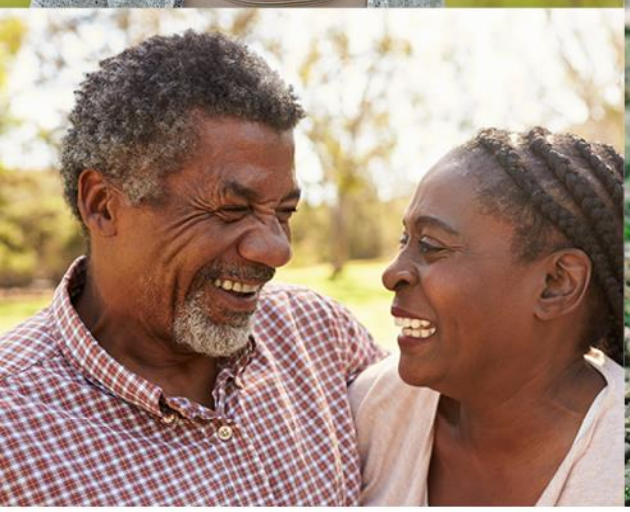

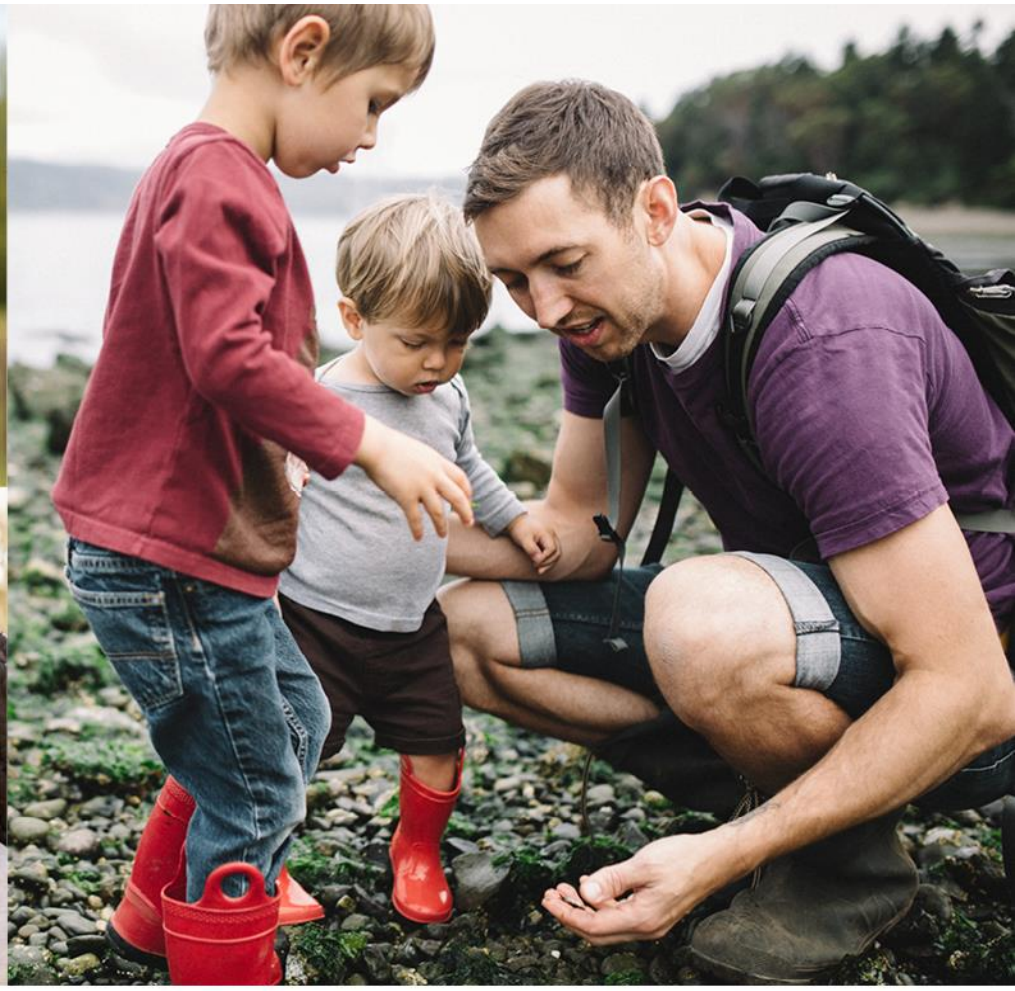

Oregon Individual Policy

Moda Health Oregon Standard Gold Plan (Affinity) ($1,000 Deductible Plan)

IMPORTANT:
Only in-network services are covered.
Services out-of-network are not covered.

This policy was purchased on the Marketplace, and is authorized by the signature of Moda Health's representative.

Scott Loftin
Senior Vice President

The subscriber may return this policy to Moda Health within 10 days of its delivery and have the premium paid refunded. In such a case, this policy shall then be voided from the beginning and Moda Health will hold the position as if no policy has been issued.

