2027 RENEWAL PORTFOLIO | WASHINGTON

Changes to 2027 benefits

Washington – PPO HSA – Fully Insured

For more information, please refer to your Summary of Benefits and Coverage.

Large employer group changes for contracts renewing on or after January 1, 2027

This document provides an overview of changes Kaiser Foundation Health Plan of Washington Options, Inc. (KFHPWAO) is making to the large group PPO HSA health plan offering effective upon a group's 2027 renewal date.

The group may have elected other changes to existing plan design offerings that are not included in this summary, or additional modifications in cost share amounts may occur as a result of changes in employees' plan selection.

The following Evidence of Coverage (EOC) language changes apply to all large group PPO HSA health plans unless otherwise specified.

- **Section II: How Covered Services Work: A: Accessing Care: 1. Receiving Care in Another Service Area (New Language for Accessing Care Section)**

  If you are visiting in the service area of another Kaiser Permanente region, visiting member services may be available from designated providers in that region if the services would have been covered under this EOC. Visiting member services are subject to the provisions set forth in this EOC including, but not limited to, Preauthorization and cost sharing. For more information about receiving visiting member services in other Kaiser Permanente regional health plan service areas, including provider and facility locations, please call Kaiser Permanente Member Services at (206) 630-4636 in the Seattle area, or toll-free in Washington, 1-888-901-4636. Information is also available online at www.wa.kaiserpermanente.org/html/public/services/traveling

- **Section II: How Covered Services Work: J: Unusual Circumstances (Clarification)**

  In the event of unusual circumstances such as a major disaster, natural disaster (e.g., earthquake, wildfire, hurricane or tornado), epidemic, pandemic, terrorism, war, riot, civil insurrection, government acts, changes in applicable law, disability of entities providing services to Health Plan, disability of a large share of personnel at a Plan Facility, complete or partial destruction of facilities, and labor dispute ~~military action, civil disorder, labor disputes or similar causes~~, KFHPWAO will not be liable for administering coverage beyond the limitations of available personnel and facilities.

  Under the PPN option, in the event of unusual circumstances ~~such as those described above~~, KFHPWAO will make a good faith effort to arrange for Covered Services through available PPN Facilities and personnel. KFHPWAO shall have no other liability or obligation if Covered Services are delayed or unavailable due to unusual circumstances.

For more information, please refer to your Summary of Benefits and Coverage.

Under the Out-of-Network option, if Covered Services are delayed or unavailable due to unusual circumstances such as those described above, KFHPWAO shall have no liability or obligation to arrange for Covered Services.

Additionally, under these circumstances, if you have an Emergency Medical Condition, call 911 or go to the nearest emergency department as described under "Emergency Services" in the "Accessing Care" section, and we will provide coverage and reimbursement as described in that section.

Section II: How Covered Services Work: J: Utilization Management (Clarification)

KFHPWAO will not deny coverage retroactively for services ~~with Preauthorization~~ that were Preauthorized and ~~which have~~ already been provided to the Member except in the case~~s~~ of: (1) an intentional misrepresentation of a material fact by the patient, Member, or provider ~~of services~~; ,(2) ~~or if~~ coverage ~~was~~ obtained based on inaccurate, false, or misleading information provided on the enrollment application, or ~~for~~ (3) nonpayment of premiums.

Section IV: Benefits Details: Devices, Equipment and Supplies (Benefit Update):

Removing limit language Post-mastectomy bras/forms~~., limited to 2 every 6 months. Replacements within this 6-month period are covered when Medically Necessary due to a change in the Member's condition.~~

Section IV: Benefits Details: Devices, Equipment and Supplies (Clarification):

Updating exclusion language to include variable language for custom shoe modifications or inserts and their fittings not related to the treatment of diabetes.

Section IV: Benefits Details: Drugs (Clarification):

Prescription Drug Coverage and Medicare: This benefit, for purposes of Creditable Coverage, is actuarially equal to or greater than the Medicare Part D prescription drug benefit. Members who are also eligible for Medicare Part D can remain covered and will not be subject to Medicare-imposed late enrollment penalties should they decide to enroll in a Medicare Part D plan at a later date.

