



## City of Albany

Group Number: G0020038

Navigator 2000\_0 S3

Effective: July 01, 2024







Welcome to your PacificSource group health plan. Your plan includes a wide range of benefits and services.

***Using this Certificate of Coverage (Herein Called Handbook)***

This handbook will help you understand how your plan works and how to use it.

If anything is unclear to you, our Customer Service team is available to answer your questions. Please give us a call, email, or visit our website. We look forward to serving you.

***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. Unless federal law is found to apply, the validity and interpretation of this plan, and the rights and obligations of the Members, will be governed by the state's laws where your employer's plan is issued.

***Additional Information***

Additional information regarding this plan is available upon request prior to you selecting this plan. You may request information regarding premiums, cost sharing, Provider networks, utilization review, Appeals and Grievances, accreditation, benefits, pharmacy formulary, definitions of terms, and confidentiality policies. This information is available from our Customer Service team or on the PacificSource website.

***PacificSource Customer Service***

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

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

*Para asistencia en español, por favor llame al número 866-281-1464.*

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**Benefit Year:** Calendar Year

**Provider Network:** Navigator

Deductible Per Benefit Year	In-network	Out-of-network
<b>Individual/Family</b>	\$2,000/\$4,000	\$3,500/\$7,000
Out-of-Pocket Limit Per Benefit Year	In-network	Out-of-network
<b>Individual/Family</b>	\$2,000/\$4,000	\$5,000/\$10,000
<p><b>Note:</b> In-network deductible and out-of-pocket limit accumulate separately from the out-of-network deductible and out-of-pocket limit. Even though you may have the same benefit for in-network and out-of-network, your actual costs for services provided out-of-network may exceed this plan's out-of-pocket limit for out-of-network services. In addition, out-of-network providers may in certain circumstances bill you for the difference between the amount charged by the provider and the amount allowed by the insurance company (called balance billing). Balance billing amounts are not counted toward the out-of-network out-of-pocket limit. For additional information about balance billing or allowable fees, see your handbook.</p>		

**Accident Benefit**

The first \$500 of covered services within 90 days of an accident is covered up to the maximum benefit available and not subject to the deductible. The date of injury must occur after the member is enrolled in this plan. If date of injury occurred prior to being enrolled on this plan, this benefit will not apply. The balance is covered as shown below.

**The member is responsible for any amounts shown above, in addition to the following amounts:**

Service/Supply	In-network Member Pays	Out-of-network Member Pays
<b>Preventive Care</b>		
<b>Well baby/Well child care</b>	No deductible, 0%	No deductible, 50%
<b>Preventive physicals</b>	No deductible, 0%	No deductible, 50%
<b>Well woman visits</b>	No deductible, 0%	No deductible, 50%
<b>Preventive mammograms</b>	No deductible, 0%	No deductible, 50%
<b>Immunizations</b>	No deductible, 0%	No deductible, 50%
<b>Preventive colonoscopy</b>	No deductible, 0%	No deductible, 50%

<b>Service/Supply</b>	<b>In-network Member Pays</b>	<b>Out-of-network Member Pays</b>
<b>Prostate cancer screening</b>	No deductible, 0%	No deductible, 50%
<b>Professional Services</b>		
<b>Office and home visits</b>	First three visits no deductible, 0%. Subsequent visits, after deductible, 0%*	After deductible, 50%
<b>Naturopath office visits</b>	After deductible, 0%	After deductible, 50%
<b>Specialist office and home visits</b>	After deductible, 0%	After deductible, 50%
<b>Telehealth visits</b>	First three visits no deductible, 0%. Subsequent visits, after deductible, 0%*	After deductible, 50%
<b>Office procedures and supplies</b>	After deductible, 0%	After deductible, 50%
<b>Surgery</b>	After deductible, 0%	After deductible, 50%
<b>Outpatient rehabilitation and habilitation services</b>	After deductible, 0%	After deductible, 50%
<b>Acupuncture (12 visits per benefit year)</b>	No deductible, 20%	After deductible, 50%
<b>Chiropractic manipulation/Spinal manipulation (20 visits per benefit year)</b>	No deductible, 20%	After deductible, 50%
<b>Hospital Services</b>		
<b>Inpatient room and board</b>	After deductible, 0%	After deductible, 50%
<b>Inpatient rehabilitation and habilitation services</b>	After deductible, 0%	After deductible, 50%
<b>Skilled nursing facility care</b>	After deductible, 0%	After deductible, 50%
<b>Outpatient Services</b>		
<b>Outpatient surgery/services</b>	After deductible, 0%	After deductible, 50%
<b>Diagnostic imaging – advanced</b>	After deductible, 0%	After deductible, 50%
<b>Diagnostic and therapeutic radiology/laboratory and dialysis – non-advanced</b>	After deductible, 0%	After deductible, 50%
<b>Urgent and Emergency Services</b>		
<b>Urgent care center visits</b>	After deductible, 0%	After deductible, 50%

<b>Service/Supply</b>	<b>In-network Member Pays</b>	<b>Out-of-network Member Pays</b>
<b>Emergency room visits – medical emergency</b>	After deductible, 0%	After deductible, 0%
<b>Emergency room visits – non-emergency</b>	After deductible, 0%	After deductible, 50%
<b>Ambulance, ground</b>	After deductible, 0%	After deductible, 0%
<b>Ambulance, air</b>	After deductible, 0%	After deductible, 0%
<b>Maternity Services**</b>		
<b>Physician/Provider services (global charge)</b>	After deductible, 0%	After deductible, 50%
<b>Hospital/Facility services</b>	After deductible, 0%	After deductible, 50%
<b>Mental Health and Substance Use Disorder Services</b>		
<b>Office visits</b>	First three visits no deductible, 0%. Subsequent visits, after deductible, 0%*	After deductible, 50%
<b>Inpatient care</b>	After deductible, 0%	After deductible, 50%
<b>Residential programs</b>	After deductible, 0%	After deductible, 50%
<b>Other Covered Services</b>		
<b>Allergy injections</b>	After deductible, 0%	After deductible, 50%
<b>Durable medical equipment</b>	After deductible, 0%	After deductible, 50%
<b>Home health services</b>	After deductible, 0%	After deductible, 50%
<b>Transplants</b>	After deductible, 0%	After deductible, 50%

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

\*First 3 visits per benefit year combined for Professional Services – Office and home visits, Telehealth visits, and Mental Health and Substance Use Disorder Services – Office visits.

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

# Additional information

## What is the 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.

Note that there is a separate category for in-network and out-of-network when it comes to meeting your deductible.

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

The out-of-pocket limit is the most you'll pay for covered services during the benefit year. Once the out-of-pocket limit has been met, the plan will pay 100 percent of allowed amounts for covered services for the rest of that benefit 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 limit applies for each member only until the family out-of-pocket limit has been met. Be sure to check your 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.

Note that there is a separate category for in-network and out-of-network when it comes to meeting your out-of-pocket limit.

## Payments to providers

Payment to providers is based on the prevailing or allowable fee for covered services. In-network providers accept the allowable fee as payment in full. Services of out-of-network providers could result in out-of-pocket expense in addition to the percentage indicated.

## Prior authorization

Coverage of certain medical services and surgical procedures requires a benefit determination by PacificSource before the services are performed. This process is called prior authorization. Prior authorization is necessary to determine if certain services and supplies are covered under this plan, and if you meet the plan's eligibility requirements. Prior authorization does not change your out-of-pocket expense for in-network and out-of-network providers. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](https://Authgrid.PacificSource.com) (select Commercial for the line of business).

## Discrimination is against the law

PacificSource Health Plans complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. PacificSource does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

**Benefit Year:** Calendar Year

**Formulary:** Preferred Drug List (PDL)

This plan includes coverage for prescription drugs and certain other pharmaceuticals, subject to the information below. This plan complies with federal healthcare reform. To check which tier your prescription falls under, call our Customer Service team or visit [PacificSource.com/find-a-drug](http://PacificSource.com/find-a-drug).

The amount you pay for covered prescriptions at in-network pharmacies applies toward your plan’s in-network medical out-of-pocket limit, the amount you pay for covered prescriptions at out-of-network pharmacies applies toward your plan’s out-of-network out-of-pocket limit which is shown on the Medical Benefit Summary. The copayment and/or coinsurance for prescription drugs obtained from an in-network or out-of-network pharmacy are waived during the remainder of the benefit year in which you have satisfied the medical out-of-pocket limit.

**Affordable Care Act Standard Preventive No-cost Drug List**

Your prescription benefit includes preventive care drugs at no cost to you and are not subject to a deductible or MAC penalties. This benefit includes some drugs required by the Affordable Care Act, including tobacco cessation drugs. These drugs are identified on the drug list as Tier 0.

**Each time a covered prescription is dispensed, you are responsible for any amounts shown above, in addition to the following amounts:**

<b>Service/ Supply</b>	<b>Tier 1 Member Pays</b>	<b>Tier 2 Member Pays</b>	<b>Tier 3 Member Pays</b>
<b>In-network Retail Pharmacy</b>			
<b>Up to a 30 day supply:</b>	No deductible, \$20	No deductible, \$40*	No deductible, \$60*
<b>31 - 60 day supply:</b>	No deductible, \$40	No deductible, \$80	No deductible, \$120
<b>61 - 90 day supply:</b>	No deductible, \$60	No deductible, \$120	No deductible, \$180
<b>In-network Mail Order Pharmacy</b>			
<b>Up to a 90 day supply:</b>	No deductible, \$20	No deductible, \$40*	No deductible, \$60*
<b>Compound Drugs**</b>			
<b>Up to a 30 day supply:</b>		No deductible, \$60	
<b>31 - 60 day supply:</b>		No deductible, \$120	

<b>Service/ Supply</b>	<b>Tier 1 Member Pays</b>	<b>Tier 2 Member Pays</b>	<b>Tier 3 Member Pays</b>
<b>61 - 90 day supply:</b>		No deductible, \$180	
<b>Out-of-network Pharmacy</b>			
<b>30 day maximum fill, no more than three fills allowed per year:</b>		No deductible, 50%	
		<b>Tier 1, Tier 2, and Tier 3 Member Pays</b>	
<b>Specialty Drugs - In-network Specialty Pharmacy</b>			
<b>Up to a 30 day supply:</b>		No deductible, the lesser of \$100 or 20%	
<b>Specialty Drugs - Out-of-network Specialty Pharmacy</b>			
<b>30 day maximum fill, no more than three fills allowed per year:</b>		No deductible, 50%	

\*Formulary prescription insulin will not be subject to a deductible and limited to \$85 copay per 30 day supply.

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

MAC A - Regardless of the reason or medical necessity, if you receive a brand name drug or if your provider prescribes a brand name drug when a generic is available, you will be responsible for the brand name drug's copayment and/or coinsurance plus the difference in cost between the brand name and generic drug. The cost difference between the brand name and generic drug does not apply toward the medical out-of-pocket limit. Does not apply to preventive bowel prep kits covered under USPSTF guidelines.

If your provider prescribes a brand name contraceptive due to medical necessity it may be subject to prior authorization for coverage at no charge.

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

# UNDERSTANDING HOW YOUR BENEFITS ARE PAID

This section of the handbook contains information to help you understand the benefits of the plan and how certain aspects of your plan work, including Deductibles, Copayments, Coinsurance, out-of-pocket limits, and benefit maximums. For more information, see the benefit summaries for plan details. Many terms used in this handbook are defined in the Definitions section of this handbook. You can identify such terms by their being capitalized.

## BENEFIT YEAR

### *Calendar Year*

Many benefits and provisions in this plan are calculated on a calendar year basis. Each January 1, these provisions renew and may change, and you must satisfy the new or revised amounts for that year. Any benefit with a separate maximum benefit (for example, not on a calendar year basis) is identified in the Covered Services section of this handbook.

If this plan renews or is modified mid-calendar year, the previously satisfied Deductibles, out-of-pocket limits, and benefit maximums will be credited toward the renewed or modified plan.

## YOUR DEDUCTIBLE

Except for certain services that do not require satisfaction of the Deductible, PacificSource will only begin to pay benefits for Covered Services once a Member satisfies the Deductible by incurring a specific amount of expenses during the Benefit Year. The amount that accrues to the Deductible is the Allowable Fee.

Your expenses for the following do not count toward the Deductible and will be your responsibility:

- Charges over the Allowable Fee;
- Charges for non-Covered Services; and
- Charges for any Coinsurance or Copayments.

Covered Services used to satisfy the Deductible also accrue to the annual or Lifetime Maximums, if any apply.

### *Your Annual Deductible*

**Individual Deductible.** Every year the amount written opposite Annual Deductible in the Medical Benefit Summary is subtracted from the covered major medical benefits for each enrolled Member. The annual Deductible for each enrolled Member must be met before major medical benefits will be paid.

**Family Deductible.** No more than three times the individual Deductible will be subtracted from the total major medical benefits which the enrolled Employee and Dependents incur in the same Benefit Year.

**Common Accident.** The annual Deductible is only subtracted once from Covered Service resulting from a single Accident when two or more covered Dependents are injured. The Covered Services must be incurred in the same year in which the Accident occurred.

### *Deductible Carryover*

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

- The Covered Services were applied to the Deductible.



- 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 COPAYMENT**

This plan may include a Copayment on certain services or supplies each time you receive a specified service or supply. Copayments are fixed dollar amounts. Any Copayment required will be the lesser of the fixed dollar amount or the Allowable Fee for the service or supply. The Provider will collect any Copayment.

## **YOUR COINSURANCE**

After a Member has satisfied the individual Deductible or the family Deductible, if any applies, this plan may include a Coinsurance payment on certain services or supplies each time the Member receives a specified service or supply until the Member meets any applicable out-of-pocket limit. Coinsurance is a percentage of the Allowable Fee. Any Coinsurance required will be based on the lesser of the billed charges or the Allowable Fee. The Provider will bill you and collect any Coinsurance payment.

## **YOUR OUT-OF-POCKET LIMIT**

This plan has an out-of-pocket limit provision. The benefit summaries show your plan's annual out-of-pocket limits. If you incur Covered Service expenses over those amounts, this plan will pay 100 percent of the Allowable Fee for the remainder of the Benefit Year.

The allowed amounts Members pay for Covered Services will accrue toward the annual out-of-pocket limit except for the following, which will continue to be your responsibility:

- Charges for non-Covered Services.
- Incurred charges that exceed amounts allowed under this plan.
- Charges for the difference in cost between brand name medication and generic equivalent as explained under Prescription Drugs section.

## **ESSENTIAL HEALTH BENEFITS**

Except for pediatric dental which is not included in this plan, this plan covers the Essential Health Benefits as defined by the Secretary of the U.S. Department of Health and Human Services. Annual and Lifetime Maximum dollar limits will not be applied for any service that is an Essential Health Benefit.

## **UNDERSTANDING MEDICAL NECESSITY**

In order for a service or supply to be covered, it must be both a Covered Service *and* Medically Necessary.

*Be careful* – just because a treatment is prescribed or recommended by a Provider does not mean it is Medically Necessary under the terms of this plan. This plan provides coverage only when such care is necessary to treat an Illness or Injury or the service qualifies as preventive care. All treatment is subject to review for Medical Necessity. Review of treatment may involve prior authorization, concurrent review of the continuation of treatment, post-treatment review, or any combination of these. A second opinion (at no cost to the Member when requested by PacificSource) may be required for a Medical Necessity determination.



Some Medically Necessary services are not Covered Services. Medically Necessary services and supplies that are specifically excluded from coverage under this plan can be found in the Benefit Exclusions section.

If you ever have a question about your benefits, contact our Customer Service team.

## **UNDERSTANDING EXPERIMENTAL, INVESTIGATIONAL, OR UNPROVEN SERVICES**

This plan does not cover services or treatments that are Experimental, Investigational, or Unproven.

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 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. In addition, if you seek services from a Provider outside Idaho, Montana, Oregon, and Washington, we may delegate the development and use of evidence-based criteria to a third party for such services. You and your Provider may request information regarding our criteria for determining these services or treatments.

## **ELIGIBLE PROVIDERS**

This plan provides benefits only for Covered Services and supplies rendered by an eligible Provider, Hospital, Specialized Treatment Facility, Durable Medical Equipment Supplier, or other licensed medical Providers. The services or supplies provided by individuals or companies that are not specified as eligible Providers are not eligible for reimbursement under the benefits of this plan. To be eligible, the Providers must be practicing within the scope of their licenses.

## **COVERED SERVICES**

This section of the handbook contains information about the benefits provided under the plan. The following list of benefits is exhaustive. You are responsible for all charges for services that are not a Covered Service.

As described in the prior section, these services and supplies may require you to satisfy a Deductible, make a Copayment, and/or pay Coinsurance. They may be subject to additional limitations or maximum dollar amounts (maximum dollar amounts do not apply to Essential Health Benefits). For an expense to be eligible for payment, you must be a Member of this plan on the date the expense is incurred and eligible Providers practicing within the scope of their licenses must render the services. A treatment or service may be Medically Necessary, yet not be a Covered Service. For information about exclusions, see the Benefit Exclusions section.

Subject to all the terms of this plan, the following services and supplies are covered according to the benefit summaries.

## **PREVENTIVE CARE SERVICES**

This plan covers preventive care services in accordance with the age limits and frequency guidelines according to the recommendations of the United States Preventive Services Task Force (USPSTF) – the A and B list of preventive services, the Health Resources and Services Administration (HRSA), and by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention. If one of these bodies adopts a new or revised recommendation, this plan has up to one year before coverage of the related services must be available and effective under this benefit.