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

ModaORIndvPPObk 1-1-2019

moda HEALTH

Moda Health renews this individual plan on January 1 each year, including benefit and rate adjustments. Rates may also change when the family composition changes, or the subscriber moves into a different rating area, with new rates effective the first of the following month.

Individual policies and other services are available at www.modahealth.com.

TABLE OF CONTENTS

SECTION 1. WELCOME 1

SECTION 2. MEMBER RESOURCES 2

2.1 CONTACT INFORMATION 2
2.2 MEMBERSHIP CARD 2
2.3 NETWORKS 3
2.4 CARE COORDINATION 3
2.4.1 Care Coordination 3
2.4.2 Disease Management 3
2.4.3 Behavioral Health 3
2.5 OTHER RESOURCES 4

SECTION 3. SCHEDULE OF BENEFITS 5

SECTION 4. PAYMENT & COST SHARING 10

4.1 DEDUCTIBLES 10
4.2 ANNUAL MAXIMUM OUT-OF-POCKET 10
4.3 PAYMENT 10
4.4 EXTRA-CONTRACTUAL SERVICES 11

SECTION 5. NETWORK INFORMATION 12

5.1 GENERAL NETWORK INFORMATION 12
5.1.1 Travel Network 12
5.1.2 Primary Care Provider (PCP) 13
5.1.3 Out-of-Network Care 13
5.1.4 Care After Normal Office Hours 13
5.2 USING FIND CARE 13
5.2.1 Primary Care Providers 14

SECTION 6. PRIOR AUTHORIZATION 15

6.1 PRIOR AUTHORIZATION REQUIREMENTS 15
6.1.1 Services Requiring Prior Authorization 15
6.1.2 Out-of-Network Services 15
6.1.3 Second Opinion 16

SECTION 7. BENEFIT DESCRIPTION 17

7.1 WHEN BENEFITS ARE AVAILABLE 17
7.2 URGENT & EMERGENCY CARE 17
7.2.1 Ambulance Transportation 17
7.2.2 Emergency Room Care 17
7.2.3 Urgent Care 18
7.3 PREVENTIVE SERVICES 18
7.3.1 Colorectal Cancer Screening 19
7.3.2 Contraception 19
7.3.3 Immunizations 20

7.3.4 Pediatric Screenings 20
7.3.5 Preventive Health Exams 20
7.3.6 Prostate Rectal Exam & Prostate Specific Antigen (PSA) Test 20
7.3.7 Tobacco Cessation 20
7.3.8 Women's Healthcare 20
7.4 OUTPATIENT SERVICES 21
7.4.1 Anticancer Medication 21
7.4.2 Applied Behavior Analysis 21
7.4.3 Biofeedback 21
7.4.4 Chemical Dependency Services 21
7.4.5 Child Abuse Medical Assessment 21
7.4.6 Clinical Trials 22
7.4.7 Cochlear Implants 22
7.4.8 Dental Injury 22
7.4.9 Dental Procedures, Facility Charges 22
7.4.10 Diabetes Services 23
7.4.11 Diagnostic Procedures 23
7.4.12 Gender Dysphoria Services 23
7.4.13 Inborn Errors of Metabolism 24
7.4.14 Infusion Therapy 24
7.4.15 Kidney Dialysis 25
7.4.16 Maxillofacial Prosthetic Services 25
7.4.17 Medication Administered by Provider, Infusion Center or Home Infusion 25
7.4.18 Mental Health 25
7.4.19 Nutritional Therapy 25
7.4.20 Office or Home Visits 25
7.4.21 Podiatry Services 26
7.4.22 Rehabilitation & Habilitation 26
7.4.23 Surgery 26
7.4.24 Therapeutic Injections 26
7.4.25 Therapeutic Radiology 26
7.5 INPATIENT & RESIDENTIAL FACILITY CARE 27
7.5.1 Chemical Dependency Detoxification Program 27
7.5.2 Diagnostic Procedures 27
7.5.3 Hospital Benefits 27
7.5.4 Hospital Visits 28
7.5.5 Pre-admission Testing 28
7.5.6 Rehabilitative & Habilitative Care 28
7.5.7 Residential Mental Health & Chemical Dependency Treatment Programs 28
7.5.8 Skilled Nursing Facility Care 28
7.5.9 Surgery 28
7.5.10 Surgery, Cosmetic & Reconstructive 29
7.5.11 Surgery, Reconstructive Following a Mastectomy 29
7.5.12 Transplants 29
7.6 MATERNITY CARE 30
7.6.1 Abortion 31

7.6.2 Breastfeeding Support ... 31
7.6.3 Circumcision ... 31
7.6.4 Diagnostic Procedures ... 31
7.6.5 Office or Home Visits ... 31
7.6.6 Hospital Benefits ... 31
7.7 Other Services ... 32
7.7.1 Durable Medical Equipment (DME), Supplies & Appliances ... 32
7.7.2 Hearing Services ... 33
7.7.3 Home Healthcare ... 33
7.7.4 Hospice Care ... 34
7.7.5 Nonprescription Enteral Formula for Home Use ... 35
7.7.6 Telemedicine ... 35
7.7.7 Pediatric Vision Services ... 35
7.8 Pharmacy Prescription Benefit ... 35
7.8.1 Definitions ... 35
7.8.2 Covered Expenses ... 37
7.8.3 Covered Medication Supply ... 37
7.8.4 Mail Order Pharmacy ... 38
7.8.5 Specialty Services & Pharmacy ... 38
7.8.6 Self-Administered Medication ... 39
7.8.7 Step Therapy ... 39
7.8.8 Limitations ... 39
7.8.9 Exclusions ... 40

