



Your plan:  
build a business that  
thinks as big as you do

Your plan: PacificSource

**Lane Community College**

Group No.: G0021119  
Preferred 20+500+Rx S3  
Effective: 11/01/2016

11/16/2016 3532096  
PSGCC.OR.LG.0116



**We're in it for the people.**





Welcome to your PacificSource group health plan. Your employer offers this coverage to help you and your family members stay well, and to protect you in case of illness, injury, or disease. Your plan includes a wide range of benefits and services, and we hope you will take the time to become familiar with them.

### ***Using this Handbook***

This handbook will help you understand how your plan works and how to use it. Please read it carefully and thoroughly.

Within this handbook you'll find Member Benefit Summaries for your medical plan and any other health benefits provided under your employer's group health policy. The summaries work with this handbook to explain your plan benefits. The handbook explains the services covered by your plan; the benefit summaries tell you how much your plan pays toward expenses and how much you're responsible for.

If anything is unclear to you, the PacificSource Customer Service staff is available to answer your questions. Please give us a call, visit us on the Internet, or stop by our office. We look forward to serving you and your family.

### ***Governing Law***

This plan must comply with both state and federal law, including required changes occurring after the plan's effective date. Therefore, coverage is subject to change as required by law.

#### **PacificSource Customer Service Department**

Phone (541) 684-5582 or (888) 977-9299

Email [cs@pacificsource.com](mailto:cs@pacificsource.com)

#### **PacificSource Headquarters**

PO Box 7068, Springfield, OR 97475-0068

Phone (541) 686-1242 or (800) 624-6052

#### **Website**

[PacificSource.com](http://PacificSource.com)

*Para asistirle en español, por favor llame el número (800) 624-6052, extensión 5456.*

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**POLICY INFORMATION**

Group Name: Lane Community College  
 Group Number: G0021119  
 Provider Network: PSN

**EMPLOYEE ELIGIBILITY REQUIREMENTS**

Minimum Hour Requirement: 20 hours per week  
 Waiting Period for New Employees: First of the month following date of hire

Annual Deductible	Per Person, Per Calendar Year	Per Family, Per Calendar Year
Participating Providers	\$500	\$1,250
Non-participating Providers	\$1,000	\$2,500
Out-of-Pocket Limit	Per Person, Per Calendar Year	Per Family, Per Calendar Year
Participating Providers	\$2,000	\$4,250
Non-participating Providers	\$3,250	\$7,000

**The member is responsible for the above deductible and the following amounts:**

Service	Participating Providers:	Non-participating Providers:
<b>Preventive Care</b>		
Well baby/Well child care	No charge*	Deductible then 90% co-insurance
Routine physicals	No charge*	Deductible then 90% co-insurance
Well woman visits	No charge*	Deductible then 40% co-insurance
Routine mammograms	No charge*	Deductible then 90% co-insurance
Immunizations	No charge*	Deductible then 90% co-insurance
Routine colonoscopy, age 50-75	No charge*	Deductible then 40% co-insurance
Prostate cancer screening	No charge*	Deductible then 90% co-insurance
<b>Professional Services</b>		
Office and home visits	\$25 co-pay/visit*	Deductible then 40% co-insurance
Naturopath office visit	\$25 co-pay/visit*	Deductible then 40% co-insurance
Specialist office and home visits	\$25 co-pay/visit*	Deductible then 40% co-insurance

Office procedures and supplies	No charge*	Deductible then 40% co-insurance
Surgery	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Outpatient rehabilitation services	Deductible then 20% co-insurance	Deductible then 40% co-insurance
<b>Hospital Services</b>		
Inpatient room and board	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Inpatient rehabilitation services	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Skilled nursing facility care	Deductible then 20% co-insurance	Deductible then 40% co-insurance
<b>Outpatient Services</b>		
Outpatient surgery/services	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Advanced diagnostic imaging	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Diagnostic and therapeutic radiology and lab	Deductible then 20% co-insurance	Deductible then 40% co-insurance
<b>Urgent and Emergency Services</b>		
Urgent care center visits	\$25 co-pay/visit*	Deductible then 40% co-insurance
Emergency room visits - medical emergency	\$100 co-pay/visit plus 20% co-insurance*^	\$100 co-pay/visit plus 20% co-insurance*^
Emergency room visits - non-emergency	\$100 co-pay/visit plus 20% co-insurance*^	\$100 co-pay/visit plus 40% co-insurance*^
Ambulance, ground	Deductible then 20% co-insurance	Deductible then 20% co-insurance
Ambulance, air	Deductible then 20% co-insurance	Deductible then 20% co-insurance+
<b>Maternity Services**</b>		
Physician/Provider services (global charge)	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Hospital/Facility services	Deductible then 20% co-insurance	Deductible then 40% co-insurance
<b>Mental Health/Chemical Dependency Services</b>		
Office visits	\$25 co-pay/visit*	Deductible then 40% co-insurance



Inpatient care	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Residential programs	Deductible then 20% co-insurance	Deductible then 40% co-insurance
<b>Other Covered Services</b>		
Allergy injections	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Durable medical equipment	Deductible then 20% co-insurance	Deductible then 40% co-insurance
Home health care	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Chiropractic manipulations, acupuncture care and massage therapy	Deductible then 20% co-insurance	Deductible then 20% co-insurance
Transplants	Deductible then No charge	Deductible then 40% co-insurance
Infertility	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Temporomandibular Joint	Deductible then 20% co-insurance	Deductible then 40% co-insurance

**This is a brief summary of benefits. Refer to your handbook for additional information or a further explanation of benefits, limitations, and exclusions.**

^Co-pay waived if admitted into hospital.

\* Not subject to annual deductible.

+Please note that non-participating air ambulance coverage is covered at 200% of the Medicare allowable. Contact Customer Service with questions.

\*\* Medically necessary services, medication, and supplies to manage diabetes during pregnancy from conception through six weeks postpartum will not be subject to a deductible, co-payment, or co-insurance.

## Additional Information

### What is the annual deductible?

Your plan's deductible is the amount of money that you pay first, before your plan starts to pay. You'll see that many services, especially preventive care, are covered by the plan without you needing to meet the deductible. The individual deductible applies if you enroll without dependents. If you and one or more dependents enroll, the individual deductible applies for each member only until the family deductible has been met. Deductible expense is applied to the out-of-pocket limit.

Participating provider expense and non-participating provider expense apply together toward your deductible.

### What is the out-of-pocket limit?

The out-of-pocket limit is the most you'll pay for covered medical expenses during the plan year. Once the out-of-pocket limit has been met, the plan will pay 100 percent of covered charges for the rest of that year. The individual out-of-pocket limit applies only if you enroll without dependents. If you and one or more dependents enroll, the individual out-of-pocket limits applies for each member only until the family out-of-pocket limit has been met. Be sure to check your Member Handbook, as there are some charges, such as non-essential health benefits, penalties and balance billed amounts that do not count toward the out-of-pocket limit.

Participating provider expense and non-participating provider expense apply together toward your out-of-pocket limits.

### Annual change in deductible and/or out-of-pocket limit amounts

This plan's deductible and/or out-of-pocket limit amounts may be automatically adjusted upward every January 1 based on the rules set forth by Health and Human Services (HHS).

### Payments to providers

Payment to providers is based on the prevailing or contracted PacificSource fee allowance for covered services. Participating providers accept the fee allowance as payment in full. Non-participating providers are allowed to balance bill any remaining balance that your plan did not cover. Services of non-participating providers could result in out-of-pocket expense in addition to the percentage indicated.

### Preauthorization

Coverage of certain medical services and surgical procedures requires a benefit determination by PacificSource before the services are performed. This process is called 'preauthorization'. Preauthorization is necessary to determine if certain services and supplies are covered under this plan, and if you meet the plan's eligibility requirements. You'll find the most current preauthorization list on our website, PacificSource.com.

This PacificSource health plan includes coverage for prescription drugs and certain other pharmaceuticals, subject to the information below. This prescription drug plan qualifies as creditable coverage for Medicare Part D.

The amount you pay for covered prescriptions at participating and non-participating pharmacies applies toward your plan's participating medical out-of-pocket limit, shown on the Medical Benefit Summary. The co-payment and/or co-insurance for prescription drugs obtained from a participating and non-participating pharmacy are waived during the remainder of a calendar year in which you have satisfied the medical out-of-pocket limit.

### PREVENTIVE CARE DRUGS

Your prescription benefit includes certain outpatient drugs as a preventive benefit at no charge\*. This benefit includes some drugs required by federal health care reform. It also includes specific generic drugs that are taken regularly to prevent a disease or to keep a specific disease or condition from coming back after recovery. Preventive drugs do not include drugs for treating an existing illness, injury or condition. Preventive drugs are not subject to the deductible. You can get a list of covered preventive drugs by calling Customer Service. You can also get this list by visiting our website at [www.pacificsource.com/drug-list](http://www.pacificsource.com/drug-list).

Each time a covered pharmaceutical is dispensed, you are responsible for the amounts below:

	Tier 1: Generic	Tier 2: Preferred	Tier 3: Non-preferred
<b>Participating Retail Pharmacy<sup>^</sup></b>			
Up to a 34 day supply:	\$15 co-pay*	\$30 co-pay*	\$50 co-pay*
<b>Participating Mail Order Pharmacy</b>			
Up to a 90 day supply:	\$15 co-pay*	\$60 co-pay*	\$100 co-pay*
<b>Non-participating Pharmacy</b>			
30 day max fill, no more than three fills allowed per year:	Same as retail		
<b>Tier 4 Specialty Drugs - Participating Specialty Pharmacy</b>			
Up to a 30 day supply:	Same as mail order		
<b>Tier 4 Specialty Drugs - Not filled through Participating Specialty Pharmacy</b>			
30 day max fill, no more than three fills allowed per year:	Same as mail order		
<b>Compound Drugs**</b>			
Up to a 30 day supply:	\$50 co-pay*		

*^Remember to show your PacificSource ID Card each time you fill a prescription at a retail pharmacy.*

*\* Not subject to annual medical deductible.*

*MAC B - Unless the prescribing provider requires the use of a brand name drug, the prescription will automatically be filled with a generic drug when available and permissible by state law. If you receive a brand name drug when a generic is available, you will be responsible for the brand name drug's co-payment and/or co-insurance plus the difference in cost between the brand name drug and its generic equivalent. If your prescribing provider requires the use of a brand name drug, the prescription will be filled with the brand name drug and you will be responsible for the brand name drug's co-payment and/or co-insurance. The cost difference between the brand name and generic drug does not apply toward the medical plan's out-of-pocket limit.*

*\*\*Compounded medications are subject to a Prior Authorization process. Compounds are generally covered only when all commercially available formulary products have been exhausted and compounded ingredients are on the applicable formulary.*

**See your member handbook for important information about your prescription drug benefit, including which drugs are covered, how the tiers work, limitations and more.**

The following shows the vision benefit available under this plan for enrolled members for all vision exams, lenses, and frames when performed or prescribed by a licensed ophthalmologist or licensed optometrist. Co-payment and/or co-insurance for covered charges apply to the medical plan's out-of-pocket limit.

If charges for a service or supply are less than the amount allowed, the benefit will be equal to the actual charge. If charges for a service or supply are greater than the amount allowed, the expense above the allowed amount is the member's responsibility and will not apply toward the member's medical plan deductible or out-of-pocket limit.

### Member Responsibility

Service/Supply	Participating Providers:	Non-participating Providers:
<b>Enrolled Members Age 18 and Younger</b>		
Eye exam	No charge*	No charge* up to \$64.50 maximum then 100% co-insurance
<b>Vision Hardware</b>		
Vision hardware	No charge* for one pair per year for non-collection frames and/or lenses	No charge* for one pair per year up to \$75, then 100% co-insurance for non-collection frames and/or lenses
<b>Enrolled Members Age 19 and Older</b>		
Eye exam	No charge*	No charge* up to \$64.50 maximum then 100% co-insurance
<b>Vision Hardware</b>		
Single vision lenses	No charge*	No charge* up to \$105 maximum then 100% co-insurance
Bifocal lenses	No charge*	No charge* up to \$130 maximum then 100% co-insurance
Trifocal lenses	No charge*	No charge* up to \$150 maximum then 100% co-insurance
Lenticular lenses	No charge*	No charge* up to \$236 maximum then 100% co-insurance
Progressive lenses	No charge* up to \$116 maximum then 100% co-insurance	
Frames	No charge* up to \$125 maximum then 100% co-insurance	

## Contact Lenses (in lieu of glasses)

Contact Lenses (in lieu of glasses)	No charge* up to \$230 maximum then 100% co-insurance
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\* Not subject to annual medical deductible.

### Benefit Limitations: enrolled members age 18 and younger

'Collection' lenses and/or frames refers to brand name hardware when comparable non-brand/non-collection lenses and/or frames are available. Collection glasses (lenses and frames) are not covered.

- One vision exam every calendar year.
- One pair of non-collection glasses (lenses and frames) per calendar year.
- In lieu of eyeglasses, elective contact lens services and materials are covered with the following limitations per calendar year:
  - Standard = 1 contact lens per eye (total 2 lenses); OR
  - Monthly = 6 lenses per eye (total 12 lenses); OR
  - Bi-weekly = 6 lenses per eye (total 12 lenses); OR
  - Dailies = 30 lenses per eye (total 60 lenses).

### Benefit Limitations: enrolled members age 19 and older

- One vision exam every calendar year
- Lenses: One pair every calendar year
- Frames: Once every two calendar years
- Contact lenses: Once every calendar year
- Elective contact lenses are in lieu of frames and lenses

### Exclusions

- Special procedures such as orthoptics or vision training
- Special supplies such as sunglasses (plain or prescription) and subnormal vision aids
- Tint
- Plano contact lenses
- Anti-reflective coating and scratch resistant coatings
- Separate charges for contact lens fitting
- Replacement of lost, stolen, or broken lenses or frames
- Duplication of spare eyeglasses or any lenses or frames
- Nonprescription lenses
- Visual analysis that does not include refraction
- Services or supplies not listed as covered expenses
- Eye exams required as a condition of employment, required by a labor agreement or government

body

- Expenses covered under any worker's compensation law
- Services or supplies received before this plan's coverage begins or after it ends
- Charges for services or supplies covered in whole or in part under any medical or vision benefits provided by the employer
- Medical or surgical treatment of the eye

### **Important information about your vision benefits**

Your PacificSource group health plan includes coverage for vision services. To make the most of those benefits, it's important to keep in mind the following:

#### **Participating Providers**

PacificSource is able to add value to your vision benefits by contracting with vision providers. Those providers offer vision services at discounted rates, which are passed on to you in your benefits.

#### **Paying for Services**

Please remember to show your current PacificSource ID card whenever you use your plan's benefits. Our provider contracts require participating providers to bill us directly whenever you receive covered services and supplies. Providers will verify your vision benefits and then bill us directly. Participating providers should not ask you to pay the full cost in advance. They may only collect your share of the expense up front, such as copayments and amounts over your plan's allowances. If you are asked to pay the entire amount in advance, tell the provider you understand they have a contract with PacificSource and they should bill PacificSource directly.

#### **Sales and Special Promotions**

Vision retailers often use coupons and promotions to bring in new business, such as free eye exams, two-for-one glasses, or free lenses with purchase of frames. Because participating providers already discount their services through their contract with PacificSource, your plan's participating provider benefits cannot be combined with any other discounts or coupons. You can use your plan's participating provider benefits, or you can use your plan's non-participating provider benefits to take advantage of a sale or coupon offer. If you do take advantage of a special offer, the participating provider may treat you as an uninsured customer and require full payment in advance. You can then send the claim to PacificSource yourself, and we will reimburse you according to your plan's non-participating provider benefits.





This benefit allows you to receive services from licensed providers for chiropractic manipulation and acupuncture for medically necessary treatment of illness or injury. The service must be within the scope of the provider's license. Refer to the Medical Benefit Summary for your deductible, co-payment, and/or co-insurance information.

### **Covered Services**

- Acupuncture from a licensed provider for medically necessary treatment of illness or injury.
- Chiropractic manipulations from a licensed provider for medically necessary treatment of illness or injury.
- Massage therapy from a licensed provider for medically necessary treatment of myofascial, neuromusculoskeletal, or pain syndromes.

The combined benefit for all chiropractic manipulation, is limited to 24 visits per person in any calendar year. Separately, the combined benefit for all acupuncture care and massage therapy is limited to 24 visits per person in any calendar year.

### **Excluded Services**

- Any service or supply noted as being excluded or not otherwise covered by the medical plan.
- Homeopathic medicines or homeopathic supplies.



## **NON-GRANDFATHERED HEALTH PLAN**

The consumer protections of the Patient Protection and Affordable Care Act (PPACA) apply to this plan.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to your employer (the plan administrator), or you may contact PacificSource at:

PacificSource Health Plans  
PO Box 7068  
Springfield OR 97475-0068  
Phone (541) 686-1242 or (800) 624-6052

If this plan is subject to ERISA, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

If this plan is not subject to ERISA, you may also contact the U.S. Department of Health and Human Services at [www.healthreform.gov](http://www.healthreform.gov).



# BECOMING COVERED

## ELIGIBILITY

### *Employees*

Your employer decides the minimum number of hours employees must work each week to be eligible for health insurance benefits. Your employer may also require new employees to satisfy a waiting period called the 'probationary waiting period' before they are eligible for benefits. Your employer's eligibility requirements, including the length of the probationary waiting period are shown in your Medical Benefit Summary. All employees who meet those requirements are eligible for coverage.

### *Family members*

While you are insured under this plan, the following family members are also eligible for coverage:

- Your legal spouse or your qualified domestic partner.
- Your, your spouse's, or your qualified domestic partner's natural or step children under age 26 regardless of the child's place of residence, marital status, or financial dependence on you.
- Your, your spouse's, or your qualified domestic partner's unmarried dependent children age 26 or over who are mentally or physically disabled. To qualify as dependents, they must have been continuously unable to support themselves since turning age 26 because of a mental or physical disability. PacificSource requires documentation of the disability from the child's physician, and will review the case before determining eligibility for coverage.
- A child placed for adoption with you, your spouse, or your qualified domestic partner. 'Placement for adoption' means the assumption and retention by you, your spouse, or qualified domestic partner of a legal obligation for full or partial support and care of the child in anticipation of adoption of the child. Coverage will continue assuming continued eligibility under this plan unless placement is disrupted prior to legal adoption and the child is removed from placement.
- A foster child placed with you, your spouse, or your qualified domestic partner. Placement means an individual who is placed by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. Coverage will continue assuming continued eligibility under this plan unless placement is disrupted and the child is removed from placement.
- A child placed in your, your spouse's, or your qualified domestic partner's guardianship. To be eligible for coverage, the child must be unmarried; not in a qualified domestic partnership; under age 19; AND for whom you are the court appointed legal custodian or guardian and for whom the subscriber or subscriber's spouse or qualified domestic partner provides at least 50 percent support.

No family or household members other than those listed above are eligible to enroll under your coverage.

## ENROLLING DURING THE INITIAL ENROLLMENT PERIOD

Once you satisfy your employer's probationary waiting period, and meet the hours required for eligibility, you and your eligible family members become eligible for this plan. Starting on the date you become eligible, you and your family members have 31 days to enroll. We call this 31 day window the initial enrollment period. To enroll you must submit the enrollment application provided by your employer.

If you miss your initial enrollment period, you will not be able to enroll in the plan later in the year, unless you have a special circumstance, called a 'qualifying event'. (For more information, see

'Special Enrollment Periods' and 'Late Enrollment' under the Enrolling After the Initial Enrollment Period section.)

Coverage for you and your enrolling family members begins on the day you satisfy your employer's probationary waiting period. The length of the probationary waiting period is stated in your Medical Benefit Summary. Coverage will only begin if PacificSource receives your enrollment application and your employer's premium payment for that month.

## **ENROLLING NEW FAMILY MEMBERS**

### ***Newborns***

Your newborn child is eligible for coverage from the moment of birth for 31 days. To enroll your child, PacificSource must receive your enrollment change and any additional premium from your employer within 60 days of birth. If additional premium is required, it is charged from the date of birth and prorated for the first month. A claim for maternity care is not considered notification for the purpose of enrolling a newborn child. Anytime there is a delay in providing enrollment information, PacificSource may ask for legal documentation to confirm validity.

### ***Adopted Children***

When a child is placed in your home for adoption, you have 60 days from the date of placement to enroll them in your plan. To enroll the child, PacificSource must receive your enrollment change and any additional premium from your employer within 60 days of the placement. If additional premium is required, it is charged from the date of birth or placement and prorated for the first month. Coverage for your new family members will begin on the date of placement. You may be required to submit a copy of the certificate of adoption or other legal documentation from a court or a child placement agency to complete enrollment.

### ***Foster Children***

When a foster child is placed in your home, you have 60 days from the date of placement to enroll them in your plan. To enroll the child, PacificSource must receive your enrollment change and any additional premium from your employer within 60 days of the placement. If additional premium is required, it is charged from the date of birth or placement and prorated for the first month. Coverage for your new family members will begin on the date of placement. You may be required to submit a copy of the legal documentation from a court or a child placement agency to complete enrollment.

### ***Family Members Acquired by Marriage***

If you marry, you have 60 days from the date of the marriage to enroll your new spouse and any newly eligible dependent children in your plan. PacificSource must receive your enrollment change and any additional premium from your employer within 60 days of the marriage. Coverage for your new family members will then begin on the date of the marriage. You may be required to submit a copy of your marriage certificate to complete enrollment.

### ***Family Members Acquired by Domestic Partnership***

If you and your domestic partner have been issued a Certificate of Registered Domestic Partnership, your domestic partner and your partner's dependent children are eligible for coverage during the 60 day initial enrollment period after the registration of the domestic partnership. PacificSource must receive your enrollment change and additional premium during the initial enrollment period. Coverage for your new family members will then begin on the date of the registration of the domestic partnership. You may be required to submit a copy of your Certificate of Registered Domestic Partnership to complete enrollment.

