

## SUMMARY OF CHANGES

Regence BlueShield has made some benefit and provision changes. The following changes will be made as groups renew, and will apply to all groups regardless of number of employees, unless otherwise specified. Note that this is only a summary; refer to the brochure or contract for more detailed information.

### NEW PRODUCTS

HSAs are becoming an increasingly popular way to help relieve the pressures of rising premiums, as well as give employees greater choice in their benefits and ultimate ownership of their healthcare dollar. With this said Regence is pleased to introduce the new **Regence HSA Healthplan 2.0!**

This HSA product offers important features such as:

- A suite of personalized health and wellness services.
- Deductible options perfect for families.
- Important support and education resources that make the Regence HSA Healthplan 2.0 easy for you and your employees.

<b>BENEFIT / REGULATORY / LEGISLATIVE CHANGES</b>		
<b>COMPONENT / CONTRACT(S) AFFECTED</b>	<b>EXISTING CONTRACT / BOOKLET / REASON FOR CHANGE</b>	<b>NEW CONTRACT / BOOKLET LANGUAGE</b>
<b>MENTAL HEALTH DISCLOSURES</b> Applies to all medical products.	The OIC issued a rule making order repealing WAC 284-43-810 for Mental Health Services and Your Rights.	Removed the MH Services & Your Rights, and the Mental Health Questions (if applicable).
<b>GROUP ELIGIBILITY</b> Applies to all products.	Washington's Substitute House Bill 2560 revised the definition of small employers.	Revised the Group Qualification section to define small employers for purposes of Health Insurance Coverage.
<b>CHEMICAL DEPENDENCY</b> Applies to all medical products.	As required by Washington Stat law, the Chemical Dependency benefit limit must increase each year in increments of \$500.	Increased the Chemical Dependency benefit maximum to \$14,500.
<b>SPECIFIC EXCLUSIONS</b> Applies to all products.	As required by the OIC, carrier contracts may not contain exclusions for services and supplies to the extent payable under Medicare Part A or B, when by law, the plan would not be primary to Medicare had the member properly enrolled in Medicare when first eligible regardless of whether the member actually enrolled.	Deleted the Non-Duplication of Medicare exclusion.
<b>UPFRONT BENEFITS</b> Applies to Innova products only.	As required by the OIC, the Upfront Benefit must be clarified to explain when a copay is required and how members would know if the Upfront benefit has been exhausted.	Revised the Upfront benefit to clarify that for Category 1 and Category 2 Upfront Benefits, for office visits, the member will not be responsible for any Coinsurance, however, the office visit Copay would apply. The Upfront benefit was further revised to clarify that members have multiple ways of tracking their benefits or if they have questions about their accruals and/or reaching their Upfront benefit limits, including access to myRegence.com or calling our customer service department if they have questions.

<p><b>DIABETIC EDUCATION</b> Applies to all medical products.</p>	<p>As required by the OIC, the diabetic education benefit must be clarified to explain that diabetic self-management training and education is covered if provided by providers with expertise in diabetes.</p>	<p>Revised the Diabetic Education benefit to clarify that diabetic self-management training and education is covered if provided by providers with expertise in diabetes.</p>
<p><b>DIABETES SUPPLIES AND EQUIPMENT</b> Applies to all medical products.</p>	<p>As required by the OIC, a Diabetes Supplies and Equipment benefit must be added to clarify where benefits are provided for the treatment of diabetes.</p>	<p>Added a Diabetes Supplies and Equipment benefit, which reads as follows: We cover supplies and equipment for the treatment of diabetes. For professional services, diabetic education, Durable Medical Equipment, nutritional counseling, orthotic devices or Prescription Medications, see those benefits of this Contract.</p>
<p><b>HOME HEALTH CARE</b> Applies to all medical products.</p>	<p>As required by the OIC, the Home Health Care benefit must be revised to clarify how Durable Medical Equipment is provided under the terms of the plan.</p>	<p>Revised the Home Health Care benefit to add the following statement: This Home Health Care Benefit includes coverage for Durable Medical Equipment. For Durable Medical Equipment benefits, see the Durable Medical Equipment benefit of this Contract.</p>
<p><b>HOSPICE CARE</b> Applies to all medical products.</p>	<p>As required by the OIC, the Hospice benefit must be revised to clarify how Durable Medical Equipment is provided under the terms of the plan.</p>	<p>Revised the Hospice Care benefit to add the following statement: Durable Medical Equipment is covered under this benefit when billed by a licensed hospice care program. For a definition of Durable Medical Equipment, see the Durable Medical Equipment benefit.</p>
<p><b>TRANSPLANTS</b> Applies to all medical products.</p>	<p>As required by the OIC, the Transplants benefit must be revised to clarify the essential features of the benefit.</p>	<p>Revised the Transplants benefit to add the following statement: A transplant recipient who is covered under this plan and fulfills Medically Necessary criteria will be eligible for the following transplants: heart, lung, kidney, pancreas, liver, cornea, multivisceral, small bowel, islet cell and hematopoietic stem cell support (donor stem cells can be collected from either the bone marrow or the peripheral blood). Hematopoietic stem cell support may involve the following donors, i.e., either autologous (self-donor), allogeneic (related or unrelated donor), syngeneic (identical twin donor) or umbilical cord blood (only covered for certain conditions). This list of transplants is subject to change.</p>