For a list of the services that fall within this benefit, please visit the USPSTF website, [uspreventiveservicestaskforce.org/uspstf/recomendation-topics/uspstf-a-and-b-recommendations](https://uspreventiveservicestaskforce.org/uspstf/recomendation-topics/uspstf-a-and-b-recommendations) or the HRSA website, [hrsa.gov/womens-guidelines](https://hrsa.gov/womens-guidelines) (note that these websites may change). For Members who do not have Internet access or have additional questions, please contact our Customer Service team for a complete description of the preventive services lists. Below are some of the services that fall within this benefit. In addition to the Affordable Care Act (ACA) required benefits as explained above, the list also includes state mandated benefits. If this plan qualifies as a Health Savings Account (HSA) plan, only ACA required preventive services are covered before Deductible at In-network Providers.

### ***Colorectal Cancer Screening***

This plan covers colorectal cancer screening as required under ACA. Screening coverage includes a follow up colonoscopy performed after a positive non-invasive stool based screening or direct visualization. For colorectal cancer screenings not required to be covered as preventive under ACA, see the Diagnostic and Therapeutic Radiology/Laboratory and Dialysis – (non-advanced) section.

### ***Immunizations***

This plan covers age-appropriate childhood and adult immunizations for primary prevention of infectious diseases as recommended and adopted by the USPSTF, Centers for Disease Control and Prevention (CDC), or similar standard-setting body. This benefit does not include immunizations that are determined to be elective or Experimental, Investigational, or Unproven.

### ***Preventive Physicals***

This plan covers appropriate screening radiology and laboratory tests and other screening procedures. Screening exams and laboratory tests may include, but not limited to, depression screening for all adults including pregnant and postpartum women, 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 routine screening procedures related to the preventive physical are covered by this benefit. Diagnostic x-ray and lab work outside the scope of the preventive physical will be subject to the standard cost sharing.

- Benefits are limited as follows: Age 22 and older once per Benefit Year.

### ***Prostate Cancer Screening***

This plan covers appropriate screening that includes, but not limited to, a digital rectal exam and a prostate-specific antigen test.

### ***Tobacco Cessation Program Services***

This plan covers Tobacco Cessation Program services when provided by an In-network Provider.

### ***Weight Reduction or Control Services***

This plan covers intensive behavioral interventions for children ages six and older and adults who qualify as obese, as required under the USPSTF recommendations.

### ***Well Baby/Well Child Care***

This plan covers well baby/well child examinations. Only laboratory tests and other routine screening procedures related to the well baby/well child exam are covered by this benefit. Diagnostic x-ray and lab work outside the scope of the preventive physical will be subject to the standard cost sharing.

- Benefits are limited as follows:
  - 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 Benefit Year

### **Well Woman Care**

This plan covers ACA recommended Women’s Healthcare Services. Services include, but not limited to, preventive mammograms including 3D, preventive gynecological exams, pelvic exams, pap smears, and maternity related services to be covered as preventive under the ACA. For diagnostic mammograms, see the Diagnostic and Therapeutic Radiology/Laboratory and Dialysis – (non-advanced) section.

## **PROFESSIONAL SERVICES**

### **Acupuncture**

This plan covers services for acupuncture.

- Benefits are limited as follows: Up to 12 visits per Benefit Year.

### **Audiological Tests**

This plan covers audiological (hearing) tests.

### **Biofeedback**

This plan covers biofeedback services to treat migraine headaches or urinary incontinence.

- Benefits are limited as follows: Lifetime Maximum of ten sessions.

### **Cardiac Rehabilitation**

This plan covers Cardiac Rehabilitation.

- Benefits are limited as follows:
  - Phase I (inpatient) services are covered under inpatient Hospital benefits.
  - Phase II (short term outpatient) services provided in connection with a Cardiac Rehabilitation exercise program that does not exceed a Lifetime Maximum of 36 visits.
  - Phase III (long-term outpatient) services are not covered.

### **Child Abuse Medical Assessments**

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 Provider 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.

### **Chiropractic Manipulation/Spinal Manipulation**

This plan covers services for chiropractic manipulation/spinal manipulation.

- Benefits are limited as follows: Up to 20 visits per Benefit Year.

### **Clinical Trials (Approved)**

This plan covers 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. A qualified individual is someone who is eligible to participate in an Approved Clinical Trial and either the referring Provider is an In-network Provider and has concluded that the trial would be appropriate for the individual, or the

individual provides medical or scientific information establishing that the trial would be appropriate. If an In-network Provider is participating in an Approved Clinical Trial, the qualified individual may be required to participate in the trial through that In-network Provider if the Provider will accept the qualified individual as a participant.

### ***Cosmetic or Reconstructive Surgery***

This plan provides cosmetic or reconstructive services in the following situations:

- When necessary to correct a functional disorder or Congenital Anomaly;
- When necessary because of an Accidental Injury or Illness, or to correct a scar or defect that resulted from treatment of an Accidental Injury or Illness; or
- When necessary to correct a scar or defect on the head or neck that resulted from a covered surgery; or
- When necessary for gender affirmation.

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 review.

Some cosmetic or reconstructive surgeries require prior authorization. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](https://Authgrid.PacificSource.com) (select Commercial for the line of business).

### ***Craniofacial Anomalies***

This plan covers dental and orthodontic services for the treatment of craniofacial anomalies when Medically Necessary to restore function. Coverage includes, but 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.

### ***Dietary or Nutritional Counseling***

This plan covers services for prediabetes education via National Diabetes Prevention Programs, diabetic education, management of inborn errors of metabolism, and management of eating disorders if provided by a qualified Provider or as required under ACA for obesity screening and counseling.

Counseling will also be provided for women 40 to 60 years of age with normal or overweight body mass to maintain weight or limit weight gain to prevent obesity.

### ***Foot Care***

This plan covers routine foot care for Members with diabetes mellitus.

### ***Gender Affirmation***

This plan covers Medically Necessary gender affirming services and related procedures, and requires prior authorization.

### ***Genetic Counseling***

This plan covers services of a board-certified or board-eligible genetic counselor for evaluation of genetic disease.

### ***Inborn Errors of Metabolism***

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.

### ***Injectable Drugs and Biologicals***

This plan covers injectable drugs and biologicals when administered by a Provider and Medically Necessary for diagnosis or treatment of an Illness or Injury. For information about drugs or biologicals that can be self-administered or are dispensed to a patient, see the Prescription Drugs section.

### ***Injury of the Jaw or Natural Teeth***

This plan covers the services of a Provider to treat Injury of the jaw or natural teeth. Except for the initial examination, such services require prior authorization.

- Benefits are limited as follows: Services must be provided within 18 months of the Injury.

### ***Newborn Nurse Home Visiting Services***

This plan covers newborn nurse home visiting services for a newborn child up to the age of six months.

### ***Office Visits and Urgent Care Visits***

This plan covers office visits and treatments, including associated supplies and services such as therapeutic injections and related supplies.

This plan covers Urgent Care visits, including facility costs and supplies at the Urgent Care Treatment Facility. This benefit includes a visit requested by the Member for the purpose of obtaining a second opinion regarding a covered medical diagnosis or treatment plan.

All professional services performed in the office that are billed separately from the office visit or are not related to the actual visit (for example, separate laboratory services billed in conjunction with the office visit) are not considered part of the office visit and are subject to the applicable benefit for such service.

### ***Orthognathic (Jaw) Surgery***

This plan covers services of a Provider for orthognathic (jaw) surgery.

- Benefits are limited 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.

### ***Pediatric Dental Care Requiring General Anesthesia***

This plan covers facility charges of a Hospital or Ambulatory Surgical Center.

- Benefits are limited as follows: One visit per Benefit Year and is subject to prior authorization.

### ***Sleep Studies***

This plan covers sleep studies when ordered by a pulmonologist, neurologist, otolaryngologist, internist, family practitioner, or certified sleep medicine specialist.

## ***Surgery***

This plan covers surgery and other outpatient services performed in a Providers office or an Ambulatory Surgical Center. Some surgeries require prior authorization. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](https://Authgrid.PacificSource.com) (select Commercial for the line of business).

## ***Telehealth***

This plan covers Medically Necessary Telehealth services when provided by a Provider.

## ***Traumatic Brain Injury***

This plan covers Medically Necessary therapy and services for the treatment of traumatic brain Injury.

## **ACCIDENT BENEFIT**

This plan covers Medically Necessary treatment for an Injury due to an Accident. Injury does not include musculoskeletal sprains or strains obtained in the performance of physical activity. The date of Injury must occur after the Member is enrolled in this plan. If date of Injury occurred prior to being enrolled on this plan, this benefit will not apply.

- Benefits are limited as follows: Treatment or service must be provided within 90 days after the Injury occurs. Benefits for the following Covered Services are provided (see the benefit summaries for details):
  - Diagnostic radiology and laboratory services;
  - Services or supplies provided by a Provider (except orthopedic braces);
  - Services of a Hospital;
  - Services of a registered nurse;
  - Services of a licensed physical therapist;
  - Services of a Provider for the repair of a fractured jaw or natural teeth; or
  - Transportation by local ground ambulance.

## **AMBULANCE SERVICES**

This plan covers services of a state certified ground or air ambulance to the nearest facility capable of treating the condition, when other forms of transportation will endanger your health. There is no coverage for services that are for personal or convenience purposes. Air ambulance service is only covered when ground transportation is medically or physically inappropriate. Non-emergency ground or air ambulance between facilities requires prior authorization.

## **BLOOD TRANSFUSIONS**

This plan covers blood, blood products, and blood storage, including services and supplies of a blood bank.

## **BREAST PROSTHESES**

This plan covers removal, repair, and/or replacement of breast prostheses due to a contracture or rupture, but only when the original prosthesis was for a Medically Necessary Mastectomy. Prior authorization by PacificSource is required, and eligibility for benefits is subject to the following criteria:



- The contracture or rupture must be clinically evident by a Provider's physical examination, imaging studies, or findings at surgery;
- Removal, repair, and/or replacement of the prosthesis is not covered when recommended due to an autoimmune disease, connective tissue disease, arthritis, allergic syndrome, psychiatric syndrome, fatigue, or other systemic signs or symptoms.

## **COCHLEAR IMPLANTS**

This plan covers single or bilateral cochlear implants when Medically Necessary, including programming and reprogramming. The cost of repair and replacement parts are covered if the repair or replacement parts are not under warranty. Some services may require prior authorization. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](https://Authgrid.PacificSource.com) (select Commercial for the line of business). For more information, see the Durable Medical Equipment section.

## **CONTRACEPTIVES AND CONTRACEPTIVE DEVICES/FAMILY PLANNING**

This plan covers IUD, diaphragm, and cervical cap contraceptives and contraceptive devices along with their insertion or removal, as well as hormonal contraceptives including injections, formulary oral, patches, and rings prescribed by your Provider. Contraceptive drugs, devices, and other products approved by the Food and Drug Administration (FDA) and on the formulary are covered by your plan when prescribed.

Over-the-counter contraceptive drugs approved by the FDA, purchased without a prescription, are reimbursable by the plan.

This plan covers tubal ligation and vasectomy procedures.

## **DIABETIC EQUIPMENT, SUPPLIES, AND TRAINING**

This plan covers certain diabetic equipment, supplies, and training, as follows:

- Some supplies may require prior authorization. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](https://Authgrid.PacificSource.com) (select Commercial for the line of business).
- Diabetic supplies other than insulin and syringes (such as lancets, test strips, and glucoStix).
- Insulin pumps.
- Diabetic insulin and syringes are covered under your Prescription Drug benefit, if your plan includes prescription coverage. Formulary lancets and test strips are also available under your Prescription Drug benefit in lieu of those covered supplies under the medical plan.
- Outpatient and self-management training and education for the treatment of diabetes and National Diabetes Prevention Programs. The training must be provided by a Provider with expertise in diabetes.
- Medically Necessary Telehealth, via two-way electronic communication, provided in connection with the treatment of diabetes.

## **DIAGNOSTIC AND THERAPEUTIC RADIOLOGY/LABORATORY AND DIALYSIS – (NON-ADVANCED)**

This plan covers diagnostic and therapeutic radiology/laboratory services provided in a Hospital or outpatient setting when ordered by a Provider. These services may be performed or provided by

laboratories, radiology facilities, Hospitals, and Providers, including services in conjunction with office visits.

A colonoscopy that is not required to be covered as preventive under ACA, or is performed for the evaluation or treatment of a known medical condition will be covered under the diagnostic benefit and is subject to cost sharing.

A mammogram, MRI, and ultrasound for a Diagnostic Breast Examination or Supplemental Breast Examination are paid at no cost share when provided by an In-network Provider. If this is an HSA plan or if the services are provided by an Out-of-network Provider, the examinations will be covered under this diagnostic benefit and are subject to cost sharing.

This plan covers therapeutic radiology services, Chemotherapy, and renal dialysis provided or ordered by a Provider. Covered Services include a prescribed, orally administered anticancer medication used to kill or slow the growth of cancerous cells.

Absent an 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 In-network and Out-of-network Providers. In all situations and settings, benefits are subject to the Deductibles, Copayments, and/or Coinsurance stated in the Medical Benefit Summary for Outpatient Services – Diagnostic and therapeutic radiology/lab and dialysis – (non-advanced).

See the Medical Benefit Summary for cost sharing information on benefits that fall under this category.

## **DIAGNOSTIC IMAGING – ADVANCED**

This plan covers Medically Necessary advanced diagnostic imaging for the diagnosis of Illness or Injury. For the purposes of this benefit, advanced diagnostic imaging includes CT scans, MRIs, PET scans, CATH labs, and nuclear cardiology studies. Some diagnostic imaging requires prior authorization. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](http://Authgrid.PacificSource.com) (select Commercial for the line of business).

## **DURABLE MEDICAL EQUIPMENT**

This plan covers services and applicable sales tax for Durable Medical Equipment. Durable Medical Equipment must be prescribed.

This plan covers Prosthetic Devices and Orthotic Devices to restore or maintain the ability to complete activities of daily living or essential job-related activities and are not for comfort or convenience. Repair or replacement of a Prosthetic Device and Orthotic Device is covered when needed due to normal use. This plan covers maxillofacial prostheses to control or eliminate pain or infection or to restore functions such as speech, swallowing, or chewing.

- Benefits are limited as follows:
  - Some Durable Medical Equipment requires a prior authorization. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](http://Authgrid.PacificSource.com) (select Commercial for the line of business).
  - Benefits will be paid toward either the purchase or the 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 \$2,500, prior authorization 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.

- Medically Necessary treatment for sleep apnea and other sleeping disorders is covered when prior authorization has been received 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 Provider specializing in evaluation and treatment of sleep disorders.
- Hearing Aids: Hearing Aids, Hearing Assistive Technology Systems, and ear molds are provided in accordance with state and federal law. Contact our Customer Service team for specific coverage requirements. The Durable Medical Equipment benefit covers one Hearing Aid per ear for Members age 18 and younger, or age 19 to 25 when enrolled in a secondary school or an accredited educational institution, every 36 months.
- Wheelchairs: Purchase, rental, repair, lease, or replacement of a power-assisted wheelchair (including batteries and other accessories) requires prior authorization and is payable only in lieu of benefits for a manual wheelchair.
- Lenses: Only lenses to correct a specific vision defect resulting from a severe medical or surgical problem are covered 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 Benefit Year when surgery or treatment is performed on either eye. Other plan 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, Copayment, and/or Coinsurance stated in the Medical Benefit Summary for Durable Medical Equipment and is in lieu of, and not in addition to any other vision benefit payable.
- Breast Pumps: Manual and electric breast pumps are covered at no cost share when provided by an In-network Provider, or purchased from a retail outlet, and are limited to once per pregnancy. Hospital-grade breast pumps are not covered.
- Wigs: Wigs following Chemotherapy or Radiation Therapy are covered up to a maximum benefit of \$150 per Benefit Year.

### **Maxillofacial Prosthetic Services**

This plan covers maxillofacial prosthetic services when prescribed by a Provider 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.

- Benefits are limited as follows: Coverage is limited to the least costly clinically appropriate treatment, as determined by the Provider. Cosmetic procedures and procedures to improve on the normal range of functions are not covered.

## **ELEMENTAL ENTERAL FORMULA**

This plan covers Medically Necessary non-prescription elemental enteral formula ordered by a Provider for home use to treat severe intestinal malabsorption disorder when the formula comprises a predominant or essential source of nutrition.

## **EMERGENCY ROOM – PROVIDER AND FACILITY**

This plan covers an Emergency Medical Screening Exam and Emergency Services to evaluate and treat an Emergency Medical Condition. Any referred services or treatment after discharge from the emergency room will be covered under the applicable benefit for such services and treatment. For Emergency Medical Conditions, Out-of-network Providers are paid at the In-network Provider level. If you are admitted to an out-of-network Hospital, PacificSource will coordinate your transfer to an in-network facility if necessary.

If you need immediate assistance for a medical emergency, call 911, or go to the nearest emergency room or appropriate facility.

## **HOME HEALTHCARE SERVICES**

This plan covers Home Healthcare services, including home infusion services that cannot be self-administered, when provided by a licensed home health agency.

- Benefits are limited as follows: Private duty nursing is not covered.

## **HOSPICE CARE SERVICES**

This plan covers Hospice Care services 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 to supplement the efforts of an unpaid caregiver and include pastoral care and bereavement services.

This plan covers respite care provided in a nursing facility to provide relief for the primary caregiver.

- Benefits are limited as follows:
  - Hospice Care: The plan does not cover services of a primary caregiver such as a relative, friend, or private duty nurse. Care is provided for a terminally ill Member when determined Medically Necessary.
  - Respite care: Care is subject to a maximum of five consecutive days and to a Lifetime Maximum benefit of 30 days. The Member must be enrolled in a hospice program to be eligible for respite care benefits.

