



# 2023

## Alaska Group Medical Plan

Group Name

Pioneer Preferred Provider Organization (PPO) plan

Effective Date: January 1, 2023

Group Number: 123456789



Health plans in Alaska provided by Moda Health Plan, Inc.

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## **SECTION 1. WELCOME**

Moda Health is pleased to have been chosen by the Group as its preferred provider organization (PPO) plan. This handbook is designed to provide members with important information about the Plan's benefits, limitations and procedures.

Members may direct questions to one of the numbers listed in section 2.1 or use the tools and resources on Moda Health's personalized member website, Member Dashboard, at [www.modahealth.com](http://www.modahealth.com). The Member Dashboard is available 24 hours a day, 7 days a week allowing members to access plan information whenever it's convenient. If an interpreter is necessary, Customer Service will coordinate the services of an interpreter over the phone.

Moda Health reserves the right to monitor telephone conversations and email communications between its employees and its members for legitimate business purposes as determined by Moda Health.

This handbook may be changed or replaced at any time, by the Group or Moda Health, without the consent of any member. The most current handbook is on the Member Dashboard. All plan provisions are governed by the Group's policy with Moda Health. This handbook may not contain every plan provision.

## SECTION 2. MEMBER RESOURCES

### 2.1 CONTACT INFORMATION

#### **Moda Health Website** (log in to the **Member Dashboard**)

[www.modahealth.com](http://www.modahealth.com)

Includes many helpful features, such as:

Find Care (use to find a Tier 1 and Tier 2 provider)

Prescription price check tool and formulary (medication cost estimates and benefit tiers)

Prior authorization lists (services and supplies that may require authorization)

[www.modahealth.com/medical/referral](http://www.modahealth.com/medical/referral)

#### **Medical Customer Service Department**

Toll-free 888-873-1395

En Español 888-786-7461

#### **Behavioral Health Customer Service Department**

Toll-free 800-799-9391

#### **Disease Management and Health Coaching**

Toll-free 855-466-7155

#### **Virtual Care Preferred Vendor**

CirrusMD

[modahealth.com/cirrusmd](http://modahealth.com/cirrusmd)

#### **Pharmacy Customer Service Department**

Toll-free 844-235-8017

#### **Telecommunications Relay Service** for the hearing impaired

711

#### **Moda Health**

P.O. Box 40384

Portland, Oregon 97240

#### **First Choice Health Network in Alaska**

<https://www.fchn.com/providersearch/moda-ak>

### 2.2 MEMBER ID CARD

After enrolling, members will receive ID (identification) cards that will include the group and ID numbers. Members will need to present the card each time they receive services. Members may go to the Member Dashboard or contact Customer Service to replace a lost ID card.

## 2.3 NETWORKS AND TIER 2 PROVIDERS

See Network Information (Section 5) for detail about how networks work.

### Medical networks

Tier 1: Pioneer

Tier 2: First Choice in Alaska and Connexus

### Pharmacy network

Navitus

### Travel network

Aetna PPO

<https://www.aetna.com/asa>

## 2.4 CARE COORDINATION

### 2.4.1 Care Coordination

The Plan provides individualized coordination of complex and/or catastrophic medical situations. Care Coordinators and Case Managers who are nurses, or behavioral health clinicians work directly with members and their professional providers to coordinate healthcare needs.

The Plan will coordinate access to a wide range of services spanning all levels of care , including medical travel support to a preferred provider (see section 7.4.20. Coordinating these services helps members get the right services at the right time .

### 2.4.2 Disease Management & Health Coaching

The Plan provides education and support to help members manage a chronic disease or medical condition. Health Coaches provide education and support to help members to identify their healthcare goals, self-manage their disease and prevent the development or progression of complications.

Working with a Health Coach can help members follow the medical care plan prescribed by a professional provider and improve their health status, quality of life and productivity.

Contact Disease Management and Health Coaching for more information.

### 2.4.3 Behavioral Health

Moda Behavioral Health provides specialty services for managing mental health and substance use disorder benefits to help members access effective care in the right place and contain costs. Behavioral Health Customer Service can help members locate Tier 1 and Tier 2 providers and understand their mental health and substance use disorder benefits.

## 2.5 OTHER RESOURCES

Additional member resources providing general information about the Plan can be found in Section 14.

## SECTION 3. SCHEDULE OF BENEFITS

This section is a quick reference summarizing the Plan’s benefits.

**It is important to also check the Benefit Description** (Section 7) for more details about any limitations or requirements. Link directly there from the Details column of the table below.

The details of the actual benefits and the conditions, limitations and exclusions are contained in the sections that follow. Prior authorization may be required for some services (see section 6.1). Important terms are explained in Section 13.

Cost sharing is the amount members pay. See Section 4 for more information, including explanation of deductible and out-of-pocket maximum. For services provided Tier 3, members have to pay any amount in excess of the maximum plan allowance.

**When a benefit has an “annual” or “per year” limit, it will accrue on a calendar year basis unless otherwise specified.**

	<b><u>Tier 1</u> Benefits</b>	<b><u>Tier 2</u> Benefits</b>	<b><u>Tier 3</u> Benefits</b>
<b>Annual deductible per member</b>	<b>\$2,000</b> , Tier 2 deductible applies	<b>\$4,000</b> , Tier 1 deductible applies	<b>\$8,000</b>
<b>Annual deductible per family</b>	<b>\$4,000</b> , Tier 2 deductible applies	<b>\$8,000</b> , Tier 1 deductible applies	<b>\$16,000</b>
<b>Annual out-of-pocket maximum per member</b>	<b>\$7,500</b> , Tier 2 out-of-pocket maximum applies	<b>\$8,550</b> , Tier 1 out-of-pocket maximum applies	<b>\$20,000</b>
<b>Maximum annual out-of-pocket maximum per family</b>	<b>\$15,000</b> , Tier 2 out-of-pocket maximum applies	<b>\$17,100</b> , Tier 1 out-of-pocket maximum applies	<b>\$40,000</b>

<b>Services</b>	<b>Cost Sharing</b> (Deductible applies unless noted differently)			<b>Section in Handbook &amp; Details</b>
	<b><u>Tier 1</u></b>	<b><u>Tier 2</u></b>	<b><u>Tier 3</u></b>	
<b>Urgent &amp; Emergency Care</b>				
Ambulance Transportation	\$25 per trip, no deductible Tier 1 out-of-pocket maximum applies			Section 7.2.1 6 trips per year

Services	Cost Sharing (Deductible applies unless noted differently)			Section in Handbook & Details
	Tier 1	Tier 2	Tier 3	
Commercial Transportation	\$25 per trip, no deductible	\$25 per trip, no deductible	\$25 per trip, no deductible	Section 7.2.2 One-way for sudden, life-endangering medical condition. Tier 1 out-of-pocket maximum applies
Emergency Room Facility (includes ancillary services)	\$100 per visit, then 20% Tier 1 deductible and out-of-pocket maximum apply			Section 7.2 and 7.2.4 No copay if admitted to hospital from emergency room.
ER professional/ ancillary services billed separately	20%			No deductible for diagnostic x-ray and lab.
Urgent Care Office Visit	\$60 per visit, no deductible	20%, no deductible	60%	Section 7.2.5
Medical Transportation	20%	40%	60%	Section 7.2.3 2 round-trip tickets per year
<b>Preventive Services</b>				
Services as required under the Affordable Care Act, including:	No cost sharing	No cost sharing	60 %, except as stated	Section 7.3 See section for frequency and age limitations
Colonoscopy	No cost sharing	No cost sharing	60%	Section 7.3.1 One per 10 years, age 45+
Contraception	No cost sharing	No cost sharing	60%	Section 7.3.2
Hearing Screening	No cost sharing	No cost sharing	60%	Section 7.3.4 Initial screening within 30 days of birth Additional tests up to age 24 months
Immunizations	No cost sharing	No cost sharing	60%	Section 7.3.3
Mammogram	No cost sharing	No cost sharing	60%	Section 7.3.8 One age 35 - 40 One per year, age 40+
Preventive Health Exams	No cost sharing	No cost sharing	60%	Section 7.3.5 3 exams age 2 - 4 One per year, age 5+

Services	Cost Sharing (Deductible applies unless noted differently)			Section in Handbook & Details
	Tier 1	Tier 2	Tier 3	
Well-Baby Exams	No cost sharing	No cost sharing	No cost sharing	Section 7.3.7 First 24 months of life
Women's Exam & Pap Test	No cost sharing	No cost sharing	60%	Section 7.3.8 One per year
Vision Screening	No cost sharing	No cost sharing	60%	Section 7.3.4 Age 3 - 5
Other Preventive Services including:				
Screening X-ray & Lab	20%, no deductible	40%	60%	
Prostate Rectal Exam	\$25 per visit, no deductible	20%, no deductible	60%	Section 7.3.6 One per year, age 40+
Prostate Specific Antigen (PSA) Test	20%, no deductible	40%	60%	
<b>General Treatment Services</b>				
Acupuncture	\$25 per visit, no deductible	20%, no deductible	60%	Section 7.4.1 24 visits per year
Anticancer Medication	20%	40%	60%	Section 7.4.2
Applied Behavior Analysis	20%	40%	60%	Section 7.4.3
Biofeedback	\$25 per visit, no deductible	20%, no deductible	60%	Section 7.4.4 10 visit lifetime maximum
Dental Injury	20%	40%	60%	Section 7.4.7 \$5,000 lifetime maximum for implants
Diabetes Services	20%	40%	60%	Section 7.4.8 Supplies covered under Pharmacy benefits
Diagnostic Procedures, including x-ray & lab				Section 7.4.9
Outpatient	20%, no deductible	40%	60%	
Inpatient	20%	40%	60%	
Advanced Imaging	20%	40%	60%	
Durable Medical Equipment (DME)	20%	40%	60%	Section 7.4.10 Limits apply to some DME, supplies, appliances
Home Healthcare	20%	40%	60%	Section 7.4.13 140 visits per year

Services	Cost Sharing (Deductible applies unless noted differently)			Section in Handbook & Details
	Tier 1	Tier 2	Tier 3	
Hospice Care				Section 7.4.14
Home Care	20%	40%	60%	
Inpatient Care	20%	40%	60%	12 days
Respite Care	20%	40%	60%	170 hours
Hospital Inpatient Care	20%	40%	60%	Section 7.4.15
Hospital Physician Visits	20%	40%	60%	Section 7.4.16
Infusion Therapy (Home or Outpatient)	20%	40%	60%	Section 7.4.17
Kidney Dialysis	20%	40%	60%	Section 7.4.18
Massage Therapy	\$25 per visit, no deductible	20%, no deductible	60%	Section 7.4.19 24 visits per year
Medical Travel Support				Section 7.4.20
Procedures	No cost sharing	N/A	N/A	Through Surgery Care
Travel and Lodging	No cost sharing	N/A	N/A	
Mental Health Services				Section 7.4.22
Office Visit	\$25 per visit, no deductible	20%, no deductible	60%	No cost sharing for first 3 in person and virtual care office visits, including substance use disorder office visits
Intensive Outpatient	\$25 per visit, no deductible	20%, no deductible	60%	
Other Outpatient Services	20%	40%	60%	
Inpatient	20%	40%	60%	
Partial Hospitalization	20%	40%	60%	
Residential Treatment Program	20%	40%	60%	
Nutritional Therapy	20%	40%	60%	Section 7.4.24
Office & Home Visits				Section 7.4.25
PCP Visits under age 19	No cost sharing	20%, no deductible	60%	See also Virtual Care Visits
PCP Visits age 19+	No cost sharing for 1 <sup>st</sup> 3 visits, then \$25 per visit, no deductible	20%, no deductible	60%	1 <sup>st</sup> 3 visits combined with virtual care visits for age 19+
Specialist Visits	\$60 per visit, no deductible	20%, no deductible	60%	Section 7.4.25

Services	Cost Sharing (Deductible applies unless noted differently)			Section in Handbook & Details
	Tier 1	Tier 2	Tier 3	
Outpatient Rehabilitation	\$60 per visit, no deductible	20%, no deductible	60%	Section 7.4.30 30 rehabilitation sessions per year. May be eligible for up to 60 sessions for head or spinal cord injury.
Inpatient Rehabilitation	20%	40%	60%	Section 7.4.29 30 days per year. May be eligible for up to 60 days for head or spinal cord injury.
Skilled Nursing Facility Care	20%	40%	60%	Section 7.4.31 30 days per year
Spinal Manipulation	\$25 per visit, no deductible	20%, no deductible	60%	Section 7.4.32 24 visits per year
Substance Use Disorder Services				Section 7.4.33 No cost sharing for first 3 in person and virtual care office visits, including mental health office visits
Detoxification (Detox)	20%	40%	60%	
Office Visit	\$25 per visit, no deductible	20%, no deductible	60%	
Intensive Outpatient	\$25 per visit, no deductible	20%, no deductible	60%	
Other Outpatient Services	20%	40%	60%	
Inpatient	20%	40%	60%	
Partial Hospitalization	20%	40%	60%	
Residential Treatment Program	20%	40%	60%	
Surgery & Invasive Diagnostic Procedures				
Outpatient	20%	40%	60%	
Inpatient	20%	40%	60%	
Temporomandibular Joint Syndrome (TMJ)	20%	40%	60%	Section 7.4.35 \$3,000 lifetime maximum
Therapeutic Injections	20%	40%	60%	Section 7.4.36
Therapeutic Radiology	20%	40%	60%	Section 7.4.37
Transplants				Section 7.4.38 Includes donor costs
Center of Excellence facilities	20%	N/A	N/A	
Other facilities	Not covered	Not covered	Not covered	

Services	Cost Sharing (Deductible applies unless noted differently)			Section in Handbook & Details
	Tier 1	Tier 2	Tier 3	
Travel, Lodging & Meals	20%	20%	20%	\$7,500 per transplant
Virtual Care Visits	\$25 per visit, no deductible	20%, no deductible	60%	Section 7.4.39 PCP visits under age 19, and 1 <sup>st</sup> 3 visits including in-office PCP visits age 19+, at no cost sharing
Through CirrusMD	No cost sharing	N/A	N/A	Log on via <a href="https://modahealth.com/cirrusmd">modahealth.com/cirrusmd</a>
<b>Maternity Services</b>				
Breastfeeding				Section 7.5.2
Support & Counseling	No cost sharing	No cost sharing	60%	
Supplies			No cost sharing	
Maternity	20%	40%	60%	Section 7.5
<b>Pharmacy</b>				
Prescription Medications				Section 7.6 No deductible
Retail Pharmacy				Up to 90-day supply per prescription. One copay for each 30-day supply.
Value Tier	No cost sharing		No cost sharing	
Select Tier	\$10		\$10	
Preferred Tier	\$30		\$30	
Nonpreferred Tier	\$50		\$50	
Mail Order Pharmacy				Up to 90-day supply per prescription. Must use a Moda-designated mail order pharmacy.
Value Tier	No cost sharing		N/A	
Select Tier	\$30		N/A	
Preferred Tier	\$90		N/A	
Nonpreferred Tier	\$150		N/A	

Services	Cost Sharing (Deductible applies unless noted differently)			Section in Handbook & Details
	Tier 1	Tier 2	Tier 3	
Specialty Pharmacy				Up to 30-day supply per prescription for most medications. Must use a Moda-designated specialty pharmacy.
Preferred Specialty	\$150	\$150	N/A	
Nonpreferred Specialty	30%	30%	N/A	
Anticancer Medication	20%	20%	20%	Section 7.4.2 No deductible. Must use a Moda-designated pharmacy for mail order and specialty.

## **SECTION 4. PAYMENT & COST SHARING**

### **4.1 DEDUCTIBLES**

Every year, members will have to pay some expenses before the Plan starts paying. This is called meeting or satisfying the deductible. The deductible is lower when paid as a Tier 1 benefit. Members must pay all covered expenses until they have spent the deductible amount, unless the Plan specifically says there is no deductible. Then the Plan begins sharing costs with the member.

Once a family member has met their per member deductible, the Plan will begin paying benefits for that member's covered expenses, whether or not the entire family deductible has been met. The deductible amounts, and the amount a member pays after the deductible is met, are shown in Section 3. Services accumulated toward the Tier 1 deductible can be used to satisfy the Tier 2 deductible, and services accumulated toward the Tier 2 deductible can be used to satisfy the Tier 1 deductible. Tier 3 amounts accumulate separately. (If more than one member of a family is covered, each individual member only has to pay their per member deductible until the total family deductible is reached.)

Disallowed charges, prescription medication out-of-pocket expenses, copayments and manufacturer discounts and/or copay assistance programs do not count toward the annual deductible.

If the Plan replaces a group policy of the Group, any deductible amount satisfied under the prior policy during the year will be credited.

Deductibles are added up on a calendar year basis. If the Plan renews on a date other than January 1<sup>st</sup>, members may have to meet some additional deductible after renewal through December 31<sup>st</sup>.

### **4.2 ANNUAL MAXIMUM OUT-OF-POCKET**

The Plan helps protect members from very high medical costs. The out-of-pocket maximum is an upper limit on how much members have to pay for covered charges each year. Once a member has paid the maximum out-of-pocket amount, the Plan will pay 100% of covered services for that member for the rest of the year. If more than one member of a family is covered, the per member maximum applies only until the total family out-of-pocket maximum is reached, even if no single family member has reached the per member maximum. Services accumulated toward the Tier 1 out-of-pocket maximum can be used to satisfy the Tier 2 out-of-pocket maximum. Services accumulated toward the Tier 2 out-of-pocket maximum can be used to satisfy the Tier 1 out-of-pocket maximum. The Tier 3 maximum accumulates separately.

Out-of-pocket costs are added up on a calendar year basis. If the Plan renews on a date other than January 1<sup>st</sup>, members may have to pay more out-of-pocket costs after renewal through December 31<sup>st</sup>.

Payments made by manufacturer discounts and/or copay assistance programs do not count toward the out-of-pocket maximum.

Members are responsible for the following costs (they do not count toward the out-of-pocket maximum and members must pay for them even after the out-of-pocket maximum is met):

- a. Expenses incurred due to brand substitution
- b. Cost containment penalties
- c. Disallowed charges.

### **4.3 PAYMENT**

Moda Health pays covered expenses based on the maximum plan allowance (MPA), which is a contracted fee for Tier 1 and Tier 2 providers. For Tier 3 providers the MPA is an amount established, reviewed, and updated by a national database (see Section 13). Depending upon the Plan provisions, cost sharing may apply.

Except for cost sharing and Plan benefit limitations, Tier 1 and Tier 2 providers agree to look solely to Moda Health, if it is the paying insurer, for compensation of covered services provided to members.

### **4.4 EXTRA-CONTRACTUAL SERVICES**

Extra-contractual services are services or supplies that are not otherwise covered, but which Moda Health believes to be medically necessary, cost effective and beneficial for quality of care. Moda Health works with members and their professional providers to consider effective alternatives to hospitalization and other care to make more efficient use of the Plan's benefits.

After case evaluation and analysis by Moda Health, extra-contractual services will be covered when agreed upon by the member and their professional provider and Moda Health. Any party can provide notification in writing and terminate such services.

The fact that the Plan has paid benefits for extra-contractual services for a member shall not obligate it to pay such benefits for any other member, nor shall it obligate the Plan to pay benefits for continued or additional extra-contractual services for the same member. Extra-contractual benefits paid under this provision will be included in calculating any benefits, limitations or cost sharing under the Plan.

## SECTION 5. NETWORK INFORMATION

Tier 1 benefits apply to services delivered by Tier 1 providers in Municipality of Anchorage, Fairbanks North Star, Haines, Kenai Peninsula, Ketchikan Gateway, Matanuska-Susitna, Petersburg and Municipality of Skagway boroughs, City and Borough of Juneau, City and Borough of Sitka, City and Borough of Wrangell, Hoonah-Angoon Census Area and Prince of Wales-Hyder Census Area; Tier 2 benefits apply to services delivered by Tier 2 providers in Alaska; Tier 3 benefits apply to services delivered by Tier 3 providers. By using a Tier 1 provider, members will receive quality healthcare and will have the highest level of benefits. Services a member receives in a Tier 1 or Tier 2 facility may be provided by physicians, anesthesiologists, radiologists or other professionals who are Tier 3 providers. When a member receives services from these providers, any amounts charged above the MPA may be the member's responsibility. This is called balance billing. Services received outside the state of Alaska are covered at the Tier 1 benefit level for emergency services.

Remember to ask providers to send any lab work or x-rays to a Tier 1 facility for the highest benefits. Members may choose a Tier 1 provider in Pioneer network by using Find Care on the Member Dashboard or a Tier 2 provider in First Choice Health network in Alaska by searching at <https://www.fchn.com/providersearch/moda-ak>. Members can contact Customer Service for assistance. Member ID cards will identify the applicable network.

### 5.1 GENERAL NETWORK INFORMATION

#### 5.1.1 Network and Service Area

Members have access to a primary network, Pioneer, which provides services in Municipality of Anchorage, Fairbanks North Star, Haines, Kenai Peninsula, Ketchikan Gateway, Matanuska-Susitna, Petersburg and Municipality of Skagway boroughs, City and Borough of Juneau, City and Borough of Sitka, City and Borough of Wrangell, Hoonah-Angoon Census Area and Prince of Wales-Hyder Census Area, also known as their service area. Subscribers and dependents who move outside of the service area will lose eligibility on the Plan.

#### Networks

For all members:

- a. Medical network is Pioneer in Municipality of Anchorage, Fairbanks North Star, Haines, Kenai Peninsula, Ketchikan Gateway, Matanuska-Susitna, Petersburg, Municipality of Skagway boroughs, City and Borough of Juneau, City and Borough of Sitka, City and Borough of Wrangell, Hoonah-Angoon Census Area and Prince of Wales-Hyder Census Area. The Plan also provides supplemental network coverage through First Choice in Alaska:
  1. Pioneer (Tier 1): Tier 1 preferred medical providers and facilities and select specialists from First Choice network
  2. First Choice (Tier 2): First Choice providers in Alaska and Connexus
- b. Pharmacy network is Navitus

When there is no reasonable access within 50 miles from the member's residence to a Tier 1 provider, a member can receive services from a Tier 2 provider in Municipality of Anchorage, Fairbanks North Star, Haines, Kenai Peninsula, Ketchikan Gateway, Matanuska-Susitna, Petersburg and Municipality of Skagway boroughs, City and Borough of Juneau, City and Borough of Sitka, City and Borough of Wrangell, Hoonah-Angoon Census Area and Prince of Wales-Hyder

Census Area at the Tier 1 level. If there is a Tier 1 provider available within 50 miles, the service will be paid at the Tier 2 benefit level.

