTY: 711).

**Русский (Russian) ВНИМАНИЕ:** если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-888-865-5813** (TTY: 711).

**Español (Spanish) ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-888-865-5813** (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 **1-888-865-5813** (TTY: 711).

**Tiếng Việt (Vietnamese) CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số **1-888-865-5813** (TTY: 711).

## ***Welcome to Kaiser Permanente!***

---

Thank you for selecting us for your health care. At Kaiser Permanente, we are committed to taking care of your needs and pledge to keep our focus on what's most important . . . Your overall health.

Please take a few minutes to get to know your HMO plan by reviewing this *Evidence of Coverage* (EOC). The *Evidence of Coverage* gives you important information about your health plan and about accessing care at Kaiser Permanente. If you need help understanding it, just let us know. To help you get started, you will also receive your I.D. card(s) and other communications separately.

If you have questions about your health plan benefits, scheduling an appointment or accessing care, please call your Member Services Department for assistance, Monday through Friday from 7 a.m. to 7 p.m. EST at 855-512-5997.

**We look forward to being your partner in health.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Simpson", is positioned above the typed name and title.

Jim Simpson  
President, Kaiser Foundation Health Plan of Georgia, Inc.

# Table of Contents

SECTION 1 - Introduction .....	1.1
About Your Health Plan from Kaiser Permanente's HMO Plan .....	1.1
Questions About Eligibility .....	1.1
SECTION 2 - How to Obtain Services .....	2.1
Choosing Your Personal Physician .....	2.1
Changing Your Personal Physician .....	2.1
Referrals .....	2.2
Self-Referral .....	2.2
Hospital Care .....	2.2
SECTION 3 - Getting the Care You Need .....	3.1
Emergency Services and Urgent Care .....	3.1
Urgent Care .....	3.2
Routine Care Appointments .....	3.2
Rescheduling of Services .....	3.2
Missed Appointments .....	3.2
Receiving Care in Another Kaiser Foundation Health Plan Service Area .....	3.2
Moving Outside Our Service Area .....	3.2
Using Your Identification Card .....	3.2
Member Confidentiality .....	3.3
SECTION 4 - Getting Assistance, Filing Claims and Dispute Resolution .....	4.1
Getting Assistance .....	4.1
Claims and Appeals Procedures .....	4.1
SECTION 5 - Termination of Membership .....	5.1
Termination Generally .....	5.1
Continued Benefits for Certain Disabled Members if Group Agreement Terminates .....	5.1
SECTION 6 - Miscellaneous Provisions .....	6.1
SECTION 7 - Benefits .....	7.1
Introduction .....	7.1
What You Pay .....	7.1
What We Pay .....	7.1
Prior Authorization for Services .....	7.1
Outpatient Services .....	7.1
Tele-medicine .....	7.2
Office Services .....	7.2
Health Education .....	7.2
Preventive Visits and Services .....	7.2
Maternity Care .....	7.2
Physical, Occupational, Speech Therapy, Multidisciplinary Rehabilitation, Habilitative, and Cardiac Rehabilitation .....	7.3
Autism Services .....	7.3
Dialysis Care .....	7.4
Emergency Services .....	7.4
Ambulance Services .....	7.4
Non-Ambulance Exclusion .....	7.4
After-Hours Urgent Care .....	7.4
Inpatient Services .....	7.4
Hospital Inpatient Care .....	7.4
Mental Health and Chemical Dependency Services .....	7.5
Mental Health Services .....	7.5
Chemical Dependency Services .....	7.6
Pharmacy Services .....	7.6
Administered drugs .....	7.6
Prescribed Drugs .....	7.7
Outpatient Prescription Drugs .....	7.7
Preventive Drugs .....	7.7
Review and Authorization .....	7.7
Limitations .....	7.8
Off-Label Drugs .....	7.8
Pharmacy Services Exclusions .....	7.8
Other Services .....	7.8

Skilled Nursing Facility Care .....	7.8
Home Health Care.....	7.9
Hospice Care .....	7.9
Dental Services.....	7.10
Durable Medical Equipment (DME).....	7.10
Prosthetics and Orthotics.....	7.11
Pediatric Hearing Aids .....	7.11
Hearing Services .....	7.12
Infertility Services.....	7.12
Family Planning Services.....	7.12
Reconstructive Surgery .....	7.13
Transplant Services .....	7.13
Vision Services.....	7.14
Chiropractic Services .....	7.14
Clinical Trials.....	7.14
Treatment for a Terminal Condition .....	7.15
SECTION 8 - General Exclusions, Limitations, Reimbursement of Health Plan, and Coordination of Benefits (COB).....	8.1
General Exclusions.....	8.1
Limitations.....	8.3
Coordination of Benefits (COB) .....	8.5
SECTION 9 - Definitions .....	9.1
SECTION 10 - Additional Benefits Purchased by Your Group .....	10.1
Schedule of Benefits.....	10.5

(GA21LGSHBP1 10/20)

## SECTION 1 - Introduction

---

### About Your Health Plan from Kaiser Permanente's HMO Plan

---

You have selected the Kaiser Permanente HMO Plan.

Kaiser Foundation Health Plan of Georgia, Inc. is a nonprofit health care plan licensed as a health maintenance organization in Georgia. We provide or arrange medical care for Members on a pre-paid basis.

Kaiser Foundation Health Plan of Georgia, Inc., is sometimes referred to as "Health Plan", "We", "Our", or "Us"

In this *Evidence of Coverage*, You and Your covered Dependents are sometimes referred to as "You" or "Your". Further, some capitalized terms may have a special meaning in this *Evidence of Coverage*; please see the "SECTION 9 - Definitions" section for terms You should know.

The *Group Agreement* plus this *Evidence of Coverage* make up the entire contract between Kaiser Foundation Health Plan of Georgia, Inc. (Health Plan) and Your Group. Your *Evidence of Coverage* is customized to inform You of what services are specifically available to You and what Your out-of-pocket expenses will be. For a summary of this information, please refer to the "Schedule of Benefits" section of this *Evidence of Coverage*. It is important that You familiarize Yourself with Your coverage by reading this *Evidence of Coverage* completely, so that You can take full advantage of Your health plan benefits.

This *Evidence of Coverage* replaces all information that You may have received in previous *Evidence of Coverages* from Us. It is important that You use only the latest *Evidence of Coverage* as Your reference because Your benefits may have changed. We may modify this *Evidence of Coverage* in the future, subject to Department of Insurance approval. If We do, We will notify Your Group in writing before the changes are effective. If Your Group continues to pay Premiums or accepts the changes after they have gone into effect, Your Group will have consented to the changes. This consent will also apply to You and to Your enrolled Dependents.

We provide health care benefits to Members using Our Medical Group Physicians, Affiliated Community Physicians, and other Plan Providers located in Our Service Area, which is described in Our "Definitions" section. For Services to be covered, they must be Medically Necessary to prevent, diagnose, or treat a medical condition, and must be provided, prescribed or directed by a Plan Provider.

You must receive all Services from Plan Providers within Our Service Area, except as described under the following headings:

- Emergency Services;
- Getting a Referral; and

- Receiving Care in Another Kaiser Region.

You may be required to pay Copayments, Annual Deductible(s), any other deductible(s) applicable to the benefit, for some Services. When You pay a Copayment, ask for and keep the receipt. There are limits to the total amount of Copayments, You must pay each Year for certain covered Services covered under this *Evidence of Coverage*. Refer to the "Schedule of Benefits" section for more information.

### Questions About Eligibility

---

Your Group is solely responsible for setting all eligibility requirements for coverage, making enrollment decisions and communicating enrollment information to Us. Any questions, concerns, or disputes regarding such requirements and decisions should be directed to Your Group. Note: Please see SHBP's Eligibility & Enrollment Provisions document online at [www.dch.georgia.gov/shbp-plan-documents](http://www.dch.georgia.gov/shbp-plan-documents) for eligibility requirements.

## SECTION 2 - How to Obtain Services

---

As a Member, You are selecting Kaiser Permanente as Your health care plan. The Services described in this *Evidence of Coverage* are covered ONLY if they are benefits provided, prescribed or directed by a Plan Physician and are Medically Necessary. Some Services will also require Prior Authorization by Health Plan. When You receive covered Services for which You do not have Prior Authorization or that You receive from non-Plan Physicians or from non-Plan Facilities that have not been approved by Us in advance, We will not pay for them except in an Emergency. Charges for these medical services will be Your financial responsibility. You must receive all Services from Plan Providers, except as described under the following headings:

- Emergency Services.
- Getting a Referral.
- Receiving Care in Another Kaiser Region.

To receive and/or to be eligible for payment for covered Services, You must be enrolled in the Health Plan on the date on which You receive each covered Service (even if Your enrollment is terminated retroactively). Anyone who is not a Member on the date the Service is provided will be billed for any Services We provide in the amount of the applicable Eligible Charge. Requests for payment from Plan Providers for covered Services will be denied if You are not a Member on the date of which the Services are rendered.

Covered Services for Members are provided or directed Medical Group and by Affiliated Community Physicians. Medical Group Physicians provide Services at Kaiser Permanente Medical Centers in the Service Area. Affiliated Community Physicians provide services in their own medical offices.

The Medical Group and Affiliated Community Physicians assume responsibility for Your care; and they either provide Your care directly or refer You to other Plan Providers or Designated Specialist Physicians who are specialists for Services that are Medically Necessary.

You may be required to pay Copayments and Annual Deductible(s) applicable to the benefit, and specific Services. When You pay a Copayment and Annual Deductible ask for and keep the receipt. There may be limits to the total amount of Copayments You must pay each Year for certain Services covered under this *Evidence of Coverage*. Refer to the "Schedule of Benefits" section for more information.

You may choose to receive certain covered high-tech radiology Services at a facility operated by Health Plan such as Our medical centers or at an outpatient facility designated by Health Plan. The Outpatient surgery cost share applies in the office setting when a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort. Refer to Our Physician Directory or You may access Our website at

[www.my.kp.org/shbp](http://www.my.kp.org/shbp) for a list of locations where You may receive Your Services. Your Cost Sharing typically is lower when You receive covered Services at facilities operated by Health Plan.

### Choosing Your Personal Physician

---

Your Kaiser Permanente personal physician plays an important role in coordinating Your health care needs, including Plan Hospital stays and referrals to other Plan Providers. We encourage You to choose a Medical Group Physician or an Affiliated Community Physician as Your personal physician when You enroll.

You and each member of Your family will need to select a personal physician upon enrollment. You may choose any Plan Physician who is available to accept You. If You do not select a personal physician upon enrollment, We will assign a Medical Group Physician based upon Your home address. That Plan Physician will be listed in Our records as Your personal physician until You select Your personal physician and inform Us of Your decision.

The following types of Plan Physicians may be chosen as a personal physician:

- Family Practice,
- Internal Medicine,
- General Practice, or
- Pediatrics/Adolescent Medicine for members who are under age of 19.

Adults should select an internal medicine, general practice or family practice physician. Parents may choose a pediatrician as the personal Plan Physician for their child. Parents may also choose a family practice, or general practice physician for their children, or a family practice physician can be selected for the entire Family.

**NOTE:** Some general practitioners only treat adults. Please verify when scheduling an appointment for Your child with a general practitioner that such Plan Physicians treat children. To learn how to choose or change a personal physician, please call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997. You can access Our Web site at [www.my.kp.org/shbp](http://www.my.kp.org/shbp) to choose a personal physician or to view a current listing of physicians.

### Changing Your Personal Physician

---

You may change Your Kaiser Permanente personal physician as often as You wish using one of the options listed below. Make sure to have Your Kaiser Permanente health record number available.

- Call Our Member Service Department Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.



- Notify Your health care team while visiting one of Our Medical Centers.
- Access Our website at [www.my.kp.org/shbp](http://www.my.kp.org/shbp).

## Referrals

---

If Your Kaiser Permanente personal physician determines that You require covered Services from a specialist, You will be referred to a Plan Provider.

You do not need to obtain a referral from Your Kaiser Permanente personal physician prior to receiving specialty care Services from Our Medical Group providers (who practice in Kaiser Permanente medical offices). You also do not need a referral for any Plan Provider for the specialties described in the “Self-Referral” section below. For Services which require a referral and Prior Authorization, your Kaiser Permanente personal physician will refer You to other Plan Physicians when You need covered Services from other Plan Providers and will obtain Prior Authorization for covered Services when required under Health Plan’s Quality Resource Management Program. If You request Services which are not Medically Necessary or exceed the specific Services (for example, exceed the number) authorized by Us, then You will be responsible for all charges associated with these unauthorized Services, and Health Plan will not pay for such Services.

If Your Kaiser Permanente personal physician decides that You require covered Services not available from Plan Providers, he or she will refer You to a non-Plan Provider. This referral must also be approved prior to Services being rendered. You must have an approved written referral to the Plan Provider, when required, or non-Plan Provider in order for Us to cover the Services. You will be responsible for the same Copayments and/or deductible amounts that would be owed by You if such approved referral Service was being provided by a Plan Provider. If You change personal physicians, You need to discuss the specialty referral with Your new personal physician to obtain a new referral.

If You receive specialty Services for which You did not obtain a referral, You will be responsible for all charges associated with those Services including but not limited to, any Cost Sharing that You may owe for such Services. Additionally, ongoing referrals for specialty Services must be made by Your current personal physician at the time of the referral.

## Self-Referral

---

You do not need a referral from Your Kaiser Permanente personal physician for appointments with Plan dermatologists, psychiatrists, behavioral health specialists, optometrists, ophthalmologists, or any specialist in the Medical Group. Your personal physician works with specific specialty groups and may recommend a specialist to You. You may also choose one of the self-referral specialists.

Female Members do not need a referral or Prior Authorization in order to obtain access to obstetrical or gynecological care from a Plan Physician who specializes in obstetrics or

gynecology. The Plan Physician, however, may have to get Prior Authorization for certain non-routine Services.

## Hospital Care

---

Hospital Services, other than Emergency Services, require Prior Authorization and will be arranged by Your Plan Physician, and except when We authorize otherwise, will generally be provided at a Plan Hospital that We designate. We may direct that You receive covered hospital Services at a particular Plan Hospital so that We may better coordinate Your care using Medical Group Plan Physicians and Our electronic medical record system.

Plan Hospitals are listed in Your Physician Directory. This listing is subject to change during the Year.

## SECTION 3 - Getting the Care You Need

---

### Emergency Services and Urgent Care

#### Emergency Services

---

Emergency care is covered 24 hours a day, 7 days a week, anywhere in the world.

If You have an Emergency Medical Condition, call 911 (where available) or go to the nearest hospital 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 have been covered under the “SECTION 7 - Benefits” section (subject to the “SECTION 8 - General Exclusions, Limitations, and Reimbursement of Health Plan, and Coordination of Benefits (COB)” section) 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.

#### Post-Stabilization Care

---

Post-Stabilization Care is Medically Necessary Services related to Your Emergency Medical Condition that You receive after Your treating physician determines that Your Emergency Medical Condition is Stabilized. We cover Post-Stabilization Care only if We provide Prior Authorization for the Services. **Therefore, it is very important that You, Your Provider, or someone else acting on Your behalf, call Us to notify Us that You need Post Stabilization Care and to get authorization from Us before You receive the care.**

After We are notified, We will discuss Your condition with Your emergency care Provider. If Your emergency care is provided by non-Plan Providers, We will try to arrange for Plan Providers to take over Your care as soon as Your medical condition and the circumstances allow as We determine. If We decide that You require Post-Stabilization Care and that this care would be covered if You received it from a Plan Provider, We will authorize Your care from the non-Plan Provider only if We cannot arrange to have a Plan Provider provide the care. If We decide to have a Plan Hospital, Skilled Nursing Facility, or designated non-Plan Provider provide Your care, We may authorize special transportation that is medically required to get You to the provider. This may include transportation that is otherwise not covered.

Even if You receive emergency care from a Plan Provider, You must still obtain Prior Authorization from Us *before* You receive Post-Stabilization Care. We may direct that You receive covered Post-Stabilization Care at a particular Plan Hospital so that We may better coordinate Your care using Medical Group Physicians and Our electronic medical record system, or at a Skilled Nursing Facility. **We will only pay for**

#### Post-Stabilization Care at the Plan Provider authorized by Us.

To request Prior Authorization for Post-Stabilization Care, You, Your provider or someone else acting on Your behalf must call Us at 855-512-5997, or the notification telephone number on Your Kaiser Permanente ID card *before* You receive the care. If You or Your treating providers do not obtain Prior Authorization from Us for Services that require Prior Authorization, We will not pay any amount for those Services and You may be liable to pay for these Services, in addition to any amounts such as copayments.

#### Cost Sharing for Emergency Services

---

Please refer to the “Schedule of Benefits” for Cost Sharing for emergency department visits.

If You are admitted to a hospital from its emergency department because Your condition is not stabilized, the Cost Sharing for Plan Providers shown under “Hospital Inpatient Care” in the “Schedule of Benefits” section of this *Evidence of Coverage* applies. If You obtain Post-Stabilization Care from a Plan Provider or from a non-Plan Provider after Prior Authorization, Your Cost Sharing would also be the Cost Sharing shown under “Hospital Inpatient Care” in the “Schedule of Benefits” section of this *Evidence of Coverage*. More information may also be found in the “Payment and Reimbursement” section below.

#### Services Not Covered Under this “Emergency Services” Section

---

Coverage for covered Services that are not Emergency Services or Post-Stabilization Care as described in this “Emergency Services” section will be covered as described under other sections of this *Evidence of Coverage* so long as such Services are Medically Necessary and comply with all other terms and conditions set forth in this EOC.

#### Payment and Reimbursement

---

If You receive Emergency Services or Post-Stabilization Care from a non-Plan Provider as described in this “Emergency Services and Urgent Care” section, or emergency ambulance transportation described under “Ambulance Services” in the “SECTION 7 - Benefits” section or “Schedule of Benefits” subsection, You will have to pay the non-Plan Provider and file a claim for reimbursement unless the non-Plan Provider agrees to bill Us. Also, You may be required to pay and file a claim for any Services prescribed by a non-Plan Provider as part of covered Emergency Services or Post-Stabilization Care even if You receive the Services from a Plan Provider.

We will reduce any payment We make to You or the non-Plan Provider by applicable Cost Sharing.

## **Urgent Care**

---

An Urgent Care condition is one that requires prompt medical attention but is not an Emergency Medical Condition. Urgent care is described under the “SECTION 7 - Benefits” section, and includes care for an illness or injury of a less critical nature, such as the flu, stomach pain, vomiting, migraine headache, sprain, etc.

### ***During Normal Business Hours***

---

If You think You may need Urgent Care call Your Plan Physician’s office or Our Health Line available 24 hours a day, 7 days a week at (404) 365-0966 (local) or 800-611-1811 (long distance). Our advice nurses (RNs), are specially trained to help assess medical problems and provide medical advice when medically appropriate. They can help solve a problem over the phone and instruct You on self-care at home if appropriate. If the problem is more severe and You need an appointment, they will help You get one.

### ***After Normal Business Hours***

---

If You think You may need Urgent Care after normal business hours call Our Health Line. We cover Urgent Care Services at Our designated **Kaiser Permanente Urgent Care Centers**. Services must be obtained at **Kaiser Permanente Urgent Care Centers** or at one of the Affiliated Community Urgent Care Centers designated by Health Plan. These can be found at [www.my.kp.org/shbp](http://www.my.kp.org/shbp) or in Your Physician Directory.

For information about Emergency Services or After-Hours Urgent Care refer to "Emergency Services" in the “SECTION 7 - Benefits” section.

## **Cost Sharing for Urgent Care Services**

---

The Cost Sharing for covered Services that are Urgent Care is the Cost Sharing required for Services provided by Plan Providers as described in the “Schedule of Benefits” section.

Please refer to “Emergency Services” in the “Schedule of Benefits” section for the Cost Sharing for Urgent Care consultations and exams.