## **INPATIENT SERVICES**

### ***Hospital Services***

This plan covers Hospital inpatient services up to the Hospital's semi-private room rate, except when a private room is determined to be necessary.

This plan covers hospitalization for dental procedures under limited circumstances and requires prior authorization. For more information, see Pediatric Dental Care Requiring General Anesthesia in the Professional Services section.

### ***Inpatient Habilitation***

This plan covers inpatient habilitation services when Medically Necessary to help a person keep, learn, or improve skills and functioning for daily living. These services must be consistent with the condition being treated, and must be part of a written treatment program prescribed by a Provider and are subject to concurrent review by PacificSource.

- Benefits are limited as follows: Up to a combined maximum of 30 days per Benefit Year with extensions subject to Medical Necessity review. Additional treatment may be considered when criteria for individual benefits are met.

### ***Inpatient Rehabilitation***

This plan covers inpatient Rehabilitation Services when Medically Necessary to keep, restore, or improve skills and function for daily living that have been lost or impaired due to Illness, Injury, or disability. Recreation therapy is only covered as part of an inpatient admission.

- Benefits are limited as follows: Up to a combined maximum of 30 days per Benefit Year. Additional treatment may be considered when criteria for individual benefits are met.

### ***Mental Health and Substance Use Disorder Services – Inpatient***

This plan complies with all federal laws and regulations related to the Mental Health Parity and Addiction Equity Act of 2008. Treatment of Substance Use Disorder and related disorders is subject to placement criteria established by the American Society of Addiction Medicine, Third Edition.

This plan covers crisis intervention, diagnosis, and treatment of Behavioral Health Conditions and Substance Use Disorders including withdrawal management by a Mental Health and/or Substance Use Disorder Healthcare Provider or Mental Health and/or Substance Use Disorder Healthcare Program or Mental Health and/or Substance Use Disorder Healthcare Facility, except as otherwise excluded in this plan. Services are also covered when provided by a qualified Provider for covered diagnoses when the Member is in a Skilled Nursing Facility.

### ***Skilled Nursing Facilities and Convalescent Homes***

This plan covers Skilled Nursing Facilities and Convalescent Homes and are subject to admission notification and concurrent review.

- Benefits are limited as follows: Up to 60 days per Benefit Year. Confinement for Custodial Care is not covered.

## **MATERNITY SERVICES**

This plan covers services of Providers practicing within the scope of their license, for prenatal and postnatal (provided within six weeks of delivery) maternity, childbirth, and complications of pregnancy. A Hospital stay of at least 48 hours (vaginal) or 96 hours (cesarean) is covered.

Medically Necessary services, medication, and supplies to manage diabetes during pregnancy, from conception through six weeks postpartum, will not be subjected to a Deductible, Copayment, or Coinsurance.

This plan covers routine nursery care of a newborn child born to a Member 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.

This plan covers labor and delivery services at an out-of-network facility when a Member is unable to be treated by an in-network facility during a declared public health emergency. These services will be paid at the in-network cost sharing amount.

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

## **OUTPATIENT SERVICES**

### ***Autism Spectrum Disorder Services and Applied Behavioral Analysis (ABA) Therapy***

This plan covers ABA according to PacificSource's guidelines for Medical Necessity. Prior authorization and a treatment plan are required.

### ***Mental Health and Substance Use Disorder Services – Outpatient***

This plan complies with all federal laws and regulations related to the Mental Health Parity and Addiction Equity Act of 2008. Treatment of Substance Use Disorder and related disorders is subject to placement criteria established by the American Society of Addiction Medicine, Third Edition.

This plan covers crisis intervention, diagnosis, and treatment of Behavioral Health Conditions and Substance Use Disorders including withdrawal management by a Mental Health and/or Substance Use Disorder Healthcare Provider or Mental Health and/or Substance Use Disorder Healthcare Program, except as otherwise excluded in this plan.

### ***Outpatient Habilitation***

This plan covers Physical/Occupational Therapy, and speech therapy services, subject to a prescription that includes site, modality, duration, and frequency of treatment.

- Benefits are limited as follows: Up to a combined maximum of 30 visits per Benefit Year with extensions subject to Medical Necessity review. Additional treatment may be considered when criteria for individual benefits are met.

### ***Outpatient Rehabilitation***

This plan covers outpatient Rehabilitation Services to help a person keep, restore, or improve skills and function for daily living that have been lost or impaired due to Illness, Injury, or disability and do not include maintenance services. Services must be prescribed in writing and include site, modality, duration, and frequency of treatment.

- Benefits are limited as follows: Up to a combined maximum of 30 visits per Benefit Year with extensions subject to Medical Necessity review. Additional treatment may be considered when criteria for individual benefits are met.

Outpatient pulmonary rehabilitation programs are covered for Members with severe chronic lung disease that interferes with normal daily activities despite optimal medication management.

## **PRESCRIPTION DRUGS**

This plan covers certain prescription medications included on your Drug List. Please refer to [PacificSource.com/find-a-drug](https://www.pacificsource.com/find-a-drug) for an up-to-date list of drugs and other information about your prescription benefit including quantity limits and prior authorization requirements. If you have any questions about your coverage, please contact our Customer Service team.

To use your PacificSource prescription benefits, you must show your PacificSource Member ID card at the in-network pharmacy.

### ***Prescription Drug List Tiers***

PacificSource's Prescription Drug List (also known as formulary) includes drugs that are used to treat all medically recognized conditions that are not otherwise excluded by your benefits. All formulary drugs are

placed on a tier. Formularies are reviewed and updated monthly, and a drug may be added, removed, or moved to a higher or lower tier. We will notify you prior to making any change that may impact your care.

- Tier 0 – Affordable Care Act Standard Preventive No-cost Drug List is comprised of preventive drugs, including tobacco cessation drugs, mandated to be covered under the ACA and are offered at no charge when provided by an In-network Provider.
- Tier 1 is comprised of medications that are mostly Generic Drugs.
- Tier 2 is comprised of preferred medications that are mostly brand name drugs.
- Tier 3 is comprised of non-preferred medications that are mostly brand name drugs. This tier can contain some Specialty Drugs.

See the Prescription Drug Benefit Summary for cost sharing information.

### ***Drug Discount Programs***

For any such medication where third party manufacturer copayment assistance is used, the Member shall not receive credit toward their Deductible or out-of-pocket limit for any Copayment or Coinsurance amounts that are applied to a manufacturer coupon.

### ***Mail Order Pharmacy***

This plan includes mail order service for Prescription Drugs. Questions about mail order may be directed to our Customer Service team. More information is available on our website, [PacificSource.com/members/prescription-drug-information/resources](http://PacificSource.com/members/prescription-drug-information/resources).

### ***Specialty Drugs***

Specialty Drugs are designated with SP on the Drug List available on our website. Specialty Drugs often require special handling, storage, and instructions. PacificSource contracts with Specialty Pharmacies for these high-cost medications (oral and injectable). A pharmacist-led care team provides individual follow-up care and support to covered Members with prescriptions for Specialty Drugs by providing them strong clinical support, as well as the best overall value for these specific medications. The care team also provides comprehensive disease education and counseling, assesses patient health status, and offers a supportive environment for patient inquiries.

Fills of Specialty Drugs are limited to a 30 day supply and must be filled through our exclusive network Specialty Pharmacies. Specialty Drugs are not available through the in-network retail pharmacy network, mail order service, or non-exclusive Specialty Pharmacies without authorization. For more information, including prior authorization requirements, see our website, [PacificSource.com/members/prescription-drug-information/resources](http://PacificSource.com/members/prescription-drug-information/resources).

### ***No Duplication of Services***

Medications and supplies covered under your prescription benefit are in place of, not in addition to, those same covered supplies under the medical portion of this plan.

### ***Diabetic Supplies***

Refer to your Drug List, available on our website, to see which diabetic supplies are covered under your prescription benefit. Some diabetic supplies may only be covered under your medical benefit. Diabetic testing supplies are subject to plan quantity limits. For more information, see the Diabetic Equipment, Supplies, and Training section.

### ***Contraceptives***

Contraceptives approved by the FDA are covered as required under state law and as recommended by the USPSTF, HRSA, and CDC. Any Deductibles, Copayments, and/or Coinsurance amounts are waived

if a generic is filled. When no generic exists, brand name contraceptives may be covered at no cost. If your Provider prescribes a non-formulary contraceptive due to Medical Necessity, it may be subject to prior authorization for coverage at no charge.

If an initial three month supply is tried, then a 12 month refill of the same contraceptive is covered at an in-network pharmacy in accordance with prescription benefits, regardless if the initial prescription was filled under this plan.

### **Anticancer Medications**

Orally administered and self-administered anticancer medications used to kill or slow the growth of cancerous cells are available when prescribed. All orally administered cancer medications will be covered on the same basis and at no greater cost sharing than imposed for IV or injected cancer medication. See the Prescription Drug Benefit Summary for cost sharing information.

### **Formulary Changes**

Any removal of a medication from your Drug List will be posted on our website 60 days prior to the effective date of the change, unless the change is done on an emergency basis or an equivalent generic medication becomes available without prior notice. In the event of an emergency change, the change will be posted as soon as practicable.

### **Medication Synchronization**

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 Provider or pharmacist to contact our Pharmacy Services team at 844-877-4803, or email [pharmacy@pacificsource.com](mailto:pharmacy@pacificsource.com). We will work with your Providers to evaluate your options and develop your synchronization plan.

### **Prescription Limitations and Exclusions**

- This plan only covers drugs prescribed by eligible Providers prescribing within the scope of their professional licenses. This plan does not cover the following:
  - Drugs for any condition excluded under the medical plan.
  - Some Specialty Drugs that are not self-administered are not covered by this prescription 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 may require prior authorization, please refer to the medical authorization grid on our website, [Authgrid.PacificSource.com](http://Authgrid.PacificSource.com) (select Commercial for the line of business).
  - Some immunizations may be covered under either your medical or pharmacy benefit. Vaccines covered under the pharmacy benefit include, but not limited to: influenza, hepatitis B, herpes zoster (shingles), and pneumococcal. Most other immunizations must be provided by your Provider under your medical benefit.
  - Some drugs and all devices to treat erectile or sexual dysfunction unless defined in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.
  - Drugs used as a preventive measure against hazards of travel.
  - Vitamins, minerals, and dietary supplements except for prescription prenatal vitamins, fluoride products, and for drugs that have a rating of A or B from the USPSTF, some restrictions may apply.



- Certain drugs require prior authorization (PA). An up-to-date list of drugs requiring prior authorization along with all of our requirements is available on our website.
- Certain drugs are subject to Step Therapy (ST) protocols, which means 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.
- Certain drugs have quantity limits (QL), which means we will generally not pay for quantities above posted limits. An up-to-date list of drugs requiring quantity limit exceptions along with all of our requirements is available on our website.
- For most prescriptions, you may refill your prescription only after 75 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 not approve early refills, except under the following circumstances:
  - The request is for ophthalmic solutions or gels, refillable after 70 percent of the previous supply has been taken.
  - The Member will be on vacation in a location that does not allow for reasonable access to a network pharmacy for subsequent refills.

All early refills are subject to standard cost share and are reviewed on a case-by-case basis. A pharmacist can approve an early refill of a prescription for eye drops as required by law.

### **Formulary Exception and Coverage Determination Process**

Requests for formulary exceptions can be made by the Member or Provider by contacting our Pharmacy Services team. Determinations on standard exception requests will be made no later than 72 hours, expedited requests are determined within 24 hours following receipt of the request. Formulary exceptions and coverage determinations must be based on Medical Necessity, and information must be submitted to support the Medical Necessity including all of the following:

- Documented intolerance or failure to the formulary alternatives for the submitted diagnosis;
- Formulary drugs were tried with an adequate dose and duration of therapy;
- Formulary drugs were not tolerated or were not effective;
- Formulary or preferred drugs would reasonably be expected to cause harm or not produce equivalent results as the requested drug;
- The requested drug therapy is evidence-based and generally accepted medical practice; and
- Special circumstances and individual needs, including the availability of service Providers in the Member's region.

For the complete Formulary Exception Criteria, please refer to our website.

## **TRANSPLANT SERVICES**

This plan covers the following Medically Necessary organ and tissue transplants including supplies, treatment, preparation, and facility fees for both donors and recipients: stem cell transplants and high-dose Chemotherapy; corneal transplants; heart; heart – lungs; intestine; kidney; kidney – pancreas; liver; lungs; and whole organ pancreas transplantation. Expenses for the acquisition of organs or tissues for transplantation are only covered when the transplantation itself is covered under this plan, and is limited to selection, removal of the organ, storage, and transportation of the organ or tissue.

- Benefits are limited as follows:

- Except for corneal transplants which do not require prior authorization, transplant supplies, treatments, services and evaluations, including pre-transplant evaluations, require prior authorization.
- Transplants of human body organs and tissues.
- Transplants of animal, artificial, or other non-human organs and tissues are not covered.
- Limited travel and housing expenses for the Member and one caregiver are limited to \$5,000 per transplant. Travel and living expenses are not covered for the donor.
- 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 only covered 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. For more information, see Payment of Transplant Benefits.

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

If a transplant is performed at an in-network Center of Excellence transplantation facility, covered charges of the facility are subject to this plan's in-network transplant benefit. If our contract with the facility includes the services of the medical professionals performing the transplant, those charges are also subject to this plan's in-network transplant benefit. If the professional fees are not included in our contract with the facility, then those benefits are provided according to the Medical Benefit Summary.

Transplant services that are not received at an in-network Center of Excellence and/or services of out-of-network medical professionals are paid at the Out-of-network Provider percentages stated in the Medical Benefit Summary. The maximum benefit payment for transplant services of Out-of-network Providers is 125 percent of the Medicare allowance.

## **WOMEN'S HEALTH AND CANCER RIGHTS**

### ***Breast Reconstruction***

This plan covers breast reconstruction in connection with a Medically Necessary Mastectomy, as required by the Women's Health and Cancer Rights Act of 1998. Coverage is provided in a manner determined in consultation with the attending Provider and 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, Copayments, and/or Coinsurance.

### **Post-Mastectomy Care**

This plan covers post-Mastectomy care for a period of time as determined by the attending Provider and, in consultation with the Member, determined to be Medically Necessary following a Mastectomy, a lumpectomy, or a lymph node dissection for the treatment of breast cancer.

## **BENEFIT EXCLUSIONS**

This plan does not cover the following:

- Abdominoplasty for any indication.
- Academic skills training. This exclusion does not apply if the program, training, or therapy is part of a treatment plan for a pervasive developmental disorder.
- Adolescent wilderness treatment programs.
- Aversion therapy.
- Biofeedback (other than as specifically noted under the Covered Services section).
- Charges for missed appointments, get acquainted visits, completion of claim forms, or reports PacificSource needs to process claims unless otherwise contracted with the Provider.
- Charges that are the responsibility of a third party who may have caused the Illness or Injury, 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, similar medical conditions, or related data.
- Cosmetic/reconstructive services and supplies – Services and supplies, including drugs, rendered primarily for cosmetic/reconstructive purposes (does not apply to Emergency Services). 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 a Congenital Anomaly or gender dysphoria.
- Court-ordered sex offender treatment programs.
- Day care or Custodial Care, including non-skilled care and helping with activities of daily living, except as specified above in conjunction with Home Healthcare or Hospice Care.
- Dental examinations and treatment to prevent, diagnose, or treat diseases or conditions of the teeth and supporting tissues or structures, including treatment that restores the function of teeth.
- 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 non-medical purposes and/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, Investigational, or Unproven – This plan does not cover services, supplies, protocols, procedures, devices, Chemotherapy, drugs or medicines, or the use thereof that are Experimental, Investigational, or Unproven for the diagnosis and treatment of the Member. This limitation also excludes treatment that, when and for the purpose rendered: has not yet received recognized compendia support (for example, UpToDate, Lexicomp, FDA) for other than Experimental, Investigational, or Unproven, or clinical testing; is not of generally accepted medical practice in your plan'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, Investigational, or Unproven, not reasonable and necessary, or any similar finding.

If you or your Provider have any concerns about whether a course of treatment will be covered, we encourage you to contact our Customer Service team. We will arrange for medical review of your case against our criteria, and notify you of whether or not the proposed treatment will be covered.

- Eye examinations (preventive).
- Eye exercises and eye refraction, therapy, and procedures – Orthoptics, vision therapy, and procedures intended to correct refractive errors.
- Eye glasses/Contact lenses – The fitting, provision, or replacement of eye glasses, lenses, frames, contact lenses, or subnormal vision aids intended to correct refractive error.
- Fitness or exercise programs and health or fitness club memberships.
- 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 Members being treated for diabetes mellitus.
- Growth hormone injections or treatments, except to treat documented growth hormone deficiencies.
- Hearing Aids for Members 19 and over, including the fitting, provision, or replacement of Hearing Aids except as outlined in the Durable Medical Equipment section.
- Homeopathic medicines or homeopathic supplies.
- Hypnotherapy.
- Immunizations when recommended for, or in anticipation of, exposure through travel or work.
- Infertility – This plan does not cover Infertility diagnostic or treatment services.
- Instructional or educational programs, except National Diabetes Prevention Programs, diabetes self-management programs when Medically Necessary.
- Jaw – Services or supplies for developmental or degenerative abnormalities of the jaw, malocclusion, dental implants, improving placement of dentures, Prosthetic Devices for treatment of TMJ conditions, and artificial larynx.
- Maintenance supplies and equipment not unique to medical care.
- Massage or massage therapy, even as part of a physical therapy program.