### **5.1.2 Travel Network**

Members traveling outside of Alaska may receive benefits at the Tier 1 level by using a travel network provider for urgent or emergency services. The Tier 1 benefit level only applies to a travel network provider if members are outside the state of Alaska and the travel is not for the purpose of receiving treatment or benefits (medical tourism). The travel network is not available to members who are temporarily living outside the service area.

#### **Travel Network**

Aetna PPO

Members may find a travel network provider by using Find Care on the Member Dashboard, by searching via <https://www.aetna.com/asa> or by contacting Customer Service for assistance.

### **5.1.3 Out-of-Network (Tier 3) Care**

In Alaska, when members choose healthcare providers that are not in Tier 1 or Tier 2, the benefit from the Plan is lower, at the Tier 3 benefit level. In most cases the member must pay the provider all charges at the time of treatment, and then file a claim to be reimbursed the out-of-network benefit. If the provider's charges are more than the maximum plan allowance, the member may be responsible for paying those excess charges.

When there is no reasonable access within 50 miles from the member's residence to a Tier 1 or Tier 2 provider, a member can receive services from a Tier 3 provider in Alaska at the Tier 1 benefit level. If there is a Tier 1 or Tier 2 provider available within 50 miles, the services will be paid at the Tier 3 benefit level.

The Plan does not cover services provided outside of Alaska except for the following:

- a. Emergency services
- b. Coverage through the travel network
- c. Coverage through medical travel support (see section 7.4.20)
- d. Coverage through out-of-state contracted providers
- e. Medically necessary non-emergency services that are prior authorized by Moda Health

These services are covered at the Tier 1 level. Members are responsible for any amount over the maximum plan allowance.

### **5.1.4 Care After Normal Office Hours**

In-network professional providers have an on-call system to provide 24-hour service. Members who need to contact their professional provider after normal office hours should call the provider's regular office number.

## **5.2 USING FIND CARE**

Find Care is Moda Health's online directory of Tier 1 and Tier 2 providers. To search for Tier 1 providers, members can log in to their Member Dashboard account at [modahealth.com](http://modahealth.com) and click on Find Care near the top right of the page. Enter the network name as Pioneer when a network name is required.

Search for a specific provider by name, specialty or type of service, or look in a nearby area using ZIP code or city.

To search for Tier 2 providers, members go to the First Choice website at <https://www.fchn.com/providersearch/moda-ak> and search providers in state of Alaska.

### **5.2.1 Primary Care Providers**

To find a PCP:

- a. Choose the “Primary Care Provider” option under the Specialty drop down menu
- b. Enter ZIP code and Search

The search will bring up a list of PCPs.

### **5.2.2 DME Providers**

Find a preferred DME provider for savings on DME:

- a. Choose the “Durable Medical Equipment” option under the Specialty drop down menu
- b. Enter ZIP code and Search

The search will bring up a list of preferred DME providers. Preferred DME providers have a ribbon icon next to their network name.

## SECTION 6. PRIOR AUTHORIZATION

Prior authorization is used to ensure member safety, encourage appropriate use of services and medications, and support cost effective treatment options for members. Services requiring prior authorization are evaluated using evidence based criteria that align with medical literature, best practice clinical guidelines and guidance from the FDA. Moda Health will authorize medically necessary services, supplies or medications based upon the member's medical condition. Moda Health may encourage members to use a preferred treatment center or provider.

When a professional provider suggests a type of service requiring authorization (see Section 6.1.1) the member should ask the provider to contact Moda Health for prior authorization. Authorization for emergency hospital admissions must be obtained by calling Moda Health within 48 hours of the hospital admission (or as soon as reasonably possible). The hospital, professional provider and member are notified of the outcome of the authorization process by letter.

### 6.1 PRIOR AUTHORIZATION REQUIREMENTS

If a member fails to obtain prior authorization for inpatient, partial hospitalization, urgent care or residential stays, or for outpatient or ambulatory services when authorization is required, a penalty of 50% up to a maximum deduction of \$2,500 per occurrence will be applied to covered charges before regular plan benefits are computed. The member will be responsible for any charges not covered because of noncompliance with authorization requirements.

The prior authorization penalty does not count toward the Plan's deductible or out-of-pocket maximum. The penalty will not apply in the case of an emergency admission.

A prior authorization for a covered service or supply on the basis of medical necessity will not be retroactively denied unless the prior authorization is based on materially incomplete or inaccurate information provided by or on behalf of the provider.

#### 6.1.1 Services Requiring Prior Authorization

Many of the following types of services may require prior authorization.

- a. Inpatient services and residential programs
- b. Outpatient services
- c. Rehabilitation including occupational therapy, physical therapy and speech therapy
- d. Spinal manipulations or acupuncture services or massage therapy
- e. Diagnostic services, including imaging services
- f. Infusion therapy
- g. Medications
- h. Medically necessary non-emergency services outside of the state of Alaska

A full list of services and supplies that must be prior authorized is on the Moda Health website. This list is updated from time to time, and members should ask their provider to check to see if a service or supply requires authorization. A member may obtain authorization information by contacting Customer Service. For mental health or substance use disorder services, contact Behavioral Health Customer Service.

### **6.1.2 Prior Authorization Limitations**

Prior authorization may limit the services that will be covered. Some limits that may apply are:

- a. An authorization is valid for a set period of time. Authorized services received outside of that time may not be covered
- b. The treatment, services or supplies/medications that will be covered may be limited
- c. The number, amount or frequency of a service or supply may be limited
- d. The authorization may be specific to a certain provider. For some treatments, travel expenses may be covered.

Any limits or requirements that apply to authorized services will be described in the authorization letter that is sent to the provider and member. Members who are working with a Care Coordinator or Case Manager (see section 2.4) can also get help understanding how to access their authorized treatment from them.

### **6.1.3 Second Opinion**

Moda Health may recommend an independent consultation to confirm that non-emergency treatment is medically necessary. The Plan pays the full cost of the second opinion with any deductible waived.

If a member chooses to get a second opinion, it will be paid under the regular medical benefits. The member will have to pay any deductible and other cost sharing that applies.

## **SECTION 7. BENEFIT DESCRIPTION**

The Plan covers services and supplies described in this handbook when they are medically necessary to diagnose and/or treat a medical condition, or are certain preventive services. The details of the different types of benefits and the conditions, limitations and exclusions are described in the following sections. An explanation of important terms is in Section 13.

Payment of covered expenses is always limited to the maximum plan allowance. Some benefits have day or dollar limits, which are noted in the “Details” column in the Schedule of Benefits (Section 3).

Many services must be prior authorized (see section 6.1). A complete list is available on the Member Dashboard or by contacting Customer Service. Failure to obtain required prior authorization will result in denial of benefits or a penalty. Services outside of any limitations in the authorization may also be denied.

### **7.1 WHEN BENEFITS ARE AVAILABLE**

The Plan only pays claims for covered services obtained when a member’s coverage is in effect. Coverage is in effect when the member:

- a. Is eligible to be covered according to the eligibility provisions of the Plan
- b. Has applied for coverage and has been accepted
- c. The Group has paid the member’s premiums on time for the current month

Benefits are only payable after the service or supply has been provided. If an exclusion or limit applies, benefits may not be paid.

If a member is in the hospital or any other facility, including a skilled nursing facility, on the day coverage ends, Moda Health will only pay for those covered services and supplies provided before coverage ends.

Care received outside of the United States is only covered for an urgent or emergency medical condition.

### **7.2 URGENT & EMERGENCY CARE**

Emergency services will be covered at the Tier 1 benefit level. Information on how members can send a claim to Moda Health when the provider does not send a claim form on their behalf is found in Section 11.1 .

#### **7.2.1 Ambulance Transportation**

Licensed surface (ground or water) and air ambulance transportation is covered for a limited number of trips per year for medically necessary transport to the nearest facility that has the capability to provide the necessary treatment. Medically necessary services and supplies provided by the ambulance are also covered. This benefit only covers the member that requires transportation. Tier 3 ground ambulance providers may bill members for charges over the maximum plan allowance.

Services provided by a stretcher car, wheelchair car or other similar methods are not covered. These services are considered custodial.

### **7.2.2 Commercial Transportation to Obtain Care**

Coverage at the Tier 1 level and limited to one-way air or surface transportation services in the state of Alaska provided by a licensed commercial carrier for a member only, when transportation is for a sudden, life-endangering medical condition that results in a hospital admission. The trip must begin at the location in Alaska where the member became ill or injured and end at the location of the nearest hospital equipped to provide treatment not available in a local facility.

### **7.2.3 Medical Transportation**

Limited to medically necessary round-trip air transportation services provided by a licensed commercial carrier for a member only. Transportation for a registered nurse or doctor may also be covered if medically necessary. A parent or legal guardian may accompany a member under the age of 18 who requires medically necessary air travel.

Travel is covered only to the nearest facility equipped to provide treatment not available in a local facility. This benefit is limited to a maximum of 2 round-trip tickets per member per year.

This benefit covers travel for:

- a. one initial visit and one follow-up visit for therapeutic treatment
- b. one visit for pre- or postnatal care and one visit for actual delivery
- c. one pre- or post surgical visit and one visit for the actual surgery
- d. one visit for each allergic condition

Prior authorization is required. Written certification from the attending physician must be submitted and travel must be approved in advance of the trip. Reimbursement is limited to the cost of commercial air fare based on the lowest fare available at the time of the reservation. Flight reservations should be made as far in advance as possible. Expenses or fees beyond the cost of the airline ticket are not covered.

### **7.2.4 Emergency Room Care**

Members are covered for treatment of emergency medical conditions (as defined in Section 13) worldwide. A member who believes they have a medical emergency should call 9-1-1 or seek care from the nearest appropriate provider.

Medically necessary emergency room care is covered. The emergency room benefit is for services billed by the facility. This may include supplies, labs, x-rays and other charges. Professional fees such as the emergency room physician, or reading an x-ray/lab result that are billed separately are paid under inpatient or outpatient benefits.

All claims for emergency services (as defined in Section 13) will be paid at the Tier 1 benefit level. Using a Tier 1 or Tier 2 emergency room does not guarantee that all providers working in the emergency room and/or hospital are also Tier 1 or Tier 2 providers. Tier 3 providers cannot balance bill members except when permitted by law.

If a covered hospitalization immediately follows emergency services, emergency room facility copayments will be waived. All other applicable cost sharing remains in effect. Out-of-pocket costs for emergency services will count toward the in-network out-of-pocket maximum.

Prior authorization is not needed for emergency medical screening exams or treatment to stabilize an emergency medical condition.

If a member's condition requires hospitalization in a Tier 3 facility or a facility outside of Alaska, the treating or attending physician will monitor the condition and determine when the transfer to a Tier 1 facility can be made. The Plan will stop paying the Tier 1 benefits for care at the Tier 3 facility beyond the date it is determined the member can be safely transferred.

The Tier 1 benefit level is not available if a member goes to a Tier 3 hospital or a hospital outside of Alaska for care that is not emergency medical care. The following are some examples of services that are not for treatment of emergency medical conditions:

- a. Urgent care or immediate care visits
- b. Care of chronic conditions, including diagnostic services
- c. Preventive services
- d. Elective surgery and/or hospitalization
- e. Outpatient office visits and related services for a medical or mental health condition

Members should not go to an emergency room for these types of services.

### **7.2.5 Urgent Care**

Short-term medical care provided by an urgent care facility for minor but urgent medical conditions that is not a significant threat to life or health at the time the services are rendered is covered. The member must be actually examined by a professional provider.

An urgent care facility is an office or clinic distinct from a hospital emergency room. Its purpose is to diagnose and treat illness or injury for patients without an appointment who are seeking immediate medical attention.

**Note:** Most walk-in or same-day clinics and immediate care facilities do not bill as urgent care facilities. Visits at walk-in clinics and immediate care facilities are covered under the office visit benefit (section 7.4.25). Services will not be paid under the urgent care benefit unless the facility bills as an urgent care facility.

## **7.3 PREVENTIVE SERVICES**

Under the Affordable Care Act (ACA), certain services are covered at no cost to the member when performed by a Tier 1 provider. Tier 2 preventive services are also covered at no cost sharing (see Section 3 for benefits paid at the Tier 3 level). Moda Health may use reasonable medical management techniques to determine the most medically appropriate cost effective option that is covered at no cost, as permitted by the ACA. This means that some services listed in section 7.3 below may be subject to member cost sharing:

- a. Evidence-based services rated A or B by the United States Preventive Services Taskforce
- b. Immunizations recommended by the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention (ACIP)
- c. Preventive care and screenings recommended by the Health Resources and Services Administration (HRSA) for infants, children, adolescents ([www.aap.org/en-us/Documents/periodicity\\_schedule.pdf](http://www.aap.org/en-us/Documents/periodicity_schedule.pdf)), and women ([www.hrsa.gov/womensguidelines/](http://www.hrsa.gov/womensguidelines/))

If one of these organizations makes a new or updated recommendation, it may be up to one year before the related services are covered at no cost sharing.

Preventive services that meet the frequency and age limits in the ACA guidelines are covered.

Members may call Customer Service to verify if a preventive service is covered at no cost sharing or visit the Moda Health website for a list of preventive services covered at no cost sharing as required by the ACA. Other preventive services have member cost sharing when not prohibited by federal law.

Some commonly used preventive services covered by the Plan are:

### **7.3.1 Colorectal Cancer Screening**

One of the following services, including related charges, for members age 45 and over:

- a. Colonoscopy, including polyp removal, and pre-surgical exam or consultation every 10 years
- b. Take-home package for fecal occult blood test (FOBT) or fecal immunochemical test (FIT) every year
- c. Fecal DNA test every 3 years
- d. CT colonoscopy or flexible sigmoidoscopy and pre-surgical exam or consultation every 5 years
- e. Double contrast barium enema every 5 years
- f. Flexible sigmoidoscopy every 10 years plus FIT every year

If a member has a positive result on a screening recommended by the USPSTF and covered under the preventive benefit, one follow-up colonoscopy will be covered under the preventive benefit.

Anesthesia that is determined to be medically necessary by the attending provider for colorectal cancer screening is covered under the preventive benefit. If the anesthesia is determined not medically necessary by the attending provider, it is not covered.

Colorectal cancer screening is covered at the medical benefit level if it is not performed for preventive purposes (e.g., screening is for diagnostic reasons or to check symptoms). For members who are at high risk for colorectal cancer with a family medical history of colorectal cancer, a prior occurrence of cancer or precursor neoplastic polyps, a prior occurrence of a chronic digestive disease condition such as inflammatory bowel disease, Crohn's disease or ulcerative colitis, or other predisposing factors, colorectal cancer screening exams and laboratory tests are covered as recommended by the treating professional provider and are paid at the medical benefit level if outside the preventive screening age and frequency limits.

### **7.3.2 Contraception**

All FDA approved contraceptive methods, including sterilization with counseling, and related office visits, are covered when prescribed by a professional provider. Contraception other than vasectomy, when delivered by a Tier 1 or Tier 2 provider and using the most medically appropriate cost effective option (i.e., generic instead of brand name), will be covered with no cost sharing. Surgery to reverse elective sterilization (vasectomy or tubal ligation) is not covered.

### **7.3.3 Immunizations**

The Plan covers routine immunizations, limited to those recommended by the ACIP. Immunizations only for travel or to prevent illness that may be caused by a work environment are not covered, except as required under the Affordable Care Act.

#### **7.3.4 Pediatric Screenings**

At the frequency and age recommended by HRSA or USPSTF, or required by the state of Alaska, including:

- a. An initial newborn or infant hearing screening performed by a professional provider within 30 days after the child's birth. If the initial screening determines that the child may have a hearing impairment, additional diagnostic hearing tests up to age 24 months are covered.
- b. Routine vision screening to detect amblyopia, strabismus and defects in visual sharpness in children age 3 to 5.
- c. Developmental and behavioral health screenings.

#### **7.3.5 Preventive Health Exams**

Covered according to the following schedule:

- i. Newborn: One hospital visit
- ii. Age 2 to 4: 3 exams
- iii. Age 5 and above: One exam every year

A preventive exam is a scheduled medical evaluation of a member that focuses on preventive care and is not problem focused. It includes appropriate history, physical examination, review of risk factors with plans to reduce them, and ordering of appropriate immunizations, screening laboratory tests and other diagnostic procedures.

Routine diagnostic x-ray and lab work related to a preventive health exam that is not required by the ACA is subject to the standard cost sharing.

#### **7.3.6 Prostate Rectal Exam & Prostate Specific Antigen (PSA) Test**

Cost sharing applies to prostate rectal exam and PSA test. For members age 40 and over, one rectal exam and one PSA test is covered every year. The Plan also covers one rectal exam and one PSA test every year for members between the ages of 35 and 40 who are African-American or have a family history of prostate cancer.

#### **7.3.7 Well Baby Exams**

Periodic health exams during a baby's first 24 months of life. Covered well-baby exams must be performed by a professional provider including a physician, a health aide, a nurse or a physician assistant. A well-baby exam includes a physical exam and consultation between the professional provider and a parent.

Routine diagnostic x-ray and lab work related to a well-baby exam are also covered and are subject to the standard cost sharing.

#### **7.3.8 Women's Healthcare**

Preventive women's healthcare visits, including one pelvic and breast exam and one Pap test each year. Mammograms are limited to one between the ages of 35 and 39, and one per year age 40 and older.

Pap tests and breast exams, and mammograms for the screening or diagnosis in symptomatic or designated high risk women, are also covered when deemed necessary by a professional provider. These services are covered under the office visit, x-ray or lab test benefit level if not performed within the Plan's age and frequency limits for preventive screening.

## 7.4 GENERAL TREATMENT SERVICES

All services must be medically necessary. Many outpatient services must be prior authorized. All nonemergency inpatient and residential care must be prior authorized. Failure to obtain required prior authorization will result in denial of benefits or a penalty. See section 6.1.1. for more information about prior authorization.

### 7.4.1 Acupuncture

Covered up to an annual visit limit. Services such as office visits or diagnostic services are not covered under this benefit. They are subject to the Plan's standard benefit for those services. Office visits by acupuncturists are specialist office visits. Acupuncture services must be prior authorized as medically necessary.

### 7.4.2 Anticancer Medication

Prescribed anticancer medications, including oral, intravenous (IV) or injected medications, are covered. Most anticancer medications need to be prior authorized and have specific benefit limitations. Specialty anticancer medications require delivery by a Moda-designated specialty pharmacy (see section 7.6.4). For some anticancer medications, members may have to enroll in programs to help make sure the medication is use properly and/or lower the cost of the medication. More information is available on the Member Dashboard or by contacting Customer Service.

### 7.4.3 Applied Behavior Analysis (ABA)

Applied Behavior Analysis (ABA) means a structured treatment program using behavioral principles to help children with autism spectrum disorder develop or maintain appropriate skills and behaviors. ABA is provided or supervised by certified or licensed behavior analysts.

ABA for autism spectrum disorder and the management of care provided in the member's home, a licensed health care facility or other setting as approved by Moda Health is covered. Services must be medically necessary and prior authorized, and the provider must submit an individualized treatment plan.

Coverage for applied behavior analysis does not include:

- a. Services provided by a family or household member
- b. Custodial or respite care, equine assisted therapy, creative arts therapy, wilderness or adventure camps, telemedicine, music therapy, neurofeedback, chelation or hyperbaric chamber
- c. Services provided under an individual education plan (IEP) to comply with the Individuals with Disabilities Education Act
- d. Services provided by the Department of Health and Social Services, other than employee benefit plans offered by the department

### 7.4.4 Biofeedback

Services are only covered to treat tension or migraine headaches. Covered visits are subject to a lifetime limit.

#### **7.4.5 Clinical Trials**

Usual care costs for the care of a member enrolled in an approved clinical trial as defined in federal or state laws related to cancer or other life-threatening conditions, including leukemia, lymphoma, and bone marrow stem cell disorders are covered. Such costs will be subject to the same cost sharing that would apply if provided in the absence of a clinical trial.

Clinical trials are covered only if the member's treating physician determines that there is no clear superior noninvestigational treatment alternative, and available clinical or preclinical data provide a reasonable expectation that the treatment provided in the clinical trial will be at least as effective as any noninvestigational alternative.

The following costs are covered:

- a. Prevention, diagnosis, treatment and palliative care of a qualified medical condition
- b. Medical care for an approved clinical trial that would otherwise be covered under the Plan if the medical care were not in connection with an approved clinical trial
- c. Items or services necessary to provide an investigational item or service
- d. Diagnosis or treatment of complications
- e. A drug or device approved by the United States Food and Drug Administration (FDA) without regard to whether the FDA approved the drug or device for use in treating a member's particular condition, but only to the extent that the drug or device is not paid for by the manufacturer, distributor, or provider of the drug or device
- f. Services necessary to administer a drug or device under evaluation in the clinical trial
- g. Transportation for the member and one caregiver that is primarily for and essential to the medical care

The Plan does not cover:

- a. A drug or device associated with the clinical trial that has not been approved by the FDA
- b. Housing, companion expenses, or other nonclinical expenses associated with the clinical trial
- c. An item or service provided only for data collection and analysis and not used in the clinical management of the member
- d. An item or service excluded from coverage in Section 8
- e. An item or service paid for or customarily paid for through grants or other funding

Participation in a clinical trial must be prior authorized by Moda Health.

#### **7.4.6 Cochlear Implants**

Covered when medically necessary and prior authorized.