## **Services Not Covered Under This “Emergency Services and Urgent Care” Section**

---

Coverage for Services that are not Emergency Services and Urgent Care Services as described in this “Emergency Services and Urgent Care” section will be covered as described under other sections of this *Evidence of Coverage*.

## **Routine Care Appointments**

---

If You need to make a routine care appointment, please call Our Health Line Monday through Friday between the hours of 7 a.m. and 7 p.m., at 855-512-5997 Option 2 if You have selected a Medical Group Physician as Your personal physician.

## **Rescheduling of Services**

---

In the event that You fail to make Your Copayment Your appointments for non-urgent Services from Plan Providers may be rescheduled until such time as all amounts are paid in full or You have made other payment arrangements with Us.

## **Missed Appointments**

---

You must give at least 24-hour notice to Your Plan Provider if You are not able to keep Your scheduled appointment. If You do not, You may be required to pay an administrative fee and/or pay for the cost of Services that were specifically arranged for Your visit as well as the cost of any drugs and supplies that were prepared for Your appointment and that cannot be reused.

## **Preventive Services**

---

Preventive Services are described under “Preventive Visits and Services” in Our “SECTION 7 - Benefits” section and are limited as described therein. There is no Cost Sharing for Preventive Services as described under “Preventive Visits and Services” in Our “SECTION 7 - Benefits” section. However, Cost Sharing will apply if non-Preventive Services are provided during a scheduled preventive visit.

## **Receiving Care in Another Kaiser Region**

---

You may receive visiting member services from another Kaiser regional health plan as directed by that other plan so long as such services would be covered under this EOC. Visiting member services shall be subject to the terms and conditions set forth in this EOC including but not limited to those pertaining to prior authorization and approval, and cost sharing Deductible, Copayment or Coinsurance, as further described in the Visiting Member Brochure available online at [www.kp.org/travel](http://www.kp.org/travel). Certain services are not covered as visiting member services. For more information about receiving visiting member services in other Kaiser regional health plan service areas, including provider and facility locations, please call Our Away from Home Travel Line at 951-268-3900. Information is also available online at [www.kp.org/travel](http://www.kp.org/travel).

## **Moving Outside Our Service Area**

---

If You move to another Kaiser Permanente plan service area, You may be able to apply to transfer Your Group membership if there is an arrangement with Your Group in the new service area. Contact SHBP’s member services for assistance.

## **Using Your Identification Card**

---

Each Member has a Health Plan ID card with a Health Record Number on it, which is useful when You call for advice, make an appointment, or go to a Plan Provider for care. The Health Record Number is used to identify Your medical records and membership information.

You should always have the same Health Record Number. Please let Us know if We ever inadvertently issue You more than one Health Record Number by calling Our Member Services Department Monday through Friday from 7 a.m. to 7 p.m., at 855-512-5997.

The most important information on Your card is Your health record number. Information about Your personal physician will also be printed on Your card. If You select a Medical Group Physician, “Permanente Medical Group,” will be printed on Your card. A sticker with Your actual personal physician’s name will be affixed to Your card during Your first visit to the Medical Center. However, if You select an Affiliated Community Physician, Your personal physician’s name and telephone number will be printed directly on Your card. Each time You change Affiliated Community Physicians, switch from an Affiliated Community Physician to a Medical Group Physician, or switch from a Medical Group Physician to an Affiliated Community Physician, You will receive a new card to reflect the change.

Also, Your ID card is a useful resource when You call for advice or make an appointment. You should take it with You whenever You have an appointment. Providers may request photo identification together with Your ID card to verify identity. If You need to replace Your card, please go to [www.my.kp.org/shbp](http://www.my.kp.org/shbp) or call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m., at 855-512-5997.

Your ID card is for identification only. To receive covered Services, You must be a current Health Plan Member. Anyone who is not a Member will be billed the Eligible Charges for any Services We provide and claims for Services from non-Plan Providers will be denied. If You let someone else use Your I.D. card, We may keep Your I.D. card and terminate Your membership.

## **Member Confidentiality**

---

Health Plan and Medical Group collect various types of protected health information (PHI). Your PHI includes individually identifiable information about Your health, health care services You receive, or payment for Your health care.

We may use or disclose Your PHI for treatment, payment, health research, and health care operations purposes, such as measuring the quality of Services. In addition, We are sometimes required by law to give PHI to government agencies or in judicial actions. We will not use or disclose Your PHI for any other purpose without Yours’s (or Your representative’s) written authorization, except as described in Our *Notice of Privacy Practices* (see below).

We will protect the privacy of Your PHI. Health Plan and Medical Group employees are required to maintain the confidentiality of Our Members’ PHI. All providers with whom We contract are also required to maintain confidentiality.

Subject to limitations imposed under state and federal law, You may generally see and receive copies of Your PHI, request that We correct or update Your PHI, and request an accounting of certain disclosures of Your PHI. Note, if We amend information in Your medical record at Your request, Your original medical record documentation will not be deleted from the medical record.

All requests must be made in writing and should be submitted to the medical record department located in the medical facility that You regularly visit. If You do not know where You received care, the requests should be submitted to the Member Services Department. Note that We may charge a fee for copies provided to You.

**This is only a brief summary of some of Our key privacy practices. Our *Notice of Privacy Practices* provides additional information about Our privacy practices and Your rights regarding Your PHI.**

If You have questions about Our policies and procedures to maintain the confidentiality of Your PHI or would like a copy of Our Notice of Privacy Practices, please go to [www.my.kp.org/shbp](http://www.my.kp.org/shbp) or call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m., at 855-512-5997.

If an injury or illness is caused or alleged to be caused by any act or omission of another party, Services and other benefits that are furnished or arranged by Plan Providers for such injury or illness are payable as Eligible Charges (as defined in the “SECTION 9 - Definitions” section). Payment of these charges is subject to the provisions of sections “Health Plan’s Right of Reimbursement” and “Member’s Cooperation Required” shown below.

## **SECTION 4 - Getting Assistance, Filing Claims and Dispute Resolution**

---

### **Getting Assistance**

---

Our Member Services Department can answer questions You have about Your benefits, available Services, and the facilities where You can receive care. For example, representatives can explain Your Health Plan benefits, how to make Your first medical appointment with a Plan Provider, what to do if You move, what to do if You need care while You are traveling, and how to replace an ID card. These representatives can also help You if You need to request Services, file a claim for or to initiate a grievance for any unresolved problem.

We want You to be satisfied with Your health care. Please discuss any problems with Your personal physician or the other health care professionals who are treating You.

### **Complaint Procedure**

---

All people who work with the Kaiser Permanente Medical Care Program share responsibility for assuring Member satisfaction. If You have a problem or concern about the manner in which Services are provided by Plan Providers, please ask for Our help.

Each Kaiser Permanente Medical Center has an administrator who is responsible for concerns involving the Medical Center. If You have a problem with some aspect of medical service provided by physicians or other providers at one of Our Medical Centers, call or visit the administrative office at the Medical Center where You receive Your care.

For help with a question or problem involving Your coverage (for example, enrollment, claims payment, or denial of benefits), call Member Services at 855-512-5997. A Member Services Representative will be glad to help.

Give complete information so that the person with whom You speak can work with You to answer Your questions and to resolve Your problem quickly.

- If You are dissatisfied with the way Your complaint has been handled, You may request a second review of Your complaint. To request a second review, contact the Member Services Department Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997. The Member Services Department will assist You with submitting any additional information related to the second review of Your complaint. The Member Relations Department will respond to Your request within 30 calendar days.

- If Your complaint remains unresolved, You may submit Your written complaint to the State of Georgia Office of Insurance and Safety Fire Commissioner or Department of Human Services. We will be sent a copy of Your complaint. We will respond in writing to the State of Georgia Office of Insurance and Safety Fire Commissioner or Department of Human Services within 10 working days of receipt of the complaint.

### **Claims and Appeals Procedures**

---

Health Plan will review claims and appeals, and We may use medical experts to help Us review them.

The following terms have the following meanings when used in this “Claims and Appeals Procedures” section:

A **Claim** is a request for Us to:

- provide or pay for a Service that You have not received (pre-service claim),
- continue to provide or pay for a Service that You are currently receiving (concurrent care claim), or
- pay for a Service that You have already received (post-service claim).

An **Appeal** is a request for Us to review Our initial adverse benefit determination.

An **Adverse Benefit Determination** is Our decision to do any of the following:

- deny Your Claim, in whole or in part, or
- uphold Our previous Adverse Benefit Determination when You Appeal.

If You miss a deadline for making a claim or appeal, We may decline to review it.

Except when simultaneous external review can occur, You must exhaust the internal claims and appeals procedure (as described below in this “Claims and Appeal Procedures” section) for Your Claim before You can request external review or seek judicial relief.

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE.  
Atlanta, GA 30305-1736**

## **Language and Translation Assistance**

You may request language assistance with Your Claim and/or appeal by calling Member Services Department Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

If We send You an Adverse Benefit Determination at an address in a county where a federally mandated threshold language applies, then You may request translation of that notice into the applicable threshold language. A threshold language applies to a county if at least, 10% of the population is literate only in the same federally mandated non-English language. You may request translation of the notice by calling Our Member Services Department Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

## **Appointing a Representative**

If You would like someone to act on Your behalf regarding Your Claim or appeal, You may appoint an authorized representative. You must make this appointment in writing. Please send Your representative's name, address and telephone contact information to Our Appeals Department at the address shown below. You must pay the cost of anyone You hire to represent or help You.

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, N.E.  
Atlanta, GA 30305-1736**

## **Help with Your Claim and/or Appeal**

**Georgia Office of Insurance and Safety Fire Commissioner  
Consumer Services Division  
2 Martin Luther King, Jr. Drive  
West Tower, Suite 716  
Atlanta, Georgia 30334  
800-656-2298**

## **Reviewing Information Regarding Your Claim**

If You want to review the information that We have collected regarding Your Claim, You may request, and We will provide without charge, copies of all relevant documents, records, and other information. You also have the right to request any diagnosis and treatment codes and their meanings that are the subject of Your Claim. To make a request, You should contact Our Member Services Department Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

## **Providing Additional Information Regarding Your Claim**

When You appeal, You may send Us additional information including comments, documents, and additional medical records that You believe support Your Claim. If We asked for additional information and You did not provide it before We made Our initial decision about Your Claim, then You may

still send Us the additional information so that We may include it as part of Our review of Your Appeal. Please send all additional information to Our Appeals Department at the address shown below.

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE.  
Atlanta, GA 30305-1736**

When You appeal, You may give testimony in writing or by telephone. Please send Your written testimony to Our Appeals Department at the address shown below. To arrange to give testimony by telephone, You should contact Our Appeals Department Monday through Friday from 7 a.m. to 7 p.m., at (404)-364-4862.

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE.  
Atlanta, GA 30305-1736**

We will add the information that You provide through testimony or other means to Your Claim file and We will review it without regard to whether this information was submitted and/or considered in Our initial decision regarding Your Claim.

## **Sharing Additional Information That We Collect**

We will send You any additional information that We collect in the course of Your Appeal. If We believe that Your Appeal of Our initial Adverse Benefit Determination will be denied, then before We issue Our final Adverse Benefit Determination We will also share with You any new information that We have collected and/or new or additional reasons for that decision. We will send You a letter explaining the new or additional information and/or reasons and inform You how You can respond to the information in the letter if You choose to do so. If You do not respond before We must make Our final decision, that decision will be based on the information already in Your Claim file.

## **Internal Claims and Appeals Procedures**

There are several types of claims, and each has a different procedure described below for sending Your Claim and Appeal to Us as described in this "Internal Claims and Appeals Procedures" section:

- Pre-Service Claims (urgent and non-urgent)
- Concurrent Care Claims (urgent and non-urgent)
- Post-Service Claims

**Pre-Service Claims and Appeals.** Pre-Service Claims are requests that We provide or pay for a Service that You have

not yet received. Failure to receive authorization before receiving a Service that must be authorized or pre-certified in order to be a covered benefit may be the basis for Our denial of Your pre-service claim or a post-service claim for payment. If You receive any of the Services You are requesting before We make Our decision, Your pre-service claim or appeal will become a post-service claim or appeal with respect to those Services. If You have any general questions about pre-service claims or appeals, please call Member Services at 855-512-5997.

Here are the procedures for filing a pre-service claim, a non-urgent pre-service appeal, and an urgent pre-service appeal.

### **Pre-Service Claim**

---

Tell Health Plan in writing that You want to make a claim for Us to provide or pay for a Service You have not yet received. Your request and any related documents You give Us constitute Your Claim. You may call Our Member Services Department at 855-512-5997, or mail or deliver a letter to:

**Kaiser Permanente  
Member Services Department  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736**

**[Or via Fax at 404-364-4743.]**

- If You want Us to consider Your pre-service claim on an urgent basis, Your request should tell Us that by calling all Our Member Services Department at 404-261-2590 (local) or 1-888-865-5813 (long distance). We will decide whether Your Claim is urgent or non-urgent unless Your attending health care provider tells Us Your Claim is urgent. If We determine that Your Claim is not urgent, We will treat Your Claim as non-urgent. Generally, a claim is urgent only if using the procedure for non-urgent claims (a) could seriously jeopardize Your life, health, or ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of Your medical condition, subject You to severe pain that cannot be adequately managed without the Services You are requesting.
- We will review Your Claim and, if We have all the information We need, We will make a decision within a reasonable period of time but not later than 15 days after We receive Your Claim. We may extend the time for making a decision for an additional 15 days if circumstances beyond Our control delay Our decision, if We notify You prior to the expiration of the initial 15-day period. If We tell You We need more information, We will ask You for the information within the initial 15-day decision period, and We will give You 45 days to send the information. We will make a decision within 15 days after We receive the first piece of information (including

documents) We requested. 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 45 days after We send Our request, We will make a decision based on the information We have within 15 days following the end of the 45-day period.

- We will send written notice of Our decision to You and, if applicable to Your provider.
- If Your pre-service claim was considered on an urgent basis, We will notify You of Our decision orally or in writing within a timeframe appropriate to Your clinical condition but not later than 72 hours after We receive Your Claim. Within 24 hours after We receive Your Claim, We may ask You for more information. We will notify You of Our decision within 48 hours of receiving the first piece of requested information. If We do not receive any of the requested information, then We will notify You of Our decision within 48 hours after making Our request. If We notify You of Our decision orally, We will send You written confirmation within 3 days after that.

If We deny Your Claim (if We do not agree to provide or pay for all the Services You requested), Our Adverse Benefit Determination notice will tell You why We denied Your Claim and how You can appeal.

### **Non-Urgent Pre-Service Appeal**

---

Within 180 days after You receive Our Adverse Benefit Determination notice, You must tell Us in writing that You want to appeal Our denial of Your pre-service claim. Please include the following: (1) Your name and Medical Record Number, (2) Your medical condition or relevant symptoms, (3) the specific Service that You are requesting, (4) all of the reasons why You disagree with Our adverse benefit denial, and (5) all supporting documents. Your request and the supporting documents constitute Your Appeal. You may call the Appeals Department at (404)-364-4862, or mail or deliver a letter to:

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736**

**[Or via Fax at 404-364-4743.]**

- We will review Your Appeal and send You a written decision within 30 days after We receive Your Appeal.
- If We deny Your Appeal, Our Adverse Benefit Determination notice will tell You why We denied Your Appeal

and will include information regarding any further process, including external review that may be available to You.

### **Urgent Pre-Service Appeal**

---

Tell Us that You want to urgently appeal Our Adverse Benefit Determination regarding Your pre-service claim. Please include the following: (1) Your name and Medical Record Number, (2) Your medical condition or symptoms, (3) the specific Service that You are requesting, (4) all of the reasons why You disagree with Our Adverse Benefit Determination, and (5) all supporting documents. Your request and the supporting documents constitute Your Appeal. You must submit Your Appeal in writing. Your request and the supporting documents constitute Your Appeal. You may call the Appeals Department at (404)-364-4862, or mail or deliver a letter to:

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736**

- When You send Your Appeal, You may also request simultaneous external review of Our initial Adverse Benefit Determination. If You want simultaneous external review, Your 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 may be able to request external review after We make Our decision regarding Your Appeal (see “External Review” in this “Claims and Appeals Procedures” section), if Our internal appeal decision is not in Your favor.
- We will decide whether Your Appeal is urgent or non-urgent unless Your attending health care provider tells Us Your Appeal is urgent. If We determine that Your Appeal is not urgent, We will treat Your appeal as non-urgent. Generally, an appeal is urgent only if using the procedure for non-urgent claims or appeals (a) could seriously jeopardize Your life, health, or ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of Your medical condition, subject You to severe pain that cannot be adequately managed without the Services You are requesting.
- We will review Your Appeal and give You oral or written notice of Our decision as soon as Your clinical condition requires, but not later than 72 hours after We received Your Appeal. If We notify You of Our decision orally, We will send You a written confirmation within 3 days after that.
- If We deny Your Appeal, Our Adverse Benefit Determination notice will tell You why We denied Your Appeal

and will include information regarding any further process, including external review, which may be available to You.

### **Concurrent Care Claims and Appeals**

---

Concurrent care claims are requests that Health Plan continue to provide, or pay for, an ongoing course of covered treatment to be provided over a period of time or number of treatments, when the course of treatment already being received is scheduled to end. If You have any general questions about concurrent care claims or appeals, please call Member Services at 855-512-5997.

If We either (a) deny Your request to extend Your current authorized ongoing care (Your Concurrent Care Claim) or (b) inform You that authorized care that You are currently receiving is going to end early and You appeal Our Adverse Benefit Determination at least 24 hours before Your ongoing course of covered treatment will end, then during the time that We are considering Your Appeal, You may continue to receive the authorized Services. If You continue to receive these Services while We consider Your Appeal and Your Appeal does not result in Our approval of Your concurrent care claim, then You will have to pay for the Services that We decide are not covered.

Here are the procedures for filing a concurrent care claim, a non-urgent concurrent care appeal, and an urgent concurrent care appeal:

#### **Concurrent Care Claim**

---

Tell Us in writing that You want to make a concurrent care claim for an ongoing course of covered treatment. Inform Us in detail of the reasons that Your authorized ongoing care should be continued or extended. Your request and any related documents You give Us constitute Your Claim. You must call, mail or deliver Your Claim to Us. You may call Member Services at 855-512-5997, or mail or deliver a letter to:

**Kaiser Permanente  
Member Services Department  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736**

- If You want Us to consider Your Claim on an urgent basis and You contact Us at least 24 hours before Your care ends, You may request that We review Your concurrent claim on an urgent basis. We will decide whether Your Claim is urgent or non-urgent unless Your attending health care provider tells Us Your Claim is urgent. If We determine that Your Claim is not urgent, We will treat Your Claim as non-urgent. Generally, a claim is urgent only if using the procedure for non-urgent claims (a) could seriously jeopardize Your life, health or ability to



regain maximum function, or (b) would, in the opinion of a physician with knowledge of Your medical condition, subject You to severe pain that cannot be adequately managed without extending Your course of covered treatment.

- We will review Your Claim, and if We have all the information We need We will make a decision within a reasonable period of time. If You submitted Your Claim 24 hours or more before Your care is ending, We will make Our decision before Your authorized care actually ends. If Your authorized care ended before You submitted Your Claim, We will make Our decision but no later than 15 days after We receive Your Claim. We may extend the time for making a decision for an additional 15 days if circumstances beyond Our control delay Our decision, if We send You notice before the initial 15-day decision period ends. If We tell You We need more information, We will ask You for the information before the initial decision period ends, and We will give You until Your care is ending or, if Your care has ended, 45 days to send Us the information. We will make Our decision as soon as possible, if Your care has not ended, or within 15 days after We first receive any information (including documents) We requested. 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 the stated timeframe after We send Our request, We will make a decision based on the information We have within the appropriate timeframe, not to exceed 15 days following the end of the timeframe We gave You for sending the additional information.
- We will send written notice of Our decision to You and, if applicable to Your provider.
- If We consider Your concurrent claim on an urgent basis, We will notify You of Our decision orally or in writing as soon as Your clinical condition requires, but not later than 24 hours after We received Your Appeal. If We notify You of Our decision orally, We will send You written confirmation within 3 days after receiving Your Claim.
- If We deny Your Claim (if We do not agree to provide or pay for extending the ongoing course of treatment), Our Adverse Benefit Determination notice will tell You why We denied Your Claim and how You can appeal.