SECTION 8. GENERAL EXCLUSIONS ... 41

SECTION 9. ELIGIBILITY & ENROLLMENT ... 48

9.1 Eligibility Audit ... 48
9.2 Premiums ... 49
9.2.1 When Payments are Due ... 49
9.2.2 Changes in Amount of Premiums ... 49
9.2.3 Segregation of Premium for Abortion Services ... 49
9.3 When Coverage Ends ... 50
9.4 Rescission ... 50

SECTION 10. CLAIMS ADMINISTRATION & PAYMENT ... 51

10.1 Submission & Payment of Claims ... 51
10.1.1 Hospital & Professional Provider Claims ... 51
10.1.2 Ambulance Claims ... 51
10.1.3 Prescription Medication Claims ... 51
10.1.4 Out-of-Country or Foreign Claims ... 52
10.1.5 Explanation of Benefits (EOB) ... 52
10.1.6 Claim Inquiries ... 52
10.2 Complaints, Appeals & External Review ... 52
10.2.1 Definitions ... 52
10.2.2 Time Limit for Submitting Appeals ... 53
10.2.3 Appeals ... 54

10.2.4 External Review 54
10.2.5 Complaints 55
10.2.6 Additional Member Rights 55
10.3 Continuity of Care 55
10.4 Benefits Available from Other Sources 57
10.4.1 Coordination of Benefits (COB) 57
10.4.2 Third Party Liability 61
10.4.3 Surrogacy 64
10.5 Medicare 64

SECTION 11. MISCELLANEOUS PROVISIONS 65

11.1 Disclosure of Benefit Reduction 65
11.2 Right to Collect & Release Needed Information 65
11.3 Confidentiality of Member Information 65
11.4 Transfer of Benefits 65
11.5 Recovery of Benefits Paid by Mistake 65
11.6 Correction of Payments 66
11.7 Contract Provisions 66
11.8 Responsibility for Quality of Medical Care 66
11.9 Warranties 66
11.10 Guaranteed Renewability 66
11.11 No Waiver 67
11.12 Compliance with Federal & State Mandates 67
11.13 Governing Law 67
11.14 Where any Legal Action must be Filed 68
11.15 Time Limit for Filing a Lawsuit 68
11.16 Evaluation of New Technology 68

SECTION 12. MEMBER DISCLOSURES 69

SECTION 13. DEFINITIONS 73

SECTION 1. WELCOME

Moda Health is pleased to provide individual health coverage to members through the Moda Health Oregon Standard Gold Plan. This policy is designed to provide members 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 access tools and resources on Moda Health's personalized member website, myModa, at www.modahealth.com. myModa is available 24 hours a day, 7 days a week allowing members to access plan information whenever it is convenient.

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

This policy is a description of members' individual health coverage. This policy may be changed or replaced without the consent of any member other than the subscriber. The most current policy is available on myModa, accessed through the Moda Health website. All provisions are governed by this policy between the subscriber and Moda Health.

IMPORTANT NOTE: IF CHILD ONLY COVERAGE

If this is a child only plan, all references in this policy to dependents, including a spouse, domestic partner or children, are considered deleted. Siblings of the subscriber are eligible.

Insurance products provided by Moda Health Plan, Inc.
Portland, Oregon

SECTION 2. MEMBER RESOURCES

2.1 CONTACT INFORMATION

Moda Health Website (log in to **myModa**)
www.modahealth.com
Includes many helpful features, such as:

- Find Care (use to find an in-network provider)
- Prescription price check tool and formulary (medication cost estimates and benefit tiers)
- Prior authorization lists (services and supplies that may require authorization – see Referral and Authorization link under Resources)

Medical Customer Service Department
888-393-2940
En Español 888-786-7461

Behavioral Health Customer Service Department
800-799-9391

Disease Management and Health Coaching
877-277-7281

Hearing Services Customer Service Department
866-202-2178

Pharmacy Customer Service Department
844-235-8015

Telecommunications Relay Service for the hearing impaired
711

Moda Health
P.O. Box 40384
Portland, Oregon 97240

Health Insurance Marketplace (the **Marketplace**)
800-318-2596
www.healthcare.gov

2.2 MEMBERSHIP CARD

After enrolling, members will receive identification cards that will include the identification number. Members will need to present the card each time they receive services. Members may go to myModa or contact Customer Service for replacement of a lost identification card.

2.3 NETWORKS

This Plan pays benefits only for services provided in the networks shown below. See Network Information (Section 3) for more detail about how networks work.

Medical Network
Affinity

Hearing Services network
TruHearing

Pharmacy Network
MedImpact

Travel Network
First Health

2.4 CARE COORDINATION

2.4.1 Care Coordination

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

The Plan will coordinate access to a wide range of services spanning all levels of care depending on the member's needs. Having a nurse or behavioral health clinician available to coordinate these services ensures improved delivery of healthcare services to members and their professional providers.

