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## **Disclosure Form Part Two**

Kaiser Foundation Health Plan, Inc.  
Northern and Southern California Regions

## **Overview of your coverage**

Kaiser Permanente Traditional HMO Plan  
Kaiser Permanente Deductible HMO Plan  
Kaiser Permanente HSA-Qualified High Deductible Health Plan (HDHP) HMO Plan





## **Urgent Care**

### **Inside your Home Region Service Area**

If you think you may need Urgent Care, call the appropriate appointment or advice nurse telephone number at a Plan Facility.

### **Out-of-Area Urgent Care**

If you need Urgent Care due to an unforeseen illness, unforeseen injury, or unforeseen complication of an existing condition (including pregnancy), we cover Medically Necessary Services to prevent serious deterioration of your (or your unborn child's) health from a Non-





Follow-up (non-urgent) mental health care or substance use disorder treatment appointment with a practitioner other than a physician, for those undergoing a course of treatment for an ongoing mental health or substance use disorder condition: within 10 business days

The standards for appointment availability do not apply to Preventive Services. Your Plan Provider may recommend a specific schedule for Preventive Services, depending on your needs. Except as specified above for mental health care and substance use disorder treatment, the standards also do not apply to periodic follow-up care for ongoing conditions or standing referrals to specialists.

### **Timely access to telephone assistance**

DMHC developed the following standards for answering telephone questions:

For telephone advice about whether you need to get care and where to get care: within 30 minutes, 24 hours a day, seven days a week.

For general questions: within 10 minutes during normal business hours.

### **Interpreter Services**

If you need interpreter services when you call us or when you get covered Services, please let us know. Interpreter services, including sign language, are available during all business hours at no cost to you. For more information about the interpreter services we offer, please call Member Services.

## **How Plan Providers are Paid**

Health Plan and Plan Providers are independent contractors. Plan Providers are pa41 14.04 Tf1 0.epf you need interpco oas







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## **Continuation of Membership**

### **Continuation of group coverage**

You may be able to continue your group coverage for a limited time after you would otherwise lose eligibility, if required by law, under COBRA or Cal-COBRA. Refer to the EOC for more information.

If at any time you become entitled to continuation of group coverage such as Cal-COBRA, please examine your coverage options carefully before declining this coverage. Under the Affordable Care Act, individual plan coverage is available without medical review. However, the individual plan premiums and coverage are different from the premiums and coverage under your group plan.

If you are called to active duty in the uniformed services, you may be able to continue your coverage for a limited time after you would otherwise lose eligibility, if required by the Uniformed Services Employment and Reemployment Rights Act (

- Call**      **1-800-464-4000** (English and more than 150 languages using interpreter services)  
**1-800-788-0616** (Spanish)  
**1-800-757-7585** (Chinese dialects)  
TTY users call **711**  
24 hours a day, seven days a week (except closed holidays)
- Visit**      Member Services office at a Plan Facility (refer to Your Guidebook or the facility directory on our website at [kp.org](http://kp.org) for addresses)
- Write**      Member Services office at a Plan Facility (refer to Your Guidebook or the facility directory on our website at [kp.org](http://kp.org) for addresses)
- Website**   [kp.org](http://kp.org)

## Dispute Resolution and Binding Arbitration

Member Services representatives can help you with unresolved issues at our Plan Facilities or by phone at **1-800-464-4000** (TTY users call **711**). They can also help you file a grievance orally or in writing. You can also submit a grievance electronically at [kp.org](http://kp.org). You must submit your grievance within 180 days of the date of the incident.

Independent medical review is available if you believe that we improperly denied, modified, or delayed Services or payment of Services, and that either (1) our denial was based on a finding that the Services are not Medically Necessary, or (2) for life-threatening or seriously debilitating conditions, the requested treatment was denied as experimental or investigational. Also, if you should file a grievance and you later need help with it because your grievance is an emergency, it hasn't been resolved to your satisfaction, or it's unresolved after 30 days, you may call the California Department of Managed Health Care toll free at **1-888-466-2219** and a TDD line (**1-877-688-9891**) for the hearing and speech impaired for assistance.