#### **7.4.7 Dental Injury**

Dental services are not covered, except to treat an accidental injury to natural teeth. Natural teeth are teeth which grew in the mouth. All of the following are required to qualify for coverage:

- a. The accidental injury must have been caused by a foreign object or was caused by acute trauma (e.g., a broken tooth resulting from biting or chewing food is not an accidental injury)
- b. Diagnosis is made within 6 months of the date of injury
- c. Treatment must begin within 12 months of the date of injury
- d. Treatment is medically necessary and is provided by a physician or dentist while the member is enrolled in the Plan

- e. Treatment is limited to that which will restore teeth to a functional state

Implants and implant related services under this provision are subject to a per member lifetime maximum benefit.

#### **7.4.8 Diabetes Services**

Insulin and diabetic supplies including insulin syringes, needles and lancets, test strips, glucometers and continuous glucose monitors are covered under the pharmacy benefit (section 7.6), when purchased from a pharmacy with a valid prescription and using a preferred manufacturer (see the preferred drug list on the Member Dashboard). Insulin pumps may also be covered under the DME benefit (section 7.4.10) if not obtained from a pharmacy.

Covered medical services for diabetes screening and management include:

- a. HbA1c lab test
- b. Checking for kidney disease
- c. An annual dilated eye exam or retinal imaging, including one by an optometrist or ophthalmologist
- d. Outpatient self-management training or education
- e. Medical nutrition therapy when prescribed by a professional provider for the treatment of diabetes

#### **7.4.9 Diagnostic Procedures**

Services must be for treatment of a medical or mental health condition.

Diagnostic services include:

- a. X-rays and laboratory tests
- b. Standard and advanced imaging procedures
- c. Psychological and neuropsychological testing
- d. Other diagnostic procedures

Most advanced imaging services must be prior authorized (see Section 6.1.1). This includes radiology (such as MR procedures like MRI and MRA, CT, PET and nuclear medicine) and cardiac imaging.

A full list of diagnostic procedures that must be prior authorized is available on the Moda Health website or by contacting Customer Service.

#### **7.4.10 Durable Medical Equipment (DME), Supplies & Appliances**

Equipment and related supplies that help members manage a medical condition. DME is typically for home use and is designed for repeated use.

Some examples of DME, supplies and appliances are:

- a. CPAP for sleep apnea
- b. Glasses or contact lenses for the diagnosis of aphakia or keratoconus
- c. Medical vision hardware for treatment of corneal ulcer, bullous keratopathy, recurrent erosion of cornea, tear film insufficiency, aphakia, Sjogren's disease, congenital cataract, corneal abrasion and keratoconus.
- d. Insulin pumps
- e. Hospital beds and accessories

- f. Intraocular lens within 90 days of cataract surgery
- g. Light boxes or light wands only when treatment is not available at a provider's office
- h. Orthotics, orthopedic braces, orthopedic shoes to restore or maintain the ability to do day to day activities or essential job-related activities. If needed correction or support is accomplished by modifying a mass-produced shoe, then the covered expense is limited to the cost of the modification.
- i. Oxygen and oxygen supplies
- j. Prosthetics
- k. Wheelchair or scooter (including maintenance expenses). One wheelchair is covered per year under age 19 and every 3 years age 19+. Purchase or maintenance expenses of a wheelchair (including scooters) is subject to a coverage limit.

Diabetic supplies, other than insulin pumps and related supplies, are only covered when purchased from a pharmacy with a valid prescription and using a preferred manufacturer (see section 7.6 for coverage under Pharmacy benefit.)

The Plan covers the rental charge for DME. For most DME, the rental charge is covered up to the purchase price. Members can work with their providers to order their prescribed DME. Members may contact Customer Service for help finding a Tier 1 DME provider.

Moda Health encourages the use of a preferred DME provider. Using a preferred DME provider may help members save money. Find a preferred provider using Find Care on the Member Dashboard (see section 5.2.2). A member can change a recurring prescription or automated billing to a preferred DME provider by contacting their current provider and the preferred DME provider to request the change.

All supplies, appliances and DME must be medically necessary. Some require prior authorization (see section 6.1.1). A full list of medical equipment requiring prior authorization is available on the Moda Health website or by contacting Customer Service. Replacement or repair is only covered if the appliance, prosthetic, equipment or DME was not abused, was not used beyond its specifications and not used in a way that voids its warranty. Upon request, members must authorize any supplier furnishing DME to provide information about the equipment order and any other records Moda Health requires to approve a claim payment.

### **Exclusions**

In addition to the exclusions listed in Section 8, the Plan will not cover the following appliances and equipment, even if they relate to a condition that is otherwise covered by the Plan:

- a. Those used primarily for comfort, convenience, or cosmetic purposes
- b. Wigs and toupees
- c. Those used for education or environmental control (examples under Personal Items in Section 8)
- d. Dental appliances and braces
- e. Therapeutic devices, except for transcutaneous nerve stimulators (TENS unit)
- f. Incontinence supplies
- g. Supporting devices such as corsets or compression/therapeutic stockings, except when such devices are medically necessary
- h. Testicular prostheses
- i. Hearing aids except as otherwise covered under the Plan

Moda Health is not liable for any claim for damages connected with medical conditions arising out of the use of any DME or due to recalled surgically implanted devices or to complications of

such devices covered by manufacturer warranty.

#### **7.4.11 Electronic Visits**

An electronic visit (e-visit) is a structured, secure online consultation between the professional provider and the member. The Plan covers e-visits when the member has previously been treated in the professional provider's office and is established as a patient, and the e-visit is medically necessary for a covered condition.

#### **7.4.12 Gender Confirming Services**

Expenses for gender confirming treatment are covered when the following conditions are met:

- a. Procedures must be performed by a qualified professional provider
- b. Prior authorization is required for surgical procedures
- c. Treatment plan must meet medical necessity criteria

Covered services may include:

- a. Mental health
- b. Hormone therapy (including puberty suppression therapy for adolescents)
- c. Surgical procedures (see section 7.4.34):
  - i. Breast/chest surgery
  - ii. Gonadectomy (hysterectomy/oophorectomy or orchiectomy)
  - iii. Reconstruction of the genitalia
  - iv. Gender confirming facial surgery

#### **7.4.13 Home Healthcare**

Home healthcare services and supplies are covered when provided by a home healthcare agency for a member who is homebound. Homebound means that the member's condition creates a general inability to leave home. If the member does leave home, the absences must be infrequent, for short times, and mainly to get medical treatment. A home healthcare agency is a licensed public or private agency that specializes in providing skilled nursing and other therapeutic services, such as physical therapy, in a member's home.

The home healthcare benefit consists of medically necessary intermittent home healthcare visits. Home healthcare services must be ordered by a physician and be provided by and require the training and skills of one of the following professional providers:

- a. Registered or licensed practical nurse
- b. Physical, occupational, speech, or respiratory therapist
- c. Licensed social worker

Home health aides do not qualify as a home health service provider.

This benefit does not include home healthcare, home care services, or supplies provided as part of a hospice treatment plan. These are covered under section 7.4.10 and section 7.4.14.

Home health visits are subject to an annual limit and a 2-visit maximum allowed in any one day for the services of a registered or licensed practical nurse. All other types of home healthcare providers are limited to one visit per day.

#### **7.4.14 Hospice Care**

A hospice is a private or public hospice agency or organization approved by Medicare or licensed or certified by the state it operates in.

A home health aide is an employee of a hospice who provides intermittent custodial care under the supervision of a registered nurse, physical therapist, occupational therapist or speech therapist.

The hospice treatment plan is a written plan of care established and periodically reviewed by a member's attending physician. The physician must certify in the plan that the member is terminally ill and the plan must describe the services and supplies for medically necessary or palliative care to be provided by the hospice.

The Plan covers the services and supplies listed below when included in a hospice treatment plan. Services must be for intermittent medically necessary or palliative care provided by a hospice agency to a member who is terminally ill and not seeking further curative treatment.

#### **Hospice Home Care**

Covered charges for hospice home care include services by any of the following:

- i. Registered or licensed practical nurse
- ii. Physical, occupational or speech therapist
- iii. Certified respiratory therapist
- iv. Home health aide
- v. Licensed social worker

#### **Hospice Inpatient Care**

The Plan covers short-term hospice inpatient services and supplies for a limited number of days.

#### **Respite Care**

Respite Care is care for a period of time to give full-time caregivers relief from living with and caring for a member in hospice. The Plan covers respite care provided to a member who requires continuous assistance when arranged by the attending professional provider and prior authorized. Benefits are provided for a limited number of hours of covered hospice care in a 3-month period for services provided in the most appropriate setting. The services and charges of a non-professional provider may be covered for respite care if Moda Health approves in advance. Providing care to allow a caregiver to return to work does not qualify as respite care.

#### **Exclusions**

In addition to exclusions listed in Section 8, the following are not covered:

- i. Hospice services provided to other than the terminally ill member, including bereavement counseling for family members
- ii. Services and supplies not included in the hospice treatment plan or not specifically listed as a hospice benefit

#### **7.4.15 Hospital Care**

Inpatient care will only be covered when it is medically necessary. Covered expenses for hospital care are:

- a. **Hospital room.**
- b. **Isolation care.** When it is medically necessary, based on generally recognized medical standards, to protect a member from contracting the illness of another person or to protect other patients from contracting the illness of a member
- c. **Intensive care unit.**
- d. **Facility charges** for surgery performed in a hospital outpatient department
- e. **Other hospital services and supplies** when medically necessary for treatment and ordinarily provided by a hospital
- f. **Take home prescription drugs** are limited to a 3-day supply at the same benefit level as hospitalization.

A hospital is a facility that is licensed to provide surgical, medical and psychiatric care. Services must be supervised by licensed physicians. There is 24-hour-a-day nursing service by licensed registered nurses. Care in facilities operated by the federal government that are not considered hospitals is covered when benefit payment is required by law.

#### **7.4.16 Hospital Visits**

A visit means the member is actually examined by the professional provider. Covered expenses include consultations with written reports and second opinion consultations.

#### **7.4.17 Infusion Therapy**

The Plan covers the following medically necessary infusion therapy services and supplies.

- a. solutions, medications, and pharmaceutical additives
- b. pharmacy compounding and dispensing services
- c. durable medical equipment (DME) for the infusion therapy
- d. ancillary medical supplies
- e. nursing services
- f. collection, analysis, and reporting of the results of laboratory testing services required to monitor response to therapy

Prior authorization by a professional provider is required for infusion therapy. Members may have the option to choose a preferred medication supplier for some medications. Preferred medication suppliers have agreed to the lower contracted rates and may help members save money. See section 7.6.5 for self-administered infusion therapy. Some services and supplies are not covered if they are billed separately. They are considered included in the cost of other billed charges.

#### **7.4.18 Kidney Dialysis**

Covered expenses include:

- a. Treatment planning
- b. Professional services for administration and supervision
- c. Treatments, including therapist, facility and equipment charges

#### **7.4.19 Massage Therapy**

Covered up to an annual visit limit. Massage therapy does not include other services such as manual therapy. They are subject to the Plan's standard benefit for those services. Massage therapy must be prior authorized.

#### **7.4.20 Medical Travel Support**

The Plan covers some surgical procedures at the cost share in Section 3 when they are provided at a preferred facility, which may include:

Through Surgery Care:

- orthopedic
- cardiac
- vascular
- general surgery
- spine
- neurologic
- women's health

Members who have upcoming medical procedures can call Moda Health at 800-592-8283 to start the process. A Care Coordinator will review the proposed procedures and determine if it is eligible to get care in a preferred facility. Once eligibility is established, members can select a preferred provider and facility. The Care Coordinator will then coordinate with members' providers in both locations to set up the treatment plan.

The Plan also covers coach airfare, ground transportation and lodging necessary for the member and one companion for traveling to get care. Members eligible for care in a preferred facility can contact the Care Coordinator to arrange for transportation and lodging. Transportation and lodging costs will be reimbursed at the current IRS travel mileage and lodging guidelines on the date the expenses were incurred. For medical travel, if members follow the travel arrangement made by the Plan, the Plan covers the travel expenses and there is no cost to the members. Medical travel support coverage does not include any additional expenses such as food or toiletry.

If medical travel support was approved, scheduled and paid by the Plan but members decided not to proceed with the medical procedure for reasons other than medical necessity, members are responsible for the entire cost of the unused airfare, ground transportation and lodging expenses.

#### **7.4.21 Medication Administered by Provider, Treatment/Infusion Center or Home Infusion**

A medication that must be given in a professional provider's office, treatment or infusion center or home infusion is covered at the same benefit level as supplies and appliances (see Section 3).

Members may have the option to choose a preferred medication supplier for some medications. Preferred medication suppliers have agreed to the best contracted rates and may help members save money. Find a preferred provider by contacting Pharmacy Customer Service.

For some medications, members are encouraged to use a preferred treatment center. The treatment program may include office visits, testing, a stay at the treatment center and the medication. Sometimes travel expenses may be included. Treatment must be prior authorized (see section 6.1).

See 7.4.17 for more information about infusion therapy. Self-administered medications are not covered under this benefit (see section 7.6.5). See Section 7.6 for pharmacy benefits.

#### **7.4.22 Mental Health**

The following services by a mental health provider are covered:

- a. Office or home visits, including psychotherapy
- b. Intensive outpatient programs
- c. Case management, skills training, wrap-around services and crisis intervention
- d. Transcranial magnetic stimulation (TMS) and electroconvulsive therapy
- e. Partial hospitalization, inpatient and residential mental health care

Intensive outpatient treatment and TMS must be prior authorized.

Intensive outpatient services more intensive than routine outpatient and less intensive than a partial hospital program. Mental health intensive outpatient is 3 or more hours per week of direct treatment.

A partial hospital program is an appropriately licensed mental health facility providing no less than 4 hours of direct, structured treatment services per day. Programs provide 20 or more hours of direct treatment per week. Partial hospital programs do not provide overnight 24-hour per day care.

A residential program is a program or facility providing an organized full-day or part-day program of treatment. Residential programs provide overnight 24-hour per day care and include programs to treat mental health conditions. Residential program does not include any program that provides less than 4 hours per day of direct treatment services. A residential program or facility must be state-licensed for services to be covered.

#### **7.4.23 Nonprescription Enteral Formula for Home Use**

The Plan covers nonprescription elemental enteral formula for home use. The formula must be medically necessary and ordered by a physician for the treatment of severe intestinal malabsorption and must comprise the sole source, or an essential source, of nutrition.

#### **7.4.24 Nutritional Therapy**

Nutritional therapy for eating disorders is covered when medically necessary. Authorization is required after the first five visits. Preventive nutritional therapy that may be required under the Affordable Care Act is covered under the preventive care benefit.

#### **7.4.25 Office or Home Visits**

A "visit" means the member is actually examined by a professional provider. Covered expenses include naturopath office visits, consultations with written reports, and second opinion surgery consultations.

The Plan will pay the covered expenses of the first 3 PCP home and office visits and virtual care visits per year at no cost sharing for members age 19 and older if the service is performed by a Tier 1 provider. Subsequent visits will be subject to the standard cost sharing. For members under age 19, PCP home and office visits and virtual care visits are covered at no cost sharing if the visit is performed by a Tier 1 provider. If any of the visits is performed by a Tier 2 or Tier 3 provider, the Plan will pay at the regular Tier 2 or Tier 3 reimbursement rate. Specialist, urgent care and visits for physical, occupational or speech therapy, spinal manipulation, acupuncture, massage

therapy, prostate rectal exam, mental health, substance use disorder and autism behavioral analysis are covered under other plan provisions.

The benefit must be by Tier 1 providers of the following types:

- a. General practitioners
- b. Family practitioners
- c. Internal medicine practitioners
- d. Pediatricians
- e. Nurse practitioners
- f. OB/GYN practitioners
- g. Physician assistant practitioners
- h. Naturopathic practitioners
- i. Geriatric practitioners

#### **7.4.26 Phenylketonuria**

The Plan covers the formulas necessary for the treatment of phenylketonuria.

#### **7.4.27 Podiatry Services**

Covered to diagnose and treat a specific current problem. Routine podiatry services are not covered.

#### **7.4.28 Pre-admission Testing**

Preadmission testing is covered when ordered by a professional provider.

#### **7.4.29 Inpatient Rehabilitative & Chronic Pain Care**

To be a covered expense, rehabilitative services must begin within one year of the onset of the condition from which the need for services arises and must be a medically necessary part of a physician's formal written program to improve and restore lost function as a result of a medical condition.

Covered rehabilitative care expenses for inpatient services delivered in a hospital or other inpatient facility that specializes in such care are subject to an annual limit, except for treatment of autism spectrum disorders. Additional days may be available for treatment required following head or spinal cord injury, subject to medical necessity and prior authorization.

Services to treat intractable or chronic pain are subject to the annual limit. Benefits are not provided for both chronic pain care and neurodevelopmental therapy for the same condition.

For members under age 7, or with autism spectrum disorders, neurodevelopmental therapy to restore and improve function and maintenance therapy to prevent significant deterioration in the member's condition or function are covered.

#### **7.4.30 Outpatient Rehabilitation**

Rehabilitative services are physical, occupational, or speech therapies necessary to restore or improve lost function caused by a medical condition. Rehabilitative services for a member who is not confined in a hospital are subject to an annual limit, which may be increased if rehabilitative services are required following head or spinal cord injury or for autism spectrum disorders. However, to receive this additional benefit, prior authorization must be obtained before the initial sessions have been exhausted. A session is one visit. No more than one session of each type of physical, occupational, or speech therapy is covered in one day. Medically necessary outpatient services for mental health and substance use disorder are not subject to these limits.

Outpatient rehabilitative services are short term in nature with the expectation that the member's condition will improve significantly in a reasonable and generally predictable period of time. Therapy performed to maintain a current level of functioning without documentation of significant improvement is considered maintenance therapy and is not covered except for autism spectrum disorders. Maintenance programs that prevent regression of a condition or function are not covered. This benefit does not cover recreational or educational therapy, educational testing or training, non-medical self-help or training, services related to treatment, testing or training for learning disabilities, hippotherapy (horse therapy), or treatment of mental illness.

#### **7.4.31 Skilled Nursing Facility Care**

A skilled nursing facility is licensed to provide inpatient care under the supervision of a medical staff or a medical director. It provides rehabilitative services and 24-hour-a-day nursing services by registered nurses.

A limited number of days are covered as shown in Section 3. Covered expenses are limited to the daily service rate for a semi-private hospital room.

#### **Exclusions**

The following skilled nursing facility charges are not covered:

- a. If the member was admitted before they were enrolled in the Plan
- b. If the care is mainly for:
  - i. Cognitive decline
  - ii. Dementia, including Alzheimer's disease
- c. Routine nursing care
- d. Non-medical self-help or training
- e. Personal hygiene or custodial care

#### **7.4.32 Spinal & Other Manipulations**

Covered up to an annual visit limit for treatment of a medical condition. Services such as office visits, lab and diagnostic x-rays and physical therapy services are not covered under this benefit. They are subject to the Plan's standard benefit for those services. Office visits by chiropractors are specialist office visits. Spinal manipulations must be prior authorized.

#### **7.4.33 Substance Use Disorder Services**

Substance Use Disorder (including alcoholism) is a substance-related disorder, as defined by the current edition of the Diagnostic and Statistical Manual of Mental Disorders, except for those related to foods, tobacco or tobacco products. Services to assess and treat substance use disorder are covered.

Outpatient treatment programs are programs that provide an organized outpatient course of treatment, with services by appointment, for substance-related disorders. An outpatient treatment program must be state-licensed for services to be covered.

Intensive outpatient services are more intensive than routine outpatient and less intensive than a partial hospital program. Substance use disorder intensive outpatient is 9 -19 hours per week for adults or 6-19 hours per week for adolescents.

A partial hospital program is an appropriately licensed substance use disorder facility providing no less than 4 hours of direct, structured treatment services per day. Programs provide 20 or

more hours of direct treatment per week. Partial hospital programs do not provide overnight 24-hour per day care.

A residential program is a program or facility providing an organized full-day or part-day program of treatment. Residential programs provide overnight 24-hour per day care and include programs to treat substance use disorder. Residential program does not include any program that provides less than 4 hours per day of direct treatment services. A residential program or facility must be state-licensed for services to be covered.

Room and treatment services for substance use detoxification by a state-licensed treatment program are covered.

#### **7.4.34 Surgery**

Surgery (operations and cutting procedures), including treating broken bones, dislocations and burns, is covered. Operating rooms and recovery rooms, surgical supplies and other services ordinarily provided by a hospital or surgical center are covered. The surgery cost sharing also applies to the following services:

- a. Primary surgeon
- b. Assistant surgeon
- c. Anesthesiologist or certified anesthetist
- d. Surgical supplies such as sutures and sterile set-ups when surgery is performed in the physician's office

The maximum plan allowance (MPA) for an assistant surgeon is 20% of the physician's MPA (or 10% of the PA's or CRNA's MPA) as primary surgeon.

Certain surgical procedures are covered only when performed as outpatient surgery. Members should ask their professional provider if this applies to a proposed surgery, or contact Customer Service. Outpatient surgery means surgery that does not require an inpatient admission or a stay of 24 hours or more.

Eligible surgery performed in a physician's office is covered, subject to the appropriate prior authorization.

#### **Cosmetic & Reconstructive**

Cosmetic surgery is surgery that improves or changes appearance without restoring impaired body function. Reconstructive surgery is surgery performed on abnormal structures of the body, caused by congenital defects, developmental abnormalities, injury, infection, tumors, or disease. It is usually done to improve function, but may also be done to approximate a normal appearance.

Cosmetic surgery is not covered. All reconstructive procedures, including surgical repair of birth defects, must be medically necessary and prior authorized or benefits will not be paid. Reconstructive surgery that is partially cosmetic may be covered if it is determined to be medically necessary.

Surgery for breast enhancement, making breasts match, and replacing breast implants to accomplish an alteration in breast contour or size is not covered except to treat gender dysphoria (see section 7.4.12) or following a mastectomy.

Reconstructive surgery after a medically necessary mastectomy (Women's Health and Cancer Rights Act of 1998) includes:

- a. Reconstruction of the breast on which the mastectomy has been performed, including nipple reconstruction, skin grafts and stippling of the nipple and areola
- b. Surgery and reconstruction of the other breast to produce a symmetrical appearance
- c. Prosthesis (implants)
- d. Treatment of physical complications of the mastectomy, including lymphedemas
- e. Inpatient care related to the mastectomy and post-mastectomy services

Treatment for complications related to a reconstructive surgery is covered when medically necessary. Treatment for complications related to a cosmetic surgery is not covered.