2.4.2 Disease Management

The Plan provides education and support to help members manage a chronic disease or medical condition. Health Coaches 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 chemical dependency benefits to help members access effective care in the right place and contain costs. Behavioral Health Customer Service can help members locate in-network providers and understand the mental health and chemical dependency benefits.

2.5 OTHER RESOURCES

Additional member resources providing general information about the Plan can be found in Section 11 and Section 12.

SECTION 3. SCHEDULE OF BENEFITS

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

All services must be provided by an in-network provider in order to be covered, except in the case of a medical emergency or when out-of-network care has been prior authorized.

The details of the actual benefits and the conditions, limitations and exclusions are contained in the sections that follow. An explanation of important terms is found in Section 13.

Section 6.1 provides information regarding prior authorization requirements. Members can access a complete list of procedures that require prior authorization on myModa or by contacting Customer Service. Failure to obtain required prior authorizations may result in denial of benefits.

All "annual" or "per year" benefits accrue on a calendar year basis unless otherwise specified.

"Cost sharing" is the amount members pay. See Section 4 for more information, including an explanation of deductible and out-of-pocket maximum. Members must use in-network providers.

	In-Network Benefits	Out-of-Network Benefits
Annual deductible per member	**$1,000**	**N/A**
Maximum annual deductible per family	**$2,000**	**N/A**
Annual out-of-pocket maximum per member	**$6,850**	**N/A**
Maximum annual out-of-pocket maximum per family	**$13,700**	**N/A**

Services	**Cost Sharing** (Deductible applies unless noted differently)		**Section in Handbook & Details**
	In-network	**Out-of-network**	
Urgent & Emergency Care			
Ambulance Transportation	20%	20%	Section 7.2.1
Emergency Room Facility	20%	20%	Section 7.2.2
Urgent Care Office Visit	$60 per visit, no deductible	Not covered, except through travel network	Section 7.2.3
Preventive Services			
Services as required under the Affordable Care Act, including the following:	No cost sharing	Not covered	Section 7.3

Services	Cost Sharing (Deductible applies unless noted differently)		Section in Handbook & Details
	In-network	Out-of-network	
Colonoscopy	No cost sharing	Not covered	Section 7.3.1 One per 10 years, age 50+
Hearing Screening	No cost sharing	Not covered	Section 7.3.4 Newborn
Immunizations	No cost sharing	Not covered	Section 7.3.3
Mammogram	No cost sharing	Not covered	Section 7.3.8 One age 35 – 40 One per year, age 40+
Preventive Health Exams	No cost sharing	Not covered	Section 7.3.5 6 visits in first year of life 7 exams age 1- 4 One per year, age 5+
Women's Exam & Pap Test	No cost sharing	Not covered	Section 7.3.8 One per year
Vision Screening	No cost sharing	Not covered	Section 7.3.4 Age 3 – 5
Other Preventive Services including:			
Diagnostic X-ray & Lab	20%	Not covered	Section 7.4.11
Prostate Rectal Exam	$20 per visit, no deductible	Not covered	Section 7.3.6 One per year, age 50+
Prostate Specific Antigen (PSA) Test	20%	Not covered	Section 7.3.6 One per year, age 50+
Tobacco Cessation Treatment	No cost sharing	Not covered	Section 7.3.7
Outpatient Services			
Anticancer Medication	20%	Not covered	Section 7.4.1 No deductible if purchased at pharmacy $500 max cost share per specialty prescription fill
Applied Behavior Analysis		Not covered	Section 7.4.2
Office Visits	$20 per visit, no deductible		
Other Services	20%		
Biofeedback	$20 per visit, no deductible	Not covered	Section 7.4.3 10 visit lifetime maximum
Chemical Dependency Services	$20 per visit, no deductible	Not covered	Section 7.4.4
Dental Injury	20%	Not covered	Section 7.4.8
Diabetes Services	No cost sharing	Not covered	Section 7.4.10
Diagnostic Procedures, including x-ray and lab	20%	Not covered	Section 7.4.11

Services	Cost Sharing (Deductible applies unless noted differently)		Section in Handbook & Details
	In-network	Out-of-network	
Infusion Therapy (Home or Outpatient)	20%	Not covered	Section 7.4.14 Some medications may require use of authorized provider to be eligible for coverage. Outpatient hospital setting not covered for some medications.
Kidney Dialysis	20%	Not covered	Section 7.4.15
Mental Health Services	$20 per visit, no deductible	Not covered	Section 7.4.18
Office and Home Visits	$20 per visit, no deductible	Not covered	Section 7.4.20
Specialist Visits (including naturopath visits)	$40 per visit, no deductible	Not covered	
Rehabilitation & Habilitation (Physical, occupational and speech therapy)	$20 per visit, no deductible	Not covered	Section 7.4.22 30 sessions per year. May be eligible for up to 60 sessions for treatment of neurologic conditions. (N/A to mental health/ chemical dependency)
Surgery and Invasive Diagnostic Procedures	20%	Not covered	Section 7.4.23
Therapeutic Injections	20%	Not covered	Section 7.4.24
Therapeutic Radiology	20%	Not covered	Section 7.4.25
Inpatient & Residential Facility Care			
Chemical Dependency Detoxification	20%	Not covered	Section 7.5.1
Hospital Physician Visit	20%	Not covered	Section 7.5.4
Inpatient Care	20%	Not covered	Section 7.5.3
Rehabilitation & Habilitation (Physical, occupational and speech therapy)	20%	Not covered	Section 7.5.6 30 days per year (N/A to mental health/ chemical dependency)
Residential Mental Health & Chemical Dependency Treatment Programs	20%	Not covered	Section 7.5.7
Skilled Nursing Facility Care	20%	Not covered	Section 7.5.8 60 days per year
Surgery	20%	Not covered	Section 7.5.9

