

# City of Spokane

## Plan 1

Retired Without Medicare

1018813

## INTRODUCTION

\*This booklet is for members of the City of Spokane medical plan. This plan is self-funded by City of Spokane, which means that City of Spokane is financially responsible for the payment of plan benefits. City of Spokane ("the Group") has the final discretionary authority to determine eligibility for benefits and construe the terms of the plan.

City of Spokane has contracted with Premera Blue Cross, an Independent Licensee of the Blue Cross Blue Shield Association, to perform administrative duties under the plan, including the processing of claims. City of Spokane has delegated to Premera Blue Cross the discretionary authority to determine eligibility for benefits and to construe the terms used in this plan to the extent stated in our administrative services contract with the Group. Premera Blue Cross does not insure the benefits of this plan.

Premera Blue Cross doesn't insure this plan. In this booklet Premera Blue Cross is called the "Claims Administrator." This booklet replaces any other benefit booklet you may have.

**If any provision of this Plan is superseded by state or federal law, the Plan will comply with the applicable law as it relates to those provisions.**

City of Spokane believes this plan is a "grandfathered health plan" under the Affordable Care Act. As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the new standards for appeals. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of the plan lifetime maximum.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to lose its grandfathered health plan status, can be directed to the Group's plan administrator. You may also contact the U.S. Department of Health and Human Services at [www.healthreform.gov](http://www.healthreform.gov).

Group Name: City of Spokane

Effective Date: January 1, 2024

Group Number: 1018813

Plan: Your World Plan 1 Retired Without Medicare (Grandfathered)

Certificate Form Number: 10188130124A

## Discrimination is Against the Law

Premera Blue Cross (Premera) complies with applicable Federal and Washington state civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, gender identity, or sexual orientation. Premera does not exclude people or treat them differently because of race, color, national origin, age, disability, sex, gender identity, or sexual orientation. Premera provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats). Premera provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages. If you need these services, contact the Civil Rights Coordinator. If you believe that Premera has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, gender identity, or sexual orientation, you can file a grievance with: Civil Rights Coordinator — Complaints and Appeals, PO Box 91102, Seattle, WA 98111, Toll free: 855-332-4535, Fax: 425-918-5592, TTY: 711, Email [AppealsDepartmentInquiries@Premera.com](mailto:AppealsDepartmentInquiries@Premera.com). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. 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 Ave SW, Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>. You can also file a civil rights complaint with the Washington State Office of the Insurance Commissioner, electronically through the Office of the Insurance Commissioner Complaint Portal available at <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>, or by phone at 800-562-6900, 360-586-0241 (TDD). Complaint forms are available at <https://fortress.wa.gov/oic/online-services/cc/pub/complaintinformation.aspx>.

## Language Assistance

**ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 800-722-1471 (TTY: 711).

**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 800-722-1471 (TTY: 711)。

**CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 800-722-1471 (TTY: 711).

**주의:** 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 800-722-1471 (TTY: 711) 번으로 전화해 주십시오.

**ВНИМАНИЕ:** Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 800-722-1471 (телетайп: 711).

**PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 800-722-1471 (TTY: 711).

**УВАГА!** Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки.

Телефонуйте за номером 800-722-1471 (телетайп: 711).

**ប្រយ័ត្ន:** បើសិនជាអ្នកនិយាយភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសាដោយមិនគិតថ្លៃសម្រាប់អ្នក។ ចូរ ទូរស័ព្ទ 800-722-1471 (TTY: 711)។

**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。800-722-1471 (TTY:711) まで、お電話にてご連絡ください。

**ማሳሰቢያ:** የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች: በነጻ ሊያግዙዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ 800-722-1471 (መስማት ለተሳናቸው: 711)።

**XIYYEEFFANNAA:** Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 800-722-1471 (TTY: 711).

**ملحوظة:** إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 800-722-1471 (رقم هاتف الصم والبكم: 711).

**पिआन दिउ:** जे त्रमी पंजाबी बोलते हे, तां 'बामा' दिंच सहायता सेवा तुहाडे लयी मुदत छुपलसय वै। 800-722-1471 (TTY: 711) 'उे बाल बरो।

**ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 800-722-1471 (TTY: 711).

**ໂປດອຸກຸບ:** ຖ້າວ່າທ່ານເວົ້າພາສາລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທສ 800-722-1471 (TTY: 711).

**ATANSYON:** Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 800-722-1471 (TTY: 711).

**ATTENTION:** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 800-722-1471 (ATS : 711).

**UWAGA:** Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 800-722-1471 (TTY: 711).

**ATENÇÃO:** Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 800-722-1471 (TTY: 711).

**ATTENZIONE:** In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 800-722-1471 (TTY: 711).

**توجه:** اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 800-722-1471 (TTY: 711) تماس بگیرید.

## HOW TO USE THIS BOOKLET

This booklet will help you get the most out of your benefits. Every section contains important information, but the ones below may be particularly useful:

- **How Does Selecting A Provider Affect My Benefits?** — how using providers that we have agreements with will cut your costs
- **What Types Of Expenses Am I Responsible For Paying?**
- **What Are My Benefits?** — what's covered and what you need to pay for covered services.
- **Prior Authorization** – Describes the plan's prior authorization and emergency admission notification requirement.
- **What's Not Covered?** — services **What's Not Covered?** — services that are either limited or not covered under this plan
- **Who Is Eligible For Coverage?** – eligibility requirements for this plan
- **How Do I File A Claim?** — step-by-step instructions for claims submissions
- **Complaints And Appeals** — processes to follow if you want to file a complaint or an appeal
- **Definitions** — terms that have specific meanings under this plan. Example: "You" and "your" refer to members under this plan. "We," "us" and "our" refer to Premera Blue Cross.

## FOR MORE INFORMATION

You'll find our contact information on the back cover of this booklet. Please call or write customer service for help with:

- Questions about benefits or claims
- Questions or complaints about care you receive
- Changes of address or other personal information

You can also get benefit, eligibility and claim information through our Interactive Voice Response system when you call.

### **Online information about your plan is at your fingertips whenever you need it**

You can use our Web site to:

- Get details about the types of expenses you're responsible for and this plan's benefit maximums
- Check the status of your claims
- Visit our health information resource to learn about diseases, medications, and more

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# HOW DOES SELECTING A PROVIDER AFFECT MY BENEFITS?

## Global Network Providers

This plan provides you benefits for covered services from providers of your choice.

It uses our Global network in Washington, which is our broadest network. It is made up of all providers contracted with us in Washington. In Alaska, this plan gives you access to all providers who have contracts with Premera Blue Cross Blue Shield of Alaska. For care outside our service area, this plan also gives you access to providers contracted with the Traditional (participating) provider networks of local Blue Cross and/or Blue Shield Licensees ("Host Blues").

This plan's cost-shares for the above contracted providers are the same as they are for other covered providers.

However, the contracted providers provide medical care to members at negotiated fees. These fees are the allowable charges for these providers. Contracted providers will not charge you more than the allowable charge for covered services. For this reason, your portion of the charges for covered services is lower. Global providers are also familiar with this plan's features and can help you make informed decisions about the healthcare you get.

You may access current information on contracted providers at any time on our Web site at [www.premera.com](http://www.premera.com). You may also call customer service. The providers are listed by geographical area, specialty and in alphabetical order to help you select a provider that is right for you. You can also call the BlueCard provider line to locate a Traditional provider. The numbers are on the back cover of this booklet and on your Premera Blue Cross ID card.

We update this directory regularly but the listings can change. Before you get care, we suggest that you call us for current information or to make sure that your provider, their office location or their provider group is in the Global network.

## Contracted Health Care Benefit Managers

The list of Premera's contracted Health Care Benefit Managers (HCBM) and the services they manage are available at <https://www.premera.com/visitor/partners-vendors> and changes to these contracts or services are reflected on the web site within 30 business days.

## Continuity Of Care

**How Continuity of Care Works** You may qualify for Continuity of Care (COC) under certain circumstances when a provider leaves your health plan's network or your employer transitions to a new carrier. This will depend on your medical condition at the time the change occurs. COC is a process that provides you with short-term, temporary coverage at in-network levels for care received by a non-participating provider.

COC applies in these situations:

- The contract with your provider ends
- The benefits covered for your provider change in a way that results in a loss of coverage
- The contract between your company and us ends and that results in a loss of benefits for your provider

**How you qualify for Continuity of Care** If a primary care provider contract is terminated without cause, continuing care will be provided according to the details included in the member's notice of the contract termination. Additionally, you may qualify for continuing care from non-primary care providers if you are in an "active relationship" or treatment with your provider. This means that you have had three or more visits with the provider within the past 12 months and you meet one or more of these conditions with respect to a terminated provider or facility:

- Undergoing a course of treatment for a serious and complex condition
- Undergoing a course of institutional or inpatient care
- Are scheduled for a non-elective surgery, including receipt of postoperative care
- Are pregnant and undergoing a course of treatment for the pregnancy
- Are receiving treatment for a terminal illness

**We will notify you** at least 30 days prior to your provider's termination date. When a termination for cause provides us less than 30 days notice, we will make a good faith effort to assure that a written notice is provided to you immediately.

You can request continuity of care by contacting customer service. The contact information is on the back cover of this booklet.

If you are approved for continuity of care, you will get continuing care from the terminating provider until the earliest of the following:

- The 90<sup>th</sup> day after we notified you that your provider's contract ended
- The day after you complete the active course of treatment entitling you to continuity of care

If you are pregnant, and become eligible for continuity of care, you can continue with your provider throughout your pregnancy, plus 8 weeks of postpartum care.

Continuity of care does not apply if your provider:

- No longer holds an active license
- Relocates out of the service area
- Goes on leave of absence
- Is unable to provide continuity of care because of other reasons
- Does not meet standards of quality of care

When continuity of care ends, non-emergent care from the provider is no longer covered. If we deny your request for continuity of care, you may appeal the denial. See **Complaints and Appeals**.

### Other Providers

This plan covers providers who are not contracted as described above.

- Providers that are not in a Host Blue's Traditional network may still have a contract with the Host Blue. These providers will not bill you for any amount above the allowable charge for a covered service.
- **Non-Network Providers** There are also providers who do not have a contract with us, Premera Blue Cross Blue Shield of Alaska or the local Host Blue. These providers are called "non-network" providers in this booklet.

### Balance Billing Protection

Non-participating providers have the right to charge you more than the allowed amount for a covered service. This is called "surprise billing" or "balance billing." However, Washington state and federal law protects you from balance billing for:

**Emergency Services** from a nonparticipating hospital or facility or from a nonparticipating provider at the hospital or facility.

Emergency services includes certain post-stabilization services you may get after you are in stable condition. These include covered services provided as part of outpatient observation or during an inpatient or outpatient stay related to the emergency visit, regardless of which department of the hospital you are in.

**Non-emergency services** from a **nonparticipating provider** at an **network hospital or outpatient surgery center**. If a non-emergency service is not covered under the in-network benefits and terms of coverage under your health plan, then the federal [and state] law regarding balance billing do not apply for these services.

### Air Ambulance

Your cost sharing for non-participating air ambulance services shall be no more than if the services were provided by a network provider. The cost sharing amount shall be counted towards the network deductible and the network out of pocket maximum amount. Cost sharing shall be based upon the lesser of the qualifying payment amount (as defined under federal law) or the billed amount.

For the above services, you will pay no more than the plan's network cost shares. See the **Summary of Your Costs**. Premera Blue Cross will work with the nonparticipating provider to resolve any issues about the amount paid. Premera will also send the plan's payments to the provider directly.

**Note:** Amounts you pay over the allowed amount don't count toward any applicable calendar year deductible, coinsurance or out-of-pocket maximum.

## **Benefits For Non-Network Or Non-Contracted Providers**

The following covered services and supplies provided by non-network or non-contracted providers will always be covered:

- Emergency services for a medical emergency. See the **Definitions** section for definitions of these terms. This plan provides worldwide coverage for emergency services.

The benefits of this plan will be provided for covered emergency services without the need for any prior authorization and without regard as to whether the health care provider furnishing the services has a contract with us. Emergency services furnished by a non-participating provider will be reimbursed in compliance with applicable laws.

- Facility and hospital-based provider services received from a hospital that has a provider contract with Premera Blue Cross.
- Covered emergency services received from providers located outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands.

If a covered service is not available from a network provider, you can receive benefits for services provided by a non-network or non-contracted provider. However, you or your network provider must request this before you get the care. See **Prior Authorization** to find out how to do this.

## **WHAT TYPES OF EXPENSES AM I RESPONSIBLE FOR PAYING?**

This section of your booklet explains the types of expenses you must pay for covered services before the benefits of this plan are provided. (These are called "cost shares" in this booklet.) To prevent unexpected out-of-pocket expenses, it's important for you to understand what you're responsible for. You'll find the dollar amounts for these expenses and when they apply in the **What Are My Benefits?** section.

### **CALENDAR YEAR DEDUCTIBLE**

A calendar year deductible is the amount of expense you must incur in each calendar year for covered services and supplies before this plan provides certain benefits. The amount credited toward the calendar year deductible for any covered service or supply won't exceed the "allowable charge." See the **Definitions** section in this booklet. Copays don't count toward the calendar year deductible.

#### **Individual Deductible**

An "Individual Deductible" is the amount each member must incur and satisfy before certain benefits of this plan are provided.

#### **Family Deductible**

We also keep track of the expenses applied to the individual deductible that are incurred by all enrolled family members combined. When the total equals a set maximum, called the "Family Deductible," we will consider the individual deductible of every enrolled family member to be met for the year. Only the amounts used to satisfy each enrolled family member's individual deductible will count toward the family deductible.

The calendar year deductible amounts applicable to the **Medical Services** portion of this plan are located under the **What Are My Benefits?** section.

#### **What Doesn't Apply To The Calendar Year Deductible?**

- Amounts that exceed the allowable charge
- Charges for excluded services

### **COINSURANCE**

"Coinsurance" is a defined percentage of allowable charges for covered services and supplies you receive. It's the percentage you're responsible for, not including copays and the calendar year deductible, when the plan provides benefits at less than 100% of the allowable charge.

The coinsurance percentage applicable to the **Medical Services** portion of this plan is located under **What's My Coinsurance?** in the **What Are My Benefits?** section. Any benefits that are subject to a different coinsurance percentage will state that percentage in the benefit.

## OUT-OF-POCKET MAXIMUM

The "individual out-of-pocket maximum" is the maximum amount, made up of the calendar year deductible and coinsurance that each individual could pay each calendar year for certain covered services and supplies.

In addition to benefits shown under the **Medical Services** section, your plan may have other benefits that are subject to the out-of-pocket maximum. If your plan includes benefits for routine vision or hearing exams and testing or orthognathic surgery, any coinsurance and calendar year deductible under these benefits will also accrue to your out-of-pocket maximum.

There are some exceptions. Expenses that do not apply to the out-of-pocket maximum are:

- Charges above the allowable charge
- Charges not covered by the plan
- Calendar year deductible
- Inpatient and Outpatient professional and facility services for Rehabilitation Therapy and Neurodevelopmental Therapy

Refer to **What's My Out-Of-Pocket Maximum?** in the **What Are My Benefits?** section for the amount of any out-of-pocket maximums you're responsible for.

**Once the out-of-pocket maximum has been satisfied, the benefits of this plan will be provided at 100% of allowable charges for the remainder of that calendar year.**

## WHAT ARE MY BENEFITS?

This section of your booklet describes the specific benefits available for covered services and supplies. Benefits are available for a service or supply described in this section when it meets all of these requirements:

- It must be furnished in connection with either the prevention or diagnosis and treatment of a covered illness, disease or injury.
- It must be medically necessary (see the **Definitions** section in this booklet) and must be furnished in a medically necessary setting. Inpatient care is only covered when you require care that could not be provided in an outpatient setting without adversely affecting your condition or the quality of care you would receive.
- It must not be excluded from coverage under this plan.
- The expense for it must be incurred while you're covered under this plan and after any applicable waiting period required under this plan is satisfied.
- It must be furnished by a "provider" (see the **Definitions** section in this booklet) who's performing services within the scope of their license or certification.
- It must meet the standards set in our medical and payment policies. Our policies are used to administer the terms of the plan. Medical policies are generally used to determine if a member has coverage for a specific procedure or service. Payment policies define billing and provider payment rules. Our policies are based on accepted clinical practice guidelines and industry standards accepted by organizations like the American Medical Association (AMA). Our policies are available to you and your provider at **www.premera.com** or by calling customer service.

Benefits for some types of services and supplies may be limited or excluded under this plan. Refer to the actual benefit provisions throughout this section and the **What's Not Covered?** section for a complete description of covered services and supplies, limitations and exclusions.

This plan complies with state regulations about coverage for diabetes medical treatment. See the **Prescription Drugs, Home Medical Equipment (HME), Orthotics, Prosthetics and Supplies, Preventive Care, and Professional Visits And Services, and Health Management** benefits.

## WHAT ARE MY COST SHARES?

### What's My Calendar Year Deductible?

#### Individual Calendar Year Deductible

For each member, this amount is \$500 for covered services.

While some benefits have dollar maximums, others have different kinds of maximums, such as a maximum number of visits or days of care that can be covered. We don't count allowable charges that apply to your individual calendar year deductible toward dollar benefit maximums. But if you receive services or supplies covered by a benefit that has any other kind of maximum, we do count the services or supplies that apply to your individual calendar year deductible toward that maximum.

#### Family Deductible

The maximum calendar year deductible for your family is \$1,000 for covered services.

**Note:** The calendar year deductibles don't accrue toward the out-of-pocket maximum.

#### Fourth Quarter Carryover

Expenses you incur for covered services and supplies in the last 3 months of a calendar year which are used to satisfy all or part of the calendar year deductible will also be used to satisfy all or part of the next year's deductible. If your plan also includes a out-of-pocket maximum, however, the expenses carried over to satisfy the next year's deductible will not be applied to the next year's out-of-pocket maximum.

### What's My Coinsurance?

Your coinsurance is 30% of allowable charges for covered services and supplies, unless otherwise stated.

However, there are a few exceptions to the above coinsurance percentages. See the benefits listed below for details:

- The **Transplants** benefit
- The **Contraceptive Management and Sterilization** benefit
- The **Diagnostic X-ray, Lab and Imaging** benefit
- The **Diagnostic and Screening Mammography** benefit
- The **Health Management** benefit
- The **Home Medical Equipment (HME), Orthotics, Prosthetics and Supplies** benefit
- The **Preventive Care** benefit

### What's My Out-Of-Pocket Maximum?

#### Individual Maximum

For each member, this amount is \$3,000 per calendar year.

## MEDICAL SERVICES

### Acupuncture

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Benefits are provided for acupuncture services when medically necessary to relieve pain, induce surgical anesthesia, or to treat a covered illness, injury, or condition. The technique of inserting thin needles through the skin at specific points on body to help control pain and other symptoms. Services must be provided by a certified or licensed acupuncturist.

Benefits are provided for up to 12 visits per member per calendar year.

## Allergy Testing and Treatment

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Skin and blood tests used to diagnose what substances a person is allergic to, and treatment for allergies. Services must be provided by a certified or licensed allergy specialist

This benefit covers:

- Allergy shots
- Testing
- Serums

## Ambulance

Benefits for the following services are subject to your calendar year deductible and coinsurance.

This benefit covers:

- Transport to the nearest facility that can treat your condition
- Medical care you get during the trip
- Transport from one medical facility to another as needed for your condition
- Transport to your home when medically necessary

These services are only covered when:

- Any other type of transport would put your health or safety at risk
- The service is from a licensed ambulance
- It is for the member who needs transport

Air or sea emergency medical transportation is covered when:

- Transport takes you to the nearest available facility that can treat your condition
- The above requirements for ambulance services are met, and
- Geographic restraints prevent ground transport
- Ground emergency transportation would put your health or safety at risk

Ambulance services that are not for an emergency must be medically necessary and need prior authorization. See **Prior Authorization** for details.

This benefit does not cover:

Services from an unlicensed ambulance

## Blood Products and Services

Blood components and services, like blood transfusions, which are provided by a certified or licensed healthcare provider, subject to your calendar year deductible and coinsurance when you use a network provider.

Blood products and services that either help with prevention or diagnosis and treatment of an illness, disease, or injury

## Cellular Immunotherapy And Gene Therapy

Important things to know:

Treatment which uses your body's own immune system or genes to treat disease.

These therapies are fairly new, and their use is evolving. They must meet three criteria in order to be covered:

- Prescribed by a doctor
- Meet Premera's medical policy (See [premera.com](http://premera.com) or call customer service), and
- Approved by Premera before they can happen (See **Prior Authorization**)

This benefit covers:

Medically necessary cellular immunotherapy and gene therapy, like CAR-T

See Prior Authorization for more information on getting prior approval for services.

### **Chemotherapy and Radiation Therapy**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Treatment which uses powerful chemicals (chemotherapy) or high-energy beams (radiation) to shrink or kill cancer cells.

Chemotherapy and radiation must be prescribed by a doctor and approved by Premera to be covered. **See Prior Authorization.**

This benefit covers:

- Outpatient chemotherapy and radiation therapy
- Supplies, solutions and drugs used during chemotherapy or radiation visit
- Tooth extractions to prepare your jaw for radiation therapy

For drugs you get from a pharmacy, see **Prescription Drugs**. Some services need prior authorization before you get them. See **Prior Authorization** for details.

### **Clinical Trials**

This plan covers the routine costs of a qualified clinical trial. Routine costs are the medically necessary care that is normally covered under this plan for a member who is not enrolled in a clinical trial. The trial must be appropriate for your health condition and you must be enrolled in the trial at the time of treatment for which coverage is requested.

Benefits are based on the type of service you get. For example, benefits for an office visit are covered under the **Professional Visits And Services** benefit and lab tests are covered under the **Diagnostic X-ray, Lab and Imaging**-benefit.