#### **7.4.35 Temporomandibular Joint Syndrome (TMJ)**

TMJ related surgical procedures and splints require prior authorization. They are covered only when medically necessary because of problems including pain and/or not being able to chew properly, or in cases involving severe acute trauma. Benefits for TMJ are subject to a lifetime maximum. Treatment of related dental diseases or injuries is not covered.

#### **7.4.36 Therapeutic Injections**

Administrative services for therapeutic injections, such as allergy shots, are covered when given in a professional provider's office. When comparable results can be obtained safely with self-administered medications at home, the administrative services for therapeutic injections by the provider are not covered. Vitamin and mineral injections are not covered unless they are medically necessary to treat a specific medical condition. More information is in section 7.4.21 and 7.6.5.

#### **7.4.37 Therapeutic Radiology**

Covered expenses include:

- a. Treatment planning and simulation
- b. Professional services for administration and supervision
- c. Treatments, including therapist, facility and equipment charges

Members with end-stage renal disease (ESRD) must be enrolled in Medicare Part B in order to receive the best benefit.

#### **7.4.38 Transplants**

A transplant is a procedure or series of procedures by which:

- a. tissue (e.g., solid organ, marrow, stem cells) is removed from the body of one person (donor) and implanted in the body of another person (recipient)
- b. tissue is removed from one's body and later reintroduced back into the body of the same person.

The Plan covers medically necessary transplant procedures that conform to accepted medical practice and are not experimental or investigational. Prior authorization should be obtained as soon as possible after a member has been identified as a possible transplant candidate. To be valid, prior authorization approval must be in writing from Moda Health. This section's requirements do not apply to corneal transplants and collecting and/or transfusing of blood or blood products (see section 7.4.34).

Benefits for transplants are limited as follows:

- a. Transplant procedures must be done at a Center of Excellence. If a Center of Excellence cannot provide the necessary type of transplant, Moda Health will prior authorize services at another transplant facility.
- b. Donor costs are covered as follows:
  - i. If the recipient or self-donor is enrolled in the Plan, donor costs related to a covered transplant are covered.
  - ii. If the donor is enrolled in the Plan and the recipient is not or is in the exclusion period, the Plan will not pay any benefits toward donor costs.
  - iii. If the donor is not enrolled in the Plan, expenses that result from complications and unforeseen effects of the donation are not covered.
  - iv. Donor costs paid under any other health coverage are not covered by the Plan.
- c. Travel and housing expenses for the recipient and one caregiver, or 2 caregivers if the recipient is a minor, are covered up to a maximum per transplant
- d. Professional provider transplant services are paid according to the benefits for professional providers
- e. Immunosuppressive medications provided during a hospital stay are paid as a medical supply. Outpatient oral and self-injectable prescription medications for transplant-related services are paid under the Pharmacy Prescription benefit (section 7.6).
- f. The Plan will not pay for chemotherapy with autologous or homologous/allogenic bone marrow transplant for treatment of any type of cancer not approved for coverage.

A center of excellence is a facility and/or team of professional providers with which Moda Health has contracted or arranged to provide facility transplant services. Centers of Excellence follow best practices, and have exceptional skills and expertise in managing patients with a specific condition.

Donor costs are the covered expense of removing the tissue from the donor's body and preserving or transporting it to the site where the transplant is performed. It includes any other necessary charges directly related to finding and getting the organ.

**24-Month Exclusion Period.** Transplants will not be covered during the first 24 months a person is enrolled in the Plan except the 24 month exclusion period will not apply if:

- a. The member has been continuously enrolled in the Plan since birth
- b. The member was continuously enrolled in the Plan together with the Group's prior plan at least 24 months prior to incurring transplant related expenses. If the member had applicable coverage under a prior health benefit plan, each day of creditable coverage the member had under that prior health benefit plan will reduce the 24-month exclusion period by one day.

Moda Health will use the following sources to determine creditable coverage: certificates of creditable coverage, information given on the enrollment application, information from prior group health plans and insurers, and other available evidence. Combined periods of creditable coverage will reduce the exclusion period if a member's most recent period of creditable coverage is still in effect on the date of enrollment or ended within 90 days of the enrollment date of coverage under the Plan. Each day of creditable coverage that a member has will reduce the exclusion period by one day. Any period of creditable coverage that is preceded by a significant break in coverage cannot be used to reduce the exclusion period. Members submitting a certificate of creditable coverage from a prior plan should submit all available certificates. Members may request a certificate of creditable coverage from a prior plan or insurer within 24 months of coverage termination.

#### **7.4.39 Virtual Care Visits (Telehealth Services)**

Virtual care, also known as telehealth, is a live, interactive audio, visual or data communication visit (such as telephone or email) with a provider. It generally includes diagnosis and treatment of chronic or minor medical conditions. Medical information is communicated in real time between the member at one location (such as a doctor's office or home) and a provider at another location.

Covered services, when generally accepted healthcare practices and standards determine they can be safely and effectively provided using virtual care, are covered when provided by a provider licensed in Alaska using such methods as long as the application and technology used meet all state and federal standards for privacy and security of protected health information, unless the requirement is exempt during a state emergency.

Virtual care visits using the preferred provider are covered at no cost sharing (see Section 3).

### **7.5 MATERNITY CARE**

Pregnancy care, childbirth and related conditions are covered when rendered by a professional provider.

Maternity services are billed as a global charge. This is a lump sum charge for maternity care that includes prenatal care, labor and delivery, and post-delivery care.

Some diagnostic services, such as amniocentesis and fetal stress test, are not part of global maternity services and are reimbursed separately.

If a member changes providers during pregnancy, maternity services are generally no longer billed as a global charge.

Home birth expenses are not covered other than medically necessary supplies and fees billed by a professional provider. Other home birth charges, such as travel and portable hot tubs, are not covered. Supportive services, such as physical, emotional and information support to the mother before, during and after birth and during the postpartum period, are not covered expenses.

#### **7.5.1 Abortion**

Elective abortions are covered.

#### **7.5.2 Breastfeeding Support**

Comprehensive lactation support and counseling is covered during pregnancy and/or the breastfeeding period. The Plan covers the purchase or rental charge (not to exceed the purchase price) for a breast pump and supplies. The maximum plan allowance (MPA) applies when members buy the pump from a retail store. Charges for extra ice packs or coolers are not covered. Hospital grade pumps are covered when medically necessary.

#### **7.5.3 Circumcision**

Circumcision within 3 months of birth is covered without prior authorization. A circumcision after age 3 months must be medically necessary and prior authorized.

#### 7.5.4 Diagnostic Procedures

Diagnostic services, including laboratory tests and ultrasounds, related to maternity care are covered. Some of these procedures may need to be prior authorized. A full list of diagnostic services requiring prior authorization is available on the Moda Health website or by contacting Customer Service.

#### 7.5.5 Office, Home or Hospital Visits

A visit means the member is actually examined by a professional provider.

#### 7.5.6 Hospital Benefits

Covered hospital maternity care expenses are:

- a. **Hospital room**
- b. **Facility charges** from a covered facility, including a birthing center
- c. **Other hospital services and supplies** when medically necessary for treatment and ordinarily provided by a hospital
- d. **Nursery care** includes one in-nursery well-newborn infant preventive health exam. This is covered at no cost sharing when performed by a Tier 1 or Tier 2 provider. Additional visits are covered at the hospital visit benefit level. There is no deductible for routine nursery care. Nursery care is covered under the newborn's own coverage, and is routine while the member is confined in the hospital and receiving maternity benefits.
- e. **Take-home prescription drugs** are limited to a 3-day supply at the same benefit level as for hospitalization.

**Special Right Upon Childbirth (Newborns' and Mothers' Health Protection Act).** Benefits for any hospital length of stay related to childbirth will not be restricted to less than 48 hours after a normal vaginal delivery or 96 hours after a cesarean section, unless the mother's or newborn's attending professional provider, after consulting with the mother, chooses to discharge the mother or newborn earlier. Prior authorization is not required for a length of stay up to these limits.

### 7.6 PHARMACY PRESCRIPTION BENEFIT

Prescription medications provided when a member is admitted to the hospital are covered by the medical plan as an inpatient expense; the prescription medications benefit described here does not apply. All medications must be medically necessary to be covered.

#### 7.6.1 Definitions

**Brand Medications** are medications sold under a trademark and protected name.

**Brand Substitution** is a policy that applies to brand medications filled at the pharmacy when a generic option is available. If a member requests, or the treating professional provider prescribes, a brand medication when a generic equivalent is available, the member may have to pay the nonpreferred cost sharing plus the difference in cost between the generic and brand medication.

**Formulary** is a list of all prescription medications and how they are covered under the pharmacy prescription benefit. A prescription price check tool is on the Member Dashboard under the pharmacy tab. This online formulary tool provides coverage information, treatment options and price estimates.

**Generic Medications** are medications that have been found by the Food and Drug Administration (FDA) to be therapeutically equivalent to the brand alternative and are often the most cost effective option. Generic medications must have the same active ingredients as the brand version and be identical in strength, dosage form and route of administration.

**Nonpreferred Tier Medications** are brand medications, including specialty brand medications, that have been reviewed by Moda Health and do not have significant therapeutic advantage over their preferred alternative. These medications generally have safe and effective options available under the Value, Select and/or Preferred tiers.

**Over the Counter (OTC) Medications** are medications that may be purchased without a professional provider's prescription. Moda Health considers a medication OTC as determined by the FDA.

**Preferred Tier Medications** are those medications, including specialty preferred medications, that have been reviewed by Moda and found to be safe and effective at a better price compared to other medications in the same therapeutic class and/or category. Generic medications that have not been shown to be safer or more effective than other more cost effective generic medications are included in this tier.

**Prescription Medication List** The Moda Health Prescription Medication List is on the Member Dashboard. It gives information about how commonly prescribed medications are covered. Not every covered medication is on the list. Medications that are new to the market are subject to review and may have additional coverage or limitations established by Moda Health.

The prescription medication lists and the tiering of medications may change and will be updated from time to time. Use the prescription price check tool on the Member Dashboard under the pharmacy tab to get the latest information. Members with any questions regarding coverage should contact Customer Service.

Moda Health is not responsible for any prescribing or dispensing decisions. These decisions are to be made by the professional provider and pharmacist using their expert judgment. Members should talk with their professional providers about whether a medication from the list is appropriate for them. This list is not meant to replace a professional provider's judgment when making prescribing decisions.

**Prescription Medications** include the notice "Caution - Federal law prohibits dispensing without prescription". Members must have a prescription from their professional provider to get these medications.

**Select Tier Medications** are the most cost effective options within their therapeutic category. This tier includes generic and certain brand medications that are safe, effective and cost effective.

**Self-Administered Medications** are labeled by the FDA for self-administration. They can be safely administered by the member or the member's caregiver outside of a medical setting (such as a physician's office, infusion center or hospital).

**Specialty Medications** Specialty medications are often used to treat complex chronic health conditions. Specialty medications often require special handling and have a unique ordering process. Most specialty medications must be prior authorized.

**Value Tier Medications** include commonly prescribed medications used to treat chronic medical conditions. They are considered safe, effective and cost-effective compared to other medication options. A list of value tier medications is on the Member Dashboard.

### **7.6.2 Covered Medication Supply**

Includes the following:

- a. A prescription medication that is medically necessary to treat of a medical condition
- b. Compounded medications that have at least one covered medication as the main ingredient
- c. Insulin and diabetic supplies including insulin syringes, needles and lancets, test strips, glucometers and continuous glucose monitors. Must have a prescription and use a preferred manufacturer
- d. Medications to treat tobacco dependence, including prescribed over the counter nicotine patches, gum or lozenges, with a prescription and from an in-network retail pharmacy are covered with no cost sharing as required under the Affordable Care Act
- e. Certain prescribed preventive medications required under the Affordable Care Act
- f. Prescription contraceptive medications and devices for birth control and medical conditions covered under the Plan, but only if they cannot legally be dispensed without a prescription
- g. Certain immunizations (section 7.3.3) and related administration fees are covered with no cost sharing at in-network retail pharmacies (e.g. flu, pneumonia and shingles vaccines).
- h. One early refill for a covered topical eye medication to treat a chronic condition during the approved dosage period if the refill does not exceed the number of refills prescribed and if the request is not made earlier than 23 days after a 30-day supply is dispensed, 45 days after a 60-day supply is dispensed or 68 days after a 90-day supply is dispensed.

Certain prescription medications and/or quantities of prescription medications may need to be prior authorized (see section 6.1). Specialty tier and some other tier medications must be dispensed through a Moda-designated specialty pharmacy. For assistance coordinating prescription refills, contact Customer Service.

### **7.6.3 Mail Order Pharmacy**

Members can choose to fill prescriptions for covered medications through a Moda-designated mail order pharmacy. A mail order pharmacy form can be obtained from the Group, on the Member Dashboard or by contacting Customer Service.

### **7.6.4 Specialty Services & Pharmacy**

Specialty medications are often used to treat complex chronic health conditions. The member's pharmacist and other professional providers will tell a member if a prescription must be prior authorized or must be obtained from a Moda-designated specialty pharmacy. Information about the clinical services and a list of covered specialty medications is available on the Member Dashboard or by contacting Customer Service.

Most specialty medications must be prior authorized. If a member does not buy specialty medications at the Moda-designated specialty pharmacy, the expense will not be covered. In the event a specialty medication is not available when needed and a delay in receiving the medication would threaten the efficacy of treatment or the life of the member, Moda Health will prior authorize the medication to be filled locally. For assistance, contact Customer Service.

Some specialty prescriptions may be limited to less than 30 days. Some medications may be eligible for a 90-day supply. For some specialty medications, members may have to enroll in a program to ensure proper medication use and/or lower the cost of the medication. More information is available on the Member Dashboard or by contacting Customer Service.

### **7.6.5 Self-Administered Medication**

All self-administered medications follow all of the prescription medication requirements of section 7.6. Self-administered specialty medications are subject to the same requirements as other specialty medications (section 7.6.4).

Self-administered injectable medications are not covered when supplied in a provider's office, clinic or facility.

### **7.6.6 Step Therapy**

When a medication is part of the step therapy program, members must try certain medications (Step 1) before the prescribed Step 2 medication will be covered. When a prescription for a step therapy medication is submitted out of order, meaning the member has not first tried the Step 1 medication before submitting a prescription for a Step 2 medication, the prescription will not be covered. When this happens, the provider will need to prescribe the Step 1 medication. For assistance with step therapy exceptions, contact Customer Service.

### **7.6.7 Limitations**

- a. New FDA approved medications are subject to review and may have additional coverage requirements or limits set by the Plan. A member or prescriber can request a medical necessity evaluation if a newly approved medication is initially denied during the review period
- b. If a brand medication is filled by the pharmacy when a generic equivalent is available, the member may have to pay the difference in cost between the generic and brand medication. Additional costs because of brand substitution do not count toward the out-of-pocket maximum.
- c. Certain brand medication may be prior authorized for a specific amount of time or until a generic medication becomes available, whichever comes first. When a generic medication becomes available during the authorized period, the brand medication is no longer covered. The member can get the generic medication without a new prescription or authorization.
- d. Starting treatment with a medication, whether by using free samples or otherwise, does not bypass the Plan's requirements (e.g., step therapy, prior authorization) before Plan benefits are available.
- e. Some specialty medications that have been found to have a high discontinuation rate or short duration of use may be limited to a 15-day supply
- f. Medications with dosing intervals greater than the Plan's maximum day supply will have an increased copayment to match the day supply.
- g. Medications purchased outside the United States and its territories are only covered in emergency and urgent care situations.
- h. Early refill of medications for travel outside of the United States will be reviewed. When allowed, early refill is limited to once every 6 months. Early refill cannot be used to cover a medication supply beyond the end of the plan year.

### 7.6.8 Exclusions

In addition to the exclusions listed in Section 8, the following medications and supplies are not covered:

- a. **Devices.** Including, but not limited to therapeutic devices and appliances. Information for contraceptive devices is in section 7.3.2 and for other devices in 7.6.2
- b. **Foreign Medication Claims.** Medications purchased from non-U.S. mail order or online pharmacies or U.S. mail or online pharmacies acting as agents of non-U.S. pharmacies.
- c. **Gender Reassignment.** Medications (such as hormone supplements) prescribed to support gender reassignment.
- d. **Hair Growth Medications.**
- e. **Immunization Agents for Travel.** Except as required under the Affordable Care Act.
- f. **Institutional Medications.** To be taken by or administered to a member while they are a patient in a hospital, rest home, a skilled nursing facility, extended care facility, nursing home, or similar institution
- g. **Medication Administration.** A charge to administer or inject a medication, except for immunizations at retail pharmacies
- h. **Medications Covered Under Another Benefit.** Such as medications covered under home health, medical, etc.
- i. **Medications Not Approved by FDA.** Products not recognized or designated as FDA approved medications. This includes medications that are found to be less than effective by the FDA's Drug Efficacy Study Implementation (DESI) classifications.
- j. **Non-Covered Condition.** A medication prescribed for reasons other than to treat a covered medical condition
- k. **Nutritional Supplements and Medical Foods.**
- l. **Off-label Use.** Medications prescribed or used for non-FDA approved indications, unless confirmed by other research studies, reference, compendium, or the federal government
- m. **Over the Counter (OTC) Medications** and certain prescription medications that have an OTC option (see the preferred drug list on the Member Dashboard), except for those treating tobacco dependence.
- n. **Pharmacies excluded from the network.** Medications from pharmacies that have been excluded from the network for non-compliance with fraud, waste and abuse laws.
- o. **Repackaged Medications.**
- p. **Replacement Medications and/or Supplies.**
- q. **Sexual Dysfunction.** Medications or devices prescribed or used to treat sexual dysfunction.
- r. **Vitamins and Minerals.** Except as required by law.
- s. **Weight Loss Medications.**

## SECTION 8. GENERAL EXCLUSIONS

In addition to the limitations and exclusions described elsewhere in the Plan, the following services, supplies (including medications), procedures and conditions are not covered, even if otherwise medically necessary, if they relate to a condition that is otherwise covered by the Plan, or if recommended, referred, or provided by a provider. Any direct complication or consequence that arises from these exclusions will not be covered.

### **Animal Therapy**

#### **Benefits Not Stated**

Services and supplies not specifically described in this handbook as covered expenses

#### **Care Outside the United States**

Except for care that is due to an urgent or emergency medical condition

#### **Charges Over the Maximum Plan Allowance**

#### **Correctional Services**

Including education-only, court ordered anger management classes

#### **Cosmetic Procedures**

Any procedure or medication requested for the purpose of improving or changing appearance without restoring impaired body function. Examples include rhinoplasty, breast enhancement, liposuction, and hair removal. Reconstructive or gender confirming surgery is covered if medically necessary and not specifically excluded (see section 7.4.12 and mastectomy, section 7.4.34).

#### **Court Ordered Services**

Including services related to deferred prosecution, deferred or suspended sentencing or to driving rights, except when medically necessary

#### **Custodial Care**

Routine care and hospitalization that helps a member with everyday life, such as bathing, dressing, getting in and out of bed, preparation of special diets, and supervision of medication that usually can be self-administered. Custodial care is care that can be provided by people without medical or paramedical skills.

#### **Dental Examinations and Treatment; Orthodontia**

Except services described in section 7.4.7

#### **Educational Supplies and Services**

Including the following, unless provided as a medically necessary treatment for a covered medical condition:

- a. Books, tapes, pamphlets, subscriptions, videos and computer programs (software)
- b. Level 0.5 education only programs

#### **Experimental or Investigational Procedures and Medications**

Expenses due to experimental or investigational procedures or medications. Includes related expenses, even if they are covered in other (non-experimental, non-investigational) situations (see definition of experimental/investigational in Section 13)

### **Faith Healing**

### **Food Services**

Including Meals on Wheels and similar programs and guest meals in a hospital or skilled nursing facility

### **Habilitation Services**

### **Hearing Aids**

Including fitting, provision or replacement of internal and external hearing aids, and implantable hearing aids and the surgical procedure to implant them, except as otherwise provided under the Plan

### **Home Birth or Delivery**

Charges other than medically necessary supplies and professional services billed by a professional provider, including travel, portable hot tubs, and transportation of equipment

### **Homeopathic Treatment and Supplies**

### **Illegal Acts**

Services and supplies to treat an injury or condition caused by or arising directly from a member's illegal act. This includes any expense caused by or arising out of illegal acts related to riot, declared or undeclared war, including civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force or usurped power by any government, military or other authority

### **Infertility**

All services and supplies for office visits, diagnosis and treatment of infertility, as well as the cause of infertility. Includes surgery to reverse elective sterilization (vasectomy or tubal ligation)

### **Inmates**

Services and supplies a member receives while in the custody of any state or federal law enforcement authorities or while in jail or prison

### **Intellectual Disability/Learning Disorders**

Treatment related to intellectual disability and learning disorders, and services or supplies provided by an institution for the intellectually disabled

### **Naturopathic Substances**

Including herbal, naturopathic or homeopathic medicines, substances or devices and any other nonprescription supplements

### **Never Events**

Services and supplies related to never events. These are events that should never happen while receiving services in a hospital or facility. Examples include the wrong surgery, surgery on the wrong body part, or surgery on the wrong patient. These also apply to any hospital acquired condition, as that term is defined in the Centers for Medicare and Medicaid Services (CMS) guidelines, and which includes serious preventable events

### **Non-Therapeutic Counseling**

Including legal, financial, occupational and religious counseling

**Nuclear Radiation**

Any medical condition arising from ionizing radiation, pollution or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, and the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component, unless otherwise required by law

**Nutritional Therapy**

Except as described in section 7.4.24

**Obesity or Weight Reduction**

Even if morbid obesity is present. Services and supplies including:

- a. Gastric restrictive procedures with or without gastric bypass, or the revision of such procedures
- b. Weight management services such as weight loss programs, exercise programs, counseling, hypnosis, biofeedback, neurolinguistic programming, guided imagery, relaxation training and subliminal suggestion used to modify eating behaviors
- c. Any medication or formula related to or resulting from the treatment of weight loss or obesity even if prescribed by a physician

The Plan covers services and supplies that are necessary to treat established medical conditions that may be caused by or made worse by obesity. Services and supplies that do so by treating the obesity directly are not covered except as required under the Affordable Care Act

**Orthopedic Shoes**

Except as described in 7.4.10

**Orthognathic Surgery**

Including associated services and supplies

**Personal Items**

Including basic home first aid and things that can make a member feel better but not required medical treatment, necessities of living such as food and household supplies, and supportive environmental materials like hand rails, humidifiers, filters and other items that are not for treatment of a medical condition even if they relate to a condition that is otherwise covered.