### **Non-Urgent Concurrent Care Appeal**

---

Within 180 days after You receive Our Adverse Benefit Determination notice, You must tell Us in writing that You want to appeal Our Adverse Benefit Determination. Please include the following: (1) Your name and Medical Record Number, (2) Your medical condition or symptoms, (3) the ongoing

course of covered treatment that You want to continue or extend, (4) all of the reasons why You disagree with Our Adverse Benefit Determination, and (5) all supporting documents. Your request and all supporting documents constitute Your Appeal. You must send Your Appeal to Our Appeals Department at the address shown below or, call Our Appeals Department at (404)-364-4862.

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736**

- We will review Your Appeal and send You a written decision as soon as possible if Your care has not ended but not later than 30 days after We receive Your Appeal.
- If We deny Your Appeal, Our Adverse Benefit Determination decision will tell You why We denied Your Appeal and will include information about any further process, including external review, which may be available to You.

### **Urgent Concurrent Care Appeal**

---

Tell Us that You want to urgently appeal Our Adverse Benefit Determination regarding Your urgent concurrent claim. Please include the following: (1) Your name and Medical Record Number, (2) Your medical condition or symptoms, (3) the ongoing course of covered treatment that You want to continue or extend, (4) all of the reasons why You disagree with Our Adverse Benefit Determination, and (5) all supporting documents. Your request and the supporting documents constitute Your Appeal. You must send Your Appeal to Our Appeals Department at the address shown below or, call Our Appeals Department at (404)-364-4862.

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736**

- When You send Your Appeal, You may also request simultaneous external review of Our Adverse Benefit Determination. If You want simultaneous external review, Your Appeal must tell Us this. You will be eligible for the simultaneous external review only if Your concurrent care claim qualifies as urgent. If You do not request simultaneous external review in Your Appeal, then You may be able to request external review after We make Our decision regarding Your Appeal (see “External Review” in this “Claims and Appeals Procedures” section).
- We will decide whether Your Appeal is urgent or non-urgent unless Your attending health care provider tells

Us Your Appeal is urgent. If We determine that Your Appeal is not urgent, We will treat Your appeal as non-urgent. Generally, an appeal is urgent only if using the procedure for non-urgent appeals (a) could seriously jeopardize Your life, health, or ability to regain maximum function, or (b) would, in the opinion of a physician with knowledge of Your medical condition, subject You to severe pain that cannot be adequately managed without continuing Your course of covered treatment.

- We will review Your Appeal and notify You of Our decision orally or in writing as soon as Your clinical condition requires, but no later than 72 hours after We receive Your Appeal. If We notify You of Our decision orally, We will send You a written confirmation within 3 days after that.
- If We deny Your Appeal, Our Adverse Benefit Determination notice will tell You why We denied Your Appeal and will include information about any further process, including external review, which may be available to You.

### **Post-Service Claims and Appeals**

---

Post-Service Claims are requests that We for pay for Services You already received, including claims for non-Plan Emergency Services. If You have any general questions about post-service claims or appeals, please call Claims Customer Service at (404)-364-4862.

Here are the procedures for filing a post-service claim and a post-service appeal:

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

---

Within 12 months after the date You received the Services, mail Us a letter explaining the Services for which You are requesting payment. Provide Us with the following: (1) the date You received the Services, (2) where You received them, (3) who provided them, and (4) why You think We should pay for the Services. You must include a copy of the bill, medical records, and any supporting documents. Your letter and the related documents constitute Your Claim. You must either mail Your Claim to:

**Kaiser Permanente  
Claims Administration  
P.O. Box 370010  
Denver, CO 80237-9998**

- We will not accept or pay for claims received from You after 12 months from the date of Services.
- We will review Your Claim according to Our claims adjudication policies (such as following Medicare practices to determine the liability for an amount of a claim, and if We have all the information We need We will send You

a written decision within 15 business days for electronic claims and 30 calendar days for paper claims after We receive Your Claim. We may extend the time for making a decision for an additional 15 days if circumstances beyond Our control delay Our decision, if We notify You within 30 days after We receive Your Claim. If We tell You We need more information, We will ask You for the information before the end of the initial 30-day decision period ends, and We will give You 45 days to send Us the information. We will make a decision within 15 days after We receive the first piece of information (including documents) We requested. 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 45 days after We send Our request, We will make a decision based on the information We have within 15 days following the end of the 45-day period.

- If We deny Your Claim (if We do not pay for all the Services You requested), Our Adverse Benefit Determination notice will tell You why We denied Your Claim and how You can appeal.

#### **Post-Service Appeal**

---

Within 180 days after You receive Our Adverse Benefit Determination, tell Us in writing that You want to appeal Our denial of Your post-service claim. Please include the following: (1) Your name and Medical Record Number, (2) Your medical condition or symptoms, (3) the specific Services that You want Us to pay for, (4) all of the reasons why You disagree with Our Adverse Benefit Determination, and (5) include all supporting documents. Your request and the supporting documents constitute Your Appeal. You may call the Appeals Department at (404)-364-4862, or mail or deliver a letter to the address shown below:

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736**

**[Or via Fax at 404-364-4743.]**

- We will review Your Appeal and send You a written decision within 60 days after We receive Your Appeal.
- If We deny Your Appeal, Our Adverse Benefit Determination will tell You why We denied Your Appeal and will include information regarding any further process, including external review, which may be available to You.

## External Review

---

If You are dissatisfied with Our final internal Adverse Benefit Determination, You may have a right to request an external review by an independent third-party when our final adverse benefit determination relies on medical judgment or involves a decision related to rescission of your coverage.

Within four months after the date on which You receive Our final internal Adverse Benefit Determination, send Your written request for external review to:

**MAXIMUS Federal Services**  
**3750 Monroe Avenue, Suite 705**  
**Pittsford, NY 14534**

Or, You may fax Your request to 1-(888)-866-6190 or submit Your request online at [www.externalappeal.com](http://www.externalappeal.com). If You have any questions or concerns during the external review process, You may call toll free 1-(888)-866-6205.

- You must submit a Privacy Act Statement with Your request for external review. We will provide a copy of it to You with Our final internal Adverse Benefit Determination. If You need another copy You may request one from Us by calling 877-549-8152 or You can download a copy at [https://www.cms.gov/CCIIO/Resources/Files/Downloads/notice\\_of\\_privacy\\_act\\_rights\\_sept\\_7\\_2010.pdf](https://www.cms.gov/CCIIO/Resources/Files/Downloads/notice_of_privacy_act_rights_sept_7_2010.pdf).
- You may submit additional information to the external reviewer by sending it to the external reviewer address or fax number set forth above. Please note that any additional information that You submit will be shared with Us so that We may reconsider Our final internal Adverse Benefit Determination.
- The federal external reviewer will first determine whether You are entitled to external review and will notify You and Us in writing if You are not eligible for external appeal. The federal external review will then review all of the information and documents timely received *de novo* and will provide written notice of a final external review decision as soon as possible and no later than 45 days after the federal external reviewer receives Your request for external review. This written notice will be sent to You and Us.
- You may make a written or oral request for an expedited external review if (1) the timeframe for completion of an expedited internal appeal would seriously jeopardize Your life or health or would jeopardize the claimant's ability to regain maximum function but only when You have also filed a timely request for an expedited internal appeal related to Your urgent pre-service or concurrent care claim, or (2) You have received Our final internal Adverse Benefit Determination and You have a medical condition for which the timeframe for

completion of a standard external review would seriously jeopardize Your life or health or if the final internal Adverse Benefit Determination concerns an admission, availability of care, continued state or health care supply or service for which You have received services, but have not been discharged from a facility. If the external reviewer determines that You are not eligible for expedited external review, then the external reviewer will notify You and Us as soon as possible. The external reviewer must provide notice of the final external review decision as soon as the medical circumstances require but no later than 72 hours after the external review receives Your request for expedited external review unless You are in an ongoing course of treatment for that condition and then the external review decision will be provided within 24 hours. This notice may be provided orally but must be followed in writing to You and Us within 48 hours of the oral notification.

To make a request for expedited external review You may select "expedited" if submitting the review request online, or by emailing [FERP@maximus.com](mailto:FERP@maximus.com), asking for expedited review in Your written request for external review or calling the Federal External Review Process at 888-866-6052 ext. 3326.

- If the external reviewer overturns Our decision with respect to any Service, We will provide coverage or payment for that Service as directed.

**Except when external review is permitted to occur simultaneously with Your urgent pre-service appeal or urgent concurrent care appeal, You must exhaust Our internal claims and appeals procedure for Your Claim before You may request external review unless We have failed to comply with federal requirements regarding Our claims and appeals procedures.**

## Additional Review

---

You may have certain additional rights if You remain dissatisfied after You have exhausted Our internal claims and appeals procedures, and if applicable, external review. Please refer to Your Eligibility & Enrollment Guide at [www.dch.georgia.gov/shbp-plan-documents](http://www.dch.georgia.gov/shbp-plan-documents) if You have further questions.

## **SECTION 5 - Termination of Membership**

---

---

### **Termination Generally**

---

**We may terminate the membership of the Subscriber and all enrolled Dependents if Your Group fails to pay Us the appropriate Premium due.**

Termination shall be effective as of the date in the written notice. All rights to benefits and services under this Agreement shall cease as of the date of termination. To the extent required by law, termination shall not prejudice an existing claim initially incurred while Your membership was in full force and in effect.

**NOTE: We may report any Member fraud to the authorities for prosecution and pursue civil remedies.**

### **Continued Benefits for Certain Disabled Members if Group Agreement Terminates**

---

If the Group Agreement between Health Plan and Group is terminated a Member who is totally disabled on the effective date of termination shall, subject to all exclusions, limitations and reductions of this *Evidence of Coverage*, including payment of Copayments charges in excess of the Eligible Charges, as described in the applicable *Evidence of Coverage*, be covered for the disabling condition until the earliest of the following events occurs: (1) for 12 months; or (2) until no longer totally disabled; or (3) until the benefits under this *Evidence of Coverage* expire; or (4) until We determine that treatment is no longer medically appropriate for the disabling condition. All the provisions of the Group Agreement and this *Evidence of Coverage* shall apply to such continuing benefits for the disabling condition. For purposes of this section, a person is totally disabled if he or she has any medically determinable physical or mental impairment that renders the person unable to (1) do any of the material acts necessary to the transaction of his or her occupation as that occupation is customarily practiced, or (2) perform any of the material activities or duties of individuals of like sex and age, as determined by Us (Ga. Comp. R. & Regs. r. 120-2-10-.10(5)).

## SECTION 6 - Miscellaneous Provisions

---

### Administration of Agreement

---

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

### Agreement Binding on Members

---

By electing coverage or accepting benefits under this *Evidence of Coverage*, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all provisions of this *Evidence of Coverage*.

### Amendment of Agreement with Group

---

Your Group's Agreement with Health Plan will change periodically. If those changes affect this *Evidence of Coverage*, Your Group is required to make revised materials available to You.

No agent or other person except an officer of Health Plan has authority to do any of the following: (1) waive any condition or restriction of this Agreement; (2) extend the time for making Premium; or (3) bind Health Plan by making any promises or representations or by giving or receiving any information.

### Applications and Statements

---

You must complete any applications, forms, or statements that We request in Our normal course of business or as specified in this *Evidence of Coverage* and We will rely on the information in Your application.

### Assignment

---

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

### Contracts with Providers

---

Health Plan and Plan Providers are independent contractors.

Your Plan Providers are paid in a number of ways, including salary, capitation, case rates, fee for service, and incentive payments based on factors such as quality of care, Member satisfaction and other performance measures.

If You would like further information about the way Plan Providers are paid to provide or arrange medical and hospital care for Members, please call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

Our contracts with Plan Providers provide that You are not liable for any amounts We owe. However, You may be liable

for the cost of non-covered Services or Services You obtain from non-Plan Providers or after Your membership terminates. You will owe cost sharing amounts to Plan Providers until You satisfy any deductible and/or out-of-pocket maximum amounts.

If Our contract with any Plan Provider terminates while You are under the care of that physician or hospital, We will retain financial responsibility for covered Services You receive from that physician, in excess of any applicable Deductibles or Copayments, until We make arrangements for the Services to be provided by another Plan Provider and so notify You.

In addition, if You currently are undergoing an active course of treatment from a Plan Provider when the contract with him or her ends (for reasons other than medical disciplinary cause or criminal activity), You may be eligible to continue receiving covered Services from the terminated physician for Your condition. The conditions that are subject to this continuation of care provision are:

- Chronic condition or terminal illness or if You are inpatient. The covered Services may continue for up to 60 days, from the date of the provider contract termination date if necessary for a safe transfer of care to a Plan Provider or another provider as determined by Us.
- Covered Services related to pregnancy. Covered Services will continue for the remainder of that pregnancy, including six weeks of postnatal care if necessary for a safe transfer of care to a Plan Provider as determined by Us.

### Continuation of Care with Terminated Providers

---

For any continuation of care with a terminated provider (as explained in this section) the Services must be otherwise covered under this *Evidence of Coverage*. Also, the terminated physician must agree in writing to Our contractual terms and conditions and comply with them for covered Services to continue to be covered by Us.

If You would like more information about this provision, or to make a request, please call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

### Governing Law

---

Except as preempted by applicable federal law, this *Evidence of Coverage* will be governed in accord with Georgia law and any provision that is required to be in this *Evidence of Coverage* by state or federal law shall bind Member and Health Plan whether or not set forth in this *Evidence of Coverage*.

## **New Technology Assessments**

---

We participate in Kaiser Permanente's Interregional New Technologies Committee's evaluation of new technologies. Medical Group Physicians can provide input and make requests through Us for treatments involving new technologies and their inclusion as a Service. Decisions about implementing new technologies including but not limited to those medical and behavioral health care treatments, pharmaceuticals and medical devices, are coordinated through Kaiser Permanente's New Technology Review Committee.

## **Victims of Family Violence or Sexual Abuse**

---

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence or sexual assault.

## **Member Rights and Responsibilities**

---

As a Member, it is important to know Your rights and responsibilities. To have a detailed discussion or to obtain a detailed description of Your rights and responsibilities, please call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

Your participation in decisions about Your health care and Your willingness to communicate with Your Plan Provider help Us to provide You appropriate and effective health care. We want to make sure You receive the information You need to participate in Your health care. We also want to make sure Your rights to privacy and to considerate care are honored.

As an adult member, You can exercise these rights Yourself. If You are a minor, or if You become incapable of making decisions about Your health care, these rights will be exercised by the person having legal responsibility for participating in decisions concerning Your medical care.

*You have the right to...*

**... Participate with practitioners in making decisions about Your health care.** This includes the right to receive information You need in order to accept or refuse a treatment that is recommended. Emergencies or other circumstances occasionally may limit Your participation in a treatment decision. In general, however, You will not receive any medical treatment before You or Your legal representative give consent. You have the right to be informed about and refuse to participate in experimental care proposed by Your physicians.

**... a candid discussion of appropriate or Medically Necessary treatment options for Your condition, regardless of cost or benefit coverage.**

**... information and assurance of compliance regarding advance directives as described by the provisions of the Patient Self-Determination Act of 1990.** You have the right to choose a person to make medical decisions for You, if You are unable to do so, and to express Your choices about Your

future care. These choices may be expressed in such documents as an Advanced Directive, which includes a durable power of attorney for health care or a living will. You should inform Your family and Your doctor of Your wishes, and give them any documents that describe Your wishes concerning future care.

**... receive the medical information and education You need to participate in Your health care to ensure a safe course of treatment.** This information includes the diagnosis of a health complaint, the recommended treatment, alternative treatments, and the risk and benefits of the recommended treatment. We will try to make this information as understandable as possible. You also have the right to review and receive copies of Your medical records within the established time frame and with associated reproduction costs, unless the law restricts Our ability to make them available. You have the right to the consideration of ethical issues that may arise in connection with Your health care.

**... for information to be provided to You and Your family about the outcomes of care, including unanticipated outcomes.**

**...receive information about the managed care organization, its services, its practitioners and providers, and members' rights and responsibilities.**

**... receive considerate, respectful care.** We respect Your personal preferences and values.

**... have impartial access to treatment.** You have the right to medically indicated treatment that is a covered benefit which is provided, prescribed or directed by a Medical Group physician, regardless of Your race, religion, sex, sexual orientation, national origin, cultural background, physical or mental challenge or financial status.

**... be assured of privacy and confidentiality.** You have the right to be treated with respect and recognition of Your dignity and need for privacy. Member information will be handled in a manner to preserve and protect its confidentiality. This includes, but is not limited to, the maintenance of medical records in a secure environment and education of staff regarding confidentiality. Kaiser Permanente will not release Your medical information without Your authorization, except as required or permitted by law to administer benefits, comply with government requirements or participate in bona fide research or education.

**... participate in physician selection.** You have the right to select and change physicians within the Kaiser Permanente Health Plan. You have the right to a second opinion by a Plan Physician. You have the right to consult with a non-Kaiser Permanente physician at Your expense.

**... know and use customer satisfaction resources.** You have the right to know about resources, such as Member Services and complaint and appeals processes to help answer Your questions and solve problems. You have the right to

make complaints without concerns that Your care will be affected. Your *Evidence of Coverage* describes procedures to make complaints and appeals.

... **make recommendations regarding the organization's members' rights and responsibilities policies.** We welcome Your suggestions and questions about Kaiser Permanente, its services, the health professionals providing care and member's rights and responsibilities.

... **seek financial assistance.** You have the right to speak to a representative in Our Patient Business office if You have extenuating circumstances and are unable to pay the out-of-pocket costs of essential care and Services prescribed by a Southeast Permanente Medical Group provider. The Patient Business office can provide information on Our charity care program and its eligibility requirements.

... **a safe, secure, clean, and accessible environment.** You have the right to obtain services in an environment that is appropriate for the provision of medical services to You and other Members. If You are disruptive, unruly, or abusive to the extent that the behavior threatens the safety of others, Our property, or Our ability to provide Services to You or to other Members, or You fail to establish and maintain a satisfactory provider-patient relationship, after the Plan Provider has made reasonable efforts to promote such a relationship, We may:

- Select another of Our medical offices, another Plan Provider and/or a non-Plan Provider of Our choosing, from which You will receive care;
- Monitor Your visits with Your Plan Providers and/or Your visits to Our medical offices, including but not limited to restricting Your access to certain areas within Our medical offices and/or being escorted by security personnel;
- Pursue legal action; or
- Take other action as We deem appropriate.

We reserve the right to determine and complete any and all appropriate actions and the timing thereof at Our discretion.

#### ***You are responsible for...***

... **knowing the extent and limitations of Your health care benefits.** An explanation of these is contained in Your *Evidence of Coverage*.

... **identifying Yourself.** You are responsible for Your membership card, for using the card only as appropriate, and for ensuring that other people do not use Your card.

... **keeping appointments.** You are responsible for promptly canceling any appointments that You do not need or cannot keep.

... **providing accurate and complete information.** You are responsible for providing accurate information about Your present and past medical condition, as You understand it. You should report any unexpected changes in Your condition to Your health professional.

... **understanding Your health problems and participating in developing mutually agreed upon treatment goals to the degree possible.**

... **following the treatment plan agreed upon by You and Your health professional.** You should inform Your health professional if You do not clearly understand Your treatment plan and what is expected of You. If You believe that You cannot follow through with Your treatment, You are responsible for telling Your health professional.

... **recognizing the effect of Your lifestyle on Your health.** Your health depends not just on care provided by Kaiser Permanente, but also on the decisions You make in Your daily life, such as smoking or ignoring care recommendations.

... **fulfilling financial obligations.** You are responsible for paying on time any money You owe Health Plan.