A qualified clinical trial is a phase I, II, III or IV clinical trial that is conducted on the prevention, detection or treatment of cancer or other life-threatening disease or conditions. The trial must also be funded or approved by a federal body, such as one of the National Institutes of Health (NIH), a qualified private research entity that meets the standards for NIH support grant eligibility, or by an institutional review board in Washington that has approval by the NIH Office for Protection from Research Risks.

- A “clinical trial” does not include expenses for:
- Costs for treatment that are not primarily for the care of the patient (such as lab tests performed solely to collect data for the trial)
- The investigational item, device or service itself
- A service that is clearly not consistent with widely accepted and established standards of care for a particular condition
- Services, supplies or pharmaceuticals that would not be charged to the member, if there were no coverage.
- Services provided in a clinical trial that are fully funded by another source

We encourage you or your provider to call Customer Service before you enroll in a clinical trial. We can help you verify that the clinical trial is a qualified clinical trial.

### **Contraceptive Management and Sterilization**

#### **Contraceptive Injections, Implants, and Emergency Contraceptives**

Benefits for office visits for contraceptive management, and for contraceptive injections, implants and oral or injectable emergency contraceptives furnished by your healthcare provider aren't subject to any cost-shares (see **Definitions**).

## Sterilization

Tubal ligation isn't subject to any cost shares. When sterilization is performed as the secondary procedure, associated services such as anesthesia and facility charges will be subject to your cost shares under the applicable facility benefit and are not covered by this benefit.

## Sterilization

Vasectomy isn't subject to any cost shares. This benefit covers outpatient facility and professional services. When sterilization is performed as the secondary procedure, associated services such as anesthesia and facility charges will be subject to your cost-shares under the applicable facility benefit and are not covered by this benefit.

## Contraceptives Dispensed By A Pharmacy

- Prescription contraceptives (including emergency contraception) and prescription barrier devices or supplies that are dispensed by a licensed pharmacy are covered under the **Prescription Drugs** benefit. Your normal cost share is waived for these devices, for generic emergency contraceptive drugs and for other contraceptive drugs that are generic or single-source brand name drugs when you get them from a participating pharmacy. Examples of covered devices are diaphragms and cervical caps.
- Over-the-counter contraceptives that are prescribed by your healthcare provider and purchased through a licensed pharmacy are also covered. No cost share is required when you get them through a participating pharmacy. **Please have your prescription ready for the pharmacist.**

## The **Contraceptive Management and Sterilization** benefit doesn't cover:

- Over-the-counter contraceptive drugs, supplies or devices
- Prescription contraceptive take-home drugs dispensed and billed by a facility or provider's office
- Hysterectomy. (Covered on the same basis as other surgeries. See the **Surgical Services** benefit.)
- Sterilization reversal
- Testing, diagnosis, and treatment of infertility, including fertility enhancement services, procedures, supplies and drugs

## Dental Injury and Facility Anesthesia

The medical benefits of this plan will be provided for the dental services listed below.

### Dental Anesthesia

General anesthesia and related hospital or ambulatory surgical center services for dental procedures are covered when medically necessary for 1 of 2 reasons:

- The member is under the age of 19 or is disabled physically or developmentally and has a dental condition that can't be safely and effectively treated in a dental office
- The member has a medical condition in addition to the dental condition needing treatment that the attending provider finds would create an undue medical risk if the treatment weren't done in a hospital or ambulatory surgical center

**Note:** This benefit will not cover the dentist's services unless the services are to treat a dental injury and meet the requirements described above.

### Dental Injury

Benefits for the following services are subject to your calendar year deductible and coinsurance.

When services are related to an injury, benefits are provided for the reparation or repair of the natural tooth structure when such repair is performed within 12 months of the injury.

These services are only covered when they're:

- Necessary as a result of an injury
- Performed within the scope of the provider's license
- Not required due to damage from biting or chewing

- Rendered on natural teeth that were free from decay and otherwise functionally sound at the time of the injury. "Functionally sound" means that the affected teeth don't have:
  - Extensive restoration, veneers, crowns or splints
  - Periodontal disease or other condition that would cause the tooth to be in a weakened state prior to the injury

**Note:** An injury does not include damage caused by biting or chewing, even if due to a foreign object in food.

If necessary services can't be completed within 12 months of an injury, coverage may be extended if your dental care meets the plan's extension criteria. We must receive extension requests within 12 months of the injury date.

### **When Your Condition Requires Hospital Or Ambulatory Surgical Center Care**

General anesthesia and related hospital or ambulatory surgical center services for dental procedures are covered when medically necessary for 1 of 2 reasons:

- The member is under the age of 19 or is disabled physically or developmentally and has a dental condition that can't be safely and effectively treated in a dental office
- The member has a medical condition in addition to the dental condition needing treatment that the attending provider finds would create an undue medical risk if the treatment weren't done in a hospital or ambulatory surgical center

**Note:** This benefit will not cover the dentist's services unless the services are to treat a dental injury and meet the requirements described above.

### **Diagnostic X-ray, Lab and Imaging**

Benefits for **preventive screening services** aren't subject to your calendar year deductible and coinsurance, if any. Preventive screening services are laboratory and imaging services that meet the guidelines for preventive care stated in the **Preventive Care** benefit. Note: Screening tests for prostate cancer will be covered when recommended by your physician, registered nurse, or a physician's assistant.

**Non-Preventive Services** This benefit also covers diagnostic services recommended by your physician or other medical provider for medical conditions for symptoms. When you use a network provider, benefits are subject to your calendar year deductible and coinsurance. However, diagnostic surgeries, including scope insertion procedures, that do not meet preventive guidelines, can only be covered under the **Surgery** benefit.

Benefits are provided for diagnostic services, including administration and interpretation. Some examples of what's covered are:

- Diagnostic imaging and scans (including x-rays and EKGs)
- Screening tests for prostate and cervical cancer.
- Colon cancer screening. Includes exams, colonoscopy, sigmoidoscopy and fecal occult blood tests. Coverage for colonoscopy and sigmoidoscopy includes medically necessary sedation. Benefits include anesthesia services performed in connection with the preventive colonoscopy if the attending provider determines that anesthesia would be medically appropriate for the member.

The plan also covers a consultation before the colonoscopy. If polyps are found during a screening procedure, removing them and lab tests on them are also covered as preventive. BRCA genetic testing for women at risk for certain breast cancers

- Services that are medically necessary to diagnose infertility or that are part of treatment for the cause of infertility.
- Laboratory services, including routine and preventive
- Pathology tests

**In addition to *What's Not Covered?* this **Diagnostic X-ray, Lab and Imaging** benefit doesn't cover:**

- Allergy testing. See the **Allergy Testing and Treatment** benefit for coverage of allergy testing.
- Covered inpatient diagnostic services that are furnished and billed by an inpatient facility. These services are only eligible for coverage under the applicable inpatient facility benefit.

- Outpatient diagnostic services that are billed by an outpatient facility or emergency room and received in combination with other hospital or emergency room services. Benefits are provided under the **Hospital** or **Emergency Room** benefits.
- Mammography services. See the **Diagnostic And Screening Mammography** benefit.
- Maternity Care
- Preventive Care
- Genetic testing may be covered in some cases. Call customer service before seeking testing, since it may require Prior Authorization. When prescribed by an in-network provider, prior authorization is not required for biomarker testing for members with stage 3 or 4 cancer, or for members with recurrent, relapsed, refractory, or metastatic cancer.

This benefit does not cover testing required for employment, schooling, screening or public health reasons that is not for the purpose of treatment.

### **Diagnostic and Screening Mammography**

Benefits for these services aren't subject to your calendar year deductible and coinsurance.

The Diagnostic and Screening Mammography benefit covers diagnostic and screening mammography (including 3-D mammography) recommended by your physician, advanced registered nurse practitioner or physician's assistant.

### **Dialysis**

When you have end-stage renal disease (ESRD) you may be eligible to enroll in Medicare. If eligible, it is recommended to enroll in Medicare as soon as possible. When you enroll in Medicare, this plan and Medicare will coordinate benefits. In most cases, this means that you will have little or no out-of-pocket expenses.

As soon as the member is enrolled in Medicare Part B due to ESRD, the Group will pay the Medicare Part B premiums. The Group will continue to pay these premiums for as long as the member is enrolled on their current plan and eligible for Medicare due to ESRD.

Medicare has a waiting period, generally the first 90 days after dialysis starts. During this waiting period, benefits are subject to the same calendar year deductible and coinsurance, if any, as you would pay for outpatient services for other covered medical conditions. To find the amounts you are responsible for see the first few subsections of this **What Are My Benefits?** section.

After Medicare's waiting period, the deductible and coinsurance for dialysis is waived.

Network providers are paid according to their provider contracts. The amount the plan pays non-contracted providers for dialysis after Medicare's waiting period is 125% of the Medicare-approved amount, even if you do not enroll in Medicare.

If the dialysis services are provided by a non-network provider then you will owe the difference between the non-contracted provider's billed charges and the plan's payment for the covered services. See the **Allowable Charge** definition for more information.

### **Emergency Room**

Emergency room services are subject to your calendar year deductible and coinsurance.

This benefit is provided for emergency room services, including related services and supplies, such as surgical dressings and drugs, furnished by and used while in the emergency room. Also covered under this benefit are medically necessary detoxification services. This benefit covers outpatient diagnostic services when they are billed by the emergency room and are received in combination with other hospital or emergency room services.

For substance use disorder benefit information, see the **Substance Use Disorder** benefit.

You may get care in the emergency room from non-contracted providers. They can bill you for amounts over this plan's allowable charge. See the definition of **Allowable Charge** to learn about allowable charges for emergency room care.

## Foot Care

Benefits for the following services are subject to your calendar year deductible and coinsurance.

This benefit covers medically necessary routine foot care services that need care from a provider.

This benefit covers:

- Foot care for members with impaired blood flow to the legs and feet when it puts the member at risk
- Treatment of corns, calluses and toenails

This benefit does not cover routine foot care, such as trimming nails or removing corns and calluses that do not need care from a doctor.

## Gender Affirming Care

Benefits for medically necessary gender affirming care services are subject to the same cost shares that you would pay for inpatient or outpatient treatment for other covered medical conditions, for all ages.

Benefits are provided for all gender affirming care surgical services which meet the Premera medical policy, including facility and anesthesia charges related to the surgery. Our medical policies are available from customer service, or at [www.premera.com](http://www.premera.com).

Benefits for gynecological, urologic and genital surgery for covered medical and surgical conditions, other than as part of gender affirming care surgery, are covered under the surgical benefits applicable to those conditions.

**Note:** Coverage of prescription drugs, and mental health treatment associated with gender reassignment surgery, are eligible under the general plan provisions for prescription drugs and behavioral health, subject to the applicable plan limitations and exclusions.

## Health Management

Benefits for these services are provided at 100% of allowable charges and are not subject to a calendar year maximum.

Benefits are only provided when the following services are furnished by a network or approved provider or facility. To find out whether the provider you have chosen is approved, please contact our customer service department.

## Health Education

Benefits are provided for outpatient health education services to manage a covered condition, illness or injury. Examples of covered health education services are asthma education and pain management.

## Diabetes Health Education

Benefits are provided for outpatient health education and training services to manage the condition of diabetes.

## Nicotine Dependency Programs

Benefits are provided for nicotine dependency programs. You pay for the cost of the program and send us proof of payment along with a reimbursement form. When we receive these items, the plan will provide benefits as stated above in this benefit. Please contact our customer service department (see the back cover of this booklet) for a reimbursement form.

Prescription drugs for the treatment of nicotine dependency are also covered under this plan. See the **Prescription Drugs** benefit.

## Home Health Care

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Care is covered when a provider states in writing that care is needed in your home. The care needs to be done by staff who works for a home health agency that is state-licensed or Medicare-certified.

Home health care provided as an alternative to hospitalization must have a written plan of care from your provider. Medically intensive care in the home, or skilled hourly care provided as an alternative to facility-based care must have prior authorization in order to be covered.

This benefit covers:

- Home visits and short-term nursing care
- Home medical equipment, supplies and devices
- Prescription drugs given by the home health care agency
- Therapy, such as physical, occupational or speech therapy to help regain function

Only the following employees of a home health agency are covered:

- A registered nurse
- A licensed practical nurse
- A licensed physical or occupational therapist
- A certified speech therapist
- A certified respiratory therapist
- A home health aide directly supervised by one of the above listed providers
- A social worker

This benefit provides up to 130 intermittent home visits per member each calendar year by a home health care provider or one or more of the home health agency employees above. Home health care provided as an alternative to inpatient hospitalization is not subject to this limit.

This benefit does not cover:

- Over-the-counter drugs, solutions and nutritional supplements
- Non-medical services, such as housekeeping
- Services that bring you food, such as Meals on Wheels, or advice about food
- Private duty or 24-hour nursing care. Private duty nursing is the independent hiring of a nurse by a family or member to provide care without oversight by a home health agency. The care may be skilled, supportive or respite in nature.

### **Home Medical Equipment (HME), Orthotics, Prosthetics and Supplies**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

You don't have to pay these cost shares when you purchase a breast pump from a network provider as described later in this benefit.

Covered medical equipment, prosthetics and supplies (including sales tax for covered items) include:

#### **Medical and Respiratory Equipment**

Benefits are provided for the rental of such equipment (including fitting expenses), but not to exceed the purchase price, when medically necessary and prescribed by a physician for therapeutic use in direct treatment of a covered illness or injury. The plan may also provide benefits for the initial purchase of equipment, in lieu of rental.

Examples of medical and respiratory equipment are a wheelchair, hospital-type bed, traction equipment, ventilators, and diabetic equipment such as blood glucose monitors, insulin pumps and accessories to pumps, and insulin infusion devices.

In cases where an alternative type of equipment is less costly and serves the same medical purpose, the plan will provide benefits only up to the lesser amount.

Repair or replacement of medical and respiratory equipment medically necessary due to normal use or growth of a child is covered.

#### **Medical Supplies, Orthotics (Other Than Foot Orthotics), and Orthopedic Appliances**

Covered services include, but aren't limited to, dressings, braces, splints, rib belts and crutches, as well as related fitting expenses.

For hypodermic needles, lancets, test strips, testing agents and alcohol swabs benefit information, see the **Prescription Drugs** benefit.

**Note:** This benefit does not include medical equipment or supplies provided as part of home health care. See the **Home Health Care** and **Hospice Care** benefits for coverage information.

### **Prosthetics**

Benefits for external prosthetic devices (including fitting expenses) as stated below, are provided when such devices are used to replace all or part of an absent body limb or to replace all or part of the function of a permanently inoperative or malfunctioning body organ. Benefits will only be provided for the initial purchase of a prosthetic device, unless the existing device can't be repaired, or replacement is prescribed by a physician because of a change in your physical condition.

**Note:** This benefit does not include prosthetics prescribed or purchased as part of a mastectomy or breast reconstruction. See the **Mastectomy and Breast Reconstruction** benefit for coverage information.

### **Foot Orthotics and Therapeutic Shoes**

Benefits are provided for foot orthotics (shoe inserts) and therapeutic shoes (orthopedic), including fitting expenses up to a combined maximum benefit of \$300 per member each calendar year. Items prescribed for the treatment of diabetes are not subject to this limit.

### **Medical Vision Hardware**

Benefits are provided for vision hardware for the following medical conditions of the eye: corneal ulcer, bullous keratopathy, recurrent erosion of cornea, tear film insufficiency, aphakia, Sjogren's disease, congenital cataract, corneal abrasion, keratoconus, progressive high (degenerative) myopia, irregular astigmatism, aniridia, aniseikonia, anisometropia, corneal disorders, pathological myopia and post-traumatic disorders.

### **Breast Pumps**

This benefit covers the purchase of a standard electric breast pumps. Rental of hospital grade breast pumps is also covered when medically necessary. Purchase of hospital-grade pumps is not covered.

**Note:** Breast pumps are covered only when provided by a medical equipment supplier or a provider approved by us. Please see the definition of "provider."

For further information, please see the **Preventive Care** benefit.

### **The Home Medical Equipment (HME), Orthotics, Prosthetics and Supplies benefit doesn't cover:**

- Supplies or equipment not primarily intended for medical use
- Special or extra-cost convenience features
- Items such as exercise equipment and weights
- Whirlpools, whirlpool baths, portable whirlpool pumps, sauna baths, and massage devices
- Over bed tables, elevators, vision aids, and telephone alert systems
- Structural modifications to your home or personal vehicle
- Orthopedic appliances prescribed primarily for use during participation in sports, recreation or similar activities
- Penile prostheses
- Eyeglasses or contact lenses for conditions not listed as a covered medical condition, including routine eye care
- Prosthetics, intraocular lenses, appliances or devices requiring surgical implantation. These items are covered under the **Surgery** benefit. Items provided and billed by a hospital are covered under the **Hospital** benefit.
- Over-the-counter orthotic braces, such as knee braces
- Non-wearable defibrillators, trusses and ultrasonic nebulizers
- Blood pressure cuffs or monitors (even if prescribed by a physician)
- Compression stockings that do not require a prescription
- Bedwetting alarms

## Hospice Care

To be covered, hospice care must be part of a written plan of care prescribed, periodically reviewed, and approved by a physician (MD or DO). In the plan of care, the physician must certify that confinement in a hospital or skilled nursing facility would be required without hospice services.

The plan provides benefits for covered services furnished and billed by a hospice that is Medicare-certified or is licensed or certified by the state it operates in.

Covered employees of a hospice are a registered nurse; a licensed practical nurse; a licensed physical therapist or occupational therapist; a certified respiratory therapist; a speech therapist certified by the American Speech, Language, and Hearing Association; a home health aide directly supervised by one of the above providers (performing services prescribed in the plan of care to achieve the desired medical results); and a social worker.

The Hospice Care benefit covers:

- Hospice care for a terminally ill member, for up to 6 months. Benefits may be provided for up to an additional 6 months of care when needed. The initial 6-month period starts on the first day of covered hospice care.
- Palliative care for a member who has a serious or life-threatening condition that is not terminal. Coverage of palliative care can be extended based on the member's specific condition. Coverage includes expanded access to home-based care and care coordination.

Covered services are:

- **In-home intermittent hospice visits** by one or more of the hospice employees above. These services don't count toward the 130 intermittent home visit limit shown above under Home Health Care. You pay the same share of the allowable charge for in-home hospice care as you do for home health care.
- **Respite care** up to a maximum of 240 hours, to relieve anyone who lives with and cares for the terminally ill member.
- **Inpatient hospice care** This benefit provides for inpatient services and supplies used while you're a hospice inpatient, such as solutions, medications or dressings, when ordered by the attending physician.  
Inpatient hospice care is subject to your calendar year deductible (coinsurance is waived).

## Insulin and Other Hospice Provider Prescribed Drugs

Benefits are provided for prescription drugs and insulin furnished and billed by a home health care provider, home health agency or hospice.

Prescription drugs and insulin are subject to your calendar year deductible and coinsurance.

**This benefit doesn't cover:**

- Over-the-counter drugs, solutions and nutritional supplements
- Services provided to someone other than the ill or injured member
- Services of family members or volunteers
- Services, supplies or providers not in the written plan of care or not named as covered in this benefit
- Custodial care, except for hospice care services
- Non-medical services, such as spiritual, bereavement, legal or financial counseling
- Normal living expenses, such as food, clothing, transportation, and household supplies; housekeeping services other than those of a home health aide as prescribed by the plan of care

## Hospital

### Inpatient Care

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Benefits are provided for the following inpatient medical and surgical services:

- Room and board expenses, including general duty nursing and special diets

- Use of an intensive care or coronary care unit equipped and operated according to generally recognized hospital standards
- Operating room, surgical supplies, hospital anesthesia services and supplies, drugs, dressings, equipment and oxygen
- Facility charges for diagnostic and therapeutic services. Facility charges include any services received by a hospital-employed provider and billed by the hospital.
- Blood, blood derivatives and their administration
- Medically necessary detoxification services

For inpatient hospital substance use disorder, except as stated above for medically necessary detoxification services, see the **Substance Use Disorder** benefit.

For inpatient hospital obstetrical care see the **Obstetrical Care** benefit.

For benefit information on professional diagnostic services done while at the hospital, see the **Diagnostic X-ray, Lab and Imaging** benefit.

**This benefit doesn't cover:**

- Hospital admissions for diagnostic purposes only, unless the services can't be provided without the use of inpatient hospital facilities, or unless your medical condition makes inpatient care medically necessary
- Any days of inpatient care that exceed the length of stay that is medically necessary to treat your condition

**Outpatient Care**

This benefit covers operating rooms, procedure rooms, and recovery rooms. Also covered are services and supplies, such as surgical dressings and drugs, furnished by and used while at the hospital. This benefit covers outpatient diagnostic services only when they are billed by the hospital and received in combination with other outpatient hospital services.

**Human Growth Hormone**

Benefits are provided for human growth hormone subject to your calendar year deductible and coinsurance.

This benefit doesn't cover:

- Treatment of idiopathic short stature without growth hormone deficiency
- Human growth hormone prescription drugs.

**Infusion Therapy**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

This benefit is provided for professional services, supplies, drugs and solutions required for infusion therapy in an outpatient setting, such as your home. Infusion therapy (also known as "intravenous therapy") is the administration of fluids into a vein by means of a needle or catheter, most often used for the following purposes:

- To maintain fluid and electrolyte balance
- To correct fluid volume deficiencies after excessive loss of body fluids
- Members that are unable to take sufficient volumes of fluids orally
- Prolonged nutritional support for members with gastrointestinal dysfunction

**This benefit doesn't cover over-the-counter drugs, solutions and nutritional supplements.**

**Mastectomy and Breast Reconstruction**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Benefits are provided for mastectomy necessary due to disease, illness or injury. If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health And Cancer Rights Act of 1998 (WHCRA). For any member electing breast reconstruction in connection with a mastectomy, this benefit covers:

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

Services are to be provided in a manner determined in consultation with the attending physician and the patient.