<p><b>PRESCRIPTION MEDICATION</b></p> <p>Applies to Activate products only.</p>	<p>As required by the OIC, the Prescription Medication benefit must be revised to delete the diabetic identifying statement.</p>	<p>Revised the Prescription Medication benefit under the For Prescription Medications from a Pharmacy and For Maintenance Medications from a Mail-Order Supplier paragraphs in the Copayments and Coinsurance provision, to delete the following statement: We identify You as a diabetic based upon the processing of claims for Prescription Medications that are frequently used in the treatment of diabetes.</p>
<p><b>PRESCRIPTION MEDICATION</b></p> <p>Applies to all medical products.</p>	<p>As required by the OIC, the Prescription Medication benefit must be revised to delete the statement regarding the Copayment or Coinsurance being based on each dispensing.</p>	<p>Revised the Prescription Medication benefit under the Maximum 30-Day or Greater Supply Limit paragraph and the Maximum 30-Day or Greater Supply Limit paragraph, to delete the following statement: Your Copayment and/or Coinsurance for these medications is always based on each dispensing.</p>
<p><b>PRESCRIPTION MEDICATION</b></p> <p>Applies to all medical products.</p>	<p>As required by the OIC, the Prescription Medication benefit must be revised to delete the exclusion for acne medication.</p>	<p>Revised the Prescription Medication benefit to delete the acne medication exclusion.</p>
<p><b>SPECIFIC EXCLUSIONS</b></p> <p>Applies to all medical products.</p>	<p>As required by the OIC, the Cosmetic / Reconstructive Services and Supplies exclusion must be revised to clarify where more information on breast reconstruction may be found.</p>	<p>Revised the Cosmetic / Reconstructive Services and Supplies exclusion to clarify that more information on breast reconstruction may be found in the Women's Health and Cancer Rights notice of the Contract.</p>
<p><b>SPECIFIC EXCLUSIONS</b></p> <p>Applies to all medical products.</p>	<p>As required by the OIC, the Mental Health Treatment for Certain Conditions exclusion must be revised to clarify coverage for the average layperson.</p>	<p>Revised the Mental Health Treatment for Certain Conditions exclusion to read as follows: We will not cover Mental Health Treatment for diagnostic codes 302 through 302.9 found in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV TR) for all ages. Additionally, We will not cover any "V code" diagnoses except the following when Medically Necessary: parent-child relational problems for children five years of age or younger, neglect or abuse of a child for children five years of age or younger and bereavement for children five years of age or younger. By "V code," We mean codes for additional conditions that may be a focus of clinical attention as described in the most recent edition of the DSM-IV TR that describe Relational Problems, Problems Related To Abuse Or Neglect or other issues that may be the focus of assessment or treatment.</p>

<p><b>RIGHT OF REIMBURSEMENT AND SUBROGATION RECOVERY</b></p> <p>Applies to all products.</p>	<p>As required by the OIC, the Right of Reimbursement and Subrogation Recovery provisions must be revised to reflect previously negotiated language for an affiliate plan.</p>	<p>Revised the Right of Reimbursement and Subrogation Recovery provisions to more closely reflect language that was negotiated for an affiliate plan.</p>
<p><b>RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION AND MEDICAL RECORDS</b></p> <p>Applies to all medical products.</p>	<p>As required by the OIC, the Right to Receive and Release Necessary Information and Medical Records provision must be revised to clarify what is meant by "as required by law".</p>	<p>Revised the Right to Receive and Release Necessary Information and Medical Records provision to clarify that the information that may be requested or disclosed by Us will be used in accordance with Our Notice of Privacy Practices. Members may request a copy simply by calling Customer Service or visiting our Web site.</p>
<p><b>RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION AND DENTAL RECORDS</b></p> <p>Applies to all dental products.</p>	<p>As required by the OIC, the Right to Receive and Release Necessary Information and Dental Records provision must be revised to clarify what is meant by "as required by law".</p>	<p>Revised the Right to Receive and Release Necessary Information and Dental Records provision to clarify that the information that may be requested or disclosed by Us will be used in accordance with Our Notice of Privacy Practices. Members may request a copy simply by calling Customer Service or visiting our Web site.</p>
<p><b>GOVERNING LAW AND DISCRETIONARY LANGUAGE</b></p> <p>Applies to all products.</p>	<p>As required by the OIC, the Governing Law and Discretionary Language provision must be revised to delete any reference to discretionary language.</p>	<p>Revised the Governing Law and Discretionary Language provision to read as follows: GOVERNING LAW AND BENEFIT ADMINISTRATION. The Contract will be governed by and construed in accordance with the laws of the United States of America and by the laws of the State of Washington without regard to its conflict of law rules. We are not the plan administrator, but are a health care service contractor that provides health care coverage to this benefit plan and makes determinations for eligibility and the meaning of terms subject to Member rights under this benefit plan that include the right to appeal, review by an Independent Review Organization and civil action.</p>
<p><b>DOCUMENT LANGUAGE CLARIFICATIONS</b></p>		
<p><b>COMPONENT / CONTRACT(S) AFFECTED</b></p>	<p><b>EXISTING CONTRACT / BOOKLET / REASON FOR CHANGE</b></p>	<p><b>NEW CONTRACT / BOOKLET LANGUAGE</b></p>
<p><b>SPECIFIC EXCLUSIONS</b></p> <p>Applies to all dental products.</p>	<p>Oral Surgery Exclusion was changed for Utah per a concession with the Utah DOI. Changing all other Regence plans to be consistent.</p>	<p>Changed to: Oral surgery treating any fractured jaw, and orthognathic surgery. By "orthognathic surgery," We mean surgery to manipulate facial bones, including the jaw, in patients with facial bone abnormalities performed to restore the proper anatomic and functional relationship of the facial bones.</p>