... **being considerate of others.** You should be considerate of health professionals and other patients. You should also respect the property of other patients and of Kaiser Permanente.

### **Claims Review Authority**

---

We are responsible for determining whether You are entitled to benefits under this *Evidence of Coverage* and We have the discretionary authority to review and evaluate claims that arise under this *Evidence of Coverage*. We conduct this evaluation independently by interpreting the provisions of this *Evidence of Coverage*. If coverage under this *Evidence of Coverage* is subject to the Employee Retirement Income Security Act (ERISA) claims procedure regulation (29 CFR 2560.503-1), then We are a "named claims fiduciary" with respect to review of claims under this *Evidence of Coverage*.

### **No Waiver**

---

Our failure to enforce any provision of this *Evidence of Coverage* will not constitute a waiver of that or any other provision or impair Our right thereafter to require Your strict performance of any provision.

### **Notices**

---

Our notices to You will be sent to the most recent address We have for You. You are responsible for notifying Us of any change in address. Members who move should call Our Member Services Department at 855-512-5997 as soon as possible to give Us their new address.

## SECTION 7 - Benefits

---

### Introduction

Please refer to the "Schedule of Benefits" section for the Cost Sharing amounts, if any, You must pay for covered Services described in this section.

The Services described in this "SECTION 7 - Benefits" section are covered only if **ALL** the following conditions are satisfied:

1. You are a Member on the date the covered Service is rendered;
2. You have not met the maximum benefit amount (a maximum benefit usually applies per Member per Year) for the Service, if any;
3. The Services are provided by a Plan Provider (unless they are qualified Emergency Service or are to be provided by a non-Plan Provider subject to an approved referral as described in the "Referral" section, above) in accordance with the terms and conditions of this *Evidence of Coverage* including but not limited to the requirements, if any for Prior Authorization; and
4. The Services are Medically Necessary.

If You receive Services and We determined the Services are not covered Services, then Health Plan will not pay for such Services. You will be responsible for all charges for the Services if We decided not to cover the Services subject to Your right to appeal Our Adverse Benefit Determination.

### What You Pay

---

When You access covered Services, You will be required to pay applicable Cost Sharing amounts, such as Copayments, and Annual Deductibles and/or other deductibles, as described in this *Evidence of Coverage*, and as shown in the "Schedule of Benefits" section. You will also be required to pay any amount in excess of Eligible Charges.

These terms are described in the "SECTION 9 - Definitions" section and applicable amounts are shown in the "Schedule of Benefits" section.

### What We Pay

---

After You pay the Annual Deductible or Copayments, We will provide or pay up to the Eligible Charge for covered Services.

Our payment:

- Will not exceed any applicable maximum shown in the Schedule of Benefits;
- Will be subject to the limitations shown in the Schedule of Benefits and in this *Evidence of Coverage*;

- Will be subject to the General Limitations and Exclusions;
- Will be subject to satisfaction of any requirements for prior authorization. See "Prior Authorization for Services" shown in this section; and
- Will not exceed Eligible Charges.

You will be responsible for paying any amounts in excess of Eligible Charges to non-Plan Providers for Services that are not for treatment of an Emergency Medical Condition.

### Prior Authorization for Services

---

**Certain covered Services require Prior Authorization, including, but not limited to, a Referral, in advance of Your appointment or admission in order to be covered. Please call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997, to find out the Services that require Prior Authorization.**

If You received Services and Prior Authorization was required but not obtained or such Services were later determined not to be Medically Necessary, Health Plan will not cover the Services. You will be responsible for all charges for the Services.

Before giving approval to a request for Prior Authorization, We consider if the Service is a covered benefit under Your plan, and Medical Necessary.

Except as prohibited by law, Prior Authorization is not a guarantee of payment and will not result in payment for Services that are not covered benefits and Medically Necessary or if You are not enrolled on the date that Services were provided.

### Outpatient Services

---

We cover the following outpatient Services only when prescribed as part of care covered under the headings in this "SECTION 7 - Benefits" section, in conjunction with other parts of this "SECTION 7 - Benefits" section (for example, diagnostic x-ray and laboratory tests are covered for infertility only to the extent that infertility Services and supplies are covered under "Infertility Services"):

- Laboratory tests, including tests for specific genetic disorders for which genetic counseling is available and indicated;
- X-rays and general radiology imaging Services;
- High tech radiology Services (including CT, PET, MRI, myelograms, and Nuclear Medicine scans);
- Outpatient surgery (including professional Services). Cost Share may vary by Service location. The Outpatient surgery cost share applies in the office setting when a



licensed staff member monitors Your vital signs as You regain sensation after receiving drugs to reduce sensation or to minimize discomfort;

- Outpatient facility/hospital Services (including professional Services);
- Chemotherapy (and all other visits to infusion centers);
- Diabetes treatment including equipment, supplies, pharmacological agents and outpatient self-management training and education that are Medically Necessary. Self-management training and education must be provided by a certified, registered or licensed health care professional with expertise in diabetes; and
- Radiation Therapy.

### **Tele-medicine**

---

Tele-medicine visits (not including telephone conversations and electronic mail messages) are considered office visits, however, Office visit copayment, coinsurance, and/or deductible does not apply to tele-medicine visits.

### **Office Services**

---

We cover the following office Services for diagnosis, treatment and preventive care:

- Primary care visits – Services from internal medicine, family practice, pediatrics; and
- Specialty care visits, including consultation and second opinions with Plan Provider in departments other than those listed under “Primary care visits” above.

### **Health Education**

---

We also cover a variety of health education counseling, programs, and materials to help You take an active role in protecting and improving Your health, including programs for tobacco cessation, and chronic conditions (such as diabetes and asthma).

### **Preventive Visits and Services**

---

We cover a variety of preventive care Services, which are Services that do one or more of the following:

- Protect against disease, such as in the use of immunizations
- Promote health, such as counseling on tobacco use
- Detect disease in its earliest stages before noticeable symptoms develop, such as screening for breast cancer

We cover one breast pump per birth and the coverage is subject to all coverage requirements described in other parts of this “SECTION 7 - Benefits” section and all provisions in the “SECTION 8 - General Exclusions, Limitations, Reimbursement of Health Plan, and Coordination of Benefits (COB)”

section. Coverage is limited to the standard item of equipment that adequately meets Your needs.

These preventive care Services are subject to all coverage requirements described in other parts of this “SECTION 7 - Benefits” section and all provisions in the “General Exclusions, Limitations, and Reimbursement of Health Plan” section. For example, We cover a preventive care Service that is an outpatient laboratory Service only if it is covered under the “Office Services” section, subject to the “SECTION 8 - General Exclusions, Limitations, Reimbursement of Health Plan and Coordination of Benefits” section.

We cover at no charge (including not subject to the Annual Deductible) the preventive care Services listed on Our “Preventive Care Services Covered with No Copayments requirements” list. This list is subject to change at any time and is available from Our Members Services Department or on Our website at [www.my.kp.org/shbp](http://www.my.kp.org/shbp).

### **Maternity Care**

---

We cover all obstetrical care, prenatal visits following the confirmation of pregnancy, intrapartum care (childbirth and delivery including cesarean section), and postnatal visits. Covered Services include care for uncomplicated pregnancy and labor and delivery; spontaneous vaginal delivery; and complications of pregnancy. Complication of pregnancy means conditions requiring hospital confinement when the pregnancy is not terminated and the diagnoses of conditions which are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. Examples include but are not limited to acute nephritis, cardiac decompensation, missed abortion, pre-eclampsia, and similar medical and surgical conditions of comparable severity, as well as, ectopic pregnancy which is terminated.

#### **Notes:**

- If Your attending Plan Physician determines, after conferring with You, that You will be discharged less than 48 hours after delivery (or 96 hours if delivery is by cesarean section), Your physician will order a follow-up visit for You and Your newborn to take place within 48 hours after discharge and may order a second visit if appropriate. Please see the Notice Regarding Your Health Insurance Coverage at the beginning of this *Evidence of Coverage* for further information.
- If Your newborn remains in the hospital after You are discharged, or Your newborn is not admitted to the normal newborn nursery, Your newborn’s hospital stay is a separate inpatient admission. All applicable inpatient facility charges and hospital charges will apply to Your newborn’s stay.
- Those services which are listed on Our “Preventive Care Services Covered with No Copayments requirements” list shall be considered preventive services (as covered under the “Preventive Visits and Services” provision of

this *Evidence of Coverage*) and not Services covered under this “Maternity Care” provision to comply with the HRSA Guidelines.

### **Physical, Occupational, Speech Therapy, Multidisciplinary Rehabilitation, Habilitative Services, and Cardiac Rehabilitation**

Physical, Occupational, Speech Therapy, Multidisciplinary Rehabilitation, Habilitative Services, and Cardiac Rehabilitation require Prior Authorization before You receive such Services, as described under “Prior Authorization for Services” at the beginning of this section. If Prior Authorization is not obtained for the Services You receive You will be responsible for all charges for such Services.

Your plan may include day or visit limits for physical, occupational and speech therapy, Multidisciplinary Rehabilitation, Habilitation and Cardiac Rehabilitation. Refer to the “Schedule of Benefits” section for more information.

Visit limits do not apply to covered therapy Services provided in a hospital, Skilled Nursing Facility or as part of covered home health care or hospice care.

#### ***Habilitative Services***

We cover health care services and devices that help a person keep, learn, or improve skills and functioning for daily living (Habilitative Services). Examples included therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

#### ***Limitations***

- Occupational therapy is limited to treatment to achieve and maintain improved self-care and other customary activities of daily living.
- Speech therapy is limited to treatment for impairments of specific organic origin.

#### ***Cardiac Rehabilitation***

If in the judgment of the Plan Physician significant improvement is achievable with treatment, We cover prescribed cardiac rehabilitation following a heart transplant, bypass surgery or myocardial infarction. Covered Services are provided on an outpatient basis and in accordance with Medicare guidelines.

#### ***Physical, Occupational, Speech Therapy, Multidisciplinary Rehabilitation, Habilitative Services, and Cardiac Rehabilitation Exclusions***

- Long-term physical therapy, speech therapy, occupational therapy and long-term rehabilitation.
- Cognitive rehabilitation programs, except for traumatic brain injury, vocational rehabilitation programs, and

therapies and rehabilitation done primarily for education purposes are not covered.

- Maintenance programs and Services related to activities such as prevention that are not related to the treatment of an injury or ailment, general exercises to promote overall fitness, wellness and flexibility, and activities to provide diversion or general motivation are not covered.
- Speech therapy for:
  - Educational placement or other educational purposes;
  - Training or therapy to improve articulation in the absence of injury, illness, or medical condition affecting articulation;
  - Tongue thrust in the absence of swallowing problems; and
  - Voice therapy for occupation or performing arts.

### **Autism Services**

All patient treatment Services described in this section are subject to Prior Authorization as described under “Prior Authorization for Services” at the beginning of the “Benefits” section.

The following terms, as used in this section, are defined below.

#### ***Qualified Autism Service Provider***

A provider who has the experience and competence to design, supervise, provide, or administer treatment for pervasive developmental disorder or autism.

The following Services are provided regardless of age:

- The treatment plan has measurable goals over a specific timeline that is developed and approved by the Qualified Autism Service Provider for the Member being treated.
- The treatment plan is reviewed annually by the Qualified Autism Service Provider and modified whenever appropriate.
- Outpatient physical, occupational, speech therapy and multidisciplinary rehabilitation or Habilitative services in a Plan Medical office when prescribed by a Plan Physician as Medically Necessary.
- Applied behavioral analysis including consultations, direct care, supervision, or treatment, or any combination thereof by Qualified Autism Service Providers. ABA referral requires pre-authorization and annual demonstration of ongoing medical necessity.

#### ***Autism Exclusions***

- for purposes of providing (or for the reimbursement of) respite care, day care, or non-ABA Qualified educational services,

- to reimburse a parent for participating in the treatment program.

## **Dialysis Care**

---

We cover dialysis Services related to acute renal failure and end-stage renal disease when all of the following conditions are met:

- You receive the Services in Our Service Area;
- You satisfy all the medical criteria developed by the Medical Group and by the facility providing the dialysis;
- You receive the Services in an acute hospital or an acute facility designated by Health Plan. The facility must be certified by Medicare; and
- You receive a written order for Your dialysis treatment from a Plan Provider.

We also cover the equipment, training and medical supplies required for home dialysis. Home dialysis includes home hemodialysis and peritoneal dialysis.

## **Emergency Services**

---

If You have an Emergency Medical Condition, call 911 (where available) or go to the nearest hospital emergency room. You do not need Prior Authorization for Emergency Services. When You have an Emergency Medical Condition, We cover Emergency Services You receive from Plan Providers or non-Plan Providers anywhere in the world, as long as the Services are covered under “Emergency Services” in the “SECTION 2 - How to Obtain Services” section. Emergency Services that You receive from Plan Providers are subject to the “General Exclusions, Limitations, and Reimbursement of Health Plan”.

“Emergency Services” are described under the “SECTION 2 - How to Obtain Services” section of this *Evidence of Coverage*.

## **Ambulance Services**

---

We cover the Services of a licensed ambulance only if, (i) Your condition requires the use of Services that only a licensed ambulance can provide; (ii) the use of other means of transportation would endanger Your health; and (iii) You will receive Services at Your destination. We will not cover ambulance Services in any other circumstances, even if no other transportation is available. We cover ambulance Services only inside Our Service Area, except as covered under “Emergency Services” in the “SECTION 2 - How to Obtain Services” section.

### ***Non-Ambulance Exclusion***

Transportation by car, taxi, bus, gurney van, wheelchair van, minivan, and any other type of transportation (other than a

licensed ambulance in the circumstances described above), is not covered, even if it is the only way to travel to a facility.

## **After-Hours Urgent Care**

---

We cover Services for an unexpected illness or injury that does not meet the criteria described under “Emergency Services” at Our designated **Kaiser Permanente Urgent Care Centers**. Our Health Line is available 24 hours a day, 7 days a week (404) 365-0966 (local) or 800-611-1811 (long distance), to provide medical advice. Services must be obtained at **Kaiser Permanente Urgent Care Centers** or at the Affiliated Community After-Hours Urgent Care Centers designated by Health Plan.

“After-Hours Urgent Care” is described under the “SECTION 2 - How to Obtain Services” section of this *Evidence of Coverage*.

## **Inpatient Services**

---

### **Hospital Inpatient Care**

---

All Plan Hospital admissions, except for Emergency Services as described under the “SECTION 2 - How to Obtain Services” section are subject to requirements regarding Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section.

We cover the following types of inpatient Services in a Plan Hospital only as described under these headings in this “SECTION 7 - Benefits” section, when the Services are generally and customarily provided by acute care general hospitals in Our Service Area:

- Room and board, including a private room if Medically Necessary;
- Specialized care and critical care units;
- General and special nursing care;
- Special diet;
- Operating and recovery room;
- Physician and other professional Services (such as anesthesiologist, pathologist, radiologist, surgeon);
- Anesthesia;
- Other hospital Services and supplies;
- Dressings and casts;
- Blood, blood products, and their administration. In addition, the collection and storage of autologous blood for elective surgery is covered when authorized by a physician;
- Respiratory therapy; and
- Medical social services and discharge planning.

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

---

### **Mental Health Services**

---

#### ***Outpatient Mental Health Services***

We cover Services received in the Medical Center, medical office or other facility designated by Health Plan for:

- Diagnostic evaluation and psychiatric treatment, and individual therapy visits;
- Group therapy visits; and
- Hospital alternative Services (as further described below) such as partial hospitalization and intensive outpatient psychiatric treatment programs, and
- Visits for the purpose of monitoring drug therapy.

#### ***Hospital Alternative Services***

If prescribed by a Plan Physician and subject to Prior Authorization, We cover treatment in a structured multidisciplinary program as an alternative to inpatient psychiatric care. Hospital alternative Services include the following:

- Partial hospitalization and treatment in an intensive outpatient psychiatric treatment program.
- Day or night treatment programs. Each session of day or night treatment is less than 8 hours.

#### ***Inpatient Mental Health Services***

We cover Inpatient Services in a Plan Hospital. All Inpatient Mental Health Services as described in this section require Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section and include Services of Plan Providers and other mental health professionals when performed, prescribed or directed by the Plan Providers or Plan Physicians, including: individual therapy, group therapy, shock therapy, drug therapy, and psychiatric nursing care.

We cover the following mental health Services:

- Evaluation;
- Crisis intervention;
- Room and board, including a private room if medically necessary; and
- Treatment.

Mental health Services are provided by Medical Group Physicians and other Plan Providers such as psychologists, psychiatric social workers, certified nurse specialists, and professional counselors.

#### ***Residential Treatment***

All Residential Treatment Services described in this section are subject to Prior Authorization as described under “Prior Authorization for Services” at the beginning of the “SECTION 7 - Benefits” section.

We cover residential treatment Services in a residential facility and Methadone Clinics (including medical treatment for withdrawal symptoms or other appropriate medication therapies).

Residential Treatment Services are provided by Medical Group Physicians and other Plan Providers such as psychologists, psychiatric social workers, certified nurse specialists, and professional counselors.

#### ***Mental Health Services Exclusions***

- Marriage and couples counseling are not covered.
  - Services after diagnosis for conditions that, in the professional judgment of a Medical Group Physician, are not responsive to short-term therapeutic management are not covered. These excluded conditions include:
    1. Chronic psychosis, except that acute episodes due to a chronic psychotic condition is covered if the patient has been cooperative and has responded favorably to an ongoing treatment plan;
    2. Chronic organic brain syndrome, except that treatment for acute organic brain syndromes and acute episodes due to a chronic organic brain syndrome is covered.
  - Intractable personality disorders;
  - Developmental Disability;
  - Outpatient drugs unless they are covered under “Pharmacy Services”;
  - Services in a specialized facility, except to the extent required by law;
  - Services for patients who, in the judgment of a Medical Group Physician, are seeking Services for other than therapeutic purposes are not covered;
  - Psychological testing for ability, aptitude, intelligence, or interest is not covered;
- Mental Health Services that are primarily educational are not covered; and
- Educational services and treatment of behavioral disorders, together with services for remedial education including evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental and learning disorders, behavioral training and cognitive rehabilitation. This includes services, treatment or educational testing

and training related to behavioral (conduct) problems, developmental delay (when it is less than two standard deviations from the norm, as defined by standardized, validated developmental screening tests, such as the Denver Developmental Screening Test) including, but not limited to, services for conditions related to autistic disease of childhood, hyperkinetic syndromes, including attention deficit disorder and attention deficit hyperactivity disorder, learning disabilities, behavioral problems and mental retardation.

## **Chemical Dependency Services**

---

### ***Outpatient and Inpatient Detoxification Services***

We cover outpatient and inpatient Services to control the physiological complications of and withdrawal from alcohol and drug addiction subject to all of the terms and conditions of this “Mental Health and Chemical Dependency Services” section.

We cover the following Services:

- Hospital Services
- Medical treatment for withdrawal symptoms
- Counseling (both individual and group);
- Residential Services in a residential program;
- Inpatient Services subject to the terms and conditions for inpatient Mental Health Services; and
- Inpatient specialized treatment programs.

### ***Outpatient Chemical Dependency Treatment Services***

We cover treatment of alcoholism, drug abuse or drug addiction at a Plan Provider, if prescribed by a Plan Physician and provided as a program of treatment.

We cover the following Services:

- Intensive outpatient programs;
- Outpatient Services subject to the terms and conditions for Outpatient Mental Health Services
- Counseling (both individual and group therapy visits);
- Medical treatment for withdrawal symptoms;
- Hospital alternative services, (as further described above) such as partial hospitalization and intensive outpatient psychiatric treatment programs; and
- Aftercare support visits, when provided as part of a covered program.

### ***Inpatient Chemical Dependency Treatment***

All patient treatment Services described in this section are subject to Prior Authorization as described under “Prior Authorization for Services” at the beginning of the “SECTION 7 - Benefits” section.