Except for Small Claims Court cases and claims that cannot be subject to binding arbitration under governing law, any dispute between Members, their heirs, or associated parties (on the one hand) and Health Plan, its health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising from your Health Plan membership, must be decided through binding arbitration. This includes claims for medical or hospital malpractice (a claim that medical services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items, regardless of legal theory. Both sides give up all rights to a jury or court trial, and both sides are responsible for certain costs associated with binding arbitration.

This is a brief summary of dispute resolution options. Refer to the EOC for more information, including the complete arbitration provision.

## Renewal Provisions

Your group is responsible for informing you when its contract with Kaiser Permanente is changed or terminated. The contract generally changes each year, or sooner if required by law.

## Principal Exclusions, Limitations, and Reductions of Benefits

### Exclusions

The following are the principal exclusions from coverage. See the EOC for the complete list, including details and any exceptions to the exclusions. These exclusions or limitations do not apply to Services that are Medically Necessary



Plan Facility, complete or partial destruction of facilities, and labor disputes. Under these circumstances, if you have an Emergency Medical Condition, call 911 or go to the nearest emergency department as described under "Emergency Services " in the "How to obtain care" section and we will provide coverage as described in that section.

## **Reductions**

If you obtain a judgment or settlement from or on behalf of another party who allegedly caused an injury or illness for which you received covered Services, you must reimburse us to the maximum extent allowed under California Civil Code Section 3040. Note: This "Reductions" section does not affect your obligation to pay your Cost Share for these Services. Alternatively, we may file a subrogation claim on our own behalf against the other party. In addition to these other party liability claims by Kaiser Permanente, the contracts between Kaiser Permanente and some providers may allow these providers to recover all or a portion of the difference between the fees paid by Kaiser Permanente and the fees the provider charges to the general public for the Services you received.

Refer to the EOC for additional information and other reductions (for example, surrogacy arrangements and workers'

Acute conditions, which are medical conditions that involve a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and has

## **Drug formulary**

The drug formulary includes a list of drugs that have been approved by our Pharmacy and Therapeutics Committee for our Members in your Home Region Service Area. Our Pharmacy and Therapeutics Committee, which is primarily comprised of Plan Physicians and pharmacists, selects drugs for the drug formulary based on several factors, including safety and effectiveness as determined from a review of medical literature. The drug formulary is updated



PRACTICES AND YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION, IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST. To request a copy, please call Member Services at **1-800-464-4000**. You can also find the notice at your local Plan Facility or on our website at [kp.org](http://kp.org).

### **Special note about Medicare**

The information contained in this booklet is not applicable to most Medicare beneficiaries. Please check with your group to determine the correct pre-enrollment disclosure that applies to you if you are eligible for Medicare, and to learn whether you are eligible to enroll in Kaiser Permanente Senior Advantage.

## **Definitions**

**Accumulation Period:** A period of time no greater than 12 consecutive months for purposes of accumulating amounts toward any deductibles (if applicable) and the Plan Out-of-Pocket Maximum. For example, the Accumulation Period may be a calendar year or contract year. The dates of your Accumulation Period are specified in Your Benefits (Disclosure Form Part One).

**Allowance:** A specified amount that you can use toward the purchase price of an item. If the price of the items you select exceeds the Allowance, you will pay the amount in excess of the Allowance (and that payment will not apply toward your deductible, if any, or out-of-pocket maximum).

**Charges:** Charges means the following:

For Services provided by the Medical Group or Kaiser Foundation Hospitals, the charges in Health Plan's schedule of the Medical Group and Kaiser Foundation Hospitals' charges for Services provided to Members

For Services for which a provider (other than the Medical Group or Kaiser Foundation Hospitals) is compensated on a capitation basis, the charges in the schedule of charges that Kaiser Permanente negotiates with the capitated provider

For items obtained at a pharmacy owned and operated by Kaiser Permanente, the amount the pharmacy would

**Coinsurance:**

Contributions made to a Health Savings Account by an eligible individual are tax deductible under federal tax law whether or not the individual itemizes deductions. In order to make contributions to a Health Savings Account, you must be covered under a qualified High Deductible Health Plan and meet other tax law eligibility requirements.