Services	Cost Sharing (Deductible applies unless noted differently)		Section in Handbook & Details
	In-network	Out-of-network	
Transplants		Not covered	Section 7.5.12 $7,500 maximum travel and housing expense per transplant
Authorized transplant facilities	20%		
Other facilities	Not covered		
Maternity Services			
Breastfeeding		Not covered	Section 7.6.2
Support and Counseling	No cost sharing		
Supplies	No cost sharing		
Maternity	20%	Not covered	Section 7.6
Other Services			
Durable Medical Equipment, Supplies & Appliances	20%	Not covered	Section 7.7.1 Limits apply to some DME, supplies, appliances
Wigs	67%	Not covered	Section 7.7.1 One per year
Hearing Aids & Related Services		Not covered	Section 7.7.2 Frequency limits apply
Exam	$40 per visit, no deductible		
Other Services	20%		
Home Healthcare	20%	Not covered	Section 7.7.3
Hospice Care		Not covered	Section 7.7.4
Home Care	20%		
Inpatient Care	20%		
Respite Care	20%		30 day lifetime maximum, up to 5 days consecutive
Vision Care Includes exam and standard lenses & frames	No cost sharing	Not covered	Section 7.7.7 Under age 19 One per year
Pharmacy			
Prescription Medication			Section 7.8 No deductible Payment after all manufacturer discounts and/or copay assistance programs
Retail Pharmacy			Up to 30-day supply per prescription $500 max cost share per specialty prescription fill
Value	$10	$10	
Select	$10	$10	
Preferred	$30	$30	
Nonpreferred	50%	50%	

Services	Cost Sharing (Deductible applies unless noted differently)		Section in Handbook & Details
	In-network	Out-of-network	
Mail Order Pharmacy		Not covered	Up to 90-day supply per prescription Must use a Moda-designated mail order pharmacy $500 max cost share per specialty prescription fill
Value	$30		
Select	$30		
Preferred	$90		
Nonpreferred	50%		
Specialty Pharmacy		Not covered	Up to 30-day supply per prescription Must use a Moda-designated specialty pharmacy $500 max cost share per prescription fill
Preferred Specialty	50%		
Nonpreferred Specialty	50%		
Anticancer Medication	20%	Not covered	Section 7.4.1 No deductible Must use Moda-designated mail order and specialty pharmacies $500 max cost share per specialty prescription fill

SECTION 4. PAYMENT & COST SHARING

4.1 DEDUCTIBLES

The Plan has an annual deductible. The deductible amounts are shown in Section 3, and are the amount of covered expenses that are paid by a member before benefits are payable by the Plan. That means the member pays the full cost of services that are subject to the deductible until he or she has spent the deductible amount. Then the Plan begins sharing costs with the member. After the deductible has been satisfied, benefits will be paid according to Section 3. When a per member deductible is met, benefits for that member will be paid according to Section 3. If coverage is for more than one member, the per member deductible applies only until the total family deductible is reached.

Disallowed charges and copayments do not apply toward the deductible.

4.2 ANNUAL MAXIMUM OUT-OF-POCKET

After the annual per member or per family out-of-pocket maximum is met, the Plan will pay 100% of covered services for the remainder of the year. If coverage is for more than one member, the per member maximum applies only until the total family out-of-pocket maximum is reached.

Members are responsible for disallowed charges, which may include amounts over the MPA and expenses incurred due to brand substitution. They do not accrue toward the out-of-pocket maximum and members must pay for them even after the out-of-pocket maximum is met.

4.3 PAYMENT

Expenses allowed by Moda Health are based upon the maximum plan allowance (see Section 13), which is a contracted fee for in-network providers. For out-of-network providers the maximum plan allowance is an amount established, reviewed, and updated by a national database. Depending upon the Plan provisions, cost sharing may apply.

Except for cost sharing and policy benefit limitations, in-network providers agree to look solely to Moda Health, if it is the paying insurer, for compensation of covered services provided to members.

Out-of-network care is not covered. The only exception is emergency care, or when prior authorized by Moda Health. For covered services provided out-of-network, members may be responsible for any amount in excess of the maximum plan allowance.