If a Member experiences a break in creditable prescription drug coverage of 63 continuous days or longer after the Member's initial Medicare enrollment period, Medicare may impose a Part D late enrollment penalty. This penalty is a monthly amount added to the Member's Medicare Part D premium and is based on the length of time the Member was without Medicare Part D or other creditable prescription drug coverage. In most cases, the penalty must be paid for as long as the Member has Medicare Part D coverage.

KFHPWAO may notify the Member if a late-enrollment penalty applies and, as a condition of coverage, either the group or KFHPWAO may bill the Member directly for the monthly penalty amount. A Member who discontinues coverage must meet eligibility requirements to re-enroll.

Section IV: Benefits Details: Drugs (Response to OIC request for clarification):

Adding the following language:

- prescription hormone therapy drugs (excluding glucagon-like peptide-1 or glucagon-like peptide-1 agonists such as Ozempic and Wegovy) which are able to be safely stored at room temperature without refrigeration may be allowed up to a 12-month supply. If the prescription hormone is a controlled substance, the prescription will be limited to the maximum fill allowed under state and federal regulations.
- HIV antiviral drugs approved by the federal food and drug administration. Prior authorization, step therapy and/or utilization management as described below, do not apply.

For more information, please refer to your Summary of Benefits and Coverage.

Section IV: Benefits Details: Mental Health and Wellness (OIC request for clarification per OIC objection)

Adding Language: Utilization management is not required for the initial evaluation and management visit and up to six treatment visits with a contracting provider in a new episode of care.

Section IV: Benefits Details: Non-Emergency Medical Transportation (New Benefit):

Adding Benefit Language: Non-Emergency Medical Transportation Services (NEMT Services)
We cover NEMT Services for travel inside the Service Area provided by Health Plan-designated transportation carriers, such as an ambulette, licensed stretcher/gurney van or wheelchair van. Such NEMT Services are covered only if they are:
• Ordered by a Physician after obtaining Prior Authorization AND
• Medically Necessary.

Exclusion: Other transportation by car, taxi, bus, minivan, and/or any other means (except for emergency ground ambulance or air ambulance as described in Section IV: Benefit Details: Ambulance).

Section IV: Benefits Details: Optical (Clarification):

When Medically Necessary for eye pathology, one replacement lens per diseased eye, including following cataract surgery (in lieu of an intraocular lens), is covered once every 12-month period.

Section IV: Benefits Details: Optical (Clarification):

~~Note: This benefit is separate from the benefits of the Health Savings Account (HSA) Qualified Health Plan and not subject to the annual Deductible.~~

Section IV: Benefits Details: Preventive (Response to OIC Request for clarification):

Screening and tests with A and B recommendations by the U.S. Preventive Services Task Force (USPSTF) in effect on June 30, 2025, and as adopted by Washington State.

Immunizations recommended by the ~~Centers for Disease Control's Advisory Committee on Immunization Practices~~ Department of Health. Flu vaccines are also covered when provided by a non-Network Provider.

Section IV: Benefits Details: Substance Use Disorder (Response to OIC Request for clarification):

Adding Language: Utilization management is not required for the initial evaluation and management visit and up to six treatment visits with a contracting provider in a new episode of care.

For more information, please refer to your Summary of Benefits and Coverage.

Section V: General Exclusions (New Language for Exclusion Section):

Screenings related to obtaining or maintaining employment

Section V: General Exclusions (New Language for Exclusion Section):

Surrogacy:

Services in connection with a surrogacy arrangement, whether traditional or gestational, are excluded, except for otherwise covered Services provided to a Member who is acting as a surrogate.

A surrogacy arrangement is any arrangement in which a woman agrees to become pregnant and relinquish custody of the child or children to another person or persons, whether or not compensation is provided. This includes traditional surrogacy and gestational carriers and applies to pregnancies achieved through artificial insemination, intrauterine insemination, in vitro fertilization, or implantation of a fertilized egg of another person.

If a Member enters into a surrogacy arrangement, they must reimburse us for covered Services they receive related to conception, pregnancy, delivery, or postpartum care in connection with that arrangement ("Surrogacy Health Services"). The total amount recoverable will not exceed the compensation or other payments payable to the Member or any other payee under the Surrogacy Arrangement. This provision does not affect a Member's obligation to pay applicable Cost Share.