- Mattresses and mattress pads unless Medically Necessary to heal pressure sores.
- Mental health treatment related to the following are excluded: court-mandated psychological evaluations for child custody determinations; voluntary mutual support groups; 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 Behavioral Health Condition; stress management, parenting skills, or family education; and assertiveness 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 Provider review.
- Myeloablative high dose Chemotherapy, except when the related transplant is specifically covered under the transplantation provisions of this plan.
- Naturopathic supplies.
- Nicotine related disorder treatment, other than those covered through Tobacco Cessation Program services.
- Obesity services and bariatric surgery – All services, medications, and supplies for weight reduction control and all categories of obesity, regardless of the medical conditions that may be caused or exacerbated by excess weight, including food supplementation, behavior modification, and self-help programs. Bariatric surgery and other gastric restrictive procedures, or the revision of these procedures.

Obesity screening and counseling for children and adults is covered through your Primary Care Provider. For more information, see dietary or nutritional counseling in the Professional Services section.

- Oral/facial motor therapy for strengthening and coordination of speech-producing musculature and structures, except as Medically Necessary in the restoration or improvement of speech following a traumatic brain Injury or for Members diagnosed with a pervasive developmental disorder.
- Orthodontics/orthodontia, other than as specifically noted under the Covered Services section.
- Orthognathic surgery – Services and supplies to augment or reduce the upper or lower jaw, except to repair an Accidental Injury or for removal of a malignancy, including reconstruction of the jaw.
- Orthopedic shoes, diabetic shoes, and shoe modifications.
- Over-the-counter non-Prescription Drugs, unless included on your Drug List, if your plan includes Prescription Drugs, or is otherwise listed as a Covered Service in this handbook. Does not apply to tobacco cessation medications covered under USPSTF guidelines.
- Panniculectomy (removal of panniculus, or excess skin, from lower abdomen) 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 driving training programs, except as Medically Necessary in the restoration or improvement of speech following a traumatic brain Injury or for Members diagnosed with a pervasive development disorder.
- Replacement costs for worn or damaged Durable Medical Equipment that would otherwise be replaceable without charges under warranty or other agreement.
- Scheduled and/or non-emergent 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 in the Preventive Care Services section.
- Self-help health or instruction or training programs.
- Sensory integration training. This exclusion does not apply if the program, training, or therapy is part of a treatment plan for a pervasive developmental disorder.
- Services or supplies covered under any plan or program established by a domestic or foreign government or political subdivision, unless such exclusion is prohibited by law.
- Services or supplies not listed as a Covered Service, unless required under federal or state law.
- Services or supplies with no charge, or for which your employer has paid, 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 by the Member, or any licensed professional that is directly related to the Member by blood or marriage.
- 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, alteration of 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 erectile or sexual dysfunction, unless defined in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.
- Snoring – Services or supplies for the diagnosis or treatment of snoring, except when attributed to the diagnosis of sleep apnea.
- Social skills training. This exclusion does not apply if the program, training, or therapy is part of a treatment plan for a pervasive developmental disorder.
- Support groups.
- Temporomandibular joint (TMJ) – Related services, medications, or treatment for associated myofascial pain including physical or orofacial therapy. Advice or treatment, including physical therapy

and/or orofacial therapy, either directly or indirectly for temporomandibular joint dysfunction, myofascial pain, or any related appliances. For related provisions, see jaw and orthognathic surgery in this section, and in the Professional Services section.

- Transplants – Any services, treatments, or supplies for the transplantation of stem cells or any human body organ or tissue, except as expressly provided under the provisions of this plan for covered transplantation expenses.
- 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 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 or Injury.
- Treatment of any Illness or Injury resulting from an illegal occupation or attempted felony, or treatment received while in the custody of any law enforcement other than with the local supervisory authority while pending disposition of charges.
- Treatment of any work-related Illness or Injury except as described in the On-the-Job Illness or Injury and Workers’ Compensation section.
- Treatment prior to enrollment.
- 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 covered under this plan.
- War-related conditions – The treatment of any condition caused by or arising out of an act of war, armed invasion, or while in the service of the armed forces unless not covered by the Member’s military or veterans coverage.

## UTILIZATION REVIEW

PacificSource has a utilization review program to determine coverage. This program is administered by our Health Services team for prior authorization, concurrent reviews, and post-service reviews. PacificSource may delegate certain utilization review functions to third parties, including utilization review for services rendered by Providers outside of Idaho, Montana, Oregon, and Washington. Questions regarding Medical Necessity, possible Experimental, Investigational, or Unproven services, appropriate setting, and appropriate treatment are forwarded to the PacificSource Medical Director for review and Benefit Determination, where applicable.

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

## PRIOR AUTHORIZATION

*Coverage of certain services requires a Benefit Determination by PacificSource before the services are performed. This process is called prior authorization.*

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

Your Provider can request prior authorization from the PacificSource Health Services team. If your



Provider will not request prior authorization for you, you may contact us yourself. In some cases, we may ask for more information or require a second opinion (at no cost to the Member when requested by PacificSource) before authorizing coverage. You and/or your Provider are responsible for providing PacificSource with all information necessary to make a Benefit Determination.

Because of the changing nature of care, PacificSource continually reviews new technologies and standards. Therefore, procedures and services requiring prior authorization is subject to change. You can search for procedures and services that require prior authorization on our website, [Authgrid.PacificSource.com](http://Authgrid.PacificSource.com) (select Commercial for the line of business). Our prior authorization search tool is not intended to suggest that all items listed are covered by the benefits in this plan.

When services are received from an In-network Provider, the Provider is responsible for contacting PacificSource to obtain prior authorization.

*If your treatment does not receive prior authorization, you can still seek treatment, but your Post-service Claim will be subjected to retrospective authorization. If a treatment requires prior authorization but was not received, the Post-service Claim must be submitted within 60 days of the date of service. If the claim is not submitted within 60 days or if the review determines the expenses were either not covered by this plan or were not Medically Necessary, you will be held responsible for the expense. Remember, any time you are unsure if an expense will be covered, contact our Customer Service team.*

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. For more information regarding the timelines for review of Pre-service Review and Post-service Claims, see Benefit and Claim Determinations in the Benefit Determinations and Claims Payment section.

In a medical emergency, services and supplies necessary to determine the nature and extent of an Emergency Medical Condition and to Stabilize the Member are covered without prior authorization requirements. A Hospital or other healthcare facility must notify PacificSource of an emergency admission within two business days.

PacificSource reserves the right to contract with a third party to perform prior authorization procedures on its behalf and such third parties may impose independently developed, evidence-based criteria for making prior authorization determinations. If you have questions about any third party criteria, please contact our Customer Service team.

If your Provider's prior authorization request is denied as not Medically Necessary or as Experimental, Investigational, or Unproven, 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 program designed to provide early detection and intervention in serious cases of Illness or Injury that have the potential for ongoing major or complex resource use. 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, spinal cord Injury, trauma or traumatic Injury, or any acute or chronic condition that may necessitate specialized treatment or care coordination.

Case managers are experienced licensed healthcare professionals with specialized skills to respond to the complexity of a Member's healthcare needs. When case management services are implemented, a case manager will work in collaboration with a Member's Provider and the PacificSource Medical Director to enhance the quality of care, maximize available benefits, and propose individual supplemental

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

## **INDIVIDUAL/SUPPLEMENTAL BENEFITS**

An individual/supplemental benefit may be available if PacificSource approves coverage for services or supplies that are not a Covered Service under this plan (for example, continuation of home health physical therapy beyond the benefit limit, if Medical Necessity determines that continuation would result in both improved health of Member and overall reduction of costs). PacificSource may cover these supplemental benefits through case management if PacificSource determines that supplemental benefits are Medically Necessary and will result in an overall reduction in covered costs and improved quality of care. The decision to allow supplemental benefits will be made by PacificSource on a case-by-case basis. PacificSource and the Member's attending Provider must concur in the request for supplemental benefits in lieu of specified Covered Services before supplemental benefits will be covered. PacificSource's determination to cover and pay for supplemental benefits for a Member does not set a precedent for coverage of continued or additional supplemental benefits for a Member. No substitution will be made without the consent of the insured.

## **USING THE PROVIDER NETWORK**

This section explains how your plan benefits differ when you use In-network and Out-of-network Providers. 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 on your PacificSource Member ID card.

All Providers are independent contractors. PacificSource cannot be held liable for any claim for damages or injuries you experience while receiving care. Members have the right to choose their Providers.

Under this plan, you are free to seek care, including Women's Healthcare Services, from any Provider without a referral. You may, however, be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan.

Nothing in this plan is designed to restrict Members from contracting to obtain any healthcare services outside the plan on any terms Members choose.

## **IN-NETWORK PROVIDERS**

In-network Providers contract with PacificSource to provide services and supplies for an Allowable Fee. In-network Providers bill PacificSource directly, and we pay them directly. When you receive Covered Services or supplies from an In-network Provider, you are only responsible for any applicable Deductibles, Copayments, and/or Coinsurance amounts. To ensure the highest level of benefits, access care from an In-network Provider, including specialists and Hospitals.

PacificSource contracts directly and/or indirectly with In-network Providers throughout our networks' Service Area. We also have agreements with nationwide Provider networks. These Providers outside Idaho, Montana, Oregon, and Washington are also considered PacificSource In-network Providers under your plan.

It is not safe to assume that when you are treated at an in-network facility that all services are performed by In-network Providers. Whenever possible, you should arrange for professional services, such as surgery and anesthesiology, to be provided by an In-network Provider. Doing so may help you maximize your benefits and limit your out-of-pocket expenses.

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

By agreement, an In-network Provider may not bill a Member for any amount in excess of the Allowable Fee. However, the agreement does not prohibit the Provider from collecting Deductibles, Copayments, Coinsurance, and amounts for non-Covered Services from the Member. If PacificSource was to become insolvent, an In-network 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. Additional information on PacificSource's risk-sharing arrangements is available by contacting our Customer Service team.

## **YOUR PRIMARY CARE PROVIDER**

Some In-network Providers for your plan are designated as primary care Providers (PCPs). PCPs are family practitioners, physician assistants, pediatricians, internists, nurse practitioners, and Women's Healthcare Providers. PCPs are noted in your plan's Provider directory.

When enrolling in this plan, Members are highly encouraged to select a PCP from the Provider directory. You have the right to designate any PCP who participates in the network and who is available to accept Members. You do not need prior authorization from your PCP in order to obtain access to obstetrical or preventive gynecological care from a Provider in the network who specializes in obstetrics or gynecology. The Provider may be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan. The PCP assumes primary responsibility for medical care and maintains your medical records. Your PCP will assist in coordinating your medical care, including specialist services, Hospital services, and urgent medical needs.

Once you have chosen a PCP, if you are not an existing patient, you may want to phone the Provider's office and introduce yourself as a new PacificSource Member. When you call, you may arrange for your medical records to be transferred and find out how to contact your PCP after hours.

## ***Changing PCPs***

You may change your PCP by contacting our Customer Service team.

The PCP change will be effective on the first of the month after we receive your request.

## **SHARED DECISION MAKING**

Shared decision making (SDM) is a collaborative process that allows Members and their Providers to make healthcare decisions together, taking into account the best scientific evidence available, as well as the Member's values and preferences. SDM honors both the Provider's expert knowledge and the Member's right to be fully informed of all care options and the potential harms and benefits. This process provides Members with the support they need to make the best decisions about their care, while allowing Providers to feel confident in the care they prescribe. For certain procedures, Members may be required to complete SDM tools for review with their Providers in order to receive the highest level of benefits.

Under this plan, you are free to seek care from Providers other than your PCP without a referral.

In addition to the In-network Providers for your plan, PacificSource has agreements with a number of medical centers and specialized treatment programs. If you need services for which PacificSource has Provider contracts, you will be required to use the contracted Providers for your treatment to be covered at the plan's highest benefit level.

## **FINDING AN IN-NETWORK PROVIDER**

You can find up-to-date In-network Provider information:



- On the PacificSource website, [PacificSource.com](https://www.pacificsource.com), go to Find a Doctor to easily look up In-network Providers, specialists, behavioral health Providers, and Hospitals. You can also print your own customized directory.
- Contact our Customer Service team. Our team can answer your questions about specific Providers and can mail you a directory free of charge.

## **OUT-OF-NETWORK PROVIDERS**

When you receive services or supplies from an Out-of-network Provider, your out-of-pocket expense is likely to be higher than if you had used an In-network Provider. If the same services or supplies are available from an In-network Provider, you may be responsible for more than the applicable Deductibles, Copayments, and/or Coinsurance amounts.

### ***Allowable Fee for Out-of-network Providers***

PacificSource's payment to Out-of-network Providers may be derived from several sources, depending on the service or supply and the Service Area where it is provided. To calculate our payment to Out-of-network Providers, we determine the Allowable Fee, then subtract the Out-of-network Provider benefits.

### ***Your Rights and Protections Against Surprise Medical Bills and Balance Billing***

When you get emergency care or get treated by an Out-of-network Provider at an in-network Hospital or Ambulatory Surgical Center, you are protected from Balance Billing. In these cases, you shouldn't be charged more than your plan's Copayments, Coinsurance, and/or Deductible.

#### **What is Balance Billing (sometimes called 'surprise billing')?**

When you see a doctor or other healthcare Provider, you may owe certain out-of-pocket costs, like a Copayment, Coinsurance, or Deductible. You may have additional costs or have to pay the entire bill if you see a Provider or visit a healthcare facility that isn't in your health plan's network.

Out-of-network means Providers and facilities that haven't signed a contract with your health plan to provide services. Out-of-network Providers may be allowed to bill you for the difference between what your plan pays and the full amount charged for a service. This is called 'Balance Billing'. This amount is likely more than in-network costs for the same service and might not count toward your plan's Deductible or annual out-of-pocket limit.

'Surprise billing' is an unexpected Balance Bill. This can happen when you can't control who is involved in your care - like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an Out-of-network Provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service.

#### **You are Protected from Balance Billing for:**

- **Emergency Services:**

If you have an Emergency Medical Condition and get Emergency Services from an Out-of-network Provider or facility, the most they can bill you is your plan's in-network cost-sharing amount (such as Copayments, Coinsurance, and Deductibles). You can't be Balance Billed for these Emergency Services. This includes services you may get after you're in stable condition, unless you give written consent and give up your protections not to be Balance Billed for these post-stabilization services.

- **Certain Services at an in-network Hospital or Ambulatory Surgical Center:**

When you get services from an in-network Hospital or Ambulatory Surgical Center, certain Providers there may be out-of-network. In these cases, the most those Providers can bill you is your plan's

in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeons, hospitalists, or intensivist services. These Providers can't Balance Bill you and may not ask you to give up your protections not to be Balance Billed.

If you get other types of services at these in-network facilities, Out-of-network Providers can't Balance Bill you, unless you give written consent and give up your protections.

You're never required to give up your protections from Balance Billing. You also aren't required to get out-of-network care. You can choose a Provider or facility in your plan's network.

**When Balance Billing Isn't Allowed, You also have the Following Protections:**

You are only responsible for paying your share of the cost (like the Copayments, Coinsurance, and Deductibles) that you would pay if the Provider or facility was in-network. Your health plan will pay any additional costs to Out-of-network Providers and facilities directly.

Generally, your health plan must:

- Cover Emergency Services without requiring you to get approval for services in advance (also known as 'prior authorization');
- Cover Emergency Services by Out-of-network Providers;
- Base what you owe the Provider or facility (cost-sharing) on what it would pay an In-network Provider or facility and show that amount in your explanation of benefits; and
- Count any amount you pay for Emergency Services or out-of-network services toward your in-network Deductible and out-of-pocket limit.

**If you think you've been wrongly billed**, contact Oregon Division of Financial Regulation at [dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx](http://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx) or by calling **503-947-7984** or **888-877-4894**; and/or file a Complaint with the federal government at [cms.gov/nosurprises/consumers](http://cms.gov/nosurprises/consumers) or by calling **800-985-3059**.

Visit [cms.gov/nosurprises/consumers](http://cms.gov/nosurprises/consumers) for more information about your rights under federal law.

**Example of Provider Payment**

The following provides an example of how a payment could be made for In-network or Out-of-network Providers.

PacificSource will pay 80 percent of the Allowable Fee for In-network Providers and 60 percent of the Allowable Fee for Out-of-network Providers. The benefits would appear as follows:

<b>In-network Provider</b>	<b>Out-of-network Provider</b>
Payment: After Deductible, Member pays 20% of the Allowable Fee.	Payment: After Deductible, Member pays 40% of the Allowable Fee and the balance of billed charges unless the service qualifies for Balance Billing protection (see Your Rights and Protections Against Surprise Medical Bills and Balance Billing).

In this example, the Provider's charge for a service is \$5,000 and the Allowable Fee for an In-network Provider is \$4,000. This example assumes that the Member has met the plan's Deductible during the Benefit Year, but has not yet met the out-of-pocket limit for the Benefit Year:

### **In-network Provider:**

PacificSource would pay 80 percent of the Allowable Fee and the Member would pay 20 percent of the Allowable Fee, as follows:

Amount the In-Network Provider must discount (Allowable Fee):	\$1,000
Amount PacificSource pays (80% of the \$4,000 Allowable Fee):	\$3,200
<b>Amount the Member pays</b> (20% of the \$4,000 Allowable Fee):	<b>\$800</b>
Total:	\$5,000

### **Out-of-network Provider:**

PacificSource would pay 60 percent of the Allowable Fee. (For this example, \$4,000 is also the charge upon which the Out-of-Network Provider's Allowable Fee is established.) Because the Out-of-Network Provider does not accept the Allowable Fee and may charge more, the Member would pay 40 percent of the Allowable Fee, plus the \$1,000 difference between the Out-of-Network Provider's billed charges and the Allowable Fee, as follows:

Amount PacificSource pays (60% of the \$4,000 Allowable Fee):	\$2,400
<b>Amount the Member pays</b> (40% of the \$4,000 Allowable Fee and the \$1,000 difference between the billed charges and the Allowable Fee):	<b>\$2,600</b>
Total:	\$5,000

Your plan's actual benefits may vary, so please review the benefit summaries and Covered Services section to determine how your benefits are paid. Please remember that the Allowable Fee may vary for a Covered Service depending upon the selected Provider.