**Personality Disorders****Physical Exercise Programs**

Programs, videos and exercise equipment

**Private Nursing Services****Professional Athletic Activities**

Diagnosis, treatment and rehabilitation services for injuries sustained while practicing for or participating in a professional (full time, for payment or under sponsorship) or semi-professional (part time, for payment or under sponsorship) athletic contest or event

**Reports and Records**

Including charges for completing claim forms or treatment plans

### **Routine Foot Care**

Including the following services unless otherwise required by the member's medical condition (such as diabetes):

- a. Trimming or cutting of overgrown or thickened lesion (like a corn or callus)
- b. Trimming of nails regardless of condition
- c. Removing dead tissue or foreign matter from nails

### **Self-Administered Medications**

Including oral and self injectable, when provided directly by a physician's office, facility or clinic instead of through the pharmacy prescription medication or anticancer benefits (Sections 7.6.5 and 7.4.2)

### **Self-Improvement Programs**

Psychological or lifestyle improvement programs including self-help programs, educational programs, retreats, assertiveness training, marathon group therapy, and sensitivity training

### **Service Related Conditions**

Treatment of any condition caused by or arising out of a member's service in the armed forces of any country or as a military contractor or from an insurrection or war, unless not covered by the member's military or veterans coverage

### **Services for Administrative or Qualification Purposes**

Physical or mental examinations, psychological testing and evaluations and related services for purposes such as employment or licensing, participating in sports or other activities, insurance coverage, or deciding legal rights, administrative awards or benefits, corrections or social service placement.

### **Services Not Provided**

If a member has not actually received the service or supply, no benefits will be paid. This includes missed appointments.

### **Services Otherwise Available**

Someone else should have been responsible for the cost of these services or supplies. Examples include these situations:

- a. A member has not been charged or the charge has been reduced or discounted, or a member would not normally be charged if they do not have insurance
- b. Another third party has paid or is obligated to pay, or would have paid if a member had applied for the program. This may include coverage under a separate contract that provides coordinated coverage and is considered part of the same plan. It could also be a government program (except Medicaid) or a hospital or program operated by a government agency or authority.

This exclusion does not apply to the Veterans' Administration of the United States if the care is not service related.

### **Services Provided or Ordered by a Family Member**

Other than services by a dental provider. Family members, for the purpose of this exclusion, include a member or a spouse or domestic partner, child, sibling, or parent of a member or their spouse or domestic partner

## **Services Provided by Volunteer Workers**

### **Sexual Dysfunction and Paraphilic Disorders**

Services or supplies for treatment of sexual dysfunction and paraphilia. In addition, court-ordered sex offender treatment is not covered

### **Support Groups**

Including voluntary mutual support groups, such as Alcoholics Anonymous and family education or support groups except as required under the Affordable Care Act.

### **Taxes, Fees and Interest**

### **Telehealth**

Including Telemedicine, telephone visits or consultations and telephone psychotherapy, except for electronic visits covered in section 7.4.11 and virtual care visits (telehealth) covered in section 7.4.39

### **Therapies**

Services or supplies related to intellectual disability, learning disorders, hippotherapy, and maintenance therapy and programs

### **Third Party Liability Claims**

Services and supplies to treat a medical condition that a third party is or may be responsible for, to the extent of any recovery received from or on behalf of the third party (see section 11.4.3)

### **Transportation**

Except medically necessary ambulance transport, commercial transportation, travel for transplant treatment or covered transportation for clinical trials or medical transportation or travel under medical travel support

### **Treatment After Coverage Ends**

### **Treatment Before Coverage Begins**

### **Treatment in the Absence of Illness**

Including individual or family counseling or treatment for marital, behavioral, financial, family, occupational or religious problems, treatment for at risk persons who do not have illness or a diagnosed mental health or substance use disorder condition, or treatment of normal transitional response to stress

### **Treatment Not Medically Necessary**

Including services, supplies or medications that are:

- a. Not medically necessary for the treatment or diagnosis of a condition otherwise covered under the Plan or are prescribed for purposes other than treating disease
- b. Inappropriate or inconsistent with the symptoms or diagnosis of a member's condition
- c. Not established as the standard treatment by the medical community in the service area in which they are received
- d. Primarily for the convenience of a member or a provider
- e. Not the least costly of the alternative supplies or levels of service that can be safely provided to a member.

The fact that a professional provider may prescribe, order, recommend, or approve a service or supply does not, of itself, make the charge a covered expense.

**Vision Care**

Including eye exams, the fitting, provision, or replacement of eyeglasses or contact lenses, and any charges for orthoptics or vision training and any associated supplemental testing, vitamin therapy, low vision therapy, eye exercises, or fundus photography. See section 7.4.8 for coverage of annual dilated eye exam to manage diabetes.

**Vision Surgery**

Any procedure to cure or reduce near-sightedness, far-sightedness, or astigmatism, including reversal or revisions and treating any complications of these procedures.

**Vitamins and Minerals**

Not covered unless required by law or if medically necessary to treat a specific medical condition. Coverage is only under the medical benefit. The vitamin or mineral must require a prescription, and a dosage form of equal or greater strength of the medication is not available without a prescription under federal law. This applies whether the vitamin or mineral is oral, injectable, or transdermal. Naturopathic substances are not covered.

**Wigs, Toupees, Hair Transplants****Work Related Conditions**

Treatment of a medical condition arising out of or in the course of employment or self-employment for wages or profit, whether or not the expense is paid under any workers' compensation provision. This exclusion does not apply to owners, partners or executive officers if they are exempt from workers' compensation laws and the Group does not provide workers' compensation coverage to them.

## SECTION 9. ELIGIBILITY

The date a person becomes eligible may be different than the date coverage begins (see section 10.5).

### 9.1 SUBSCRIBER

A person is eligible to enroll in the Plan if they:

- a. are a permanent documented full time employee. An eligible employee includes sole proprietor, owner, business partner, or corporate officer or independent contractor of the Group
- b. are not a leased seasonal, substitute, or temporary employee, or an agent, or consultant
- c. are paid on a regular basis through the payroll system, and have federal taxes deducted from such pay, and are reported to Social Security; (or a sole proprietor, owner, business partner, or corporate officer or independent contractor has federal taxes deducted from any income related to the Group's business)
- d. work on a regularly scheduled basis the specified hours per week as required by the Group
- e. have satisfied any orientation and/or eligibility waiting period
- f. live within the Municipality of Anchorage, Fairbanks North Star, Haines, Kenai Peninsula, Ketchikan Gateway, Matanuska-Susitna, Petersburg and Municipality of Skagway boroughs, City and Borough of Juneau, City and Borough of Sitka, City and Borough of Wrangell, Hoonah-Angoon Census Area and Prince of Wales-Hyder Census Area service area.

Subscribers are eligible to remain enrolled if they are on an approved leave of absence under state or federal family and medical leave laws.

### 9.2 DEPENDENTS

A subscriber's legal spouse is eligible for coverage. A subscriber's children are eligible until their 26th birthday.

For purposes of determining eligibility, the following are considered "children":

- a. The biological or adopted child of a subscriber or a subscriber's eligible spouse
- b. Children placed for adoption with a subscriber. Adoption paperwork must be provided
- c. A newborn child of an enrolled dependent
- d. Children related to a subscriber by blood or marriage for whom the subscriber is the legal guardian. A court order showing legal guardianship must be provided

A subscriber's child who has sustained a disability making them physically or mentally incapable of self-support at even a sedentary level may be eligible for coverage even though they are over 26 years old. To be eligible, the child must be unmarried and principally dependent on the subscriber for support and have had continuous medical coverage. The incapacity must have started, and the information below must be received before the child's 26<sup>th</sup> birthday. Social Security Disability status does not guarantee coverage under this provision. Eligibility will be determined based on commonly accepted guidelines. To avoid a break in coverage, it is recommended that the following information be submitted to Moda Health at least 45 days

before the child's 26<sup>th</sup> birthday:

- a. Recent medical or psychiatric progress notes and evaluations, referrals or consult notes
- b. Relevant test results (e.g., lab, imaging, neuro-psychiatric testing, etc.)
- c. Relevant recent hospitalization records (e.g., history and physical, discharge summary)
- d. Disability information from prior carrier

An eligibility determination will be made based on documentation of the child's medical condition. Periodic review will be required on an ongoing basis except in cases where the disability is certified to be permanent.

### **9.3 QUALIFIED MEDICAL CHILD SUPPORT ORDER (QMCSO)**

The Plan will cover a child of an eligible employee who has a right to enrollment due to a qualified medical child support order (QMCSO). The Group has detailed procedures for determining whether an order qualifies as a QMCSO. A copy of such procedures is available from the Group without charge.

The child's coverage under the Plan will be effective as of the first day of the month following the date that the Group determines that the applicable order qualifies as a QMCSO and that the child is eligible for enrollment in the Plan.

### **9.4 NEW DEPENDENTS**

A new dependent may cause a premium increase. Premiums will be adjusted accordingly and will apply from the date coverage is effective.

If a subscriber marries, the spouse and their children are eligible to enroll as of the date of the marriage.

A member's newborn child is eligible from birth. A subscriber's adopted child, or child placed for adoption, will be eligible on the date of placement. To enroll a new child, an application must be submitted. When a premium increase is required, the application and payment must be submitted within 31 days. If payment is required but not received, coverage for the child will end 31 days following birth or adoption. Proof of legal guardianship is required to cover a grandchild beyond the first 31 days from birth if their parent is not an enrolled dependent under the Plan.

### **9.5 ELIGIBILITY AUDIT**

Moda Health reserves the right to conduct audits to verify a member's eligibility, and may request documentation including but not limited to employee timecards, member birth certificates, adoption paperwork, marriage certificates, and any other evidence necessary to document eligibility on the Plan.

## **SECTION 10. ENROLLMENT**

### **10.1 ENROLLING ELIGIBLE EMPLOYEES**

A complete and signed application for the eligible employee and any dependents to be enrolled must be filed within 31 days of becoming eligible to apply for coverage.

The subscriber must notify the Group and Moda Health of any change of address.

### **10.2 ENROLLING NEW DEPENDENTS**

To enroll a new dependent, a complete and signed application and, when applicable, a marriage certificate, or adoption or placement for adoption paperwork must be submitted within 31 days of their eligibility. The subscriber must notify Moda Health if family members are added or dropped from coverage, even if it does not affect premiums.

### **10.3 OPEN ENROLLMENT**

Eligible employees and/or any eligible dependents who are not enrolled within 31 days of first becoming eligible must wait for the next open enrollment period to enroll unless:

- a. The person qualifies for special enrollment as described in section 10.4
- b. A court has ordered that coverage be provided for a spouse or minor child under a subscriber's health benefit plan and request for enrollment is made within 30 days after the court order is issued
- c. The person's coverage under Medicaid, Medicare, Tricare, Indian Health Service or a publicly sponsored or subsidized health plan has been involuntarily terminated within 90 days prior to applying for coverage in a group health benefit plan

Open enrollment occurs once a year at renewal.

### **10.4 SPECIAL ENROLLMENT RIGHTS**

The special enrollment rights as described in sections 10.4.1 and 10.4.2 apply:

- a. To an eligible employee who loses other coverage or becomes eligible for a premium assistance subsidy
- b. To a subscriber's dependent who loses other coverage or becomes eligible for a premium assistance subsidy
- c. To both an eligible employee and their dependent if neither is enrolled under the Plan, and either loses other coverage or becomes eligible for a premium assistance subsidy

To enroll, an eligible employee must submit a complete and signed application and supporting documentation within the required timeframe.

#### **10.4.1 Loss of Other Coverage**

If coverage is declined when initially eligible or at an open enrollment period because of other health coverage, an eligible employee or any dependents may enroll in the Plan outside of the

open enrollment period if the following criteria are met:

- a. They were covered under a group health plan or had health insurance coverage at the time coverage was previously offered
- b. They stated in writing at such time that coverage under a group health plan or health insurance coverage was the reason enrollment was declined
- c. They request such enrollment not later than 31 days after the previous coverage ended (except for event iv. below, which allows up to 60 days)
- d. One of the following events has occurred:
  - i. Prior coverage was under a COBRA continuation provision and the coverage under such provision was exhausted
  - ii. Prior coverage ended as a result of loss of eligibility for the coverage. Examples of when coverage under a plan may be lost include:
    - A. legal separation or divorce
    - B. loss of dependent status per plan terms
    - C. death
    - D. end of employment
    - E. reduction in the number of hours of employment
    - F. the plan stops offering coverage to a group of similarly situated persons
    - G. moving out of an HMO service area that causes coverage to end and no other option is available under the plan
    - H. termination of the benefit package option, and no substitute option is offered
  - iii. The employer contributions toward their other active (not COBRA) coverage end. (If employer contributions stop, the eligible employee or dependent does not have to end coverage to be eligible for special enrollment on a new plan.)
  - iv. Their prior coverage was under Medicaid or a children's health insurance program (CHIP) and such coverage ended due to loss of eligibility. Special enrollment must be requested within 60 days of the end of coverage.

#### **10.4.2 Eligibility for Premium Subsidy**

If an eligible employee or dependent covered under Medicaid or CHIP becomes eligible for a premium assistance subsidy, and special enrollment is requested within 60 days of the determination of eligibility, they may enroll in the Plan outside of the open enrollment period.

#### **10.4.3 New Dependents**

An eligible employee and spouse and children will have special enrollment rights if they are not enrolled at the time of the event that caused the eligible employee to gain a new dependent (e.g., marriage, birth, adoption, or placement for adoption). See section 10.2.

### **10.5 WHEN COVERAGE BEGINS**

Coverage for subscribers begins on the enrollment date or after a waiting period, as specified in the policy.

Coverage for new dependents through marriage begins on the first day of the month if the marriage is the first day of the month. Otherwise, coverage begins on the first day of the month following the date of marriage.

Coverage for a newborn is effective on the date of the newborn's birth. Coverage for a child newly adopted or placed for adoption is effective on the date of adoption or placement. Court ordered coverage is effective on the first day of the month following the date that the Group determines

that an applicable order qualifies as a QMCSO and that the child is eligible for enrollment in the Plan.

Coverage for those enrolling during open enrollment begins on the date the Plan renews. All other plan provisions will apply. Coverage under special enrollment due to loss of coverage or eligibility for premium subsidy begins on the first day of the month following receipt of the special enrollment request, or coinciding with, but not before the loss of other coverage.

The necessary premiums must also be paid for coverage to become effective.

## **10.6 WHEN COVERAGE ENDS**

When the subscriber's coverage ends, coverage for all enrolled dependents also ends.

### **10.6.1 Group Plan Termination**

Coverage ends for the Group and members on the date the Plan ends.

### **10.6.2 Termination by Subscriber**

A subscriber may end their coverage, or coverage for any enrolled dependent, only at open enrollment or if there is a qualifying event. Qualifying events include marriage, divorce and birth. Coverage ends on the last day of the month through which premiums are paid.

### **10.6.3 Death**

If a subscriber dies, coverage for any enrolled dependents ends on the last day of the month in which the death occurs. Enrolled dependents may extend their coverage if the requirements for continuation of coverage are met (see Section 12). The Group must notify Moda Health of any continuation of coverage, and appropriate premiums must be paid along with the Group's regular monthly payment.

### **10.6.4 Termination, Layoff or Reduction in Hours of Employment**

Coverage ends on the last day of the month in which employment ends, unless a member chooses to continue coverage (see Section 12).

If a subscriber

- a. is laid off by the Group; or
- b. experiences a reduction in hours that causes a loss of coverage

And within 6 months the subscriber

- a. returns to active work; or
- b. has an increase in hours to qualify for benefits

The subscriber and any eligible dependents may enroll in the Plan on the date of rehire or the date the subscriber works enough hours to qualify, and coverage will begin on that date. The Group must notify Moda Health that the subscriber has been rehired following a layoff or that the subscriber's hours have been increased, and the necessary premiums for coverage must be paid. Any waiting period required by the Plan will not have to be re-served. All plan provisions will resume at re-enrollment whether or not there was a lapse in coverage. The period of layoff or reduction in hours will be counted toward any exclusion period.

### **10.6.5 Loss of Eligibility by Dependent**

Coverage ends on the last day of the month in which the dependent's eligibility ends.

- a. Coverage ends for an enrolled spouse on the last day of the month in which a decree of divorce or annulment is entered (regardless of any appeal), or date of legal separation.
- b. Coverage ends for an enrolled child on the last day of the month in which
  - i. the child turns age 26
  - ii. the grandchild's parent is no longer a covered dependent of the subscriber
  - iii. stepchild relationship ends due to divorce
  - iv. legal guardianship ends.

The subscriber must notify Moda Health when a marriage ends.

Enrolled dependents may have the right to convert to coverage in their own names when their coverage under the Plan ends.

### **10.6.6 Rescission**

Moda Health may rescind a member's coverage back to the effective date, or deny claims at any time for fraud or intentional material misrepresentation by the member or the Group. This may include but is not limited to enrolling ineligible persons on the Plan, falsifying or withholding documentation that is the basis for eligibility or employment, and oral or written falsification or alteration of claims, including omission of information. Moda Health reserves the right to retain premiums paid as liquidated damages, and the Group and/or member shall be responsible for the full balance of any benefits paid. A member will be notified of the rescission 30 days before cancellation of coverage.

### **10.6.7 Continuing Coverage**

Information is in Continuation of Health Coverage (Section 12).

## SECTION 11. CLAIMS ADMINISTRATION & PAYMENT

### 11.1 SUBMISSION & PAYMENT OF CLAIMS

A claim is not payable until the service or supply has actually been received. In no event, except absence of legal capacity, is a claim valid if submitted later than 12 months from the date the expense was incurred.

Moda Health does not always pay claims in the order in which charges are incurred. This may affect how a member's cost sharing is applied to claims. For example, a deductible may not be applied to the first date a member is seen in a benefit year if a later date of service is paid first.

Moda Health may pay benefits to the member, the provider or to both jointly.

#### 11.1.1 Hospital & Professional Provider Claims

A member who is hospitalized or visits a professional provider must present their Moda Health ID card to the admitting or treating office. In most cases, the hospital or professional provider will bill Moda Health directly for the cost of the services. Moda Health will pay the provider and send copies of its payment record to the member. The provider will then bill the member for any charges that were not covered.

Sometimes a hospital or professional provider will require a member, at the time of discharge or treatment, to pay charges for a service that the provider believes is not a covered expense. If this happens, the member must pay these amounts if they wish to accept the service. Moda Health will reimburse the member if any of the charges paid are later determined to be covered by the Plan.

When a member is billed by the hospital or professional provider directly, they should send a copy of the bill to Moda Health and include all of the following information:

- a. Patient's name
- b. Subscriber's name and group and ID numbers
- c. Date of service
- d. Diagnosis (including the ICD diagnosis codes)
- e. Itemized description of the services and charges (including the CPT or HCPCS procedure codes)
- f. Provider's tax ID number

Some claims will require additional information:

**Accidental injury:** include the date, time, place, and description of the accident.

For care received outside the United States see section 11.1.4.

#### 11.1.2 Ambulance & Commercial Transportation Claims

Bills for ambulance service or commercial transportation must show where the member was picked up and taken, as well as the date of service and the member's name, group number and ID number.

#### 11.1.3 Prescription Medication Claims

Members who go to an in-network pharmacy should present their Moda Health ID card and pay the required cost sharing. There will be no claim to submit.

A member who fills a prescription at an out-of-network pharmacy that does not access Moda Health's claims payment system will need to submit a request for reimbursement by completing the prescription medication claim form, which is available on the Member Dashboard or by contacting Customer Service.

#### **11.1.4 Out-of-Country or Foreign Claims**

Out-of-country care is only covered for emergency or urgent care situations. When care is received outside the United States, the member must provide all of the following information to Moda Health:

- a. Patient's name, subscriber's name, and group and ID numbers
- b. Statement explaining where the member was and why they sought care
- c. Copy of the medical record (translated is preferred if available)
- d. Itemized bill for each date of service
- e. Proof of payment in the form of a credit card/bank statement or cancelled check, if there is no assignment of benefits

#### **11.1.5 Explanation of Benefits (EOB)**

Moda Health will report its action on a claim by providing the member a document called an Explanation of Benefits (EOB). Members are encouraged to access their EOBs electronically by signing up through the Member Dashboard. Moda Health may pay claims, deny them, or apply the allowable amount toward satisfying any deductible. If all or part of a claim is denied, the reason will be stated in the EOB.

If a member does not receive an EOB or an email indicating that an EOB is available within a few weeks of the date of service, this may indicate that Moda Health has not received the claim. To be eligible for reimbursement, claims must be received within the claim submission period explained in section 11.1.

#### **11.1.6 Claim Inquiries**

Customer Service can answer questions about how to file a claim, the status of a pending claim, or any action taken on a claim. Moda Health will respond to an inquiry within 30 days of receipt.

#### **11.1.7 Time Frames for Processing Claims**

For claims that do not require additional information, Moda Health will pay or deny the claim, and an EOB will be sent to the member within 30 days after receiving the claim.

If more information is needed to process the claim for reasons beyond Moda Health's control, a notice will be sent to the member explaining what information is needed within 30 days after Moda Health receives the claim. The party responsible for providing the additional information will have 45 days to submit it. Moda Health will then finish processing the claim and send an EOB to the member no later than 15 days after receiving the information or 30 days of original receipt of the claim.

If a claim is not processed timely, interest of 15% annually will accrue until processing of the claim is complete. Submission of information necessary to process a claim is also subject to the Plan's claim submission period explained in section 11.1.