By accepting surrogacy health services, Members assign to KFHPWAO their rights to receive any payments under the surrogacy arrangement, regardless of how those payments are characterized. KFHPWAO will have a lien on such payments, including amounts held in escrow, trust, or similar accounts, which will be applied first to satisfy any Member reimbursement obligation. The assignment and lien will not exceed the amount owed to KFHPWAO.

Within 30 days of entering a surrogacy arrangement, Members must provide written notice and documentation, including:

- Identification and contact information for all parties to the arrangement;
- Identification and contact information for any escrow agent or trustee;
- Identification and contact information for the intended parents and any insurance covering the child or children; and
- Copies of all contracts or related documents.

Members must also provide any consent, releases, authorizations, or lien forms reasonably requested to enable KFHPWAO to enforce our rights. Members may not waive or limit our rights without KFHPWAO's prior written consent.

After relinquishment of the child to the legal parents, Members are not responsible for charges for services provided to the child; the legal parents are financially responsible for those Services.

If a Member's estate, parent, guardian, or conservator asserts claims related to the Surrogacy Arrangement, any recovery is subject to KFHPWAO's rights to the same extent as if they had asserted the claim directly. KFHPWAO may assign rights under this section.

Notice Address:
Surrogacy Other Party Liability Supervisor
Machinify
PO Box 2000
LaGrange, KY 40031
Phone: 1-855-967-6607

For more information, please refer to your Summary of Benefits and Coverage.

Section VI: Eligibility, Enrollment and Termination: Temporary Coverage for Newborns (Benefit Update):

When a Member gives birth, the newborn is entitled to the benefits set forth in the EOC from birth through ~~3 weeks~~ 31 days of age. All provisions, limitations and exclusions will apply except Subsections F. After ~~3 weeks~~ 31 days of age, no benefits are available unless the newborn child qualifies as a Dependent and is enrolled.

Section IX: Claims (Clarification):

KFHPWAO will generally process claims for benefits within the following timeframes after KFHPWAO receives the claims:

- Immediate request situations – within 1 business day.
- Concurrent urgent requests – within 24 hours.
- Urgent care review requests – within 48 hours.
- Non-urgent preservice review requests – within 5 calendar days.
- Post-service clean claim review requests – within 30 calendar days.
- Post-service non-clean claim review requests - within 30 calendar days.
    - Request for additional/missing information are to be submitted to the provider/facility within 21 calendar days of claim receipt.
    - If the provider/facility doesn't provide the additional/missing information within 21 calendar days of receipt of the KFHPWAO request, then KFHPWAO has 40 calendar days following the date that the carrier receives the requested information.

~~Timeframes for pre-service and post-service claims can be extended by KFHPWA for up to an additional 15 days. Members will be notified in writing of such extension prior to the expiration of the initial timeframe.~~

Section IX: Claims (Clarification):

If a Member receives a bill for services the Member believes are covered, the Member must, within 90 days of the date of service, or as soon thereafter as reasonably possible, either (1) contact Member Services to make a claim or (2) pay the bill and submit a claim for reimbursement of Covered Services, or (3) for out-of-country claims (Emergency care only) – submit the claim and any associated medical records, including the type of service, charges, proof of payment and proof of travel to KFHPWAO, P.O. Box 30766, Salt Lake City, UT 84130-0766 or submit online at www.kp.org/wa by choosing "Submit a Claim for Reimbursement". In no event, except in the absence of legal capacity, shall a claim be accepted later than 1 year from the date of service

Section XII: Definitions: Allowed Amount (Clarification):

For all charges from providers who have not contracted with KFHPWAO under Access PPO, Members may be required to pay any difference between the charge for services and the Allowed Amount, except for ground or air ambulance services and Emergency services, including post stabilization and for ancillary services received from an out of network provider in a network facility. For more information about balance billing protections, please visit: https://healthy.kaiserpermanente.org/washington/support/forms and click on the "Billing forms" link.

Throughout Contract (updates)

Non-material revisions to include grammatical and formatting updated for improved clarity