## **COVERAGE WHILE TRAVELING**

### ***Finding an In-network Provider***

If you are away from home but *within* the Service Area, you may find an In-network Provider by using the PacificSource directory, [providerdirectory.PacificSource.com/Commercial](http://providerdirectory.PacificSource.com/Commercial) or by contacting our Customer Service team.

If you are *outside* of the Service Area, go to the link above and follow the instructions to find In-network Providers outside the Service Area. The listed Providers are part of nationwide Provider networks with whom we have agreements. Providers on these networks are considered in-network when *and only when* you are outside your Service Area.

### ***Out-of-network Provider for Non-Emergency Services***

If you use an Out-of-network Provider for non-emergency Covered Services, your plan's Out-of-network Provider benefits will apply. For more information, see the Out-of-network Providers section.

Non-emergency care outside of the United States is not covered.

### ***Out-of-network Provider for Emergency Services***

If you use an Out-of-network Provider for emergency Covered Services, PacificSource will pay benefits at the In-network Provider level.

If you are admitted to an out-of-network Hospital and require additional services to further Stabilize your Emergency Medical Condition, your Provider or Hospital should contact our Health Services team at 888-691-8209 as soon as possible. PacificSource may coordinate your transfer to an in-network facility.

Emergency care outside of the United States is covered. Members will need to pay for these services upfront and submit a claim for reimbursement. Your claim for reimbursement must include a detailed invoice from the treating facility.

## **EPIDEMIC**

PacificSource will work in conjunction with local authorities and health systems to coordinate in the communication of health services to assist you with accessing care in the event of an epidemic. Critical care and Emergency Services are given the highest priority.

## **DEPENDENT CHILDREN RESIDING OUTSIDE THE SERVICE AREA**

If a Dependent Child under age 26 does not live with the Subscriber and lives outside of the Service Area, they are not required to use the services of a PCP to receive benefits from this plan. These Dependent Children may access the highest level of benefits by using the services of a PacificSource In-network Provider or a nationwide Provider. For more information, see the Finding an In-network Provider section.

## **TERMINATION OF PROVIDER CONTRACTS**

PacificSource will attempt to notify you within 30 days of learning about the termination of a Provider contractual relationship if you have received services in the previous six 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.

You are entitled to continue care with an individual Provider or facility, whose contract was terminated without cause, for a limited period of time at the in-network cost share. Continuation of care will not be available if you are no longer covered under this plan, the Provider will not accept the Allowable Fee under the terms of their terminated agreement, the Provider no longer holds an active license, or the Provider is otherwise unavailable to continue the care. Contact our Customer Service team for additional information.

If you do not qualify for continuation of care, the Provider becomes an Out-of-network Provider on the date the contract with PacificSource terminates. Any services you receive from them will be paid at the percentage shown in the out-of-network column of the benefit summaries. To avoid unexpected costs, be sure to verify each time you see your Provider that they are still in-network.

### ***Active Course of Treatment***

If the contract of a Provider who is providing to you an active course of treatment, is terminated without cause, you may be able to continue to receive services from the Provider at the in-network benefit level for a limited period of time. The services may be paid at in-network cost sharing until the earliest of the following:

- Treatment is complete; or
- 90 days after you were notified that the contract ended.

# BENEFIT DETERMINATIONS AND CLAIMS PAYMENT

## How to File a Claim

When a PacificSource In-network Provider treats you, your claims are automatically sent to PacificSource and processed. All you need to do is show your PacificSource Member ID card to the Provider.

If you receive care from an Out-of-network 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, including the Provider name and address, the Provider tax identification number and National Provider Identifier (NPI), procedure codes, and diagnosis codes. It must also include your name, PacificSource Member ID 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 should be turned in to PacificSource within 90 days of the date of service. Failure to submit a claim within 90 days may result in a denial of coverage. If you are unable to submit a claim within 90 days, present the claim with an explanation for consideration for coverage. We will never pay a claim that was submitted more than a year after the date of service.

## Claims Payment Practices

Unless additional information is needed to process your claim, we will make every effort to pay or deny your claim within 30 days of receipt. If a claim cannot be paid within 30 days of receipt because additional information is needed, we will acknowledge receipt of the claim and explain why payment is delayed.

## Benefit and Claim Determinations

**Benefit Determination** – PacificSource will make a Benefit Determination for healthcare services, including those subject to prior authorizations, within the time period noted in the chart below for the specific type of review. This does not apply to Emergency Services or Urgent Care services. No extension is permitted for Urgent Care Reviews.

Benefit Determination	Pre-service Review	Concurrent Care Review	Urgent Care Review
Initial determination by PacificSource	2 business days	24 hours	72 hours
If PacificSource requires additional information, PacificSource will make request within	2 business days	24 hours	24 hours
Provider or Member must provide requested additional information within	15 business days	24 hours	48 hours
Once PacificSource receives the information, decision will be made and written notice sent within	2 business days	24 hours	48 hours

**Claim Determination** – PacificSource will make a claim determination within the time period noted in the chart below, unless additional information is necessary to process the claim. In that event, we will send you notice that the claim was received and explain what additional information is necessary to process the claim. 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.

<b>Claim Determination</b>	<b>Post-service Claim</b>
Initial determination by PacificSource	30 calendar days
If PacificSource requires additional information, PacificSource will make request within	30 calendar days
Provider or Member must provide requested additional information within	15 calendar days
Once PacificSource receives the information, decision will be made and written notice sent within	30 calendar days

**Adverse Benefit Determinations** – PacificSource will notify you in writing of a decision to deny, modify, reduce, or terminate payment, coverage authorization or provision of services or benefits.

**Review of Adverse Benefit Determinations** – An Adverse Benefit Determination applied for on a pre-service, post-service, or concurrent care basis may be Appealed in accordance with the plan’s Appeals procedures. For more information, see the Complaints, Grievances, and Appeals section.

**Payment of Claims**

PacificSource may pay benefits to the Member, the Provider, or both jointly. Neither the benefits of this plan nor a claim for payment of benefits under the plan are assignable in whole or in part to any person or entity.

**Questions about Benefit Determinations and Claims**

If you have questions about the status of a Benefit Determination or claim, you are welcome to contact our Customer Service team or go online to view the information via our website.

**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.

In the same manner, if PacificSource applies expenses to the Deductible that would not otherwise be reimbursable under the terms of this plan, we may deduct a like amount from the accumulated Deductible amounts and/or recover payment of medical expense that would have otherwise been applied to the Deductible.

**Legal Procedures**

You may not take legal action against PacificSource to enforce any provision of the plan 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.

**You must exhaust this plan’s Appeal procedures, including but not limited to, seeking an External Review before filing benefits litigation under this plan.**

**COORDINATION OF BENEFITS**

The Coordination of Benefits (COB) provision applies when a person has healthcare coverage under more than one plan. Plan is defined below.



The order of Benefit Determination rules govern the order in which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits in accordance with its plan terms without regard to the possibility that another plan may cover some expenses. The plan that pays after the primary plan is the secondary plan. The secondary plan may reduce the benefits it pays so that payments from all plans do not exceed 100 percent of the total allowable expense.

### **Definitions**

For the purpose of this section only, the following definitions apply:

A **plan** is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

- Plan includes: group and non-group health insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.
- Plan does not include: Hospital indemnity coverage or other fixed indemnity coverage; Accident only coverage; specified disease or specified Accident coverage; school Accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage described above is a separate plan. If a plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate plan.

**This plan** means, in a COB provision, the part of the contract providing the healthcare benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing healthcare benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

**Order of Benefit Determination Rules.** The rules that determine whether this plan is a primary plan or secondary plan when the person has healthcare coverage under more than one plan.

- When this plan is primary, it determines payment for its benefits first before those of any other plan without considering any other plan's benefits.
- When this plan is secondary, it determines its benefits after those of another plan and may reduce the benefits it pays so that all plan benefits do not exceed 100 percent of the total allowable expense.

**Allowable Expense.** A healthcare expense, including Deductibles, Coinsurance, and Copayments, that is covered at least in part by any plan covering the person. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the person is not an allowable expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an allowable expense.

The following are examples of expenses that are not allowable expenses:

- The difference between the cost of a semi-private Hospital room and a private Hospital room is not an allowable expense, unless one of the plans provides coverage for private Hospital room expenses.
- If a person is covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar



reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.

- If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.
- If a person is covered by one plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the primary plan's payment arrangement shall be the allowable expense for all plans. However, if the Provider has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits.
- The amount of any benefit reduction by the primary plan because a covered person has failed to comply with the plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, prior authorization of admissions, and preferred Provider arrangements.

**Closed Panel Plan.** A plan that provides healthcare benefits to covered persons primarily in the form of services through a panel of Providers that have contracted with or are employed by the plan, and that excludes coverage for services provided by other Providers, except in cases of emergency or referral by a panel member.

**Custodial Parent.** The parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

### ***Order of Benefit Determination Rules***

When a person is covered by two or more plans, the rules for determining the order of benefit payments are as follows:

The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of any other plans.

Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both plans state that the complying plan is primary.

- Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.

A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that other plan.

Each plan determines its order of benefits using the first of the following rules that apply:

**Non-Dependent or Dependent.** The plan that covers the person other than as a Dependent, for example as an Employee, member, policyholder, Subscriber, or retiree is the primary plan and the plan that covers the person as a Dependent is the secondary plan. However, if the person is a Medicare beneficiary and,

as a result of federal law, Medicare is secondary to the plan covering the person as a Dependent; and primary to the plan covering the person as other than a Dependent (for example, a retired Employee); then the order of benefits between the two plans is reversed so that the plan covering the person as an Employee, member, policyholder, Subscriber, or retiree is the secondary plan and the other plan is the primary plan.

**Dependent Children.** Unless there is a court decree stating otherwise, when a Dependent Child is covered by more than one plan the order of benefits is determined as follows. The following is known as the birthday rule:

- For a Dependent Child whose parents are married or are living together, whether or not they have ever been married:
  - The plan of the parent whose birthday falls earlier in the calendar year is the primary plan; or
  - If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
- For a Dependent Child whose parents are divorced, separated, or not living together, whether or not they have ever been married:
  - If a court decree states that one of the parents is responsible for the Dependent Child’s healthcare expenses or healthcare coverage, and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years commencing after the plan is given notice of the court decree;
  - If a court decree states that both parents are responsible for the Dependent Child’s healthcare expenses or healthcare coverage, the provisions above shall determine the order of benefits;
  - If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the healthcare expenses or healthcare coverage of the Dependent Child, the provisions above shall determine the order of benefits; or
  - If there is no court decree allocating responsibility for the Dependent Child’s healthcare expenses or healthcare coverage, the order of benefits for the child are as follows:
    - The plan covering the custodial parent;
    - The plan covering the Spouse of the custodial parent;
    - The plan covering the non-custodial parent; and then
    - The plan covering the Spouse of the non-custodial parent.
- For a Dependent Child covered under more than one plan of individuals who are not the parents of the child, the provisions above shall determine the order of benefits as if those individuals were the parents of the child.

**Active Employee or Retired or Laid-off Employee.** The plan that covers a person as an active Employee, that is, an Employee who is neither laid off nor retired, is the primary plan. The plan covering that same person as a retired or laid-off Employee is the secondary plan. The same would hold true if a person is a Dependent of an active Employee and that same person is a Dependent of a retired or laid-off Employee. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the non-Dependent or Dependent rule above can determine the order of benefits.

**COBRA or State Continuation Coverage.** If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the

plan covering the person as an Employee, member, Subscriber, or retiree or covering the person as a Dependent of an Employee, member, Subscriber, or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the non-Dependent or Dependent rule above can determine the order of benefits.

**Longer or Shorter Length of Coverage.** The plan that covered the person as an Employee, member, policyholder, Subscriber, or retiree longer is the primary plan and the plan that covered the person the shorter period of time is the secondary plan.

If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more than it would have paid had it been the primary plan.

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

When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a plan year are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other healthcare coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan shall credit to its plan Deductible any amounts it would have credited to its Deductible in the absence of other healthcare coverage.

If a covered person is enrolled in two or more closed panel plans and if, for any reason, including the provision of service by a non-panel Provider, benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

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

Certain facts about healthcare coverage and services are needed to apply these COB rules and to determine benefits payable under this plan and other plans. PacificSource may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under this plan and other plans covering the person claiming benefits. PacificSource need not tell, or get the consent of, any person to do this. Each person claiming benefits under this plan must give PacificSource any facts it needs to apply those rules and determine benefits payable.

### ***Facility of Payment***

A payment made under another plan may include an amount that should have been paid under this plan. If it does, PacificSource may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this plan. PacificSource will not have to pay that amount again. The term payment made includes providing benefits in the form of services, in which case payment made means the reasonable cash value of the benefits provided in the form of services.

### ***Right of Recovery***

If the amount of the payments made by PacificSource is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of the payments made includes the reasonable cash value of the benefits provided in the form of services.

## 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 enrolled individuals only if you are an active Employee.
- *Employers with 19 or fewer Employees:* If you are Medicare eligible due to age, and are enrolled in Medicare Parts A and B, this plan only pays the portion of covered charges that would not be paid by Medicare Parts A and B. In other words, this plan pays secondary for anyone eligible for and enrolled in Medicare Parts A and B.
- *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; see the Medicare website, Medicare.gov, for more information. For information on coordination of benefits in those situations, please contact PacificSource.

## THIRD PARTY LIABILITY

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

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, slip-and-fall property Accidents, and medical malpractice claims are examples of common third party liability cases.

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.

When we receive a claim that might involve a third party, we may 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 that you claim is, or that is alleged 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 out of the recovery from a third party if there is a settlement, judgment, or recovery from any source. This is regardless of whether the other party or insurer admits liability or fault, or otherwise disputes the relatedness of the claims paid by PacificSource to the Injury caused by the third party. PacificSource shall have the first right of reimbursement in advance of all other parties, including the participant, and a priority to any money recovered from third parties (with the exception of claims arising from motor vehicle Accidents).
- 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 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, as allowed by state law.
- If you receive a third party settlement, that money must be used to pay your related expenses incurred both before and after the settlement. If you have ongoing 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 (with the exception of claims arising from motor vehicle Accidents).

- You and/or your agent or attorney must agree to keep segregated in its own account any recovery or payment of any kind to you or on your behalf that relates directly or indirectly to an Injury or Illness giving rise to PacificSource's right of reimbursement or subrogation, until that right is satisfied or released.
- If any of these conditions are not met, then PacificSource may recover any such benefits paid or advanced for any Illness or Injury through legal action, as well as reasonable attorney fees incurred by PacificSource.
- Unless Federal Law is found to apply.
- Unless expressly prohibited by state law, PacificSource's right to reimbursement overrides the made whole doctrine and this plan disclaims the application of the made whole doctrine to the fullest extent permitted by law.

### ***Right of Recovery – Time Limit for Reimbursements***

PacificSource regularly engages in activities to identify and recover claims payments which should not have been paid or applied to Deductible amounts (for example, claims which are duplicate claims, errors, or fraudulent claims). If PacificSource makes a payment to you that you are not entitled to, or pays a person who is not eligible for payment, PacificSource may recover the payment. PacificSource must request reimbursement within 12 months of the claim payment except under the following circumstance:

- In the case where PacificSource becomes aware of an incorrect payment that was made due to an error, misstatement, misrepresentation, omission, or concealment other than insurance fraud by the Provider or another person, the 12 month time limit begins on the date PacificSource has actual knowledge of the invalid claim, claim overpayment, or other incorrect payment. Regardless of the date upon which PacificSource obtains actual knowledge of an invalid claim, claim overpayment, or other incorrect payment, PacificSource may not request reimbursement more than 24 months after the payment.

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

In accordance with state law, and notwithstanding the information above, you must provide PacificSource notice, by personal service or by registered or certified mail, if you make a claim or bring legal action for damages for injuries against any other person arising from a motor vehicle Accident. If PacificSource elects to seek reimbursement out of any recovery from such a claim or legal action, PacificSource will provide you with written notice to that effect by personal service or by registered or certified mail within 30 days of receipt of notice from you of such claim or legal action. Further, in such situations, PacificSource will take no action to reduce payments or subrogate until you receive full compensation for your injuries and the reimbursement or subrogation is paid only from the total amount of the recovery in excess of the amount that fully compensates you for your injuries.

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 plan.

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.

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

This plan does not cover any work-related Illness or Injury that is caused by any for-profit activity, whether through employment or 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 workers' compensation insurance program;
- The appropriate state or federal workers' compensation insurance program has determined that coverage is not available for your Injury; or
- You are employed by an Oregon based group, and have timely filed an application for coverage with the State Accident Insurance Fund or other Workers' 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 plan.

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.

If an Employee incurs an Illness or Injury for which a workers' compensation claim is filed, 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.

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 our Third Party Claims team if you have questions.

### **Surrogacy Health Services**

A Member who enters into a surrogacy agreement and receives compensation under such surrogacy agreement, must reimburse PacificSource for claims paid for Covered Services related to conception, fertility treatments, pregnancy, delivery, or postpartum care that are received in connection with the surrogacy agreement. PacificSource is entitled to reimbursement for any paid claims out of the compensation a Member receives or is entitled to receive under a surrogacy agreement. A Member who enters into a surrogacy agreement must inform PacificSource of that agreement within 30 days of entering that agreement or becoming a PacificSource Member, and provide a copy of the agreement to PacificSource.