We cover the following Services:

- Hospital Services;
- Medical treatment for withdrawal symptoms;
- Counseling (both individual and group); and
- Inpatient specialized treatment programs.

### ***Residential Treatment***

All Residential Treatment Services described in this section are subject to Prior Authorization as described under “Prior Authorization for Services” at the beginning of the “SECTION 7 - Benefits” section.

We cover residential treatment services in a residential program and Methadone Clinics (including medical treatment for withdrawal symptoms or other appropriate medication therapies.

Residential Treatment Services are provided by Medical Group Physicians and other Plan Providers such as psychologists, psychiatric social workers, certified nurse specialists, and professional counselors.

### ***Chemical Dependency Exclusions***

Services in a specialized facility for alcoholism, drug abuse, or drug addiction except as described above. In appropriate cases, We will provide information to You on where to obtain non-covered Services.

## **Pharmacy Services**

---

### ***Administered Drugs***

---

The following drugs and supplies are covered only if they require administration or observation by medical personnel and they are administered to You in a Plan Hospital, Medical Center, medical office, outpatient facility designated by Health Plan, Skilled Nursing Facility or during home visits.

- Drugs, injectables, and radioactive materials used for therapeutic purposes or otherwise defined by Health Plan;
- Vaccines and immunizations approved for use by the Federal Food and Drug Administration (FDA) that are not considered part of routine preventive care;
- Intravenous (IV): drugs, fluids, additives, nutrients and the supplies and equipment required for their administration;
- Allergy test and treatment materials when administered in an outpatient setting.

## Prescribed Drugs

---

### *Outpatient Prescription Drugs*

We cover outpatient prescription drugs dispensed at a retail pharmacy. For a description of this benefit, please see the outpatient prescription drug benefit before the “Schedule of Benefits.”

### *Preventive Drugs*

We cover the preventive medications listed below required under the Affordable Care Act (“ACA”). These preventive medications must be prescribed in writing by a Plan Physician and obtained at a Kaiser Permanente Medical Center Pharmacy. They are subject to change based on federal requirements.

- Aspirin
- Oral Fluoride
- Topical Fluoride Varnish
- Folic Acid
- Iron Supplements
- Medications to prevent breast cancer
- Statins
- Bowel Preparation Medications
- Smoking cessation medications
- All Contraceptive drugs and devices listed on Our formulary and approved by the U.S. Food and Drug Administration as set forth in the HRSA Guidelines, including:
  - Contraceptive drugs
  - Internally implanted contraceptives
  - Injectable contraceptives and other time released drugs

For a complete list of covered preventive medications please refer to <https://www.healthcare.gov/coverage/preventive-care-benefits/> for more information.

## Step Therapy

---

Selected prescription drugs require step therapy. Step therapy defines how and when a particular outpatient prescription drug can be dispensed and establishes the specific sequence in which prescription drugs for a specified condition are deemed medically appropriate. Step therapy requires the use of one or more prerequisite drugs (first line agents), as identified through Your drug history, prior to the use of another drug (second line agent) when prescribed for Your condition. The step therapy process encourages safe and cost-effective medication use. Under this process, a “step” approach is required to receive coverage for certain medications. This

means that to receive coverage You may first need to try a proven, cost-effective medication different than the one prescribed.

Your prescribing Plan Provider should prescribe a first-line medication appropriate for Your condition. If Your prescribing Provider determines that a first-line drug is not appropriate or effective for You, a second line drug may be covered if You qualify for a step therapy exception. Treatment decisions are always between You and Your Prescribing Provider.

Refer to Our formulary for a complete list of medications requiring step therapy. You may access our formulary at [www.kp.org](http://www.kp.org) or by calling Our Member Services Department Monday through Friday from 7 a.m. to 7 p.m. at (404) 261-2590 (local) or 1-888-865-5813 (long distance).

## Step Therapy Exception and Appeal Process

---

A step therapy exception may be granted if Your prescribing Plan Provider's submits justification and supporting clinical documentation that demonstrates that another drug (second line agent) is Medically Necessary. The exception process may be initiated by contacting the Health Plan at the number located on the back of Your card. This exception process only applies to prescription drugs that are covered under this Plan.

We will respond to Your exception request within two (2) business days from the date such request is submitted in a nonurgent health care situation.

### *Urgent Exception*

We will respond to Your urgent exception request within 24 hours from the time such request is submitted in an urgent health care situation. If We fail to respond within the stated time frame, Your step therapy exception will be deemed approved.

If Your exception request is denied, You may appeal Our decision. Our Appeals process is further described in SECTION 4 – Getting Assistance, Filing Claims, and Dispute Resolution.

Send Your Appeal to:

**Kaiser Permanente  
Appeals Department  
Nine Piedmont Center  
3495 Piedmont Road, N.E.  
Atlanta, GA 30305-1736  
(404) 364-4862**

### *Non-Urgent Appeal*

We will respond to Your appeal within two (2) business days from the date of the appeal is submitted in a nonurgent health care situation.

### ***Urgent Appeal***

We will respond to Your urgent appeal within 24 hours from the time of the appeal is submitted in an urgent health care situation.

If We fail to respond to Your appeal within the stated time frame, Your appeal will be deemed approved.

Nothing in this provision shall be construed to prevent Health Plan from (1) requiring a Member to try a generic equivalent prior to providing coverage for the equivalent branded prescription drug; (2) requiring a Member to try an interchangeable biological product prior to providing coverage for the biological product; or (3) substituting a generic drug for a brand name drug.

## **Review and Authorization**

---

Certain prescription drugs require review and authorization prior to dispensing. Your Plan Physician must obtain this review and authorization. Our Pharmacy and Therapeutics Committee may periodically review and modify the list of prescription drugs requiring review and authorization, criteria for approval and other changes related to Our formulary.

If You would like information about:

- whether a particular drug is included in Our drug formulary,
- obtaining a formulary brochure that lists the formulary drugs and provides more information about Our drug formulary, or
- whether a drug requires authorization,

Please call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

## **Limitations**

---

### ***Off-Label Drugs***

An **Off-Label Drug** is one that is prescribed for a use that is different from the use for which that drug has been approved for marketing by the Federal Food and Drug Administration.

We will cover Off-Label use of covered prescription drugs when prescribed for a Member with a life-threatening or chronic and disabling condition or disease. Coverage is also provided for Medically Necessary Services associated with the administration of such a drug.

## ***Pharmacy Services Exclusions***

- Unless an exception is made by Health Plan, drugs not approved by the Food and Drug Administration and in general use as of March 1 of the year immediately preceding the year in which this *Evidence of Coverage* became effective or was last renewed are not covered.
- Immunizations and other drugs and supplies needed solely for travel are not covered.
- If a Service is not covered under this *Evidence of Coverage*, any drugs and supplies needed in connection with that service are not covered.
- Drugs and injectables used in connection with cosmetic Services are not covered.
- Drugs and injectables for the treatment of sexual dysfunction disorders are not covered.
- Drugs and injectables for the treatment of involuntary infertility are not covered.

**Your Group may have purchased additional Pharmacy Services benefits. Refer to the “SECTION 10 - Additional Benefits Purchased by Your Group” section to find out.**

## **Other Services**

---

---

### **Skilled Nursing Facility Care**

---

All Skilled Nursing Facility Care as described in this section require Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section.

Your plan may also include day or visit limits. Refer to the “Schedule of Benefits” section for more information.

We cover skilled inpatient Services at an approved Skilled Nursing Facility when prescribed by a Plan Physician and approved by Us. The skilled inpatient Services must be Medically Necessary, customarily provided by a Skilled Nursing Facility, and above the level of custodial or intermediate care. We cover the following Services:

- Physician and nursing Services;
- Room and board;
- Medical social Services;
- Drugs covered under “Pharmacy Services”;
- Blood, blood products, and their administration;
- Durable medical equipment ordinarily furnished by a Skilled Nursing Facility, including oxygen-dispensing equipment and oxygen;
- Procedures covered under “Outpatient Services”;

- Services covered under “Physical, Occupational, Speech Therapy, Multidisciplinary Rehabilitation, and Cardiac Rehabilitation”;
- Respiratory therapy;
- Biological supplies; and
- Medical supplies.

Your plan may also include day or visit limits. Refer to the “Schedule of Benefits” section for more information.

## **Home Health Care**

---

Home health care is a program for Your care and treatment at home. The program consists of intermittent skilled care, which may include observation, evaluation, teaching and skilled nursing Services, medically consistent with Your diagnosis.

We cover the following home health care services only when ordered by a Plan Physician, subject to Prior Authorization and when You are confined to Your home.

- Intermittent skilled nursing care visits provided by or under the supervision of a registered nurse. A visit may consist of up to 4 hours of skilled nursing Services;
- Home health aide Services, provided in conjunction with skilled nursing care;
- Medical social services; and
- Medical supplies.

The following types of Services provided during covered home health care visits are covered only as described under these headings in this “SECTION 7 - Benefits” section:

- Pharmacy Services;
- Durable Medical Equipment (DME);
- Physical, Occupational, and Speech Therapy; and
- Prosthetics and Orthotics.

Your plan may also include day or visit limits. Refer to the “Schedule of Benefits” section for more information.

### **Home Health Care Exclusions**

The following types of Services are not covered:

- Custodial care (see definition under “Exclusions” in the “SECTION 8 - General Exclusions, Limitations, Reimbursement of Health Plan, and Coordination of Benefits (COB)” section).
- Homemaker Services.
- Meals, personal comfort items and housekeeping services.
- Private duty nursing.

- Services administered by a person who normally lives in the home or who is a member of the family.
- Care that We determine may be appropriately provided in a Plan Hospital, Medical Center, medical office, Skilled Nursing Facility, or other facility designated by Health Plan and We provide, or offer to provide, that care in one of these facilities.

## **Hospice Care**

---

We cover hospice care which includes care for the terminally ill that emphasizes palliative and supportive Services, such as home care and pain control, rather than treatment of the terminal illness. We cover hospice care only within Our Service Area and only if We determine that it is feasible to maintain effective supervision and control of Your care in Your home. If a physician diagnoses You with a terminal illness and determines that Your life expectancy is six months or less, You can choose home-based hospice care instead of traditional Services otherwise provided for Your illness. If You elect hospice care, You are not entitled to any other benefits for the terminal illness under this *Evidence of Coverage*. If You have made a hospice election, You may revoke that election at any time, and Your standard health benefits will be covered.

We cover the following Services when Prior Authorization has been obtained and the Services that are provided by a licensed hospice agency approved in writing by a Plan Provider:

- Physician and nursing care;
- Therapies, such as physical, occupational, or respiratory, or therapy for speech-language pathology, for purposes of symptom control to enable the person to maintain activities of daily living and basic functional skills;
- Medical social Services;
- Home health aide;
- Homemaker Services;
- Palliative drugs prescribed for the terminal illness in accord with Our drug formulary guidelines;
- Durable medical equipment is covered only as described under “Durable Medical Equipment (DME)”;
- Short-term inpatient care, including respite care, care for pain control, and acute and chronic symptom management;
- Counseling and bereavement services for the individual and family members;
- Services of volunteers; and
- Medical supplies and appliances.

Your plan may also include day or visit limits. Refer to the “Schedule of Benefits” section for more information.



### ***Hospice Care Exclusions***

If You elect hospice care, You are not entitled to any other benefits for the terminal illness under this *Evidence of Coverage*.

Hospice Care is usually provided at No Charge. Refer to the “Schedule of Benefits” section for more information.

### **Dental Services**

---

We cover the following dental Services:

- Dental services and appliances to repair accidental injury to mouth, jaw, and teeth, necessitated solely because of accidental bodily injury which is the direct result of an accident, independent of disease or bodily infirmity or any other cause. In order to be covered, the dental services must be completed within 365 days of such injury.
- Non-surgical dental treatment, including splints and appliances, for Temporomandibular Joint Dysfunction.
- Extraction of teeth to prepare the jaw for radiation treatment of neoplastic disease.
- Extraction of bony impacted wisdom teeth
- General anesthesia and associated hospital or ambulatory surgery facility charges in conjunction with dental services are covered when provided in a hospital or outpatient facility designated by Health Plan for persons:
  - 7 years of age or Younger, or;
  - who are developmentally disabled, or;
  - who are not able to have dental services under local anesthesia due to a neurological or medically compromising condition, or;
  - who have sustained extensive facial or dental trauma.

### ***Dental Services Exclusions***

Unless otherwise noted to the contrary in this *Evidence of Coverage*, dental Services that are not covered include, but are not limited to:

- Services to correct malocclusion;
- Extraction of teeth, except as described above are not covered;
- Routine or preventive dental services and dental X-rays;
- Injuries to teeth resulting from biting or chewing;
- Dental appliances;
- Dental implants;
- Orthodontics;

- Dental Services associated with medical treatment including surgery on the jawbone, except as described under Dental Services shown above; and
- All hospital Services for dental services, except as described under Dental Services shown above.

### **Durable Medical Equipment (DME)**

---

All Durable Medical Equipment (DME) as described in this section requires Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section.

Within Our Service Area, We cover DME prescribed in accord with Medicare guidelines and approved for coverage under Medicare as of January of the year immediately preceding the year this *Evidence of Coverage* became effective or last renewed. DME also includes infant apnea monitors.

Coverage is limited to the standard item of equipment that adequately meets Your medical needs. DME is equipment that is intended for repeated use, Medically Necessary, primarily and customarily used to serve a medical purpose, generally not useful to a person who is not ill or injured, designed for prolonged use, appropriate for use in the home, and serves a specific therapeutic purpose in the treatment of an illness or injury. We cover DME, including, oxygen-dispensing equipment and oxygen, for use during a covered stay in a Plan Hospital or a Skilled Nursing Facility, if a Skilled Nursing Facility ordinarily furnishes the equipment. If a Plan Physician prescribes this equipment for use in Your home (or an institution used as Your home), We cover the equipment subject to Prior Authorization, while You use it as prescribed.

We decide whether to rent or purchase the equipment, and We select the vendor. We will repair the equipment without charge, unless the repair is due to loss or misuse. You must return the equipment to Us or pay Us the fair market price of the equipment when it is no longer prescribed.

Your plan may also include benefit maximum. Refer to the “Schedule of Benefits” section for more information.

### ***DME Care Exclusions***

- Comfort, convenience, or luxury equipment or features are not covered.
- Exercise or hygiene equipment is not covered.
- Non-medical items such as sauna baths or elevators are not covered.
- Modifications to Your home or car are not covered.
- Devices for testing blood or other body substances are not covered, except diabetic testing equipment, blood glucose monitors, and supplies as described under “Pharmacy Services”.
- Electronic monitors of bodily functions are not covered, except infant apnea monitors.

- Disposable supplies are not covered.
- Replacement of lost equipment, including, but not limited to, equipment lost due to theft, is not covered.
- Repair, adjustments or replacements resulting from misuse are not covered.
- More than one piece of DME serving essentially the same function is not covered, except for replacements other than those resulting from misuse or loss.
- Spare or alternate use equipment is not covered.

### **Prosthetics and Orthotics**

---

All Prosthetics and Orthotics as described in this section require Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section.

We cover the devices listed below if they are prescribed in accord with Medicare guidelines and approved for coverage under Medicare as of January of the year immediately preceding the year this *Evidence of Coverage* became effective or was last renewed. In order to be covered, the device must be 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. Also, coverage is limited to the standard device that adequately meets Your medical needs.

We select the provider or vendor that will furnish the covered device. Coverage includes fitting and adjustment of these devices, their repair or replacement (unless due to loss or misuse), and Services to determine whether You need a prosthetic or orthotic device.

**Internally implanted devices.** We cover internal devices implanted during covered surgery, such as pacemakers and hip joints, which are approved by the federal Food and Drug Administration for general use.

**External devices.** We cover rigid or semi-rigid external devices, other than casts, which are:

- Required to support or correct a defective form or function of an inoperative or malfunctioning body part.
- To restrict motion in a diseased or injured part of the body.
- To replace all or any part of a body organ or extremity.
- Therapeutic footwear for severe diabetic foot disease in accord with Medicare guidelines.

Devices must be prescribed by a Plan Physician, subject to Our Prior Authorization and obtained from sources designated by Health Plan.

Your plan may also include a benefit maximum. Refer to the “Schedule of Benefits” section for more information.

### **Prosthetics and Orthotics Exclusions**

- Dental prostheses, devices, implants and appliances under this benefit are not covered (see “Dental Services” section).
- Eyeglasses and contact lenses are not covered.
- Low vision aids are not covered.
- Non-rigid supplies, such as elastic stockings and wigs are not covered.
- Comfort, convenience, or luxury equipment or features are not covered.
- Electronic voice-producing machines are not covered.
- Shoes or arch supports or other shoe inserts, even if custom-made are not covered, except for severe diabetic foot disease in accord with Medicare guidelines.
- More than one orthotic or prosthetic device for the same part of the body are not covered, except for replacements other than those necessitated because of misuse or loss.
- Replacement of lost prosthetic or orthotic devices are not covered.
- Repair, adjustments or replacements necessitated by misuse are not covered.
- Spare or alternate use equipment is not covered.

### **Pediatric Hearing Aids**

---

A “**Hearing Aid**” means any nonexperimental and wearable instrument or device offered to aid or compensate for impaired human hearing that is worn in or on the body and includes any parts, ear molds, repair parts, and replacement parts of such instrument or device. It does not include implanted bone anchored hearing aids, implanted bone conduction hearing aids, and frequency modulation systems.

We cover the following Services for children up to age 19:

- Hearing tests to determine the need for hearing correction.
- Hearing tests to determine the appropriate hearing aid and follow up care.
- Visits to verify that the hearing aid conforms to the prescription.
- Visits for fitting, counseling, adjustment, cleaning, and inspection.

We provide an allowance of \$3,000 per hearing aid, per hearing impaired ear toward the price of a hearing aid for each ear when prescribed by a Plan Physician or Plan audiologist, but only if We have not covered (under this or any other Evidence of Coverage) a hearing aid for that ear within the previous 48 months. We will cover hearing aids for both ears only if both are required to provide significant improvement that is not obtainable with only one hearing aid. You need not obtain

both aids at the same time, and the 48 months runs separately for each ear.

The allowance is applied toward the total expenses of an item that is covered. This includes all Medically Necessary Services and supplies including:

- The initial hearing aid evaluation;
- Fitting;
- Dispensing;
- Programming;
- Servicing, repairs, and follow-up maintenance;
- Adjustments;
- Ear mold impressions;
- Auditory training; and
- Probe microphone measurements to ensure appropriate gain and output.

If the cost of the item You select exceeds the allowance, You will pay the difference.

A Member has the option of selecting a hearing aid through Health Plan providers or vendors We recommend, or through any licensed audiologist or licensed hearing aid dealer in Georgia.

If a hearing aid(s) cannot adequately meet the needs of the covered individual and the hearing aid(s) cannot be adequately repaired or adjusted, the hearing aid(s), We will within two months replace the hearing aid **once** during the 48-month period with an additional allowance of \$3,000 per aid per hearing impaired ear.

#### ***Pediatric Hearing Aids Exclusions***

- Replacement parts for repair of a hearing aid are not covered except as outlined above.
- Replacements of lost, stolen or broken hearing aids are not covered except as outlined above.
- Hearing aid batteries are not covered.

### **Hearing Services**

---

We cover hearing tests to determine the need for hearing correction.

### **Infertility Services**

---

All Infertility Services as described in this section require Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section.

We cover Services for the diagnosis of involuntary infertility. Services include diagnostic imaging and laboratory tests, limited to fasting blood glucose, fasting insulin, tests to rule out sexually transmitted diseases and hormone level tests. This benefit includes diagnosis of both male and female infertility; however, Services are covered only for the person who is the

Member. These Services are covered only when received from Plan Providers.

#### **Notes:**

Infertility drugs and supplies are not covered under this section (refer to “Pharmacy Services”).

Services provided by an infertility specialist to monitor pregnancy after the conception are considered Infertility Services and are not considered prenatal visits, as described under Maternity Care, for purposes of benefits provided under this Evidence of Coverage.