Unregistered domestic partners and their children may also become eligible for enrollment. If you and your unregistered domestic partner meet the criteria on the Affidavit of Domestic Partnership supplied

by your employer, your domestic partner and your partner's dependent children are eligible for coverage during the 60 day initial enrollment period after the requirements of the Affidavit of Domestic Partnership are satisfied. PacificSource must receive your enrollment change, a copy of your Affidavit of Domestic Partnership, and additional premium during the initial enrollment period. Coverage for your new family members will then begin on the date the Affidavit of Domestic Partnership is received by PacificSource.

### ***Family Members Placed in Your Guardianship***

If a court appoints you custodian or guardian of an eligible dependent child, you have 60 days from the court appointment to enroll them in your plan. PacificSource must receive your enrollment change and any additional premium from your employer within 60 days of the court appointment. Coverage will then begin on the date of the court order. You may be required to submit a copy of the court order to complete enrollment. When the court order terminates or expires, the child is no longer an eligible child.

### ***Qualified Medical Child Support Orders***

This health plan complies with qualified medical child support orders (QMCSO) issued by a state court or state child support agency. A QMCSO is a judgment, decree, or order, including approval of a settlement agreement, which provides for health benefit coverage for the child of a plan member.

If a court or state agency orders coverage for your spouse, qualified domestic partner, or child, you have 60 days from the date of the court order to enroll them in this plan. PacificSource must receive your enrollment change and any additional premium from your employer within 60 days of the court order. Coverage will become effective on the date of the court order. You may be required to submit a copy of the QMCSO to complete enrollment.

## **ENROLLING AFTER THE INITIAL ENROLLMENT PERIOD**

### ***Returning to Work after a Layoff***

If you are laid off and then rehired by your employer, you will not have to satisfy another probationary waiting period.

Your health coverage will resume the first day of the month after you return to work and again meet your employer's minimum hour requirement. If your family members were covered before your layoff, they can resume coverage at that time as well. You must re-enroll your family members by submitting your enrollment change within the 31 day initial enrollment period following your return to work.

### ***Returning to Work after a Leave of Absence***

If you return to work after an employer-approved leave of absence of 12 months or less, you will not have to satisfy another probationary waiting period. Your health coverage will resume the first day of the month after you return to work and again meet your employer's minimum hour requirement. If your family members were covered before your leave of absence, they can resume coverage at that time as well. You must re-enroll your family members by submitting your enrollment change within the 31 day initial enrollment period following your return to work.

### ***Returning to Work after Family Medical Leave***

If you work for a company that employs 50 or more people, your employer is probably subject to the Family Medical Leave Act (FMLA). To find out if you have rights under FMLA, ask your health plan administrator. Under FMLA, if you return to work after a qualifying FMLA medical leave, you will not have to satisfy another probationary waiting period under this plan. Your health coverage will resume the day you return to work and meet your employer's minimum hour requirement. If your family members were covered before your leave, they can resume coverage at that time as well. You must

re-enroll your family members by submitting an enrollment change within the 31 day initial enrollment period following your return to work.

### **Special Enrollment Periods**

Employees cannot waive coverage for any reason.

- **Special Enrollment Rule #1**

If you declined enrollment for yourself or your family members because of other health insurance coverage, you or your family members may enroll in the plan later if the other coverage ends. To do so, you must request enrollment within 60 days after the other health insurance coverage ends (or within 60 days after the other health insurance coverage ends if the other coverage is through Medicaid or a State Children's Health Insurance Program). Coverage will begin on the day after the other coverage ends.

- **Special Enrollment Rule #2**

If you acquire new family members because of marriage, newly qualified domestic partnership, birth, placement of foster child, or placement for adoption, you may be able to enroll yourself and/or your newly acquired family members at that time. To do so, you must request enrollment within 60 days after the marriage, qualification of the domestic partnership, birth, placement of foster child, or placement for adoption. In the case of marriage or qualified domestic partnership, coverage begins on the date of the marriage or qualification of the domestic partnership. In the case of birth, placement of foster child, or placement for adoption, coverage begins on the date of birth or placement.

- **Special Enrollment Rule #3**

If you or your family members become eligible for a premium assistance subsidy under Medicaid or a state Children's Health Insurance Program (CHIP), you may be able to enroll yourself and/or your family members at that time. To do so, you must request enrollment within 60 days of the date you and/or your family members become eligible for such assistance. Coverage will begin on the first day of the month after becoming eligible for such assistance.

### **Late Enrollment**

*If you did not enroll during your initial enrollment period and you do not qualify for a special enrollment period, your enrollment will be delayed until the plan's next designated open enrollment period.*

A 'late enrollee' is an otherwise eligible employee or family member who does not qualify for a special enrollment period explained above, and who:

- Did not enroll during the initial enrollment period; or
- Enrolled during the initial enrollment period but discontinued coverage later.

A late enrollee may enroll by submitting an enrollment application to your employer during the open enrollment period. When you or your family members enroll during the open enrollment period, plan coverage becomes effective the first day of the plan year.

## **PLAN SELECTION PERIOD**

If your employer offers more than one benefit plan option, you may choose another plan option only upon your plan's anniversary date. You may select a different plan option by completing a selection form or application form. Coverage under the new plan option becomes effective on your plan's anniversary date.



## WHEN COVERAGE ENDS

If you leave your job for any reason or your work hours are reduced below your employer's minimum requirement, coverage for you and your enrolled family members will end. Coverage ends on the last day of the last month in which you worked full time and for which a premium was paid. You may, however, be eligible to continue coverage for a limited time; please see the Continuation section of this handbook for more information.

### *Divorced Spouses*

If you divorce, coverage for your spouse will end on the last day in which the divorce decree or legal separation is final. You must notify your employer of the divorce or separation, and continuation coverage may be available for your spouse. If there are special child custody circumstances, please contact the PacificSource Membership Services Department. Please see the Continuation section for more information.

### *Dependent Children*

When your enrolled child no longer qualifies as a dependent, their coverage will end on the day they become ineligible. Please see Eligibility in the Becoming Covered section of this handbook for information on when your dependent child is eligible. The Continuation section includes information on other coverage options for those children who no longer qualify for coverage.

### *Dissolution of Qualified Domestic Partnership*

If you dissolve your qualified domestic partnership, coverage for your qualified domestic partner and their children not related to you by birth or adoption will end on the last day of the month in which the dissolution of the qualified domestic partnership is final. You must notify your employer of the dissolution of the qualified domestic partnership. Under Oregon state continuation laws, a registered domestic partner and their covered children may continue this plan's coverage under the same circumstances and to the same extent afforded an enrolled spouse and their enrolled children. (See Oregon Continuation in the Continuation of Insurance section.) Qualified domestic partners and their covered children are not recognized as qualified beneficiaries under federal COBRA continuation laws. Qualified domestic partners and their covered children may not continue this policy's coverage under COBRA independent of the employee. (See COBRA Continuation in the Continuation of Insurance section.)

## CONTINUATION OF INSURANCE

Under federal and/or state law, you and your family members may have the right to continue this plan's coverage for a specified time. You and your family members may be eligible if:

- Your employment ends or you have a reduction in hours.
- You take a leave of absence for military service.
- You divorce or dissolve your qualified domestic partnership.
- You die.
- You become eligible for Medicare benefits if it causes a loss of coverage for your family members.
- Your children no longer qualify as dependents.

The following sections describe your rights to continuation under state and federal law, and the requirements you must meet to enroll in continuation coverage.

## USERRA CONTINUATION

If you take a leave of absence from your job due to military service, you have continuation rights under the Uniformed Services Employment and Re-employment Rights Act (USERRA).

You and your enrolled family members may continue this plan's coverage if you, the employee, no longer qualify for coverage under the plan because of military service. Continuation coverage under USERRA is available for up to 24 months while you are on military leave. If your military service ends and you do not return to work, your eligibility for USERRA continuation coverage will end. Premium for continuation coverage is your responsibility.

The following requirements apply to USERRA continuation:

- Family members who were not enrolled in the group plan cannot take continuation. The only exceptions are newborn babies and newly acquired eligible family members not covered by another group health plan.
- To apply for continuation, you must submit a completed Continuation Election Form to your employer within 31 days after the last day of coverage under the group plan.
- You must pay continuation premium to your employer by the first of each month. Your employer will include your continuation premium in the group's regular monthly payment. PacificSource cannot accept the premium directly from you.
- Your employer must still be insured by PacificSource. If your employer discontinues this plan, you will no longer qualify for continuation.

## SURVIVING OR DIVORCED SPOUSES OR QUALIFIED DOMESTIC PARTNERS

If your group has 20 or more employees, or your group health plan has 20 or more subscribers, and you die, divorce, or dissolve your qualified domestic partnership, and your spouse or qualified domestic partner is 55 years or older, your spouse or domestic partner may be able to continue coverage until eligible for Medicare or other coverage. Dependent children are subject to the group policy's age and other eligibility requirements. Some restrictions and guidelines apply; please see your employer for specific details.

## COBRA CONTINUATION

*If you work for an employer that has 20 or more employees, your employer is probably subject to the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended. To find out if you have continuation rights under COBRA, ask your health plan administrator.*

### **COBRA Eligibility**

A 'qualifying event' is the event that causes your regular group coverage to end and makes you eligible for continuation coverage. When the following qualifying events happen, you may continue coverage for the lengths of time shown:

<b>Qualifying Event</b>	<b>Continuation Period</b>
Employee's termination of employment or reduction in hours	Employee, spouse, and children may continue for up to 18 months <sup>1</sup>
Employee's divorce	Spouse and children may continue for up to 36 months <sup>2</sup>
Employee's eligibility for Medicare benefits if it causes a loss of coverage	Spouse and children may continue for up to 36 months
Employee's death	Spouse and children may continue for up to 36 months <sup>2</sup>
Child no longer qualifies as a dependent	Child may continue for up to 36 months <sup>2</sup>

<sup>1</sup> If the employee or covered family member is determined disabled by the Social Security Administration within the first 60 days of COBRA coverage, all qualified beneficiaries may continue coverage for up to 29 months.

<sup>2</sup> The total maximum continuation period is 36 months, even if there is a second qualifying event. A second qualifying event might be a divorce, death, or child no longer qualifying as a dependent after the employee's termination or reduction in hours.

If your family members were not covered prior to your qualifying event, they may enroll in the continuation coverage while you are on continuation. They will be subject to the same rules that apply to active employees, including the late enrollment waiting period.

If your employment is terminated for gross misconduct, you and your family members are not eligible for COBRA continuation.

Qualified domestic partners and their covered children may not continue this plan's coverage under COBRA independent of the employee.

### **When Continuation Coverage Ends**

Your continuation coverage will end before the end of the continuation period above if any of the following occur:

- Your continuation premium is not paid on time.
- You become entitled to Medicare benefits.
- Your employer discontinues its health policy and no longer offers a group health plan to any of its employees.
- Your continuation period was extended from 18 to 29 months due to disability, and you are no longer considered disabled.

### **Type of Coverage**

Under COBRA, you may continue any coverage you had before the qualifying event. If your employer provides both medical and dental coverage and you were enrolled in both, you may continue both medical and dental. If your employer provides only one type of coverage, or if you were enrolled in only one type of coverage, you may continue only that coverage.

COBRA continuation benefits are always the same as your employer's current benefits. Your employer has the right to change the benefits of its health policy or eliminate the policy entirely. If that happens, any changes to the group health policy will also apply to everyone enrolled in continuation coverage.

## ***Your Responsibilities and Deadlines***

*You must notify your employer within 60 days if you divorce, or if your child no longer qualifies as a dependent. That will allow your employer to notify you or your family members of your continuation rights.*

When your employer learns of your eligibility for continuation, your employer will notify you of your continuation rights and provide a Continuation Election Form. You then have 60 days from that date or 60 days from the date coverage would otherwise end, whichever is later, to enroll in continuation coverage by submitting a completed Election Form to your employer. If continuation coverage is not elected during that 60 day period, coverage will end on the last day of the last month you were an active employee, or when your family member lost eligibility.

If you or your employer do not provide these notifications within the time frames required by COBRA, PacificSource's responsibility to provide coverage under the group policy will end.

## ***Continuation Premium***

Enrolled individuals are responsible for the full cost of continuation coverage. The monthly premium must be paid to your employer. PacificSource cannot accept continuation premium directly from you. You may make your first premium payment any time within 45 days after you return your Continuation Election Form to your employer. After the first premium payment, each monthly payment must reach your employer within 30 days of your employer premium due date. If your employer does not receive your continuation premium on time, continuation coverage will end. If your coverage is canceled due to a missed payment, it will not be reinstated for any reason. Premium rates are established annually and may be adjusted if the plan's benefits or costs change.

## **CONTINUATION WHEN YOU RETIRE**

Continuation upon retirement is based on meeting all the retirement requirements set forth in your employment agreement with your employer.

If you retire, you and your insured family members are eligible to continue coverage subject to the following:

- You must apply for continued coverage within 60 days after retirement.
- You must be receiving benefits from PERS (Public Employee Retirement System) or from a similar retirement plan offered by your employer.
- You must have been continuously covered under the group's plan for at least 24 months prior to the retirement or you have a separation agreement with your employer dated prior to 7/1/2011.
- You are not enrolled in another group health plan with substantially the same or greater benefits at an equivalent cost.
- You are not eligible to participate as an employee in another group health plan with substantially the same or greater benefits at an equivalent cost.

You and/or your enrolled family members are responsible for paying the full premium.

## **Your continuation coverage will end when any one of the following occurs:**

- When full premium is not paid or when your coverage is voluntarily terminated, your coverage will end on the last day of the month for which premium was paid.
- When you become eligible for Medicare coverage your coverage will end on the last day of the month preceding Medicare eligibility.

- When the regular group policy is terminated, your coverage will end on the date of termination.

**Your family member's continuation coverage will end when any one of the following occurs:**

- When full premium for the family member is not paid or when the family member's coverage is voluntarily terminated by you or your family member, coverage will end on the last day of the month for which premium was paid.
- When your dependent becomes eligible for Medicare coverage your dependent's coverage will end on the last day of the month preceding Medicare eligibility.
- When the regular group policy is terminated, your family member's coverage will end on the date of termination.

## **WORK STOPPAGE**

### ***Labor Unions***

If you are a union member, you have certain continuation rights in the event of a labor strike. Your union is responsible for collecting your premium and can answer questions about coverage during the strike.

## **EXTENSION OF BENEFITS**

If you are on an employer approved leave of absence, for any reason, you may continue coverage under active status for up to three months. Absences extending beyond these three months will be subject to the Continuation of Insurance provisions of this plan.

## **USING THE PROVIDER NETWORK**

This section explains how your plan's benefits differ when you use participating and non-participating providers and explains how we apply the reimbursement rate. This information is not meant to prevent you from seeking treatment from any provider if you are willing to take increased financial responsibility for the charges incurred. Your network name is listed at the beginning of the Medical Benefit Summary.

All healthcare providers are independent contractors. PacificSource cannot be held liable for any claim for damages or injuries you experience while receiving medical care.

## **PARTICIPATING PROVIDERS**

Participating providers contract with PacificSource to furnish medical services and supplies to members enrolled in this plan for a set fee. That fee is called the contracted allowable fee. Participating providers agree not to charge more than the contracted allowable fee. Participating providers bill PacificSource directly, and we pay them directly. When you receive covered services or supplies from a participating provider, you are only responsible for the amounts stated in your Medical Benefit Summary. Depending on your plan, those amounts can include a deductible, co-payment, and/or co-insurance payment.

PacificSource contracts directly and/or indirectly with participating providers throughout our Oregon, Idaho, and Montana service areas and in bordering communities in southwest Washington. We also have an agreement with nationwide provider networks which includes more than 550,000 participating physicians and 5,000 participating hospitals. These providers outside our service area are also considered PacificSource participating providers under your plan.

It is not safe to assume that when you are treated at a participating medical facility, all services are performed by participating providers. Whenever possible, you should arrange for professional

services such as surgery and anesthesiology to be provided by a participating provider. Doing so will help you maximize your benefits and limit your out-of-pocket expenses.

### ***Risk-sharing Arrangements***

By agreement, a participating provider may not bill a member for any amount in excess of the contracted allowable fee. However, the agreement does not prohibit the provider from collecting co-payments, deductibles, co-insurance, and non-covered services from the member. And, if PacificSource was to become insolvent, a participating provider agrees to continue to provide covered services to a member for the duration of the period for which premium was paid to PacificSource on behalf of the member. Again, the participating provider may only collect applicable amounts for non-covered services, deductibles, co-payments, and/or co-insurance from the member.

## **NON-PARTICIPATING PROVIDERS**

When you receive services or supplies from a non-participating provider, your out-of-pocket expense is likely to be higher than if you had used a participating provider. If the same services or supplies are available from a participating provider to whom you have reasonable access (explained in the next section), you may be responsible for more than the deductible, co-payment, and/or co-insurance amounts stated in your Medical Benefit Summary.

### ***Allowable Fee for Non-participating Providers***

*To maximize your plan's benefits, always make sure your healthcare provider is a PacificSource participating provider. Do not assume all services at a participating facility are performed by participating providers.*

PacificSource bases payment to non-participating providers on our 'allowable fee' which is derived from several sources to determine the allowable fee, depending on the service or supply and the geographical area where it is provided. The allowable fee may be based on data collected from the Centers for Medicare and Medicaid Services (CMS), contracted vendors, other nationally recognized databases, or PacificSource, as documented in PacificSource's payment policy.

In PacificSource's service area the allowable fee for professional services is based on PacificSource's standard non-participating provider reimbursement rate. Outside the PacificSource service area and in areas where our members do not have reasonable access to a participating provider through one of our third party provider networks, the allowable fee, depending upon the service and supply, can be based on data collected from PacificSource or other nationally recognized databases. If the service is based on the usual, customary, and reasonable charge (UCR), PacificSource will utilize the 85<sup>th</sup> percentile. UCR is based on data collected for a geographic area. Provider charges for each type of service are collected and ranked from lowest to highest. Charges at the 85<sup>th</sup> position in the ranking are considered to be the 85<sup>th</sup> percentile.

To calculate our payment to non-participating providers, we determine the allowable fee, then subtract the non-participating provider benefits shown in the 'Non-participating Provider' column of your Medical Benefit Summary. Our allowable fee is often less than the non-participating provider's charge. In that case, the difference between our allowable fee and the provider's billed charge is also your responsibility. That amount does not count toward this plan's out-of-pocket maximum. It also does not apply toward any deductibles or co-payments required by the plan. In any case, after any co-payments or deductibles, the amount PacificSource pays to a non-participating provider will not be less than 50 percent of the allowable fee for a like service or supply.

To maximize your plan's benefits, please check with us before receiving care from a non-participating provider. Our Customer Service Department can help you locate a participating provider in your area.

### Example of Provider Payment

The following illustrates how payment could be made for the same service in two different settings: with a participating provider for your plan, and with a non-participating provider. This is only an example; your plan's benefits may be different.

	Participating Provider	Non-participating Provider
Provider's usual charge	\$120	\$120
Billed charge after negotiated provider discounts	\$100	\$120
PacificSource's allowable fee	\$100	\$100
Allowable fee less patient co-insurance	\$80	\$50
Percent of payment	80%	50%
<b>PacificSource's payment</b>	<b>\$80</b>	<b>\$50</b>
<b>Patient's responsibility:</b>		
Co-insurance	20%	50%
Patient's amount of allowable fee	\$20	\$50
Difference between allowable fee and billed charge after discounts	\$0	\$20
<b>Patient's total payment to provider</b>	<b>\$20</b>	<b>\$70</b>

## COVERAGE WHILE TRAVELING

Your PacificSource plan is powered by the network shown at the beginning of your Medical Benefit Summary. You can save out of pocket expense by using a participating provider in your service area. Your network covers Oregon, Idaho, Montana, southwest Washington, and eastern Washington. When you need medical services outside of your network, you can save out-of-pocket expense by using the participating providers identified on our website at PacificSource.com.

### Nonemergency Care While Traveling

*To find a participating provider outside the regions covered by your network, go to the PacificSource.com website. Nonemergency care outside of the United States is not covered.*

- If a participating provider is available in your area, your plan's participating provider benefits will apply if you use a participating provider.
- If a participating provider is available but you choose to use a non-participating provider, your plan's non-participating provider benefits will apply.

### Emergency Services While Traveling

In medical emergencies (see the Covered Expenses - Emergency Services section of this handbook), your plan pays benefits at the participating provider level regardless of your location. Your covered expenses are based on our allowable fee. If you are admitted to a hospital as an inpatient following the stabilization of your emergency condition, your physician or hospital should contact the PacificSource Health Services Department at (888) 691-8209 as soon as possible to make a benefit determination on your admission. If you are admitted to a non-participating hospital,

PacificSource may require you to transfer to a participating facility once your condition is stabilized in order to continue receiving benefits at the participating provider level.

## **FINDING PARTICIPATING PROVIDER INFORMATION**

You can find up-to-date participating provider information:

- By asking your healthcare provider if he or she is a participating provider for your network.
- On the PacificSource website, PacificSource.com. Simply click on 'Find a Doctor or Drug' and you can easily look up participating providers, specialists, behavioral health providers, and hospitals. You can also print your own customized directory. We can even send you a text with the provider's location and contact number.
- By contacting the PacificSource Customer Service Department. Our staff can answer your questions about specific providers. If you'd like a complete provider directory for your plan, just ask – we'll be glad to mail you a directory free of charge.

## **TERMINATION OF PROVIDER CONTRACTS**

PacificSource will use best efforts to notify you within 30 days of learning about the termination of a provider contractual relationship if you have received services in the previous three months from such a provider when:

- A provider terminates a contractual relationship with PacificSource in accordance with the terms and conditions of the agreement;
- A provider terminates a contractual relationship with an organization under contract with PacificSource; or
- PacificSource terminates a contractual relationship with an individual provider or the organization with which the provider is contracted in accordance with the terms and conditions of the agreement.

Note: on the date a provider's contract with PacificSource terminates, they become a non-participating provider and any services you receive from them will be paid at the percentage shown in the 'Non-Participating Provider' column of your Medical Benefit Summary. To avoid unexpected costs, be sure to verify each time you see your provider that they are still participating in the network.