If you would like more information on WHCRA benefits, please call City of Spokane or go to [www.dol.gov/ebsa/publications/whcra.html](http://www.dol.gov/ebsa/publications/whcra.html).

This benefit is subject to the same cost shares that apply to other medical and surgical benefits under this plan.

### **Maternity Care**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Benefits for pregnancy, childbirth and abortions are provided on the same basis as any other condition.

Preventive screening services that meet the guidelines for preventive care are covered for all eligible members as stated in the **Preventive Care** benefit. The plan will also cover postpartum depression screening.

### **Facility Care**

This benefit covers inpatient hospital, birthing center, outpatient hospital and emergency room services, including post-delivery care as determined necessary by the attending provider, in consultation with the mother, based on accepted medical practice.

This benefit also covers medically necessary supplies related to home births.

### **Professional Care**

This benefit covers:

- Prenatal care, including diagnostic and screening procedures, and genetic counseling for prenatal diagnosis of congenital disorders of the fetus
- Delivery, including cesarean section, in a medical facility, or delivery in the home
- Postpartum care consistent with accepted medical practice that's ordered by the attending provider, in consultation with the mother. Postpartum care includes services of the attending provider, a home health agency and/or registered nurse.

**Note:** Attending provider as used in this benefit means a provider such as a physician (MD or DO), a physician's assistant, a certified nurse midwife (CNM), a licensed midwife or an advanced registered nurse practitioner (ARNP). If the attending provider bills a global fee that includes prenatal, delivery and/or postpartum services received on multiple dates of service, this plan will cover those services as it would any other surgery. See the **Surgery** benefit for details on surgery coverage.

This benefit covers medically necessary donor human milk obtained from a milk bank for inpatient use when ordered by licensed healthcare provider.

### **Medical Foods**

Benefits for medical foods, as defined below, are subject to your calendar year deductible and coinsurance.

This plan covers medically necessary medical foods used to supplement or replace a member's diet in order to treat inborn errors of metabolism. An example is phenylketonuria (PKU). Coverage includes medically necessary enteral formula prescribed by a physician or other provider to treat eosinophilic gastrointestinal associated disorder or other severe malabsorption disorder. Benefits are provided for all delivery methods.

Medical foods are formulated to be consumed or administered enterally under strict medical supervision. These foods generally provide most of a person's nutrition. Medical foods are designed to treat a specific problem that can be diagnosed by medical tests.

This benefit does not cover other oral nutrition or supplements not used to treat inborn errors of metabolism, even if a physician prescribes them. This includes specialized infant formulas and lactose-free foods.

## Medical Transportation

This plan provides benefits for travel and lodging only for certain covered services as described below. The member must live more than 50 miles away from the provider performing the services, unless transplant protocols require otherwise. Prior approval is required.

- Travel related to the covered transplants named in the **Transplants** benefit. Benefits are provided for travel of the member getting the transplant and one companion. The plan also covers lodging for members not in the hospital and for their companions. The member getting the transplant must live more than 50 miles from the transplant facility unless treatment protocols require the member to remain closer to the transplant center. Benefits are provided up to the benefit limit of \$7,500 per transplant. Benefits for these covered travel and lodging services are subject to your in-network calendar year deductible (your coinsurance is waived).

See the **Summary of Your Costs** for any travel benefit limitations.

Benefits are provided for:

- Air transportation expenses between the member's home and the medical facility where services will be provided. Air travel expenses cover unrestricted coach class, flexible and fully refundable round-trip airfare from a licensed commercial carrier.
- Ferry transportation from the member's home community
- Lodging expenses at commercial establishments, including hotels and motels, between home and the medical facility where the service will be provided.
- Mileage expenses for the member's personal automobile
- Ground transportation, car rental, taxicab fares and parking fees, for the member and a companion (when covered) between the hotel and the medical facility where services will be provided.

Travel and lodging costs are subject to the IRS limits in place on the date you had the expense. The mileage limits and requirements can change if IRS regulations change. Please go to the IRS website, [www.irs.gov](http://www.irs.gov), for details. This summary is not and should not be assumed to be tax advice.

## Companion Travel

One companion needed for the member's health and safety is covered. For a child under age 19, a second companion is covered only if medically necessary.

## Reimbursement of Travel Claims

- **Transplants:** You must pay for all travel expenses yourself and submit a Claim Reimbursement Form.

A separate Claim Reimbursement Form is needed for each patient and each commercial carrier or transportation service used. You can get Claim Reimbursement Forms on our website at [premera.com](http://premera.com). You can also call us for a copy of the form.

You must attach the following documents to the Claim Reimbursement Form:

- A copy of the detailed itinerary as issued by the transportation carrier, travel agency or online travel web site. The itinerary must identify the names of the passengers, the dates of travel and total cost of travel, and the origination and final destination points.
- Receipts for all covered travel expenses

Credit card statements or other payment receipts are not acceptable forms of documentation.

## This benefit does not cover:

- Charges and fees for booking changes
- Cancellation fees
- First class airline fees
- International travel
- Lodging at any establishment that is not commercial
- Meals

- Personal care items
- Pet care, other than for service animals
- Phone service and long-distance calls
- Reimbursement for mileage rewards or frequent flier coupons
- Reimbursement for travel before contacting us and receiving prior authorization
- Travel for medical procedures not listed above
- Travel in a mobile home, RV, or travel trailer
- Travel to providers outside the network or that have not been designated by Premera to perform the services
- Travel insurance

## **Mental Health Care**

Benefits for mental health services to manage or lessen the effects of a psychiatric condition are provided as stated below. The **Mental Health Care** benefit does not have its own benefit maximum.

Benefits are subject to the same calendar year deductible and coinsurance, if any, as you would pay for inpatient services and outpatient visits for other covered medical conditions. To find the amounts you are responsible for, see the first few subsections of this **What Are My Benefits?** section

Services must be consistent with published practices that are based on evidence when available or follow clinical guidelines or a consensus of expert opinion published by national mental health professional organizations or other reputable sources. If no such published practices apply, services must be consistent with community standards of practice.

Covered mental health services are:

- Inpatient care
- Outpatient therapeutic visits. "Outpatient therapeutic visit" (outpatient visit) means a clinical treatment session with a mental health provider of a duration consistent with relevant professional standards as defined in the **Current Procedural Terminology** manual, published by the American Medical Association. Outpatient therapeutic visits can include real-time visits using telephone, online chat or text, or other electronic methods with your doctor or other provider who also maintains a physical location.
- Treatment of eating disorders (such as anorexia nervosa, bulimia or any similar condition)
- Physical, speech or occupational therapy provided for treatment of psychiatric conditions, such as autism spectrum disorders.
- Applied behavioral analysis (ABA) therapy for members with one of the following:
  - Autistic disorder
  - Autism spectrum disorder
  - Asperger's disorder
  - Childhood disintegrative disorder
  - Pervasive developmental disorder
  - Rett's disorder

Covered ABA therapy includes treatment or direct therapy for identified members and/or family members. Also covered are an initial evaluation and assessment, treatment review and planning, supervision of therapy assistants, and communication and coordination with other providers or school staff as needed. Delivery of all ABA services for a member may be managed by a BCBA or one of the licensed providers below, who is called a Program Manager. Covered ABA services are limited to activities that are considered to be behavior assessments or interventions using applied behavioral analysis techniques. ABA therapy must be provided by:

- A licensed physician (MD or DO) who is a psychiatrist, developmental pediatrician or pediatric neurologist
- A licensed psychiatric nurse practitioner (NP), advanced nurse practitioner (ANP) or advanced registered nurse practitioner (ARNP)
- A licensed occupational or speech therapist

- A licensed psychologist (PhD)
- A licensed community mental health agency or behavioral health agency that is also state-certified to provide ABA therapy.
- A Board-Certified Behavior Analyst (BCBA). This means a provider who is state-licensed if the State licenses behavior analysts (Washington does). If the state does not require a license, the provider must be certified by the Behavior Analyst Certification Board. BCBAs are only covered for ABA therapy that is within the scope of their license or board certification.
- A therapy assistant/behavioral technician/paraprofessional, when their services are supervised and billed by a licensed provider or a BCBA.

Mental health services other than ABA therapy must be furnished by one of the following types of providers to be covered:

- Hospital
- State-Licensed Community Mental Health Agency
- Licensed physician (MD or DO)
- Licensed psychologist (PhD)
- A state hospital operated and maintained by the state of Washington for the care of the mentally ill
- Any other provider listed under the definition of “provider” (please see the **Definitions** section in this booklet) who is licensed or certified by the state in which the care is provided, and who is providing care within the scope of their license.
- Behavioral health facilities that are accredited by the Joint Commission, the Commission on Accreditation of Rehabilitation Facilities (CARF), or the Council on Accreditation (COA), only when the state does not require licensure for the specific level of care.
- Washington state-licensed Behavioral Health Agency

When medically appropriate, services may be provided in your home.

For psychological and neuropsychological testing and evaluation benefit information, see the **Psychological and Neuropsychological Testing** benefit.

For substance use disorder benefit information, see the **Substance Use Disorder** benefit.

For prescription drug benefit information, see the **Prescription Drugs** benefit.

**The Mental Health Care benefit doesn’t cover:**

- Psychological treatment of sexual dysfunctions
- Outward bound, camping or tall ship programs or activities
- Mental health evaluations for purposes other than evaluating the presence of or planning treatment for covered mental health disorders, including, but not limited to, custody evaluations, competency evaluation, forensic evaluations, vocational, educational or academic placement evaluations.

**Neurodevelopmental (Habilitation) Therapy**

Benefits for the following services are subject to your calendar year deductible and a constant 30% coinsurance.

Benefits are provided for the treatment of neurodevelopmental disabilities. The following inpatient and outpatient neurodevelopmental therapy services must be medically necessary to restore and improve function, or to maintain function where significant physical deterioration would occur without the therapy. This benefit includes physical, speech, and occupational therapy assessments and evaluations related to treatment of covered neurodevelopmental therapy.

Physical, speech and occupational therapy provided for treatment of psychiatric conditions, such as autism spectrum disorders, are covered under the **Mental Health Care** benefit.

**Inpatient Care** Benefits for inpatient facility and professional care are provided up to 30 days per member each calendar year. Inpatient facility services must be furnished and billed by a hospital or by a rehabilitation facility that meets our clinical standards and will only be covered when services can’t be done in a less intensive setting.

**Outpatient Care** Benefits for outpatient care are subject to all of the following provisions:

- The member must not be confined in a hospital or other medical facility
- Services must be furnished and billed by a hospital, rehabilitation facility that meets our clinical standards, physician, physical, occupational or speech therapist, chiropractor, massage practitioner or naturopath

When the above criteria are met, benefits will be provided for physical, speech, occupational and massage therapy services, up to a maximum benefit of 45 visits per member each calendar year.

A "visit" is a session of treatment for each type of therapy. Each type of therapy combined accrues toward the above visit maximum. Multiple therapy sessions on the same day will be counted as one visit, unless provided by different health care providers.

The plan won't provide this benefit and the **Rehabilitation Therapy** benefit for the same condition. Once a calendar year maximum has been exhausted under one of these benefits, no further coverage is available.

**This benefit doesn't cover:**

- Recreational, vocational, or educational therapy; exercise or maintenance-level programs
- Social or cultural therapy
- Treatment that isn't actively engaged in by the ill, injured or impaired member
- Gym or swim therapy
- Custodial care

### **Newborn Care**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Newborn children are covered automatically for the first 3 weeks from birth when the mother is eligible to receive obstetrical care benefits under this plan. To continue benefits beyond the 3-week period, see the dependent eligibility and enrollment guidelines outlined in the **Who Is Eligible For Coverage?** and **When Does Coverage Begin?** sections.

If the mother isn't eligible to receive obstetrical care benefits under this plan, the newborn isn't automatically covered for the first 3 weeks. For newborn enrollment information, see the **Who Is Eligible For Coverage?** and **When Does Coverage Begin?** sections.

**Please Note:** Newborns of a dependent child are not covered under the plan.

Plan benefits and provisions will apply, subject to the child's own applicable copay, calendar year deductible and coinsurance requirements, and may include the services listed below. Services must be consistent with accepted medical practice and ordered by the attending provider in consultation with the mother.

### **Hospital Care**

The **Newborn Care** benefit covers hospital nursery care as determined necessary by the attending provider, in consultation with the mother, based on accepted medical practice. Also covered are any required readmissions to a hospital and outpatient or emergency room services for medically necessary treatment of an illness or injury.

### **Professional Care**

Benefits for services received in a provider's office are subject to the terms of the **Professional Visits And Services** benefit. Well-baby exams in the provider's office are covered under the **Preventive Care** benefit. This benefit covers:

- Inpatient newborn care, including newborn exams
- Follow-up care consistent with accepted medical practice that's ordered by the attending provider, in consultation with the mother. Follow-up care includes services of the attending provider, a home health agency and/or a registered nurse.
- Circumcision

**Note:** Attending provider as used in this benefit means a provider such as a physician (MD or DO), a physician's assistant, a certified nurse midwife (CNM), a licensed midwife or an advanced registered nurse practitioner (ARNP).

**This benefit doesn't cover immunizations and outpatient well-baby exams.** See the **Preventive Care** benefit for coverage of immunizations and outpatient well-baby exams.

### **Nutritional Therapy**

Benefits for the following services aren't subject to your calendar year deductible and coinsurance.

Benefits are provided for outpatient nutritional therapy services to manage your covered condition, illness or injury.

### **Orthognathic Surgery (Jaw Augmentation Or Reduction)**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

When medical necessity criteria are met, benefits for procedures to lengthen or shorten the jaw (orthognathic surgery) are provided up to a lifetime maximum benefit of \$5,000 per member. These procedures are not covered under other benefits of this plan. Covered orthognathic surgery for repair of congenital (apparent at birth) deformities determined to be medically necessary will not apply to any annual maximum or lifetime limits of this plan.

### **PRESCRIPTION DRUGS**

The **Prescription Drugs** benefit provides coverage for medically necessary drugs, prescriptive oral agents for controlling blood sugar levels, glucagon emergency kits and insulin when prescribed for your use outside of a medical facility and dispensed by a licensed pharmacist in a pharmacy licensed by the state in which the pharmacy is located. Also covered under this benefit are injectable supplies. For the purposes of this plan, a prescription drug is any medical substance that, under federal law, must be labeled as follows: "Caution: Federal law prohibits dispensing without a prescription." In no case will the member's out-of-pocket expense exceed the cost of the drug or supply.

Prescription drug benefits are subject to your medical calendar year deductible and coinsurance. See **What Types Of Expenses Am I Responsible For Paying?** to find out more about your calendar year deductible and coinsurance.

**Note:** Your prescription drugs coinsurance accrues toward the \$3,000 medical out-of-pocket maximum.

### **Preventive Drugs**

Preventive prescription drugs are drugs on our Preventive Generic list. This list is reviewed from time to time and may be updated if needed.

Please call customer service or visit the member portal on our Web site to find out if a drug is on the Preventive Generic list. The phone number and our website are shown on the back cover of this booklet.

### **Dispensing Limit**

Benefits are provided for up to a 30-day or 100-unit supply, whichever is greater, of covered medication unless the drug maker's packaging limits the supply in some other way.

You can lower your out-of-pocket costs by using a participating pharmacy. These pharmacies agree not to charge you more than the allowable charge for covered drugs and will submit claims directly to us. By showing your Premera Blue Cross ID card at a participating pharmacy, you will not be charged more than our allowable charge for covered drugs. If you use a non-participating pharmacy (or don't show your Premera Blue Cross ID card at a participating pharmacy), you will be required to pay the full retail price for the drug and submit a claim. Your reimbursement, however, will be based on our allowable charge for the covered drugs.

If you need a list of participating pharmacies, please call us (see the back cover of this booklet). You can also call the toll-free Pharmacy Locator Line; this number is located on the back of your Premera Blue Cross ID card.

## Specialty Pharmacy Program

Specialty drugs are subject to the coinsurance specified above. These drugs are limited to a 30-day supply.

"Specialty drugs" are drugs that are used to treat complex or rare conditions and that require special handling, storage, administration or patient monitoring. They are high cost, often self-administered injectable drugs for the treatment of conditions such as rheumatoid arthritis, hepatitis or multiple sclerosis.

Specialty pharmacies are pharmacies that focus on the delivery and clinical management of specialty drugs. It is a good idea for you and your health care provider to work with a network specialty pharmacy to arrange ordering and delivery of these drugs. You don't have to use the network specialty pharmacies. But if you use a non-participating retail pharmacy, you will pay the extra cost-share described earlier in this benefit.

Contact customer service for details on which drugs are included in the specialty pharmacy program, or visit our website, which is shown on the back cover of this booklet. See ***How Does Selecting A Provider Affect My Benefits?*** for details about the provider networks

### What's Covered

This benefit provides for the following items when dispensed by a licensed pharmacy for use outside of a medical facility:

- Prescription drugs (federal legend and state restricted drugs as prescribed by a licensed provider). This benefit includes coverage for off-label use of FDA-approved drugs as provided under this plan's definition of "prescription drug" (see the ***Definitions*** section in this booklet).
- Medically necessary over the counter drugs purchased at a participating pharmacy and prescribed by a physician.
- Compounded medications of which at least one ingredient is a covered prescription drug
- Prescriptive oral agents for controlling blood sugar levels
- Glucagon and allergy emergency kits
- Prescribed injectable medications for self-administration (such as insulin)
- Hypodermic needles, syringes and alcohol swabs used for self-administered injectable prescription medications. Also covered are the following disposable diabetic testing supplies: test strips, testing agents and lancets.
- Prescription drugs and generic over-the-counter drugs for the treatment of nicotine dependency. Your normal cost-share for drugs received from a participating pharmacy is waived for certain nicotine dependency drugs that meet the guidelines for preventive services described in the ***Preventive Care*** benefit.
- Preventive drugs required by the Affordable Care Act. Your normal cost-share is waived when you get them from a participating pharmacy.
- Prescription contraceptives and devices (e.g. oral drugs, diaphragms and cervical caps)

### Exclusions

#### This benefit doesn't cover:

- Drugs and medicines that may be lawfully obtained over the counter (OTC) without a prescription. OTC drugs are excluded even if prescribed by a practitioner, unless otherwise stated in this benefit. Examples of such non-covered items include, but aren't limited to non-prescription drugs and vitamins, food and dietary supplements, herbal or naturopathic medicines and nutritional and dietary supplements (e.g. infant formulas or protein supplements).
- Growth hormones
- Non-prescription contraceptive methods (e.g. jellies, creams, foams or devices)
- Drugs for the purpose of cosmetic use, or to promote or stimulate hair growth (e.g. wrinkles or hair loss)
- Drugs for experimental or investigational use
- Blood or blood derivatives. See the ***Blood Products and Services*** benefit for coverage.
- Any prescription refilled in excess of the number of refills specified by the prescribing provider, or any refill dispensed after one year from the prescribing provider's original order

- Drugs dispensed for use or administration in a health care facility or provider's office, or take-home drugs dispensed and billed by a medical facility. (see **Specialty Pharmacy Program** benefit).
- Replacement of lost or stolen medication
- Infusion therapy drugs or solutions and drugs requiring parenteral administration or use, and injectable medications. (The exception is injectable drugs for self-administration, such as insulin and glucagon). Please see the **Infusion Therapy** benefit.
- Drugs to treat infertility, including fertility enhancement medications
- Drugs to treat sexual dysfunction
- Weight management drugs
- Therapeutic devices, appliances, medical equipment, medical supplies, diabetic equipment and accessories (except for those specifically stated as covered in this benefit). See the **Home Medical Equipment (HME), Orthotics, Prosthetics And Supplies** benefit for available coverage.
- Immunization agents and vaccines, including the professional services to administer the medication.

## Preventive Care

### What Are Preventive Services?

Preventive services are now defined as follows:

- Evidence-based items or services with a rating of "A" or "B" in the current recommendations of the U.S. Preventive Task Force (USPSTF). Also included are additional preventive care and screenings for women not described above in this paragraph as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.
- Immunizations as recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control (CDC) and Prevention.
- Evidence-informed infant, child and adolescent preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration
- Services that meet the guidelines for preventive care under Washington state law.

Please go to this government website for more information:

**<https://www.healthcare.gov/coverage/preventive-care-benefits/>**

Some of the covered services your provider does during a routine exam may not be preventive at all. The plan would cover them under other benefits. They would not be covered in full.

### For example:

During your preventive exam, your provider may find a problem that needs further tests or screening for a proper diagnosis to be made. Or, if you have a chronic disease, your provider may check your condition with tests. These types of tests help to diagnose or monitor your illness and would not be covered under the **Preventive Care** benefit. You would have to pay the cost share under the plan benefit that covers the service or test.

See the **Diagnostic X-ray, Lab and Imaging** benefit and the **Diagnostic and Screening Mammography** benefits for preventive screening and imaging services.

### Preventive Exams And Immunizations

Benefits for preventive exams and immunizations performed on an outpatient basis aren't subject to any deductible, coinsurance or a separate benefit maximum.

**Exams** The following exam services are covered as long as they fall within the federal guidelines:

- Routine physical exams
- Well-baby and well-child exams
- Physical exams related to school, sports and employment
- Depression screening
- Review of oral health for members under 19

- Diabetes screening
- Vision screening for members under 19

**Immunizations** Immunizations and seasonal immunizations are covered. Seasonal and travel immunizations and certain other immunizations, such as flu shots, flu mist, pneumonia immunizations, whooping cough and adult shingles immunizations, are covered when done by any pharmacy, the county health department, travel clinic or other mass immunizer location.

### **Women's Preventive Care**

Benefits for women's preventive care, as defined by regulation for women's health, aren't subject to any deductible, or coinsurance.