#### ***Infertility Services Exclusions***

These exclusions apply to fertile as well as infertile individuals:

- All services and drugs related to the treatment of infertility. Services to diagnose the non-reproductive medical cause of infertility are covered.
- Services to reverse voluntary, surgically induced infertility are not covered.
- Services to further diagnose and treat infertility that are beyond the Services noted above are not covered.
- Semen analysis for the treatment of infertility is not covered.
- Services related to conception by artificial means, such as, but not limited to those shown below, are not covered:
  - Infertility drugs, surgical or medical treatment programs, including artificial insemination;
  - Ovum transplants;
  - Gamete intrafallopian transfer (GIFT);
  - Services related to the collection, procurement, washing, preparation or storage of sperm or eggs, including donor fees or cryopreservation;
  - In vitro fertilization (IVF); or
  - Zygote intrafallopian transfer (ZIFT).

### **Family Planning Services**

---

We cover sterilization procedures including but not limited to the following:

- Family planning counseling, including information on birth control,
- Tubal ligations, and
- Vasectomies.

**Note:** Diagnostic procedures are not covered under this section (see “Outpatient Services”). Also, contraceptive drugs and devices are not covered under this section (see “Pharmacy Services”). Certain Family Planning Services may be

provided as outpatient procedures or outpatient surgery. Refer to those benefits in the “Schedule of Benefits” section to understand what You will be required to pay for Services.

#### ***Family Planning Services Exclusions***

- Artificial insemination.
- Other assistive reproductive technologies.

**The benefits described above are covered the same as any other illness. Refer to office Services and Inpatient Services in the “Schedule of Benefits” section for more information.**

#### **Reconstructive Surgery**

All Reconstructive Surgery as described in this section require Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section.

We cover the following types of reconstructive surgery:

- Reconstructive surgery that a Plan Physician determines will result in significant change in physical function for conditions that result from congenital abnormalities, Medically Necessary surgery, or injuries.
- Reconstructive surgery that a Plan Physician determines will correct a significant disfigurement caused by Medically Necessary surgery or by an injury.
- Reconstructive surgery incident to a mastectomy. Prostheses are covered only as described under “Prosthetics and Orthotics”.
- Reconstructive surgery performed to restore and achieve symmetry following a mastectomy.
- Surgery for treatment of a form of congenital hemangioma known as port wine stains on the face of members.

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

- Cosmetic surgery, plastic surgery, or other Services, other than those listed above, that are intended primarily to change Your appearance, or will not result in significant improvement in physical function are not covered.
- Surgery that is performed to alter or reshape normal structures of the body in order to change appearance is not covered.
- Surgery after removal of breast implants originally inserted for cosmetic reasons is not covered.
- Prosthetic and orthotic devices are covered only as described under “Prosthetics and Orthotics”.

**The benefits described above are covered the same as any other illness. Refer to office Services and Inpatient Services in the “Schedule of Benefits” section for more information.**

#### **Transplant Services**

All Transplants as described in this section require Prior Authorization as described under “Prior Authorization for Services” at the beginning of this section.

We cover the following transplants and related Services:

- **bone marrow**
- **cornea**
- **heart**
- **heart/lung**
- **kidney**
- **liver**
- **pulmonary**
- **small bowel**
- **pancreas**
- **simultaneous pancreas-kidney**

We cover Services for a donor or an individual identified by Medical Group as a prospective donor that are directly related to a covered transplant for You.

The transplants are covered if the following criteria are met:

- You satisfy all medical criteria developed by Medical Group and by the facility providing the transplant; and
- We approve a written referral for care at the facility in advance of Your treatment.

After the referral to a transplant facility by a Plan Provider, the following applies:

- If either We subsequently or the referral facility determines that You do not satisfy its respective criteria for a transplant, We will pay only for covered Services You receive before that determination is made.
- Health Plan, Plan Hospitals, Medical Group, and other Plan Physicians are not responsible for finding, furnishing, or ensuring the availability of a donor organ, a bone marrow or organ donor or the availability or capacity of referral transplant facilities.
- If the expenses are directly related to a covered transplant, We cover Eligible Charges for the medical and hospital expenses for a donor, or an individual identified by Medical Group as a potential donor, even if not a Member.

#### ***Transplant Services Exclusions***

- Services related to non-human or artificial organs and their implantation are not covered.
- Transportation and lodging expenses for any person, including a Member, is not covered within the Service

Area. This does not apply to travel and lodging for a Member who has been approved for a transplant provided the transplant occurs outside the Service Area.

- Ambulance Services are not covered (except Medically Necessary ambulance service).

**The benefits described above are covered the same as any other illness. Refer to office Services and Inpatient Services in the “Schedule of Benefits” section for more information.**

## Vision Services

---

You are entitled to certain benefits and discounts provided at a vision location designated by Health Plan. Please refer to Your Physician Directory for a listing of locations.

The following vision benefits and discounts are only provided at locations designated by Health Plan.

### *Eye Exams*

We cover eye exams from sources designated by Health Plan to determine the need for vision correction, to provide a prescription for eyeglasses, and to screen for eye diseases.

### *Vision Services Exclusions*

- Eye exams for contact lenses are not covered.
- Orthoptic (eye exercises or eye training) therapy.
- All Services related to eye surgery for the purpose of correcting refractive defects such as myopia, hyperopia, or astigmatism (for example, radial keratotomy, photo-refractive keratotomy, and similar procedures).
- Corrective lenses and eyeglasses are not covered.
- Visual training
- Low vision aids

## Chiropractic Services

---

### *Spinal Manipulation*

We cover Services for Spinal Manipulation. Services must be provided from sources designated by Health Plan who are Plan Providers. You do not need a referral from Your Kaiser Permanente personal physician for covered Services for Spinal Manipulation. Your plan may include visit limits. Refer to the “Schedule of Benefits” section at the end of this *Evidence of Coverage* for more information.

## Clinical Trials

---

We cover Services You receive in connection with a clinical trial if all of the following conditions are met:

- We would have covered the Services if they were not related to a clinical trial.

- You are eligible to participate in the clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening condition (a condition from which the likelihood of death is probable unless the course of the condition is interrupted), as determined in one of the following ways:

- **A Plan Provider makes this determination.**
- **You provide Us with medical and scientific information establishing this determination.**

If any Plan Providers participate in the clinical trial and will accept You as a participant in the clinical trial, You must participate in the clinical trial through a Plan Provider unless the clinical trial is outside the state where You live.

The clinical trial is a phase I, phase II, phase III, or phase IV clinical trial related to the prevention, detection, or treatment of cancer or other life-threatening condition and it meets one of the following requirements:

- The study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration.
- The study or investigation is a drug trial that is exempt from having an investigational new drug application.
- The study or investigation is approved or funded by at least one of the following:
  - The National Institutes of Health.
  - The Centers for Disease Control and Prevention.
  - The Agency for Health Care Research and Quality.
  - The Centers for Medicare & Medicaid Services.
- A cooperative group or center of any of the above entities or of the Department of Defense or the Department of Veterans Affairs.
- A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.

The Department of Veterans Affairs or the Department of Defense or the Department of Energy, but only if the study or investigation has been reviewed and approved through a system of peer review that the U.S. Secretary of Health and Human Services determines meets all of the following requirements:

- It is comparable to the National Institutes of Health system of peer review of studies and investigations.
- It assures unbiased review of the highest scientific standards by qualified people who have no interest in the outcome of the review.

For covered Services related to a clinical trial, You will pay the Cost Sharing You would pay if the Services were not related to a clinical trial. For example, see “Schedule of Benefits” for the Cost Sharing that applies to hospital inpatient care.

***Clinical Trials Exclusions***

- The investigational Service
- Services provided solely for data collection and analysis and that are not used in Your direct clinical management of Your cancer or life threatening medical condition.

**Treatment for a Terminal Condition**

---

The following term in this EOC section have the following definitions:

**Terminal Condition** means *any disease, illness or health condition that a Plan Physician has diagnosed as expected to result in death in 24 months or less.*

We cover Services for treatment of a Terminal Condition when such Services are prescribed by a Plan Physician and are Medically Necessary and You or Your delegated representative (who is authorized to consent on Your behalf) consent to receipt of such Services. We shall determine that Services are Medically Necessary when the prescribed Services, including but not limited to any drug or device, are (1) consistent with best practices for treatment of the Terminal Condition; and (2) supported by peer-reviewed medical literature.

***Treatment for a Terminal Condition Exclusion***

Services, including but not limited to drugs or devices, regardless of where actually prescribed, dispensed or administered, which if prescribed, dispensed or administered in the State of Georgia would constitute assisted suicide in violation of applicable Georgia law.

## **SECTION 8 - General Exclusions, Limitations, Reimbursement of Health Plan, and Coordination of Benefits (COB)**

---

### **General Exclusions**

Unless otherwise indicated in the Schedule of Benefits, or elsewhere in this *Evidence of Coverage*, the Services listed below are excluded from coverage. These exclusions apply to all Services that would otherwise be covered under this *Evidence of Coverage*. Additional exclusions that apply to a particular Service are listed in the “SECTION 10 - Additional Benefits and Schedule of Benefits” section. When a Service is excluded, all related Services are also excluded, even if they would otherwise be covered under this *Evidence of Coverage*.

#### **1. Services that are not Medically Necessary**

Unless otherwise required by law, We decide if a Service is Medically Necessary and Our decision is final and conclusive subject to Your right to appeal as set forth in the Getting Assistance, Filing Claims, and Disputes Section of this *Evidence of Coverage*.

#### **2. Alternative Services**

We do not cover alternative services, including but not limited to: Vax-D, massage therapies, acupuncture therapy, vitamins and supplements and hypnotherapy.

#### **3. Cord Blood**

Cord blood procurement and storage for possible future need or for a yet-to-be determined member recipient.

#### **4. Certain Exams and Services**

- Physical examinations and other Services, and related reports and paperwork in connection with third-party requests or requirements, such as those (a) required for obtaining or maintaining employment or participation in employee programs, school, sports, camp or (b) required for insurance or licensing, or (c) required for foreign travel, (d) required or requested by the judicial system or other government agency, or (e) on court order or required for parole or probation. This exclusion does not apply if it is determined that the Services are Medically Necessary.

#### **5. Services while Incarcerated in the Criminal Justice System**

- Services provided, ordered, or arranged by criminal justice institutions (a) having custody of a Member or (b) overseeing or monitoring Member's activities (such as probation, home detention or participation in an outpatient program), unless the Services are covered Emergency Services as described in this *Evidence of Coverage*.

#### **6. Services while Confined in a Non-Plan Mental Health Institution**

- Services provided, ordered, or arranged by a mental health institution where the Member is confined or resident, unless the Services are covered Emergency Services as described in this *Evidence of Coverage*.

#### **7. Cosmetic Services**

- Plastic surgery or other cosmetic Services, that are intended primarily to change Your appearance, and which will not result in significant improvement in physical function.
- Drugs and injectables used in connection with cosmetic Services are also not covered.
- Reconstructive surgery following the removal of breast implants that were inserted for cosmetic reasons.
- This exclusion does not apply to Services that are necessary for treatment of a form of congenital hemangioma known as port wine stains on the face of Members. Please refer to the section on “Reconstructive Surgery” for more information.

#### **8. Custodial Care**

- 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.

#### **9. Disposable Supplies**

Disposable supplies for home use such as bandages, gauze, tape, antiseptics and ace-type bandages. This exclusion does not apply to disposable needles and syringes for injecting prescribed insulin.

## 10. Employer Requirements

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

## 11. Experimental or Investigational Services

- A Service is experimental or investigational if We, in consultation with Medical Group, determine that:
- Generally accepted medical standards do not recognize it as safe and effective for treating the condition in question (even if it has been authorized by law for use in testing or other studies on human patients);
- It requires government approval that has not been obtained when the Service is to be provided;
- It cannot be legally performed or marketed in the United States without FDA approval and it does not have FDA approval;
- It is the subject of a current new drug or device application on file with the FDA;
- It is provided as part of a research trial;
- It is provided as part of a Phase I or Phase II clinical trial, as the experimental or research arm of a Phase III clinical trial, or in any other manner that is intended to evaluate the safety, toxicity, or efficacy of the service;
- It is provided pursuant to a written protocol or other document that lists an evaluation of the service's safety, toxicity or efficacy as among its objectives;
- It is subject to approval or review of an Institutional Review Board or other body that approves or reviews research;
- It is provided pursuant to informed consent documents that describe the services as experimental or investigational, or indicate that the services are being evaluated for their safety, toxicity or efficacy; or
- The prevailing opinion among experts is that use of the services should be substantially confined to research settings or further research is necessary to determine the safety, toxicity or efficacy of the service.
- This exclusion does not apply to Services covered under "Clinical Trials" in the "SECTION 7 - Benefits" section.

## 12. Eye Surgery for Refractive Defects of the Eye

Any eye surgery solely for the purpose of correcting refractive defects of the eye, such as near-sightedness (myopia), far-sightedness (hyperopia) and astigmatism.

## 13. Excess Charges from Non-Plan Providers

Charges from non-Plan Providers that exceed Eligible Charges based on objective criteria utilized by Health Plan.

## 14. Non-Covered Services Ordered by Non-Plan Providers

Any covered Service(s) ordered by a non-Plan Provider (such as laboratory and/or radiology services) that constitute(s) follow-up care, continuing care or is otherwise part of a course of care provided or arranged by a non-Plan Provider that Health Plan determines is not covered under the terms of this Agreement, regardless of whether or not such covered Services are provided by a Plan Provider.

## 15. Government Agencies

Financial responsibility for Services that a government agency is required by law to provide.

## 16. Intermediate Care

Care in an intermediate care facility or care for which, in the judgment of a Medical Group Physician, the facilities and inpatient Services of an acute care general hospital or the extended care Services of a Skilled Nursing Facility are not Medically Necessary.

## 17. Items and Services that are Not Health Care Items and Services

- Teaching manners and etiquette
- Teaching and support services to develop planning skills such as daily activity planning and project or task planning
- Items and services for the purpose of increasing academic knowledge or skills
- Teaching and support services to increase intelligence
- Academic coaching or tutoring for skills such as grammar, math, and time management
- Teaching You how to read, whether or not You have dyslexia
- Educational testing
- Teaching art, dance, horse riding, music, play or swimming.
- Teaching skills for employment or vocational purposes



- Vocational training or teaching vocational skills
- Professional growth courses
- Training for a specific job or employment counseling
- Aquatic therapy and other water therapy, except that this exclusion for aquatic therapy and other water therapy does not apply to therapy Services that are part of a physical therapy treatment plan and covered under the “Hospital Care Benefit,” “Outpatient Services” “Home Health Care”, Hospice Care, Skilled Nursing Facility in the “SECTION 7 – Benefits” section.

#### **18. Personal Comfort Items**

Items such as telephone, radio, television, or grooming services.

#### **19. Private Duty Nursing Services**

Services of a private duty nurse in a hospital, skilled nursing facility or other licensed medical facility, or in the Member’s home.

#### **20. Routine Foot Care Services**

Routine foot care Services, such as the trimming of nails, corns and calluses, unless medically necessary due to severe circulatory compromise or similar complicating medical conditions.

#### **21. Abortions**

Are covered only if the life of the mother is in danger.

#### **22. Services for Which No Charge is Normally Made**

Services for which no charge is normally made in the absence of insurance.

#### **23. Services Not Generally and Customarily Provided in Our Service Area**

Services not generally and customarily provided in Our Service Area, unless it is generally accepted medical practice to refer patients outside Our Service Area for such Services.

#### **24. Services Provided Outside the United States**

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

#### **25. Transportation and Lodging Expenses**

Transportation and lodging expenses for any person, including a Member. Except with respect to a transplant that occurs outside the Service Area

## **Limitations**

---

The following general limitations apply under this Plan:

### **Disruption of Services**

We will use Our best efforts to provide or arrange for Your health care needs in the event of unusual circumstances that delay or render impractical the provision of Services under this *Evidence of Coverage* such as:

- Complete or partial destruction of facilities
- War
- Riot
- Civil insurrection
- Major disaster
- Disability of a significant part of Plan Hospitals, Medical Group or Affiliated Community Physician personnel
- Epidemic
- Labor disputes beyond Our control
- However, Health Plan, Medical Group and other Plan Providers will not have any liability for any delay or failure in providing covered Services.
- In cases of labor disputes involving Health Plan or Medical Group, We may postpone care until the dispute is resolved if delaying Your care is safe and will not result in harmful health consequences.
- Financial responsibility for Services which involve another party liability.

Refer to Injuries and Illnesses caused or alleged to be caused by Other Parties.

### **Excess Coverage Provision**

---

This coverage pays for Eligible Charges after any group health plan which is primary has paid. In no case shall the total payment under this *Evidence of Coverage* and other coverage exceed 100% of the Eligible Charges. Eligible Charges which are reimbursed by any group health plan are not covered by this *Evidence of Coverage*.

### **Reimbursement Owed to Health Plan**

---

#### **Injuries or illnesses where another party or insurer is liable for the injury or illness:**

If an injury or illness is caused or alleged to be caused by any act or omission of another party, Services and other benefits that are furnished or arranged by Plan Providers for such injury or illness are payable as Eligible Charges (as defined in the “SECTION 9 - Definitions” section). Payment of these charges is subject to the provisions of sections “Health Plan’s Right of Reimbursement” and “Member’s Cooperation Required” shown below.

### ***Services Rendered at Facilities Not Contracting with Health Plan***

If an injury or illness is caused or alleged to be caused by any act or omission of another party, payments to non-Plan Providers, hospitals, and other Non-Plan Providers not contracting with Health Plan are made as described under Emergency Services in the “Schedule of Benefits” section. Reimbursement of these payments is subject to the provisions of sections “Health Plan’s Right of Reimbursement” and “Member’s Cooperation Required” shown below.

### **Health Plan’s Right of Reimbursement**

Subject to the limitations imposed under applicable state or federal law, Health Plan must be paid or reimbursed by You, Your estate or legal representative from the proceeds of any settlement, judgment, award, or other amount (“Recovery”) You receive whether by compromise or otherwise, from or on behalf of any other liable party or insurer for the value of Services provided and expenses covered by both Health Plan and other party recovery. You must hold in trust, in a specifically identifiable account the proceeds of any Recovery You receive from or on behalf of the other party pending resolution of Health Plan’s interest. Health Plan’s right of recovery shall not include any amount paid for Copayments, non-medical items or expenses for future medical care. The amount of reimbursement due the Plan is not limited by or subject to the Out-Of-Pocket Maximum. Health Plan’s right of Recovery also extends but is not limited to any amounts You receive from any insurance policy providing the following coverage: a) liability; b) no fault/med-pay; c) uninsured motorist; or d) underinsured motorist.

### **Member’s Cooperation Required**

You must cooperate in protecting Health Plan’s right of Recovery and/or interests to payment or reimbursement and must not take any action that is harmful to the Plan’s rights.

You must notify Us of any actual or potential claim or legal action that You anticipate bringing or have brought against another party arising from the alleged acts or omissions no later than 30 days after submitting or filing such claim or legal action. You must complete and submit to Us (or Our designee), at the address shown below, all consents, releases, authorizations, reimbursement agreements or other documents necessary for Health Plan to determine the existence of any rights it might have under this section, including but not limited to its right of payment or reimbursement and to exercise those rights.

Our address:

**Equian  
Post Office Box 36380  
Louisville, KY 40233**

### **Cancellation of Charges**

If You make reasonable efforts to obtain a Recovery because of the injury or illness, and remit any Recovery in its entirety to Us (or Our designee), up to the amount of the payment or reimbursement due Us in accordance with applicable State and federal law any amount owed to Us that exceeds the Recovery shall be canceled. If there is no Recovery (other than due to Your failure to pursue Recovery), all payment and reimbursement responsibility of You under this section shall be canceled.

### **Eligible Charges**

The provisions of this section do not affect Your obligations to pay any Eligible Charges due under this *Evidence of Coverage*.