#### **11.1.8 Time Frames for Processing Prior Authorizations & Utilization Reviews**

Any utilization review decision will be made within 5 business days after receipt of the request for prior authorization of nonemergency situations. For emergency situations, utilization review

decisions for care following emergency services will be made as soon as is practicable but in any event no later than 24 hours after receiving the request for prior authorization or for coverage determination.

Any utilization review to deny, reduce, or terminate a health care benefit or to deny payment for a medical service because that service is not medically necessary shall be reviewed by a Moda Health employee or agent who holds the same or similar specialty as typically manages the medical condition, procedure or treatment under review.

A prior authorization for a covered medical procedure on the basis of medical necessity will not be retroactively denied unless the prior authorization is based on materially incomplete or inaccurate information provided by or on behalf of the provider.

## **11.2 COMPLAINTS, APPEALS & EXTERNAL REVIEW**

Before filing an appeal, it may be possible to resolve a dispute with a phone call to Customer Service.

### **11.2.1 Time Limit for Submitting Appeals**

Members have **180 days** from the date they receive notice of an adverse benefit determination to submit an initial written appeal. If an appeal is not submitted within the timeframes outlined in this section, the right to the appeal process may be lost. Members may file a written request for extension to the timeframes outlined in this section. The request must include at least one justification, with a fair and reasonable basis for allowing the extension.

### **11.2.2 The Review Process**

The Plan has a 2-level internal review process consisting of a first level appeal and a voluntary second level appeal. If a member is not satisfied with the outcome of the first level appeal, and the dispute meets the specifications outlined in section 11.2.4, the member may request a second level appeal or an external review by an independent review organization. The first level of appeal must be exhausted to proceed to external review unless Moda Health agrees otherwise. Moda Health will provide for a written decision by a Moda Health employee or agent who holds the same or similar specialty as would typically manage the case being reviewed. If new or additional evidence or rationale is used by Moda Health in connection with the claim, it will be provided to the member, in advance and free of charge, before any final internal adverse benefit determination. Members may respond to this information before Moda Health's determination is finalized.

The timelines addressed in the sections below do not apply when the member does not reasonably cooperate or circumstances beyond the control of either party (Moda Health or the member) makes it impossible to comply with the requirement. Whoever is unable to comply must give notice of the specific reason to the other party as soon as possible when the issue arises).

A member may review the claim file and present evidence and testimony as part of the appeal process, and may appoint a representative to act on their behalf.

### **11.2.3 First Level Appeals**

An appeal must be submitted in writing. For claims involving urgent care, the appeal may be made by phone. If necessary, Customer Service can help with filing an appeal. Moda Health will acknowledge receipt of a written appeal and provide notice of the appeal provisions within 3

business days and conduct an investigation by persons who were not involved in the initial determination.

An appeal related to an urgent care claim can have a faster review upon request. Reviews of appeals that meet the criteria to be expedited will be finished within 72 hours in total for the first and second level appeals combined after Moda Health has received those appeals. The time between the first level appeal decision and when Moda Health receives the second level appeal does not count.

If the member does not provide enough information for Moda Health to make a decision at each appeal level, Moda Health will notify the member within 24 hours of receiving the appeal of the specific information necessary to make a decision. The member must provide the specified information as soon as possible.

For pre-service claims, investigations will be completed and a notice will be sent within 15 calendar days. For post-service claims, investigations will be completed and a notice sent within 30 calendar days.

When an investigation is finished, Moda Health will send a written notice of the decision to the member, including the reason for the decision. The notice on a decision regarding a utilization review issue will include the right to file a voluntary second level appeal and an external review.

#### **11.2.4 Second Level Appeals**

A member who disagrees with the decision regarding the first level appeal of a utilization review issue may request a review of the decision. The second level appeal is voluntary and must be submitted in writing within 60 days of the date of Moda Health's action on the first level appeal.

Investigations and responses to a second level appeal will be by persons who were not involved in the initial determinations, and will follow the same timelines as those for a first level appeal. Moda Health will notify the member in writing of the decision, the basis for the decision, and if applicable, information on the right to file a lawsuit under ERISA Section 502(a) and the right to request an external review.

If the member elects to request a second level appeal, any statute of limitation or timeline pertaining to the rights for further review, such as external review or a lawsuit under ERISA Section 502(a), will be paused during the review process.

If the member chooses not to pursue the second level appeal, Moda Health waives any right to assert that the member failed to exhaust the internal review process should they elect to file a lawsuit in court under ERISA Section 502(a) following the first level appeal.

#### **11.2.5 Appeals on Ongoing Care**

If reducing or terminating an ongoing course of treatment before the end of the approved period of time or number of treatments, Moda Health will notify the member in advance and provide information about the right to appeal. Moda Health will provide continued coverage pending the outcome of an appeal. If the decision is upheld, the member is responsible for the cost not covered by Moda Health.

### **11.2.6 External Review**

If the dispute meets the criteria below, a member may request that it be reviewed by an independent review organization (IRO) appointed by the Alaska Division of Insurance.

- a. The member must sign a HIPAA release waiver allowing the IRO to see their medical records.
- b. The dispute must relate to:
  - i. An adverse benefit determination or final internal adverse benefit determination that involves medical judgment or rescission but does not include disputes about eligibility to participate in the Plan, except for those related to rescissions
  - ii. Cases in which Moda Health does not meet the internal timeline for review or the state or federal requirements for providing related information and notices
- c. The request for external review must be made in writing to the director of the Alaska Division of Insurance no more than 180 days after receipt of the adverse benefit determination or the final internal adverse benefit determination. For expedited review, the request may be made by phone. A member may submit additional information to the IRO within 5 business days, or 24 hours for an expedited review. Members may file a written request for extension to the 180-day limit. The request must include at least one justification, with a fair and reasonable basis for allowing the extension.
- d. The member must have finished the appeal process described in sections 11.2.3 and 11.2.4. However, Moda Health may waive this requirement and have an appeal referred directly to external review with the member's consent.
- e. The member shall provide complete and accurate information to the IRO in a timely manner.

Moda Health will send a written notice to the member within 6 business days of receipt if the request is incomplete or ineligible for external review. Otherwise, the IRO will provide a written notice of the final external review decision no later than 45 days after its receipt of the request. If a request for an urgent care claim is incomplete or ineligible for external review, Moda Health will send a written notice to the member within 24 hours. Otherwise, the IRO will expedite the review and provide notice within 72 hours after its receipt of the request.

The decision of the IRO is binding except to the extent other remedies are available to the member under state or federal law, such as filing a civil suit in superior court.

### **11.2.7 Complaints**

Moda Health will review complaints about the following issues when submitted in writing within 180 days from the date of the claim:

- a. Availability, delivery or quality of a healthcare service
- b. Claims payment, handling or reimbursement for healthcare services that is not appealing an adverse benefit determination
- c. The contractual relationship between a member and Moda Health

Review of a complaint will be completed within 30 days. If more time is needed, Moda Health will notify the member and have 15 more days to make a decision.

### 11.2.8 Additional Member Rights

Members may contact the Employee Benefits Security Administration at 866-444-3272 for questions about their appeal rights or for help.

Assistance may also be obtained from the Alaska Division of Insurance:

Phone: 907-269-7900 or toll free 800-467-8725  
Fax: 907-269-7910  
Mail: Division of Insurance  
Consumer Services Section  
550 West 7<sup>th</sup> Avenue, Suite 1560  
Anchorage, AK 99501  
E-mail: [insurance@alaska.gov](mailto:insurance@alaska.gov)  
Internet: [www.commerce.alaska.gov/web/ins/Consumers/ConsumerComplaint.aspx](http://www.commerce.alaska.gov/web/ins/Consumers/ConsumerComplaint.aspx)

The first step of review must be exhausted before a member can exercise the right to file a lawsuit in court under ERISA Section 502(a), unless Moda Health fails to meet the internal timelines for review or to provide all of the information and notices required under state and federal law. The right to sue may be lost if the member has not used all of their internal appeal rights, which is generally required before filing a lawsuit.

### 11.2.9 Definitions

For purposes of section 11.2, the following definitions apply:

**Adverse Benefit Determination** is a written notice from Moda Health in the form of a letter or an Explanation of Benefits (EOB), of any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including one based on a determination of a person's eligibility to participate in the Plan and one resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not necessary and customary by the standards of generally accepted practice for the prevention or treatment of disease or accidental injury.

A **Final Internal Adverse Benefit Determination** is an adverse benefit determination that has been upheld by Moda Health at the completion of the internal appeal process or with respect to which the internal appeal process has been exhausted.

**Appeal** is a written request by a member or their representative for Moda Health to review an adverse benefit determination.

**Appointed or Authorized Representative** is a person appointed or authorized to represent a member in filing an appeal or complaint. A member may appoint any person (relative, friend, advocate, attorney, or physician). A surrogate may be authorized by the court or act in accordance with state law on behalf of the member (court-appointed guardian, one with Durable Power of Attorney, healthcare proxy, or person designated under a healthcare consent statute).

**Claim Involving Urgent Care** is any claim for medical care or treatment in which the application of the regular time period to review a denial of a pre-service claim could

- a. Seriously jeopardize a member's life or health or ability to regain maximum function

- b. Would subject the member to severe pain that cannot be adequately managed without the requested care or treatment. A professional provider with knowledge of a member's medical condition decides this.

Urgent care claims include requests involving a denial of coverage based on a determination that treatment was experimental or investigational. The member's physician must certify in writing that the recommended service or treatment that is the subject of the denial of coverage will be significantly less effective if not promptly initiated.

**Complaint** is an expression of dissatisfaction to Moda Health about any matter not involving an appeal or adverse benefit determination. Complaints may involve access to providers, waiting times, demeanor of medical care personnel, adequacy of facilities and quality of medical care. A complaint does not include a request for information or clarification about any subject related to the Plan.

**Post-service claim** is any claim for a benefit under the Plan for care or services that have already been received by a member.

**Pre-service claim** is any claim for a benefit under the Plan for care or services that must be prior authorized and the services have not been received.

**Utilization review** is how Moda Health reviews the medical necessity, appropriateness, or quality of medical care services and supplies. An adverse benefit determination that the item or service is not medically necessary or appropriate, is investigational or experimental, or in which the decision as to whether a benefit is covered involved a medical judgment is a utilization review decision.

### 11.3 CONTINUITY OF CARE

If a member is being actively treated by a Tier 1 or Tier 2 provider at the time the professional provider or facility's written agreement ends, the member may continue to be treated by that provider for a limited period of time. During this time, Moda Health will consider the provider to still have an agreement only while the Plan remains in effect and

1. Regarding continuity of care with a professional provider
  - a. for the period that is the longest of the following:
    - i. the end of the current plan year
    - ii. up to 90 days after the termination date, if the event triggering the right to continuing treatment is part of an ongoing course of treatment
    - iii. through completion of postpartum care, if the member is pregnant on the date of termination; or
  - b. until the end of the medically necessary treatment for the medical condition if the member has a terminal medical condition. In this paragraph, "terminal" means a life expectancy of less than one year.
2. Regarding continuity of care with a facility  
For the period that ends on the earlier of the following dates:
  - a. 90 days starting on the date we send you a letter about your right to continuity of care
  - b. the date on which you are no longer a continuing care patient with the provider

Continuing care patients means persons who are at least one of the following:

- a. Undergoing treatment from the provider for a serious and complex condition, defined as:
  - i. In the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm.
  - ii. In the case of a chronic illness or condition, a condition that is:
    - Life-threatening, degenerative, potentially disabling, or congenital and
    - Requires specialized medical care over a prolonged period of time
- b. Undergoing a course of institutional or inpatient care from the provider
- c. Scheduled to undergo nonelective surgery from the provider including receipt of postoperative care from such provider or facility with respect to such a surgery
- d. Pregnant and undergoing treatment for pregnancy from the provider
- e. Terminally ill and receiving treatment for such illness from the provider

## 11.4 BENEFITS AVAILABLE FROM OTHER SOURCES

Sometimes healthcare expenses may be the responsibility of someone other than Moda Health.

### 11.4.1 Coordination of Benefits (COB)

Coordination of benefits applies when a member has healthcare coverage under more than one plan.

If the member is covered by another plan or plans, the benefits under this Plan and the other plan(s) will be coordinated. This means one plan pays its full benefits first, and then any other plans pay. The order of benefit determination rules decide the order in which each plan will pay a claim for benefits. (For coordination with Medicare, see section 11.4.2.)

#### 11.4.1.1 Order of Benefits Determination (Which Plan Pays First?)

When another plan does not have a COB provision, that plan is primary. When another plan does have a COB provision, the first of the following rules that applies will govern (see section 11.4.2 for coordination with Medicare):

- a. **Non-dependent/Dependent.** If a plan covers the member as other than a dependent (e.g., an employee, member of an organization, primary insured, or retiree), then that plan will determine its benefits before a plan that covers the member as a dependent. However, if the member is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the member as a dependent and primary to the plan covering the member as other than a dependent (e.g. a retired employee), then the order of benefits between the 2 plans is reversed.
- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married or living together whether or not they have ever been married, then the plan of the parent whose birthday falls earlier in the calendar year is the primary plan. If both parents' birthdays are on the same day, the plan that has covered the parent the longest is the primary plan. (This is called the birthday rule) If another plan does not include this rule based on the parents' birthdays, but instead has a rule based on the gender of the parent, then that plan is the primary plan.
- c. **Dependent Child/Parents Separated or Divorced or Not Living Together.** If the member is a dependent child of divorced or separated parents, or parents not living together whether or not they have ever been married, then the following rules apply:

- i. If a court decree states that one of the parents is responsible for the healthcare expenses of the child, and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to plan years beginning after the plan is given notice of the court decree.
- ii. If a court decree states that both parents are responsible for the healthcare expenses of the child, or that the parents have joint custody without specifying that one parent is responsible, the birthday rule described above applies.
- iii. If there is not a court decree allocating responsibility for the child's healthcare expenses, the order of benefits is as follows: The plan covering the
  - A. Custodial parent
  - B. Spouse or domestic partner of the custodial parent
  - C. Non-custodial parent
  - D. Spouse or domestic partner of the non-custodial parent
- d. **Dependent Child Covered by Individual Other than Parent.** For a dependent child covered under more than one plan of persons who are not the parents of the child, the first applicable provision (b or c) above shall determine the order of benefits as if those persons were the parents of the child.
- e. **Dependent Child Covered by Parent and Spouse/Domestic Partner.** For a dependent child covered under the plans of both a parent and a spouse or domestic partner, the length of coverage provision below shall determine the order of benefits. If coverage under either or both parents' plans and the spouse's/domestic partner's plan began on the same day, the birthday rule will apply.
- f. **Active/Retired or Laid Off Employee.** The plan that covers a member as an active employee, (i.e., one who is neither laid off nor retired) or as determines its benefits before those of a plan that covers the member as a laid off or retired employee or as that employee's dependent. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- g. **COBRA or State Continuation Coverage.** If a member whose coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering that member as an employee, member of an organization, primary insured, or retiree or as a dependent of the same, is the primary plan and the COBRA or other continuation coverage is the secondary plan. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.
- h. **Longer/Shorter Length of Coverage.** The plan that covered a member longer is the primary plan and the plan that covered the member for the shorter period of time is the secondary plan.
- i. **None of the Above.** If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans. In addition, this Plan will not pay more than it would have paid if it had been the primary plan.

#### 11.4.1.2 How COB Works

The **primary plan** (the plan that pays benefits first) pays the benefits that would be payable under its terms in the absence of this provision.

The **secondary plan** (the plan that pays benefits after the primary plan) will reduce the benefits it pays so that payments from all plans are not more than 100% of the total allowable expense.

If the primary plan is a closed panel plan and the secondary plan is not, the secondary plan shall provide benefits as if it were the primary plan when a member uses a non-contracted, except for emergency services or authorized referrals that are paid or provided by the primary plan.

#### 11.4.1.3 COB and Plan Limits

If COB reduces the benefits payable under more than one plan provision, each benefit will be reduced proportionately. Only the reduced amount will be charged against any benefit limit in those plan provisions.

#### 11.4.1.4 Pharmacy COB

Claims subject to the COB provision of the Plan may be submitted electronically by pharmacies or through the direct member reimbursement paper claim process. The preferred method is for the pharmacy to electronically transmit the primary plan's remaining balance to Moda Health for processing. If approved, the secondary claim will be automatically processed according to plan benefits. Members who are unable to have their secondary claims processed electronically may submit a claim reimbursement request directly to Moda Health (see section 11.1.3).

The way a pharmacy claim is paid by the primary payer will affect how Moda Health pays the claim as the secondary plan.

**Denied by Primary:** If a claim is denied by the primary plan, Moda Health will process the claim as if it is primary.

#### **Approved by Primary:**

**Primary plan does not pay anything toward the claim.** Reasons for this may include the member has not satisfied a deductible or the cost of the medication is less than the primary plan's cost sharing. When this happens, Moda Health will pay as if it is primary.

**Primary plan pays benefits.** Moda Health will pay up to what the Plan would have allowed if it had been the primary payer. The Plan will not pay more than the member's total out of pocket expense under the primary plan.

#### 11.4.1.5 Definitions

For purposes of 11.4.1, the following definitions apply:

**Plan** means 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 covered persons in a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

Plan includes:

- a. Group or individual insurance contracts and group-type contracts
- b. HMO (health maintenance organization) coverage
- c. Coverage under a labor-management trustee plan, a union welfare plan, an employer organization plan or an employee benefits plan
- d. Medical care components of group or individual long-term care contracts, such as skilled nursing care
- e. Medicare or other government programs, other than Medicaid, and any other coverage required or provided by law
- f. Other arrangements of insured or self-insured group or group-type coverage

Plan does not include:

- a. Hospital indemnity coverage or other fixed indemnity coverage
- b. Accident-only coverage
- c. Specified disease or specified accident coverage
- d. School accident coverage
- e. Benefits for non-medical components of group or individual long-term care policies
- f. Medicare supplement policies
- g. Medicaid policies
- h. Coverage under other federal governmental plans, unless permitted by law

Each contract or other arrangement for coverage described above is a separate plan. If a plan has 2 parts and COB rules apply to only one of the 2, each of the parts is treated as a separate plan.

**Claim** means a request that benefits of a plan be provided or paid.

**Allowable expense** means a healthcare expense, including cost sharing, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of a service instead of cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the member 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 member is not an allowable expense.

If a plan benefit has a visit, day or dollars paid limitation and the limitation has been met, services over the limitation will not be considered allowable expenses for the purpose of this provision.

**This Plan** is the part of this policy that provides benefits for healthcare expenses to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the policy providing healthcare benefits is separate from this Plan. A policy may apply one COB provision to certain benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

**Closed panel plan** is a plan that provides healthcare benefits to covered persons primarily in the form of services through a network 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 contracted provider.

**Custodial parent** is the parent awarded custody by a court decree. If there is no court decree, it is the parent with whom the child lives more than one half of the calendar year excluding any temporary visitation.

#### **11.4.2 Coordination with Medicare**

The Plan coordinates benefits with Medicare as required under federal government rules and regulations. This includes coordinating the Medicare allowable amount. To the extent permitted by law, if the Plan is secondary to Medicare, the Plan will not pay for any part of a covered expense that is actually paid under Medicare or would have been paid under Medicare if the member had enrolled in Medicare when eligible. The Plan will estimate what Medicare would have paid and reduce its benefits based on the estimate. In addition, if the Plan is secondary to Medicare, Moda Health does not pay for any part of expenses incurred from providers who have opted out of Medicare participation.

The Plan may estimate Medicare's payment when:

- a. The Plan is a retiree plan
- b. The member is on COBRA (does not apply for ESRD, below)
- c. The member is under age 65 and disabled and the group has fewer than 100 employees
- d. The member has end-stage renal disease (ESRD) and it is during the 30 months after they became eligible to enroll in Medicare.

A member who chose not to enroll in Medicare when first eligible or canceled Medicare after initial enrollment may have to pay any expenses not paid by the Plan.

Members with end-stage renal disease (ESRD) should enroll in Medicare as soon as they are eligible to do so.

### **11.4.3 Third Party Liability**

A member may have a legal right to recover benefit or healthcare costs from a third party as a result of a medical condition for which such costs were paid by Moda Health.

The Plan does not cover benefits for which a third party may be legally liable. Because recovery from a third party may be difficult and take a long time, as a service to the member Moda Health will pay a member's expenses based on the understanding and agreement that Moda Health is entitled to be reimbursed in full from any recovery the member may receive for any benefits paid that are or may be recoverable from a third party or other source, no matter how the recovery is characterized.

The member agrees that Moda Health has the rights described in section 11.4.3. Moda Health may seek recovery under one or more of the procedures outlined in this section. The member agrees to do whatever is necessary to fully secure and protect, and to do nothing to prejudice, Moda Health's right of recovery or subrogation as discussed in this section.

#### **11.4.3.1 Definitions**

For purposes of section 11.4.3, the following definitions apply:

**Benefits** means any amount paid by Moda Health, or submitted to Moda Health for payment to or on behalf of a member. Bills, statements or invoices submitted by a provider to or on behalf of a member are considered requests for payment of benefits by the member.

**Recovery Funds** means any amount recovered from a third party.

**Third Party** means any person or entity responsible for the medical condition, or the aggravation of a medical condition, of a member. Third party includes any insurer of such person or entity, including different forms of liability insurance, or any other form of insurance that may pay money to or on behalf of the member including uninsured motorist coverage, under-insured motorist coverage, premises med-pay coverage, personal injury protection (PIP) coverage, and workers' compensation insurance.

**Third Party Claim** means any claim, lawsuit, settlement, award, verdict, judgment, arbitration decision or other action against a third party (or any right to such an action) by or on behalf of a member, regardless of how the claims, damages or recovery funds are characterized. (For example, a member who has received payment of medical expenses from Moda Health may file a third party claim, but only seek the recovery of non-economic damages. In that case, Moda Health is still entitled to recover benefits as described in section 11.4.3.)

#### **11.4.3.2 Subrogation**

Upon payment by the Plan, Moda Health has the right to pursue the third party in its own name or in the name of the member. The member shall do whatever is necessary to secure such subrogation rights and do nothing to prejudice them. Moda Health is entitled to all subrogation rights and remedies under the common and statutory law, as well as under the Plan.