Examples of covered women's preventive care services as recommended by the HRSA women's preventive services guidelines and others such as, contraceptive counseling, breast feeding counseling, maternity diagnostic screening, screening for gestational diabetes, and counseling about sexually transmitted infections. For more details, see the following benefits:

- **Home Medical Equipment (HME), Orthotics, Prosthetics and Supplies** benefit (breast pumps)
- **Diagnostic X-ray, Lab and Imaging**
- **Health Management**
- **Maternity Care** benefits
- **Contraceptive Management And Sterilization**

### **Fall Prevention**

Professional services to prevent falling for members who are 65 or older and have a history of falling or mobility issues.

### **Pre-exposure (PrEP) for members at high risk for HIV infection**

**Nutritional Counseling and Therapy** Office visits to discuss a healthy diet and eating habits and help you manage weight. The plan covers screening and counseling for:

Members at risk for health conditions that are affected by diet and nutrition

- Weight loss for children age 6 and older who are considered obese and for adults with a body mass index of 30 kg/meter squared or higher. This includes intensive behavioral interventions with more than one type of activity to help you set and achieve weight loss goals.

### **The Preventive Care benefit doesn't cover:**

- Take-home drugs or over-the-counter items. See **Prescription Drugs**.
- Inpatient routine newborn exams while the child is in the hospital following birth. These services are covered under the **Newborn Care** benefit.
- Routine or other dental care
- Routine vision and hearing exams
- Gym fees or exercise classes or programs
- Services that are related to a specific illness, injury or definitive set of symptoms exhibited by the member. See the plan's non-preventive benefits for available coverage.
- Physical exams for basic life or disability insurance
- Work-related disability or medical disability evaluations
- Preventive laboratory and imaging services, screening and diagnostic mammography. See the **Diagnostic X-ray, Lab and Imaging** benefit and the **Diagnostic And Screening Mammography** benefit for available coverage.

### **Professional Visits And Services**

#### **Outpatient Professional Exams and Visits**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Benefits are provided for the examination, diagnosis and treatment of an illness or injury when such services are performed on an inpatient or outpatient basis, including your home. Benefits are also provided for the following professional services when provided by a qualified provider:

- Second opinions for any covered medical diagnosis or treatment plan
- Biofeedback for migraines and other conditions for which biofeedback is not deemed experimental or investigational. See **Definitions**.
- Consultations and treatment for nicotine dependency
- Consultations with a pharmacist
- Real-time visits using online and telephonic methods with a doctor or other provider who also maintains a physical location.

For surgical procedures performed in a provider's office, surgical suite or other facility benefit information, see the **Surgery** benefit.

For professional diagnostic services benefit information, see the **Diagnostic X-ray, Lab and Imaging** benefit.

For home health or hospice care benefit information, see the **Home Health Care** and **Hospice Care** benefits.

For benefit information on contraceptive injections or implantable contraceptives, see the **Contraceptive Management and Sterilization** benefit.

For diagnosis and treatment of psychiatric conditions benefit information, see the **Mental Health Care** benefit.

For diagnosis and treatment of temporomandibular joint (TMJ) disorders benefit information, see the **Temporomandibular Joint Disorders (TMJ) Care** benefit.

**The Professional Visits And Service benefit doesn't cover:**

- Hair analysis or non-prescription drugs or medicines, such as herbal, naturopathic or homeopathic medicines or devices
- EEG biofeedback or neurofeedback services

### **Psychological and Neuropsychological Testing**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Covered services are psychological and neuropsychological testing, including interpretation and report preparation, necessary to prescribe an appropriate treatment plan. This includes later re-testing to make sure the treatment is achieving the desired medical results. Physical, speech or occupational therapy assessments and evaluations for rehabilitation are provided under the **Rehabilitation Therapy** benefit.

See the **Neurodevelopmental (Habilitation) Therapy** benefit for physical, speech or occupational therapy assessments and evaluations related to neurodevelopmental disabilities.

### **Rehabilitation Therapy**

Benefits for the following services are subject to your calendar year deductible and a constant 30% coinsurance.

This plan covers rehabilitation therapy. Benefits must be provided by a licensed physical therapist, occupational therapist, speech language pathologist or a licensed qualified provider.

Rehabilitation therapy is therapy that helps get a part of the body back to normal health or function. It includes therapy to 1) restore or improve a function that was lost because of an accidental injury, illness or surgery; or 2) to treat disorders caused by a physical congenital anomaly.

Services provided for treatment of a mental health condition are provided under the **Mental Health Care** benefit.

**Inpatient Care** Benefits are available for inpatient facility and professional care up to 30 days per member each calendar year.

Inpatient rehabilitation care is covered when medically necessary and provided in a specialized inpatient rehabilitation center, which may be part of a hospital. If you are already an inpatient, this benefit will start when your care becomes mainly rehabilitative and you are transferred to an inpatient rehabilitation center. This benefit

only covers care you receive within 24 months from the onset of the injury or illness or from the date of the surgery that made rehabilitation necessary.

You must get prior authorization from us before you get treatment in an inpatient rehabilitation center. See **Prior Authorization** for details.

### **Outpatient Care**

Benefits for outpatient care are available up to 45 visits per member each calendar year.

This benefit covers the following types of medically necessary outpatient therapy:

- Physical, speech, hearing and occupational therapies. Physical, speech, and occupational assessments and evaluations related to rehabilitation are also covered.
- Cardiac and pulmonary rehabilitation programs. These services are not subject to the benefit visit limit shown above.
- Cochlear implants
- Home medical equipment, medical supplies and devices.

#### **The benefit does not cover:**

- Treatment that the ill, injured or impaired member does not actively take part in.
- Inpatient rehabilitation received more than 24 months from the date of onset of the member's injury or illness or from the date of the member's surgery that made the rehabilitation necessary
- Therapy for flat feet except to help you recover from surgery to correct flat feet.

### **Skilled Nursing Facility Care**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

This benefit is only provided when you're at a point in your recovery where inpatient hospital care is no longer medically necessary, but skilled care in a skilled nursing facility is. Your attending physician must actively supervise your care while you're confined in the skilled nursing facility.

Benefits are provided up to 180 days per member each calendar year for services and supplies, including room and board expenses, furnished by and used while confined in a Medicare-approved skilled nursing facility.

#### **This benefit doesn't cover:**

- Acute nursing care
- Skilled nursing facility stay not immediately following hospitalization or inpatient stay
- Skilled nursing care outside of a hospital or skilled nursing facility
- Care or stay provided at a facility that is not qualified per our standards

### **Spinal and Other Manipulations**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

Benefits are provided for medically necessary spinal and other manipulations to treat a covered illness, injury or condition.

Non-manipulation services (including diagnostic imaging) are covered as any other medical service.

Available benefits for covered massage and physical therapy services are provided under the **Rehabilitation Therapy** benefits.

Benefits are limited to 30 visits per member per calendar year.

### **Substance Use Disorder**

This benefit covers inpatient and outpatient substance use disorder and supporting services. The **Substance Use Disorder** benefit does not have its own benefit maximum.

Benefits are subject to the same calendar year deductible, coinsurance or copays, if any, that you would pay for inpatient or outpatient treatment for other covered medical conditions. To find the amounts you are responsible for, see the **What Are My Cost Shares?** section.

Covered services include services provided by a state-approved treatment program or other licensed or certified provider. Covered outpatient visits can include real-time visits via telephone, online chat or text, or other electronic methods with your doctor or other provider who also maintains a physical location.

The current edition of the **Patient Placement Criteria for the Treatment of Substance Related Disorders** as published by the American Society of Addiction Medicine is used to determine if substance use disorder is medically necessary.

**Note:** Medically necessary detoxification is covered in any medically necessary setting. Detoxification in the hospital is covered under the **Emergency Room** and **Hospital** benefits.

**The Substance Use Disorder benefit doesn't cover:**

- Treatment of alcohol or drug use or abuse that does not meet the definition of **Substance Use Disorder** as stated in the **Definitions** section of this booklet
- Voluntary support groups, such as Alanon or Alcoholics Anonymous
- Court-ordered services, services related to deferred prosecution, deferred or suspended sentencing or to driving rights, unless they are medically necessary
- Halfway houses, quarterway houses, recovery houses, and other sober living residences

**Surgery**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

This benefit covers surgical services (including injections) that are not named as covered under other benefits, when performed on an inpatient or outpatient basis, in such locations as a hospital, ambulatory surgical center, surgical suite or provider's office. Also covered under this benefit are:

- Anesthesia or sedation and postoperative care as medically necessary. Benefits include anesthesia services performed in connection with the preventive colonoscopy if the attending provider determines that anesthesia would be medically appropriate for the member.
- Cornea transplantation, skin grafts, repair of a dependent child's congenital anomaly, and the transfusion of blood or blood derivatives.
- Colonoscopy and other scope insertion procedures are also covered under this benefit unless they qualify as preventive services as described in the **Preventive Care** benefit. Please see the **Diagnostic X-ray, Lab and Imaging** benefit for coverage of preventive screening services.
- Surgery that is medically necessary to correct the cause of infertility. This does not include assisted reproduction techniques or sterilization reversal.
- Repair of a defect that is the direct result of an injury, providing such repair is started within 12 months of the date of the injury.
- Correction of functional disorders upon our review and approval.

For organ, bone marrow or stem cell transplant procedure benefit information, see the **Transplants** benefit.

For services to change gender, see the **Gender Affirming Care** benefit.

This benefit does not cover removal of excess skin or fat related to either weight loss surgery or the use of drugs for weight loss.

**Surgical Center Care - Outpatient**

These services are subject to your calendar year deductible and coinsurance. Benefits are provided for services and supplies furnished by an ambulatory surgical center.

**Temporomandibular Joint Disorders (TMJ) Care**

Benefits for the following services are subject to your calendar year deductible and coinsurance.

TMJ disorders shall include those disorders which have one or more of the following characteristics: pain in the musculature associated with the temporomandibular joint, internal derangements of the temporomandibular joint, arthritic problems with the temporomandibular joint, or an abnormal range of motion or limitation of motion of the temporomandibular joint.

Benefits for medical and dental services and supplies for the treatment of temporomandibular joint (TMJ) disorders are provided. Treatment of TMJ disorders is not covered under other benefits of this plan.

This benefit includes coverage for inpatient and outpatient facility and professional care, including professional visits, up to a maximum benefit of \$1,000 per member each calendar year. The lifetime maximum for these services is \$5,000 per member.

Medical and dental services and supplies are those that meet all of the following requirements:

- Reasonable and appropriate for the treatment of a disorder of the temporomandibular joint, under all the factual circumstances of the case
- Effective for the control or elimination of one or more of the following, caused by a disorder of the temporomandibular joint: pain, infection, disease, difficulty in speaking, or difficulty in chewing or swallowing food
- Recognized as effective, according to the professional standards of good medical or dental practice
- Not experimental or investigational according to the criteria stated under **Definitions**, or primarily for cosmetic purposes

### **Therapeutic Injections**

Benefits for these services are subject to your calendar year deductible and coinsurance.

This benefit covers:

- Shots given in the provider's office
- Supplies used during the visit, such as serums, needles and syringes
- Three teaching doses for self-injectable specialty drugs

This benefit does not cover:

- Immunizations. See **Preventive Care**.
- Self-injectable drugs. See **Prescription Drugs**.
- Infusion therapy. See **Infusion Therapy**.
- Allergy shots. See **Allergy Testing and Treatment**.

### **Transplants**

#### **Waiting Period**

This plan doesn't provide benefits for an organ, bone marrow or stem cell transplant, including any procedure associated with the transplant (for example, testing, blood typing, chemotherapy, radiation or hospitalization) for the first 6 consecutive months after your effective date. However, the transplant waiting period doesn't apply if the transplant is needed as a direct result of:

- A congenital anomaly of a child who's been covered under a medical plan sponsored by the Group since birth
- A congenital anomaly of a child who's been covered under a medical plan sponsored by the Group since placement for adoption with the subscriber

This waiting period may be reduced as explained below.

#### **How the Waiting Period Can Be Shortened or Waived**

The waiting period for transplants may be reduced by periods of "creditable" coverage you've accrued under other health care plans prior to your "enrollment date" (see **Definitions**) for this plan. Most medical health care coverage is considered creditable (see list below).

You'll receive credit for prior creditable coverage that occurred without a break in coverage of more than 3 months. Any coverage you had before a break in coverage which exceeds 3 months won't be credited toward

your waiting periods. Eligibility waiting periods (see **Definitions**) won't be considered creditable coverage or a break in coverage.

"Creditable" coverage shall mean coverage under one or more of the following types of health care coverage:

- Group health coverage (including self-funded plans and COBRA)
- Individual health coverage
- Part A or B of Medicare
- Medicaid
- Military health coverage
- Indian Health Service or tribal coverage
- State high risk pool
- Federal or any public health care plan, including state children's health care plans
- Peace Corps Plan
- Government health coverage provided for citizens or residents of a foreign country
- Any other health insurance coverage

"Creditable" coverage doesn't include coverage under a limited policy such as an accident only coverage; disability income insurance; workers' compensation; limited scope dental or vision plans; liability insurance; automobile medical insurance; specified disease coverage; Medicare supplemental policy; or long-term care policy.

### **Covered Transplants**

The **Transplant** benefit is not subject to a separate benefit maximum other than the maximums for transport and lodging described below. This benefit covers medical services only if provided by "Approved Transplant Centers." See the transplant benefit requirements later in this benefit for more information about Approved Transplant Centers.

Benefits are provided for inpatient and outpatient surgical facility services when you use an Approved Transplant Center, and inpatient and outpatient professional services when you use an approved transplant provider. These benefits are subject to your calendar year deductible and coinsurance.

Organ transplants and bone marrow/stem cell reinfusion procedures must not be considered experimental or investigational for the treatment of your condition. See the "Definitions" section in this booklet for the definition of "experimental/investigational services." The plan reserves the right to base coverage on all of the following:

- Organ transplants and bone marrow/stem cell reinfusion procedures must meet the plan's criteria for coverage. The medical indications for the transplant, documented effectiveness of the procedure to treat the condition, and failure of medical alternatives are all reviewed.

The types of organ transplants and bone marrow/stem cell reinfusion procedures that currently meet the plan's criteria for coverage are:

- Heart
- Heart/double lung
- Single lung
- Double lung
- Liver
- Kidney
- Pancreas
- Pancreas with kidney
- Bone marrow (autologous and allogeneic)
- Stem cell (autologous and allogeneic)

**Note:** For the purposes of this plan, the term "transplant" doesn't include cornea transplantation, skin grafts or the transplant of blood or blood derivatives that are not bone marrow or stem cells. These procedures are covered on the same basis as any other covered surgical procedure. See the **Surgical Services** benefit.

- Your medical condition must meet the plan's written standards.
- The transplant or reinfusion must be furnished in an Approved Transplant Center. (An "Approved Transplant Center" is a hospital or other provider that's developed expertise in performing organ transplants, or bone marrow or stem cell reinfusion, and meets the other approval standards we use.) We have agreements with Approved Transplant Centers in Washington and Alaska, and we have access to a special network of Approved Transplant Centers around the country. Whenever medically possible, we'll direct you to an Approved Transplant Center that we've contracted with for transplant services. Please call customer service.

Of course, if none of our centers or the Approved Transplant Centers can provide the type of transplant you need, this benefit will cover a transplant center that meets the written approval standards we follow.

### Recipient Costs

This benefit covers transplant and reinfusion-related expenses, including the preparation regimen for a bone marrow or stem cell reinfusion. Also covered are anti-rejection drugs administered by the transplant center during the inpatient or outpatient stay in which the transplant was performed.

### Donor Costs

Covered donor services include selection, removal (harvesting) and evaluation of the donor organ, bone marrow or stem cell; transportation of donor organ, bone marrow and stem cells, including the surgical and harvesting teams; donor acquisition costs such as testing and typing expenses; and storage costs for bone marrow and stem cells for a period of up to 12 months.

### Travel And Lodging

Benefits are provided for certain travel expenses related to services provided by an approved transplant provider. See **Medical Transportation** for details.

#### The Transplants benefit doesn't cover:

- Organ, bone marrow and stem cell transplants, including any direct or indirect complications and aftereffects thereof, that are not specifically stated under this benefit.
- Services and supplies that are payable by any government, foundation or charitable grant. This includes services performed on potential or actual living donors and recipients, and on cadavers.
- Donor costs for an organ transplant or bone marrow or stem cell reinfusion that isn't covered under this benefit, or for a recipient who isn't a member
- Donor costs for which benefits are available under other group or individual coverage
- Non-human or mechanical organs, unless we determine they aren't "experimental/investigational services." See the **Definitions** section in this booklet.
- Personal care items
- Planned storage of blood for more than 12 months against the possibility it might be used at some point in the future

### Urgent Care

This plan covers care you get in an urgent care center. Urgent care centers have extended hours and are open to the public. You can go to an urgent care center for an illness or injury that needs treatment right away. Examples are minor sprains, cuts and ear, nose and throat infections. Covered services include the provider's services.

- If the urgent care center is **not** a part of a hospital or is **not** attached to a hospital, you pay your calendar year deductible and coinsurance.
- If the urgent care center **is** part of a hospital or is located in or attached to hospital, you pay your calendar year deductible and coinsurance.

## Virtual Care

Virtual care uses technology to provides ease, convenience, and faster access to medical care. Providers covered under this benefit offer their services exclusively by methods like secure chat, text, voice or audio messaging, and video chat. They do not maintain a physical location that you can visit.

Benefits are subject to your calendar year deductible and coinsurance. This benefit covers:

- Virtual general medical visits

## WHAT DO I DO IF I'M OUTSIDE WASHINGTON AND ALASKA?

### OUT-OF-AREA CARE

As a member of the Blue Cross Blue Shield Association ("BCBSA"), Premera Blue Cross has arrangements with other Blue Cross and Blue Shield Licensees ("Host Blues") for care in Clark County, Washington and outside Washington and Alaska. These arrangements are called "Inter-Plan Arrangements." Our Inter-Plan Arrangements help you get covered services from providers within the geographic area of a Host Blue.

The BlueCard® Program is the Inter-Plan Arrangement that applies to most claims from Host Blues' network providers. The Host Blue is responsible for its network providers and handles all interactions with them. Other Inter-Plan Arrangements apply to providers that are not in the Host Blues' networks (non-contracted providers). This **Out-Of-Area Care** section explains how the plan pays both types of providers.

Your getting services through these Inter-Plan Arrangements does not change what the plan covers, benefit levels, or any stated eligibility requirements. Please call us if your care needs prior authorization.

We process claims for the **Prescription Drugs** benefit directly, not through an Inter-Plan Arrangement.

### BlueCard Program

Except for copays, we will base the amount you must pay for claims from Host Blues' network providers on the lower of:

- The provider's billed charges for your covered services; or
- The allowable charge that the Host Blue made available to us.

Often, the allowable charge is a discount that reflects an actual price that the Host Blue pays to the provider. Sometimes it is an estimated price that takes into account a special arrangement with a single provider or a group of providers. In other cases, it may be an average price, based on a discount that results in expected average savings for services from similar types of providers.

Host Blues may use a number of factors to set estimated or average prices. These may include settlements, incentive payments, and other credits or charges. Host Blues may also need to adjust their prices to correct their estimates of past prices. However, we will not apply any further adjustments to the price of a claim that has already been paid.

**Clark County Providers** Services in Clark County, Washington are processed through the BlueCard Program. Some providers in Clark County do have contracts with us. These providers will submit claims directly to us, and benefits will be based on our allowable charge for the covered service or supply.

**Value-Based Programs** You might have a provider that participates in a Host Blue's value-based program (VBP). Value-based programs focus on meeting standards for treatment outcomes, cost and quality, and for coordinating care when you are seeing more than one provider. The Host Blue may pay VBP providers for meeting the above standards. If the Host Blue includes charges for these payments in the allowable charge for a claim, you would pay a part of these charges if a deductible or coinsurance applies to the claim. If the VBP pays the provider for coordinating your care with other providers, you will not be billed for it.

### Taxes, Surcharges and Fees

A law or regulation may require a surcharge, tax or other fee be added to the price of a covered service. If that happens, we will add that surcharge, tax or fee to the allowable charge for the claim.

## Non-Contracted Providers

It could happen that you receive covered services from providers in Clark County, Washington and outside Washington and Alaska that do not have a contract with the Host Blue. In most cases, we will base the amount you pay for such services on either our allowable charge for these providers or the pricing requirements under applicable law. See the definition of "Allowable Charge" in **Definitions** in this booklet for details on allowable charges.

In these situations, you may owe the difference between the amount that the non-contracted provider bills and the payment the plan makes for the covered services as set forth above.

## Blue Cross Blue Shield Global® Core

If you are outside the United States, Puerto Rico, and the U.S. Virgin Islands (the "BlueCard service area"), you may be able to take advantage of Blue Cross Blue Shield Global Core. Blue Cross Blue Shield Global Core is unlike the BlueCard Program in the BlueCard service area in some ways. For instance, although Blue Cross Blue Shield Global Core helps you access a provider network, you will most likely have to pay the provider and send us the claim yourself in order for the plan to reimburse you. See "**How Do I File A Claim?**" for more information. However, if you need hospital inpatient care, the service center can often direct you to hospitals that will not require you to pay in full at the time of service. In such cases, these hospitals also send in the claim for you.

If you need to find a doctor or hospital outside the BlueCard service area, need help submitting claims or have other questions, please call the service center at 800-810-BLUE (2583). The center is open 24 hours a day, seven days a week. You can also call collect at 804-673-1177.

## More Questions

If you have questions or need to find out more about the BlueCard Program, please call our customer service department. To find a provider, go to [www.premera.com](http://www.premera.com) or call 800-810-BLUE (2583). You can also get Blue Cross Blue Shield Global Core information by calling the toll-free phone number.