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

- Financial responsibility for Services for any illness, injury, or condition, to the extent a payment or any other benefit, including any amount received as a settlement (collectively referred to as “Financial Benefit”), is provided under any workers’ compensation or employer’s liability law. We will provide Services even if it is unclear whether You are entitled to a Financial Benefit; but, We may recover the value of any such Services provided under this *Evidence of Coverage* from the following sources:
- Any source providing a Financial Benefit or from whom a Financial Benefit is due.
- From You, to the extent that a Financial Benefit is provided or payable or would have been required to be provided or payable if You had diligently sought to establish Your rights to the Financial Benefit under any workers’ compensation or employer’s liability law.
- We are entitled to collect payment of Eligible Charges (as defined in the “SECTION 9 - Definitions” section) for these Services.
- If You receive Services from a non-Plan Provider, We are entitled to recover any amount paid by Us for such Services from any liable party or from You.

### **Medicare**

Benefits under Your group Plan may overlap with the benefits covered by Medicare. We do not duplicate benefits You are entitled to receive under Medicare. Special Medicare rules apply to most employees and their dependents entitled to Medicare.

Medicare law may apply with respect to services covered by Medicare.

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

**This Evidence of Coverage is subject to coordination of benefits rules.** These rules apply when You have health benefits coverage through more than one health care coverage. Frequently, persons who have a Spouse will have more than one coverage when both work and their employers offer health benefits. There may also be other instances of coverage through more than one plan, such as when You or Your Spouse work for more than one employer. This is also known as dual coverage. In cases of dual coverage, special rules apply to the way in which Your health benefits will be provided or paid.

The purpose of these rules is to identify a primary plan that will be responsible for paying for Your care and a secondary plan, which may pay any amount not paid by the primary plan. When You belong to a health maintenance organization or another type of organization that provides the care directly to You and the plan is secondary, that plan may bill the primary plan for the Services it provides to You. This has no impact upon Your right to receive Services from the secondary plan.

**Role of the primary plan.** The primary plan will pay Your covered health care expenses, or will provide the Services without seeking payment from any other plan. For example, if We are primary, and You receive Services from Us, We will be responsible for the cost of the Services provided to You. If You receive Services covered by Us from a non-Plan Provider, as described under the “Emergency Services” section or authorized referrals, We will pay for those Services subject to the terms and conditions of this *Evidence of Coverage*. In either case, You will be responsible for any Copayment required under this *Evidence of Coverage*. However, Your secondary plan may reimburse You for the Copayments that You pay Us.

**Role of the secondary plan.** If We are the secondary plan, We may bill Your other plan for any Services We provide You. The other plan will pay any amounts it would be obligated to pay for Services rendered to You. In the case of a covered emergency or authorized referral, the other plan would pay the providers of services, and We would pay any amounts that were not paid by Your primary plan, up to the amount We would have paid, if We had been the primary plan. In this way, You may receive 100 percent coverage of Your health care expenses.

**Determining the primary plan.** A plan is primary when it:

- Does not have a coordination of benefits provision in its contract.
- It will be primary even if it expressly states that it is secondary to other health benefits coverage.
- Covers You as the Subscriber (it will be the secondary plan for Your Spouse).
- Covers Your Spouse as the Subscriber (it will be the secondary plan for You).

- If You are the Subscriber under more than one plan, the plan that covers You as an active employee is primary.

For Your Dependent children, the plan of the parent whose birth month and day occurs the earliest in the calendar year will be primary. For example, if the father’s birthday is April 17 and the mother’s birthday is April 18, the father’s plan is primary and the mother’s plan is secondary. For dependent children of divorced parents, the rules vary; We can provide You with those rules by calling Our Member Services Department Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997.

**The Benefit Reserve.** When We are secondary and We receive payment from Your primary plan under a coordination of benefits situation, or if the other plan pays for Services that We would have paid if We had been primary, a special reserve is established in the name of the person who received the Services. This reserve can be used to pay for any Services provided to that person in the same Year, which are covered by one of the plans, and which are not paid in full (that is, less than 100 percent of the expenses have been paid) by either or both of the plans.

For example, if under Our plan, You have to pay a Copayment for an office visit at one of Our facilities, then Your other plan will not reimburse You for this Copayment because You did not use their plan’s providers. In this case You can use Your benefit reserve to pay the Copayment. Within the same Year, the date You received the Services and the date that the benefit reserve is created is not important. You may use the reserve to pay Copayments or to get reimbursed for Copayments You paid before the reserve was established within the same Year.

The reserve is created only when We are secondary. No reserve is created when We are primary. However, Your other coverage should establish a benefit reserve for You when it is secondary.

## SECTION 9 - Definitions

---

Except as otherwise noted, the following terms, when capitalized and used in any part of this *Evidence of Coverage*, mean:

**Affiliated Community Physician:** A primary care or specialist physician that contracts with Medical Group to provide covered Services to Members under this *Evidence of Coverage*.

**Annual Deductible:**

**(Embedded):** The amount of Eligible Charges You must pay for certain covered Services each Plan Year before We pay any amount for those Services, other than Emergency Services and well-child care visits as described in this *Evidence of Coverage*. The Annual Deductible is shown in the “Schedule of Benefits” section. The Annual Deductible applies separately to each Member during each Year.

**(Aggregate):** If the Family Deductible shown in the Schedule of Benefits is satisfied in any one Year by covered Family Members, then the individual Single Deductible will not be owed for any other Eligible Charges incurred during the remainder of the Year by any Member in Your Family. For Services subject to a deductible, You must pay Eligible Charges for the Services when You receive them, until You meet Your deductible. After You meet the deductible, You are still obligated to pay the applicable Copayment for the Services.

**Annual Deductible Carryover** If You incur and pay Eligible Charges during the last three months of the Plan Year towards satisfaction of Your Annual Deductible, the that amount shall be applied toward satisfaction of Your Annual Deductible for that the next Plan Year, required by applicable Georgia law.

**Deductible Credit on Takeover** This provision applies if this group coverage replaces Your prior group coverage, and Your prior group coverage: a) provided similar benefits; and b) was in force within the 90 days immediately preceding the effective date of this group coverage.

Under this provision, covered expenses that were applied to Your Annual Deductible and Out of Pocket Maximum under the prior group coverage will be credited toward satisfaction of the Annual Deductible, as applicable under this group coverage, if:

- You were covered under Your prior group coverage on the day before the effective date of this group coverage;
- You incurred the covered expenses during the 90 days prior to the effective date of this group coverage;
- Those expenses are recognized as covered under this *Evidence of Coverage* and subject to a similar deductible provision under this *Evidence of Coverage*.

**Benefit Maximum:** The total amount of benefits that will be paid by Health Plan for a specified covered Service. Benefit Maximums are shown in the Schedule of Benefits. When a Benefit Maximum is reached, additional expenses You incur for the specific benefit or Services are not covered.

You are responsible for the payment of any amount in excess of the Benefit Maximum.

**Copayment:** The pre-determined dollar amount that You, or a Dependent, must pay at the time certain covered Services are received from Plan Providers or Plan Physicians. Copayment amounts are shown in the “Schedule of Benefits” section. Copayments are applied on a per-visit or per service basis.

**Cost Sharing:** The amount up to the Cost Sharing Out-of-Pocket maximum You are required to pay under this Agreement for a covered Service, for example: The Annual deductible, Copayment.

**Cost Sharing Out-of-Pocket Maximum (“Out-of-Pocket Maximum”):** The maximum amount of Cost Sharing You and/or Your Family must pay each Year for covered Services provided by Plan Providers. Once the Cost Sharing Out-of-Pocket is reached, We will pay 100% of further Eligible Charges incurred by You and/or Your Family for covered Services during the remainder of the Year. If You have one or more Dependents covered under this Agreement, the covered medical expenses incurred by all family Members together apply toward the Family Out-of-Pocket Maximum indicated in the “Schedule of Benefits.” No one family Member’s medical expenses may contribute more than the Individual Out-of-Pocket Maximum shown in the Schedule of Benefits. After one Member of a Family Unit has met the Individual Out-of-Pocket Maximum, this Member will not be required to pay any additional Cost Shares for Covered Services for the rest of the Contract Year. Other family Members will continue to pay Cost Sharing until the Family Out-of-Pocket Maximum is met. After two or more Members of Your 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 for the rest of the Contract Year

Amounts in excess of Eligible Charges, as well as Cost Sharing for Non-Essential Health Benefits do not count toward the Cost sharing Out-of-Pocket Maximum. Some examples of Non-Essential Health Benefits are listed here. Please refer to the “Schedule of Benefits” section for additional information:

- Acupuncture Services,
- Chiropractic Services (excluding services for spinal manipulation),
- Hearing Aids,

- Infertility Treatment,
- Morbid Obesity,
- Optical Hardware for Adults, and
- Applied Behavioral Analysis.

**Dependent:** Any person:

- Who meets the dependent eligibility requirements;
- Who enrolls under this plan; and
- For whom We have received the appropriate Premium for each month of the Plan Year.

**Designated Specialist Provider:** A physician, practitioner, hospital or other licensed provider, who may be a Plan Provider that can provide Services to Members only after receiving Prior Authorization as described in the "Prior Authorization for Services" under the "SECTION 7 - Benefits" section.

**Eligible Charges:** Means the following:

- For Services provided by Health Plan or Medical Group, the amount in the Health Plan's schedule of Medical Group and Health Plan charges for Services provided to Members;
- For items covered under "Pharmacy Services" and obtained at a pharmacy owned and operated by Health Plan, Eligible Charges means 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.
- For Services received from Plan Providers or other contracted providers, the amount the provider has agreed to accept as payment:
- For Emergency Services received from non-Plan Providers, the greater of (a) the amount paid by Health Plan to Plan Providers; (b) the usual, reasonable and customary rate for those Services in the area where the treatment is provided, based on objective criteria utilized by Health Plan (such as the fee schedule of the Georgia State Board of Worker's Compensation); or (c) the amount in the Medicare Fee Schedule.
  - For all other Services received from non-Plan Providers (including Post-Stabilization Services), the amount agreed upon with the provider, or, absent an agreement, the usual, customary and reasonable rate for those services in the area where the treatment is provided, based on objective criteria (such as the fee schedule for the Georgia State Board of Worker's Compensation).

**Emergency Medical Condition:** A medical condition manifesting itself by acute symptoms of sufficient severity (in-

cluding severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following:

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

**Emergency Services:** All of the following with respect to an Emergency Medical Condition:

- 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
- Within the capabilities of the staff and facilities available at the hospital, the Medically Necessary Services required to Stabilize the patient. Once Your condition is Stabilized, covered Services that You receive are Post Stabilization Care and not Emergency Services.

**Essential Health Benefits:** Essential Health Benefits are certain services that are required to be included in a health benefit plan sold in the individual and small group market under the Affordable Care Act. The services considered to be Essential Health Benefits are determined by state and federal regulators are set forth in applicable law and implementing regulations.

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

**Group:** A specific organization such as an employer or an association including a labor union, which shall have a constitution and bylaws and which has been organized and maintained in good faith for purposes other than that of obtaining insurance. The specific organization has entered into a contractual arrangement with Health Plan to provide benefits for eligible persons. The organization must have at least one eligible employee, but not more than 50 to be considered a Small Group and must have at least 51 eligible employees to be considered a Large Group. To be considered an "eligible employee," the individual must meet Our definition of "eligible employee."

**Health Plan:** Kaiser Foundation Health Plan of Georgia, Inc., a Georgia nonprofit corporation, licensed as a health maintenance organization by the Georgia Department of Insurance to underwrite Your coverage described in this *Evidence of Coverage*.

**Kaiser Permanente:** The direct service health medical program conducted by Health Plan, Kaiser Foundation Hospitals and Medical Group, together.

**Medical Center:** An outpatient treatment facility staffed by Medical Group Physicians and Health Plan staff. Please refer to Your Physician Directory for additional information about each Medical Center.

**Medical Group:** The Southeast Permanente Medical Group, Inc.

**Medical Group Physician:** Any licensed doctor of medicine or doctor of osteopathy employed by, or a shareholder in, Medical Group.

**Medically Necessary:** Our determination that a covered Service is all of the following: (i) medically required to prevent, diagnose or treat Your condition or clinical symptoms; (ii) in accordance with generally accepted standards of medical practice; (iii) not solely for the convenience of You, Your family and/or Your provider; and, (iv) the most appropriate level of Service which can safely be provided to You. 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 relevant clinical area or areas within the Kaiser Permanente locally or nationally; and/or (d) any other relevant factors reasonably determined by Us. Unless otherwise required by law, We decide if a covered Service is Medically Necessary. You may appeal Our decision as set forth in the “Getting Assistance, Filing Claims, and Dispute Resolution” Section. The fact that a Plan Provider has prescribed, recommended, or approved an item or service does not, in itself, make such item or service Medically Necessary and, therefore, a covered Service.

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

**Member:** A person who is eligible and enrolled under this *Evidence of Coverage*, and for whom We have received applicable Premium. Member is sometimes referred to as “You” or “Your.”

**Non-Essential Health Benefit:** Benefits other than Essential Health Benefits.

**Plan:** Kaiser Foundation Health Plan of Georgia, Inc.

**Plan Hospital:** A hospital that contracts with Kaiser Foundation Hospitals to provide hospital Services to members.

**Plan Physician:** Any Medical Group Physician, Affiliated Community Physician, hospital or licensed provider, except Designated Specialist Providers.

**Plan Provider:** A Plan Physician, practitioner, Medical Center, medical office, Plan Hospital, or other licensed provider of Services, except for Designated Specialist Providers, with whom the Medical Group, Kaiser Foundation Hospitals or Health Plan contracts to provide Services to Members, listed in the Physician Directory.

**Plan Year:** A period of time that is either a) a calendar year beginning on January 1 of any year and ending at midnight December 31 of the same year; or b) a contract year beginning on an effective date and ending at midnight prior to the anniversary date agreed to by Health Plan and Your Group. Refer to the “Schedule of Benefits” section at the end of this *Evidence of Coverage* to see which period is applicable to this coverage.

**Post Stabilization:** Means Medically Necessary Services related to Your Emergency Medical Condition that You receive after Your treating physician determines that Your Emergency Medical Condition is Stabilized. We cover Post-Stabilization Care only if We determine that such covered Services are Medically Necessary pursuant to a request for Prior Authorization for the Service.

**Premium:** Periodic membership charges paid by or on behalf of each Member. Payment of the Premium is a condition precedent to the provision of Services and is in addition to any other charges You are required to pay for covered Services.

**Prior Authorization:** Our determination that the proposed Service is covered and Medically Necessary pursuant to Our Quality Resource Management Program in advance of Your appointment or admission.

**Service Area:** The geographic in which Health Plan is licensed as an HMO including the following:

**Atlanta Metro Service Area:** The following counties are entirely within the Service Area: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Haralson, Heard, Henry, Lamar, Meriwether, Newton, Paulding, Pickens, Pike, Rockdale, Spalding, and Walton.

**Services:** Any treatment, therapeutic or diagnostic procedure, drug, supply, equipment or device as described in the “SECTION 7 - Benefits” section, which You have not exhausted if the benefit is limited. When a service is excluded (not covered), all services that are associated with the excluded service are also excluded even if they would be otherwise covered under this *Evidence of Coverage*.

**Skilled Nursing Facility:** A facility that provides inpatient skilled nursing care, rehabilitation Services, or other related health Services and is certified by Medicare and approved by Health Plan. The term “Skilled Nursing Facility” does not include an intermediate care facility, a convalescent nursing home, rest facility or facility for the aged that furnishes primarily custodial care, including training in activities of daily living.

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

**Stabilize:** To provide the medical treatment of the Emergency Medical condition that is necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the person from the facility to a Plan Provider.

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 person who is eligible for membership on his or her own behalf and not by virtue of Dependent status and: (i) who meets all applicable eligibility requirements (ii) who is enrolled hereunder; and (iii) for whom We have received the applicable Premium.

## SECTION 10 - Additional Benefits Purchased by Your Group

---

In addition to the standard benefits described in the "Benefits" section of this EOC, You are entitled to the following additional benefits purchased by Your Group.

GA07EOC-RDR INTRO 08/06

### Outpatient Prescription Drugs Rider

The following terms, when capitalized and used in this rider or in the "Schedule of Benefits" section, mean:

**Preventive Generic Drug** is a prescription drug that does not bear the trademark of a specific manufacturer. It is chemically the same as and generally costs less than a brand name prescription drug. It is a drug which is designated as a Generic Preferred Drug by Us and is listed by Us as a drug preferred or favored to be dispensed. Generic drugs not appearing on the preferred list are called Non-Preferred Drugs.

**Preferred Generic Drug** is a prescription drug that does not bear the trademark of a specific manufacturer. It is chemically the same as and generally costs less than a brand name prescription drug. It is a drug which is designated as a Generic Preferred Drug by Us and is listed by Us as a drug preferred or favored to be dispensed. Generic drugs not appearing on the preferred list are called Non-Preferred Drugs.

**Brand Preferred Drug** is a prescription drug that has been patented and is only produced by one manufacturer and is listed by Us as a drug preferred or favored to be dispensed. Brand drugs not appearing on the preferred list are called Non-Preferred Drugs.

**Specialty Drug** is a prescription drug that is very high cost and generally biologically derived.

**Non-Preferred Drug** is a prescription drug that is not listed by Us as a drug preferred or favored to be dispensed.

We cover the drugs and supplies described below when prescribed by a Plan Physician or dentist as described in this rider unless an exclusion or limitation applies.

You must obtain these drugs from a Kaiser Permanente Medical Center Pharmacy or at a community pharmacy designated by Health Plan.

We cover drugs and supplies for which a prescription is required by law. Certain diabetic supplies do not require a prescription. While You may obtain a first fill of Your prescription at either a Kaiser Permanente Medical Center Pharmacy or at a Health Plan designated community pharmacy, all refills of Your prescription must be obtained at a Kaiser Permanente Medical Center Pharmacy. To locate a Kaiser Permanente Medical Center Pharmacy, You should refer to Your Physician Directory or call Our Member Services Department Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997. You may also visit Us online at [www.kp.org](http://www.kp.org).

Each prescription refill is provided on the same basis as the original prescription. Copayments are applied up to the lesser of (a) the days' supply per prescription as listed in the "Schedule of Benefits" section or (b) the standard dispensing amount as determined by Health Plan, based on the recommendation of Our Pharmacy and Therapeutics Committee. The standard dispensing amount for migraine medications, ophthalmic, otic and topical medications, and oral and nasal inhalers is the smallest standard package unit available. The standard dispensing amount for other drugs may have quantity limits established by Our Pharmacy and Therapeutics Committee.

Unless otherwise specified by Your Plan Physician or dentist, Generic Drugs may be used to fill a prescription. If You request a Brand Name Drug that has a generic equivalent at a Kaiser Permanente Medical Center pharmacy or at a community pharmacy designated by Health Plan, You pay the full cost difference between the Generic Drug and the Brand Name Drug, in addition to the applicable Copayment, Coinsurance and deductible shown in "Schedule of Benefits" section at the end of this *Evidence of Coverage*.

### Outpatient Prescription Drug Coverage

Drugs and supplies covered under this rider include the following:

- Drugs approved by the Food and Drug Administration (FDA)
- Drugs for which a prescription is required by law.
- Prescription drugs on the Kaiser Permanente drug formulary
- Oral medications for the treatment of diabetes
- Insulin
- Disposable needles and syringes for injecting prescribed drugs
- Glucose ketone and acetone test strips or tablets
- Oral and nasal inhalers
- Compounded preparations which must be prepared by a pharmacist
- Amino acid-modified products used to treat congenital errors of amino acid metabolism
- Postsurgical immunosuppressant outpatient drugs required as a result of a covered transplant

### Review and Authorization

Certain prescription drugs require review and authorization prior to dispensing. Your Plan Physician must obtain this review and authorization. Failure to obtain this review and authorization will result in the drug not being covered. The list



of prescription drugs requiring review and authorization is subject to periodic review and modification by Our Pharmacy and Therapeutics Committee.