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 management evaluation and analysis by Moda Health, extra-contractual services will be covered when agreed upon by a member and his or her 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. All amounts paid for extra-contractual services under this provision shall be included in computing any benefits, limitations or cost sharing under the Plan.

SECTION 5. NETWORK INFORMATION

Benefits are available for services delivered by in-network providers. Remember to ask providers to send any lab work or x-rays to an in-network facility. Services a member receives in an in-network facility may be provided by physicians, anesthesiologists, radiologists or other professionals who are out-of-network providers. When a member receives services from these out-of-network providers, any amounts charged above the MPA may be the member's responsibility.

Members may choose an in-network provider by using Find Care on myModa or by contacting Customer Service for assistance. Member ID cards will identify the applicable network.

Ask if the provider (both professional provider and facility) is participating with the specific network listed below. Do not ask of the provider accepts Moda. There are many Moda Health networks. A provider may accept Moda insurance, but not be participating with the network for the Plan.

It is the member's responsibility to check and make sure a provider is part of the network, even when the primary care physician (PCP) or other in-network provider has directed or referred the member to that provider.

5.1 GENERAL NETWORK INFORMATION

Members must use in-network providers in order for services to be covered by the Plan. Subscribers who move outside of a network service area must contact Customer Service to find out if another plan is available to ensure continued coverage.

Network
Medical network is Affinity, with providers in Baker, Crook, Deschutes, Gilliam, Grant, Harney, Jefferson, Klamath, Lake, Lane, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, and Wheeler counties
Hearing Services network is TruHearing
Pharmacy network is MedImpact

5.1.1 Travel Network

Members traveling outside of Oregon may receive in-network benefits by using a travel network provider for urgent or emergency services. The in-network benefit level only applies to a travel network provider if members are outside the state of Oregon and the travel is not for the purpose of receiving treatment or benefits. The travel network is not available to members who are temporarily residing outside the primary service area.

Travel Network
First Health

Members may find a travel network provider by using Find Care on myModa or by contacting Customer Service for assistance.

5.1.2 Primary Care Provider (PCP)

The Plan is designed to support members' healthcare needs through partnership between a member and an in-network primary care provider (PCP) who can coordinate care. Each member must select an in-network PCP at the time of enrollment. Moda Health may assign a PCP to members who do not select one. Members will be notified if a PCP is assigned. The PCP can be changed at any time through myModa or by contacting Customer Service.

A directory of in-network PCPs is available on myModa under Find Care or by contacting Customer Service for assistance. Each member may select a different PCP. Enrolled children may choose a pediatrician, and female members are permitted to designate a women's healthcare provider.

5.1.3 Out-of-Network Care

When members choose healthcare providers that are not in-network, services generally are not covered.

Moda Health will work with the PCP to refer members to in-network providers whenever possible because in-network providers have agreed to cooperate in Moda Health's quality assurance and utilization review programs.

Services by an out-of-network provider must be authorized by Moda Health. The only exception is emergency care or ancillary services at an in-network facility. When receiving care at an in-network facility, ask to have ancillary services (such as diagnostic testing, anesthesia, surgical assistants) performed by in-network providers. When the member is at an in-network facility and is not able to choose the provider, in-network cost sharing will apply to services by out-of-network providers, and an Oregon-licensed provider cannot balance bill the member except when permitted by law.

If a member receives care from an out-of-network provider for a medical emergency, or for ancillary services at an in-network facility or for other healthcare when authorized and approved by Moda Health, the benefit will be based on the maximum plan allowance for those services. Members will be responsible for the applicable cost sharing and any amount in excess of 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 his or her regular office number.

5.2 USING FIND CARE

To search for in-network providers, members can log in to their myModa account at modahealth.com and click on Find Care near the top right of the page.

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

5.2.1 Primary Care Providers

This plan requires members to select a PCP. To find a PCP:

a. Choose a “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.

SECTION 6. PRIOR AUTHORIZATION

Prior authorization programs are not intended to create barriers or limit access to services. Requiring prior authorization ensures member safety, promotes proper use of services and medications, and supports cost effective treatment options for members. Services requiring prior authorization are evaluated with respect to evidence based criteria that align with medical literature, best clinical practice guidelines and guidance from the FDA. Moda Health will authorize medically necessary services, supplies or medications based upon the medical condition. Treatments are covered only upon medical evidence of need.

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. Prior authorization does not guarantee coverage. When a service is otherwise excluded from benefits, charges will be denied.

6.1 PRIOR AUTHORIZATION REQUIREMENTS

In-network providers are responsible for obtaining prior authorization on the member's behalf. If the in-network provider does not do so, he or she is expected to write off the full charge of the service.

Prior authorization is not required for an emergency admission.

6.1.1 Services Requiring Prior Authorization

Many services within the following categories may require prior authorization:

a. Inpatient services and residential programs
b. Outpatient services
c. Rehabilitation (physical, occupational, speech therapy)
d. Imaging services
e. Infusion therapy
f. Medications

A full list of services and supplies requiring prior authorization may be found on the Moda Health website. This list is updated periodically, 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 chemical dependency services, contact Behavioral Health Customer Service.