You may be entitled to continue care with an individual provider for a limited period of time after the medical services contract terminates. Contact Customer Service for additional information.

## **COVERED EXPENSES**

### ***Understanding Medical Necessity***

This plan provides comprehensive medical coverage when care is medically necessary to treat an illness, injury, or disease. Be careful - just because a treatment is prescribed by a healthcare professional does not mean it is medically necessary under the terms of this plan. Also remember that just because a service or supply is a covered benefit under this plan does not necessarily mean all billed charges will be paid.

Medically necessary services and supplies that are excluded from coverage under this plan can be found in the Benefit Limitations and Exclusions section of this handbook, as well as the section on Preauthorization. If you ever have a question about your plan benefits, contact the PacificSource Customer Service Department.



## ***Understanding Experimental/Investigational Services***

Except for specified Preventive Care services, the benefits of this group plan are paid only toward the covered expense of medically necessary diagnosis or treatment of illness, injury, or disease. This is true even though the service or supply is not specifically excluded. All treatment is subject to review for medical necessity. Review of treatment may involve prior approval, concurrent review of the continuation of treatment, post-treatment review or any combination of these. For additional information, see 'medically necessary' in the Definitions section of this handbook.

*Be careful. Your healthcare provider could prescribe services or supplies that are not covered under this plan. Also, just because a service or supply is a covered benefit does not mean all related charges will be paid.*

New and emerging medical procedures, medications, treatments, and technologies are often marketed to the public or prescribed by physicians before FDA approval, or before research is available in qualified peer-reviewed literature to show they provide safe, long term positive outcomes for patients.

To ensure you receive the highest quality care at the lowest possible cost, we review new and emerging technologies and medications on a regular basis. Our internal committees and Health Services staff make decisions about PacificSource coverage of these methods and medications based on literature reviews, standards of care and coverage, consultations, and review of evidence-based criteria with medical advisors and experts.

## ***Eligible Healthcare Providers***

This plan provides benefits only for covered expenses and supplies rendered by a physician (M.D. or D.O.), Nurse practitioner, hospital or specialized treatment facility, durable medical equipment supplier, or other licensed medical providers as specifically stated in this handbook. The services or supplies provided by individuals or companies that are not specified as eligible practitioners are not eligible for reimbursement under the benefits of this plan. For additional information, see 'practitioner', 'specialized treatment facility', and 'durable medical equipment supplier' in the Definitions section of this handbook.

To be eligible, the provider must also be practicing within the scope of their license. For example although an Optometrist is an eligible provider for vision exams, they are not eligible to provide chiropractic services.

## ***After Hours and Emergency Care***

If you have a medical emergency, always go directly to the nearest emergency room, or call 911 for help.

If you're facing a non-life threatening emergency, contact your provider's office, or go to an Urgent Care facility. Urgent Care facilities are listed in our online provider directory at PacificSource.com. Simply enter your city and state or Zip code, then select Urgent Care in the 'Specialty Category' field.

## ***Appropriate Setting***

It is important to have services provided in the most suitable and least costly setting. For example, if you go to the Emergency Room to have a throat culture instead of going to a doctor's office or Urgent Care it could result in higher out-of-pocket expenses for you.

## ***Deductible Carryover***

The deductible must be satisfied only once in any calendar year, even though there may be several conditions treated. Covered expenses incurred during the last three months of the previous calendar year will be applied to the subsequent year's calendar year deductible subject to the following:

- The covered expenses were applied to the deductible; and
- The prior year's deductible was not satisfied.

Final determination of which expenses apply to the deductible will be based on the order in which charges are incurred, even if bills for charges are not received in that order.

### ***Your Annual Out-of-Pocket Limit***

This plan has an out-of-pocket limit provision to protect you from excessive medical expenses. The Medical Benefit Summary shows your plan's annual out-of-pocket limits for participating and/or non-participating providers. If you incur covered expenses over those amounts, this plan will pay 100 percent of eligible charges, subject to the allowable fee.

Your expenses for the following do not count toward the annual out-of-pocket limit:

- Charges over the allowable fee for services of non-participating providers.
- Incurred charges that exceed amounts allowed under this plan.

Charges that do not count toward the out-of-pocket limit or that are not covered by this plan will continue to be your responsibility even after the out-of-pocket limit is reached.

Out-of-pocket limits are applied on a calendar year basis. If this plan renews or is modified mid calendar year, the previously satisfied out-of-pocket amount will be credited toward the renewed plan. If the out-of-pocket limit increases mid calendar year, you will need to satisfy the difference between the increase and the amount you have already satisfied under the prior plan's requirement. If the out-of-pocket limit decreases, any excess in the amount credited to the lower amount is not refundable.

## **PLAN BENEFITS**

This plan provides benefits for the following services and supplies as outlined on your Medical Benefit Summary. The following list of benefits is exhaustive. These services and supplies may require you to satisfy a deductible, make a co-payment, and/or pay co-insurance, and they may be subject to additional limitations or maximum dollar amounts (maximum dollar amounts do not apply to Essential Health Benefits). For a medical expense to be eligible for payment, you must be covered under this plan on the date the expense is incurred. Please refer to your Medical Benefit Summary and the Benefit Limitations and Exclusions section of this handbook for more information.

## **PREVENTIVE CARE SERVICES**

This plan covers the following preventive care services when provided by a physician, physician assistant, or nurse practitioner:

- **Routine physicals** including appropriate screening radiology and laboratory tests and other screening procedures for members age 22 and older are covered once per calendar year. Screening exams and laboratory tests may include, but are not limited to, blood pressure checks, weight checks, occult blood tests, urinalysis, complete blood count, prostate exams, cholesterol exams, stool guaiac screening, EKG screens, blood sugar tests, and tuberculosis skin tests.  
Only laboratory tests and other diagnostic testing procedures related to the routine physical exam are covered by this benefit. Any laboratory tests and other diagnostic testing procedures ordered during, but not related to, a routine physical examination are not covered by this preventive care benefit. Please see Outpatient Services in this section.
- One routine **eye exam and hearing exam** in any 24 month period for dependent children through age 18.
- **Well woman visits**, including the following:

- One **routine gynecological exam** each calendar year for women 18 and over. Exams may include Pap smear, pelvic exam, breast exam, blood pressure check, and weight check. Covered lab services are limited to occult blood, urinalysis, and complete blood count.
- **Routine preventive mammograms** for women as recommended.
  - o There is no deductible, co-payment, and/or co-insurance for mammograms that are considered ‘routine’ according to the guidelines of the U.S. Preventive Services Task Force.
  - o Diagnostic mammograms for any woman desiring a mammogram for medical cause. The deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for ‘Outpatient Services - Diagnostic and Therapeutic Radiology and Lab’ apply to diagnostic mammograms related to the ongoing evaluation or treatment of a medical condition.
- **Pelvic exams and Pap smear exams** for women 18 to 64 years of age annually, or at any time when recommended by a women’s healthcare provider.
- **Breast exams** annually for women 18 years of age or older or at any time when recommended by a women’s healthcare provider for the purpose of checking for lumps and other changes for early detection and prevention of breast cancer.

Members have the right to seek care from obstetricians and gynecologists for covered services without preapproval or preauthorization.

- **Colorectal cancer screening** exams and lab work including the following:

- A fecal occult blood test;
- A flexible sigmoidoscopy;
- A colonoscopy; or
- A double contrast barium enema.

A colonoscopy performed for routine screening purposes is considered to be a preventive service. The deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for ‘Preventive Care - Routine Colonoscopy’ applies to colonoscopies that are considered ‘routine’ according to the guidelines of the U.S. Preventive Services Task Force for age 50 through 75.

A colonoscopy performed for evaluation or treatment of a known medical condition is considered to be Outpatient Surgery. The deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for ‘Professional Services - Surgery’ and for ‘Outpatient Services - Outpatient Surgery/Services’ apply to colonoscopies related to ongoing evaluation or treatment of a medical condition.

A colonoscopy performed for screening purposes on individuals at ‘high risk’ under age 50 is also considered a preventive service. An individual is at high risk for colorectal cancer if the individual has:

- Family medical history of colorectal cancer;
- Prior occurrence of cancer or precursor neoplastic polyps;
- Prior occurrence of a chronic digestive disease condition such as inflammatory bowel disease, Crohn’s disease or ulcerative colitis; or
- Other predisposing factors.

- **Prostate cancer screening**, including a digital rectal examination and a prostate-specific antigen test.

- **Well baby/well child care exams** for members age 21 and younger according to the following schedule:
  - At birth: One standard in-hospital exam
  - Ages 0-2: 12 additional exams during the first 36 months of life
  - Ages 3-21: One exam per calendar year

Only laboratory tests and other diagnostic testing procedures related to a well baby/well child care exam are covered by this benefit. Any laboratory tests and other diagnostic testing procedures ordered during, but not related to, a well baby/well child care exam are not covered by this preventive care benefit. Please see Outpatient Services in this section.

- Age-appropriate childhood and adult **immunizations** for primary prevention of infectious diseases as recommended and adopted by the Centers for Disease Control and Prevention, American Academy of Pediatrics, American Academy of Family Physicians, or similar standard-setting body. Benefits do not include immunizations for more elective, investigative, unproven, or discretionary reasons (e.g. travel). Covered immunizations include, but may not be limited to the following:
  - Diphtheria, pertussis, and tetanus (DPT) vaccines, given separately or together;
  - Hemophilus influenza B vaccine;
  - Hepatitis A vaccine;
  - Hepatitis B vaccine;
  - Human papillomavirus (HPV) vaccine;
  - Influenza virus vaccine;
  - Measles, mumps, and rubella (MMR) vaccines, given separately or together;
  - Meningococcal (meningitis) vaccine;
  - Pneumococcal vaccine;
  - Polio vaccine;
  - Shingles vaccine for ages 60 and over; or
  - Varicella (chicken pox) vaccine.
- **Tobacco cessation program services** are covered only when provided by a PacificSource approved program. Specific nicotine therapy will be covered according to the program's description. Prescribed tobacco cessation related medication will be covered to the same extent this plan covers other prescription medications.

Any plan deductible, co-payment, and/or co-insurance amounts stated in your Medical Benefit Summary are waived for the following recommended preventive care services when provided by a participating provider:

- Services that have a rating of 'A' or 'B' from the U.S. Preventive Services Task Force (USPSTF);
- Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC);
- Preventive care and screening for infants, children, and adolescents supported by the Health Resources and Services Administration (HRSA);
- Preventive care and screening for women supported by the HRSA that are not included in the USPSTF recommendations.

A and B list for preventive services can be found at:

<http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>

The list of Women's preventive services can be found at: <http://www.hrsa.gov/womensguidelines/>

For enrollees who do not have Internet access, please contact PacificSource Customer Service at the number shown on the first page of this handbook for a complete description of the preventive services lists.

Current USPSTF recommendations include the September 2002 recommendations regarding breast cancer screening, mammography, and prevention, not the November 2009 recommendations. Cancer risk-reducing medications are covered according to the September 2013 USPSTF recommendations, at no cost, subject to reasonable medical management.

## **PEDIATRIC SERVICES**

This plan covers the following services for individuals age 18 and younger when provided by a participating provider:

- **Routine vision examinations** are covered on this plan. Benefits are subject to the deductible, limitations, co-payment, and/or co-insurance stated in your Vision Benefit Summary.
- **Vision hardware** including lenses, frames and contact lenses are covered on this plan. Benefits are subject to the deductible, limitations, co-payment, and/or co-insurance stated in your Vision Benefit Summary.

## **PROFESSIONAL SERVICES**

This plan covers the following professional services when medically necessary:

- Services of a **physician (M.D., D.O., naturopathy, or other provider practicing within the scope of their license)**, for diagnosis or treatment of illness, injury, or disease.
- Services of a licensed **physician assistant** under the supervision of a physician.
- Services of a **nurse practitioner**, including certified registered nurse anesthetist (C.R.N.A.) and certified nurse midwife (C.N.M.), or other provider practicing within the scope of their license, for medically necessary diagnosis or treatment of illness, injury, or disease.
- **Urgent care services** provided by a physician. 'Urgent care' means services for an unforeseen illness, injury, or disease that requires treatment within 24 hours to prevent serious deterioration of a patient's health. Urgent conditions are normally less severe than medical emergencies. Examples of conditions that could need urgent care are sprains and strains, vomiting, cuts, and headaches.
- **Outpatient rehabilitation services** provided by a licensed physical therapist, occupational therapist, or speech language pathologist, physician, or other practitioner licensed to provide physical, occupational or speech therapy within the scope of the provider's license. Services must be prescribed in writing by a licensed physician, dentist, podiatrist, nurse practitioner, or physician assistant. The prescription must include site, modality, duration, and frequency of treatment. Total covered expenses for outpatient rehabilitation services are limited to a combined maximum of 30 visits per calendar year subject to review for medical necessity, unless medically necessary to treat a mental health diagnosis. Covered services are for the purpose of restoring certain functional losses due to disease illness or injury only and do not include maintenance services. Treatment of neurodevelopmental problems, and other problems associated with pervasive developmental disorders for which rehabilitation services would be appropriate are covered when criteria for supplemental services are met. (For more information on cardiac rehabilitation see section under 'Other Covered Services, Supplies, and Treatments'.)

Services for speech therapy will only be allowed when needed to correct stuttering, hearing loss, peripheral speech mechanism problems, and deficits due to neurological disease or injury. Speech and/or cognitive therapy for acute illnesses, and injuries are covered up to one year post injury when the services do not duplicate those provided by other eligible providers, including occupational therapists or neuropsychologists. This exclusion does not apply if medically necessary as part of a treatment plan.

Outpatient pulmonary rehabilitation programs are covered when prescribed by a physician for patients with severe chronic lung disease that interferes with normal daily activities despite optimal medication management.

- **Outpatient habilitation services** provided by a licensed physical therapist, occupational therapist, speech language pathologist, physician, or other practitioner licensed to provide physical, occupational, or speech therapy services, within the scope of the provider's license. Services must be prescribed in writing by a licensed physician, dentist, podiatrist, nurse practitioner, or physician assistant. The prescription must include site, modality, duration, and frequency of treatment. Total covered expenses for outpatient habilitation services are limited to a maximum of 30 visits per calendar year subject to review for medical necessity, unless medically necessary to treat a mental health diagnosis. Treatment of neurodevelopmental problems, and other problems associated with pervasive developmental disorders for which habilitation services would be appropriate are covered when criteria for supplemental services are met.
- Services of a licensed audiologist for medically necessary **audiological (hearing) tests**.
- Services of a dentist or physician to treat **injury of the jaw or natural teeth**. Services must be provided within 18 months of the injury. Except for the initial examination, services for treatment of an injury to the jaw or natural teeth require preauthorization to be covered.
- Services of a dentist or physician for **orthognathic (jaw) surgery** as follows:
  - When medically necessary to repair an accidental injury. Services must be provided within one year after the accident; or
  - For removal of a malignancy, including reconstruction of the jaw within one year after that surgery.
- Services of a board-certified or board-eligible **genetic counselor** when referred by a physician or nurse practitioner for evaluation of genetic disease.
- Treatment of **temporomandibular joint syndrome (TMJ)** for medical reasons only. All TMJ-related services, including but not limited to diagnostic and surgical procedures, must be medically necessary and preauthorized. Services are covered only when medically necessary due to a history of advanced pathologic process (arthritic degeneration) or in the case of severe acute trauma. Benefits for the treatment of TMJ and all related services are subject to the deductible, co-payment, and/or co-insurance stated in your Member Benefit Summary under 'Outpatient Services'. Benefits are limited to a lifetime maximum benefit of \$3,000 per person.
- Medically necessary **telemedical health services** for health services covered by this plan when provided in person by a healthcare professional. Coverage of telemedical health services are subject to the same deductible, co-payment, and/or co-insurance requirements that apply to comparable health services provided in person.
- Services for **chiropractic manipulations, acupuncture or massage therapy** are covered. See your Chiropractic Manipulation and Acupuncture Benefit Summary for benefit details.

## HOSPITAL AND SKILLED NURSING FACILITY SERVICES

This plan covers medically necessary **hospital inpatient services**. Charges for a hospital room are covered up to the hospital's semi-private room rate (or private room rate, if the hospital does not offer semi-private rooms). Charges for a private room are covered if the attending physician orders hospitalization in an intensive care unit, coronary care unit, or private room for medically necessary isolation. Coverage includes **eligible services** provided by a hospital owned or operated by the state, or any state approved mental health and developmental disabilities program.

In addition to the hospital room, covered inpatient hospital services may include (but are not limited to):

- Anesthesia and post-anesthesia recovery;
- Dressings, equipment, and other necessary supplies;
- Inpatient medications;
- Intensive and/or specialty care units;
- Lab services provided by hospital;
- Operating room;
- Radiology services; or
- Respiratory care.

The plan does not cover charges for rental of telephones, radios, or televisions, or for guest meals or other personal items.

Services of a **skilled nursing facility and convalescent homes** are covered for up to 100 days per calendar year when preauthorized by PacificSource. For skilled nursing benefits to renew after each stay the member must be discharged and at least 90 consecutive days must pass before readmission. Services must be medically necessary. Confinement for custodial care is not covered.

**Inpatient rehabilitation services** are covered when medically necessary to restore and improve lost body functions after illness, injury, or disease. Inpatient habilitation services are covered when medically necessary to help a person keep, restore or improve skills and functioning for daily living related to skills that have been lost or impaired because a person was sick, injured or disabled. These services must be consistent with the condition being treated, and must be part of a formal written treatment program prescribed by a physician and subject to preauthorization by PacificSource. Total covered expenses for combined inpatient rehabilitation and habilitation services are limited to a maximum of 30 visits per calendar year subject to review for medical necessity, unless medically necessary to treat a mental health diagnosis. Treatment for head or spinal cord injuries are covered when criteria for supplemental services are met. Recreation therapy is only covered as part of an inpatient rehabilitation admission.

## OUTPATIENT SERVICES

'Outpatient services are medical services that take place without being admitted to the hospital.' This plan covers the following outpatient care services:

- **Advanced diagnostic imaging procedures** that are medically necessary for the diagnosis of illness, injury, or disease. For purposes of this benefit, advanced diagnostic imaging procedures include CT scans, MRIs, PET scans, CATH labs, and nuclear cardiology studies. When services are provided as part of a covered emergency room visit, your plan's emergency room benefit applies.

- **Diagnostic radiology and laboratory procedures.** Benefits are based on the setting where services are performed.

For services performed in a physician's office, the benefit stated in your Medical Benefit Summary for Professional Services - Office Procedures and Supplies applies

For services performed in an ambulatory surgical center or outpatient hospital setting, the benefits stated in your Medical Benefit Summary for Outpatient Services - Diagnostic and Therapeutic Radiology and Lab apply.

- **Emergency room services.** The emergency room benefit stated in your Medical Benefit Summary covers all emergency medical screening and services, including any diagnostic test necessary for emergency care (including radiology, laboratory work, CT scans, and MRIs). The benefit does not cover further treatment provided on referral from the emergency room.

For emergency medical conditions, non-participating providers are paid at the participating provider level.

Emergency room charges for services, supplies, or conditions excluded from coverage under this plan are not eligible for payment.

- **Surgery** and other outpatient services. Benefits are based on the setting where services are performed.
  - For surgeries or outpatient services performed in a physician's office, the benefit stated in your Medical Benefit Summary for Professional Services - Office Procedures and Supplies applies.
  - For surgeries or outpatient services performed in an ambulatory surgical center or outpatient hospital setting, both the benefits shown on your Medical Benefit Summary for Professional Services - Surgery Charges and the Outpatient Services - Outpatient Surgery/Services apply.
- **Therapeutic radiology services, chemotherapy, and renal dialysis** provided or ordered by a physician. Covered services include a prescribed, orally administered anticancer medication used to kill or slow the growth of cancerous cells. Absent a contracted allowable fee amount based on the Medicare allowable, benefits for members who are receiving renal dialysis are limited to 125 percent of the current Medicare allowable amount for participating and non-participating providers. In all situations and settings, benefits are subject to the deductibles, co-payments, and/or co-insurance stated in your Medical Benefit Summary for Outpatient Services - Diagnostic and therapeutic radiology and lab.
- Other medically necessary **diagnostic services** provided in a hospital or outpatient setting, including testing or observation to diagnose the extent of a medical condition.

## EMERGENCY SERVICES

For emergency medical conditions, this plan covers services and supplies necessary to determine the nature and extent of the emergency condition and to stabilize the patient.

An emergency medical condition is an injury or sudden illness, including severe pain, so severe that a prudent layperson with an average knowledge of health and medicine would expect that failure to receive immediate medical attention would risk seriously damaging the health of a person or fetus in the case of a pregnant woman. Examples of emergency medical conditions include (but are not limited to):

- Convulsions or seizures;
- Difficulty breathing;
- Major traumatic injuries;



- Poisoning;
- Serious burns;
- Sudden abdominal or chest pains;
- Sudden fevers;
- Suspected heart attacks;
- Unconsciousness; or
- Unusual or heavy bleeding.

***If you need immediate assistance for a medical emergency, call 911. If you have an emergency medical condition, you should go directly to the nearest emergency room or appropriate facility. Emergency and non-emergency services are subject to the deductible, co-payments and/or co-insurance stated in your Medical Benefit Summary.***

If you are admitted to a non-participating hospital after your emergency condition is stabilized, PacificSource may require you to transfer to a participating facility in order to continue receiving benefits at the participating provider level.

## **MATERNITY SERVICES**

Maternity means, in any one pregnancy, all prenatal services including complications and miscarriage, delivery, postnatal services provided within six weeks of delivery, and routine nursery care of a newborn child. Maternity services are covered subject to the deductible, co-payments and/or co-insurance stated in your Medical Benefit Summary.

Medically necessary services, medication, and supplies to manage diabetes during pregnancy from conception through six weeks postpartum will not be subjected to a deductible, co-payment, or co-insurance.

Services of a physician or a licensed certified nurse midwife for **pregnancy**. Services are subject to the same payment amounts, conditions, and limitations that apply to similar expenses for illness.