If You would like information about whether a drug requires authorization, please call Our Member Services Department, Monday through Friday from 7 a.m. to 7 p.m. at 855-512-5997. You may also visit Us online at [www.my.kp.org/shbp](http://www.my.kp.org/shbp).

### **Outpatient Prescription Drugs Home Delivery Service**

We cover prescription drug home delivery services. Benefits are subject to the Copayments, Coinsurance, deductibles and limits described under this Outpatient Prescription Drugs Benefit and in the "Schedule of Benefits" section.

You can order prescription refills for home delivery two ways:

- Online, using Our Members Only website [www.my.kp.org/shbp](http://www.my.kp.org/shbp). Some features, including prescription refills, require a one-time online registration. Online prescription orders must be paid for in advance by credit card; or
- Call Our pharmacy home delivery line at (770) 434-2008. Home delivery prescriptions must be paid for in advance by credit card.

You may order up to a 90-day supply unless Your prescription specifies a different supply amount. You are responsible for paying the applicable Copayments, Coinsurance and deductibles. There is no shipping charge and no additional fees for home delivery prescriptions.

Please allow five to seven business days for the prescription to be filled and delivered to You by mail.

Keep in mind that not all drugs are available through the home delivery service. Examples of drugs that cannot be mailed include those described below. Items available through Our home delivery pharmacy are subject to change at any time without notice.

- Controlled substances as determined by state and/or federal regulations;
- Medications that require special handling;
- Medications administered by or requiring observation by medical professionals;
- High cost drugs;
- Bulky items;
- Medications that require refrigeration;
- Medications requested to be mailed outside of the state of Georgia;
- Injectables; and
- Other products or dosage forms identified as safety risks.

### **Outpatient Prescription Drugs Limitations and Exclusions**

The following items are excluded from the outpatient prescription drug coverage, under this rider, in addition to those set-forth in the "SECTION 8 - General Exclusions, Limitations, Reimbursement of Health Plan, and Coordination of Benefits (COB)" section:

- Drugs and supplies other than those described above are not covered.
- Unless an exception is made by Health Plan, drugs not approved by the Food and Drug Administration and in general use as of March 1 of the year immediately preceding the year in which this *Evidence of Coverage* became effective or was last renewed are not covered.
- If a Service is not covered under this *Evidence of Coverage*, any drugs and supplies needed in connection with that Service are not covered even if such drugs and supplies would be covered under this rider.
- Immunizations and other drugs and supplies needed solely for travel are not covered.
- Durable Medical Equipment used to administer drugs is covered only as described under "Durable Medical Equipment (DME)" in this *Evidence of Coverage*.
- Administration of a drug is not covered under this rider.
- Drugs in classes determined excluded by Our Pharmacy and Therapeutics Committee.
- Immunizing agents, biological sera, blood or blood plasma are not covered.
- Drugs for the treatment of alopecia is not covered.
- Experimental or investigational drugs are not covered.
- Anti-wrinkle agents are not covered.
- Drugs determined by the FDA as lacking substantial evidence of effectiveness are not covered.
- Drugs and injectables used in connection with cosmetic Services are not covered.
- Packaging of prescription medications is limited to Health Plan standard packaging. Special packaging is not covered.
- Replacement of lost, stolen or damaged drugs and accessories is not covered.
- Infant formulas are not covered, except for amino acid-modified products used to treat congenital errors of amino acid metabolism.
- Drugs that shorten the duration of the common cold are not covered.

- Except for insulin, and those listed in the drug formulary, drugs available without a prescription or for which there is a nonprescription equivalent available are not covered.
- Drugs in classes determined by the Pharmacy and Therapeutics Committee to warrant restriction to certain age groups.
- Drugs and injectables for the treatment of sexual dysfunction disorders are not covered.
- Drugs and injectables for the treatment of involuntary infertility are not covered.
- Acupuncture therapy is not covered.
- Physical, speech, and occupational therapy are not covered, unless authorized by the Medical Group Chief of Quality Resource Management or his/her designee.
- Neurological testing is not covered, unless authorized by the Medical Group Chief of Quality Resource Management or his/her designee.
- Laboratory and pathology services are not covered.
- Chiropractic Services are covered under this benefit only when received from chiropractors designated by Health Plan.

GAAO7EOC-RDR INTRO08/09 (GA15SHBPRX)

### Chiropractic Services

We cover Services for Spinal Manipulation. Services must be provided from sources designated by Health Plan. You do not need a referral from Your Kaiser Permanente personal physician for covered Services for Spinal Manipulation. Your plan may include visit limits. Refer to the “Schedule of Benefits” section at the end of this *Evidence of Coverage* for more information.

The Cost Sharing You pay for covered Spinal Manipulation Services counts toward Your Cost Sharing Out-of-Pocket Maximum shown on the “Schedule of Benefits” section at the end of this *Evidence of Coverage*.

We cover the Chiropractic Services listed below only for acute medically necessary treatment for a diagnosed medical condition. Services must be provided from sources designated by Health Plan. You do not need a referral from Your Kaiser Permanente personal physician for the following covered chiropractic Services:

- Evaluation and management
- Routine chiropractic X-rays provided in the chiropractor's office (not to exceed 4 views)
- Chiropractic adjustments
- Appropriate therapies (e.g. hot and cold packs) not to exceed 2 per visit

Your plan may include visit limits. Refer to the “Schedule of Benefits” section at the end of this *Evidence of Coverage* for more information.

#### **Chiropractic Services Exclusions**

- Vitamins and supplements are not covered.
- Vax-D is not covered.
- Structural supports are not covered.
- Massage therapies are not covered.
- Maintenance/preventative care is not covered.
- Non-acute medically necessary treatment is not covered.

GA07HMOAB-CHIRO 08/06 (14HMOCHRLG)

### Adult Hearing Aids (age 19 and older)

We cover the following Services:

- Hearing tests to determine the need for hearing correction
- Hearing tests to determine the appropriate hearing aid and follow up care
- Internally implanted hearing devices when medically necessary
- Visits to verify that the hearing aid conforms to the prescription
- Visits for fitting, counseling, adjustment, cleaning, and inspection

We provide an allowance toward the price of a hearing aid for each ear when prescribed by a Plan Physician or Plan audiologist, but only if We have not covered (under this or any other Evidence of Coverage) a hearing aid for that ear within the previous five years. We will cover hearing aids for both ears only if both are required to provide significant improvement that is not obtainable with only one hearing aid. You need not obtain both aids at the same time, and the 5 years runs separately for each ear.

An allowance is applied toward the total expenses of an item that is covered. You may only use Your allowance one time, which is at the time You place Your initial order for Your hearing aid(s). If the cost of the item You select exceeds the allowance, You will pay the difference. A “Hearing Aid” means an electronic device worn on the person for the purpose of amplifying sound and assisting in the process of hearing, including an ear mold if necessary.

We select the provider or vendor that will furnish the covered hearing aid. Coverage is limited to the types and models of hearing aids furnished by the provider or vendor.

***Hearing Aids Exclusions***

- Hearing aids prescribed or ordered before You were a Member are not covered.
- Replacement parts for repair of a hearing aid are not covered.
- Replacements of lost, stolen or broken hearing aids are not covered.
- Hearing aid batteries are not covered.
- Repair of hearing aids after the end of the one-year warranty period is not covered.

**Covered Services for hearing aids are covered under this benefit only when received from Plan Providers.**

(GA15SHBP HA 8-14)

## Schedule of Benefits

### For GA DEPT COMMUNITY HEALTH/SHBP

This section summarizes:

- Your Cost Sharing (if any)
- Dependent age limits;
- Benefit limits such as day limits, visit limits and benefit maximums.

Dollar limits, day and visit limits, are based on a calendar year Plan Year.

This section does not describe all the details of Your benefits. To learn more about Your benefits please refer to the appropriate sections of the EOC.

You are responsible for payment of:

- Copayments
- Any amounts in excess of the Eligible Charges or Benefit Maximums, including Prior Authorization penalties, as shown in this “Schedule of Benefits” section.

### Dependent and Student Age limits

Please see SHBP’s Eligibility & Enrollment Provisions document online at [www.dch.georgia.gov/shbp-plan-documents](http://www.dch.georgia.gov/shbp-plan-documents) for eligibility requirements.

**For a complete understanding of the benefits, exclusions and limitations applicable to Your coverage, it is important to read Your EOC in conjunction with this Schedule of Benefits.** Here is some information to keep in mind as You read the Schedule of Benefits.

Some benefits under this EOC have annual limitations such as dollar, day or visit limitations. Benefits that are subject to an annual maximum are shown in the following “Schedule of Benefits” section of this EOC. All annual maximums are calculated based upon a calendar year. If You enrolled under this EOC at any point after the first of the year, any covered Services that You previously incurred in the same calendar year under a prior EOC from Health Plan, shall carry-forward and count toward the annual maximums shown in this EOC

The annual dollar, day, and visit limits, and Out-of-Pocket Maximums are based on a calendar year. Copayments, Your Cost Sharing for Services, is due at the time of Your visit. For items ordered in advance, You pay Your Cost sharing in effect on the order date. Note: We reserve the right to reschedule non-urgent care if You do not pay at the time of Your visit. In some cases, We may agree to bill You for Your Cost sharing.

The Eligible Charges may be less than the amount actually billed by the provider. You are responsible for payment of any amounts in excess of the Eligible Charges for a covered Service from a non-Plan Provider. Refer to the definition of Eligible Charge shown in the “SECTION 9 - Definitions” section at the beginning of this EOC.

All covered Services are subject to the Maximum Benefit While Covered unless otherwise noted below and in this EOC. Penalties and charges in excess of Eligible Charges do not count toward satisfaction of the Cost Sharing Out-of-Pocket Maximums. Refer to the definition of Cost Sharing Out-of-Pocket Maximum shown in the “SECTION 9 - Definitions” section at the beginning of this EOC.

Amounts You pay for the following Services count toward the Out-of-Pocket Maximum: Services such as office visits, outpatient services, inpatient services, emergency services, optical hardware for children only, chiropractic services for spinal manipulation only and outpatient prescription drugs.

Amounts You pay for the following Services do not count toward the Out-of-Pocket Maximum: Services such as optical hardware for adults, chiropractic services to exclude spinal manipulation, nonsurgical dental treatment, and infertility treatment (including administered infertility drugs). Not all Services listed here may be covered under Your specific plan. Refer to the remainder of this “Schedule of Benefits,” and this EOC, for additional information.

**Schedule of Benefits**

Annual Deductible	Not Applicable
Cost Sharing Out-of-Pocket Maximum (Applies to specific benefits)	Single: \$6,350 Family: \$12,700
<b>Covered Services</b>	<b>Health Plan Pays</b>
<b>OFFICE SERVICES</b>	
Primary care visits	\$35 Copayment
Specialty care visits	\$45 Copayment
Laboratory Services	Plan Pays 100% for covered services performed in a Kaiser Permanente Medical Center or a free-standing laboratory contracted with Kaiser Permanente; \$100 Copayment for services performed in an outpatient hospital setting.
X-rays and other routine radiology Services	Plan Pays 100% for covered services performed in a Kaiser Permanente Medical Center or a free-standing imaging center contracted with Kaiser Permanente; \$100 Copayment for services performed in an outpatient hospital setting.
High tech radiology Services (including CT, PET, MRI, myelograms, and nuclear medicine scans)	\$45 Copayment per scan for services performed in a Kaiser Permanente Medical Center or a free-standing imaging center contracted with Kaiser Permanente
Physician/Professional charges	Plan Pays 100%
Allergy treatment serum	Plan Pays 100%
Injection visits	\$35 Copayment per visit for Primary care visit \$45 Copayment per visit for Specialty care visit
<b>Preventive Visits and Services</b>	
NOTE: Cost Sharing will apply if non-preventive Services are provided during a scheduled preventive visit	
Well-child care visits through age 5	Plan Pays 100%
Annual Physical exams for children age 6 and above and adults <b>Limited to one Primary or Specialty exam every 12 months</b>	Plan Pays 100%

Covered Services	Health Plan Pays
Annual Well-woman exams <b>Limited to one Primary or Specialty exam every 12 months</b>	Plan Pays 100%
Preventive care screening Services and procedures (including pap smears, mammograms and prostate specific antigen (PSA) tests) <b>NOTE: Cost Sharing will apply if non-preventive Services are provided during a scheduled preventive visit</b>	Plan Pays 100%
Routine prenatal visits and delivery (obstetrician, nurse midwife, OB nurse practitioner) and first postpartum visit <b>NOTE: Cost Sharing will apply if non-preventive Services are provided during a scheduled preventive visit</b>	Plan pays 100%
<b>Maternity Care</b>	
Routine prenatal visits and delivery (obstetrician, nurse, midwife, OB nurse practitioner) and first postpartum visit	Plan Pays 100%
All other visits during pregnancy (including genetics counselors, and perinatologists)	\$45 Copayment
Maternity inpatient Services	\$250 Copayment per admission
Physician/Professional charges	Plan Pays 100%
<b>OUTPATIENT SERVICES</b>	
Laboratory Services and X-rays and other routine radiology Services (When performed in an outpatient hospital facility setting)	Plan Pays 100% covered for services performed in a Kaiser Permanente Medical Center or a free standing laboratory contracted with Kaiser Permanente; \$100 Copayment for services performed in an outpatient hospital setting.
X-rays and other routine radiology Services (When performed in an outpatient hospital facility setting)	Plan Pays 100% covered for services performed in a Kaiser Permanente Medical Center or a free-standing laboratory contracted with Kaiser Permanente; \$100 Copayment for services performed in an outpatient hospital setting.
High tech radiology Services (including CT, PET, MRI, myelograms, and nuclear medicine scans)	\$100 Copayment per scan when imaging is performed in an outpatient hospital setting
Outpatient surgery (including professional charges)	\$100 Copayment

<b>Covered Services</b>	<b>Health Plan Pays</b>
Outpatient facility/hospital charges (including professional charges)	\$100 Copayment
Chemotherapy and other visits to infusion centers)	\$45 Copayment
Radiation therapy	\$45 Copayment
<b>Autism Spectrum Disorder Services (No age limit)</b>	
Physical therapy visits	\$25 Copayment Unlimited Visits
Occupational therapy visits	\$25 Copayment Unlimited Visits
Speech therapy visits	\$25 Copayment Unlimited Visits
<b>Habilitative Services: Physical, Occupational, and Speech Therapy</b>	
Physical therapy visits	\$25 Copayment 40 visits per year
Occupational therapy visits	\$25 Copayment 40 visits per year
Speech therapy visits	\$25 Copayment 40 visits per year
<b>Rehabilitative Services: Physical, Occupational, Speech Therapy, and Cardiac Rehabilitation</b>	
Physical therapy visits	\$25 Copayment 40 visits per year
Occupational therapy visits	\$25 Copayment 40 visits per year
Speech therapy visits	\$25 Copayment 40 visits per year
Cardiac rehabilitation	\$25 Copayment 40 visits per year
<b>Dialysis Care</b>	
Dialysis	\$45 Copayment
<b>EMERGENCY SERVICES</b>	
Emergency department room visits	\$150 Copayment (If You are admitted to the hospital as an inpatient, the charge will be waived)
Ambulance Services	\$100 Copayment per trip

<b>Covered Services</b>	<b>Health Plan Pays</b>
<b>After Hours Urgent Care</b>	
After hours urgent care Services	\$35 Copayment
<b>INPATIENT SERVICES</b>	
<b>Hospital Inpatient Care</b>	
Inpatient hospital (including medical detoxification)	\$250 Copayment per admission
Physician/Professional charges	Plan Pays 100%
<b>MENTAL HEALTH AND CHEMICAL DEPENDENCY SERVICES</b>	
<b>Outpatient Mental Health</b>	
Outpatient individual therapy	\$35 Copayment
Outpatient group therapy	\$17 Copayment
Outpatient Mental Health visits for the purpose of monitoring drug therapy	\$35 Copayment
Partial Hospitalization	Plan Pays 100%
<b>Inpatient Mental Health</b>	
Inpatient mental health facility	\$250 Copayment per admission
Physician/Professional charges	Plan Pays 100%
<b>Outpatient Chemical Dependency Treatment</b>	
Chemical Dependency Outpatient individual therapy performed in a physician's office	\$35 Copayment
Chemical Dependency Outpatient individual therapy performed in an outpatient facility/hospital	\$35 Copayment
Chemical Dependency Outpatient group therapy performed in a physician's office Unlimited Visits	\$17 Copayment
<b>Inpatient Chemical Dependency Treatment</b>	
Inpatient treatment Unlimited Visits	\$250 Copayment per admission
Residential Services	\$250 Copayment per admission
Physician/Professional charges	Plan pays 100%



Covered Services	Health Plan Pays
<b>PHARMACY SERVICES</b>	
<b>Drugs and Supplies</b>	
Contraceptive drugs and devices, oral transdermal and vaginal ring	Plan pays 100%
<b>Outpatient Prescription Drugs</b>	
Up to the lesser of a 30-day supply or the standard prescription amount	
Copayments and Coinsurance for Outpatient Prescription Drugs count toward satisfaction of the Annual Out-of-Pocket Maximums, if any.	
<b>Drugs and Supplies</b>	
Generic Prescription Drugs	\$20 Copayment at Kaiser Permanente Medical Center Pharmacies; and \$30 Copayment at designated community pharmacies.
Brand Name Preferred Drugs	\$50 Copayment at Kaiser Permanente Medical Center Pharmacies; and \$60 Copayment at designated community pharmacies.
Non-Preferred Drugs	\$80 Copayment at Kaiser Permanente Medical Center Pharmacies; and \$90 Copayment at designated community pharmacies.
Home Delivery Drugs	When You order a 90-day supply through Our Kaiser Permanente Outpatient Prescription Home Delivery Service, You will pay two and a half times the applicable Copayments You would pay for a 30-day supply. There is no shipping charge and no additional fees for home delivery prescriptions. \$50 Copayment For Generic Preferred Drugs through Kaiser Permanente Pharmacies only \$125 Copayment For Brand Preferred Drugs through Kaiser Permanente Pharmacies only \$200 Copayment For Non-Preferred Drugs through Kaiser Permanente Pharmacies only
<b>OTHER SERVICES</b>	
<b>Skilled Nursing Facility Care</b>	
Room and board, skilled nursing Services including Physician/Professional Charges Up to 120 days per Benefit Period	Plan pays 100%

Kaiser Foundation Health Plan of Georgia, Inc.

<b>Covered Services</b>	Health Plan Pays
<b>Home Health Care</b>	
Covered Services Unlimited Visits	Plan pays 100%
<b>Hospice Care</b>	
For hospice care instead of traditional Services	Plan pays 100%
<b>Dental Services</b>	
Dental Services and appliances for accidental bodily injury to teeth	Plan pays 100%
Non-surgical dental treatment, including splints and appliances, for Temporomandibular Joint Dysfunction	Plan pays 50%
<b>Durable Medical Equipment (DME)</b>	
Covered equipment or devices	Plan Pays 100%
<b>Prosthetics and Orthotics</b>	
Covered devices	Plan Pays 100%
<b>Pediatric Hearing Aids for Children to age 19</b>	
A hearing aid for each ear, once every 48 months, including fittings and follow-up care.	Combined Benefit Maximum: \$3,000 per aid; per ear; every 48 Months.
<b>Infertility Services</b>	
Diagnosis Services	\$45 Copayment
<b>Vision Services</b>	
Screening for eye disease	\$45 Copayment
Eye exams for corrective lenses (Does not include fitting for cosmetic contact lenses)	Plan pays 100%
<b>Chiropractic Services</b>	
Up to 20 visits per Year	\$45 Copayment
<b>Adult Hearing Aids (age 19 and older)</b>	
Fittings and follow-up care	Plan Pays 100%
A Hearing Aid for each ear, once every 5 years	Adults: Plan Pays 100% Hearing Aids limited to \$1,500 every 5 years.