6.1.2 Out-of-Network Services

When Moda Health has authorized use of an out-of-network provider, the member is responsible for ensuring that the provider contacts Moda Health for prior authorization. Services not authorized in advance will be denied, and the full charge will be the member's responsibility.

Any amounts that are member responsibility due to not obtaining a prior authorization do not apply toward the Plan's deductible or out-of-pocket maximum.

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.

SECTION 7. BENEFIT DESCRIPTION

The Plan covers services and supplies listed when medically necessary for diagnosis and/or treatment of a medical condition, as well as certain preventive services. The details of the different types of benefits and the conditions, limitations and exclusions are described in the sections that follow. An explanation of important terms is found 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 require prior authorization. A complete list is available on myModa or by contacting Customer Service. Failure to obtain required prior authorization will result in denial of benefits (see section 6.1).

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 this policy
b. Has applied for coverage and has been accepted
c. Has paid his or her premiums on time for the current month

All services must be provided by an in-network provider in order to be covered, except in the case of a medical emergency or when out-of-network care has been prior authorized.

7.2 URGENT & EMERGENCY CARE

Care received outside of the United States is only covered for an urgent care or emergency medical condition. Members will need to pay for these services upfront and submit a claim to Moda Health for reimbursement (as described in section 10.1).

7.2.1 Ambulance Transportation

Ambulance transportation, including local ground transportation by state certified ambulance and certified air ambulance transportation, is covered for medically necessary transport to the nearest facility that has the capability to provide the necessary treatment. Out-of-network providers may bill members for charges in excess of the maximum plan allowance.

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

7.2.2 Emergency Room Care

Members are covered for treatment of emergency medical conditions (as defined in Section 13) worldwide. A member who believes he or she has a medical emergency should call 911 or seek care from the nearest appropriate provider.

Medically necessary emergency room care is covered. The emergency room benefit applies to services billed by the facility. Professional fees (e.g., emergency room physician or x-ray/lab) billed separately are paid under inpatient or outpatient benefits.

Using an in-network emergency room does not guarantee that all providers working in the emergency room and/or hospital are also in-network providers. Out-of-network providers may bill members for charges in excess of the maximum plan allowance.

Prior authorization is not required for emergency medical screening exams or treatment to stabilize an emergency medical condition, whether in-network or out-of-network.

If a member's condition requires hospitalization in an out-of-network facility, the attending physician and Moda Health's medical director will monitor the condition and determine when the transfer to an in-network facility can be made. The Plan does not provide benefits for care beyond the date the attending physician and Moda Health's medical director determine the member can be safely transferred.

The following are examples of services that are not emergency medical conditions, and members should not go to an emergency room for such services:

a. Urgent care visits
b. Care of chronic conditions, including diagnostic services
c. Preventive services
d. Elective surgery and/or hospitalization
e. Outpatient mental health services

7.2.3 Urgent Care

Immediate, short-term medical care provided by an urgent or immediate care facility for minor but urgent medical conditions that do not pose 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. Urgent care is not covered out-of-network. Urgent care outside Oregon is covered when using the travel network (see section 5.1.1).

7.3 PREVENTIVE SERVICES

As required under the Affordable Care Act (ACA), certain services will be covered at no cost to the member. Moda Health will use reasonable medical management techniques to determine coverage limitations where permitted by the ACA. This means that some alternatives in the services listed below may be subject to member cost sharing:

a. Evidence-based services rated A or B by the United States Preventive Services Taskforce (www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/) and including women's services as of January 1, 2017
b. Immunizations recommended by the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention (ACIP)(www.cdc.gov/vaccines/acip/recs/)
c. Preventive care and screenings recommended by the Health Resources and Services Administration for infants, children, adolescents, and women (women's services: www.hrsa.gov/womensguidelines/) and including women's services as of January 1, 2017

If one of these organizations adopts a new or revised recommendation, the Plan has up to one year before coverage of the related services must be available and effective.

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 are subject to the applicable cost sharing when not prohibited by federal law. Some frequently used preventive healthcare services covered by the Plan are:

7.3.1 Colorectal Cancer Screening

The following services, including related charges, for members age 50 and over:

a. One flexible sigmoidoscopy and pre-surgical exam or consultation every 5 years
b. One colonoscopy, including polyp removal, and pre-surgical exam or consultation every 10 years
c. One double contrast barium enema every 5 years
d. One fecal DNA test every 3 years
e. One fecal occult blood test every year

These screening timelines align with the USPSTF recommendations for individuals not at high risk for colorectal cancer. Screening procedures performed more frequently must be determined medically necessary.

Anesthesia that is medically necessary to perform the above preventive services is covered under the preventive benefit. If the anesthesia is determined not medically necessary, the service is not covered.

Colorectal cancer screening is covered at no cost sharing when a member meets the criteria in the USPSTF recommendation for colorectal cancer screening. When a member's situation does not fit the USPSTF A or B rated recommendation for colorectal cancer screening, benefits will be at the medical benefit level. If the member has a positive result on a fecal occult blood test covered under the preventive benefit, a follow-up colonoscopy will be covered under the preventive benefit.