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

In addition to its subrogation rights, Moda Health may, at its option, require a member, and their attorney, if any, to protect its recovery rights. The following rules apply:

- a. The member holds any rights of recovery against the third party in trust for Moda Health, but only for the amount of benefits Moda Health paid for that medical condition.
- b. Moda Health is entitled to receive the amount of benefits it has paid for a medical condition out of any settlement or judgment that results from exercising the right of recovery against the third party. This is so whether or not the third party admits liability or claims that the member is also at fault. In addition, Moda Health is entitled to receive the amount of benefits it has paid whether the healthcare expenses are itemized or expressly excluded in the third party recovery.
- c. If the Plan is subject to ERISA, the Plan is not responsible for and will not pay any fees or costs associated with the member pursuing a claim against a third party. The Plan is entitled to full reimbursement, without discount and without reduction for attorney fees and costs. Neither the “made-whole” rule nor the “common-fund doctrine” rule applies under the Plan. Only if the Plan is exempt from ERISA, the member may subtract from the money to be paid back to Moda Health a proportionate share of reasonable attorney fees as an expense for collecting from the other party.

The Plan is not responsible for and will not pay any fees or costs associated with the member pursuing a claim against a third party. The Plan is entitled to full reimbursement, without discount and without reduction for attorney fees and costs. Neither the “made-whole” rule nor the “common-fund doctrine” rule applies under the Plan.

- d. This right of recovery includes the full amount of the benefits paid or pending payment by Moda Health, out of any recovery made by the member from the third party, including without limitation any and all amounts from the first dollars paid or payable to the member (including their legal representatives, estate or heirs, or any trust established for the purpose of paying for the future income, care or medical expenses of the member), regardless of the characterization of the recovery, whether or not the member is made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. Moda Health’s recovery rights will not be reduced due to the member’s own negligence.
- e. If it is reasonable to expect that the member will have future expenses for which benefits might be paid by Moda Health, the member shall seek recovery of such future expenses in any third party claim.

#### **11.4.3.4 Additional Provisions**

Members shall comply with the following and agree that Moda Health may do one or more of the following, at its option:

- a. The member shall cooperate with Moda Health to protect its recovery rights, including by:
  - i. Signing and delivering any documents Moda Health reasonably requires to protect its rights, including a Third Party Reimbursement Questionnaire and Agreement. If the member has retained an attorney, then the attorney must also sign the agreement. Moda Health will not be required to pay benefits until the agreement is properly signed and returned
  - ii. Providing any information to Moda Health relevant to the application of the provisions of section 11.4.3 including all information available to the member, or any representative or attorney representing the member, relating to the potential third party claim. This may include medical information , settlement correspondence, copies of pleadings or demands, and settlement agreements, releases or judgments
  - iii. Notifying Moda Health of the potential third party claim for which the Plan may issue benefits. The member has this responsibility even if the first request for payment of benefits is a bill or invoice submitted to Moda Health by the member's provider
  - iv. Taking such actions as Moda Health may reasonably request to assist it in enforcing its third party recovery rights.
- b. The member and their representatives are obligated to notify Moda Health in advance of any claim (written or oral) and/or any lawsuit made against a third party seeking recovery of any damages from the third party, whether or not the member is seeking recovery of benefits paid by Moda Health from the third party.
- c. By accepting payment of benefits by Moda Health, the member agrees that Moda Health has the right to intervene in any lawsuit or arbitration filed by or on behalf of a member seeking damages from a third party.
- d. The member agrees that Moda Health may notify any third party or third party's representatives or insurers of its recovery rights described in section 11.4.3.
- e. Even without the member's written authorization, Moda Health may release to, or obtain from, any other insurer, organization or person, any information it needs to carry out the provisions of section 11.4.3.
- f. Section 11.4.3 applies to any member for whom advance payment of benefits is made by the Plan whether or not the event giving rise to the member's injuries occurred before the member became covered by Moda Health.
- g. If the member continues to receive treatment for a medical condition after obtaining a settlement or recovery from a third party, Moda Health will provide benefits for the continuing treatment of that medical condition only to the extent that the member can establish that any sums that may have been recovered from the third party have been exhausted.

- h. If the member or the member's representatives fails to do any of the above mentioned acts, then Moda Health has the right to not advance payment or to suspend payment of any benefits, or to recover any benefits it has advanced, for any medical condition resulting from the event giving rise to, or the allegations in, the third party claim. Moda Health may notify medical providers seeking authorization of payment of benefits that all payments have been suspended and may not be paid.
- i. Coordination of benefits (where the member has healthcare coverage under more than one plan or health insurance policy) is not considered a third party claim.

## SECTION 12. CONTINUATION OF HEALTH COVERAGE

The following sections on continuation of coverage may apply. Members should check with the Group to find out if they qualify for this coverage. Both subscribers and their dependents should read the following sections carefully.

### 12.1 COBRA CONTINUATION COVERAGE

#### 12.1.1 Introduction

COBRA only applies to employers with 20 or more employees on 50% of the typical business days in the prior calendar year. Certain church plans are exempted from COBRA. Moda Health will provide COBRA continuation coverage to members who have experienced a qualifying event and elect coverage under COBRA, subject to the following conditions:

- a. Moda Health will offer no greater COBRA rights than the COBRA statute requires
- b. Moda Health will not provide COBRA coverage for members who do not comply with the requirements outlined below
- c. Moda Health will not provide COBRA coverage if the COBRA Administrator does not provide the required COBRA notices within the statutory time periods, or if the COBRA Administrator otherwise does not comply with any of the requirements outlined below
- d. Moda Health will not provide a disability extension if the COBRA Administrator does not notify Moda Health within 60 days of its receipt of a disability extension notice from a member

For purposes of section 12.1, COBRA Administrator means either the Group or a third party administrator delegated by the Group to handle COBRA administration.

#### 12.1.2 Qualifying Events

**Subscriber.** A subscriber may elect continuation coverage if coverage is lost because of termination of employment (other than termination for gross misconduct), or a reduction in hours.

**Spouse.** The spouse of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Divorce or legal separation from the subscriber
- d. Subscriber becomes entitled to Medicare

If it can be established that a subscriber has eliminated coverage for their spouse in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation will be considered a qualifying event even though the ex-spouse lost coverage earlier. If the ex-spouse notifies the COBRA Administrator within 60 days of the divorce or legal separation COBRA coverage may be available for the period after the divorce or legal separation.

**Children.** A child of a subscriber has the right to continuation coverage if coverage is lost for any of the following qualifying events:

- a. Death of the subscriber
- b. Termination of the subscriber's employment (for reasons other than gross misconduct) or reduction in the subscriber's hours of employment with the Group
- c. Parents' divorce or legal separation
- d. Subscriber becomes entitled to Medicare
- e. Child ceases to be a "child " under the Plan

**Retirees.** If the Plan provides retiree coverage and the subscriber's former employer files a chapter 11 bankruptcy proceeding, this may be a qualifying event for the retiree who loses coverage as a result, and for their covered dependents.

### **12.1.3 Other Coverage**

The right to elect continuation coverage shall be available to persons who are entitled to Medicare or covered under another group health plan at the time of the election.

### **12.1.4 Notice and Election Requirements**

**Qualifying Event Notice.** A dependent member's coverage ends as of the last day of the month in which a divorce or legal separation occurs (spouse's coverage is lost) or a child loses dependent status under the Plan (child loses coverage). Under COBRA, the subscriber or a family member has the responsibility to notify the COBRA Administrator if one of these events occurs by mailing or hand delivering a written notice to the COBRA Administrator. The notice must include the following: 1) the name of the Group; 2) the name and social security number of the affected members; 3) the event (e.g. divorce); and 4) the date the event occurred. Notice must be given no later than 60 days after the loss of coverage under the Plan. If notice of the event is not given on time, continuation coverage will not be available.

**Election Notice.** Members will be notified of the right to continuation coverage within 14 days after the COBRA Administrator receives a timely qualifying event notice.

Otherwise, members will be notified by the COBRA Administrator of the right to elect COBRA continuation coverage within 44 days of any of the following events that result in a loss of coverage: the subscriber's termination of employment (other than for gross misconduct) or reduction in hours, death of the subscriber, the subscriber's becoming entitled to Medicare, or the Group files for Chapter 11 reorganization.

**Election.** A member must elect continuation coverage within 60 days after plan coverage ends, or, if later, 60 days after the COBRA Administrator sends notice of the right to elect continuation coverage to the affected members. If continuation coverage is not elected, group health insurance coverage will end.

A subscriber or the spouse may elect continuation coverage for eligible family members. Each family member also has an independent right to elect COBRA coverage. This means that a spouse or child may elect continuation coverage even if the subscriber does not.

If COBRA is elected, the Group will provide the same coverage as is available to similarly situated members under the Plan.

### 12.1.5 COBRA Premiums

Members are responsible for all premiums for continuation coverage. Due to the 60-day election period, it is likely that retroactive premiums will be owed for the months between when regular coverage ended and the first payment date. These premiums must be paid in a lump sum at the first payment. The first payment for continuation coverage is due within 45 days after a member provides notice of electing coverage (this is the date the election notice is postmarked, if mailed, or the date the election notice is received by the COBRA Administrator, if hand delivered). Subsequent payments are due on the first day of the month. There will be a grace period of 30 days to pay the premiums. Moda Health will not send a bill for any payments due. The member is responsible for paying the applicable premiums when due; otherwise continuation coverage will end and may not be reinstated. The premium rate may include a 2% add-on to cover administrative expenses.

### 12.1.6 Length of Continuation Coverage

**18-Month Continuation Period.** When coverage is lost due to end of employment or a reduction of hours of employment, coverage generally may be continued for up to a total of 18 months.

**36-Month Continuation Period.** When coverage is lost due to a subscriber's death, divorce or legal separation, or a child ceasing to be a dependent under the terms of the Plan, coverage under the Plan may be continued for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the subscriber's hours of employment, and the subscriber became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for members other than the subscriber who lose coverage as a result of the qualifying event can last up to 36 months after the date of Medicare entitlement. This COBRA coverage period is available only if the subscriber becomes entitled to Medicare within 18 months before the termination or reduction of hours.

**Extended Period.** In the case of loss of coverage due to the bankruptcy of the Group, coverage for the retired subscriber may be continued up to their death. Coverage for each dependent may be continued up to the dependent's death or 36 months after the retired subscriber's death, whichever is earlier.

### 12.1.7 Extending the Length of COBRA Coverage

An extension of the maximum period of coverage may be available if a member is disabled or a second qualifying event occurs. The COBRA Administrator must be notified of a disability or a second qualifying event in order to extend the period of COBRA coverage. If the member does not provide notice of a disability or second qualifying event, they will lose the right to extend the period of COBRA coverage.

**Disability.** If any member is determined by the Social Security Administration to be disabled, the maximum COBRA coverage period that results from a subscriber's termination of employment or reduction of hours may be extended to a total of up to 29 months. The disability must have started before the 61<sup>st</sup> day of the COBRA coverage period and the Social Security Administration determination must be made before the end of the initial 18-month COBRA coverage period. Each family member who has elected COBRA coverage will be entitled to the disability extension if one of them qualifies.

The member must provide a copy of the Social Security Administration's determination of disability to the COBRA Administrator within 60 days after the latest of:

- a. the date of the Social Security Administration's disability determination
- b. the date of the subscriber's termination of employment or reduction of hours
- c. the date on which the member loses (or would lose) coverage under the terms of the Plan as a result of the subscriber's termination or reduction of hours

If the notice is not provided within this timeframe, then there will be no disability extension of COBRA coverage. The premiums for COBRA coverage may increase after the 18<sup>th</sup> month of coverage to 150% of the premiums.

If the Social Security Administration determines the member is no longer disabled, the disability extension ends. The member must notify the COBRA Administrator no more than 30 days after the Social Security Administration's determination that they are no longer disabled.

**Second Qualifying Event:** An extension of coverage will be available to spouses and children who are receiving COBRA coverage if a second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the subscriber's termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months from the date of the first qualifying event. Second qualifying events may include the death of a subscriber, divorce or legal separation from the subscriber, or a child's ceasing to be eligible for coverage as a dependent under the Plan. These events can be a second qualifying event only if they would have caused the member to lose coverage under the Plan if the first qualifying event had not occurred. (This extension is not available under the Plan when a subscriber becomes entitled to Medicare after their termination of employment or reduction of hours.)

This extension is only available if the COBRA Administrator is notified in writing of the second qualifying event within 60 days after the date of the event. If this notice is not provided to the COBRA Administrator during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

#### **12.1.8 Newborn or Adopted Child**

If a child is born to a member or placed for adoption with the subscriber, the child is considered an eligible member. The subscriber may elect continuation coverage for the child provided the child satisfies the otherwise applicable plan eligibility requirements (for example, age). The subscriber or a family member must notify the COBRA Administrator within 31 days of the birth or placement to obtain coverage. If the COBRA Administrator is not notified in the required time, the child will not be eligible for coverage.

#### **12.1.9 Special Enrollment & Open Enrollment**

Members under continuation coverage have the same rights as similarly situated members who are not enrolled in COBRA. A member may add children or spouses as covered dependents in accordance with the Plan's eligibility and enrollment rules, including HIPAA special enrollment. If non-COBRA members can change plans at open enrollment, COBRA members may also change plans at open enrollment.

### **12.1.10 When Continuation Coverage Ends**

COBRA coverage will end earlier than the maximum period if:

- a. any required premiums are not paid in full on time
- b. a member becomes covered under another group health plan
- c. a member becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA. (However, if the qualifying event is the Group's bankruptcy, the member will not lose COBRA because of entitlement to Medicare benefits)
- d. the Group ceases to provide any group health plan for its employees
- e. during a disability extension period (see section 12.1.7), the disabled member is determined by the Social Security Administration to be no longer disabled (COBRA coverage for all members, not just the disabled member, will end)

COBRA coverage may also be canceled for any reason the Plan would terminate coverage of a member not receiving COBRA coverage (such as fraud).

Questions about COBRA should be directed to the COBRA Administrator. The COBRA Administrator should be informed of any address changes.

## **12.2 UNIFORMED SERVICES EMPLOYMENT & REEMPLOYMENT RIGHTS ACT (USERRA)**

Coverage will end if a subscriber is called to active duty by any of the armed forces of the United States of America. However, if a subscriber asks to continue coverage under USERRA, coverage can be continued for up to 24 months or the period of uniformed service leave, whichever is shortest, if the subscriber pays any required contributions toward the cost of the coverage during the leave. If the leave is 30 days or less, the contribution rate will be the same as for active members. If the leave is longer than 30 days, the required contribution will not exceed 102% of the cost of coverage.

If a subscriber does not elect continuation coverage under USERRA or if continuation coverage is terminated or exhausted, coverage will be reinstated on the first day they return to active employment with the Group if released under honorable conditions, but only if they return to active employment:

- a. On the first full business day following completion of military service for a leave of 30 days or less
- b. Within 14 days of completing military service for a leave of 31 to 180 days
- c. Within 90 days of completing military service for a leave of more than 180 days

Regardless of the length of the leave, a reasonable amount of travel time or recovery time for a medical condition determined by the Veteran's Administration (VA) to be service connected will be allowed.

When coverage under the Plan is reinstated, all plan provisions and limitations will apply to the extent that they would have applied if the subscriber had not taken military leave and coverage had been continuous under the Plan. There will be no additional eligibility waiting period. (This waiver of limitations does not provide coverage for any medical condition caused or aggravated by military service, as determined by the VA. Complete information regarding rights under USERRA is available from the Group).

### 12.3 FAMILY & MEDICAL LEAVE

If the Group grants a leave of absence under state or federal family and medical leave laws, the following rules will apply:

- a. Affected members will remain eligible for coverage during a family and medical leave.
- b. If members elect not to remain enrolled during a family and medical leave, they will be eligible to re-enroll in the Plan on the date the subscriber returns from leave. To re-enroll, a complete and signed application must be submitted within 60 days of the return to work. All of the terms and conditions of the Plan will resume at the time of re-enrollment as if there had been no lapse in coverage. Any exclusion period served prior to the leave will be credited and any group eligibility waiting period under the Plan will not have to be re-served. However, no exclusion period credits will be received for the period of the leave.
- c. A subscriber's rights under family and medical leave will be governed by applicable state or federal statute and regulations.

## SECTION 13. DEFINITIONS

**Aetna PPO** is the travel network from which members can get care while traveling outside the network primary service area. The travel network is not available to members who are temporarily living outside the primary service area. To find an Aetna PPO provider, members can search providers <https://www.aetna.com/asa>.

**Ancillary Services** are support services provided to a member in the course of care. They include such services as laboratory and radiology.

**Authorization** see Prior Authorization.

**Autism Spectrum Disorders** has the meaning given in the current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders.

**Calendar Year** is a period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.

**Coinsurance** is the percentages of covered expenses to be paid by a member. If the coinsurance is 20%, the member pays 20% of the covered charge and the Plan pays the other 80%.

**Contracted Provider** is a provider contracted with an insurance company to provide healthcare services to members.

**Copay or Copayment** is the fixed dollar amounts to be paid by a member to a provider when receiving a covered service. For example, a member may have a \$25 copay every time they see their primary care physician. This would be all they pay for the office visit (but other services they get at the same time may have other cost sharing).

**Cost Sharing** is the share of costs a member must pay when receiving a covered service. It includes deductible, copayments or coinsurance. Cost sharing does not include premiums, balance billing amounts for Tier 3 or out-of-state providers or the cost of non-covered services.

**Covered Service** is a service or supply that is specifically described as a benefit of the Plan.

**Creditable Coverage** means a member's prior healthcare coverage, including coverage remaining in force at the time a member obtains new coverage, under any of the following:

- a. A group health plan
- b. Individual insurance coverage including student health plans
- c. Medicare Part A and B
- d. Medicaid, other than benefits consisting solely of benefits under Section 1928 (pediatric vaccines)
- e. Tricare
- f. A medical care program of the Indian Health Service or of a tribal organization
- g. A state high risk pool
- h. Federal Employees Health Benefit Plan (FEHBP)
- i. A public health plan (as defined in regulations)
- j. A Children's Health Insurance Program (CHIP)
- k. A health benefits plan under section 5(e) of the Peace Corps Act (22 U.S.C. 2504(e))

Some plans that provide medical care coverage do not qualify as creditable coverage. Such plans are called excepted benefits. The following plans are excepted benefits:

- a. Coverage only for accident, or disability income insurance, or any combination thereof
- b. Coverage issued as a supplement to liability insurance
- c. Liability insurance, including general liability insurance and automobile liability insurance
- d. Workers' Compensation or similar insurance
- e. Automobile medical payment insurance
- f. Credit-only insurance
- g. Coverage for on-site medical clinics
- h. Other similar insurance coverage, specified in regulations, under which benefits for medical care are secondary or incidental to other insurance

**Custodial Care** means care that helps a member conduct common activities such as bathing, eating, dressing, getting in and out of bed, preparation of special diets, and supervision of medication that usually can be self-administered. It is care that can be provided by people without medical or paramedical skills

**Deductible** is the amount of covered expenses a member must pay before the Plan starts paying. If the member gets Tier 1, Tier 2 and Tier 3 services, 3 separate deductibles may apply.

**Dental Care** is services or supplies to prevent, diagnose, or treat diseases of the teeth and supporting tissues or structures such as gums. It includes services or supplies to restore the ability to chew and to repair defects which have developed because of tooth loss.

**Dependent** is any person who is or may become eligible for coverage under the terms of the Plan because of their relationship to the subscriber.

**Eligible Employee** is an employee or former employee of the Group who meets the eligibility requirements to be enrolled on the Plan (see section 9.1).

**Emergency Medical Condition** is a medical condition with acute symptoms, including severe pain, that a prudent layperson with an average knowledge of health and medicine could reasonably expect would place the health of a member, or a fetus in the case of a pregnant member, in serious jeopardy without immediate medical attention.

**Emergency Medical Screening Examination** means the medical history, examination, related tests and medical determinations required to confirm the nature and extent of an emergency medical condition.

**Emergency Services** are those healthcare items and services furnished in an emergency department of a hospital. All related services routinely available to the emergency department to the extent they are required to stabilize a member, and further medical examination and treatment required to stabilize a member and within the capabilities of the staff and facilities available at the hospital, are included.

Emergency services provided at an out-of-network emergency care facility also include post-stabilization services such as outpatient observation or an inpatient or outpatient stay with respect to the visit at the emergency care facility, except if the attending physician determines the member is able to travel using nonmedical or nonemergency medical transportation to an in-network facility, the out-of-network facility or provider meets the notice and consent requirements, and the member receives the notice and gives informed consent.

**Enroll** means to become covered for benefits under the Plan (that is, when coverage becomes effective) without regard to when the person may have completed or filed any forms that are required in order to become covered. For this purpose, a person who has health coverage is enrolled in the Plan regardless of whether the person elects coverage, the person is a dependent who becomes covered as a result of an election by a subscriber, or the person becomes covered without an election.

**Enrollment Date** is, for new hires and others who enroll when first eligible, the date coverage begins or, if earlier, the first day of the waiting period. For all others, the enrollment date is the date the plan coverage actually begins.

**Exclusion Period** is a period during which specified treatments or services are excluded from coverage.

**Experimental or Investigational** means services, supplies and medications that meet one of the following:

- a. Involve a treatment for which scientific or medical assessment has not been completed, or the effectiveness of the treatment has not been generally established. This includes a treatment program that may be proven for some uses, but scientific literature does not support the use as requested or prescribed. An example is a medication that is proven as a treatment when used alone, but scientific literature does not support using it in combination with other therapies.
- b. Are available in the United States only as part of a clinical trial or research program for the illness or condition being treated
- c. Are not provided by an accredited institution or provider within the United States or are provided by one that has not demonstrated medical proficiency in the provision of the service or supplies
- d. Are not recognized by the medical community in the service area in which they are received
- e. Involve a treatment for which the approval of one or more government agencies is required, but has not been obtained at the time the services and supplies are provided or are to be provided

**First Choice** providers are Tier 2 providers to supplement the Pioneer network in Alaska. First Choice providers are not participating in Pioneer network but provide healthcare to members at discounted rates. To find a First Choice provider, members can search providers at <https://www.fchn.com/providersearch/moda-ak>.