*Please contact the PacificSource Customer Service Department as soon as you learn of your pregnancy. Our staff will explain your plan's maternity benefits and help you enroll in our free prenatal care program.*

This plan provides **routine nursery care** of a newborn while the mother is hospitalized and eligible for pregnancy-related benefits under this plan if the newborn is also eligible and enrolled in this plan.

**Special Information about Childbirth** - PacificSource covers hospital inpatient services for childbirth according to the Newborns' and Mothers' Health Protection Act of 1996. This plan does not restrict the length of stay for the mother or newborn child to less than 48 hours after vaginal delivery, or to less than 96 hours after Cesarean section delivery. Your provider is allowed to discharge you or your newborn sooner than that, but only if you both agree. For childbirth, your provider does not need to preauthorize your hospital stay with PacificSource.

## **MENTAL HEALTH AND CHEMICAL DEPENDENCY SERVICES**

This plan covers medically necessary crisis intervention, diagnosis, and treatment of mental health conditions and chemical dependency the same as any other illness. Refer to the Benefit Limitations and Exclusions section of this handbook for more information on services not covered by your plan.

### ***Providers Eligible for Reimbursement***

A mental and/or chemical healthcare provider (see Definitions section of this handbook) is eligible for reimbursement if:

- The mental and/or chemical healthcare provider is authorized for reimbursement under the laws of your policy's state of issuance; and
- The mental and/or chemical healthcare provider is accredited for the particular level of care for which reimbursement is being requested by the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation of Rehabilitation Facilities; and
- The patient is staying overnight at the mental and/or chemical healthcare facility (see Definitions section of this handbook) and is involved in a structured program at least eight hours per day, five days per week; or
- The mental and/or chemical healthcare provider is providing a covered benefit under this plan.

Eligible mental and/or chemical healthcare providers are:

- A program licensed, approved, established, maintained, contracted with, or operated by the accrediting and licensing authority of the state wherein the program exists;
- A medical or osteopathic physician licensed by the State Board of Medical Examiners;
- A psychologist (Ph.D.) licensed by the State Board of Psychologists' Examiners;
- A nurse practitioner registered by the State Board of Nursing;
- A clinical social worker (L.C.S.W.) licensed by the State Board of Clinical Social Workers;
- A Licensed Professional Counselor (L.P.C.) licensed by the State Board of Licensed Professional Counselors and Therapists;
- A Licensed Marriage and Family Therapist (L.M.F.T.) licensed by the State Board of Licensed Professional Counselors and Therapists;
- A Board Certified Assistant Behavior Analyst (B.C.a.B.A) licensed by the State Board of Behavior Analysis;
- A Board Certified Behavior Analyst (B.C.B.A) licensed by the State Board of Behavior Analysis;
- A Board Certified Behavior Analyst, Doctoral level (B.C.B.A-D) licensed by the State Board of Behavior Analysis;
- A Behavior Analyst Interventionist (B.A.I.) licensed by the State Board of Behavior Analysis; and
- A hospital or other healthcare facility licensed by the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation of Rehabilitation Facilities for inpatient or residential care and treatment of mental health conditions and/or chemical dependency.

### ***Medical Necessity and Appropriateness of Treatment***

- As with all medical treatment, mental health and chemical dependency treatment is subject to review for medical necessity and/or appropriateness. Review of treatment may involve pre-service review, concurrent review of the continuation of treatment, post-treatment review, or a combination of these. PacificSource will notify the patient and patient's provider when a treatment review is necessary to make a determination of medical necessity.
- A second opinion may be required for a medical necessity determination. PacificSource will notify the patient when this requirement is applicable.
- PacificSource must be notified of an emergency admission within two business days.
- Medication management by a licensed physician (such as a psychiatrist) does not require review.
- Treatment of substance abuse and related disorders is subject to placement criteria established by the American Society of Addiction Medicine.

## ***Mental Health Parity and Addiction Equity Act of 2008***

This group health plan complies with all federal laws and regulations related to the Mental Health Parity and Addiction Equity Act of 2008.

### **HOME HEALTH AND HOSPICE SERVICES**

- This plan covers **home health services** when preauthorized by PacificSource. Covered services include services by a licensed Home Health Agency providing skilled nursing; physical, occupational, and speech therapy; and medical social work services. Private duty nursing is not covered. All home health services are limited to 180 visits per calendar year. Covered nursing services are limited to two hours per visit and no more than two visits per day, all other providers are limited to one visit per day.
- **Home infusion services** are covered when preauthorized by PacificSource. This benefit covers parenteral nutrition, medications, and biologicals (other than immunizations) that cannot be self-administered. Benefits are paid at the percentage stated in your Medical Benefit Summary for home healthcare.
- This plan covers **hospice services** when preauthorized by PacificSource. Hospice services including respite care are intended to meet the physical, emotional, and spiritual needs of the patient and family during the final stages of illness and dying, while maintaining the patient in the home setting. Services are intended to supplement the efforts of an unpaid caregiver. Hospice benefits do not cover services of a primary caregiver such as a relative or friend, or private duty nursing. PacificSource uses the following criteria to determine eligibility for hospice benefits:
  - The member's physician must certify that the member is terminally ill with a life expectancy of less than six months;
  - The member must be living at home;
  - A non-salaried primary caregiver must be available and willing to provide custodial care to the member on a daily basis; and
  - The member must not be undergoing treatment of the terminal illness other than for direct control of adverse symptoms.

Only the following hospice services are covered:

- Durable medical equipment, oxygen, and medical supplies;
- Home nursing visits;
- Home health aides when necessary to assist in personal care;
- Home infusion therapy;
- Home visits by a medical social worker;
- Home visits by the hospice physician;
- Inpatient hospice care when provided by a Medicare-certified or state-certified program when admission to an acute care hospital would otherwise be medically necessary;
- Medically necessary physical, occupational, and speech therapy provided in the home;
- Pastoral care and bereavement services;
- Prescription medications for the relief of symptoms manifested by the terminal illness; and

- Respite care provided in a nursing facility to provide relief for the primary caregiver, subject to a maximum of five consecutive days and to a lifetime maximum benefit of 30 days. A member must be enrolled in a hospice program to be eligible for respite care benefits.

The member retains the right to all other services provided under this contract, including active treatment of non-terminal illnesses, except for services of another provider that duplicate the services of the hospice team.

## **DURABLE MEDICAL EQUIPMENT**

- This plan covers **prosthetic and orthotic devices** that are medically necessary to restore or maintain the ability to complete activities of daily living or essential job-related activities and that are not solely for comfort or convenience. Benefits include coverage of all services and supplies medically necessary for the effective use of a prosthetic or orthotic device, including formulating its design, fabrication, material and component selection, measurements, fittings, static and dynamic alignments, and instructing the patient in the use of the device. Benefits also include coverage for any repair or replacement of a prosthetic or orthotic device that is determined medically necessary to restore or maintain the ability to complete activities of daily living or essential job-related activities and that is not solely for comfort or convenience.
- This plan covers **durable medical equipment** prescribed exclusively to treat medical conditions. Covered equipment includes crutches, wheelchairs, orthopedic braces, home glucose meters, equipment for administering oxygen, and non-power assisted prosthetic limbs and eyes. Durable medical equipment must be prescribed by a licensed M.D., D.O., N.P., P.A., D.D.S., D.M.D., or D.P.M. to be covered. This plan does not cover equipment commonly used for nonmedical purposes, for physical or occupational therapy, or prescribed primarily for comfort. Please see the Benefit Limitations and Exclusions section for information on items not covered. The following limitations apply to durable medical equipment:
  - This benefit covers the cost of either purchase or rental of the equipment for the period needed, whichever is less. Repair or replacement of equipment is also covered when necessary, subject to all conditions and limitations of the plan. If the cost of the purchase, rental, repair, or replacement is over \$800, preauthorization by PacificSource is required.
  - Only expenses for durable medical equipment, or prosthetic and orthotic devices that are provided by a PacificSource contracted provider or a provider that satisfies the criteria of the Medicare fee schedule for Suppliers of Durable Medical Equipment, Prosthetics, Orthotics, Supplies (DMEPOS) and Other Items and Services are eligible for reimbursement. Mail order or Internet/Web based providers are not eligible providers.
  - Purchase, rental, repair, lease, or replacement of a power-assisted wheelchair (including batteries and other accessories) requires preauthorization by PacificSource and is payable only in lieu of benefits for a manual wheelchair.
  - The durable medical equipment benefit also covers lenses to correct a specific vision defect resulting from a severe medical or surgical problem, such as stroke, neurological disease, trauma, or eye surgery other than refraction procedures. Coverage is subject to the following limitations:
    - The medical or surgical problem must cause visual impairment or disability due to loss of binocular vision or visual field defects (not merely a refractive error or astigmatism) that requires lenses to restore some normalcy to vision.
    - The maximum allowance for glasses (lenses and frames), or contact lenses in lieu of glasses, is limited to one pair per year when surgery or treatment is performed on either

eye. Other policy limitations, such as exclusions for extra lenses, other hardware, tinting of lenses, eye exercises, or vision therapy, also apply.

- Benefits for subsequent medically necessary vision corrections to either eye (including an eye not previously treated) are limited to the cost of lenses only.
- Reimbursement is subject to the deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for durable medical equipment and is in lieu of, and not in addition to any other vision benefit payable.
- The durable medical equipment benefit also covers hearing aids for members 18 years of age or younger, or 19 to 25 years of age[ and enrolled in a secondary school or an accredited educational institution. Coverage is limited to a maximum benefit of one hearing aid per ear, every 48 months. Hearing aids for members age 19 and older who are not enrolled in an accredited educational institution are covered at a maximum \$800 every 36 months.
- Medically necessary treatment for sleep apnea and other sleeping disorders is covered when preauthorized by PacificSource. Coverage of oral devices includes charges for consultation, fitting, adjustment, follow-up care, and the appliance. The appliance must be prescribed by a physician specializing in evaluation and treatment of obstructive sleep apnea, and the condition must meet criteria for obstructive sleep apnea.
- Manual and electric breast pumps are covered at no cost once per pregnancy when purchased or rented from a participating licensed provider, or purchased from a retail outlet. Hospital-grade breast pumps are not covered.
- Wigs following chemotherapy or radiation therapy are covered up to a maximum benefit of \$150 per calendar year.

## **TRANSPLANT SERVICES**

This plan covers certain medically necessary organ and tissue transplants. It also covers the cost of acquiring organs or tissues needed for covered transplants and limited travel expenses for the patient, subject to certain limitations.

*All pre-transplant evaluations, services, treatments, and supplies for transplant procedures require preauthorization by PacificSource.*

This plan covers the following medically necessary organ and tissue transplants:

- Bone marrow, peripheral blood stem cell and high-dose chemotherapy when medically necessary;
- Heart;
- Heart - Lungs;
- Kidney;
- Kidney - Pancreas;
- Liver;
- Lungs;
- Pancreas whole organ transplantation; or
- Pediatric bowel.

This plan only covers transplants of human body organs and tissues. Transplants of artificial, animal, or other non-human organs and tissues are not covered.

Expenses for the acquisition of organs or tissues for transplantation are covered only when the transplantation itself is covered under this contract, and is subject to the following limitations:

- Testing of related or unrelated donors for a potential living related organ donation is payable at the same percentage that would apply to the same testing of an insured recipient.
- Expense for acquisition of cadaver organs is covered, payable at the same percentage and subject to the same limitations, if any, as the transplant itself.
- Medical services required for the removal and transportation of organs or tissues from living donors are covered. Coverage of the organ or tissue donation is payable at the same percentage as the transplant itself if the recipient is a PacificSource member.
  - If the donor is not a PacificSource member, only those complications of the donation that occur during the initial hospitalization are covered, and such complications are covered only to the extent that they are not covered by another health plan or government program. Coverage is payable at the same percentage as the transplant itself.
  - If the donor is a PacificSource member, complications of the donation are covered as any other illness would be covered.
- Transplant related services, including human leukocyte antigen (HLA) typing, sibling tissue typing, and evaluation costs, are considered transplant expenses and accumulate toward any transplant benefit limitations and are subject to PacificSource's provider contractual agreements. (See Payment of Transplant Benefits, below.)

Travel and living expenses are not covered.

### ***Payment of Transplant Benefits***

If a transplant is performed at a participating Center of Excellence transplantation facility, covered charges of the facility are subject to plan deductibles (co-insurance and co-payment amounts after deductible are waived). If our contract with the facility includes the services of the medical professionals performing the transplant (such as physicians, nurse practitioners, and anesthesiologists), those charges are also subject to plan deductibles (co-insurance and co-payment amounts after deductible are waived). If the professional fees are not included in our contract with the facility, then those benefits are provided according to your Medical Benefit Summary.

Transplant services that are not received at a participating Center of Excellence and/or services of non-participating medical professionals are paid at the non-participating provider percentages stated in your Medical Benefit Summary.

## **PRESCRIPTION DRUGS**

### ***Using Your PacificSource Pharmacy Benefits***

Refer to your Pharmacy Summary for your specific benefit information.

### **Preventive Care Drugs**

Your prescription benefit includes certain outpatient drugs as a preventive benefit. This benefit includes some drugs required by federal health care reform. It also includes specific generic drugs that are taken regularly to prevent a disease or to keep a specific disease or condition from coming back after recovery. Preventive drugs do not include drugs for treating an existing illness, injury or condition. You can get a list of covered preventive drugs by calling Customer Service. You can also get this list by going to the pharmacy section on our web page at [PacificSource.com/drug-list](http://PacificSource.com/drug-list).

### **Retail Pharmacy Network**

To use your PacificSource pharmacy benefits, you must show the pharmacy plan number on your PacificSource ID card at the participating pharmacy to receive your plan's highest benefit level. When obtaining prescription drugs at a participating retail pharmacy, the PacificSource pharmacy benefits can only be accessed through the pharmacy plan number printed on your PacificSource ID card. That plan number allows the pharmacy to collect the appropriate deductible, co-payment, and/or co-insurance amount from you and bill PacificSource electronically for the balance.

### **Mail Order Service**

This plan includes a participating mail order service for prescription drugs. Most, but not all, covered prescription drugs are available through this service. Questions about availability of specific drugs may be directed to the PacificSource Customer Service Department or to the plan's participating mail order service vendor. Forms and instructions for using the mail order service are available from PacificSource and on our website, [PacificSource.com](http://PacificSource.com).

### **Specialty Drug Program**

PacificSource contracts with a specialty pharmacy provider for high-cost injectable medications and biotech drugs. A pharmacist-led CareTeam provides individual follow-up care and support to covered members with prescriptions for specialty medications by providing them strong clinical support, as well as the best overall value for these specific medications. The CareTeam also provides comprehensive disease education and counseling, assesses patient health status, and offers a supportive environment for patient inquiries.

Specialty drugs are not available through the participating retail pharmacy network, mail order service, or non-contracted Specialty pharmacies without pre-authorization exception. More information regarding our exclusive specialty pharmacy provider and a list of drugs requiring pre-authorization and/or are subject to restrictions is available on our website, [PacificSource.com/drug-list](http://PacificSource.com/drug-list).

### **PacificSource Medication Synchronization Program**

To ensure your medication is effective, it's important to take it exactly as prescribed. This can be challenging if you take multiple medications that refill at different times and require many trips to the pharmacy. Through our medication synchronization program, your ongoing prescriptions can be coordinated so refills are ready at the same time. If you wish to have your medication refills synchronized, please ask your doctor or pharmacist to contact our Pharmacy Services Department at (800) 624-6052, ext. 3784, or email at [pharmacy@pacificsource.com](mailto:pharmacy@pacificsource.com). We will work with your providers to evaluate your options and develop your synchronization plan.

### **Other Covered Pharmaceuticals**

Supplies covered under your pharmacy benefit are in place of, not in addition to, those same covered supplies under the medical plan. Member cost share for items in this section are applied on the same basis as for other prescription drugs, unless otherwise noted.

### **Diabetic Supplies**

***Refer to the applicable Drug List, at [PacificSource.com/drug-list](http://PacificSource.com/drug-list), to see which diabetic supplies are covered under your pharmacy benefit. Some diabetic supplies, such as glucose monitoring devices, may only be covered under your medical benefit.***

### **Contraceptives**

Any deductible, co-payment, and/or co-insurance amounts are waived for Food and Drug Administration (FDA) approved contraceptive methods for all women with reproductive capacity, as supported by the Health Resources and Services Administration (HRSA), when provided by a participating pharmacy. If a generic exists, preferred brand contraceptives will remain subject to

regular pharmacy plan benefits. When no generic exists, preferred brands are covered at no cost. If a generic becomes available, the preferred brand will no longer be covered under the preventive care benefit.

If the initial three month supply is prescribed then a twelve month refill of the same contraceptive is covered, regardless if the initial prescription was covered under this plan.

### **Orally Administered Anticancer Medications**

Orally administered anticancer medications used to kill or slow the growth of cancerous cells are available. Co-payments for orally administered anticancer medication are applied on the same basis as for other drugs. Orally administered anticancer medications covered under the pharmacy plan are in place of, not in addition to, those same covered drugs under the medical plan.

### **Limitations and Exclusions**

- This plan only covers drugs prescribed by a licensed physician (or other licensed practitioner eligible for reimbursement under your plan) prescribing within the scope of his or her professional license. This plan does not cover the following:
  - Over-the-counter drugs or other drugs that federal law does not prohibit dispensing without a prescription. Over-the-counter tobacco cessation drugs may be covered under your plan, but will require a prescription from your doctor.
  - Drugs for any condition excluded under the health plan. That includes drugs intended to promote fertility/improve sexual function unless for treatment of a mental health diagnosis of sexual dysfunction, treat obesity or weight loss, improve cosmetic conditions (hair loss, wrinkles, etc.) and drugs that are deemed experimental or investigational.
  - Some specialty drugs that are not self-administered are not covered by this pharmacy benefit, but may be covered under the medical plan's office supply benefit. For a list of drugs that are covered under your Medical Benefit and which require Prior Authorization, please refer to the Medical Drug and Diabetic Supply formulary on our website, [PacificSource.com/drug-list](http://PacificSource.com/drug-list). If you have additional questions about your medical drug benefit or your drug is not listed on our website, please contact Customer Service.
  - Some Immunizations may be covered under either your medical or pharmacy benefit. Vaccines covered under the pharmacy benefit include: influenza, hepatitis B, zoster, and pneumococcal. Most other immunizations must be provided by your doctor under your medical benefit.
  - Drugs and devices to treat erectile dysfunction unless medically necessary to treat a medical diagnosis.
  - Drugs used as a preventive measure against hazards of travel.
  - Vitamins, minerals, and dietary supplements, except for prescription prenatal vitamins and fluoride products, and for services that have a rating of 'A' or 'B' from the U.S. Preventive Services Task Force (USPSTF).
- Certain drugs require Prior Authorization (PA), which means that we need to review documentation from your doctor before a drug will be covered. An up-to-date list of drugs requiring preauthorization along with all our requirements is available on our website, [PacificSource.com/drug-list](http://PacificSource.com/drug-list).
- Certain drugs are subject to Step Therapy (ST) protocols, which means that we may require you to try a pre-requisite drug before we will pay for the requested drug. An up-to-date list of drugs requiring Step Therapy along with all of our requirements is available on our website, [PacificSource.com/drug-list](http://PacificSource.com/drug-list).



- Certain drugs have Quantity Limits (QL), which means that we will generally not pay for quantities above the FDA approved maximum dosing without an approved exception. An up-to-date list of drugs with Quantity Limits is available on our website, [PacificSource.com/drug-list](http://PacificSource.com/drug-list).
- Your plan has limitations on the quantity of medication that can be filled or refilled. This quantity depends on the type of pharmacy you are using and the day's supply of the prescription.
  - Retail pharmacies: you can get up to a 34 day supply.
  - Mail order pharmacies: you can get up to a 90 day supply.
  - Specialty pharmacies: you can get up to a 30 day supply.
- For drugs purchased at non-participating pharmacies or at participating pharmacies without using the PacificSource pharmacy benefits, reimbursement is limited to our in-network contracted rates. This means you may not be reimbursed the full cash price you pay to the pharmacy.
- Non-participating pharmacy charges are not eligible for reimbursement unless you have a medical emergency that prevents you from using a participating pharmacy.
- Prescription drug benefits are subject to your plan's coordination of benefits provision.
- For most prescriptions, you may refill your prescription only after 70 percent of the previous supply has been taken. This is calculated by the number of days that have elapsed since the previous fill and the days' supply entered by the pharmacy. PacificSource will generally not approve early refills, except under the following circumstances:
  - The request is for ophthalmic solutions or gels which are susceptible to spillage or wastage.
  - The number of requests for the patient in question has not exceeded three requests in the previous 12 months.
  - The member will be on vacation in a location that does not allow for reasonable access to a network pharmacy for subsequent refills.
  - The previous supply has been lost or stolen AND is not a controlled substance.
  - In some circumstances, the standard co-payment may be applied to early refills

## **OTHER COVERED SERVICES, SUPPLIES, AND TREATMENTS**

- This plan covers services of a state certified ground or air **ambulance** when private transportation is medically inappropriate because the acute medical condition requires paramedic support. Benefits are provided for emergency ambulance service and/or transport to the nearest facility capable of treating the condition. Air ambulance service is covered only when ground transportation is medically or physically inappropriate. Whenever possible, you should seek services from an air ambulance service that participates in PacificSource's network of providers. Reimbursement to non-participating air ambulance services are based on 200 percent of the Medicare allowance. In some cases 200 percent of Medicare may be significantly lower than the provider's billed amount. Your participating provider deductibles and co-insurance will apply when out-of-network ground or air ambulance is part of medically necessary emergency services, and the provider may still bill you for the amounts in excess of PacificSource's allowable charge. Non-emergency medically necessary travel, other than transportation by a licensed ambulance service, to the nearest facility qualified to treat the patient's medical condition is covered when approved in advance by PacificSource. Non-emergency ground or air ambulance between facilities requires preauthorization.
- This plan covers **biofeedback** to treat migraine headaches or urinary incontinence when provided by an otherwise eligible practitioner. Benefits are limited to a lifetime maximum of ten sessions.