Health Plan does not provide tax advice. Consult with your financial or tax advisor for tax advice or more information about your eligibility for a Health Savings Account.

**High Deductible Health Plan ("HDHP"):** A health benefit plan that meets the requirements of Section 223(c)(2) of the Internal Revenue Code. The health care coverage summarized in this Disclosure Form has been designed to be an HDHP compatible for use with a Health Savings Account.

**Home Region:** The Region where you enrolled (either the Northern California Region or the Southern California Region).

**Kaiser Permanente:** Kaiser Foundation Hospitals (a California nonprofit corporation), Health Plan, and the Medical Group.

**Kaiser Permanente State:** California, Colorado, District of Columbia, Georgia, Hawaii, Idaho, Maryland, Oregon, Virginia, and Washington.

**Medical Group:** For Northern California Region Members, The Permanente Medical Group, Inc., a for-profit professional corporation, and for Southern California Region Members, the Southern California Permanente Medical Group, a for-profit professional partnership.

**Medically Necessary:** For Services related to mental health or substance use disorder treatment, a Service is Medically Necessary if it is addressing your specific needs, for the purpose of preventing, diagnosing, or treating an illness, injury, condition, or its symptoms, including minimizing the progression of that illness, injury, condition, or its symptoms, in a manner that is all of the following:

In accordance with the generally accepted standards of mental health and substance use disorder care

Clinically appropriate in terms of type, frequency, extent, site, and duration

Not primarily for the economic benefit of the health care service plan and subscribers or for the convenience of the patient, treating physician, or other health care provider

For all other Services, a Service is Medically Necessary if it is medically appropriate and required to prevent, diagnose, or treat your condition or clinical symptoms in accord with generally accepted professional standards of practice that are consistent with a standard of care in the medical community.

**Medicare:** The federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with end-stage renal disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

**Member:** A person who is eligible and enrolled, and for whom we have received applicable Premiums. This Disclosure Form sometimes refers to a Member as "you."

**Non-Physician Specialist Visits:** Consultations, evaluations, and treatment by non-physician specialists (such as nurse practitioners, physician assistants, optometrists, podiatrists, and audiologists).

**Out-of-Area Urgent Care:** Medically Necessary Services to prevent serious deterioration of your (or your unborn child's) health resulting from an unforeseen illness, unforeseen injury, or unforeseen complication of an existing condition (including pregnancy) if all of the following are true:

You are temporarily outside your Home Region Service Area

A reasonable person would have believed that your (or your unborn child's) health would seriously deteriorate if you delayed treatment until you returned to your Home Region Service Area

**Physician Specialist Visits:** Consultations, evaluations, and treatment by physician specialists, including personal Plan Physicians who are not Primary Care Physicians.

**Plan Deductible:** The amount you must pay under the EOC in the Accumulation Period for certain Services before

Deductible amounts are listed in Your Benefits (Disclosure Form Part One). The Plan Deductible is for the calendar year unless a different Accumulation Period is specified in Your Benefits (Disclosure Form Part One). If your coverage includes a Plan Deductible, refer to the EOC for a list of the Services that are subject to the Plan Deductible.

**Plan Facility:** Any facility listed in the enclosed facility listing or on our website at [kp.org/facilities](http://kp.org/facilities) for your Home Region Service Area. Plan Facilities include Plan Hospitals, Plan Medical Offices, and other facilities that we designate in the directory. The information in this online directory is updated periodically. The availability Plan Facilities may change. If you have questions, please call Member Services at **1-800-464-4000** (TTY users call **711**).