## **COMPLAINTS, GRIEVANCES, AND APPEALS**

### **QUESTIONS, CONCERNS, OR COMPLAINTS**

If you have a question, concern, or Complaint about your PacificSource coverage, please contact our Customer Service team. Many times, our Customer Service team 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.

If you do not speak English, have literacy difficulties, or have physical or mental disabilities that impede your ability to file an Appeal, you may contact our Customer Service team for assistance. We can usually arrange for a multilingual staff member or interpreter to speak with you in your native language.

### **GRIEVANCE PROCEDURES**

If you or your Authorized Representative are dissatisfied with the availability, delivery, or the quality of healthcare services; or claims payment, handling, or reimbursement for healthcare services, you may file

a Grievance in writing. Grievances are not Adverse Benefit Determinations and do not establish a right to internal or External Review for a resolution to a Grievance.

PacificSource will attempt to address your Grievance, generally within 30 days of receipt. For more information, see the How to Submit Grievances or Appeals section.

## 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 may Appeal the decision. The request for Appeal must be made in writing and within 180 days of your receipt of our Adverse Benefit Determination. For more information, see the How to Submit Grievances or Appeals section. You may Appeal if there is an Adverse Benefit Determination based on a:

- Denial of eligibility for or termination of enrollment in a plan;
- Rescission or cancellation of your coverage, whether or not the Rescission has an adverse effect on any particular benefit at the time;
- Imposition of a third party liability, 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 Unproven, 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.

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.

If you request review of an Adverse Benefit Determination, PacificSource will continue to provide coverage for the disputed benefit, pending outcome of the review, if you are currently receiving services or supplies under the disputed benefit. If PacificSource prevails in the Appeal, you may be responsible for the cost of coverage received during the review period. The decision at the External Review level is binding unless other remedies are available under state or federal law.

**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 must 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 Provider must attest to the fact that the time period for making a non-urgent Benefit Determination could seriously jeopardize your life, health, 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), 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 a Medical Necessity; is Experimental, Investigational, or Unproven; 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.** PacificSource must receive a signed Authorization To Use/Disclose Protected Health Information form within five business days of your external independent review request. This form must be signed to grant the review organization access to health records relevant to the decision. This form is located on our website, [PacificSource.com/resources/documents-and-forms](https://www.pacificsource.com/resources/documents-and-forms). For more information, see the How to Submit Grievances or Appeals section.

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 Appeal levels are exhausted. You are provided five days to submit additional written information to the independent review organization for consideration during the review.

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 the Internal Appeals if PacificSource fails to strictly comply with its Appeals process and with state and federal requirements for Internal Appeals.

If the independent review organization reverses our decision, we will apply their decision quickly. However, if the independent review organization stands by our decision, there is no further Appeal available to you.

**If PacificSource fails to comply with the decision of the independent review organization assigned under Oregon law, you have a private right of action 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:

Division of Financial Regulation  
Call 503-947-7984 or 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 written 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, Investigational, or Unproven treatment, or a similar exclusion.

Upon request and free of charge, 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

Grievances and Appeals can be submitted in writing by you or your Authorized Representative. Before submitting a Grievance or Appeal, we suggest you contact our Customer Service team with your concerns. Issues can often be resolved at this level. Otherwise, you may file a Grievance or Appeal by contacting:

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

Email [cs@pacificsource.com](mailto:cs@pacificsource.com), with Grievance or Appeal as the subject

Fax 541-225-3628

### *Assistance Outside PacificSource*

You have the right to file a Complaint or seek other assistance from the Division of Financial Regulation. Assistance is available by contacting:

Division of Financial Regulation  
Consumer Advocacy Unit  
PO Box 14480  
Salem, OR 97309-0405

Call 503-947-7984 or 888-877-4894

Email [dfr.insurancehelp@dcbs.oregon.gov](mailto:dfr.insurancehelp@dcbs.oregon.gov)

Website [dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx](http://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx)

## BECOMING COVERED

### ELIGIBILITY

#### *Employees*

You become eligible to enroll in coverage on this plan when you have met your employer's eligibility requirements, which may include a Waiting Period or require you to work a certain minimum number of hours.

#### *Dependents*

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

- Your legal Spouse or your Domestic Partner.
- Your, your Spouse's, or your Domestic Partner's Dependent 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 Domestic Partner's unmarried Dependent Children age 26 or older 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 Dependent Child's Provider, and will review the case before determining eligibility for coverage.

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 Waiting Period and meet the hours required for eligibility, you and your eligible Dependents become eligible for this plan. Starting on the date you become eligible, you and your Dependents have 31 days to enroll, called the Initial Enrollment Period. To enroll, you must submit the enrollment information to your employer. Coverage will only begin if PacificSource receives your enrollment information and your employer's premium payment for that month.

If you miss your Initial Enrollment Period, you will not be able to enroll in the plan later in the year, unless you qualify for a special enrollment period. For more information, see the Enrolling After the Initial Enrollment Period section.

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

### ***Enrolling New Dependents***

To enroll new Dependents that become eligible for coverage after your effective date, complete and submit an enrollment change to PacificSource. Requests for enrollment of a new Dependent due to a qualifying event must be received by PacificSource within 60 days of the qualifying event. PacificSource may ask for legal documentation to confirm the status of the Dependent.

A newborn child is eligible from the moment of birth for 60 days. A grandchild of a Subscriber is not eligible unless court-ordered or legally adopted by a Subscriber. A claim for maternity care is not considered notification for the purpose of enrolling a newborn child.

Any premiums due must be paid as directed by your employer.

### ***Qualifying Events***

Coverage for newly eligible Dependents due to the following events will begin on the date of the event:

- Birth of a newborn Dependent Child; or
- Placement of an adopted or foster child.

Coverage for newly eligible Dependents due to the following events will begin on the first day of the month after the event:

- Marriage or domestic partnership;
- Guardianship; or
- Qualified medical child support order (QMCSO).

This plan complies with a 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 benefit coverage for the child of a Member.

### ***Open Enrollment Periods***

If Eligible Employees and/or eligible Dependents are not enrolled during the Initial Enrollment Period, they must wait until the next open enrollment period to enroll unless they qualify for a special enrollment period as described below.

## **Special Enrollment Periods**

You and/or your Dependents may decline coverage during your Initial Enrollment Period. To do so, you must submit a waiver of coverage to PacificSource through your employer. You and/or your Dependents may enroll in this plan later if you qualify under the special enrollment rules below. To do so, you must submit an enrollment change within 60 days of the qualifying event. For more information, see the Enrolling New Dependents section.

All special enrollment provisions assume that the Employee has satisfied any Waiting Periods required and each individual is eligible as stated in the plan.

Full-time Employees may waive coverage only if they are covered by a group HSA health plan and if enrollment in this coverage makes them ineligible to contribute to their health savings account under federal tax regulations or for Medicare Eligible Employees who are enrolled in Medicare Part A and B. A completed waiver of coverage is required. Full-time Employees may not waive to other coverage for any other reason. Part-time Employees may waive coverage when they are first eligible and may later enroll the first of the month following reclassification to full-time status.

- **Special Enrollment Rule #1**

If you declined enrollment for yourself or your Dependents because of other insurance coverage, you or your Dependents may enroll in the plan later if the other coverage ends involuntarily. Coverage will begin on the day after the other coverage ends.

- **Special Enrollment Rule #2**

If you acquire new Dependents due to a qualifying event, you may be able to enroll yourself and/or your eligible Dependents at that time.

- **Special Enrollment Rule #3**

If you or your Dependents 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 Dependents at that time. 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 or enrolled and later discontinued coverage, and you do not qualify for a special enrollment period, your enrollment will be delayed until the plan's next designated open enrollment period.

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

If you are laid off and then rehired by your employer within nine months, you will not have to satisfy another Waiting Period.

Your health coverage will resume the day you return to work and again meet your employer's minimum hour requirement. If your Dependents were covered before your layoff, they can resume coverage at that time as well. You must re-enroll yourself and/or your Dependents by submitting an 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 six months or less, you will not have to satisfy another Waiting Period.

Your health coverage will resume the day you return to work and again meet your employer's minimum hour requirement. If your Dependents were covered before your Leave of Absence, they can resume

coverage at that time as well. You must re-enroll yourself and/or your Dependents by submitting an 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 Waiting Period.

Your health coverage will resume the day you return to work and again meet your employer's minimum hour requirement. If your Dependents were covered before your leave, they can resume coverage at that time as well. You must re-enroll yourself and/or your Dependents by submitting an enrollment change within the 31 day Initial Enrollment Period following your return to work.

### ***Status Change***

If you are a part-time or temporary Employee hired into a full-time position, your part-time or temporary hours will not be credited toward your Waiting Period.

## **PLAN SELECTION PERIOD**

Unless you qualify for a special enrollment period, you may only change to a different plan option upon your plan's anniversary date. You may select a different plan option, if available, by submitting an enrollment change. Coverage under the new plan option becomes effective on your plan's anniversary date or date required for a qualifying event.

## **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 Members will end. Coverage ends on the last day of the month in which you worked the required minimum hours for coverage and for which a premium was paid. You may be eligible to continue coverage for a limited time. For more information, see the Continuation of Insurance section.

### ***Dependent Children***

When your enrolled child no longer qualifies as a Dependent, their coverage will end on the last day of that month.

### ***Dissolution of Domestic Partnership***

If you dissolve your domestic partnership, coverage for your Domestic Partner and the Domestic Partner's children not related to you by birth or adoption will end on the last day of the month in which the dissolution of the domestic partnership is final. You must notify your employer of the dissolution of the 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. Domestic Partners and their covered children are not recognized as qualified beneficiaries under federal COBRA continuation laws. Domestic Partners and their covered children may not continue this plan's coverage under COBRA independent of the Employee.

### ***Divorced Spouses***

If you divorce, coverage for your Spouse will end on the last day of the month 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.

# CONTINUATION OF INSURANCE

The following sections describe your rights to continuation under federal and/or state 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).

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:

- Only Dependents who were enrolled in the plan can take continuation. The only exceptions are newborn babies and newly acquired eligible Dependents not covered by another group health plan.
- To apply for continuation, you must submit a completed Continuation Election form to your employer within 60 days after the last day of coverage under the 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.

## 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.

If COBRA is available to you and certain circumstances (a qualifying event) occur that cause you to lose coverage, you may have the right to continue coverage for a period of time.

### *COBRA Eligibility and Length of Continuation*

When the following qualifying events cause you to lose coverage, you may continue coverage for the lengths of time shown in the table:

Qualifying Event	Continuation Period
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 or legal separation	Spouse and children may continue for up to 36 months <sup>2</sup>
Employee's entitlement for Medicare benefits if it causes a loss of coverage	Spouse and children may continue for up to 36 months <sup>2</sup>



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 Dependent is determined disabled by the Social Security Administration prior to or 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 Dependents 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.

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

Domestic Partners and their Dependent Children may not continue this plan's coverage under COBRA independent of the Employee.

### **When Continuation Coverage Ends**

COBRA coverage will end earlier than the maximum period outlined in the table above if:

- Premiums are not paid timely;
- Member becomes covered under another group plan or Medicare after electing COBRA. Coverage already in effect under another plan at the time of COBRA election will not make COBRA unavailable and COBRA coverage may continue for up to 36 months from the date the Member became entitled to Medicare;
- Your employer discontinues this plan;
- Member who qualified for a disability extension is determined by the Social Security Administration to no longer be disabled;
- Member is terminated for cause (for example, submission of fraudulent claims).

### **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 plan or eliminate the plan entirely. If that happens, any changes to the plan 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 Dependents 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 within 14 days. 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 Continuation 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 Dependent 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 plan will end.

### ***Continuation Premium***

Members 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's 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.

## **OREGON CONTINUATION**

### ***State Continuation Eligibility***

If your employer has fewer than 20 Employees, or if your group is not subject to the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended, you may be able to continue your coverage for up to nine months.

You and your Dependents may continue coverage if you, the Employee, no longer qualify for coverage under the plan (for example, if your work hours are reduced or you quit your job). Your Dependents may also continue coverage under this plan if you divorce, dissolve your domestic partnership, lose coverage due to Medicare eligibility, or die. Your children may also continue coverage under this plan if they no longer qualify as a Dependent under the terms of this plan. Continuation coverage can last a maximum of nine months. Premium for continuation coverage is the responsibility of the Member.

The following restrictions also apply to anyone taking Oregon continuation coverage:

- To qualify for continuation, you must have been covered under the PacificSource plan for at least three months. If your employer recently switched to this plan from another group plan without a break in coverage, you will receive credit for time under the previous plan.
- Only Dependents who were enrolled in the plan can take continuation. The only exceptions are newborn babies and newly acquired eligible Dependents not covered by another group plan.
- To apply for continuation, you must submit a completed Continuation Election form to PacificSource within 31 days after the last day of coverage under the plan, or within ten days after you receive notification of your continuation right, whichever is later.
- 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 coverage under this plan.

### **When Continuation Coverage Ends**

Although Oregon continuation coverage may last up to nine months, coverage will end before then if any of the following occurs:

- If you do not pay the premium to your employer on time, coverage will end on the last day of the last month for which you paid premium.
- If you become eligible for Medicare, your coverage will end on the last day of the month prior to the Medicare eligibility date.
- If your employer discontinues this plan, your coverage will end on the last day the plan was in effect.
- If you and your Dependents become eligible for another group plan, your coverage will end on the date you become eligible for that plan.
- Your employer must still be insured by PacificSource. If your employer discontinues this plan, you will no longer qualify for continuation coverage under this plan.

### **Type of Coverage**

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.

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

## **SURVIVING OR DIVORCED SPOUSES AND DOMESTIC PARTNERS**

If your group has 20 or more Employees, or your plan has 20 or more Subscribers, and you die, divorce, or dissolve your domestic partnership, and your Spouse or 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 plan's age and other eligibility requirements. Some restrictions and guidelines apply; see your employer for specific details.

## **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 Dependents 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.
- 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 must continue on the same benefit plan you had at the time of retirement and may not transfer to another plan offered by your employer. If the plan's benefits are changed by your employer, your benefits will change accordingly.

Your Dependents may not elect coverage independent of you. If you do not elect coverage, Continuation coverage may be available for your Dependents. For more information, see Continuation of Insurance section.

You and/or your enrolled Dependents 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 plan is terminated, your coverage will end on the date of termination.

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

- When full premium for the Dependent is not paid or when the Dependent's coverage is voluntarily terminated by you or your Dependent, 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 plan is terminated, your Dependent'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.

## **RESOURCES FOR INFORMATION AND ASSISTANCE**

### ***Assistance***

PacificSource Members who do not speak English, have literacy difficulties, or have physical or mental disabilities may contact our Customer Service team for assistance.

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

PacificSource makes the following disclosure information available to you free of charge. You may contact our Customer Service team to request a copy (by mail or electronically) or by visiting our website, [PacificSource.com](http://PacificSource.com). Available disclosure information includes, but not limited to, the following:

- A directory of 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 summary of Adverse Benefit Determinations and Grievance processes;
- Information about our policy for protecting the confidentiality of your information;

- Information about Member cost sharing requirements;
- An annual statement of all benefit payments made by PacificSource for a Member's coverage, including payments that have been counted against any applicable benefit limitations;
- A description (consistent with risk-sharing information required by the Centers for Medicare and Medicaid Services) of any risk-sharing arrangements we have with Providers;
- A description of our efforts to monitor and improve the quality of health services, including accreditation status with a national managed care accreditation organization and Health Effectiveness Data and Information Set (HEDIS) data results;
- Information about how we check the credentials of our network Providers and how you can obtain the names and qualifications of your Providers;
- Information about our prior authorization and utilization review procedures; and
- Information about any plan offered by PacificSource.

### **Information Available from the Division of Financial Regulation about PacificSource**

The following consumer information is available from the Division of Financial Regulation:

- 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 services.

You can request this information by contacting:

Division of Financial Regulation  
 Consumer Advocacy Unit  
 PO Box 14480  
 Salem, OR 97309-0405

Call 503-947-7984 or 888-877-4894

Email [dfr.insurancehelp@dcbs.oregon.gov](mailto:dfr.insurancehelp@dcbs.oregon.gov)

Website [dfr.oregon.gov](http://dfr.oregon.gov)

## **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](http://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 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 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 handbook and all other communications from PacificSource, and for understanding your plan's benefits. You are responsible for contacting our Customer Service team if anything is unclear to you.
- You are responsible for making sure your Out-of-network Provider obtains prior authorization 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 Provider complete information to help accurately diagnose and treat you.
- You are responsible for telling your Providers you are covered by PacificSource and showing your PacificSource Member ID card when you receive care.

- You are responsible for being on time for appointments, and contacting 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 Providers need in order to provide care.
- You are responsible for following plans and instructions for care that you have agreed to with your Providers.
- 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 medical records. Detailed information is available at [PacificSource.com/privacy-policy](https://PacificSource.com/privacy-policy).

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 Authorized 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. To request receipt of confidential communications in a different manner or at a different address, you will need to complete and return the form provided at [PacificSource.com/resources/documents-and-forms](https://PacificSource.com/resources/documents-and-forms).

## **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. 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 administrator (your employer) out of its general assets. Any portion not paid by the plan administrator 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 plan changes on behalf of your employer.

*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 this 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 terminates, PacificSource will notify your employer about any available options for you to continue your coverage.