<p><b>APPEAL PROCESS</b> Applies to all products.</p>	<p>Appeals: revised address for submitting written appeals.</p>	<p>Changed to: Appeals Coordinator, P.O. Box 1271, MS C7A, Portland, OR 97207-1271.</p>
<p><b>BILLED CHARGES</b> Applies to all products.</p>	<p>Submission of Claims and Reimbursement: Booklets do not describe the fact that once a calendar or lifetime limit is met, a provider can bill the member for more than the allowed amount.</p>	<p>Add: You will be responsible for the total billed charges for benefits in excess of lifetime or Calendar Year Maximum Benefits, if any, and for charges for any other service or supply not covered under this plan, regardless of the Provider rendering such service or supply.</p>
<p><b>SPECIFIC EXCLUSIONS</b> Applies to all Inn / Eng / Rad / Enc / Exp products.</p>	<p>Benefits Not Stated exclusion ("services not listed as covered services") – removed per a concession with the Idaho DOI. Changing all other Regence plans to be consistent.</p>	<p>Exclusion removed.</p>
<p><b>CUSTOMER SERVICE PHONE NUMBER</b> Applies to Activate product.</p>	<p>Customer Service phone number changed</p>	<p>Change to: 1 (866) 219-4116</p>
<p><b>SERVICE MARK</b> Applies to all products.</p>	<p>Booklet does not include service marks when referring to the Regence Plan name.</p>	<p>A service mark will be added to the first reference to the name of the plan in the booklet.</p>
<p><b>REIMBURSEMENT EXAMPLES</b> Applies to Engage product.</p>	<p>Incorrect Coinsurance examples used.</p>	<p>Corrected to read 80% / 80% / 80% instead of 80% / 60% / 60%.</p>
<p><b>SPECIFIC EXCLUSIONS</b> Applies to all medical products.</p>	<p>Orthognathic Surgery Exclusion was changed for Idaho per a concession with the Idaho DOI. Changing all other Regence plans to be consistent.</p>	<p>Changed to: Services and supplies for orthognathic surgery. By "orthognathic surgery," We mean surgery to manipulate facial bones, including the jaw, in patients with facial bone abnormalities resulting from Injury, congenital anomaly or abnormal development to restore the proper anatomic and functional relationship of the facial bones. This exclusion does not apply to orthognathic surgery due to a temporomandibular joint disorder, Injury, sleep apnea or congenital anomaly.</p>
<p><b>MAC A PENALTY</b> Applies to all medical products.</p>	<p>Language is not clear that the difference in generic and brand name penalties for taking brand instead of generic is based on price and not the copay.</p>	<p>Add: The difference is calculated at the time of purchase based upon the difference in price between the equivalent Generic Medication and the applicable Brand-Name Medication, <b>in addition to the Copayment and/or Coinsurance (as applicable).</b></p>
<p><b>USING YOUR REGENGE ... BOOKLET</b> Applies to all products.</p>	<p>Booklet contains a few references to the Regence Engine. Such references to "Regence Engine" are changed to clarify that our Website (<a href="http://www.myRegence.com">www.myRegence.com</a>) is powered by the Regence Engine.</p>	<p>Add: <a href="http://www.myRegence.com">www.myRegence.com</a>, in place of references to "Regence Engine."</p>

## Unique Self-Funded Employer Plans

### BENEFIT / REGULATORY / LEGISLATIVE CHANGES

COMPONENT / CONTRACT(S) AFFECTED	EXISTING CONTRACT / BOOKLET / REASON FOR CHANGE	NEW CONTRACT / BOOKLET LANGUAGE
<p><b>NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT</b></p> <p>Applies to all State's Self-Funded groups.</p>	<p>Federal mandate requiring specific language be added to all self-funded contracts.</p>	<p>Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.</p> <p>Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.</p> <p>In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification. For information on precertification, contact your plan administrator.</p>
DOCUMENT LANGUAGE CLARIFICATIONS		
<p><b>RIGHT OF REIMBURSEMENT AND SUBROGATION RECOVERY</b></p> <p>Applies to Washington &amp; Oregon State's Self-Funded groups.</p>	<p>Request from the Subrogation Department.</p>	<p>Revised language to remove made whole provision.</p>