## CARE MANAGEMENT

Care Management services work to help ensure that you receive appropriate and cost-effective medical care. Your role in the Care Management process is simple, but important, as explained below.

You must be eligible on the dates of service and services must be medically necessary. We encourage you to call customer service to verify that you meet the required criteria for claims payment.

## PRIOR AUTHORIZATION

You must get Premera's approval for some services before the service is performed. This process is called prior authorization. You must get prior authorization for certain types of medical services, equipment, and for most inpatient facility stays. This is so that Premera can confirm that these services are medically necessary and covered by the plan.

## How Prior Authorization Works

We will make a decision on a request for services that require prior authorization in writing within 5 calendar days of receipt of all information necessary to make the decision. The response will let you know whether the services are authorized or not, including the reasons why. If you disagree with the decision, you can ask for an appeal. See **Complaints and Appeals**.

If your life or health would be in serious jeopardy if you did not receive treatment right away, you may ask for an expedited review. We will respond in writing as soon as possible, but no more than 48 hours after we get all the information we need to make a decision.

Our prior authorization will be valid for 90 calendar days. This 90-day period depends on your continued coverage under the plan. If you do not receive the services within that time, you will have to ask us for another prior authorization.

## Prior Authorization for Medical Services, Supplies or Equipment

The plan has a list of services, equipment, and facility types that must have prior authorization before you receive the service or are admitted as an inpatient at the facility. Please contact your in-network provider or Premera customer service before you receive a service to find out if your service requires prior authorization.

- **In-Network providers or facilities** are required to request prior authorization for the service.
- **Non-Contracted and out-of-area providers and facilities** will not request prior authorization for the service. You have to ask Premera to prior authorize the service.
- **It is a good idea to ask Premera for prior authorization when you see a non-contracted provider.** It is to your advantage to know ahead of time if the plan is not going to cover a service, equipment, or an inpatient stay.

### Prescription Drugs

The plan has a specific list of prescription drugs that must have prior authorization before you get them at a pharmacy. The list is on our website at [premera.com](http://premera.com). Your provider can ask for a prior authorization by faxing an accurately completed prior authorization form to us. This form is also on the pharmacy section of our website.

If your provider does not get prior authorization, when you go to the pharmacy to get your prescription, the pharmacy will tell you that you need it. You or your pharmacy should inform your provider of the need for prior authorization. Your provider can fax us an accurately completed prior authorization form for review.

You can buy the drug before it is prior authorized, but you must pay the full cost. If the drug is authorized after you bought it, you can send us a claim for reimbursement. Reimbursement will be based on the allowed amount. See *How Do I File A Claim?* for details.

Sometimes, benefits for some prescription drugs may be limited to one or more of the following:

- A set number of days' supply
- A specific drug or drug dose that is appropriate for a normal course of treatment
- A specific diagnosis
- You may need to get a prescription drug from an appropriate medical specialist
- You may have to try a generic drug or a specified brand name drug first

These limits are based on medical standards, the drug maker's advice, and your specific case. They are also based on FDA guidelines and medical articles and papers.

### Exceptions To Prior Authorization For Benefit Coverage

The following services do not require prior-authorization for benefit coverage, but they have separate requirements:

- Emergency care and emergency hospital admissions, including emergency drug or alcohol detox in a hospital.
- Childbirth admission to a hospital, or admissions for newborns who need emergency medical care at birth.

Emergency and childbirth hospital admissions do not require prior authorization, but you must notify us as soon as reasonably possible.

## CLINICAL REVIEW

Premera Blue Cross has developed or adopted guidelines and medical policies that outline clinical criteria used to make medical necessity determinations. The criteria are reviewed annually and are updated as needed to ensure our determinations are consistent with current medical practice standards and follow national and regional norms. Practicing community doctors are involved in the review and development of our internal criteria. Our medical policies are on our Web site. You or your provider may review them at [www.premera.com](http://www.premera.com). You or your provider may also request a copy of the criteria used to make a medical necessity decision for a particular condition or procedure. To obtain the information, please send your request to Care Management at the address or fax number shown on the back cover.

Premera Blue Cross reserves the right to deny payment for services that are not medically necessary or that are considered experimental/investigational. A decision by Premera Blue Cross following this review may be appealed in the manner described in **Complaints And Appeals**.

In general, when there is more than one treatment option, the plan will cover the least costly option that will meet your medical needs. Premera Blue Cross works cooperatively with you and your physician to consider effective alternatives to hospital stays and other high-cost care to make better use of this plan's benefits.

## **PERSONAL HEALTH SUPPORT PROGRAMS**

The plan offers participation in Premera Blue Cross's personal health support services to help members with such things as managing complex medical conditions, a recent surgery, or admission to a hospital. Services include:

- Helping to overcome barriers to health improvement or following providers' treatment plan
- Coordinating care services including access
- Helping to understand the health plan's coverage
- Finding community resources

Participation is voluntary. To learn more about the personal health support programs, contact customer service at the phone number listed on the back of your ID card.

## **WHAT'S NOT COVERED?**

In addition to services listed as not covered under Covered Services, this section of your booklet lists services that are either limited or not covered by this plan.

### **WAITING PERIOD FOR TRANSPLANTS**

Organ, bone marrow and stem cell transplants are subject to a benefit-specific 6-month waiting period. Except as noted in the **Transplants** benefit, benefits won't be provided for transplant-related services for the first six months after your effective date.

### **Assisted Reproduction**

Assisted reproduction technologies, including but not limited to:

- Drugs to treat infertility or that are required as part of assisted reproduction procedures.
- Artificial insemination or in-vitro fertilization
- Services to make you more fertile or for multiple births
- Reversing sterilization surgery

Diagnosis and treatment of underlying medical conditions that may cause infertility are covered on the same basis as any other condition.

### **Benefits from other sources**

Services that are covered by liability insurance:

- Motor vehicle medical or motor vehicle no-fault
- Any type of no-fault coverage, such as Personal injury protection (PIP), Medical Payment coverage or Medical Premises coverage
- Any type of liability insurance, such as homeowner's coverage or commercial liability coverage
- Any type of excess coverage
- Boat coverage
- School or athletic coverage

### **Benefits that have been exhausted**

Services in excess of benefit limitations or maximums of this plan.

### **Broken Or Missed Appointments**

### **Caffeine Or Nicotine Dependency**

Treatment of caffeine dependency; treatment of nicotine dependency except as stated under the **Prescription Drugs** and **Professional Visits and Services** benefits.

### **Charges For Records or Reports**

Charges from providers for supplying records or reports that aren't requested for utilization review.

### **Complications of non-covered service**

Includes follow-up services or effects of those services.

### **Cosmetic Services**

Drugs, services or supplies for cosmetic services not medically necessary. This includes services performed to reshape normal structures of the body in order to improve or alter your appearance and not primarily to restore an impaired function of the body. This does not apply to services that are prescribed as medically necessary for Gender Affirming Care.

### **Counseling, Education and Training**

Counseling education or training in the absence of illness or injury, including but not limited to:

- Job help and outreach
- Social or fitness counseling
- Acting as a tutor, helping a member with schoolwork, acting as an educational or other aide for a member while the member is at school, or providing services that are part of a school's individual education program or should otherwise be provided by school staff.
- Private school or boarding school tuition
- Community wellness or safety programs

### **Court-Ordered Services**

Services that you must get to avoid being tried, sentenced or losing the right to drive when they are not medically necessary.

### **Custodial Care**

Custodial service that are not covered hospice care services.

### **Dental Care**

Dental care or supplies, that are not covered under any dental benefits.

This exclusion also doesn't apply to dental services covered under the **Temporomandibular Joint Disorders (TMJ) Care** benefit.

### **Drugs And Food Supplements**

Over-the-counter drugs, solutions, supplies, food and nutritional supplements other than those covered under the **Medical Foods** benefit; over-the-counter contraceptive drugs, supplies and devices; herbal, naturopathic, or homeopathic medicines or devices; hair analysis; and vitamins that don't require a prescription. Please see the **Prescription Drugs** benefit for details.

### **EEG biofeedback or neurofeedback services**

### **Environmental Therapy**

Therapy designed to provide a changed or controlled environment.

### **Experimental or Investigational Services**

Experimental or investigational, services or supplies, including any complications or effects of such services. This does not apply to certain services that are part of any approved clinical trial.

### **Family Members Or Volunteers**

Services or supplies that you provide to yourself. It does not cover a provider who is:

- Your spouse, mother, father, child, brother or sister
- Your mother, father, child, brother or sister by marriage
- Your stepmother, stepfather, stepchild, stepbrother or stepsister
- Your grandmother, grandfather, grandchild or the spouse of one of those people
- A volunteer

### **Governmental Facilities**

Services provided by a state or federal facility that are not emergency care unless required by law or regulation.

### **Hair Analysis**

#### **Hair Loss**

- Drugs, supplies, equipment, or procedures to replace hair, slow hair loss, or stimulate hair growth
- Hair prostheses, such as wigs or hair weaves, transplants and implants

### **Hearing Exams And Testing**

Routine hearing exams and testing, including hearing exams for the purpose of prescribing or fitting a hearing aid

### **Hearing Hardware**

Hearing aids and devices used to improve hearing sharpness

### **Illegal Acts, Illegal Services, and Terrorism**

Illness or injury you get while committing a felony, an act of terrorism, or an act of riot or revolt, as well as any service that is illegal under state or federal law.

### **Low-level laser Therapy**

#### **Military Service and War**

- Illness or injury that is caused by or arises from:
- Acts of war, such as armed invasion, no matter if war has been declared or not
- Services in the armed forces of any country, including any related civilian forces or units.

### **Non-Covered Services**

Services or supplies directly related to any non-covered condition.:

- Ordered when this plan is not in effect or when the person is not covered under this plan
- Provided to someone other than the ill or injured member.
- That are not listed as covered under this plan.
- Services and supplies for which no charge is made, for which none would have been made if this plan were not in effect, or for which you are not legally required to pay
- Non-treatment charges, including charges for provider time
- Transporting a member in place of a parent or other family member or accompanying the member to appointments or other activities outside the home, such as medical appointments or shopping
- Doing housework or chores for the member or helping the member do housework or chores

### **Non-Treatment Facilities, Institutions or Programs**

- Institutional care
- Housing
- Incarceration

- Programs from facilities that are not licensed to provide medical or behavioral health treatment for covered services. Examples are prisons, nursing homes, juvenile detention facilities.

### **Orthodontia**

Orthodontic services, including casts, models, x-rays, photographs, examinations, appliances, braces, and retainers.

### **Personal comfort or convenience items**

- Personal services or items such as meals for guests while hospitalized, long-distance phone, radio or TV, personal grooming, and babysitting.
- Normal living needs, such as food, clothes, housekeeping and transport.
- Dietary assistance, including “Meals on Wheels”

### **Provider’s Licensing or Certification**

Services that are outside the scope of the provider's license or certification or any unlicensed or uncertified providers.

### **Routine or Preventive Care**

- Impression casting for foot prosthetics or appliances and prescriptions thereof. However, foot-support supplies, devices and shoes are covered as stated under the **Medical Equipment and Supplies** benefit.
- Exams to assess a work-related disability or medical disability
- Services and supplies that aren’t directly related to your illness, injury or distinct physical symptoms. Examples are routine physical examinations and diagnostic surgery. However, this exclusion doesn’t apply to services and supplies specified as covered under the following benefits:
  - **Diagnostic Services**
  - **Diagnostic and Screening Mammography**
  - **Preventive Care**
  - **Diabetes Health Education**

### **Recreational, Camp and Activity Programs**

Recreational, camp and activity-based programs. These programs are not medically necessary and include:

- Gym, swim and other sports programs, camps and training
- Creative art, play and sensory movement and dance therapy
- Recreational programs and camps
- Wilderness, hiking, tall ship, and other adventure programs and camps
- Boot camp programs, outward bound programs and tall-ship programs
- Equine programs and other animal-assisted programs and camps
- Exercise and maintenance-level programs

### **Serious Adverse Events and Never Events**

Serious Adverse Events are hospital injury(ies) caused by medical management (rather than an underlying disease) that prolonged the hospitalization, and/or produces a disability at the time of discharge.

Never Events are events that should never occur, such as a surgery on the wrong patient, a surgery on the wrong body part or a wrong surgery.

Members and this plan are not responsible for payment of services provided by network providers for serious adverse events, never events and resulting follow-up care. Serious adverse events and never events are medical errors that are specific to a nationally published list. They are identified by specific diagnoses codes, procedure codes and specific present-on-admission indicator codes. Network providers may not bill members for these services and members are held harmless.

Not all medical errors are defined as serious adverse events or never events. You can obtain a list of serious adverse events and never events by contacting us or on the Centers for Medicare and Medicaid Services (CMS) website.

### **Services or Supplies Not Medically Necessary**

Services or supplies that are not medically necessary even if they are court-ordered. This also includes places of service, such as inpatient hospital care or stays.

### **Sexual Dysfunction**

Diagnosis and treatment of sexual dysfunctions, regardless of origin or cause; surgical, medical or psychological treatment of impotence or hypoactive sexual desire disorder, including drugs, medications, or penile or other implants.

### **Vision Exams**

Routine vision exams to test visual acuity and/or to prescribe any type of vision hardware

### **Vision Hardware**

Vision hardware (and their fittings) used to improve visual sharpness, including eyeglasses and contact lenses, and related supplies, except as covered under the **Medical Equipment And Supplies** benefit. This plan never covers non-prescription eyeglasses or contact lenses, or other special purpose vision aids (such as magnifying attachments), sunglasses or light-sensitive lenses, even if prescribed.

### **Vision Therapy**

Vision therapy, eye exercise, or any sort of training to correct muscular imbalance of the eye (orthoptics), and pleoptics, treatment or surgeries to improve the refractive character of the cornea, or results of these treatments.

### **Voluntary Support Groups**

Patient support, consumer or affinity groups such as diabetic support groups or Alcoholics Anonymous

### **Weight Loss (Surgery or Drugs)**

Surgery, drugs or supplements for weight loss or weight control.

### **Work-Related Conditions**

Any illness, condition or injury arising out of or in the course of employment, for which the member is entitled to receive benefits by law or from workers compensation or similar coverage. For details, see **Third Party Recovery** in the **What If I Have Other Coverage** section of the booklet

## **WHAT IF I HAVE OTHER COVERAGE?**

### **COORDINATING BENEFITS WITH OTHER HEALTH CARE PLANS**

You also may be covered under one or more other group or individual plans, such as one sponsored by your spouse's employer. This plan includes a "coordination of benefits" feature to handle such situations. We'll coordinate the benefits of this plan with those of your other plans to make certain that, in each calendar year, the total payments from all medical plans aren't more than the total allowable medical expenses and the total payments from all dental plans aren't more than the total allowable dental expenses.

All of the benefits of this plan are subject to coordination of benefits. However, note that benefits provided under this plan for allowable dental expenses will be coordinated separately from allowable medical expenses.

If you have other coverage besides this plan, we recommend that you send your claims to the primary plan first. In that way, the proper coordinated benefits may be most quickly determined and paid.

### **Definitions Applicable To Coordination Of Benefits**

To understand coordination of benefits, it's important to know the meanings of the following terms:

- **Allowable Medical Expense** means the usual, customary and reasonable charge for any medically necessary health care service or supply provided by a licensed medical professional when the service or supply is covered at least in part under any of the medical plans involved. When a plan provides benefits in the form of services

or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense.

- **Allowable Dental Expense** means the usual, customary and reasonable charge for any dentally necessary service or supply provided by a licensed dental professional when the service or supply is covered at least in part under any of the dental plans involved. When a plan provides benefits in the form of services or supplies rather than cash payments, the reasonable cash value of each service rendered or supply provided shall be considered an allowable expense. For the purposes of this plan, only those dental services to treat an injury to natural teeth will be considered an allowable dental expense.
- **Claim Determination Period** means a calendar year.
- **Custodial parent** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than half of the calendar year, excluding any temporary visitation.
- **Medical Plan** means all of the following health care coverages, even if they don't have their own coordination provisions:
  - Group, individual or blanket disability insurance policies and health care service contractor and health maintenance organization group or individual agreements issued by insurers, health care service contractors, and health maintenance organizations
  - Labor-management trustee plans, labor organization plans, employer organization plans or employee benefit organization plans
  - Government programs that provide benefits for their own civilian employees or their dependents
  - Group coverage required or provided by any law, including Medicare. This doesn't include workers' compensation
  - Group student coverage that's sponsored by a school or other educational institution and includes medical benefits for illness or disease
- **Dental Plan** means all of the following dental care coverages, even if they don't have their own coordination provisions:
  - Group, individual or blanket disability insurance policies and health care service contractor and health maintenance organization group or individual agreements issued by insurers, health care service contractors, and health maintenance organizations
  - Labor-management trustee plans, labor organization plans, employer organization plans or employee benefit organization plans
  - Government programs that provide benefits for their own civilian employees or their dependents

Each contract or other arrangement for coverage described above is a separate plan. It's also important to note that for the purpose of this plan, we'll coordinate benefits for allowable medical expenses separately from allowable dental expenses, as separate plans.

### **Effect On Benefits**

An important part of coordinating benefits is determining the order in which the plans provide benefits. One plan is responsible for providing benefits first. This is called the "primary" plan. The primary plan provides its full benefits as if there were no other plans involved. The other plans then become "secondary." This means they reduce their payment amounts so that the total benefits from all medical plans aren't more than the allowable medical expenses and the total benefits from all dental plans aren't more than the total allowable dental expenses. We will coordinate benefits when you have other health care coverage that is primary over this plan. Coordination of benefits applies whether or not a claim is filed with the primary coverage.

This plan requires you or your provider to ask for prior authorization from Premera Blue Cross before you get certain services or drugs. Your other plan may also require you to get prior authorization for the same service or drug. In that case, when this plan is secondary to your other plan, you will not have to ask Premera for prior authorization of any service or drug for which you asked for prior authorization from your other plan. This does not mean that this plan will cover the service or drug. The service or drug will be reviewed once we receive your claim.

## Primary And Secondary Rules

Certain governmental plans, such as Medicaid, are always secondary by law. Except as required by law, Medicare supplement plans and other plans that don't coordinate benefits at all must pay as if they were primary.

A plan that doesn't have a COB provision that complies with this plan's rules is primary to this plan unless the rules of both plans make this plan primary. The exception is group coverage that supplements a package of benefits provided by the same group. Such coverage can be excess to the rest of that group's plan. An example is coverage paired with a closed panel plan to provide out-of-network benefits.

The first of the rules below to apply decides which plan is primary. If you have more than one secondary plan, the rules below also decide the order of the secondary plans to each other.

**Non-Dependent Or Dependent** The plan that doesn't cover you as a dependent is primary to a plan that does. However, if you have Medicare, and federal law makes Medicare secondary to your dependent coverage and primary to the plan that doesn't cover you as a dependent, then the order is reversed.

**Dependent Children** Unless a court decree states otherwise, the rules below apply:

- **Birthdate rule** When the parents are married or living together, whether or not they were ever married, the plan of the parent whose birthday falls earlier in the year is primary. If both parents have the same birthday, the plan that has covered the parent the longest is primary.
- When the parents are divorced, separated or not living together, whether or not they were ever married:
  - If a court decree makes one parent responsible for the child's health care expenses or coverage, that plan is primary. If the parent who is responsible has no health coverage for the dependent, but that parent's spouse does, that spouse's plan is primary. This rule and the court decree rules below apply to calendar years starting after the plan is given notice of the court decree.
  - If a court decree assigns one parent primary financial responsibility for the child but doesn't mention responsibility for health care expenses, the plan of the parent with financial responsibility is primary.
  - If a court decree makes both parents responsible for the child's health care expenses or coverage, the birthday rule determines which plan is primary.
  - If a court decree requires joint custody without making one parent responsible for the child's health care expenses or coverage, the birthday rule determines which plan is primary.
  - If there is no court decree allocating responsibility for the child's expenses or coverage, the rules below apply:
    - The plan covering the custodial parent, first
    - The plan covering the spouse of the custodial parent, second
    - The plan covering the non-custodial parent, third
    - The plan covering the spouse of the non-custodial parent, last
    - If a child is covered by individuals other than parents or stepparents, the above rules apply as if those individuals were the parents.

**Retired Or Laid-Off Employee** The plan that covers you as an active employee (an employee who is neither laid off nor retired) is primary to a plan covering you as a retired or laid-off employee. The same is true if you are covered as both a dependent of an active employee and a dependent of a retired or laid-off employee.

**Continuation Coverage** If you have coverage under COBRA or other continuation law, that coverage is secondary to coverage that isn't through COBRA or other continuation law.

**Note:** The retiree/layoff and continuation rules don't apply when both plans don't have the rule or when the "non-dependent or dependent" rule can decide which of the plans is primary.

**Length Of Coverage** The plan that covered you longer is primary to the plan that didn't cover you as long. If we do not have your start date under the other plan, we will use the employee's hire date with the other group instead. We will compare that hire date to the date your coverage started under this plan to find out which plan covered you for the longest time.

If none of the rules above apply, the plans must share the allowable expenses equally.

Any amount by which a secondary plan's benefits have been reduced in accord with this section shall be used by the secondary plan to pay your allowable medical expenses or allowable dental expenses not otherwise paid, and such reduced amount shall be charged against the applicable plan's benefit limit (medical or dental). However, you must have incurred these expenses during the claim determination period. As each claim is submitted, the secondary plan determines its obligation to pay for allowable medical expenses or allowable dental expenses based on all claims that were submitted up to that time during the claim determination period.

### **Right Of Recovery/Facility Of Payment**

The plan has the right to recover any payments that are greater than those required by the coordination of benefits provisions from one or more of the following: the persons the plan paid or for whom the plan has paid, providers of service, insurance companies, service plans or other organizations. If a payment that should have been made under this plan was made by another plan, the plan also has the right to pay directly to another plan any amount that the plan should have paid. Such payment will be considered a benefit under this plan and will meet the plan's obligations to the extent of that payment. This plan has the right to appoint a third party to act on its behalf in recovery efforts.