- This plan covers **blood transfusions**, including the cost of blood or blood plasma.
- This plan covers removal, repair, or replacement of **breast prostheses** due to a contracture or rupture, but only when the original prosthesis was for a medically necessary mastectomy. Preauthorization by PacificSource is required, and eligibility for benefits is subject to the following criteria:
  - The contracture or rupture must be clinically evident by a physician’s physical examination, imaging studies, or findings at surgery.
  - This plan covers removal, repair, and/or replacement of the prosthesis;
  - Removal, repair, and/or replacement of the prosthesis is not covered when recommended due to an autoimmune disease, connective tissue disease, arthritis, allergenic syndrome, psychiatric syndrome, fatigue, or other systemic signs or symptoms.
- This plan covers **breast reconstruction** in connection with a medically necessary mastectomy. Coverage is provided in a manner determined in consultation with the attending physician and patient for:
  - All stages of reconstruction of the breast on which the mastectomy was performed;
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance;
  - Prostheses; and
  - Treatment of physical complications of the mastectomy, including lymphedema.

Benefits for breast reconstruction are subject to all terms and provisions of the plan, including deductibles, co-payments, and/or co-insurance stated in your Medical Benefit Summary.

- This plan covers **cardiac rehabilitation** as follows:
  - Phase I (inpatient) services are covered under inpatient hospital benefits.
  - Phase II (short-term outpatient) services are covered subject to the deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for diagnostic lab and x-ray. Benefits are limited to services provided in connection with a cardiac rehabilitation exercise program up to a lifetime maximum of 36 visits and are considered reasonable and necessary.
  - Phase III (long-term outpatient) services are not covered.
- This plan covers **child abuse medical assessments** which includes the taking of a thorough medical history, a complete physical examination and interview by or under the direction of a licensed physician or other licensed health care professional trained in the evaluation, diagnosis and treatment of child abuse. Child abuse medical assessments are covered when performed at a community assessment center. Community assessment center means a neutral, child-sensitive community-based facility or service provider to which a child from the community may be referred to receive a thorough child abuse medical assessment for the purpose of determining whether the child has been abused or neglected.
- **Cochlear implants and bilateral cochlear implants** are covered when medically necessary.
- This plan covers IUD, diaphragm, and cervical cap **contraceptives and contraceptive devices** along with their insertion or removal, as well as hormonal contraceptives including oral, patches and rings prescribed by your physician or a pharmacist. Contraceptive devices that can be obtained over the counter or without a prescription, such as condoms are not covered.
- This plan covers **corneal transplants**. Preauthorization is not required.
- In the following situations, this plan covers **cosmetic or reconstructive surgery**:

- When necessary to correct a functional disorder; or
- When necessary due to a congenital anomaly; or
- When necessary because of an accidental injury, or to correct a scar or defect that resulted from treatment of an accidental injury; or
- When necessary to correct a scar or defect on the head or neck that resulted from a covered surgery.

Cosmetic or reconstructive surgery is provided for one attempt and must take place within 18 months after the injury, surgery, scar, or defect first occurred unless determined otherwise through medical necessity evaluation. Preauthorization by PacificSource is required for all cosmetic and reconstructive surgeries covered by this plan. For information on breast reconstruction, see 'breast prostheses' and 'breast reconstruction' in this section.

- This plan covers dental and orthodontic services for the treatment of **craniofacial anomalies** when medically necessary to restore function. Coverage includes but is not limited to physical disorders identifiable at birth that affect the bony structure of the face or head, such as a cleft palate, cleft lip, craniosynostosis, craniofacial microsomia and Treacher Collins syndrome. Coverage is limited to the least costly clinically appropriate treatment. Cosmetic procedures and procedures to improve on the normal range of functions are not covered. See the exclusions for cosmetic/reconstructive services, dental examinations and treatments, jaw surgery, and orthognathic surgery under the 'Excluded Services' section.
- This plan provides coverage for certain **diabetic equipment, supplies and training** as follows:
  - Diabetic supplies other than insulin and syringes (such as lancets, test strips, and glucostix) are covered subject to the deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for durable medical equipment. You may purchase those supplies from any retail outlet and send your receipts to PacificSource, along with your name, group number, and member ID number. We will process the claim and mail you a reimbursement check.
  - Insulin pumps are covered subject to preauthorization by PacificSource.
  - Diabetic insulin and syringes are covered under your prescription drug benefit, if your plan includes prescription coverage. Lancets and test strips are also available under that prescription benefit in lieu of those covered supplies under the medical plan.
  - This plan covers outpatient and self-management training and education for the treatment of diabetes, subject to the deductible, co-payment and/or co-insurance for office visits stated in the Member Benefit Summary. To be covered, the training must be provided by a licensed healthcare professional with expertise in diabetes.
  - This plan covers medically necessary telemedical health services via two-way electronic communication provided in connection with the treatment of diabetes. (See Professional Services in this section.)
- This plan covers **dietary or nutritional counseling** provided by a registered dietitian under certain circumstances. It is covered under the diabetic education benefit, or for management of inborn errors of metabolism (excluding obesity), or for management of anorexia nervosa or bulimia nervosa as determined by medical necessity evaluation.
- This plan covers nonprescription **elemental enteral formula** ordered by a physician for home use. Formula is covered when medically necessary to treat severe intestinal malabsorption and the formula comprises a predominant or essential source of nutrition. Coverage is subject to the deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for durable medical equipment.

- This plan covers routine **foot care** for patients with diabetes mellitus.
- **Hospitalization for dental procedures** is covered when the patient has another serious medical condition that may complicate the dental procedure, such as serious blood disease, unstable diabetes, or severe cardiovascular disease, or the patient is physically or developmentally disabled with a dental condition that cannot be safely and effectively treated in a dental office. Coverage requires preauthorization by PacificSource, and only charges for the facility, anesthesiologist, and assistant physician are covered. Hospitalization because of the patient's apprehension or convenience is not covered.
- This plan covers treatment for **inborn errors of metabolism** involving amino acid, carbohydrate, and fat metabolism for which widely accepted standards of care exist for diagnosis, treatment, and monitoring, including quantification of metabolites in blood, urine or spinal fluid or enzyme or DNA confirmation in tissues. Coverage includes expenses for diagnosing, monitoring and controlling the disorders by nutritional and medical assessment, including but not limited to clinical visits, biochemical analysis and medical foods used in the treatment of such disorders. Nutritional supplies are covered subject to the deductible, co-payment, and/or co-insurance stated in your Medical Benefit Summary for durable medical equipment.
- **Infertility services** are covered when medically necessary, subject to the co-payments, co-insurance amounts, and/or deductibles stated in the Medical Benefit Summary. In-vitro fertilization and procedures determined to be experimental or investigational in nature are not covered. (See 'Family planning' under Excluded Services section.)
- **Injectable drugs and biologicals** administered by a physician are covered when medically necessary for diagnosis or treatment of illness, injury, or disease. This benefit does not include immunizations (see Preventive Care Services in this section) or drugs or biologicals that can be self-administered or are dispensed to a patient.
- This plan covers **maxillofacial prosthetic services** when prescribed by a physician as necessary to restore and manage head and facial structures. Coverage is provided only when head and facial structures cannot be replaced with living tissue, and are defective because of disease, trauma, or birth and developmental deformities. To be covered, treatment must be necessary to control or eliminate pain or infection or to restore functions such as speech, swallowing, or chewing. Coverage is limited to the least costly clinically appropriate treatment, as determined by the physician. Cosmetic procedures and procedures to improve on the normal range of functions are not covered. Dentures and artificial larynx are also not covered.
- For **pediatric dental care requiring general anesthesia**, this plan covers the facility charges of a hospital or ambulatory surgery center. Benefits are limited to one visit annually and are subject to preauthorization by PacificSource.
- **Post-mastectomy care** is covered for hospital inpatient care for a period of time as determined by the attending physician and, in consultation with the patient determined to be medically necessary following a mastectomy, a lumpectomy, or a lymph node dissection for the treatment of breast cancer.
- The **routine costs of care associated with approved clinical trials** are covered. Benefits are only provided for routine costs of care associated with approved clinical trials. Expenses for services or supplies that are not considered routine costs of care are not covered. For more information, see 'routine costs of care' in the Definitions section of this handbook. A 'qualified individual' is someone who is eligible to participate in an 'approved clinical trial'. If a participating provider is participating in an approved clinical trial, the qualified individual may be required to participate in the trial through that participating provider if the provider will accept the individual as a participant in the trial.

- **Sleep studies** are covered when ordered by a pulmonologist, neurologist, otolaryngologist, internist, family practitioner, or certified sleep medicine specialist, and when performed at a certified sleep laboratory.
- This plan covers medically necessary therapy and services for the treatment of **traumatic brain injury**.
- This plan covers **tubal ligation and vasectomy** procedures.
- **Routine vision examinations** are covered for enrolled members age 19 and older on this plan. Benefits are subject to the deductible, limitations, co-payment, and/or co-insurance stated in your Vision Benefit Summary. (See your Vision Benefit Summary for details.)
- **Vision hardware** including lenses, frames and contact lenses are covered for enrolled members age 19 and older. Benefits are subject to the deductible, limitations, co-payment, and/or co-insurance stated in your Vision Benefit Summary. (See your Vision Benefit Summary for details.)

## **BENEFIT LIMITATIONS AND EXCLUSIONS**

### ***Least Costly Setting for Services***

Covered services must be performed in the least costly setting where they can be provided safely. If a procedure can be done safely in an outpatient setting but is performed in a hospital inpatient setting, this plan will only pay what it would have paid for the procedure on an outpatient basis.

### **EXCLUDED SERVICES**

***Types of Treatment*** - This plan does not cover the following:

- Abdominoplasty for any indication.
- Academic skills training.
- Any amounts in excess of the allowable fee for a given service or supply.
- Aversion therapy.
- Benefits not stated - Services and supplies not specifically described as benefits under the group health plan and/or any endorsement attached hereto.
- Biofeedback (other than as specifically noted under the Covered Expenses - Other covered Services, Supplies, and Treatment section).
- Charges for phone consultations, missed appointments, get acquainted visits, completion of claim forms, or reports PacificSource needs to process claims.
- Charges over the usual, customary, and reasonable fee (UCR) - Any amount in excess of the UCR for a given service or supply.
- Charges that are the responsibility of a third party who may have caused the illness, injury, or disease or other insurers covering the incident (such as workers' compensation insurers, automobile insurers, and general liability insurers).
- Chelation therapy including associated infusions of vitamins and/or minerals, except as medically necessary for the treatment of selected medical conditions and medically significant heavy metal toxicities.
- Computer or electronic equipment for monitoring asthmatic, diabetic, or similar medical conditions or related data.

- Cosmetic/reconstructive services and supplies - (Except as specified in the Covered Expenses - Other Covered Services, Supplies, and Treatments section of this handbook). Services and supplies, including drugs, rendered primarily for cosmetic/reconstructive purposes. Cosmetic/reconstructive surgery not covered under this plan. Cosmetic/reconstructive services and supplies are those performed primarily to improve the body's appearance and not primarily to restore impaired function of the body, unless the area needing treatment is a result of congenital anomaly.
- Court-ordered sex offender treatment programs.
- Day care or custodial care - Care and related services designed essentially to assist a person in maintaining activities of daily living, e.g. services to assist with walking, getting in/out of bed, bathing, dressing, feeding, preparation of meals, homemaker services, special diets, rest crews, day care, and diapers. (This does not include rehabilitative or habilitative services that are covered under the Professional Services section.) Custodial care is only covered in conjunction with respite care allowed under this plan's hospice benefit. For related provisions, see 'Hospital and Skilled Nursing Facility Services' and 'Home Health and Hospice Services' in the Covered Expenses section of this handbook.
- Dental examinations and treatment - For the purpose of this exclusion, the term 'dental examinations and treatment' means services or supplies provided to prevent, diagnose, or treat diseases of the teeth and supporting tissues or structures. This includes services, supplies, hospitalization, anesthesia, dental braces or appliances, or dental care rendered to repair defects that have developed because of tooth loss, or to restore the ability to chew, or dental treatment necessitated by disease. For related provisions, see 'hospitalization for dental procedures' under 'Other Covered Services, Supplies, and Treatments' in the Covered Expenses section of this handbook.
- Drugs and biologicals that can be self-administered (including injectables) are excluded from the medical benefit, except those provided in a hospital emergency room, or other institutional setting, or as outpatient chemotherapy and dialysis, which are covered.
- Drugs or medications not prescribed for inborn errors of metabolism, diabetic insulin, or autism spectrum disorder that can be self-administered (including prescription drugs, injectable drugs, and biologicals), unless given during a visit for outpatient chemotherapy or dialysis or during a medically necessary hospital, emergency room or other institutional stay.
- Educational or correctional services or sheltered living provided by a school or halfway house, except outpatient services received while temporarily living in a shelter.
- Electronic Beam Tomography (EBT).
- Equine/animal therapy.
- Equipment commonly used for nonmedical purposes or marketed to the general public.
- Equipment used primarily in athletic or recreational activities. This includes exercise equipment for stretching, conditioning, strengthening, or relief of musculoskeletal problems.
- Experimental or investigational procedures - Your PacificSource plan does not cover experimental or investigational treatment. By that, we mean services, supplies, protocols, procedures, devices, chemotherapy, drugs or medicines or the use thereof that are experimental or investigational for the diagnosis and treatment of the patient. It includes treatment that, when and for the purpose rendered: has not yet received full U.S. government agency approval (e.g. FDA) for other than experimental, investigational, or clinical testing; is not of generally accepted medical practice in your policy's state of issuance or as determined by medical advisors, medical associations, and/or technology resources; is not approved for reimbursement by the Centers for Medicare and

Medicaid Services; is furnished in connection with medical or other research; or is considered by any governmental agency or subdivision to be experimental or investigational, not reasonable and necessary, or any similar finding.

An experimental or investigational service is not made eligible for benefits by the fact that other treatment is considered by your healthcare provider to be ineffective or not as effective as the service or that the service is prescribed as the most likely to prolong life.

When making benefit determinations about whether treatments are investigational or experimental, we rely on the above resources as well as: expert opinions of specialists and other medical authorities; published articles in peer-reviewed medical literature; external agencies whose role is the evaluation of new technologies and drugs; and external review by an independent review organization.

The following will be considered in making the determination whether the service is in an experimental and/or investigational status: whether there is sufficient evidence to permit conclusions concerning the effect of the services on health outcomes; whether the scientific evidence demonstrates that the services improve health outcomes as much or more than established alternatives; whether the scientific evidence demonstrates that the services' beneficial effects outweigh any harmful effects; and whether any improved health outcomes from the services are attainable outside an investigational setting.

If you or your provider has any concerns about whether a course of treatment will be covered, we encourage you to contact our Customer Service Department. We will arrange for medical review of your case against our criteria, and notify you of whether the proposed treatment will be covered.

- Eye examinations (routine) for members age 19 and older.
- Eye exercises and eye refraction - therapy, and procedures - Orthoptics, vision therapy, and procedures intended to correct refractive errors.
- Family planning - Services and supplies for artificial insemination, in vitro fertilization, or surgery to reverse voluntary sterilization, and treatment of erectile or sexual dysfunction unless medically necessary to treat a mental health diagnosis.
  - Services and supplies, surgery, treatment, or prescriptions to prevent, or cure infertility or to induce fertility (including Gamete and/or Zygote Interfallopian Transfer; i.e. GIFT or ZIFT), determined to be experimental or investigational in nature are not covered, except for medically necessary medication to preserve fertility during treatment with cytotoxic chemotherapy.
  - For purposes of this plan, infertility is defined as:
    - Male: Low sperm counts or the inability to fertilize an egg; or
    - Female: The inability to conceive or carry a pregnancy to 12 weeks.
- Instructional or educational programs, except diabetes self-management programs unless medically necessary.
- Fitness or exercise programs and health or fitness club memberships.
- Food dependencies.
- Foot care (routine) - Services and supplies for corns and calluses of the feet, conditions of the toenails other than infection, hypertrophy or hyperplasia of the skin of the feet, and other routine foot care, except in the case of patients being treated for diabetes mellitus.

- Growth hormone injections or treatments, except to treat documented growth hormone deficiencies.
- Homeopathic medicines or homeopathic supplies.
- Hypnotherapy.
- Immunizations when recommended for or in anticipation of exposure through travel or work.
- Instructional or educational programs, except diabetes self-management programs unless medically necessary.
- Jaw - Services or supplies for developmental or degenerative abnormalities of the jaw, malocclusion, dental implants, or improving placement of dentures.
- Maintenance supplies and equipment not unique to medical care.
- Marital/partner counseling.
- Mattresses and mattress pads are only covered when medically necessary to heal pressure sores.
- Mental health treatments for conditions as listed in the current Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association which, according to the DSM, are not attributable to a mental health disorder or disease.
- Mental illness does not include -relationship problems (e.g. parent-child, partner, sibling, or other relationship issues), except the treatment of children five years of age or younger for parent-child relational problems, physical abuse of a child, sexual abuse; neglect of a child, or bereavement.  
The following are also excluded: court-mandated psychological evaluations for child custody determinations; voluntary mutual support groups such as Alcoholics Anonymous; adolescent wilderness treatment programs; mental examinations for the purpose of adjudication of legal rights; psychological testing and evaluations not provided as an adjunct to treatment or diagnosis of a stress management, parenting skills, or family education; assertiveness training; image therapy; sensory movement group therapy; marathon group therapy; and sensitivity training.
- Modifications to vehicles or structures to prevent, treat, or accommodate a medical condition.
- Motion analysis, including videotaping and 3-D kinematics, dynamic surface and fine wire electromyography, including physician review.
- Myeloablative high dose chemotherapy, except when the related transplant is specifically covered under the transplantation provisions of this plan. For related provisions, see 'Transplant Services' in the Covered Expenses section of this handbook.
- Narcosynthesis.
- Naturopathic supplies.
- Nicotine related disorders.
- Obesity or weight reduction control - Surgery or other related services or supplies provided for weight control or obesity (including all categories of obesity), whether or not there are other medical conditions related to or caused by obesity. This also includes services or supplies used for weight loss, such as food supplementation programs and behavior modification programs, regardless of the medical conditions that may be caused or exacerbated by excess weight, and self-help or training programs for weight control. Obesity screening and counseling are covered for children and adults; see the 'dietary or nutritional counseling' section under 'Other Covered Services'.



- Oral/facial motor therapy for strengthening and coordination of speech-producing musculature and structures.
- Orthognathic surgery - Services and supplies to augment or reduce the upper or lower jaw, except as specified under 'Professional Services' in the Covered Expenses section of this handbook. For related provisions, see the exclusions for 'jaw' in this section.
- Orthopedic shoes, diabetic shoes, and shoe modifications.
- Osteopathic manipulation, except for treatment of disorders of the musculoskeletal system.
- Over-the-counter medications or nonprescription drugs. See the Prescription Drug Benefit Summary for additional detail about over-the-counter medications.
- Panniculectomy for any indication.
- Personal items such as telephones, televisions, and guest meals during a stay at a hospital or other inpatient facility.
- Physical or eye examinations required for administrative purposes such as participation in athletics, admission to school, or by an employer.
- Private nursing service.
- Programs that teach a person to use medical equipment, care for family members, or self-administer drugs or nutrition (except for diabetic education benefit).
- Psychoanalysis or psychotherapy received as part of an educational or training program, regardless of diagnosis or symptoms that may be present.
- Recreation therapy – Outpatient.
- Rehabilitation – Functional capacity evaluations, work hardening programs, vocational rehabilitation, community reintegration services, and driving evaluations and training programs.
- Replacement costs for worn or damaged durable medical equipment that would otherwise be replaceable without charge under warranty or other agreement.
- Scheduled and/or non-emergent medical care outside of the United States.
- Screening tests - Services and supplies, including imaging and screening exams performed for the sole purpose of screening and not associated with specific diagnoses and/or signs and symptoms of disease or of abnormalities on prior testing (including but not limited to total body CT imaging, CT colonography and bone density testing). This does not include preventive care screenings listed under 'Preventive Care Services' in the Covered Expenses section of this handbook.
- Self-help or training programs.
- Sensory integration training.
- Services for individuals 18 years of age or older with intellectual disabilities which are generally provided by your State Department of Health and Welfare for those with Developmental Disabilities.
- Services of providers who are not eligible for reimbursement under this plan. An individual organization, facility, or program is not eligible for reimbursement for services or supplies, regardless of whether this plan includes benefits for such services or supplies, unless the individual, organization, facility, or program is licensed by the state in which services are provided as an independent practitioner, hospital, ambulatory surgical center, skilled nursing facility, durable medical equipment supplier, or mental and/or chemical healthcare facility. To the extent

PacificSource maintains credentialing requirements the practitioner or facility must satisfy those requirements in order to be considered an eligible provider.

- Services or supplies available to you from another source, including those available through a government agency.
- Services or supplies with no charge, or for which your employer has paid for, or for which the member is not legally required to pay, or for which a provider or facility is not licensed to provide even though the service or supply may otherwise be eligible. This exclusion includes any service provided to the member, or any licensed medical professional that is directly related to the member by blood or marriage.
- Services otherwise available - These include but are not limited to:
  - Services or supplies for which payment could be obtained in whole or in part if the member applied for payment under any city, county, state (except Medicaid), or federal law; and
  - Services or supplies the member could have received in a hospital or program operated by a federal government agency or authority, except otherwise covered expenses for services or supplies furnished to a member by the Veterans' Administration of the United States that are not military service-related.

This exclusion does not apply to covered services provided through Medicaid or by any hospital owned or operated by the policy's state of issuance or any state-approved community mental health and developmental disability program.