## DEFINITIONS

Wherever used in this plan, the following definitions apply to the masculine and feminine, and singular and plural forms of the terms. 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.

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

- Denial of eligibility for or termination of enrollment in a plan;
- Rescission or cancellation of your coverage;
- Imposition of a third party liability, 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 Unproven, 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.

**Allowable Fee** is the maximum amount PacificSource will reimburse Providers. In-network Providers are paid the contracted Allowable Fee and Out-of-network Providers are paid the out-of-network Allowable Fee.

- **Contracted Allowable Fee** is an amount PacificSource agrees to pay an In-network Provider for a given service or supply through direct or indirect contract.
- **Out-of-network Allowable Fee** is the dollar amount established by PacificSource for reimbursement of charges for specific services or supplies provided by Out-of-network Providers. PacificSource uses several sources to determine the out-of-network Allowable Fee. Depending on the service or supply and the Service Area in which it is provided, the out-of-network 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.

An Out-of-network Provider may charge more than the limits established by the out-of-network Allowable Fee. Charges that are eligible for reimbursement, but exceed the out-of-network Allowable Fee, are the Member's responsibility. For more information, see the Out-of-network Providers section.

**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 Authorized Representative, to change a previous decision made under this plan concerning:

- Access to healthcare benefits, including an Adverse Benefit Determination made pursuant to utilization management;
- Claims payment, handling, or reimbursement for healthcare services;
- Rescission of the Member's benefit coverage; 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. Life threatening condition means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted. The trial must be:

- 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 FDA; or
- Exempt by federal law from the requirement to submit an investigational new drug application to the FDA.

**Authorized Representative** is an individual who by law or by the consent of a Member may act on behalf of the Member. 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](http://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.

**Balance Billing** means the difference between the Allowable Fee and the Provider's billed charge. Out-of-network Providers may bill the Member this amount, unless the service qualifies for protection rights under federal law. For more information, see the Your Rights and Protections Against Surprise Medical Bills and Balance Billing section.

**Behavioral Health Assessment** means an evaluation by a behavioral health clinician, in person or using Telehealth, to determine a patient's need for immediate crisis stabilization.

**Behavioral Health Condition** means any mental or Substance Use Disorder covered by diagnostic categories listed in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), the International Classification of Diseases, 10th Revision (ICD-10), or the International Classification of Diseases, 11th Revision (ICD-11).

**Behavioral Health Crisis** means a disruption in an individual's mental or emotional stability or functioning resulting in an urgent need for immediate outpatient treatment in an emergency department or admission to a Hospital to prevent a serious deterioration in the individual's mental or physical health.

**Benefit Determination** means the activity taken to determine or fulfill PacificSource's responsibility for provisions under this 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 claims;
- Review of healthcare services with respect to Medical Necessity (including underlying criteria), coverage under the plan, appropriateness of care, Experimental, Investigational, or Unproven treatment, justification of charges; and
- Utilization review activities, including precertification and prior authorization of services and concurrent and post-service review of services.

**Benefit Year** refers to the period of time during which benefits accumulate toward plan maximums and is on a calendar year basis, beginning January 1 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.

**Chemotherapy** means the use of drugs approved for use in humans by the FDA and ordered by the Provider for the treatment of disease.

**Coinsurance** means a defined percentage of the Allowable Fee for certain Covered Services and supplies the Member receives. It is the percentage the Member is responsible for, not including Copayments and Deductibles.

**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 about an agent acting on behalf of PacificSource. It includes a request for action to resolve the problem or change the Benefit Determination. The Complaint does not include an Inquiry.

**Concurrent Care Review** means a request for an extension of healthcare services already approved. The review is conducted during a Member's stay or course of treatment in a facility, the office of a Provider, or other inpatient or outpatient healthcare setting.

**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 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.

**Copayment** (also referred to as Copay) is a fixed, up-front dollar amount the Member is required to pay for certain Covered Services.

**Covered Service** means a service or supply for which benefits are payable under this plan subject to applicable Deductibles, Copayments, Coinsurance, out-of-pocket limit, or other specific limitations.

**Custodial Care** means care that is for the purpose of watching and protecting a patient. Custodial Care includes care that helps the patient conduct activities of daily living that can be provided by a person without medical or paramedical skills and/or is primarily for the purpose of separating the patient from others or preventing self-harm.

**Deductible** means the portion of the expense for a Covered Service that must be paid by the Member before the benefits of this plan are applied. A plan may include more than one Deductible.

**Dependent** means the Employee's legal Spouse, Domestic Partner, and Dependent Children who qualify for coverage under the Employee's plan. For more information, see the Eligibility section.

**Dependent Children** means the following:

- Biological children;
- Step children;
- Adopted children; a child will be considered a Dependent upon assumption of a legal obligation for total or partial support in anticipation of adoption; and
- Foster children or children for whom you or your Spouse/Domestic Partner are under a current court order to act as legal custodian or guardian.

**Diagnostic Breast Examination** means a Medically Necessary and clinically appropriate examination of the breast that is used to evaluate an abnormality seen or suspected from a screening examination for breast cancer or detected by another means of examination.

**Domestic Partner** means an individual that meets the following definition:

- **Registered Domestic Partner** means an individual, 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 Subscriber 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 Subscriber 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 Subscriber and has no other Domestic Partner;
  - Does not have a legally binding marriage nor has had another Domestic Partner within the previous six months; and
  - Was mentally competent to consent to contract when the domestic partnership began and remains mentally competent.

**Drug List** (also known as a formulary) is a list of covered medications used to treat various medical conditions. Please refer to [PacificSource.com/find-a-drug](http://PacificSource.com/find-a-drug) to determine which Drug List applies to your coverage. The Drug Lists are developed and maintained by a committee of regional Providers, including doctors, who are not employed by PacificSource.

**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 Provider. Examples include, but not limited to, Hospital beds, wheelchairs, crutches, canes, walkers, nebulizers, commodes, suction machines, traction equipment, respirators, and TENS units.

**Durable Medical Equipment Supplier** means a PacificSource In-network Provider or a Provider that satisfies the criteria in the Medicare Quality Standards for Suppliers of Durable Medical Equipment, Prosthetics, Orthotics, Supplies (DMEPOS) and other items and services.

**Eligible Employee** means an Employee who is eligible for coverage under this plan. Eligible Employees may be covered if they meet the eligibility requirements according to the terms of your employer.

**Emergency Medical Condition** means a medical, mental health, or Substance Use Disorder condition:

- Manifesting itself by acute symptoms of sufficient severity, including severe pain or emotional distress, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in a condition:
  - Placing the health of the individual, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
  - Serious impairment to bodily functions; or
  - 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.
- That is a Behavioral Health Crisis.

**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:

- An Emergency Medical Screening Exam or Behavioral Health Assessment 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
- 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.

**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;
- Laboratory services;
- Maternity and newborn care;
- Mental health and Substance Use Disorder services, including behavioral health treatment;
- Pediatric services, including oral and vision care;
- Prescription Drugs;



- Preventive and wellness services and chronic disease management; and
- Rehabilitation and Habilitation Services and Devices.

**Experimental, Investigational, or Unproven** means services, supplies, protocols, procedures, devices, drugs or medicines, or the use thereof, that are Experimental, Investigational, or Unproven for the diagnosis and treatment of Illness or Injury.

- Experimental, Investigational, or Unproven services and supplies include, but not limited to, services, supplies, procedures, devices, 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 (for example, FDA) for other than Experimental, Investigational, or Unproven, or clinical testing;
  - Are not of generally accepted medical practice in your plan’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, Investigational, or Unproven, not considered reasonable and necessary, or any similar finding.
- Chemotherapy is considered Experimental, Investigational, or Unproven when its use is not recommended by National Comprehensive Cancer Network with at least a 2A level of evidence.
- When making decisions about whether treatments are Experimental, Investigational, or Unproven, 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, Investigational, or Unproven 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.

PacificSource may delegate the determination whether a service is Experimental, Investigational, or Unproven to a third party for services received outside Idaho, Montana, Oregon, and Washington. Such determinations shall be based upon evidence-based criteria and may vary from PacificSource’s determinations within Idaho, Montana, Oregon, and Washington.

**External Review** means the request by an appellant for a determination by an independent review organization at the conclusion of an Internal Appeal.



**Generic Drugs** are drugs that, under federal law, require a prescription by a 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.

**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, fetal non-stress test, lab, radiology, maternal, and fetal echography are not considered part of global maternity services and are reimbursed separately.

**Grievance** means a written Complaint submitted by or on behalf of a Member regarding service delivery issues other than denial of payment for services or non-provision of services, including dissatisfaction with care, waiting time for services, Provider or staff attitude or demeanor, or dissatisfaction with service provided by the carrier.

**Habilitation Services and Devices** are healthcare services and devices that help a person keep, learn, or improve skills and functioning for daily living. These services and devices may include Physical/Occupational Therapy, speech-language pathology, and other services and devices for people with disabilities in a variety of inpatient and/or outpatient settings.

**Hearing Aid** means 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 Assistive Technology Systems** means devices used with or without Hearing Aids or cochlear implants to improve the ability of a user with hearing loss to hear in various listening situations, such as being located a distance from a speaker, in an environment with competing background noise or in a room with poor acoustics or reverberation.

**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 Provider as part of a written plan of care. Services provided by Home Healthcare include:

- Home health aide services;
- Hospice therapy;
- Medical Supplies and equipment suitable for use in the home;
- Medically Necessary personal hygiene, grooming, and dietary assistance;
- Nursing;
- Occupational therapy;
- Physical therapy; and
- Speech therapy.

**Hospice Care** means care designed to give supportive care to a Member in the final phase of a terminal illness and focuses on comfort and quality of life, rather than curing a disease. A Member's Provider must certify that the Member is terminally ill with a life expectancy of less than six months, and the Member must not be undergoing treatment of the terminal illness other than for direct control of adverse symptoms.

**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** means a sickness, disease, ailment, bodily disorder, and pregnancy.

**In-network Provider** means a Provider that directly or indirectly holds a Provider contract or agreement with PacificSource.

**Infertility** means disease of the male or female reproductive system defined by the failure to achieve a pregnancy after 12 months or more of regular unprotected sexual intercourse.

**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 through external and Accidental means.

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

**Internal Appeal** means a review by PacificSource of an Adverse Benefit Determination.

**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 one Employee 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** means the maximum benefit that will be provided toward the expenses incurred by any one Member while the Member is covered by a PacificSource insurance plan issued to the employer sponsoring this group plan. If any Covered Service is deemed to be an Essential Health Benefit as determined by the Secretary of the U.S. Department of Health and Human Services, Lifetime Maximum dollar limits will not apply to that Covered Service in accordance with the standards established by the Secretary.

**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 Provider has ordered for the treatment or diagnosis of an Illness or Injury. Examples of Medical Supplies include, but 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.

**Medically Necessary or Medical Necessity** means those services and supplies that are required for diagnosis or treatment of Illness or Injury 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 plan's state of issuance, or expert consensus Provider 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 or Injury 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.

PacificSource may delegate determinations of Medical Necessity to third parties for services outside Idaho, Montana, Oregon, and Washington, and such third parties may utilize evidence-based criteria for determining Medical Necessity consistent with the above. 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. For more information, see screening tests in the Benefit Exclusions section.

**Member** means a person covered by this plan.

**Mental Health and/or Substance Use Disorder Healthcare Facility** means a corporate or governmental entity or other Provider of services for the care and treatment of Substance Use Disorders and/or Behavioral Health Conditions which is licensed by the state and accredited by the Joint Commission or the Commission on Accreditation of Rehabilitation Facilities for the level of care which the facility provides.

**Mental Health and/or Substance Use Disorder Healthcare Program** means a particular type or level of service that is organizationally distinct within a Mental Health and/or Substance Use Disorder Healthcare Facility.

**Mental Health and/or Substance Use Disorder Healthcare Provider** means a person that has met the applicable credentialing requirements, is otherwise eligible to receive reimbursement under your employer's plan and is:

- A Mental Health and/or Substance Use Disorder Healthcare Facility;
- A residential Mental Health and/or Substance Use Disorder Healthcare Program or Facility;
- A day or partial hospitalization program;
- An outpatient service; or
- An individual behavioral health or medical professional duly licensed and authorized for reimbursement under state law.

**Orthotic Devices** means rigid or semi rigid 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. It includes orthopedic appliances or apparatus used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body. Orthotic Devices are usually customized for an individual's use and are not appropriate for anyone else. Examples of Orthotic Devices include, but not limited to, Ankle Foot Orthosis (AFO), Knee Ankle Foot Orthosis (KAFO), Lumbosacral Orthosis (LSO), and foot orthotics.

**Out-of-network Provider** means a Provider that does not directly or indirectly hold 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.

**Post-service Claim** means a request for benefits that involves services you have already received.

**Pre-service Review** means a request for benefits that requires approval by PacificSource in advance (prior authorization) in order for a benefit to be paid.

**Prescription Drugs** are drugs that, under federal law, require a prescription by Providers practicing within the scope of their licenses.

**Prosthetic Devices** (excluding dental) means artificial limb devices or appliances designed to replace, in whole or in part, an arm or a leg. It includes 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. Examples of Prosthetic Devices include, but not limited to, artificial limbs, cardiac pacemakers, prosthetic lenses, breast prosthesis (including Mastectomy bras), and maxillofacial devices.

**Provider** means a healthcare professional, Hospital/other institution, or medical supplier that is state licensed or state certified to provide a Covered Service or supply. Healthcare professionals eligible to provide care include, but not limited to: chiropractors, dental Providers, massage therapists, mental health counselors, nurses, nurse midwives, nurse practitioners, pharmacists, physical therapists, physicians, podiatrists, and psychologists.

**Radiation Therapy** is the treatment of disease using x-rays or similar forms of radiation.

**Rehabilitation Services** are those Medically Necessary services and devices that help a person keep, restore, or improve skills and function for daily living that have been lost or impaired because a person was sick, hurt, or disabled.

**Rescission** means to retroactively cancel or discontinue coverage under this plan for reasons other than failure to timely pay required premiums. PacificSource may not rescind coverage unless the Member or person seeking coverage on behalf of the Member, performs an act, practice, or omission that constitutes fraud, or makes an intentional misrepresentation of a material fact, as prohibited by the terms of the plan or coverage and a 30 day prior written notice is provided.

**Routine Costs of Care** mean costs for Medically Necessary services or supplies covered by the 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 plan if provided outside of a clinical trial;
- Items or services required for the provisions of the drug, device, or service being tested in the clinical trial;
- Items or services required for the clinically appropriate monitoring of the drug, device, or service being tested in the clinical trial;
- Items or services required 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 to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
- Items or services provided by a clinical trial sponsor free of charge to a Member participating in the clinical trial; or
- Items or services that are not covered by this plan if provided outside of the clinical trial.

**Service Area** is Oregon, Idaho, Montana, and Washington.

**Skilled Nursing Facility or Convalescent Home** means an institution that provides skilled nursing care under the supervision of a Provider, provides 24 hour nursing service by or under the supervision of a registered nurse (RN), 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, hospice facilities, inpatient rehabilitation facilities, Mental Health and/or Substance Use Disorder Healthcare Facilities, organ transplant facilities, psychiatric day treatment facilities, residential treatment facilities, Skilled Nursing Facilities, Substance Use Disorder day treatment facilities, Substance Use Disorder 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 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 is legally married under current state law.

**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 or 3 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 plan. When a family that does not include an Employee or former Employee is insured under a plan, the oldest Dependent is referred to as the Subscriber.

**Substance Use Disorder** 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. Substance Use Disorder does not include addiction to, or dependency on, tobacco products or foods.

**Substance Use Disorder Treatment Facility** means a treatment facility that provides a program for the treatment of Substance Use Disorders pursuant to a written treatment plan approved and monitored by a Provider or addiction counselor licensed by the state; is licensed or approved as a treatment center by the department of public health and human services, and is licensed by the state where the facility is located.

**Supplemental Breast Examination** means a Medically Necessary and appropriate examination of the breast that is used to screen for breast cancer when there is no abnormality seen or suspected and is based on personal or family medical history or other factors that may increase a person's risk of breast cancer.

**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.

**Telehealth** means the use of audio, video, or other telecommunications technology or media, including audio-only communication, that is used by a Provider or facility to deliver services, and delivered over a secure connection that complies with state and federal privacy laws.

**Tobacco Cessation Program** means a program recommended by a Provider 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.

**Tobacco Use** means use of tobacco on average four or more times per week within the past six months. This includes all tobacco products. Tobacco Use does not include religious or ceremonial use of tobacco by American Indians and/or Alaska Natives.

**Urgent Care** means services for an unforeseen illness or injury 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.

**Urgent Care Review** means a request for medical care or treatment with respect to which the time periods for making a non-urgent determination could seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function, or would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the request.

**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.

**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 plan.

**Women's Healthcare Provider** means an obstetrician, gynecologist, physician assistant, naturopathic physician, nurse practitioner specializing in women's health, physician, or other Provider practicing within the scope of their license.

**Women's Healthcare Services** means organized services to provide healthcare to women, inclusive of the women's preventive services required by the Health Resources and Services Administration of the U.S. Department of Health and Human Services. The services include, but not limited to, maternity care, reproductive health services, gynecological care, general examination, and preventive care as medically appropriate, and medically appropriate follow-up visits for these services. Women's Healthcare Services also include any appropriate healthcare service for other health problems, discovered and treated during the course of a visit to a Women's Healthcare Provider for a Women's Healthcare Service, which is within the Provider's scope of practice. For purposes of determining a woman's right to directly access health services covered by the plan, maternity care, reproductive health, and preventive services include: Contraceptive services, testing and treatment for sexually transmitted diseases, pregnancy termination, breastfeeding, and complications of pregnancy.