**Plan Hospital:** Any hospital listed in the enclosed facility listing or on our website at [kp.org/facilities](http://kp.org/facilities) for your Home Region Service Area. In the directory, some Plan Hospitals are listed as Kaiser Permanente Medical Centers. The information in this online directory is updated periodically. The availability of Plan Hospitals may change. If you have questions, please call Member Services at **1-800-464-4000** (TTY users call **711**).

**Plan Medical Office:** Any medical office listed in the enclosed facility listing or on our website at [kp.org/facilities](http://kp.org/facilities) for your Home Region Service Area. In the directory, Kaiser Permanente Medical Centers may include Plan Medical Offices. The information in this online directory is updated periodically. The availability of Plan Medical Offices may change. If you have questions, please call Member Services at **1-800-464-4000** (TTY users call **711**).

**Plan Out-of-Pocket Maximum:** The total amount of Cost Share you must pay in the Accumulation Ps

The following ZIP codes in Amador County are inside our Service Area: 95640, 95669

All ZIP codes in Contra Costa County are inside our Service Area: 94505-07, 94509, 94511, 94513-14, 94516-31, 94547-49, 94551, 94553, 94556, 94561, 94563-65, 94569-70, 94572, 94575, 94582-83, 94595-98, 94706-08, 94801-08, 94820, 94850

The following ZIP codes in El Dorado County are inside our Service Area: 95613-14, 95619, 95623, 95633-35, 95651, 95664, 95667, 95672, 95682, 95762

The following ZIP codes in Fresno County are inside our Service Area: 93242, 93602, 93606-07, 93609, 93611-13, 93616, 93618-19, 93624-27, 93630-31, 93646, 93648-52, 93654, 93656-57, 93660, 93662, 93667-68, 93675, 93701-12, 93714-18, 93720-30, 93737, 93740-41, 93744-45, 93747, 93750, 93755, 93760-61, 93764-65, 93771-79, 93786, 93790-94, 93844, 93888

The following ZIP codes in Kings County are inside our Service Area: 93230, 93232, 93242, 93631, 93656

The following ZIP codes in Madera County are inside our Service Area: 93601-02, 93604, 93614, 93623, 93626, 93636-39, 93643-45, 93653, 93669, 93720

All ZIP codes in Marin County are inside our Service Area: 94901, 94903-04, 94912-15, 94920, 94924-25, 94929-30, 94933, 94937-42, 94945-50, 94956-57, 94960, 94963-66, 94970-71, 94973-74, 94976-79

The following ZIP codes in Mariposa County are inside our Service Area: 93601, 93623, 93653

All ZIP codes in Napa County are inside our Service Area: 94503, 94508, 94515, 94558-59, 94562, 94567, 94573-74, 94576, 94581, 94599, 95476

The following ZIP codes in Placer County are inside our Service Area: 95602-04, 95610, 95626, 95648, 95650, 95658, 95661, 95663, 95668, 95677-78, 95681, 95703, 95722, 95736, 95746-47, 95765

All ZIP codes in Sacramento County are inside our Service Area: 94203-09, 94211, 94229-30, 94232, 94234-37, 94239-40, 94244, 94247-50, 94252, 94254, 94256-59, 94261-63, 94267-69, 94271, 94273-74, 94277-80, 94282-85, 94287-91, 94293-98, 94571, 95608-11, 95615, 95621, 95624, 95626, 95628, 95630, 95632, 95638-39, 95641, 95652, 95655, 95660, 95662, 95670-71, 95673, 95678, 95680, 95683, 95690, 95693, 95741-42, 95757-59, 95763, 95811-38, 95840-43, 95851-53, 95860, 95864-67, 95894, 95899

All ZIP codes in San Francisco County are inside our Service Area: 94102-05, 94107-12, 94114-27, 94129-34, 94137, 94139-47, 94151, 94158-61, 94163-64, 94172, 94177, 94188

All ZIP codes in San Joaquin County are inside our Service Area: 94514, 95201-15, 95219-