## **THIRD PARTY RECOVERY**

### **General**

If you become ill or are injured by the actions of a third party, your medical care should be paid by that third party. For example, if you are hurt in a car crash, the other driver or their insurance company may be required under law to pay for your medical care.

This plan does not pay for claims for which a third party is responsible. However, the plan may agree to advance benefits for your injury with the understanding that it will be repaid from any recovery received from the third party. By accepting plan benefits for the injury, you agree to comply with the terms and conditions of this section.

In addition, the plan maintains a right of subrogation, meaning the right of the plan to be substituted in place of the member who received benefits with respect to any lawful claim, demand, or right of action against any third party that may be liable for the injury, illness or medical condition that resulted in payment of plan benefits. The third party may not be the actual person who caused the injury and may include an insurer to which premiums have been paid.

The plan administrator has discretion to interpret and to apply the terms of this section. It has delegated such discretion to Premera Blue Cross and its affiliate to the extent we need in order to administer this section.

### **Definitions**

The following definitions shall apply to this section:

**Injury** An injury or illness that a third party is or may be liable for.

**Recovery** All payments from another source that are related in any way to your injury for which plan benefits have also been paid. This includes any judgment, award, or settlement. It does not matter how the recovery is termed, allocated, or apportioned or whether any amount is specifically included or excluded as a medical expense. Recoveries may also include recovery for pain and suffering, non-economic damages, or general damages. This also includes any amounts put into a trust or constructive trust set up by or for you or your family, beneficiaries or estate as a result of your injury.

**Reimbursement Amount** The amount of benefits paid by the plan for your injury and that you must pay back to the plan out of any recovery per the terms of this section.

**Responsible Third Party** A third party that is or may be responsible under the law ("liable") to pay you back for your injury.

**Third Party** A person; corporation; association; government; insurance coverage, including uninsured/underinsured motorist (UM/UIM), personal umbrella coverage, personal injury protection (PIP) insurance, medical payments coverage from any source, or workers' compensation coverage. The third party may not be the actual party who caused the injury, and may include an insurer.

Note: For this section, a third party does not include other health care plans that cover you.

**You** In this section, “you” includes any lawyer, guardian, or other representative that is acting on your behalf or on the behalf of your estate in pursuing a repayment from responsible third parties.

## **Exclusions**

**Benefits From Other Sources** Benefits are not available under this plan when coverage is available through:

- Motor vehicle medical or motor vehicle no-fault
- Any type of no-fault coverage, such as Personal injury protection (PIP), Medical Payment coverage, or Medical Premises coverage
- Boat coverage
- School or athletic coverage
- Any type of liability insurance, such as home owners' coverage or commercial liability coverage
- Any type of excess coverage

**Work-Related Conditions** Any illness, condition or injury arising out of or in the course of employment, for which the member is entitled to receive benefits, whether or not a proper and timely claim for such benefits has been made under:

- Occupational coverage required of or voluntarily obtained by the employer
- State or federal workers compensation acts
- Any legislative act providing compensation for work-related illness or injury

However, this exclusion doesn't apply to owners, partners or executive officers who are full-time employees of the Group if they're exempt from the above laws and if the Group doesn't furnish them with workers' compensation coverage. They'll be covered under this plan for conditions arising solely from their occupations with the Group. Coverage is subject to the other terms and limitations of this plan.

These exclusions apply when the available or existing contract or insurance is either issued to a member or makes benefits available to a member, whether or not the member makes a claim under such coverage. Further, the member is responsible for any cost sharing required by motor vehicle coverage, unless applicable state law requires otherwise. If other insurance is available for medical bills, the member must choose to put the benefit to use towards those medical bills before coverage under this plan is available. Once benefits under such contract or insurance have been used and exhausted or considered to no longer be injury-related under the no-fault provisions of the contract, this plan's benefits will be provided.

## **Reimbursement and Subrogation Rights**

If the plan advances payment of benefits to you for an injury, the plan has the right to be repaid in full for those benefits.

- The plan has the right to be repaid first and in full, without regard to lawyers' fees or legal expenses, make-whole doctrine, the common fund doctrine, your negligence or fault, or any other common law doctrine or state statute that the plan is not required to comply with that would restrict the plan's right to reimbursement in full. The reimbursement to the plan shall be made directly from the responsible third party or from you, your lawyer or your estate.
  - The plan shall also be entitled to reimbursement by asking for refunds from providers for the claims that it had already paid.
- The plan's right to reimbursement first and in full shall apply even if:
  - The recovery is not enough to make you whole for your injury.
  - The funds have been commingled with other assets. The plan may recover from any available funds without the need to trace the source of the funds.
  - The member has died as a result of the injury and a representative is asserting a wrongful death or survivor claim against the third party.
  - The member is a minor, disabled person, or is not able to understand or make decisions.
  - The member did not make a claim for medical expenses as part of any claim or demand

- Any party who distributes your recovery funds without regard to the plan's rights will be personally liable to the plan for those funds.
- In any case where the plan has the right to be repaid, the plan also has the right of subrogation. This means that the Plan Administrator can choose to take over your right to receive payments from any responsible third party. For example, the plan can file its own lawsuit against a responsible third party. If this happens, you must co-operate with the plan as it pursues its claim.

The plan shall also have the right to join or intervene in your suit or claim against a responsible third party.

- You cannot assign any rights or causes of action that you might have against a third party tortfeasor, person, or entity, which would grant you the right to any recovery without the express, prior written consent of the plan.

## **Your Responsibilities**

- If any of the requirements below are not met, the plan shall:
  - Deny or delay claims related to your injury
  - Recoup directly from you all benefits the plan has provided for your injury
  - Deduct the benefits owed from any future claims
- You must notify Premera Blue Cross of the existence of the injury immediately and no later than 30 days of any claim for the injury.
- You must notify the third parties of the plan's rights under this provision.
- You must cooperate fully with the plan in the recovery of the benefits advanced by the plan and the plan's exercise of its reimbursement and subrogation rights. You must take no action that would prejudice the plan's rights. You must also keep the plan advised of any changes in the status of your claim or lawsuit.
- If you hire a lawyer, you must tell Premera Blue Cross right away and provide the contact information.

Neither the plan nor Premera Blue Cross shall be liable for any costs or lawyer's fees you must pay in pursuing your suit or claim. You shall defend, indemnify and hold the plan and Premera Blue Cross harmless from any claims from your lawyer for lawyer's fees or costs.

- You must complete and return to the plan an Incident Questionnaire and any other documents required by the plan.

Claims for your injury shall not be paid until Premera Blue Cross receives a completed copy of the Incident Questionnaire when one was sent.

- You must tell Premera Blue Cross if you have received a recovery. If you have, the plan will not pay any more claims for the injury unless you and the plan agree otherwise.
- You must notify the plan at least 14 days prior to any settlement or any trial or other material hearing concerning the suit or claim.

## **Reimbursement and Subrogation Procedures**

If you receive a recovery, you or your lawyer shall hold the Recovery funds separately from other assets until the plan's reimbursement rights have been satisfied. The plan shall hold a claim, equitable lien, and constructive trust over any and all recovery funds. Once the plan's reimbursement rights have been determined, you shall make immediate payment to the plan out of the recovery proceeds.

If you or your lawyer do not promptly set the recovery funds apart and reimburse the plan in full from those funds, the plan has the right to take action to recover the reimbursement amount. Such action shall include, but shall not be limited to one or both of the following:

- Initiating an action against you and/or your lawyer to compel compliance with this section.
- Withholding plan benefits payable to you or your family until you and your lawyer complies or until the reimbursement amount has been fully paid to the plan

## WHO IS ELIGIBLE FOR COVERAGE?

This section of your booklet describes who is eligible for coverage.

### SUBSCRIBER ELIGIBILITY

The subscriber must be an eligible retiree of the group who was an active full-time employee at the time of retirement and must not be eligible or enrolled under Parts A and B of Medicare. This shall include an active full-time employee of the Group on an approved Medical Leave of Absence at the time of retirement.

### DEPENDENT ELIGIBILITY

To be a dependent under this plan, the family member must be:

Eligible dependents include the lawful spouse, dependent child of the retiree and surviving spouse and dependents of a deceased retiree if coverage was in force at the time of the retiree's death.

The lawful spouse of the subscriber, unless legally separated. ("Lawful spouse" means a legal union of two persons that was validly formed in any jurisdiction).

Dependents of a retiree may be eligible for enrollment in this plan even if the retiree is not eligible due to his/her Medicare or LEOFF I enrollment/eligibility.

Dependents shall include a child of the retiree or enrolled spouse who is required to be covered by a qualified domestic relations order or a qualified medical child support order. An enrolled spouse or dependent child of an eligible retiree must not be eligible for Medicare or enrolled in Medicare.

**Note: A dependent cannot be covered under this plan if they are eligible for Medicare but declined to enroll.**

- The domestic partner of the subscriber. Domestic partnerships that are **not** documented in a state domestic partnership registry must meet all requirements as stated in the signed "Affidavit of Domestic Partnership." Please contact the City of Spokane to see if domestic partner coverage is available for you.  
All rights, benefits and obligations afforded to a "spouse" under this plan except certain rights under COBRA coverage will also be afforded to an eligible domestic partner. In determining benefits for domestic partners and their children under this plan, the term "establishment of the domestic partnership" shall be used in place of "marriage"; the term "termination of the domestic partnership" shall be used in place of "legal separation" and "divorce."
- An eligible dependent child who is under 26 years of age, except as provided for in the ***How Do I Continue Coverage? Continued Eligibility for a Disabled Child*** provision  
To be eligible for dependent coverage under this plan, a child must also not be eligible for a group health plan other than the plan of a parent.  
An eligible child is one of the following:
  - A natural offspring of either or both the subscriber and spouse
  - A legally adopted child of either or both the subscriber and spouse
  - A child placed with the subscriber for the purpose of legal adoption in accordance with state law. "Placed" for adoption means assumption and retention by the subscriber of a legal obligation for total or partial support of a child in anticipation of adoption of such child
  - A legally placed dependent or foster child of the subscriber or spouse. There must be a court or other order signed by a judge or state agency, which grants guardianship of the child to the subscriber or spouse as of a specific date. When the court order terminates or expires, the child is no longer an eligible child.

## WHEN DOES COVERAGE BEGIN?

### ENROLLMENT

Enrollment is timely when we receive the completed enrollment application and required changes as follows:

- Within 30 days of the date the retiree becomes an eligible retiree as determined in the ***Who is Eligible For Coverage?*** section.

- Within 30 days of the date your COBRA coverage ends as determined by your City of Spokane labor agreement. Please refer to your union labor agreement for further clarification.

### **Effective Date**

When enrollment is timely, coverage for the employee and enrolled dependents will become effective on the first of the month following the month in which they meet the eligibility requirements.

### **Dependents Through Marriage After The Subscriber's Effective Date**

When we receive the completed enrollment application and any required charges within 30 days after the marriage, coverage will become effective on the first of the month following the date of marriage

### **Natural Newborn Children Born On Or After The Subscriber's Effective Date**

Newborn children are covered automatically for the first 3 weeks from birth when the mother is eligible to receive obstetrical care benefits under this plan. To extend the child's coverage beyond the 3-week period, the subscriber should follow the steps below. If the mother isn't eligible for obstetrical care benefits, but the child qualifies as an eligible dependent, the subscriber should follow the steps below to enroll the child from birth.

**Please Note:** Newborns of a dependent child are not covered under the plan

An enrollment application is required for natural newborn children. A completed enrollment application and any required subscription charges must be submitted to us within 60 days following birth. Coverage becomes effective from the date of birth. If we don't receive the enrollment application within 60 days of birth, see the **Special Enrollment** provision later in this section.

### **Adoptive Children On Or After The Subscriber's Effective Date**

An enrollment application is required for adoptive children. A completed enrollment application, paperwork from the Adoption Agency or placement papers, and any required subscription charges must be submitted to us within 60 days following date of placement. Coverage becomes effective from the date of placement. If we don't receive the enrollment application within 60 days of date of placement, see the **Special Enrollment** provision later in this section.

### **Foster Children**

To enroll a new foster child, we must get any payment needed, a completed enrollment form, and a copy of the child's foster papers. We must get these items no more than 60 days after the date the subscriber became the child's foster parent. When we get these items on time, the plan will cover the child as of the first of the month after the date the subscriber became the child's foster parent. If we do not get the items on time, the child must wait for the Group's next open enrollment period to be enrolled.

### **Children Through Legal Guardianship**

When we receive the completed enrollment application, any required charges, and a copy of the guardianship papers within 60 days of the date legal guardianship began with the subscriber, coverage for an otherwise eligible child will begin on the first of the month following the date legal guardianship began.

### **Children Covered Under Medical Child Support Orders**

When we receive the completed enrollment application within 60 days of the date of the medical child support order, coverage for an otherwise eligible child that is required under the order will become effective on the date of the order. Otherwise, coverage will become effective on the first of the month following the date we receive the application for coverage. The enrollment application may be submitted by the subscriber, the child's custodial parent, a state agency administering Medicaid or the state child support enforcement agency. Please contact your Group for detailed procedures.

## **SPECIAL ENROLLMENT**

The Plan allows dependents who didn't enroll when they were first eligible to enroll only in the cases listed below.

## **Involuntary Loss of Other Coverage (Dependents Only)**

If you don't enroll your dependents in this plan or another plan sponsored by the Group when first eligible because you aren't required to do so, you, may later enroll in this plan if each of the following requirements are met:

- Your dependent was covered under a comparable comprehensive Health Insurance Plan at the time coverage under the Group's plan was offered
- Your dependent(s) coverage under the other health insurance plan ended as a result of one of the following:
  - Loss of eligibility for coverage for reasons including, but not limited to legal separation, divorce, death, termination of employment or the reduction in the number of hours of employment
  - Termination of employer contributions toward such coverage
  - Your dependent(s) were covered under COBRA at the time coverage under this plan was previously offered and COBRA coverage has been exhausted

We must receive the completed enrollment application and any required subscription charges from the Group within 60 days of the date such other coverage ended. When the 60-day time limit is met, coverage will start on the first of the month that next follows the last day of the other coverage.

## **State Medical Assistance and Children's Health Insurance Program**

Retirees and dependents who are eligible as described in ***Who Is Eligible For Coverage?*** have special enrollment rights under this plan if one of the statements below is true:

- The person is eligible for state medical assistance and the Washington State Department of Social and Health Services (DSHS) determines that it is cost-effective to enroll the person in this plan.
- The person qualifies for premium assistance under the state's medical assistance program or Children's Health Insurance Program (CHIP).
- The person no longer qualifies for health coverage under the state's medical assistance program or CHIP.

**To be covered, the eligible retiree or dependent must apply and any required subscription charges must be paid no more than 60 days from the date the applicable statement above is true.** An eligible retiree, who elected not to enroll in this plan when such coverage was previously offered, must enroll in this plan in order for any otherwise eligible dependents to be enrolled in accordance with this provision. Coverage for the retiree will start on the date the dependent's coverage starts.

## **CHANGES IN COVERAGE**

No rights are vested under this plan. The Group may change its terms, benefits and limitations at any time. Changes to this plan will apply as of the date the change becomes effective to all members and to eligible employees who become covered under this plan after the date the change becomes effective.

The exception is inpatient confinements described in ***Extended Benefits***; see the ***How Do I Continue Coverage?*** section. Changes to this plan won't apply to inpatient stays that are covered under that provision.

## **PLAN TRANSFERS**

Subscribers (with their enrolled dependents) may be allowed to transfer to this plan from another plan offered by the Group. Transfers also occur if the Group replaces another plan with this plan. All transfers to this plan must occur during annual enrollment or on another date set by the Group.

When you transfer from the Group's other plan, and there's no lapse in your coverage, the following provisions that apply to this plan will be reduced to the extent they were satisfied and/or credited under the prior plan:

- Benefit maximums
- Transplant waiting period
- Out-of-pocket maximum
- Calendar year deductible

## WHEN WILL MY COVERAGE END?

### EVENTS THAT END COVERAGE

Coverage will end without notice, except as specified under **Extended Benefits**, on the last day of the month in which one of these events occurs:

- For the subscriber and dependents when:
  - The next required monthly charge for coverage isn't paid when due or within the grace period
  - The subscriber dies or is otherwise no longer eligible as a subscriber
  - In the case of a collectively bargained plan, the employer fails to meet the terms of an applicable collective bargaining agreement or to employ employees covered by a collective bargaining agreement
  - The person becomes eligible for Medicare. This does not affect the eligibility of family members who are not eligible for Medicare.
- For a spouse when their marriage to the subscriber is annulled, or when they becomes legally separated or divorced from the subscriber
- For a child when they cannot meet the requirements for dependent coverage shown under the **Who Is Eligible For Coverage?** section.

The subscriber must promptly notify the Group when an enrolled family member is no longer eligible to be enrolled as a dependent under this plan.

### PLAN TERMINATION

No rights are vested under this plan. The Group is not required to keep the plan in force for any length of time. The Group reserves the right to change or terminate this plan, in whole or in part, at any time with no liability. Plan changes are made as described in **Changes In Coverage** in this booklet. If the plan were to be terminated, you would only have a right to benefits for covered care you receive before the plan's end date.

## HOW DO I CONTINUE COVERAGE?

Coverage may continue beyond the limiting age (shown under **Dependent Eligibility**) for a dependent child who can't support themselves because of a developmental or physical disability. The child will continue to be eligible if all the following are met:

- The child became disabled before reaching the limiting age
- The child is incapable of self-sustaining employment by reason of developmental or physical disability and is chiefly dependent upon the subscriber for support and maintenance
- The subscriber is covered under this plan
- The child's required charges, if any, continue to be paid
- Within 31 days of the child reaching the limiting age, the subscriber furnishes the Group with a Request for Certification of Disabled Dependent form. The Group must approve the request for certification for coverage to continue.
- The subscriber provides us with proof of the child's disability and dependent status when requested. Proof will not be requested more often than once a year after the 2-year period following the child's attainment of the limiting age.

### COBRA

When group coverage is lost because of a "qualifying event" shown below, federal laws and regulations known as "COBRA" require the Group to offer qualified members an election to continue their group coverage for a limited time. Under COBRA, a qualified member must apply for COBRA coverage within a certain time period and may also have to pay a monthly charge for it.

The plan will provide qualified members with COBRA coverage under this plan when COBRA's enrollment and payment requirements are met. But, coverage is provided only to the extent that COBRA requires and is subject to the other terms and limitations of this plan. The Group, **not us**, is responsible for all notifications and other duties assigned by COBRA to the "plan administrator" within COBRA's time limits.

The following summary of COBRA coverage is taken from COBRA. Members' rights to this coverage and obligations under COBRA automatically change with further amendments of COBRA by Congress or interpretations of COBRA by the courts and federal regulatory agencies.

## Qualifying Events And Length Of Coverage

Please contact the Group immediately when one of the qualifying events highlighted below occurs. The continuation periods listed extend from the date of the qualifying event.

Covered domestic partners and their children who don't qualify as dependent children of the subscriber, as stated in **Dependent Eligibility** earlier in this booklet, aren't eligible for COBRA coverage under this plan.

- The Group must offer the covered spouse or children an election to continue coverage for up to 36 consecutive months if their coverage is lost because of 1 of 4 qualifying events:
  - **The subscriber dies.**
  - **The subscriber and spouse legally separate or divorce.**
  - **The subscriber becomes entitled to Medicare.**
  - **A child loses eligibility for dependent coverage.**
- **The Group must offer the retired subscriber and covered dependents an election to continue their retiree coverage if that coverage is lost because the Group filed for bankruptcy.** COBRA also considers coverage to have been lost due to this qualifying event if the retiree group coverage was substantially eliminated at any time between 1 year before the bankruptcy proceeding commenced and 1 year after it commenced.

Under this qualifying event, the retired subscriber may continue coverage for up to the rest of their life. The retired subscriber's covered spouse and children may continue for up to 36 months after the retired subscriber's death or until they lose eligibility as dependents, whichever occurs first. (If the retired subscriber died before the bankruptcy, but their spouse is still covered under this plan when the bankruptcy filing occurred, that surviving spouse may continue coverage for up to the rest of their life.)

## Conditions Of COBRA Coverage

For COBRA coverage to become effective, all of the requirements below must be met:

### You Must Give Notice Of Some Qualifying Events

The plan will offer COBRA coverage only after the Group receives timely notice that a qualifying event has occurred. The subscriber or affected dependent must notify the Group in the event of a divorce, legal separation, or child's loss of eligibility as a dependent.

**If the required notice is not given or is late, the qualified member loses the right to COBRA coverage.** The subscriber or affected dependent has 60 days in which to give notice to the Group. The 60-day notice period starts on the **later** of: 1) the date of the qualifying event, or 2) the date the qualified member would lose coverage as a result of the event.

**Important Note: The Group must tell you where to direct your notice and any other procedures that you must follow. If the Group informs you of its notice procedures after the notice period start date above for your qualifying event, the notice period will not start until the date you're informed by the Group.**

The Group must notify qualified members of their rights under COBRA. If the Group has named a third party as its plan administrator, the plan administrator is responsible to notify members on behalf of the group. In such cases, the Group has 30 days in which to notify its plan administrator of a loss of retiree coverage because the Group filed for bankruptcy. The plan administrator then has 14 days after it receives notice of a qualifying event from a qualified member as stated above or from the Group in which to notify qualified members of their COBRA rights.

If the Group itself is the plan administrator, it has more than 14 days in which to give notice for certain qualifying events. The Group must furnish the notice required because of a loss of retiree coverage because the Group filed for bankruptcy no later than 44 days after the **later** of 1) the date of the qualifying event, or 2) the date coverage would end in the absence of COBRA. For all other qualifying events, the 14-day notice time limit applies.