- Services required by state law as a condition of maintaining a valid driver license or commercial driver license.
- Services, supplies, and equipment not involved in diagnosis or treatment but provided primarily for the comfort, convenience, intended to alter the physical environment, or education of a patient. This includes appliances like adjustable power beds sold as furniture, air conditioners, air purifiers, room humidifiers, heating and cooling pads, home blood pressure monitoring equipment, light boxes, conveyances other than conventional wheelchairs, whirlpool baths, spas, saunas, heat lamps, tanning lights, and pillows.
- Sexual disorders - Services or supplies for the treatment of sexual dysfunction or inadequacy unless medically necessary to treat a mental health diagnosis. For related provisions, see the exclusions for 'family planning', and 'mental illness' in this section.
- Sex reassignment - Procedures, services or supplies related to a sex reassignment unless medically necessary.
- Snoring - Services or supplies for the diagnosis or treatment of snoring and/or upper airway resistance disorders, including somnoplasty.
- Social skill training.
- Speech therapy - Oral/facial motor therapy for strengthening and coordination of speech-producing muscles and structures, except as medically necessary in the restoration or improvement of speech following a traumatic brain injury or individuals diagnosed with a pervasive developmental disorder.
- Support groups.
- Transplants - Any services, treatments, or supplies for the transplantation of bone marrow or peripheral blood stem cells or any human body organ or tissue, except as expressly provided under the provisions of this plan for covered transplantation expenses. For related provisions see 'Transplant Services' in the Covered Expenses section of this handbook.

- Treatment after insurance ends - Services or supplies a member receives after the member's coverage under this plan ends, except as follows:
  - If this plan is replaced by another group health plan while the member is hospitalized, PacificSource will continue paying covered hospital expenses until the member is released or benefits are exhausted, whichever occurs first.
- Treatment not medically necessary - Services or supplies that are not medically necessary for the diagnosis or treatment of an illness, injury, or disease. For related provisions, see 'medically necessary' in the Definitions section and 'Understanding Medical Necessity' in the Covered Expenses section of this handbook.
- Treatment of any illness, injury, or disease resulting from an illegal occupation or attempted felony, or treatment received while in the custody of any law enforcement other than with local supervisory authority while pending disposition of charges.
- Treatment of any work-related illness, injury, or disease, except in the following circumstances:
  - You are the owner, partner, or principal of the employer group insured by PacificSource, were injured in the course of employment with the employer group that is insured by PacificSource, and are otherwise exempt from the applicable state or federal workers' compensation insurance program;
  - The appropriate state or federal worker's compensation insurance program has determined that coverage is not available for your injury. This exclusion includes any illness, injury, or disease that is caused by any for-profit activity, whether through employment or self-employment; or
  - If you are employed by an Oregon Based Group and have timely filed an application for coverage with the State Accident Insurance Fund or other Worker's Compensation Carrier and are waiting for determination of coverage from that entity.
- Treatment prior to enrollment - Services or supplies a member received prior to enrolling in coverage provided by this plan, such as inpatient stays or admission to a hospital, skilled nursing facility or specialized facility that began before the patient's coverage under this plan.
- Unwilling to release information - Charges for services or supplies for which a member is unwilling to release medical or eligibility information necessary to determine the benefits payable under this plan.
- Vocational rehabilitation, functional capacity evaluations, work hardening programs, community reintegration services, and driving evaluations and training programs, except as medically necessary in the restoration or improvement of speech following a traumatic brain injury or for individuals diagnosed with a pervasive development disorder.
- War-related conditions – The treatment of any condition caused by or arising out of an act of war, armed invasion, or aggression, or while in the service of the armed forces unless not covered by the member's military or veterans coverage.

## **PREAUTHORIZATION**

*Coverage of certain medical services and surgical procedures requires a benefit determination by PacificSource before the services are performed. This process is called 'preauthorization'.*

Preauthorization is necessary to determine if certain services and supplies are covered under this plan, and if you meet the plan's eligibility requirements.

Your medical provider can request preauthorization from the PacificSource Health Services Department by phone, fax, mail, or email. If your provider will not request preauthorization for you,

you may contact us yourself. In some cases, we may ask for more information or require a second opinion before authorizing coverage.

Because of the changing nature of medicine, PacificSource continually reviews new technologies and standards of medical practice. The list of procedures and services requiring preauthorization is therefore subject to revision and update. ***The list is not intended to suggest that all the items included are necessarily covered by the benefits of this plan.*** You'll find the most current preauthorization list on our website, PacificSource.com.

Services requiring preauthorization:

- All inpatient admissions to a hospital (not including emergency room care), skilled nursing facility or a rehabilitation facility, all emergency hospitalizations (PacificSource must be notified within two business days, or as soon as reasonably possible) and all hospital birthing center admissions for maternity/delivery services;
- All outpatient surgical procedures;
- All inpatient, residential and day or partial hospitalization treatment services for Mental Health and Chemical dependency conditions;
- All human organ/tissue transplant related services;
- All restoration of head/facial structures: Limited dental services;
- All PET, CT, CTA, MRI and MRA imaging and nuclear cardiac study services;
- All home healthcare services;
- All inpatient hospice services;
- All medical supplies, appliances, prosthetic and orthotic devices, and durable medical equipment in excess of \$800; or
- All outpatient hospitalization and anesthesia for dental.

*If your treatment is not preauthorized, you can still seek treatment, but you will be held responsible for the expense if it is not medically necessary or is not covered by this plan. Remember, any time you are unsure if an expense will be covered, contact the PacificSource Customer Service Department.*

Notification of PacificSource's benefit determination will be communicated by letter, fax, or electronic transmission to the hospital, the provider, and you. If time is a factor, notification will be made by telephone and followed up in writing.

PacificSource reserves the right to employ a third party to perform preauthorization procedures on its behalf.

In a medical emergency, services and supplies necessary to determine the nature and extent of the emergency condition and to stabilize the patient are covered without preauthorization requirements. PacificSource must be notified of an emergency admission to a hospital or specialized treatment center as an inpatient within two business days.

If your provider's preauthorization request is denied as not medically necessary or as experimental, your provider may appeal our benefit determination. You retain the right to appeal our benefit determination independent from your provider.

## **CASE MANAGEMENT**

Case management is a service provided by Registered Nurses who are Certified Case Managers with specialized skills to respond to the complexity of a member's healthcare needs. Case management services may be initiated by PacificSource when there is a high utilization of health

services or multiple providers, or for health problems such as, but not limited to, transplantation, high risk obstetric or neonatal care, open heart surgery, neuromuscular disease, spinal cord injury, or any acute or chronic condition that may necessitate specialized treatment or care coordination. When case management services are implemented, the Nurse Case Manager will work in collaboration with the patient's provider and the PacificSource Medical Director to enhance the quality of care and maximize available health plan benefits. A case manager may authorize benefits for supplemental services not otherwise covered by this plan. (See Individual Benefits Management in this section.)

PacificSource reserves the right to employ a third party to assist with, or perform the function of, case management.

## **INDIVIDUAL BENEFITS MANAGEMENT**

Individual benefits management addresses, as an alternative to providing covered services, PacificSource's consideration of economically justified alternative benefits. The decision to allow alternative benefits will be made by PacificSource on a case-by-case basis. PacificSource's determination to cover and pay for alternative benefits for a member shall not be deemed to waive, alter or affect PacificSource's right to reject any other or subsequent request or recommendation. PacificSource may elect to provide alternative benefits if PacificSource and the member's attending provider concur in the request for and in the advisability of alternative benefits in lieu of specified covered services, and, in addition, PacificSource concludes that substantial future expenditures for covered services for the member could be significantly diminished by providing such alternative benefits under the individual benefit management program. (See Case Management above.)

## **UTILIZATION REVIEW**

PacificSource has a utilization review program to determine coverage of hospital admissions. This program is administered by our Health Services Department. All hospital admissions are reviewed by PacificSource Nurse Case Managers, who are all registered nurses and Certified Case Managers. Questions regarding medical necessity, possible experimental or investigational services, appropriate setting, and appropriate treatment are forwarded to the PacificSource Medical Director for review and benefit determination.

PacificSource reserves the right to delegate a third party to assist with or perform the function of utilization management.

### ***Authorization of Hospital Admissions***

When a PacificSource member is admitted to a hospital within the area covered by PacificSource's provider networks (see the Using the Provider Network - Coverage While Traveling section), the hospital calls PacificSource to verify the patient's eligibility and benefits. The hospital gives us information about the patient's diagnosis, procedure, and attending physician and we use this information to evaluate how long each patient is expected to remain hospitalized.

This is called the 'target length of stay.' We use the target length of stay to monitor the patient's progress and plan for any necessary follow-up care after the patient is discharged.

The PacificSource Health Services Department assigns the target length of stay based on the patient's diagnosis and/or procedure. For standard hospitalizations, we use written procedures that were developed based on the following guidelines:

- Milliman Care Guidelines (MCG™);
- MCG™ Goal Length of Stay (GLOS); and
- Standard of practice in your policy's state of issue.

If we are unable to assign a target length of stay based on those guidelines, our Nurse Case Manager contacts the hospital for more specific information about the case. We then use that information to assign a target length of stay for the patient.

### ***Extension of Hospital Stays***

If a patient's hospital stay extends beyond the targeted length of stay, a Nurse Case Manager contacts the hospital to obtain current information about the patient's medical progress and assign a new target length of stay or begin planning for the patient's discharge. The PacificSource Medical Director may review the case to determine if extended hospitalization meets coverage criteria.

Occasionally, patients choose to extend their hospital stay beyond the length the attending physician considers medically necessary. Charges for hospital days and services beyond those determined to be medically necessary are the member's responsibility.

### ***Timeliness for Responding to Coverage Request***

When PacificSource receives a request for coverage of an admission or extension of a hospital stay, we are generally able to provide an answer that same day. If we do not have enough information to make a benefit determination, we request further information and attempt to provide a determination on the day we receive that information. If a member is discharged before we receive the information we need, the case is reviewed retrospectively by the Nurse Case Manager and the Medical Director for a determination regarding coverage.

### ***Questions About Specific Utilization Review Decisions***

If you would like information on how we reached a particular utilization review benefit determination, please contact our Health Services Department by phone at (541) 684-5584 or (888) 691-8209, or by email at [healthservices@pacificsource.com](mailto:healthservices@pacificsource.com).

## **CLAIMS PAYMENT**

### ***How to File a Claim***

When a PacificSource participating provider treats you, your claims are automatically sent to PacificSource and processed. All you need to do is show your PacificSource ID card to the provider.

If you receive care from a non-participating provider, the provider may submit the claim to PacificSource for you. If not, you are responsible for sending the claim to us for processing. Your claim must include a copy of your provider's itemized bill. It must also include your name, PacificSource ID number or social security number, group name, group number, and the patient's name. If you were treated for an accidental injury, please include the date, time, place, and circumstances of the accident.

All claims for benefits must be turned in to PacificSource within 90 days of the date of service. If it is not possible to submit a claim within 90 days, turn in the claim with an explanation as soon as possible. In some cases PacificSource may accept the late claim.

### ***Proofs of Loss***

PacificSource, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished by PacificSource within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss. Upon receipt of the forms for proof of loss, the claimant then must submit the proofs of loss within 90 days of the date of the loss or as soon as reasonably possible. 'Proofs of loss' include written proof covering the occurrence, the character and the extent of the loss for which claim is made.

All claims should be sent to:

*PacificSource Health Plans*  
*Attn: Claims*  
*PO Box 7068*  
*Springfield, OR 97475-0068*

### ***Claim Handling Procedures***

A claim for benefits under this plan will be examined by PacificSource on a pre-service, concurrent, and/or a post-services basis. Each time your claim is examined, a new claims determination will be made regarding the category (pre-service, concurrent, or post-service) into which the claim falls at that particular time. In each case, PacificSource must render a claim determination within a prescribed period of time.

**Pre-service claims** - Your plan subjects the receipt of benefits for some services or supplies to a preauthorization review. Although a preauthorization review is generally done on a pre-service basis, it may in some case be conducted on a post-service basis. Unless a response is needed sooner due to the urgency of the situation, a pre-service preauthorization review will be completed and notification made to you and your medical provider as soon as possible, generally within two working days, but no later than 15 days within receipt of the request.

**Urgent care claims** - If the time period for making a non-urgent care determination could seriously jeopardize your life, health or ability to regain maximum function, or would subject you to severe pain that cannot be adequately managed without the care or treatment that is proposed, a preauthorization review will be completed as soon as possible, generally within 24 hours, but no later than 72 hours of receipt of the request.

**Concurrent care review** - Inpatient hospital or rehabilitation facilities, skilled nursing facilities, intensive outpatient, and residential behavioral healthcare require concurrent review for a benefit determination with regard to an appropriate length of stay or duration of service. Benefit determinations will be made as soon as possible but no later than one working day of receipt of all the information necessary to make such a determination.

**Post-service claims** - A claim determination that involves only the payment of reimbursement of the cost of medical care that has already been provided will be made as soon as reasonably possible but no later than 30 days from the day after receiving the claim.

**Retrospective review** - A claim for benefits for which the service or supply requires a preauthorization review but was not submitted for review on a pre-service basis will be reviewed on a retrospective basis within 30 working days after receipt of the information necessary to make a claim determination.

**Extension of time** - Despite the specified timeframes, nothing prevents the member from voluntarily agreeing to extend the above timeframes. Unless additional information is needed to process your claim, PacificSource will make every effort to meet the timeframes stated above. If a claim cannot be paid within the stated timeframes because additional information is needed, we will acknowledge receipt of the claim and explain why payment is delayed. If we do not receive the necessary information within 15 days of the delay notice, we will either deny the claim or notify you every 45 days while the claim remains under investigation. No extension is permitted for urgent care claims.

**Payment of claims** - PacificSource has the sole right to pay benefits to the member, the provider, or both jointly. Neither the benefits of this policy nor a claim for payment of benefits under the policy are assignable in whole or in part to any person or entity.

**Adverse benefit determinations** - A decision made to reduce or deny benefits applied on a pre-service, post-service, or concurrent care basis may be appealed in accordance with the plan's Appeals procedures. (See Complaints, Grievances, and Appeals section below.)

### **Questions About Claims**

If you have questions about the status of a claim, you are welcome to contact the PacificSource Customer Service Department. You may also contact Customer Service if you believe a claim was denied in error. We will review your claim and your group policy benefits to determine if the claim is eligible for payment. Then we will either reprocess the claim for payment, or contact you with an explanation.

### **Benefits Paid in Error**

If PacificSource makes a payment to you that you are not entitled to, or pays a person who is not eligible for payment, we may recover the payment. We may also deduct the amount paid in error from your future benefits if PacificSource receives an agreement from you in writing.

In the same manner, if PacificSource applies medical expense to the plan deductible that would not otherwise be reimbursable under the terms of this policy; we may deduct a like amount from the accumulated deductible amount and/or recover payment of medical expense that would have otherwise been applied to the deductible. Examples of amounts recoverable under this provision include, but are not limited to benefits provided for incurred expense for the treatment of an excluded medical condition. The fact that a medical expense was applied to the plan's deductible or a drug was provided under the plan's prescription drug program does not in itself create an eligible expense or infer that benefits will continue to be provided for an otherwise excluded condition.

## **COORDINATION OF BENEFITS**

*This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits which can be very complicated. This is not a complete description of all of the coordination rules.*

### **Double Coverage**

It is common for family members to be covered by more than one healthcare plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one health plan, state law permits your insurers to follow a procedure called 'coordination of benefits' to determine how much each should pay when you have a claim. The goal is to make sure that the combined payments of all plans do not add up to more than your covered healthcare expenses.

Coordination of benefits (COB) is complicated, and covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, contact our Customer Service Department or contact your state insurance department.

### **Primary or Secondary?**

You will be asked to identify all the plans that cover members of your family. We need this information to determine whether we are the 'primary' or 'secondary' benefit payer. The primary plan always pays first when you have a claim.

Any plan that does not contain your state's COB rules will always be primary.

### **When This Plan is Primary**



If you or a family member are covered under another plan in addition to this one, we will be primary when:

### ***Your Own Expenses***

- The claim is for your own healthcare expenses, unless you are covered by Medicare and both you and your spouse or qualified domestic partner are retired.

### ***Your Spouse's Expenses***

- The claim is for your spouse or your qualified domestic partner, who is covered by Medicare, and you are not both retired.

### ***Your Child's Expenses***

- The claim is for the healthcare expenses of your child who is covered by this plan; and
- You are married and your birthday is earlier in the year than your spouse's or your qualified domestic partner's, or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual's birthday. This is known as the 'birthday rule;' or
- You are separated or divorced and you have informed us of a court decree that makes you responsible for the child's healthcare expenses; or
- There is no court decree, but you have custody of the child.

### ***Other Situations***

We will be primary when any other provisions of state or federal law require us to be.

### ***How We Pay Claims When We Are Primary***

When we are the primary plan, we will pay the benefits in accordance with the terms of your contract, just as if you had no other healthcare coverage under any other plan.

### ***How We Pay Claims When We Are Secondary***

We will be secondary whenever the rules do not require us to be primary.

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all of the allowable expenses left unpaid, as explained below. An 'allowable expense' is a healthcare expense covered by one of the plans, including copayments, coinsurance and deductibles.

- If there is a difference between the amounts the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the provider, our combined payments will not be more than the amount called for in our contract or the amount called for in the contract of the primary plan, whichever is higher. Health maintenance organizations (HMOs) and preferred provider organizations (PPOs) usually have contracts with their providers.
- We will determine our payment by calculating the amount we would have paid if we had been primary, and apply that calculated amount to any allowable expense that is left unpaid by the primary plan. We may limit our payment by any amount so that, when combined with the amount paid by the primary plan, the total benefits paid do not exceed the total allowable expense for your claim. We will credit any amount we would have paid in the absence of your other healthcare coverage toward our own plan deductible.
- If the primary plan covers similar kinds of healthcare expenses, but allows expenses that we do not cover, we may pay for those expenses.

- We will not pay an amount the primary plan did not cover because you did not follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, as required by that plan, we will not pay the amount of the reduction, because it is not an allowable expense.

**Questions About Coordination of Benefits?  
Contact Your State Insurance Department**

**Coordination with Medicare**

- *Employers with 20 or more employees:* If you are Medicare eligible due to age, this plan is usually the primary payer and Medicare is secondary. This rule applies to you and your enrolled individuals only if you are an active employee.
- *Employers with 19 or fewer employees:* If you are Medicare eligible due to age, this plan only pays the portion of covered charges that would not be paid by Medicare Parts A and B. This rule applies regardless of whether you are actually enrolled in Medicare Parts A and B. In other words, this plan pays secondary for anyone eligible for Medicare Parts A and B, even if they have not enrolled in Medicare.

If you are Medicare eligible due to age, and your employer has 19 or fewer employees, and you have not applied for both Medicare Parts A and B, please contact the PacificSource Membership Services Department immediately. We may arrange to pay your claims without a reduction in benefits until your next opportunity to enroll in Medicare coverage. You can reach Membership Services by phone at (541) 684-5583 or toll-free (866) 999-5583, or by email at [membership@pacificsource.com](mailto:membership@pacificsource.com).

- *Medicare disabled and end-stage renal disease (ESRD) patients:* The rules above may not apply to disabled people under 65 and ESRD patients enrolled in Medicare, please see [Medicare.gov](http://Medicare.gov) for more information. For information on coordination of benefits in those situations, please contact PacificSource.

**THIRD PARTY LIABILITY**

Third party liability means claims that are the responsibility of someone other than PacificSource. The liable party may be a person, firm, or corporation. Auto accidents and 'slip-and-fall' property accidents are examples of common third party liability cases. If you use this plan's benefits for an illness or injury you think may involve another party, contact PacificSource immediately.

A third party includes liability and casualty insurance, and any other form of insurance that may pay money to or on behalf of a member, including but not limited to uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, Personal Injury Protection (PIP) coverage, homeowner's insurance, and workers' compensation insurance.

*If you use this plan's benefit for an illness or injury you think may involve another party, contact PacificSource right away.*

When we receive a claim that might involve a third party, we will send you a questionnaire to help us determine responsibility.

In all third party liability situations, this plan's coverage is secondary. By enrolling in this plan, you automatically agree to the following terms regarding third party liability situations:

- If PacificSource pays any claim determined to be the responsibility of another party, you will hold the right of recovery against the other party in trust for PacificSource.

- PacificSource is entitled to reimbursement for any paid claims if there is a settlement or judgment from the other party. This is so regardless of whether the other party or insurer admits liability or fault.
- PacificSource may subtract a proportionate share of the reasonable attorney's fees you incurred from the money you are to pay back to PacificSource.
- PacificSource may ask you to take action to recover medical expenses we have paid from the responsible party. PacificSource may also assign a representative to do so on your behalf. If there is a recovery, PacificSource will be reimbursed for any expenses or attorney's fees out of that recovery.
- If you receive a third party settlement, that money must be used to pay your related medical expenses incurred both before and after the settlement. If you have ongoing medical expenses after the settlement, PacificSource may deny your related claims until the full settlement (less reasonable attorney's fees) has been used to pay those expenses.

### ***Motor Vehicle and Other Accidents***

If you are involved in a motor vehicle accident or other accident, your related medical expenses are not covered by this plan if they are covered by any other type of insurance policy.

PacificSource may pay your medical claims from the accident if an insurance claim has been filed with the other insurance company and that insurance has not yet paid.

By enrolling in this plan, you agree to the terms in the previous section regarding third party liability.

### ***On-the-Job Illness or Injury and Workers' Compensation***

This plan does not cover any work-related illness, injury, or disease that is caused by any for-profit activity, whether through employment or from self-employment. The only exceptions would be if:

- You are the owner, partner, or principal of the employer group insured by PacificSource, are injured in the course of employment with the employer group that is insured by PacificSource, and are otherwise exempt from the applicable state or federal worker's compensation insurance program.
- The appropriate state or federal worker's compensation insurance program has determined that coverage is not available for your injury.
- If you are employed by an Oregon Based Group and have timely filed an application for coverage with the State Accident Insurance Fund or other Worker's Compensation Carrier and are waiting for determination of coverage from that entity.

Claims submitted for coverage under this section are processed in accordance with the terms of this policy.

If you are not the owner, partner, or principal of this group then PacificSource may pay your medical claims if a workers' compensation claim has been denied on the basis that the illness or injury is not work related, and the denial is under appeal.