The **Group** is the organization whose employees are covered by the Plan.

**Health Benefit Plan** is an employee welfare benefit plan as defined in 29 U.S.C 1002(1) (Employee Retirement Income Security Act of 1974), and includes a plan, fund, or program established or maintained by a partnership, to the extent that the plan, fund, or program provides medical care, including items and services paid for as medical care to employees, present or former partners, or their dependents, as defined under the terms of the plan, fund, or program, directly or through insurance, reimbursement, or other method. This Plan is a health benefit plan.

**Illness** is a disease or bodily disorder that results in a covered service.

**Implant** is a material inserted or grafted into tissue.

**Injury** is physical damage to the body caused by a foreign object, force, temperature or corrosive chemical. It is the direct result of an accident, independent of illness or any other cause.

**In-Network Pharmacy** is a pharmacy that is contracted under Moda Health to provide pharmacy services to members.

**Maximum Plan Allowance (MPA)** is the maximum amount Moda Health will reimburse providers. For a Tier 1, Tier 2, travel network or out-of-state preferred provider, the MPA is the amount the provider has agreed to accept for a particular service.

MPA for Tier 3 providers in Alaska is the lesser of billed charges or the 80<sup>th</sup> percentile of fees commonly charged for a given procedure in a given area, based on a national database.

MPA for out-of-state providers is the lesser of supplemental provider fee arrangements Moda Health may have in place and the 80<sup>th</sup> percentile of fees commonly charged for a given procedure in a given area, based on a national database.

In certain instances, when a dollar value is not available in the national database, the claim is reviewed by Moda Health's medical consultant, who determines a comparable code to the one billed after consultation with and acceptance by the provider. The claim is processed using the comparable code and as described above.

MPA for Tier 3 and out-of-state facilities such as hospitals, ambulatory surgical centers, home health providers, skilled nursing facilities and residential treatment programs is the lesser of supplemental facility or provider fee arrangements Moda Health may have in place, the 80<sup>th</sup> percentile of fees commonly charged for a given procedure in a given area based on a national database, or the billed charge.

MPA for emergency services received out-of-network, out-of-network air ambulance, or out-of-network services in an in-network facility where the member is not able to choose the provider is the greatest of the median Tier 1 and Tier 2 rates, the maximum amount as calculated according to this definition for Tier 3 providers and the Medicare allowable amount.

MPA for Tier 3 and out of state end-stage renal disease (ESRD) facilities is 125% of the Medicare allowable amount for members eligible for Medicare.

MPA for prescription medications at out-of-network pharmacies is no more than the average wholesale price (AWP) accessed by Moda Health minus a percentage discount. Reimbursement for medications dispensed by all other providers will be subject to the Plan's benefit provisions and paid based on the lesser of either contracted rates, AWP, or billed charges.

When using a Tier 3 or out-of-state provider, any amount above the MPA may be the member's responsibility (this is the balance billing amount) unless balance billing is prohibited by federal law.

**Medical Condition** is any physical or mental condition including, but not limited to, one resulting from illness, injury (whether or not the injury is accidental), pregnancy, or birth defect. Genetic information in and of itself is not a condition. Genetic Information pertains to a member or their relative, and means information about genetic tests, a request for or receipt of genetic services,

or participation in clinical research that includes genetic services. It also includes a disease or disorder in a member's relative.

**Medically Necessary** means healthcare services, medications, supplies or interventions that a treating licensed healthcare provider recommends and all of the following are met:

- a. It agrees with standards that are based on credible scientific evidence published in peer reviewed medical literature in relation to effectiveness for services, medications and interventions for medical condition and patient indications
- b. It is consistent with the symptoms or diagnosis of the member's condition and appropriate considering the potential benefit and harm to the patient
- c. The service, medication, supply or intervention is known to be effective in improving health outcomes
- d. The service, medication, supply or intervention is cost-effective compared to the alternative intervention, including no intervention

The fact that a provider prescribes, orders, recommends, or approves a service or supply does not, of itself, make the service medically necessary or a covered service.

Moda Health may require proof that services, interventions, supplies or medications (including court-ordered care) are medically necessary. No benefits will be paid if the proof is not received or is not acceptable, or if the service, supply, medication or medication dose is not medically necessary. Claims processing may be denied if proof of medical necessity is required but not provided by the health service provider.

Medically necessary care does not include custodial care.

See Treatment Not Medically Necessary in the General Exclusions (Section 8) for more information.

**Member** is a subscriber or dependent of a subscriber who has enrolled for coverage under the terms of the Plan.

**Mental Health Condition** is any mental health disorder covered by the diagnostic categories listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

**Mental Health Provider** is a board-certified psychiatrist, or any of the following state-licensed professionals: a psychologist, a psychologist associate, a mental health nurse practitioner, a clinical social worker, a professional counselor, a mental health counselor, a marriage and family therapist, a psychiatric mental health clinical nurse specialist or a master social worker.

**Moda Health** refers to Moda Health Plan, Inc.

**Network** is a group of providers who contract to provide healthcare to members at negotiated rates. These groups are called Preferred Provider Organizations (PPOs), and provide Tier 1 services in their specific service areas. See Section 5 for more information about networks. Covered medical expenses will be paid at a higher rate when a Tier 1 provider is used as shown in Section 3.

**Non-Contracted Provider** is a provider not contracted with an insurance company to provide healthcare services to members.

**Out-of-Network Pharmacy** is a pharmacy that is not contracted under Moda Health to provide pharmacy services to members.

**Out-of-Pocket Maximum** is the maximum amount a member pays out-of-pocket every year, including the deductible, coinsurance and copays. If a member obtains Tier 1, Tier 2 and Tier 3 services, 3 separate out-of-pocket maximums apply. If a member reaches the Tier 1 and Tier 2 out-of-pocket maximum in a calendar year, the Plan will pay 100% of eligible expenses for the rest of the year.

**Pioneer** refers to the primary network covered at Tier 1 benefit level.

The **Plan** is the health benefit plan sponsored by the Group and insured under the terms of the policy between the Group and Moda Health.

The **Policy** is the agreement between the Group and Moda Health for insuring the health benefit plan sponsored by the Group. This handbook is a part of the policy.

**Prior Authorization** or **Prior Authorized** refers to getting approval from Moda Health before the date of service. A complete list of services and medications that require prior authorization is available on the Member Dashboard or by contacting Customer Service. A service, supply or medication that is not prior authorized when required will result in denial of benefits or a penalty (see section 6.1).

**Professional Provider** is an autism service provider or any state-licensed or state-certified healthcare professionals, when providing medically necessary services within the scope of their licenses or certifications.

**Provider** is an entity, including a facility, a medical supplier, a program or a professional provider, that is state licensed or state certified and approved to provide a covered service or supply.

**Service Area** is the geographical area where Tier 1 or Tier 2 providers provide their services.

**Subscriber** is any employee or former employee who is enrolled in the Plan.

**Tier 1** refers to providers that are contracted with Pioneer network to provide care to members.

**Tier 2** refers to providers that are contracted with First Choice network in Alaska to provide care to members.

**Tier 3** refers to providers that are not contracted under Moda Health to provide benefits with discounted rates to members.

**Waiting Period** is the period that must pass before a person is eligible to enroll for benefits under the terms of the Plan.

## SECTION 14. GENERAL PROVISIONS & LEGAL NOTICES

### 14.1 MEMBER DISCLOSURES

Members have the right to:

- a. Information about the Plan and how to use it, the providers who will care for them, and their rights and responsibilities.
- b. Be treated with respect and dignity.
- c. Urgent and emergency services, 24 hours a day, 7 days a week.
- d. Participate in decision making regarding their healthcare. This includes
  - i. change to a new primary care physician (PCP)
  - ii. a discussion of appropriate or medically necessary treatment options, no matter how much they cost or if they are covered by Moda Health
  - iii. the right to refuse treatment and to be informed of the possible medical result
  - iv. File a statement of wishes for treatment (i.e., an Advanced Directive), or give someone else the right to make healthcare choices when the member is unable to (Power of Attorney)
- e. Privacy. Personal and medical information will only be used or shared as required or allowed by state and federal law.
- f. Appeal a decision or file a complaint about the Plan, and to receive a timely response.
- g. Free language assistance services when communicating with Moda Health.
- h. Make suggestions regarding Moda Health's member rights and responsibilities policy.

Members have the responsibility to:

- a. Read this handbook to make sure they understand the Plan. Members should call Customer Service if they have any questions.
- b. Treat all providers and their staff with courtesy and respect.
- c. Be on time for appointments, and call the office ahead of time if they will be late or need to cancel.
- d. Get regular health checkups and preventive services.
- e. Give their providers all the information needed for them to provide good healthcare.
- f. Participate in making decisions about their medical care and forming a treatment plan.
- g. Follow plans and instructions for care they have agreed to with their provider.
- h. Use urgent and emergency services appropriately.
- i. Show their medical ID card when seeking medical care.
- j. Tell providers of any other insurance policies that may provide coverage.
- k. Reimburse Moda Health from any third party payments they may receive.
- l. Provide information to the Plan to properly administer benefits and resolve any issues or concerns that may arise.

Members may call Customer Service with any questions about these rights and responsibilities.

#### **Member rights under the Women's Health and Cancer Rights Act of 1998 (WHCRA)**

The Plan provides benefits for mastectomy related services, including all states of reconstruction and surgery to achieve symmetry between the breasts, prostheses and complications resulting from a mastectomy, including lymphedema. Contact Customer Service for more information.

## **14.2 GENERAL & MISCELLANEOUS**

### **Contract Provisions**

The policy with Moda Health and this handbook plus any endorsements or amendments are the entire contract between the parties. No promises, terms, conditions or obligations exist other than those contained in the contract. This handbook and the policy plus any endorsements or amendments shall supersede all other communications, representations or agreements, either verbal or written between the parties. If any term, provision, agreement or condition is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

### **Confidentiality of Member Information**

Keeping a member's protected health information confidential is very important to Moda Health. Protected health information includes enrollment, claims, and medical and dental information. Moda Health uses such information internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. Moda Health does not sell this information. The Notice of Privacy Practices provides more detail about how Moda Health uses members' information. A copy of the notice is available on the Moda Health website by following the HIPAA link or by calling 855-425-4192.

### **Right to Collect & Release Needed Information**

In order to receive benefits, the member must give or authorize a provider to give Moda Health any information needed to pay benefits. Moda Health may release to or collect from any person or organization any needed information about the member.

### **Transfer of Benefits**

Only members are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else. Any attempted assignment or transfer will not be binding on Moda Health, except that Moda Health shall pay amounts due under the Plan directly to a provider upon a member's written request.

### **Correction of Payments or Recovery of Benefits Paid by Mistake**

If Moda Health mistakenly makes a payment for a member to which they are not entitled, or pays a person who is not eligible for payments at all, Moda Health has the right to initiate recovery of the payment from the person paid or anyone else who benefited from it, including a provider, within 365 days of the date the original payment was made. Moda Health's right to recovery includes the right to deduct the amount paid from future benefits it would provide for a member even if the mistaken payment was not made on that member's behalf. Moda Health will give a provider or member 30 calendar days written notice prior to recovering a payment. The provider or member has the right to challenge the recovery.

### **Correction of Payments**

If benefits that this Plan should have paid are instead paid by another plan, this Plan may reimburse the other plan. Amounts reimbursed are plan benefits and are treated like other plan benefits in satisfying the Plan's liability.

### **Warranties**

All statements made by the Group, or a member, unless fraudulent, are considered representations and not warranties. No statement made for the purpose of obtaining coverage will void the coverage or reduce benefits unless contained in a written form and signed by the Group, or the member, a copy of which has been given to the Group, or member or member's beneficiary.

**No Waiver**

Any waiver of any provision of the Plan or any performance under the Plan must be in writing and signed by the waiving party. Any such waiver shall not operate as, or be deemed to be, a waiver of any prior or future performance or enforcement of that provision or any other provision. If Moda Health delays or fails to exercise any right, power or remedy provided in the Plan, including a delay or omission in denying a claim, that shall not waive Moda Health's rights to enforce the provisions of the Plan.

**Group is the Agent**

The Group is the members' agent for all purposes under the Plan. The Group is not the agent of Moda Health.

**Responsibility for Quality of Medical Care**

In all cases, members have the exclusive right to choose their provider. Moda Health is not responsible for the quality of medical care received, since all those who provide care do so as independent contractors. Moda Health cannot be held liable for any claim for damages connected with injuries a member suffers while receiving medical services or supplies.

**Governing Law**

To the extent the Plan is governed by state law, it shall be governed by and construed in accordance with the laws of the state of Alaska.

**Where any Legal Action must be Filed**

Any legal action arising out of the Plan must be filed in either state or federal court in the state of Alaska.

**Time Limit for Filing a Lawsuit**

Any legal action arising out of, or related to, the Plan and filed against Moda Health by a member or any third party must be filed in court at least 60 days, but no more than 3 years, after the time the claim was filed (see section 11.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

**Evaluation of New Technology**

Moda Health develops medical necessity criteria for new technologies and new use of current technologies. The medical necessity criteria committee reviews information consisting of medical studies, national, regional or local clinical practice guidelines, and local and national carrier benefits to develop the criteria. The reviews are performed once a year or more often if needed.

**14.3 ERISA DUTIES**

Subscribers are entitled to certain rights and protections if the Plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA). Members should check with the Group to find out if this section applies to their Plan.

**Plan Administrator as Defined Under ERISA**

Moda Health is not the plan administrator or the named fiduciary of the Plan, as defined under ERISA. Contact the Group for more information.

### **Information About the Plan and Benefits**

Subscribers may examine, without charge, at the Group's office and at other specified locations such as worksites, all documents governing the Plan, including insurance contracts, collective bargaining agreements (if applicable), updated summary plan description, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (if any). This information can be obtained by written request. The Group may make a reasonable charge for the copies.

Subscribers are entitled to receive a summary of the Plan's annual financial report, if any is required by ERISA. The Group is required by law to furnish each subscriber with a copy of this summary annual report.

### **Continuation of Group Health Plan Coverage**

Subscribers are entitled to continue healthcare coverage for themselves or their dependents if coverage under the Plan is lost as a result of a qualifying event. Members may have to pay for such coverage. Members should review this handbook and the documents governing the Plan regarding the rules governing continuation coverage rights.

Members are entitled to reduction or elimination of exclusion periods if they have creditable coverage from another plan. Without evidence of creditable coverage, members may be subject to exclusion periods under the Plan.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for members, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of members. No one, including the employer or any other person, may fire or discriminate against subscribers in any way to prevent them from obtaining a benefit or exercising their rights under ERISA.

### **Enforcement of Rights**

If a claim for benefits is denied or no action is taken, in whole or in part, members have a right to receive an explanation, to obtain without charge copies of documents relating to the decision, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps members can take to enforce these rights. For instance, if a copy of plan documents or the latest annual report is requested from the Group and not received within 30 days, a member may file suit in federal court. In such a case, the court may require the Group to provide the materials and pay the member up to \$110 a day until the member receives the materials, unless the materials were not sent because of reasons beyond the control of the Group. If a claim for benefits is denied or no action is taken, in whole or in part, a member may file suit in state or federal court after exhausting the appeal process required by the Plan (section 11.2). In addition, a member who disagrees with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order may file suit in federal court.

If plan fiduciaries misuse the Plan's money, or if a member is discriminated against for asserting their rights, the member may seek assistance from the U.S. Department of Labor or may file suit in federal court. The court will decide who should pay court costs and legal fees. If the member is successful, the court may order the person who has been sued to pay these costs and fees. If the member loses, the court may order them to pay these costs and fees, (e.g., if it finds the claim is frivolous).

### **Assistance with Questions**

For questions about this section or members' rights under ERISA, or for assistance obtaining documents from the Group, members should contact the Employee Benefits Security Administration, Seattle District Office, 300 Fifth Avenue, Suite 1110, Seattle, Washington, 98104, telephone 206-757-6781, or the Office of Outreach, Education and Assistance, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210, telephone 866-444-3272. Information and assistance is also available through their website: [dol.gov/agencies/ebsa](http://dol.gov/agencies/ebsa). Members may obtain publications about their rights and responsibilities under ERISA by calling the Office of Outreach, Education and Assistance.

SAMPLE

# Nondiscrimination notice

**We follow federal civil rights laws. We do not discriminate based on race, color, national origin, age, disability, gender identity, sex or sexual orientation.**

We provide free services to people with disabilities so that they can communicate with us. These include sign language interpreters and other forms of communication.

If your first language is not English, we will give you free interpretation services and/or materials in other languages.

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**If you need any of the above, call Customer Service at:**

888-217-2363 (TDD/TTY 711)

**If you think we did not offer these services or discriminated, you can file a written complaint.**

**Please mail or fax it to:**

Moda Partners, Inc.  
Attention: Appeal Unit  
601 SW Second Ave.  
Portland, OR 97204  
Fax: 503-412-4003

**If you need help filing a complaint, please call Customer Service.**

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights at [ocrportal.hhs.gov/ocr/portal/lobby.jsf](https://ocrportal.hhs.gov/ocr/portal/lobby.jsf), or by mail or phone:

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

You can get Office for Civil Rights complaint forms at [hhs.gov/ocr/office/file/index.html](https://hhs.gov/ocr/office/file/index.html).

**Dave Nessler-Cass coordinates our nondiscrimination work:**

Dave Nessler-Cass,  
Chief Compliance Officer  
601 SW Second Ave.  
Portland, OR 97204  
855-232-9111  
[compliance@modahealth.com](mailto:compliance@modahealth.com)

ATENCIÓN: Si habla español, hay disponibles servicios de ayuda con el idioma sin costo alguno para usted. Llame al 1-877-605-3229 (TTY: 711).

CHÚ Ý: Nếu bạn nói tiếng Việt, có dịch vụ hỗ trợ ngôn ngữ miễn phí cho bạn. Gọi 1-877-605-3229 (TTY:711)

注意：如果您說中文，可得到免費語言幫助服務。請致電1-877-605-3229（聾啞人專用：711）

주의: 한국어로 무료 언어 지원 서비스를 이용하시려면 다음 연락처로 연락해주시기 바랍니다. 전화 1-877-605-3229 (TTY: 711)

PAUNAWA: Kung nagsasalita ka ng Tagalog, ang mga serbisyong tulong sa wika, ay walang bayad, at magagamit mo. Tumawag sa numerong 1-877-605-3229 (TTY: 711)

تنبيه: إذا كنت تتحدث العربية، فهناك خدمات مساعدة لغوية متاحة لك مجانًا. اتصل برقم (الهاتف النصي: 711) 1-877-605-3229

ہوتے ہیں تو سانی (URDU) توجہ دیں: اگر آپ اردو اعانت آپ کے لیے بلا معاوضہ دستیاب ہے۔ پر کال کریں 1-877-605-3229 (TTY: 711)

ВНИМАНИЕ! Если Вы говорите по-русски, воспользуйтесь бесплатной языковой поддержкой. Позвоните по тел. 1-877-605-3229 (текстовый телефон: 711).

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 1-877-605-3229 (TTY : 711)

توجہ: در صورتی کہ بہ فارسی صحبت می کنید، خدمات ترجمہ بہ صورت رایگان برای شما موجود است. با (TTY: 711) 1-877-605-3229 تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं, तो आपको भाषाई सहायता बिना कोई पैसा दिए उपलब्ध है। 1-877-605-3229 पर कॉल करें (TTY: 711)

Achtung: Falls Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistentendienste zur Verfügung. Rufen sie 1-877-605-3229 (TTY: 711)

注意：日本語をご希望の方には、日本語サービスを無料で提供しております。1-877-605-3229（TTY、テレタイプライターをご利用の方は711）までお電話ください。

အကူအညီ: ဤတမ်း (မူပိုင်ခွင့် မပါဘဲ အင်္ဂလိပ် နှင့် အခြား ဗဟိုဘာသာစကားဖြင့်) ဝါဒီတို့၏ တိုင်းရင်းသားများအား အကူအညီ ပေးရန် အတွက် ဝန်ဆောင်မှု ပေးပါမည်။ 1-877-605-3229 (TTY: 711) နှင့် ခေါ်ဆိုပါ။

ໂປດຊາຍ: ຖ້າທ່ານເວົ້າພາສາລາວ, ການຊ່ວຍເຫຼືອດ້ານພາສາແມ່ນມີໃຫ້ທ່ານໂດຍບໍ່ເສັຍຄ່າ. ໂທ 1-877-605-3229 (TTY: 711)

УВАГА! Якщо ви говорите українською, для вас доступні безкоштовні консультації рідною мовою. Зателефонуйте 1-877-605-3229 (TTY: 711)

ATENȚIE: Dacă vorbiți limba română, vă punem la dispoziție serviciul de asistență lingvistică în mod gratuit. Sunați la 1-877-605-3229 (TTY 711)

THOV CEEB TOOM: Yog hais tias koj hais lus Hmoob, muaj cov kev pab cuam txhais lus, pub dawb rau koj. Hu rau 1-877-605-3229 (TTY: 711)

ត្រូវចងចាំ៖ បើអ្នកនិយាយភាសាខ្មែរ ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនលោកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

HUBACHIISA: Yoo afaan Kshtik kan dubbattan ta'e tajaajiloonni gargaarsaa isiniif jira 1-877-605-3229 (TTY:711) tiin bilbilaa.

โปรดทราบ: หากคุณพูดภาษาไทย คุณจะสามารถใช้บริการช่วยเหลือด้านภาษาได้ฟรี โทร 1-877-605-3229 (TTY: 711)

FA'AUTAGIA: Afai e te tautala i le gagana Samoa, o loo avanoa fesoasoani tau gagana mo oe e le totogia. Vala'au i le 1-877-605-3229 (TTY: 711)

IPANGAG: Nu agsasaoka iti Ilocano, sidadaan ti tulong iti lengguahe para kenka nga awan bayadna. Umawag iti 1-877-605-3229 (TTY: 711)

UWAGA: Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń: 1-877-605-3229 (obsługa TTY: 711)

SAMPLE



For help, call us directly at 888-873-1395  
(En español: 888-786-7461)

P.O. Box 40384  
Portland, OR 97240