## You Must Enroll And Pay On Time

- You must elect COBRA coverage no more than 60 days after the **later** of 1) the date coverage was to end because of the qualifying event, or 2) the date you were notified of your right to elect COBRA coverage. Each qualified member will have an independent right to elect COBRA coverage. Subscribers may elect COBRA coverage on behalf of their spouses, and parents may elect COBRA coverage on behalf of their children.

If you're not notified of your right to elect COBRA coverage within the time limits above, you must elect COBRA coverage no more than 60 days after the date coverage was to end because of the qualifying event in order for COBRA coverage to become effective under this plan. If you're not notified of your right to elect COBRA coverage within the time limit, and you don't elect COBRA coverage within 60 days after the date coverage ends, we won't be obligated to provide COBRA benefits under this plan. The Group will assume full financial responsibility for payment of any COBRA benefits to which you may be entitled.

- You must send your first subscription charge payment to the Group no more than 45 days after the date you elected COBRA coverage.
- Subsequent subscription charges must be paid to the Group and submitted to us with the Group's regular monthly billings.

## Adding Family Members

Eligible family members may be added after the continuation period begins, but only as allowed under **Special Enrollment** in the **When Does Coverage Begin?** section. Family members added after COBRA begins aren't eligible for further coverage if they later have a qualifying event.

## Keep The Group Informed Of Address Changes

In order to protect your rights under COBRA, you should keep the Group informed of any address changes. It is a good idea to keep a copy, for your records, of any notices you send to the Group.

## When COBRA Coverage Ends

COBRA coverage will end on the last day for which any charge required for it has been paid in the monthly period in which the first of the following occurs:

- The applicable continuation period expires.
- The next monthly payment isn't paid when due or within the 30-day COBRA grace period.
- You become covered under another group health care plan after the date you elect COBRA coverage.
- You become entitled to Medicare after the date you elect COBRA coverage.  
(This doesn't apply to retirees and their dependents who are continuing retiree coverage as a result of a bankruptcy filing.)
- The Group ceases to offer group health care coverage to any employee.

However, even if one of the events above hasn't occurred, COBRA coverage **under this plan** will end on the date that the contract between the Group and us is terminated.

When COBRA coverage under this plan ends, you may be eligible for benefits as described in **Extended Benefits** later in this section.

## If You Have Questions

Questions about your plan or your rights under COBRA should be addressed to the plan contacts provided by the Group. For more information about your rights under federal laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA Web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's Web site.

## EXTENDED BENEFITS

Under the following circumstances, certain benefits of this plan may be extended after your coverage ends for reasons other than as described under **Intentionally False Or Misleading Statements**.

The inpatient benefits of this plan will continue to be available after coverage ends if:

- Your coverage didn't end because of fraud or an intentional misrepresentation of material fact under the terms of the coverage
- You were admitted to a medical facility prior to the date coverage ended
- You remained continuously confined in a medical facility because of the same medical condition for which you were admitted

**Note: Newborns are eligible for Extended Inpatient benefits only if they are enrolled beyond the 3-week period specified in the *Newborn Care* benefit.**

Such continued inpatient coverage will end when the first of the following occurs:

- You're covered under a health plan or contract that provides benefits for your confinement or would provide benefits for your confinement if coverage under this plan did not exist
- You're discharged from that facility or from any other facility to which you were transferred
- Inpatient care is no longer medically necessary
- The maximum benefit for inpatient care in the medical facility has been provided. If the calendar year ends before a calendar year maximum has been reached, the balance is still available for covered inpatient care you receive in the next year. Once it's used up, however, a calendar year maximum benefit will not be renewed.

## **CONTINUATION UNDER USERRA**

The Uniformed Services Employment And Reemployment Rights Act (USERRA) protects the job rights (including enrollment rights on employer-provided health care coverage) of individuals who voluntarily or involuntarily leave employment positions to undertake military service. If you leave your job to perform military service, you have the right to elect to continue existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are re-employed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected illnesses or injuries.

Contact your employer for information on USERRA rights and requirements. You may also contact the U.S. Department of Labor at 1-866-4-USA-DOL or visit its Web site at [www.dol.gov/vets](http://www.dol.gov/vets). An online guide to USERRA can be viewed at [webapps.dol.gov/elaws/vets/userral/](http://webapps.dol.gov/elaws/vets/userral/).

## **MEDICARE SUPPLEMENT COVERAGE**

If you're enrolled in Parts A and B of Medicare, you may be eligible for guaranteed-issue coverage under certain Medicare supplement plans. You must apply within 63 days of losing coverage under this plan.

## **HOW DO I FILE A CLAIM?**

### **Claims Other Than Prescription Drug Claims**

Many providers will submit their bills to us directly. However, if you need to submit a claim to us, follow these simple steps:

#### **Step 1**

Complete a Subscriber Claim Form. A separate Subscriber Claim Form is necessary for each patient and each provider. You can order extra Subscriber Claim Forms by calling customer service.

#### **Step 2**

Attach the itemized bill. The itemized bill must contain all of the following information:

- Names of the subscriber and the member who incurred the expense
- Identification numbers for both the subscriber and the Group (these are shown on the subscriber's identification card)
- Name, address and IRS tax identification number of the provider
- Information about other insurance coverage

- Date of onset of the illness or injury
- Diagnosis or diagnosis code from the most current edition of the **International Classification of Diseases** manual.
- Procedure codes from the most current edition of the **Current Procedural Terminology** manual, the **Healthcare Common Procedure Coding** manual, or the **American Dental Association Current Dental Terminology** manual for each service
- Dates of service and itemized charges for each service rendered
- If the services rendered are for treatment of an injury, the date, time, location and a brief description of the event

### **Step 3**

If you're also covered by Medicare, and Medicare is primary, you must attach a copy of the "Explanation of Medicare Benefits."

### **Step 4**

Check that all required information is complete. Bills received won't be considered to be claims until all necessary information is included.

### **Step 5**

Sign the Subscriber Claim Form in the space provided.

### **Step 6**

Mail your claims to us at the mailing address shown on the back cover of this booklet.

### **Prescription Drug Claims**

To make a claim for covered prescription drugs, please follow these steps:

#### **Participating Pharmacies**

For retail pharmacy purchases, you don't have to send us a claim. Just show your Premera Blue Cross ID card to the pharmacist, who will bill us directly. If you don't show your ID card, you'll have to pay the full cost of the prescription and submit the claim yourself.

For mail-order pharmacy purchases, you don't have to send us a claim, but you'll need to follow the instructions on the order form and submit it to the address printed on the form. Please allow up to 14 days for delivery.

#### **Non-Participating Pharmacies**

You'll have to pay the full cost for new prescriptions and refills purchased at these pharmacies. You'll need to fill out a prescription drug claim form, attach your prescription drug receipts and submit the information to the address shown on the claim form.

If you need a supply of participating mail-order pharmacy order forms or prescription drug claim forms, contact our customer service department at the numbers shown the back cover of this booklet.

### **Timely Filing**

You should submit all claims within 90 days of the start of service or within 30 days after the service is completed. We must receive claims:

- Within 365 days of discharge for hospital or other medical facility expenses, or within 365 days of the date the expenses were incurred for any other services or supplies
- For members who have Medicare, within 90 days of the process date shown on the Explanation of Medicare Benefits, whichever is greater

The plan won't provide benefits for claims we receive after the later of these 2 dates except when required by law.

## Special Notice About Claims Procedure

We'll make every effort to process your claims as quickly as possible. We process claims in the order in which we receive them. We'll tell you if this plan won't cover all or part of the claim no later than 30 days after we first receive it. This notice will be in writing. We can extend the time limit by up to 15 days if it's decided that more time is needed due to matters beyond our control. We'll let you know before the 30-day time limit ends if we need more time. If we need more information from you or your provider in order to decide your claim, we'll ask for that information in our notice and allow you or your provider at least 45 days to send us the information. In such cases, the time it takes to get the information to us doesn't count toward the decision deadline. Once we receive the information we need, we have 15 days to give you our decision.

If your claim was denied, in whole or in part, our written notice (see **Notices**) will include:

- The reasons for the denial and a reference to the provisions of this plan on which it's based
- A description of any additional information needed to reconsider the claim and why that information is needed
- A statement that you have the right to appeal our decision
- A description of the plan's complaint and appeal processes

If there were clinical reasons for the denial, you'll receive a letter stating these reasons.

At any time, you have the right to appoint someone to pursue the claim on your behalf. This can be a doctor, lawyer or a friend or relative. You must notify us in writing and give us the name, address and telephone number where your appointee can be reached.

If all you have to pay is a copay for a covered service or supply, it is not considered a claim for benefits. However, you always have the right to get a paper copy of your explanation of benefits for the service or supply. You can call customer service. The phone number is on the back cover of your booklet and on your Premera ID card. Or, you can visit our website for secure online access to your claims. If your claim is denied in whole or in part, you may send us a complaint or appeal as outlined under **Complaints And Appeals**.

## COMPLAINTS AND APPEALS

If at any time you have questions regarding your healthcare, you may contact customer service for assistance. They are here to serve you and answer questions.

If you disagree with a decision we made or feel dissatisfied, and would like us to formally review your concerns, you can file a complaint or appeal with Premera.

### What is a Complaint?

Other than denial of payment for medical services or nonprovision of medical services, a complaint is when you are not satisfied with customer service, quality, or access to medical service, and you want to share it with Premera.

### How to file a complaint

**Call** customer service at 800-722-1471 (TTY:711)

**Send a fax** to 425-918-5592

### Send the details in writing to:

Premera Blue Cross

PO Box 91102

Seattle, WA 98111-9202

For complaints received in writing, we will send a written response within 30 days.

### What is an Appeal?

An appeal is a request to review a specific decision or an adverse benefit determination Premera has made.

An adverse-benefit determination means a decision to deny, reduce, terminate or a failure to provide or to make payment, in whole or in part for services. This includes:

- A member's or applicant's eligibility to be or stay enrolled in this plan or health insurance coverage
- A limitation on otherwise covered benefits
- A clinical review decision

- A decision that a service is experimental, investigative, not medically necessary or appropriate, or not effective
- A decision related to compliance with protection against balance billing as defined by federal and state law.

**WHAT YOU CAN APPEAL**

<b>Claims and Prior Authorization</b>	Payment	Benefits or charges were not applied correctly, including a limit or restriction on otherwise covered benefits.
	Denied	Coverage of your service, supply, device or prescription was denied or partially denied. This includes prior authorization denials.

**APPEAL LEVELS**

You have the right to two levels of appeals:

<b>Appeal Level</b>	<b>What it means</b>	<b>Deadline to appeal</b>
<b>Level 1 (Internal)</b>	This is your first appeal. Premera will review your appeal.	180 days from the date you were notified of our decision.
<b>Level 2 (Internal)</b>	If we deny your Level 1 appeal, you can appeal a second time. Premera will review your appeal.	60 days from the date you were notified of our Level 1 appeal decision.
<b>External</b>	<p>If we deny your Level 2 appeal, you can ask for an Independent Review Organization (IRO) to review your appeal.</p> <p>OR</p> <p>You can ask for an IRO review if Premera has not made a decision by the deadline for the Level 1 appeal. There is no cost to you for an external appeal.</p>	<p>Four months from the date you were notified of our Level 2 appeal decision.</p> <p>OR</p> <p>Four months from the date the response to your Level 1 appeal was due, if you did not get a response or it was late.</p>

<b>Step 1. Get the form</b>	<ul style="list-style-type: none"> <li>• Complete the <b>Member Appeal Form</b>, you can find it on <b>premera.com</b> or call customer service to request a copy.</li> </ul> <p>If you need help submitting an appeal, or would like a copy of the appeals process, call customer service at 800-722-1471 (TTY:711)</p>
<b>Step 2. Collect supporting documents</b>	<ul style="list-style-type: none"> <li>• Collect any supporting documents that may help with your appeal. This may include chart notes, medical records, or a letter from your doctor. Within 3 working days, we will confirm in writing that we have your request.</li> <li>• If you would like someone to appeal on your behalf, including your provider, complete a <b>Member Appeal Form</b> with authorization, you can find it on <b>premera.com</b>. We can't release your information without this form.</li> </ul>

<b>Step 3. Send in my appeal</b>	<p>To help process your appeal, be sure to complete the form and return with any supporting documents.  <b>Send your documents to:</b>          Premera Blue Cross          Attn: Appeals Coordinator          PO Box 91102          Seattle, WA 98111-9202          Fax to 425-918-5592</p>
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**Note: You may also call customer service to verbally submit an appeal.**

If you would like to review the information used for your appeal, send us a request in writing to:

**Premera Blue Cross**  
**Attn: Appeals Coordinator**  
 PO Box 91102  
 Seattle, WA 98111  
 Fax: 425-918-5592

**Appeal Response Time Limits**

We'll review your appeal and send a decision in writing within the time limits below. The timeframes are based on what the appeal is about, not the appeal level. At each level, Premera representatives who have not reviewed the case before will review and make a decision. Medical review denials will be reviewed by a medical specialist.

<b>Type of appeal</b>	<b>When to expect a response</b>
Urgent appeals	No later than 72 hours. We will call, fax, or email you with the decision, and follow up in writing
Pre-service appeals (a decision made by us before you received services)	Within 15 days
All other appeals	15-30 days

**IF WE NEED MORE TIME**

Except for urgent appeals, we can extend the time limits. We will notify you, if for good cause, more time is needed. An extension cannot delay the decision beyond 30 days without your informed written consent.

**WHAT IF YOU HAVE ONGOING CARE**

Ongoing care is continuous treatment you are currently receiving, such as residential care, care for a chronic condition, inpatient care and rehabilitation.

If you appeal a decision that affects ongoing care because we've determined the care is no longer medically necessary, the plan will continue to cover your care during the appeal period. This continued coverage during the appeal period does not mean that the care is approved. If our decision is upheld, you must repay all amounts the plan paid for ongoing care during the appeal review.

**WHAT IF IT'S URGENT**

If your condition is urgent, you will get our response sooner. Urgent appeals are only available for services you are currently receiving or have not yet received.

Examples of urgent situations are:

- Your life or health is in serious danger, or a delay in treatment would cause you to be in severe pain that you cannot bear, as determined by our medical professionals or your treating physician
- You are requesting coverage for inpatient or emergency care that you are currently receiving

If your situation is urgent, you may ask for an expedited external appeal at the same time you request an expedited internal appeal.

**HOW TO ASK FOR AN EXTERNAL REVIEW**

External reviews will be done by an Independent Review Organization (IRO).

<p><b>Step 1. Get the form</b></p>	<p><b>We'll tell you about your right to an external review with the written decision of your internal appeal.</b></p> <ul style="list-style-type: none"> <li>• Complete the Independent Review Organization (IRO) Request form, you can find it on <b>premera.com</b> or call customer service to request a copy. You may also write to us directly to ask for an external appeal.</li> </ul>
<p><b>Step 2. Collect supporting documents</b></p>	<ul style="list-style-type: none"> <li>• Collect any supporting documents that may help with your external review. This may include medical records and other information.</li> <li>• We'll forward your medical records and other information to the Independent Review Organization (IRO). We will notify you which IRO was selected to review your appeal. If you have additional information on your appeal, you may send it to the IRO directly within five business days.</li> </ul>
<p><b>Step 3. Send in my external review request</b></p>	<p>To help process your external review, be sure to complete the form and return with any supporting documents.</p> <p><b>Send your documents to:</b>          Premera Blue Cross           Attn: Appeals Coordinator           PO Box 91102           Seattle, WA 98111-9202           Fax to 425-918-5592</p>

**Note: You may also call customer service to verbally submit an external review request.**

**External appeals are also available for decisions related to Premera's compliance with protections against balance billing in accordance with federal and state law.**

**ONCE THE IRO DECIDES**

For urgent appeals, the IRO will inform you and us immediately.

Premera will accept the IRO decision.

If the IRO:

- Reverses our decision, we will apply their decision quickly.
- Stands by our decision, there is no further appeal. However, you may have other steps you can take under state or federal law, such as filing a lawsuit.

If you have questions about a denial of a claim or your appeal rights, you may call customer service at the number listed on your Premera ID card.

You also have the right to file suit in federal court if you're not satisfied with the outcome of the Level II appeal.

## **OTHER INFORMATION ABOUT THIS PLAN**

This section tells you about how this plan is administered. It also includes information about federal and state requirements we and the Group must follow and other information that must be provided.

### **Conformity With The Law**

If any provision of the plan or any amendment thereto is deemed to be in conflict with applicable state or federal laws or regulations, upon discovery of such conflict the plan will be administered in conformance with the requirements of such laws and regulations as of their effective date.

### **Evidence Of Medical Necessity**

We have the right to require proof of medical necessity for any services or supplies you receive before benefits under this plan are provided. This proof may be submitted by you, or on your behalf by your health care providers. No benefits will be available if the proof isn't provided or acceptable to the plan.

### **Healthcare Providers — Independent Contractors**

All healthcare providers who provide services and supplies to a member do so as independent contractors. None of the provisions of this plan or the contract between Premera Blue Cross and the Group are intended to create, nor shall they be deemed or construed to create, any employment or agency relationship between us and the provider of service other than that of independent contractors.

### **Intentionally False Or Misleading Statements**

If this plan's benefits are paid in error due to a member's or provider's commission of fraud or providing any intentionally false or misleading statements, the plan is entitled to recover these amounts. See the **Right Of Recovery** provision later in this section.

And, if a member commits fraud or makes any intentionally false or misleading statements on any application or enrollment form that affects the member's acceptability for coverage, we may, as directed by the Group:

- Deny the member's claim
- Reduce the amount of benefits provided for the member's claim
- Void the member's coverage under this plan (void means to cancel coverage back to its effective date, as if it had never existed at all)

**Note:** we cannot void your coverage based on a misrepresentation you made unless you have performed an act or practice that constitutes fraud; or made an intentional misrepresentation of material fact that affects your acceptability for coverage.

### **Member Cooperation**

You're under a duty to cooperate with us and the Group in a timely and appropriate manner in our administration of benefits. You're also under a duty to cooperate with us and the Group in the event of a lawsuit.

### **Newborn's and Mother's Health Protection Act**

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable.) In any case, group health plans and health insurance issuers may not, under federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of the 48 hours (or 96 hours as applicable.)

### **Notice Of Information Use And Disclosure**

We may collect, use, or disclose certain information about you. This protected personal information (PPI) may include health information, or personal data such as your address, telephone number or Social Security number.

We may receive this information from, or release it to, health care providers, insurance companies, or other sources.

This information is collected, used or disclosed for conducting routine business operations such as:

- Underwriting and determining your eligibility for benefits and paying claims. (Genetic information is not collected or used for underwriting or enrollment purposes.)
- Coordinating benefits with other health care plans
- Conducting care management or quality reviews
- Fulfilling other legal obligations that are specified under the plan and our administrative service contract with the Group

This information may also be collected, used or disclosed as required or permitted by law

To safeguard your privacy, we take care to ensure that your information remains confidential by having a company confidentiality policy and by requiring all employees to sign it.

If a disclosure of PPI isn't related to a routine business function, we remove anything that could be used to easily identify you or we obtain your prior written authorization.

You have the right to request inspection and /or amendment of records retained by us that contain your PPI. Please contact our customer service department and ask a representative to mail a request form to you.

### **Notice Of Other Coverage**

As a condition of receiving benefits under this plan, you must notify us of:

- Any legal action or claim against another party for a condition or injury for which the plan provides benefits; and the name and address of that party's insurance carrier
- The name and address of any insurance carrier that provides:
  - Personal injury protection (PIP)
  - Underinsured motorist coverage
  - Uninsured motorist coverage
  - Any other insurance under which you are or may be entitled to recover compensation
- The name of any group or individual insurance plans that cover you

### **Notices**

Any notice we're required to submit to the Group or subscriber will be considered to be delivered if it's mailed to the Group or subscriber at the most recent address appearing on our records. We'll use the date of postmark in determining the date of our notification. If you are required to submit notice to us, it will be considered delivered 3 days after the postmark date, or if not postmarked, the date we receive it.

### **Right Of Recovery**

On behalf of the plan, we have the right to recover amounts the plan paid that exceed the amount for which the plan is liable. Such amounts may be recovered from the subscriber or any other payee, including a provider. Or, such amounts may be deducted from future benefits of the subscriber or any of their dependents (even if the original payment wasn't made on that member's behalf) when the future benefits would otherwise have been paid directly to the subscriber or to a provider that does not have a contract with us.

### **Right To And Payment Of Benefits**

Benefits of this plan are available only to members. Except as required by law, the plan won't honor any attempted assignment, garnishment or attachment of any right of this plan. In addition, members may not assign a payee for claims, payments or any other rights of this plan.

At our option only, we have the right to direct the benefits of this plan to:

- The subscriber
- A provider

- Another health insurance carrier
- The member
- Another party legally entitled under federal or state medical child support laws
- Jointly to any of the above

Payment to any of the above satisfies the plan's obligation as to payment of benefits.

### **Venue**

All suits or legal proceedings brought against us, the plan, or the Group by you or anyone claiming any right under this plan must be filed:

- Within 3 years of the date the rights or benefits claimed under this plan were denied in writing, or of the completion date of the independent review process if applicable; and
- In the state of Washington or the state where you reside or are employed.

All suits or legal or arbitration proceedings brought by the plan will be filed within the appropriate statutory period of limitation, and you agree that venue, at the plan's option, will be in King County, the state of Washington.

## **DEFINITIONS**

The terms listed throughout this section have specific meanings under this plan.