The contractual rules for third party liability, motor vehicle and other accidents, and on-the-job illness or injury are complicated and specific. Please contact the PacificSource Third Party Claims Department for complete details.

Your plan will remain in effect upon timely payment of the full premium until whichever of the following events first occurs:

- The employee takes full-time employment with another employer; or
- Six months from the date the employee first makes payment under this provision.

# COMPLAINTS, GRIEVANCES, AND APPEALS

## *Questions, Concerns, or Complaints*

PacificSource understands that you may have questions or concerns about your benefits, eligibility, the quality of care you receive, or how we reached a claim determination or handled a claim. We try to answer your questions promptly and give you clear, accurate answers.

*If you have a question, concern, or complaint about your PacificSource coverage, please contact our Customer Service Department. Many times our Customer Service staff can answer your question or resolve an issue to your satisfaction right away. If you feel your issues have not been addressed, you have the right to submit a grievance and/or appeal in accordance with this section.*

## GRIEVANCE PROCEDURES

If you are dissatisfied with the availability, delivery, or the quality of healthcare services; or claims payment, handling or reimbursement for healthcare services; or matters pertaining to the contractual relationship between you and PacificSource, you may file a grievance in writing. PacificSource will attempt to address your grievance, generally within 30 days of receipt. (See How to Submit Grievances or Appeals below.)

## APPEAL PROCEDURES

**First Internal Appeal:** If you believe PacificSource has improperly reduced or terminated a healthcare item or service, or failed or refused to provide or make a payment in whole or in part for a healthcare item or service, that is based on any of the reasons listed below, you or your authorized representative (see Definition section) may appeal (request a review) our decision. The request for appeal must be made in writing and within 180 days of the adverse benefit determination (see How to Submit Grievances or Appeals below). You may appeal if there is an adverse benefit determination based on a:

- Denial of eligibility for or termination of enrollment in a healthcare plan;
- Rescission or cancellation of your plan;
- Imposition of a source-of-injury exclusion\*, network exclusion, annual benefit limit or other limitation on otherwise covered services or items;
- Determination that a healthcare item or service is experimental, investigational or not medically necessary, effective or appropriate; or
- Determination that a course or plan of treatment you are undergoing is an active course of treatment for the purpose of continuity of care.

\* Source-of-injury exclusions cannot exclude injuries resulting from a medical condition or domestic violence.

PacificSource staff involved in the initial adverse benefit determination will not be involved in the internal appeal.

You or your authorized representative may submit additional comments, documents, records and other materials relating to the adverse benefit determination that is the subject of the appeal. If an authorized representative is filing on your behalf, PacificSource will not consider your appeal to be filed until such time as it has received the 'Authorization to Use or Disclose PHI' and the 'Designation of Authorized Representative' forms.

You may receive continued coverage under the health benefit plan for otherwise covered services pending the conclusion of the internal appeals process. If PacificSource makes payment for any

service or item on your behalf that is later determined not to be a covered service or item, you will be expected to reimburse PacificSource for the non-covered service or item.

**Second Internal Appeal:** If you are not satisfied with the first internal appeal decision, you may request an additional review. Your appeal and any additional information not presented with your first internal appeal should be forwarded to PacificSource within 60 days of the first appeal response.

**Request for Expedited Response:** If there is a clinical urgency to do so, you or your authorized representative may request in writing or orally, an expedited response to an internal or external review of an adverse benefit determination. To qualify for an expedited response, your attending physician must attest to the fact that the time period for making a non-urgent benefit determination could seriously jeopardize your life or health or your ability to regain maximum function or would subject you to severe pain that cannot be adequately managed without the healthcare service or treatment that is the subject of the request. If your appeal qualifies for an expedited review and would also qualify for external review (see External Independent Review below) you may request that the internal and external reviews be performed at the same time.

**External Independent Review:** If your dispute with PacificSource relates to an adverse benefit determination that a course or plan of treatment is not medically necessary; is experimental or investigational; is not an active course of treatment for purposes of continuity of care; or is not delivered in an appropriate healthcare setting and with the appropriate level of care, you or your authorized representative may request an external review by an independent review organization. (See How to Submit Grievances or Appeals below.)

Your request for an independent review must be made within 180 days of the date of the second internal appeal response. External independent review is available at no cost to you, but is generally only available when coverage has been denied for the reasons stated above and only after all internal grievance levels are exhausted.

PacificSource may, at its discretion and with your consent, waive the requirements of compliance with the internal appeals process and have a dispute referred directly to external review. You shall be deemed to have exhausted internal appeals if PacificSource fails to strictly comply with its appeals process and with state and federal requirements for internal appeals. If PacificSource fails to comply with the decision of the independent review organization assigned under Oregon law, you have a private right of action (sue) against PacificSource for damages arising from an adverse benefit determination subject to the external review.

If you have questions regarding Oregon's external review process, you may contact the Oregon Insurance Division at (503) 947-7984 or the toll-free message line at (888) 877-4894.

### ***Timelines for Responding to Appeals***

You will be afforded two levels of internal appeal and, if applicable to your case, an external review. PacificSource will acknowledge receipt of an appeal no later than seven days after receipt. A decision in response to the appeal will be made within 30 days after receiving your request to appeal.

The above time frames do not apply if the period is too long to accommodate the clinical urgency of a situation, or if you do not reasonably cooperate, or if circumstances beyond your or our control prevent either party from complying with the time frame. In the case of a delay, the party unable to comply must give notice of delay, including the specific circumstances, to the other party.

### ***Information Available with Regard to an Adverse Benefit Determination***

The final adverse benefit determination will include:

- A reference to the specific internal rule or guideline PacificSource used in the adverse benefit determination; and

- An explanation of the scientific or clinical judgment for the adverse benefit determination, if the adverse benefit determination is based on medical necessity, experimental treatment, or a similar exclusion.

Upon request, PacificSource will provide you with any additional documents, records or information that is relevant to the adverse benefit determination.

## **HOW TO SUBMIT GRIEVANCES OR APPEALS**

Before submitting a grievance or appeal, we suggest you contact our Customer Service Department with your concerns. You can reach us by phone or email at the contact information found on the first page of this handbook. Issues can often be resolved at this level. Otherwise, you may file a grievance or appeal by:

### **Writing to:**

PacificSource Health Plans  
Attn: Grievance Review  
PO Box 7068  
Springfield, OR 97475-0068

**Emailing** cs@pacificsource.com, with 'Grievance' as the subject

**Faxing** (541) 225-3628

If you are unsure of what to say or how to prepare a grievance, please call our Customer Service Department. We will help you through the grievance process and answer any questions you have.

### ***Assistance Outside PacificSource***

You have the right to file a complaint or seek other assistance from the Oregon Insurance Division. Assistance is available:

By calling (503) 947-7984 or the toll-free message line at (888) 877-4894

By writing to:

The Oregon Insurance Division  
Consumer Advocacy Unit  
PO Box 14480  
Salem, OR 97309-0405

Through the Internet at

<http://www.oregon.gov/DCBS/insurance/gethelp/Pages/fileacomplaint.aspx>

Or by email at cp.ins@state.or.us

## **RESOURCES FOR INFORMATION AND ASSISTANCE**

### ***Assistance in Other Languages***

PacificSource members who do not speak English may contact our Customer Service Department for assistance. We can usually arrange for a multilingual staff member or interpreter to speak with them in their native language.

### ***Information Available from PacificSource***

PacificSource makes the following written information available to you free of charge. You may contact our Customer Service Department by phone, mail, or email to request any of the following:

- A directory of participating healthcare providers under your plan;

- Information about our drug list (also known as a formulary);
- A copy of our annual report on complaints and appeals;
- A description (consistent with risk-sharing information required by the Centers for Medicare and Medicaid Services, formerly known as Health Care Financing Administration) of any risk-sharing arrangements we have with providers;
- A description of our efforts to monitor and improve the quality of health services;
- Information about how we check the credentials of our network providers and how you can obtain the names and qualifications of your healthcare providers;
- Information about our preauthorization and utilization review procedures; or
- Information about any healthcare plan offered by PacificSource.

### ***Information Available from the Oregon Insurance Division***

The following consumer information is available from the Oregon Insurance Division:

- The results of all publicly available accreditation surveys;
- A summary of our health promotion and disease prevention activities;
- Samples of the written summaries delivered to PacificSource policyholders;
- An annual summary of grievances and appeals against PacificSource;
- An annual summary of our utilization review policies;
- An annual summary of our quality assessment activities; and
- An annual summary of the scope of our provider network and accessibility of healthcare services.

You can request this information by contacting the Oregon Insurance Division by writing to the Oregon Insurance Division, Consumer Advocacy Unit, PO Box 14480, Salem, OR 97309-0405 or by phone at (503) 947-7984, or the toll-free message line at (888) 877-4894, on the Internet at <http://www.oregon.gov/DCBS/insurance/gethelp/Pages/fileacomplaint.aspx>, or by email at [cp.ins@state.or.us](mailto:cp.ins@state.or.us).

## **FEEDBACK AND SUGGESTIONS**

*As a PacificSource member you are encouraged to help shape our corporate policies and practices. We welcome any suggestions you have for improving your plan or our services.*

You may send comments or feedback using the 'Contact Us' form on our website, PacificSource.com. You may also write to us at:

*PacificSource Health Plans  
Attn: Customer Experience Strategist  
PO Box 7068  
Springfield, OR 97475-0068*

## **RIGHTS AND RESPONSIBILITIES**

*PacificSource is committed to providing you with the highest level of service in the industry. By respecting your rights and clearly explaining your responsibilities under this plan, we will promote effective healthcare.*

### ***Your Rights as a Member:***

- You have a right to receive information about PacificSource, our services, our providers, and your rights and responsibilities.
- You have a right to expect clear explanations of your plan benefits and exclusions.
- You have a right to be treated with respect and dignity.
- You have a right to impartial access to healthcare without regard to race, religion, gender, national origin, or disability.
- You have a right to honest discussion of appropriate or medically necessary treatment options. You are entitled to discuss those options regardless of how much the treatment costs or if it is covered by this plan.
- You have a right to the confidential protection of your medical records and personal information.
- You have a right to voice complaints about PacificSource or the care you receive, and to appeal decisions you believe are wrong.
- You have a right to participate with your healthcare provider in decision-making regarding your care.
- You have a right to know why any tests, procedures, or treatments are performed and any risks involved.
- You have a right to refuse treatment and be informed of any possible medical consequences.
- You have a right to refuse to sign any consent form you do not fully understand, or cross out any part you do not want applied to your care.
- You have a right to change your mind about treatment you previously agreed to.
- You have a right to make recommendations regarding PacificSource Health Plans' member rights and responsibilities policy.

### ***Your Responsibilities as a Member:***

- You are responsible for reading this benefit handbook and all other communications from PacificSource, and for understanding your plan's benefits. You are responsible for contacting PacificSource Customer Service if anything is unclear to you.
- You are responsible for making sure your participating provider obtains preauthorization for any services that require it before you are treated.
- You are responsible for providing PacificSource with all the information required to provide benefits under your plan.
- You are responsible for giving your healthcare provider complete health information to help accurately diagnose and treat you.
- You are responsible for telling your providers you are covered by PacificSource and showing your ID card when you receive care.
- You are responsible for being on time for appointments, and calling your provider ahead of time if you need to cancel.
- You are responsible for any fees the provider charges for late cancellations or 'no shows'.
- You are responsible for contacting PacificSource if you believe you are not receiving adequate care.



- You are responsible for supplying information to the extent possible that PacificSource needs in order to administer your benefits or your medical providers need in order to provide care.
- You are responsible for following plans and instructions for care that you have agreed to with your doctors.
- You are responsible for understanding your health problems and participating in developing mutually agreed upon goals, to the degree possible.

## **PRIVACY AND CONFIDENTIALITY**

PacificSource has strict policies in place to protect the confidentiality of your personal information, including your medical records. Your personal information is only available to the PacificSource staff members who need that information to do their jobs.

Disclosure outside PacificSource is allowed only when necessary to provide your coverage, or when otherwise allowed by law. Except when certain statutory exceptions apply, state law requires us to have written authorization from you (or your representative) before disclosing your personal information outside PacificSource. An example of one exception is that we do not need written authorization to disclose information to a designee performing utilization management, quality assurance, or peer review on our behalf.

## **PLAN ADMINISTRATION**

### ***Group Insurance Contract***

This plan is fully insured. Benefits are provided under a group insurance contract between your employer and PacificSource Health Plans. Your employer - the policyholder - has a copy of the group insurance contract, which contains specific information regarding eligibility and benefits. Under the group insurance contract, PacificSource - not the policyholder - is responsible for paying claims. However, the policyholder and PacificSource share responsibility for administering the plan's eligibility and enrollment requirements. The policyholder has given PacificSource authority to determine eligibility for benefits under the plan and to interpret the terms of the plan.

Our address is:

PacificSource Health Plans  
PO Box 7068  
Springfield, OR 97475-0068

### ***Plan Funding***

Insurance premiums for employees are paid in whole or in part by the plan sponsor (your employer) out of its general assets. Any portion not paid by the plan sponsor is paid by employee payroll deductions.

### ***Plan Changes***

The terms, conditions, and benefits of this plan may be changed from time to time. The following people have the authority to accept or approve changes or terminate this plan:

- The policyholder's board of directors or other governing body;
- The owner or partners of the business; or
- Anyone authorized by the above people to take such action.

The plan administrator is authorized to apply for and accept policy changes on behalf of the policyholder.

*If changes occur, PacificSource will provide your plan administrator with information to notify you of changes to your plan. Your plan administrator will then communicate any benefit changes to you.*

If your group health plan terminates and your employer does not replace the coverage with another group plan, your employer is required by law to advise you in writing of the termination. When this plan's group policy terminates, PacificSource will notify your employer about any available options for you to continue your coverage, such as state continuation.

### ***Legal Procedures***

You may not take legal action against PacificSource to enforce any provision of the group contract until 60 days after your claim is submitted to us. Also, you must exhaust this plan's claims procedures before filing benefits litigation. You may not take legal action against PacificSource more than three years after the deadline for claim submission has expired.

## **EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)**

Generally, health benefit plans subject to ERISA include employer-sponsored plans, but do not include governmental and church plans or any other statute-exempt plan. If the plan under which you are covered is an ERISA plan, you have the right to bring civil action under ERISA section 502 to enforce your current or future rights under the terms of the plan or to recover benefits due to you. Although PacificSource offers you the opportunity of a second level appeal and an independent review, ERISA permits civil action after the PacificSource appeals process has been exhausted. (See Complaints, Grievances, and Appeals - Appeal Procedures section.)

### ***Your rights under ERISA***

As a participant in an ERISA plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). The policyholder (your employer) is the 'plan administrator' as defined in ERISA. The plan administrator is an agent of those individually enrolled under the group policy, and is not the agent of PacificSource. ERISA states that all plan participants are entitled to:

### ***Receive information about your plan and benefits***

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report (Form 5500 Series). The plan administrator is required by law to provide each participant with a copy of this summary annual report only in a year in which the plan has to file an annual report.

### ***Continue group health plan coverage***

- Continue healthcare coverage for eligible individuals if there is a loss of coverage under the plan as a result of a qualifying event. Eligible individuals may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your continuation coverage rights.
- You may be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become

entitled to elect continuation coverage, when your continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage.

### **Prudent actions by plan fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called 'fiduciaries' of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising any rights under ERISA.

### ***Enforce your rights***

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. (See Complaints, Grievances, and Appeals - Appeal Procedures section.)

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. (A claimant will need to exhaust the plan's claims procedure before filing benefits litigation; see the Complaints, Grievances, and Appeals Appeal Procedures section and the first paragraph of this section.) In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

### ***Assistance with your questions***

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of Employee Benefits Security Administration., U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration., U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **DEFINITIONS**

Wherever used in this plan, the following definitions apply to the terms listed below, and the masculine includes the feminine and the singular includes the plural. For the purpose of this plan, 'employee' includes the employer when covered by this plan. Other terms are defined where they are first used in the text.

**Accident** means an unforeseen or unexpected event causing injury that requires medical attention.

**Advanced diagnostic imaging** means diagnostic examinations using CT scans, MRIs, PET scans, CATH labs, and nuclear cardiology studies.

**Adverse benefit determination** means PacificSource's denial, reduction, or termination of a healthcare item or service, or PacificSource's failure or refusal to provide or to make a payment in whole or in part for a healthcare item or service that is based on PacificSource's:

- Denial of eligibility for or termination of enrollment in a health benefit plan;
- Rescission or cancellation of a plan or coverage;
- Imposition of a source-of-injury exclusion\*, network exclusion, annual benefit limit or other limitation on otherwise covered items or services;
- Determination that a healthcare item or service is experimental, investigational, or not medically necessary, effective, or appropriate; or
- Determination that a course or plan of treatment that a member is undergoing is an active course of treatment for purposes of continuity of care.

\* Source-of-injury exclusions cannot exclude injuries resulting from a medical condition or domestic violence.

**Allowable fee** is the dollar amount established by PacificSource for reimbursement of charges for specific services or supplies provided by non-participating providers. PacificSource uses several sources to determine the allowable fee. Depending on the service or supply and the geographical area in which it is provided, the allowable fee may be based on data collected from the Centers for Medicare and Medicaid Services (CMS), contracted vendors, other nationally recognized databases, or PacificSource, as documented in PacificSource's payment policy.

**Ambulatory surgical center** means a facility licensed by the appropriate state or federal agency to perform surgical procedures on an outpatient basis.

**Appeal** means a written or verbal request from a member or, if authorized by the member, the member's representative, to change a previous decision made by PacificSource concerning;

- Access to healthcare benefits, including an adverse benefit determination made pursuant to utilization management;
- Claims payment, handling or reimbursement for healthcare services;
- Matters pertaining to the contractual relationship between a member and PacificSource;
- Rescissions of member's benefit coverage by PacificSource; and
- Other matters as specifically required by law.

**Approved clinical trials** are Phase I, II, III, or IV clinical trials for the prevention, detection, or treatment of cancer or another life-threatening condition or disease; or:

- Funded by the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, the United States Department of Defense or the United States Department of Veterans Affairs;
- Supported by a center or cooperative group that is funded by the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, the United States Department of Defense or the United States Department of Veterans Affairs;

- Conducted as an investigational new drug application, an investigational device exemption or a biologics license application subject to approval by the United States Food and Drug Administration; or
- Exempt by federal law from the requirement to submit an investigational new drug application to the United States Food and Drug Administration.

**Authorized representative** is an individual who by law or by the consent of a person may act on behalf of the person. An authorized representative must have the member complete and execute an 'Authorization to Use or Disclose PHI' form and a 'Designation of Authorized Representative' form, both of which are available at PacificSource.com, and which will be supplied to you upon request. These completed forms must be submitted to PacificSource before PacificSource can recognize the authorized representative as acting on behalf of the member.

**Benefit determination** means the activity taken to determine or fulfill PacificSource's responsibility for provisions under this health benefit plan and provide reimbursement for healthcare in accordance with those provisions. Such activity may include:

- Eligibility and coverage determinations (including coordination of benefits), and adjudication or subrogation of health benefit claims;
- Review of healthcare services with respect to medical necessity (including underlying criteria), coverage under the health plan, appropriateness of care, experimental/investigational treatment, justification of charges; and
- Utilization review activities, including precertification and preauthorization of services and concurrent and retrospective review of services.

**Calendar year** means the 12 month period beginning January 1 of any year through December 31 of the same year.

**Cardiac rehabilitation** refers to a comprehensive program that generally involves medical evaluation, prescribed exercise, and cardiac risk factor modification. Education, counseling, and behavioral interventions are sometimes used as well. Phase I refers to inpatient services that typically occur during hospitalization for heart attack or heart surgery. Phase II refers to a short-term outpatient program, usually involving ECG-monitored exercise. Phase III refers to a long-term program, usually at home or in a community-based facility, with little or no ECG monitoring.

**Chemical dependency** means the addictive relationship with any drug or alcohol characterized by either a physical or psychological relationship, or both, that interferes with the individual's social, psychological, or physical adjustment to common problems on a recurring basis. Chemical dependency does not include addiction to, or dependency on, tobacco products or foods.

**Chemical dependency treatment facility** means a treatment facility that provides a program for the treatment of alcoholism or drug addiction pursuant to a written treatment plan approved and monitored by a physician or addiction counselor licensed by the state; and is licensed or approved as a treatment center by the department of public health and human services, is licensed by the state where the facility is located.

**Co-insurance** means a defined percentage of the allowable fee for covered services and supplies the member receives. It is the percentage the member is responsible for, not including co-pays and deductible. The co-insurance the member is responsible for is listed in the Benefit Summary for participating and non-participating providers.

**Complaint** means an expression of dissatisfaction directly to PacificSource that is about a specific problem encountered by a member, or about a benefit determination by PacificSource or an agent acting on behalf of PacificSource, and that includes a request for action to resolve the problem or change the benefit determination. Complaint does not include an inquiry.

**Congenital anomaly** means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. The term significant deviation is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

**Contract year** means a 12 month period beginning on the date the insurance contract is issued or the anniversary of the date the insurance contract was issued. If changes are made to the insurance contract on a date other than the anniversary of issuance, a new contract year may start on the date the changes become effective if so agreed by PacificSource and the policyholder. A contract year may or may not coincide with a calendar year.

**Contracted allowable fee** is an amount PacificSource agrees to pay a participating provider for a given service or supply through direct or indirect contract.

**Co-payment** (also referred to as 'co-pay') is a fixed up-front dollar amount the member is required to pay for certain covered services. The co-pay applicable to a specific covered service is listed under that specific benefit in the Benefit Summary.

**Covered expense** is an expense for which benefits are payable under this plan subject to applicable deductible, co-payment, co-insurance, out-of-pocket limit, or other specific limitations.

**Deductible** means the portion of the healthcare expense that must be paid by the member before the benefits of this plan are applied.