## Contact us.

Phone: 888-977-9299

TTY: 711

En Español: 541-684-5456

Email: [CS@PacificSource.com](mailto:CS@PacificSource.com)

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

Your privacy is important to us.

To learn more about how we protect our members' personal information, check out our privacy policy at [PacificSource.com/privacy](http://PacificSource.com/privacy).

## Discrimination is Against the Law

PacificSource Health Plans (“PacificSource”) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. PacificSource does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

PacificSource:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Customer Service at 888-977-9299.

If you believe that PacificSource has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Civil Rights Coordinator, PO Box 7068, Springfield, OR 97475-0068, 888-977-9299, TTY 711, Fax 541-684-5264, or email [CRC@PacificSource.com](mailto:CRC@PacificSource.com). Please indicate you wish to file a civil rights grievance. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Customer Service Department is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
 200 Independence Avenue, SW  
 Room 509F, HHH Building  
 Washington, D.C. 20201  
 1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

Amharic	ይህ ማስታወቂያ አስፈላጊ መረጃ ይዟል። ይህ ማስታወቂያ ስለ ማመልከቻዎ ወይም የPacificSource Health Plans ሽፋን አስፈላጊ መረጃ አለው። በዚህ ማስታወቂያ ውስጥ ቁልፍ ቀናችን ፈልጎ። የጤናን ሽፋንዎን ለመጠበቅና በአካፋፈል እርዳታ ለማግኘት በተውሰኑ የጊዜ ገደቦች እርምጃ መውሰድ ይገባዎት ይሆናል። ይህን መረጃ እንዲያገኙ እና ያለምንም ክፍያ በቋንቋዎ እርዳታ እንዲያገኙ መብት አለዎት። (888) 977-9299 ይደውሉ።
Arabic	يحتوي هذا الإشعار معلومات هامة. يحتوي هذا الإشعار معلومات مهمة بخصوص طلبك للحصول على التغطية من خلال PacificSource Health Plans. ابحث عن التواريخ الهامة في هذا الإشعار. قد تحتاج لاتخاذ اجراء في تواريخ معينة للحفاظ على تغطيتك الصحية او للمساعدة في دفع التكاليف. لك الحق في الحصول على المعلومات والمساعدة بلغتك (888) 9299-977 من دون أي تكلفة. اتصل بـ

Bantu-Kirundi	Iyi notice ifise akamaro k'ingenzi. Iyi notice ifise akamaro kingene utegerezwa gusaba canke ivyerekeye PacificSource Health Plans, ucuraba ko ibikenewe kuriyi notice, ushobora gufata umwanzuro ukungene wokurikirana ubuzima bwawe uburihiye. Kandi ukongera kugira uburenganzira bwo kwigenga kuronka amakuru n'ubufasha mu rurimi gwawe atacyo utanze. Hamagara (888) 977-9299.
Cambodian-Mon-Khmer	បសចកភីជួនៃន័ណីងបនេះ ម្នួនព័រ័ម្នួនយ៉ា៉ា ងសំខាន់ ។ បសចកភីជួនៃន័ណីងបនេះ ម្នួនព័រ័ម្នួនយ៉ា៉ា ងសំខាន់ អុំពិប្រែប្រួលដរាប ឬ ការរ៉ា រង រស់អ្នកតាមរយៈ PacificSource Health Plans។ សូមដលែងរកកាលរិបចេសំខាន់ចាំចំ បៅកនុងបសចកភីជួនៃន័ណីងបនេះ ។ អ្នកប្រដែលជាប្រែការបចេញសកមមភាព រ័លកំណែថ្ងៃដាក់ចាស់នានា បែរឹមបីនឹងរកាការរ៉ា រង សុខភាពរស់អ្នក ឬប្រាក់ជំនួយបចេញថ្ងៃ ។ អ្នកម្នួនសិរេធិរេច្នួលព័រ័ម្នួនបនេះ នឹងជំនួយបៅកនុងភាសារស់អ្នកដោយមិនអ្សលុយបរឹយ ។ សូមរូរស័ព្ទ (888) 977-9299។
Chinese	本通知含有重要的訊息。本通知對於您透過 PacificSource Health Plans 所提出的申請或保險有重要的訊息。請在本通知中查看重要的日期。您可能要在特定的截止日期之前採取行動，以保留您的健康保險或有助於省錢。您有權利免費以您的母語得到幫助和訊息 請致電 (888) 977-9299。
Cushite-Oromo	Beeksisni kun odeeffannoo barbaachisaa qaba. Beeksisti kun sagantaa yookan karaa PacificSource Health Plans tiin tajaajila keessan ilaalchisee odeeffannoo barbaachisaa qaba. Guyyaawwan murteessaa ta'an beeksisa kana keessatti ilaalaa. Tarii kaffaltiidhaan deeggaramuuf yookan tajaajila fayyaa keessaniif guyyaa dhumaa irratti wanti raawwattan jiraachuu danda'a. Kaffaltii irraa bilisa haala ta'een afaan keessaniin odeeffannoo argachuu fi deeggarsa argachuuf mirga ni qabaattu. Lakkoofsa bilbilaa (888) 977-9299 tii bilbilaa.
French	Cet avis a d'importantes informations. Cet avis a d'importantes informations sur votre demande ou la couverture par l'intermédiaire de PacificSource Health Plans. Rechercher les dates clés dans le présent avis. Vous devrez peut-être prendre des mesures par certains délais pour maintenir votre couverture de santé ou d'aide avec les coûts. Vous avez le droit d'obtenir cette information et de l'aide dans votre langue à aucun coût. Appelez (888) 977-9299.
German	Diese Benachrichtigung enthält wichtige Informationen. Diese Benachrichtigung enthält wichtige Informationen bezüglich Ihres Antrags auf Krankenversicherungsschutz durch PacificSource Health Plans. Suchen Sie nach wichtigen Terminen in dieser Benachrichtigung. Sie könnten bis zu bestimmten Stichtagen handeln müssen, um Ihren Krankenversicherungsschutz oder Hilfe mit den Kosten zu behalten. Sie haben das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Rufen Sie an unter (888) 977-9299.
Italian	Questo avviso contiene informazioni importanti sulla tua domanda o copertura attraverso PacificSource Health Plans. Cerca le date chiave in questo avviso. Potrebbe essere necessario un tuo intervento entro una scadenza determinata per consentirti di mantenere la tua copertura o sovvenzione. Hai il diritto di ottenere queste informazioni e assistenza nella tua lingua gratuitamente. Chiama (888) 977-9299.
Japanese	この通知には重要な情報が含まれています。この通知には、PacificSource Health Plans の申請または補償範囲に関する重要な情報が含まれています。この通知に記載されている重要な日付をご確認ください。健康保険や有料サポートを維持するには、特定の期日までに行動を取らなければならない場合があります。ご希望の言語による情報とサポートが無料で提供されます。(888) 977-9299までお電話ください。

Korean	<p>본 통지서에는 중요한 정보가 들어 있습니다. 즉 이 통지서는 귀하의 신청에 관하여 그리고 PacificSource Health Plans 을 통한 커버리지 에 관한 정보를 포함하고 있습니다. 본 통지서에서 핵심이 되는 날짜들을 찾으십시오. 귀하는 귀하의 건강 커버리지를 계속 유지하거나 비용을 절감하기 위해서 일정한 마감일까지 조치를 취해야 할 필요가 있을 수 있습니다. 귀하는 이러한 정보와 도움을 귀하의 언어로 비용 부담없이 얻을 수 있는 리가 있습니다. (888) 977-9299 로 전화하십시오.</p>
Laotian	<p>ການແຈ້ງການນີ້ ມີຂໍ້ ມູ ນໍ້ສາຄັນ ນ. ການແຈ້ງການນີ້ ມີຂໍ້ ມູ ນໍ້ສາຄັນ ນກ່ ງອກ ບໍ່ຄາຍ້ ອງສະໜັ ກຫ ັ ການຄັ ມ ອອງຂອງທ່ ານໃດຍຜ່ ານ PacificSource Health Plans. ຕື່ ບງໍ້ສາລັ ບກໍ ານີ ດວ້ ນໍ້ ັສາຄັນ ນໃນແຈ້ງການນີ້ . ທ່ ານອາດຈາເບ້ ນດັ ອງໃຊ້ ຕອດວາດໍາເນນການໃດຍກໍ ານີ ດເວດວາດໍາເນນ ນອນ ຈະ ຮັ ກສາການຄັ ມ ອອງສະໜັ ກຫ ັ ການຄັ ມ ອຍເຫ ັ ອໍ້ ອໍ້ ທມຄໍ າໃຊ້ ຈໍ າຍ. ທ່ ານມັ ສດໍາເນນຈະໄດ້ ຮັ ບໍ້ ຂໍ້ ມູ ນ ຂໍ າວສານນີ້ ແລະການຄັ ມ ອຍເຫ ັ ອໍ້ ອໍ້ ອໃນພາສາຂອງທ່ ານທໍ ບມຄໍ າໃຊ້ ຈໍ າຍ. ໂທ (888) 977-9299.</p>
Nepali	<p>यो स चनामा म् महत्त्वप र्ु जानकारी छ । यो स चनामा तपाईंको आवेिन वा PacificSource Health Plans का माध्यमबाट प्राप्त हुने सद्दु विबारे महत्त्वप र्ु जानकारी छ । यो सचू नामा भएका महत्त्वप र्ु दमदतहरू ख्याल िनुहु ोस् । तपाईंले पाइरहके ो स्वास्थ्य दबमा पाइरहन वा तपाईंको खचुको भक्तानीमा सहायता पाउन के ही समयकारवाही िन -सीमामा काम-ुपनु हनसक्छु । तपाईंले यो जानकारी र सहायता आफ्नो मातभृ ाषामा दन शलु क पाउनु तपाईंको अधिकारः हो (888) 977-9299 मा फोन िनुहु ोस् ।</p>
Norwegian	<p>Denne kunngjøringen har viktig informasjon. Kunngjøringen inneholder viktig informasjon om programmet eller dekning gjennom PacificSource Health Plans. Se etter viktige datoer i denne kunngjøringen. Du må kanskje ta affære ved visse frister for å beholde helse-dekning eller økonomisk bistand. Du har rett til å få denne informasjonen og hjelp i ditt spark uten kostnad. Ring (888) 977-9299.</p>
Pennsylvania Dutch	<p>Die Bekanntmachung gebt wichdichi Auskunft. Die Bekanntmachung gebt wichdichi Auskunft baut dei Application oder Coverage mit PacificSource Health Plans. Geb Acht fer wichdiche Daadem in die Bekanntmachung. Es iss meeglich, ass du ebbes duh muscht, an beschtimde Deadlines, so ass du dei Health Coverage bhalde kannscht, odder bezaahle helfe kannscht. Du hoscht es Recht fer die Information un Hilf in deinre eegne Schprooch griege, un die Hilf koschtet nix. Kannscht du (888) 977-9299 uffrufe</p>
Persian	<p>این اعلامیه حامی اطلاعات مهم میباشد. این اعلامیه حامی اطلاعات مهم درباره فرم تقاضا و یا پوشش بیمه ای شما مربوط به PacificSource Health Plans به تاریخ های مهم در این اعلامیه توجه نمایید. شما ممکن است تا به تاریخ های مشخصی برای حفظ پوشش مزایای یا برای کمک به مخارج مزایای ملزوم به انجام کارهایی شما حق این را دارید که این اطلاعات و کمک را به زبان خود به طور رایگان دریافت نمایید (888) 977-9299</p>
Punjabi	<p>ਇਸ ਨੇ ਜਿਸ ਜਵਚ ਖਾਸ ਜਾਣਕਾਰੀ ਹੈ. ਇਸ ਨੇ ਜਿਸ ਜਵਚ PacificSource Health Plans ਵਲੋਤੁਹਾਡੀ ਕਵਰੇਜ ਅਤੇ ਅਰਜੀ ਿਾਰੇ ਮਹਿੱ ਤਵਪ ਰਨ ਜਾਣਕਾਰੀ ਹੈ . ਇਸ ਨੇ ਜਿਸ ਜਵਚ ਖਾਸ ਤਾਰੀਖਾ ਲਈ ਵੇਖੋ. ਜੇਕਰ ਤੁਸੀ ਜਸਹਤਕਵਰੇਜ ਰਿੱਖਣੀ ਹੋਵੇ ਜਾ ਓਸ ਦੀ ਲਾਗਤ ਜਵਿੱ ਚ ਮਦਦ ਦੇ ਇਛਿੱ ਕ ਹੋ ਤਾਂ ਤੁਹਾਨ ੂੰ ਮੁੰ ਤਮ ਤਾਜਰਖ ਤੋਂ ਪਜਹਲਾਂ ਕੁਿੱ ਝ ਖਾਸ ਕਦਮ ਚੁਿੱ ਕਣ ਦੀ ਲੋੜ ਹੋ ਸਕਦੀ ਹੈ. ਤੁਹਾਨ ੂੰ ਮੁਫਤ ਜਵਚ 'ਤੇ ਆਪਣੀ ਭਾਸਾ ਜਵਿੱ ਚ ਜਾਣਕਾਰੀ ਅਤੇ ਮਦਦ ਪਰਾਪਤ ਕਰਨ ਦਾ ਅਜਿਕਾਰ ਹੈ. ਕਾਲ (888) 977-9299</p>
Romanian	<p>Prezenta notificare conține informații importante. Această notificare conține informații importante privind cererea sau acoperirea asigurării dumneavoastră de sănătate prin PacificSource Health Plans. Căutați datele cheie din această notificare. Este posibil să fie nevoie să acționați până la anumite termene limită pentru a vă menține acoperirea asigurării de sănătate sau asistența privitoare la costuri. Aveți dreptul de a obține gratuit aceste informații și ajutor în limba dumneavoastră. Sunați la (888) 977-9299.</p>



Russian	Настоящее уведомление содержит важную информацию. Это уведомление содержит важную информацию о вашем заявлении или страховом покрытии через PacificSource Health Plans. Посмотрите на ключевые даты в настоящем уведомлении. Вам, возможно, потребуется принять меры к определенным предельным срокам для сохранения страхового покрытия или помощи с расходами. Вы имеете право на бесплатное получение этой информации и помощь на вашем языке. Звоните по телефону (888) 977-9299.
Serbo-Croatian	U ovom obavještenju su sadržane važne informacije. U ovom obavještenju su sadržane važne informacije o Vašoj prijavi ili osiguranju preko PacificSource Health Plans. Pogledajte nalaze li se u ovom obavještenju neki ključni datumi. Možda ćete morati poduzeti određene radnje u datom roku kako biste i dalje zadržali svoje osiguranje ili pomoć pri plaćanju. Imate pravo da ove informacije, kao i pomoć, dobijete besplatno na svom jeziku. Nazovite (888) 977-9299.
Spanish	Este Aviso contiene información importante. Este aviso contiene información importante acerca de su solicitud o cobertura a través de PacificSource Health Plans. Preste atención a las fechas clave que contiene este aviso. Es posible que deba tomar alguna medida antes de determinadas fechas para mantener su cobertura médica o ayuda con los costos. Usted tiene derecho a recibir esta información y ayuda en su idioma sin costo alguno. Llame al (888) 977-9299.
Tagalog	Ang Paunawa na ito ay naglalaman ng mahalagang impormasyon. Ang paunawa na ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong aplikasyon o pagsakop sa pamamagitan ng PacificSource Health Plans. Tingnan ang mga mahalagang petsa dito sa paunawa. Maaring mangailangan ka na magsagawa ng hakbang sa ilang mga itinakdang panahon upang mapanatili ang iyong pagsakop sa kalusugan o tulong na walang gastos. May karapatan ka na makakuha ng ganitong impormasyon at tulong sa iyong wika ng walang gastos. Tumawag sa (888) 977-9299.
Thai	ประกาศนี้มีข้อมูลสำคัญประกาศนี้มีข้อมูลที่สำคัญเกี่ยวกับการการสมัครหรือขอเบตประกันสุขภาพของคุณผ่าน PacificSource Health Plans ดูกำหนดการในประกาศนี้คุณอาจจะต้องดำเนินการภายในกำหนดระยะเวลาที่แน่นอนเพื่อจะรักษาการประกันสุขภาพของคุณหรือการช่วยเหลือที่มีค่าใช้จ่ายคุณมีสิทธิที่จะได้รับข้อมูลและความช่วยเหลือนี้ในภาษาของคุณโดยไม่มีค่าใช้จ่ายโทร (888) 977-9299.
Ukrainian	Це повідомлення містить важливу інформацію. Це повідомлення містить важливу інформацію про Ваше звернення щодо страховального покриття через PacificSource Health Plans. Зверніть увагу на ключові дати, вказані у цьому повідомленні. Існує імовірність того, що Вам треба буде здійснити певні кроки у конкретні кінцеві строки для того, щоб зберегти Ваше медичне страхування або отримати фінансову допомогу. У Вас є право на отримання цієї інформації та допомоги безкоштовно на Вашій рідній мові. Дзвоніть за номером телефону (888) 977-9299.
Vietnamese	Thông báo này cung cấp thông tin quan trọng. Thông báo này có thông tin quan trọng về đơn xin nộp hoặc hợp đồng bảo hiểm qua chương trình PacificSource Health Plans. Xin xem ngày then chốt trong thông báo này. Quý vị có thể phải thực hiện theo thông báo đúng thời hạn để duy trì bảo hiểm sức khỏe hoặc được trợ giúp thêm về chi phí. Quý vị có quyền được biết thông tin này và được trợ giúp bằng ngôn ngữ của mình hoàn toàn miễn phí. Xin gọi số (888) 977-9299.