### **Accidental Injury**

Physical harm caused by a sudden, unexpected event at a certain time and place. Accidental injury does not mean any of the following:

- An illness, except for infection of a cut or wound
- Dental injuries caused by biting or chewing
- Over-exertion or muscle strains

### **Adverse Benefit Determination**

An adverse benefit determination means a decision to deny, reduce, terminate or a failure to provide or to make payment, in whole or in part for services. This includes

- A member's or applicant's eligibility to be or stay enrolled in this plan or health insurance coverage
- A limitation on otherwise covered benefits
- A clinical review decision
- A decision that a service is experimental, investigative, not medically necessary or appropriate, or not effective
- A decision related to compliance with protection against balance billing as defined by federal and state law.

### **Affordable Care Act**

The Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152).

### **Allowable Charge**

This plan provides benefits based on the allowable charge for covered services. We reserve the right to determine the amount allowed for any given service or supply unless otherwise specified in the Group's administrative services agreement with us. The allowable charge is described below. There are different rules for dialysis due to end-stage renal disease and for emergency services. These rules are shown below the general rules.

### **General Rules**

#### **Providers In Washington and Alaska Who Have Agreements With Us**

For any given service or supply, the amount these providers have agreed to accept as payment in full pursuant to the applicable agreement between us and the provider. These providers agree to seek payment from us when they furnish covered services to you. You'll be responsible only for any applicable calendar year

deductibles, copays, coinsurance, charges in excess of the stated benefit maximums and charges for services and supplies not covered under this plan.

Your liability for any applicable calendar year deductibles, coinsurance, copays and amounts applied toward benefit maximums will be calculated on the basis of the allowable charge.

- **Providers Outside The Service Area Who Have Agreements With Other Blue Cross Blue Shield Licensees**

For covered services and supplies received outside the service area, allowable charges are determined as stated in the *What Do I Do If I'm Outside Washington And Alaska* section (*Out-Of-Area Care*) in this booklet.

- **Providers Who Don't Have Agreements With Us Or Another Blue Cross Blue Shield Licensee**

Except as stated below, the allowable charge for providers in the service area that don't have a contract with us is the least of the three amounts shown below. The allowable charge for providers outside Washington or Alaska that don't have a contract with us or the local Blue Cross and/or Blue Shield Licensee is also the least of the three amounts shown below.

- An amount that is no less than the lowest amount the plan pays for the same or similar service from a comparable provider that has a contracting agreement with us
- 125% of the fee schedule determined by the Centers for Medicare and Medicaid Services (Medicare), if available
- The provider's billed charges. Note: Ambulances are always paid based on billed charges.

If applicable law requires a different allowable charge than the least of the three amounts above, this plan will comply with that law.

### **Non-Emergency Services Protected From Surprise Billing**

A different rule applies to certain services from a non-network provider at an in-network hospital or outpatient surgery center in Washington. The services are surgery, anesthesia, pathology, radiology, laboratory, and hospitalist care. For these services, the allowable charge is the median in-network rate for the same or similar service in the same or similar geographic area.

### **Dialysis Due To End Stage Renal Disease**

- **Providers Who Have Agreements With Us Or Other Blue Cross Blue Shield Licensees**

The allowable charge is the amount explained above in this definition.

- **Providers Who Don't Have Agreements With Us Or Another Blue Cross Blue Shield Licensee**

- The amount the plan allows for dialysis during Medicare's waiting period will be no less than 125% of the Medicare-approved amount and no more than 90% of billed charges.
- The amount the plan allows for dialysis after Medicare's waiting period is 125% of the Medicare-approved amount, even when a member who is eligible for Medicare does not enroll in Medicare.

See the Dialysis benefit for more details

### **Emergency Care**

Consistent with the requirements of the Affordable Care Act, the allowable charge for non-network providers will be the greatest of the following amounts:

- The median amount that Global network providers have agreed to accept for the same services
- The amount Medicare would allow for the same services
- The amount calculated by the same method the plan uses to determine payment to out-of-network providers

You do not have to pay amounts over the allowed amount for emergency care from non-contracted providers in Washington, Oregon, or Idaho.

If the non-contracted provider is not in Washington, Oregon or Idaho, you will be responsible for charges received from out-of-network providers above the allowable charge along with your deductible, copays and coinsurance.

Note: Non-contracted ambulances are always paid based on billed charges.

If you have questions about this information, please call us at the number listed on your Premera Blue Cross ID card.

### **Ambulatory Surgical Center**

A healthcare facility that's licensed or certified as required by the state it operates in and that meets all of the following:

- It has an organized staff of physicians
- It has permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures
- It doesn't provide inpatient services or accommodations

### **Applied Behavioral Analysis (ABA)**

The design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, including direct observation, measurement and functional analysis of the relationship between environment and behavior to produce socially significant improvement in human behavior or to prevent the loss of an attained skill or function.

### **Autism Spectrum Disorders**

Pervasive developmental disorders or a group of conditions having substantially the same characteristics as pervasive developmental disorders, as defined in the current Diagnostic and Statistical Manual (DSM) published by the American Psychiatric Association, as amended or reissued from time to time.

### **Benefit**

What this plan provides for a covered service. The benefits you get are subject to this plan's cost shares.

### **Benefit Booklet**

Benefit booklet describes the benefits, limitations, exclusions, eligibility and other coverage provisions included in this plan and is part of the entire contract.

### **Calendar Year**

The period of 12 consecutive months that starts each January 1 at 12:01 a.m. and ends on December 31 at midnight.

### **Clinical Trials**

An approved clinical trial means a scientific study using human subjects designed to test and improve prevention, diagnosis, treatment, or palliative care of cancer, or the safety and effectiveness of a drug, device, or procedure used in the prevention, diagnosis, treatment, or palliative care, if the study is approved by one of the following:

- An institutional review board that complies with federal standards for protecting human research subjects and
- One or more of the following:
  - The United States Department of Health and Human Services, National Institutes of Health, or its institutes or centers
  - The United States Department of Health and Human Services, United States Food and Drug Administration (FDA)
  - The United States Department of Defense
  - The United States Department of Veterans' Affairs
  - A nongovernmental research entity abiding by current National Institute of Health guidelines

### **Community Mental Health Agency**

An agency that's licensed as such by the state of Washington to provide mental health treatment under the supervision of a physician or psychologist.

## **Complication of Pregnancy**

A medical condition related to pregnancy or childbirth that falls into one of these three categories:

- A condition of the fetus that needs surgery while still in the womb (in utero)
- A condition the mother has that is caused by the pregnancy. It is more difficult to treat because of the pregnancy. These conditions are limited to:
  - Ectopic pregnancy
  - Hydatidiform mole/molar pregnancy
  - Incompetent cervix that requires treatment
  - Complications of administration of anesthesia or sedation during labor or delivery
  - Obstetrical trauma, such as uterine rupture before onset or during labor
  - Hemorrhage before or after delivery that requires medical or surgical treatment
  - Placental conditions that require surgical intervention
  - Preterm labor and monitoring
  - Toxemia
  - Gestational diabetes
  - Hyperemesis gravidarum
  - Spontaneous miscarriage or missed abortion
  - A disease the mother has during pregnancy that is not caused by the pregnancy. The disease is made worse by pregnancy.
- A complication of pregnancy needs services that are more than the usual maternity services. This includes care before, during, and after birth (normal or cesarean).

## **Congenital Anomaly**

A marked difference from the normal structure of an infant's body part that's present from birth.

## **Cosmetic Services**

Services that are performed to reshape normal structures of the body in order to improve or alter your appearance and not primarily to restore an impaired function of the body.

## **Cost share**

The part of healthcare costs that you have to pay. These are deductibles, coinsurance, and copayments.

## **Covered Service**

A service, supply or drug that is eligible for benefits under the terms of this Plan.

## **Custodial Care**

Any portion of a service, procedure or supply that is provided primarily:

- For ongoing maintenance of the member's health and not for its therapeutic value in the treatment of an illness or injury
- To assist the member in meeting the activities of daily living. Examples are help in walking, bathing, dressing, eating, preparation of special diets, and supervision over self-administration of medication not requiring constant attention of trained medical personnel

## **Detoxification**

Active medical management of medical conditions due to substance intoxication or substance withdrawal. Active medical management means repeated physical examination appropriate to the substance taken, repeated vital sign monitoring, and use of medication to manage intoxication or withdrawal. Observation without active medical management, or any service that is claimed to be detoxification but does not include active medical management, is not detoxification.

## **Doctor (also called “Physician”)**

A state-licensed:

- Doctor of Medicine and Surgery (MD)
- Doctor of Osteopathy (DO)

In addition, professional services provided by one of the following types of providers will be covered under this plan, but only when the provider is providing a service within the scope of their state license; providing a service or supply for which benefits are specified in this plan; and providing a service for which benefits would be payable if the service were provided by a physician as defined above:

- Chiropractor (DC)
- Dentist (DDS or DMD)
- Optometrist (OD)
- Podiatrist (DPM)
- Psychologist
- Nurse (RN and ARNP) licensed in Washington state

## **Donor Human Milk**

Human milk that has been contributed to a milk bank by one or more donors.

## **Drug Benefits Manager**

An entity that contracts with us to administer prescription drug benefits under this plan.

## **Effective Date**

The date when your coverage under this plan begins.

## **Emergency Medical Condition (also called "Emergency")**

A medical condition, mental health, or substance use disorder condition which manifests itself by acute symptoms of sufficient severity, including, but not limited to, severe pain or emotional distress, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate attention to result in 1) placing the health of the individual (or with respect to a pregnant member, the member's health or the unborn child) in serious jeopardy; 2) serious impairment to bodily functions; or 3) serious dysfunction of any bodily organ or part.

Examples of an emergency medical condition are severe pain, suspected heart attacks and fractures. Examples of a non-medical emergency are minor cuts and scrapes.

## **Emergency Services**

- A medical screening examination to evaluate an emergency that is within the capability of the emergency department of a hospital, including ancillary services given in an emergency department. Emergency services are also provided by a behavioral health emergency service provider, including a crisis stabilization unit, triage facility, mobile rapid response crisis team, and an agency certified by the Department of Health.
- Examination and treatment as required to stabilize a patient to the extent the examination and treatment are within the capability of the staff and facilities available at a hospital. Stabilize means to provide medical, mental health, or substance use disorder treatment necessary to ensure that, within reasonable medical probability, no material deterioration of an emergency condition is likely to occur during or to result from the transfer of the patient from a facility; and for a pregnant member in active labor, to perform the delivery.
- Ambulance transport, as needed, in support of the services above.

## **Experimental/Investigative Services**

A treatment, procedure, equipment, drug, drug usage, medical device or supply that meets one or more of the following criteria:

- A drug or device which cannot be lawfully marketed without the approval of the U.S. Food and Drug Administration and does not have approval on the date the service is provided.
- It is subject to oversight by an Institutional Review Board.
- There is no reliable evidence showing that the service is effective, in clinical diagnosis, evaluation, management or treatment of the condition.
- It is the subject of ongoing clinical trials to determine its maximum tolerated dose, toxicity, safety or efficacy.
- Evaluation of reliable evidence shows that more research is necessary before the service can be classified as equally or more effective than conventional therapies

Reliable evidence means only published reports and articles in authoritative medical and scientific literature, and assessments and coverage recommendations published by the Blue Cross Blue Shield Association Technical Evaluation Center (TEC).

## **Explanation of Benefits**

An explanation of benefits is a statement that shows what you will owe and what we will pay for healthcare services received. It's not a bill.

## **Facility (Medical Facility)**

A hospital, skilled nursing facility, approved treatment facility for substance use disorder, state-approved institution for treatment of mental or psychiatric conditions, or hospice. Not all health care facilities are covered under this contract.

## **Group**

The entity that sponsors this self-funded plan.

## **Health Care Benefit Managers**

Health Care Benefit Managers (HCBM): A person or entity that specializes in managing certain services for a health carrier or employee benefits programs. An HCBM may also make determinations for utilization of benefits and prior authorization for health care services, drugs, and supplies. These include pharmacy, radiology, laboratory, and mental health benefit managers.

## **Home Health Agency**

An organization that provides covered home health care services to a member.

## **Home Medical Equipment (HME)**

Equipment ordered by a healthcare provider for everyday or extended use to treat an illness or injury. HME may include: oxygen equipment, wheelchairs or crutches. This is also sometimes known as "Durable Medical Equipment" or "DME".

## **Hospice**

A facility or program designed to provide a caring environment for supplying the physical and emotional needs of the terminally ill.

## **Hospital**

A healthcare facility that meets all of these criteria:

- It operates legally as a hospital in the state where it is located.
- It has facilities for the diagnosis, treatment and acute care of injured and ill persons as inpatients.
- It has a staff of providers that provides or supervises the care.
- It has 24-hour nursing services provided by or supervised by registered nurses.

A facility is not considered a hospital if it operates mainly for any of the purposes below:

- As a rest home, nursing home, or convalescent home
- As a residential treatment center; or health resort
- To provide hospice care for terminally ill patients
- To care for the elderly
- To treat substance use disorder conditions or tuberculosis

### **Illness**

A sickness, disease, medical condition.

### **Injury**

Physical harm caused by a sudden event at a specific time and place. It's independent of illness, except for infection of a cut or wound.

### **Inpatient**

Confined in a medical facility as an overnight bed patient.

### **Lifetime Maximum**

The maximum amount that your insurance benefit will provide during your lifetime.

### **Long-term Care Facility**

A nursing facility licensed under chapter 18.51 RCW, continuing care retirement community defined under RCW 70.38.025, or assisted living facility licensed under chapter 18.20 RCW.

### **Maternity Care**

Health services you get during pregnancy (before, during, and after birth) or for any condition caused by pregnancy. This includes the time during pregnancy and within 45 days following delivery.

### **Medical Equipment**

Mechanical equipment that can stand repeated use and is used in connection with the direct treatment of an illness or injury. It's of no use in the absence of illness or injury.

### **Medically Necessary and Medical Necessity**

Services a provider, exercising prudent clinical judgment, use with a patient to prevent, evaluate, diagnose or treat an illness or injury or its symptoms. These services must:

- Agree with generally accepted standards of medical practice;
- Be clinically appropriate, in terms of type, frequency, extent, site and duration. They must also be considered effective for the patient's illness, injury or disease.
- Not be mostly for the convenience of the patient, physician, or other health care provider. They do not cost more costly than another service or series of services that are at least as likely to produce equivalent therapeutic or diagnostic results for the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer reviewed medical literature. This published evidence is recognized by the relevant medical community, physician specialty society recommendations and the views of physicians practicing in relevant clinical areas and any other relevant factors.

### **Member (also called "You" and "Your")**

A person covered under this plan as a subscriber.

### **Mental Health Condition**

A condition that is listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM). This does not include conditions and treatments for substance use disorder.

## **Milk Bank**

An organization that engages in the procurement, processing, storage, distribution, or use of human milk contributed by donors.

## **Non-Contracted Provider**

A provider is not in any network of Premera Blue Cross, Premera Blue Cross Blue Shield of Alaska, or the local Blue Cross Blue Shield licensee.

## **Non-Participating Provider**

A provider that is not in one of the provider networks stated in the ***How Providers Affect Your Costs*** section or is not in any network of Premera Blue Cross, Premera Blue Cross Blue Shield of Alaska, or the local Blue Cross Blue Shield licensee.

## **Orthodontia**

The branch of dentistry which specializes in the correction of tooth arrangement problems, including poor relationships between the upper and lower teeth (malocclusion).

## **Orthotic**

A support or brace applied to an existing portion of the body for weak or ineffective joints or muscles, to aid, restore or improve function.

## **Outpatient**

Treatment received in a setting other than an inpatient in a medical facility.

## **Participating Pharmacy (Participating Retail/Participating Mail-Order Pharmacy)**

A licensed pharmacy which contracts with us or our drug benefit manager to provide prescription drug benefits.

## **Pharmacy Benefit Manager**

An entity that contracts with us to administer the ***Prescription Drugs*** benefits under this plan.

## **Plan**

The Group's self-funded plan described in this booklet.

## **Prescription Drugs**

Any medical substance, including biological products, the label of which, under the Federal Food, Drug and Cosmetic Act, as amended, is required to bear the legend: "Caution: Federal law prohibits dispensing without a prescription."

Benefits available under this plan will be provided for "off-label" use, including administration, of prescription drugs for treatment of a covered condition when use of the drug is recognized as effective for treatment of such condition by:

- One of the following standard reference compendia:
  - **The American Hospital Formulary Service-Drug Information**
  - **The American Medical Association Drug Evaluation**
  - **The United States Pharmacopoeia-Drug Information**
  - Other authoritative compendia as identified from time to time by the Federal Secretary of Health and Human Services or the Insurance Commissioner
- If not recognized by one of the standard reference compendia cited above, then recognized by the majority of relevant, peer-reviewed medical literature (original manuscripts of scientific studies published in medical or scientific journals after critical review for scientific accuracy, validity and reliability by independent, unbiased experts)
- The Federal Secretary of Health and Human Services

"Off-label use" means the prescribed use of a drug that's other than that stated in its FDA-approved labeling.

Benefits aren't available for any drug when the U.S. Food and Drug Administration (FDA) has determined its use to be contra-indicated, or for experimental or investigational drugs not otherwise approved for any indication by the FDA.

### **Prior Authorization**

Prior authorization is a process that requires you or a provider to follow before a service is given, to determine if service is a covered and meets the requirements for medical necessity, clinical appropriateness, level of care, or effectiveness. You must ask for prior authorization before the service is delivered.

See **Prior Authorization** for details.

### **Provider**

A health care practitioner or facility that is in a licensed or certified provider category regulated by the state in which the practitioner or facility provides care, and that practices within the scope of such licensure or certification. Also included is an employee or agent of such practitioner or facility, acting in the course of and within the scope of their employment.

Health care facilities that are owned and operated by an agency of the U.S. government are included as required by federal law. Health care facilities owned by the political subdivision or instrumentality of a state are also covered.

Board Certified Behavior Analysts (BCBAs) will be considered health care providers for the purposes of providing applied behavior analysis (ABA) therapy, as long as both of the following are true: 1) They're licensed when required by the State in which they practice, or, if the State does not license behavior analysts, are certified as such by the Behavior Analyst Certification Board, and 2) The services they furnish are consistent with state law and the scope of their license or board certification. Therapy assistants/behavioral technicians/paraprofessionals that do not meet the requirements above will also be covered providers under this plan when they provide ABA therapy and their services are supervised and billed by a BCBA or one of the following state-licensed provider types: psychiatrist, developmental pediatrician, pediatric neurologist, psychiatric nurse practitioner, advanced nurse practitioner, advanced registered nurse practitioner, occupational or speech therapist, psychologist, community mental health agency that is also state-certified to provide ABA therapy.

### **Psychiatric Condition**

A condition listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM). This does not include conditions and treatments for substance abuse disorder.

### **Reconstructive Surgery**

Is surgery:

- That restores features damaged as a result of injury or illness.
- To correct a congenital deformity or anomaly

### **Rehabilitation Therapy**

Rehabilitation therapy services or devices are medical services or devices provided when medically necessary for restoration of bodily or cognitive functions lost due to a medical condition.

Rehabilitation services include physical therapy, and speech-language therapy when provided by a state-licensed or state-certified provider acting within the scope or their license. Therapy performed to maintain a current level of functioning without documentation of significant improvement is considered maintenance therapy and is not a rehabilitative service. Rehabilitative devices may be limited to those that have FDA approval and are prescribed by a qualified provider.

### **Services**

Procedures, surgeries, consultations, advice, diagnosis, referrals, treatment, supplies, drugs, devices, technologies or places of service.

**Service Area**

The area in which we directly operate provider networks. This area is made up of the states of Washington (except Clark County) and Alaska

**Skilled Nursing Care**

Medical care ordered by a physician and requiring the knowledge and training of a licensed registered nurse.

**Skilled Nursing Facility**

A medical facility providing services that require the direction of a physician and nursing supervised by a registered nurse, and that's approved by Medicare or would qualify for Medicare approval if so requested.

**Subscriber**

An enrolled employee or retiree of the Group. Coverage under this plan is established in the subscriber's name.

**Substance Use Disorder Conditions**

They are substance-related disorders included in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. Substance use disorder is an addictive relationship with any drug or alcohol characterized by a physical or psychological relationship, or both, that interferes on a recurring basis with an individual's social, psychological, or physical adjustment to common problems. Substance use disorder does not include addiction to or dependency on tobacco, tobacco products, or foods.

**Urgent Care**

Treatment of unscheduled, drop-in patients who have minor illnesses and injuries. These illnesses or injuries need treatment right away, but they are not life-threatening. Examples are high fevers, minor sprains and cuts, and ear, nose and throat infections. Urgent care is provided at a medical facility that is open to the public and has extended hours.

**We, Us and Our**

Means Premera Blue Cross.



## Where To Send Claims

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### MAIL YOUR CLAIMS TO

Premera Blue Cross  
PO Box 91059  
Seattle, WA 98111-9159

### PRESCRIPTION DRUG CLAIMS

#### Mail Your Prescription Drug Claims To

Express Scripts  
PO Box 14711  
Lexington, KY 40512-4711

#### Contact the Pharmacy Benefit Manager At

800-391-9701  
[www.express-scripts.com](http://www.express-scripts.com)

## Customer Service

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#### Mailing Address

Premera Blue Cross  
PO Box 91059  
Seattle, WA 98111-9159

#### Phone Numbers

Local and toll-free number:  
800-722-1471

#### Physical Address

3900 East Sprague  
Spokane, WA 99202-4895

Local and toll-free TTY number:  
711

## Care Management

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#### Prior Authorization And Emergency Notification

Premera Blue Cross  
PO Box 91059  
Seattle, WA 98111-9159

Local and toll-free number:  
800-722-1471  
Fax: 800-843-1114

## Complaints And Appeals

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Premera Blue Cross  
Attn: Appeals Coordinator  
PO Box 91102  
Seattle, WA 98111-9202  
Fax: (425) 918-5592

### BlueCard

800-810-BLUE(2583)

### Website

Visit our website [www.premera.com](http://www.premera.com) for  
information and secure online access to  
claims information