**Dependent children** means any natural, step, adopted or eligible child you, your spouse, or your qualified domestic partner are legally obligated to support or contribute support. This may include eligible dependent children for which you are the court appointed legal custodian or guardian. Grandchildren under age 26 who are unmarried and not in a domestic partnership are eligible if the grandchild's parent is a covered dependent of the subscriber. Eligible dependent children may be covered under the plan only if they meet the eligibility requirements of the plan. (See Becoming Covered - Eligibility.)

**Drug List** (also known as a Formulary) is a list of covered medications used to treat various medical conditions. PacificSource offers a variety of drug lists. Please refer to [PacificSource.com/drug-list](http://PacificSource.com/drug-list) to determine which drug list applies to your coverage. The Drug Lists are developed and maintained by a committee of regional healthcare providers, including doctors, who are not employed by PacificSource. All PacificSource Drug Lists are available on our website, [PacificSource.com/drug-list](http://PacificSource.com/drug-list).

**Durable medical equipment** means equipment that can withstand repeated use; is primarily and customarily used to serve a medical purpose rather than convenience or comfort; is generally not useful to a person in the absence of an illness or injury; is appropriate for use in the home; and is prescribed by a physician. Examples of durable medical equipment include but are not limited to hospital beds, wheelchairs, crutches, canes, walkers, nebulizers, commodes, suction machines, traction equipment, respirators, TENS units, and hearing aids.

**Durable medical equipment supplier** means a PacificSource contracted provider or a provider that satisfies the criteria in the Medicare Qualify Standards for Suppliers of Durable Medical Equipment, Prosthetics, Orthotics, Supplies (DMEPOS) and Other Items and Services noted in this handbook.

**Elective surgery or procedure** refers to a surgery or procedure for a condition that does not require immediate attention and for which a delay would not have a substantial likelihood of adversely affecting the health of the patient.

**Eligible employee** means an employee who is eligible for coverage under a group health benefit plan. Employees who have been employed for fewer than the number of days required as indicated

on the Medical Benefit Summary are not eligible employees unless the employer and PacificSource so agree. Eligible employees may be covered under the group health plan only if they meet the eligibility requirements according to the terms of this plan.

**Emergency medical condition** means a medical condition:

- That manifests itself by acute symptoms of sufficient severity, including severe pain that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would:
  - Place the health of a person, or an unborn child in the case of a pregnant woman, in serious jeopardy;
  - Result in serious impairment to bodily functions; or
  - Result in serious dysfunction of any bodily organ or part.
- With respect to a pregnant woman who is having contractions, for which there is inadequate time to affect a safe transfer to another hospital before delivery or for which a transfer may pose a threat to the health or safety of the woman or the unborn child.

**Emergency medical screening exam** means the medical history, examination, ancillary tests, and medical determinations required to ascertain the nature and extent of an emergency medical condition.

**Emergency services** means, with respect to an emergency medical condition:

- An emergency medical screening exam that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition; and
- Such further medical examination and treatment as are required under 42 U.S.C. 1395dd to stabilize the patient to the extent the examination and treatment are within the capability of the staff and facilities available at a hospital.

**Employee** means any individual employed by an employer.

**Endorsement** is a written attachment that alters and supersedes any of the terms or conditions set forth in this plan.

**Enrollee** means an employee, family member of the employee, or individual otherwise eligible and enrolled for coverage under this plan. In this policy, enrollee is referred to as subscriber, member, or you.

**Essential health benefits** are services defined as such by the Secretary of the U.S. Department of Health and Human Services. Essential health benefits fall into the following categories:

- Ambulatory patient services;
- Emergency services;
- Hospitalization;
- Maternity and newborn care;
- Mental health and substance use disorder services, including behavioral health treatment;
- Prescription drugs;
- Rehabilitation and habilitation services and devices;
- Laboratory services;

- Preventive and wellness services and chronic disease management; and
- Pediatric services, including oral and vision care.

**Experimental or investigational procedures** means services, supplies, protocols, procedures, devices, chemotherapy, drugs or medicines, or the use thereof, that are experimental or investigational for the diagnosis and treatment of illness, injury, or disease.

- Experimental or investigational services and supplies include, but are not limited to, services, supplies, procedures, devices, chemotherapy, drugs or medicines, or the use thereof, which at the time they are rendered and for the purpose and in the manner they are being used:
  - Have not yet received full U.S. government agency required approval (e.g., FDA) for other than experimental, investigational, or clinical testing;
  - Are not of generally accepted medical practice in your policy’s state of issue or as determined by medical advisors, medical associations, and/or technology resources;
  - Are not approved for reimbursement by the Centers for Medicare and Medicaid Services;
  - Are furnished in connection with medical or other research; or
  - Are considered by any governmental agency or subdivision to be experimental or investigational, not considered reasonable and necessary, or any similar finding.
- When making decisions about whether treatments are investigational or experimental, PacificSource relies on the above resources as well as:
  - Expert opinions of specialists and other medical authorities;
  - Published articles in peer-reviewed medical literature;
  - External agencies whose role is the evaluation of new technologies and drugs; and
  - External review by an independent review organization.
- The following will be considered in making the determination whether the service is in an experimental and/or investigational status:
  - Whether there is sufficient evidence to permit conclusions concerning the effect of the services on health outcomes;
  - Whether the scientific evidence demonstrates that the services improve health outcomes as much or more than established alternatives;
  - Whether the scientific evidence demonstrates that the services’ beneficial effects outweigh any harmful effects; and
  - Whether any improved health outcomes from the services are attainable outside an investigational setting.

**External appeal** or review means the request by an appellant for an independent review organization to determine whether PacificSource’s internal appeal decisions are correct.

**Generic drugs** are drugs that, under federal law, require a prescription by a licensed physician (M.D. or D.O.) or other licensed medical provider and are not a brand name medication. By law, generic drugs must have the same active ingredients as the brand name medication and are subject to the same standards of their brand name counterpart. Generic drugs must be approved by the FDA through an Abbreviated New Drug Application and generally cannot be limited to a single manufacturer.

**Geographical area** - PacificSource has direct and indirect provider contracts to offer services to members in Oregon, Idaho, Montana, and bordering communities in southwest Washington.



PacificSource also has an agreement with a nationwide provider network to offer services to members while traveling throughout the United States.

**Global charge** means a lump sum charge for maternity care that includes prenatal care, labor and delivery and post-delivery care. Ante partum services such as amniocentesis, cordocentesis, chorionic villus sampling, fetal stress test, and fetal non-stress test are not considered part of global maternity services and are reimbursed separately.

**Grievance** means:

- A request submitted by a member or an authorized representative of a member:
  - In writing, for an internal appeal or an external review; or
  - In writing or orally, for an expedited internal review or an expedited external review.
- A written complaint submitted by a member or an authorized representative of a member regarding:
  - The availability, delivery, or quality of a healthcare service;
  - Claims payment, handling, or reimbursement for healthcare services and, unless the member has not submitted a request for an internal appeal, the complaint is not disputing an adverse benefit determination; or
  - Matters pertaining to the contractual relationship between a member and PacificSource.

**Habilitation services** are healthcare services that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

**Health benefit plan** means any hospital expense, medical expense, or hospital or medical expense policy or certificate, healthcare contractor or health maintenance organization subscriber contract, or any plan provided by a multiple employer welfare arrangement or by another benefit arrangement defined in the federal Employee Retirement Income Security Act of 1974, as amended, to the extent that plan is subject to state regulation.

**Hearing aids** mean any non-disposable, wearable instrument or device designed to aid or compensate for impaired human hearing and any necessary ear mold, part, attachments or accessory for the instrument or device, except batteries and cords. Hearing aids include any amplifying device that does not produce as its output an electrical signal that directly stimulates the auditory nerve. For the purpose of this definition, such amplifying devices include air conduction and bone conduction devices, as well as those that provide vibratory input to the middle ear.

**Home healthcare** means services provided by a licensed home health agency in the member's place of residence that is prescribed by the member's attending physician as part of a written plan of care. Services provided by home healthcare include:

- Home health aide services;
- Hospice therapy;
- Medically necessary personal hygiene, grooming and dietary assistance;
- Medical supplies and equipment suitable for use in the home;
- Nursing;
- Occupational therapy;

- Physical therapy; and
- Speech therapy.

**Homebound** means the ability to leave home only with great difficulty with absences infrequently and of short duration. Infants and toddlers will not be considered homebound without medical documentation that clearly establishes the need for home skilled care. Lack of transportation is not considered sufficient medical criterion for establishing that a person is homebound.

**Hospital** means an institution licensed as a 'general hospital' or 'intermediate general hospital' by the appropriate state agency in the state in which it is located.

**Illness** includes a physical or mental condition that results in a covered expense. Physical illness is a disease or bodily disorder. Mental illness is a psychological disorder that results in pain or distress and substantial impairment of basic or normal functioning.

**Incentive drugs** are approved medications used to treat certain chronic conditions for a reduced co-payment. The incentive drug list is developed by the pharmacy benefits management company and PacificSource.

**Incurred expense** means charges of a healthcare provider for services or supplies for which a member becomes obligated to pay. The expense of a service is incurred on the day the service is rendered, and the expense of a supply is incurred on the day the supply is delivered.

**Initial enrollment period** means a period of days set by your employer that determines when an individual is first eligible to enroll.

**Injury** means bodily trauma or damage that is independent of disease or infirmity. The damage must be caused solely through external and accidental means and does not include muscular strain sustained while performing a physical activity. (For muscular strain, see definition of 'illness'.)

**Inquiry** means a written request for information or clarification about any subject matter related to the member's health benefit plan.

**Internal appeal** means a review by PacificSource of an adverse benefit determination made by PacificSource.

**Large employer** means an employer who employed an average of at least 51 employees on business days during the preceding calendar year and who employs at least two employees on the first day of the contract year.

**Leave of absence** is a period of time off work granted to an employee by the employer at the employee's request and during which the employee is still considered to be employed and is carried on the employment records of the employer. A leave can be granted for any reason acceptable to the employer, including disability and pregnancy.

**Lifetime maximum or lifetime benefit** means the maximum benefit that will be provided toward the expenses incurred by any one person while the person is covered by a PacificSource insurance policy issued to the employer sponsoring this group health benefit plan. Lifetime maximums and lifetime benefits are not applicable to services or supplies that are deemed 'Essential Health Benefits'.

**Mastectomy** is the surgical removal of all or part of a breast or a breast tumor suspected to be malignant.

**Medical supplies** means items of a disposable nature that may be essential to effectively carry out the care a physician has ordered for the treatment or diagnosis of an illness, injury, or disease. Examples of medical supplies include but are not limited to syringes and needles, splints and slings, ostomy supplies, sterile dressings, elastic stockings, enteral foods, drugs or biologicals that must be

put directly into the equipment in order to achieve the therapeutic benefit of the durable medical equipment or to assure the proper functioning of this equipment (e.g. Albuterol for use in a nebulizer).

**Medically necessary** means those services and supplies that are required for diagnosis or treatment of illness, injury, or disease and that are:

- Consistent with the symptoms or diagnosis and treatment of the condition;
- Consistent with generally accepted standards of good medical practice in your policy's state of issue, or expert consensus physician opinion published in peer-reviewed medical literature, or the results of clinical outcome trials published in peer-reviewed medical literature;
- As likely to produce a significant positive outcome as, and no more likely to produce a negative outcome than, any other service or supply, both as to the illness, injury, or disease involved and the patient's overall health condition;
- Not for the convenience of the member or a provider of services or supplies; and
- The least costly of the alternative services or supplies that can be safely provided. When specifically applied to a hospital inpatient, it further means that the services or supplies cannot be safely provided in other than a hospital inpatient setting without adversely affecting the patient's condition or the quality of medical care rendered.

Services and supplies intended to diagnose or screen for a medical condition in the absence of signs or symptoms, or of abnormalities on prior testing, including exposure to infectious or toxic materials or family history of genetic disease, are not considered medically necessary under this definition. (See General Exclusions - Screening tests.)

**Member** means an individual insured under a PacificSource health plan.

**Mental and/or chemical healthcare facility** means a corporate or governmental entity or other provider of services for the care and treatment of chemical dependency and/or mental or nervous conditions which is licensed or accredited by the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation of Rehabilitation Facilities for the level of care which the facility provides.

**Mental and/or chemical healthcare program** means a particular type or level of service that is organizationally distinct within a mental and/or chemical healthcare facility.

**Mental and/or chemical healthcare provider** means a person that has met the applicable credentialing requirements, is otherwise eligible to receive reimbursement under the plan and is:

- A healthcare facility;
- A residential program or facility where appropriately licensed or accredited by the Joint Commission on Accreditation of Hospitals or the Commission on Accreditation of Rehabilitation Facilities;
- A day or partial hospitalization program;
- An outpatient service; or
- An individual behavioral health or medical professional authorized for reimbursement under state law.

**Mental or nervous condition** means any mental disorder covered by diagnostic categories listed in the 'Diagnostic and Statistical Manual of Mental Disorders, DSM-5, Fifth Edition'.

**Non-participating provider** is a provider of covered medical services or supplies that does not directly or indirectly hold a provider contract or agreement with PacificSource.

**Orthotic devices** means rigid or semirigid devices supporting a weak or deformed leg, foot, arm, hand, back or neck or restricting or eliminating motion in a diseased or injured leg, foot, arm, hand, back or neck. Benefits for orthotic devices include orthopedic appliances or apparatus used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body. An orthotic device differs from a prosthetic in that, rather than replacing a body part, it supports and/or rehabilitates existing body parts. Orthotic devices are usually customized for an individual's use and are not appropriate for anyone else. Examples of orthotic devices include but are not limited to Ankle Foot Orthosis (AFO), Knee Ankle Foot Orthosis (KAFO), Lumbosacral Orthosis (LSO), and foot orthotics.

**Participating provider** means a physician, healthcare professional, hospital, medical facility, or supplier of medical supplies that directly or indirectly holds a provider contract or agreement with PacificSource.

**Physical/occupational therapy** is comprised of the services provided by (or under the direction and supervision of) a licensed physical or occupational therapist. Physical/occupational therapy includes emphasis on examination, evaluation, and intervention to alleviate impairment and functional limitation and to prevent further impairment or disability.

**Physician** means a state-licensed Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.).

**Physician assistant** is a person who is licensed by an appropriate state agency as a physician assistant.

**Practitioner** means Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Dental Surgery (D.D.S.), Doctor of Dental Medicine (D.M.D.), Doctor of Podiatry Medicine (D.P.M.), Doctor of Chiropractic (D.C.), Doctor of Optometry (O.D.), Licensed Nurse Practitioner (including Certified Nurse Midwife (C.N.M.) and Certified Registered Nurse Anesthetist (C.R.N.A.)), Registered Physical Therapist (R.P.T.), Speech Therapist, Occupational Therapist, Psychologist (Ph.D.), Licensed Clinical Social Worker (L.C.S.W.), Licensed Professional Counselor (L.P.C.), Licensed Marriage and Family Therapist (LMFT), Licensed Psychologist Associate (LPA), Physician Assistant (PA), Audiologist, Acupuncturist, Naturopathic Physician, and Licensed Massage Therapist.

**Prescription drugs** are drugs that, under federal law, require a prescription by a licensed physician (M.D. or D.O.) or other licensed medical provider.

**Preventive care drugs** are medications available for a reduced co-payment. The preventive care drug list is developed by a team of PacificSource pharmacists and regional healthcare providers, including doctors, who are not employed by PacificSource.

**Prosthetic devices** (excluding dental) means artificial limb devices or appliances designed to replace in whole or in part an arm or a leg. Benefits for prosthetic devices include coverage of devices that replace all or part of an internal or external body organ, or replace all or part of the function of a permanently inoperative or malfunctioning internal or external organ, and are furnished on a physician's order. Examples of prosthetic devices include but are not limited to artificial limbs, cardiac pacemakers, prosthetic lenses, breast prosthesis (including mastectomy bras), and maxillofacial devices.

**Qualified domestic partner** means:

- **Registered domestic partner** means an individual of same gender, age 18 or older, who is joined in a domestic partnership, and whose domestic partnership is legally registered in any state.
- **Unregistered domestic partner** means an individual of same or opposite gender who is joined in a domestic partnership with the subscriber and meets the following criteria:
  - Is age 18 or older;

- Not related to the policyholder by blood closer than would bar marriage in the state where they have permanent residence and are domiciled;
- Shares jointly the same permanent residence with the policyholder for at least six months immediately preceding the date of application to enroll and intent to continue to do so indefinitely;
- Has an exclusive domestic partnership with the policyholder and has no other domestic partner;
- Does not have a legally binding marriage nor has had another domestic partner within the previous six months;
- Was mentally competent to consent to contract when the domestic partnership began and remains mentally competent.

**Rehabilitation services** and devices are those medically necessary to aid in re-learning skills or functions necessary to overcome or recover from an illness or diagnosis that is covered by this health plan.

**Rescind or rescission** means to retroactively cancel or discontinue coverage under a health benefit plan or group or individual health insurance policy for reasons other than failure to timely pay required premiums or required contributions toward the cost of coverage.

**Routine costs of care** mean medically necessary services or supplies covered by the health benefit plan in the absence of a clinical trial. Routine costs of care do not include:

- The drug, device, or service being tested in the clinical trial unless the drug, device, or service would be covered for that indication by the policy if provided outside of a clinical trial;
- Items or services required solely for the provisions of the drug, device, or service being tested in the clinical trial;
- Items or services required solely for the clinically appropriate monitoring of the drug, device, or service being tested in the clinical trial;
- Items or services required solely for the prevention, diagnosis, or treatment of complications arising from the provision of the drug, device, or service being tested in the clinical trial;
- Items or services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- Items or services customarily provided by a clinical trial sponsor free of charge to any participant in the clinical trial; or
- Items or services that are not covered by the policy if provided outside of the clinical trial.

**Skilled nursing facility or convalescent home** means an institution that provides skilled nursing care under the supervision of a physician, provides 24 hour nursing service by or under the supervision of a registered nurse (R.N.), and maintains a daily record of each patient. Skilled nursing facilities must be licensed by an appropriate state agency and approved for payment of Medicare benefits to be eligible for reimbursement.

**Specialized treatment facility** means a facility that provides specialized short-term or long-term care. The term specialized treatment facility includes ambulatory surgical centers, birthing centers, chemical dependency/substance abuse day treatment facilities, hospice facilities, inpatient rehabilitation facilities, mental and/or chemical healthcare facilities, organ transplant facilities, psychiatric day treatment facilities, residential treatment facilities, skilled nursing facilities, substance abuse treatment facilities, and urgent care treatment facilities.

**Specialty drugs** are high dollar oral, injectable, infused or inhaled biotech medications prescribed for the treatment of chronic and/or genetic disorders with complex care issues that have to be managed. The major conditions these drugs treat include but are not limited to: cancer, HIV/AIDS, hemophilia, hepatitis C, multiple sclerosis, Crohn's disease, rheumatoid arthritis, and growth hormone deficiency.

**Specialty pharmacies** specialize in the distribution of specialty drugs and providing pharmacy care management services designed to assist patients in effectively managing their condition.

**Spouse** means any individual who are lawfully married under any state law, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in Oregon. Similarly, the term 'marriage' will be read to include a same-sex marriage that is legally recognized as a marriage under any state law. The terms 'spouse' and 'marriage,' however, do not include individuals in a qualified domestic partnership. (See 'Qualified domestic partner' in this definitions section.)

**Stabilize** means to provide medical treatment as necessary to ensure that, within reasonable medical probability, no material deterioration of an emergency medical condition is likely to occur during or to result from the transfer of the patient from a facility; and with respect to a pregnant woman who is in active labor, to perform the delivery, including the delivery of the placenta.

**Step therapy** means a program that requires the member to try lower-cost alternative medications (Step 1 drugs) before using more expensive medications (Step 2 drugs). The program will not cover a brand name, or second-line medication, until less expensive, first-line/generic medications have been tried first.

**Subscriber** means an employee or former employee insured under a PacificSource health policy. When a family unit that does not include an employee or former employee is insured under a policy, the oldest family member is referred to as the subscriber.

**Surgical procedure** means any of the following listed operative procedures:

- Procedures accomplished by cutting or incision;
- Suturing of wounds;
- Treatment of fractures, dislocations, and burns;
- Manipulations under general anesthesia;
- Visual examination of the hollow organs of the body including biopsy, or removal of tumors or foreign body;
- Procedures accomplished by the use of cannulas, needling, or endoscopic instruments; or
- Destruction of tissue by thermal, chemical, electrical, laser, or ultrasound means.

**Telemedical** is the use of synchronous interactive two-way video conferencing. Telemedical does not include the use of audio-only telephone, email, or facsimile transmission.

**Tobacco cessation program** means a program recommended by a physician that follows the United States Public Health Services guidelines for tobacco cessation. Tobacco cessation program includes education and medical treatment components designed to assist a person in ceasing the use of tobacco products. Note: only PacificSource approved tobacco cessation programs are covered under this plan when benefits are provided for tobacco cessation.

**Tobacco use** means use of tobacco on average four or more times per week within no longer than the past six months. This includes all tobacco products, except that tobacco use does not include religious or ceremonial use of tobacco by American Indians and Alaska Natives.

**Urgent care treatment facility** means a healthcare facility whose primary purpose is the provision of immediate, short-term medical care for minor, but urgent, medical conditions.

**Usual, customary, and reasonable fee (UCR)** is the dollar amount established by PacificSource for reimbursement of eligible charges for specific services or supplies provided by non-participating providers. PacificSource uses several sources to determine UCR. Depending on the service or supply and the geographical area in which it is provided, UCR may be based on data collected from the Centers for Medicare and Medicaid Services (CMS), contracted vendors, other nationally recognized databases, or PacificSource, as documented in PacificSource's payment policy.

A non-participating provider may charge more than the limits established by the definition of UCR. Charges that are eligible for reimbursement but exceed the UCR are the member's responsibility. (See Non-participating Providers in the Using the Provider Network section.)

**Waiting period** means the period that must pass with respect to the individual before the individual is eligible to be covered for benefits under the terms of the group health plan.

**Women's healthcare provider** means an obstetrician, gynecologist, physician assistant or nurse practitioner specializing in women's health, or certified nurse midwife practicing within the applicable scope of practice.









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