For members who are at high risk for colorectal cancer, including those with a family medical history of known genetic disorders that predispose them to a high lifetime risk of colorectal cancer (such as Lynch syndrome), a prior occurrence of colorectal cancer or an adenomatous polyp, or a personal history of inflammatory bowel disease, 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 criteria for the USPSTF A or B rated recommendation.

7.3.2 Contraception

All FDA approved contraceptive methods and counseling are covered. When utilizing the most cost-effective option (e.g., generic instead of brand name), contraception will be covered with no cost sharing. Over the counter contraceptives are covered under the Pharmacy benefit (section 7.8).

7.3.3 Immunizations

Routine immunizations for members of all ages, limited to those recommended by the ACIP. Immunizations for the sole purpose of travel or to prevent illness that may be caused by a work environment are not covered.

7.3.4 Pediatric Screenings

a. Screening for hearing loss in newborn infants
b. Routine vision screening to detect amblyopia, strabismus and defects in visual acuity in children age 3 to 5

7.3.5 Preventive Health Exams

Covered according to the following schedule:

a. Newborn: one hospital visit
b. Infants: 6 well-baby visits during the first year of life
c. Age 1 to 4: 7 exams
d. 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 to the standard cost sharing.

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

PSA test is subject to the standard cost sharing. For men age 50 and over, the Plan covers one rectal examination and one PSA test every year or as determined by the treating professional provider. For men younger than 50 years of age who are at high risk for prostate cancer, including African-American men and men with a family medical history of prostate cancer, prostate rectal exam and PSA test are covered as determined by the treating professional provider.

7.3.7 Tobacco Cessation

Covered expenses include counseling, office visits, medical supplies, and medications provided or recommended by a tobacco cessation program or other professional provider.

A tobacco cessation program can provide an overall treatment program that follows the United States Public Health Service guidelines for tobacco use cessation. Members may have more success with a coordinated program. Look for Moda Health's partner tobacco cessation program in myModa under the myHealth tab or contact Customer Service.

7.3.8 Women's Healthcare

One preventive women's healthcare visit per year, including pelvic and breast exams and a Pap test.

Breast exams are limited to women 18 years of age and older. 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 purpose of 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 OUTPATIENT SERVICES

Many outpatient services require prior authorization (see section 6.1). All services must be medically necessary.

7.4.1 Anticancer Medication

Prescribed anticancer medications, including oral, intravenous (IV) or injected medications, are covered. Most anticancer medications may require prior authorization and be subject to specific benefit limitations. Self-administered medications require delivery by a Moda-designated specialty pharmacy (see section 7.8.6). For some anticancer medications, members may be required to enroll in programs to ensure proper medication use and/or reduce the cost of the medication. More information is available on myModa or by contacting Customer Service.

7.4.2 Applied Behavior Analysis

Medically necessary applied behavior analysis for autism spectrum disorder (including the symptoms formerly designated as pervasive developmental 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. Prior authorization and submission of an individualized treatment plan are required.

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, music therapy, neurofeedback, chelation or hyperbaric chamber
c. Services provided under an individual education plan in accordance with the Individuals with Disabilities Education Act (20 USC 1400 et seq)
d. Services provided by the Department of Human Services or Oregon Health Authority, other than employee benefit plans offered by the Department and the Authority

7.4.3 Biofeedback

Covered expenses for biofeedback therapy services are limited to treatment of tension or migraine headaches or urinary incontinence. Covered visits are subject to a lifetime limit.

7.4.4 Chemical Dependency Services

Services for assessment and treatment of chemical dependency in an outpatient treatment program that meets the definitions in the Plan (see Section 13) are covered.

7.4.5 Child Abuse Medical Assessment

Child abuse medical assessment provided by a community assessment center that reports to the Child Abuse Multidisciplinary Intervention Program is covered. Child abuse medical assessment includes a physical exam, forensic interview and mental health treatment.

7.4.6 Clinical Trials

Usual care costs for the care of a member who is enrolled in or participating in an approved clinical trial (as defined in Section 13) are covered. Usual care costs mean medically necessary conventional care, items or services covered by the Plan if typically provided absent a clinical trial. Such costs will be subject to the same cost sharing that would apply if provided in the absence of a clinical trial.

The Plan does not cover items or services:

a. That are not covered by the Plan if provided outside of the clinical trial, including the drug, device or service being tested
b. Required solely for the provision or clinically appropriate monitoring of the drug, device or service being tested in the clinical trial
c. Provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the member
d. Customarily provided by a clinical trial sponsor free of charge to any person participating in the clinical trial

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

7.4.7 Cochlear Implants

Cochlear implants are covered when medically necessary and prior authorized. Benefits include programming and reprogramming of the implant, and repair or replacement parts when medically necessary and not covered by warranty.

7.4.8 Dental Injury

Dental services are not covered, except for treatment of accidental injury to natural teeth. Natural teeth are teeth that grew/developed in the mouth. All 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 and/or chewing is not an accidental injury)
b. Diagnosis is made within 6 months of the date of injury
c. Treatment is performed 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 covered by this policy
e. Treatment is limited to that which will restore teeth to a functional state

Exceptions to the timelines may be made when medically necessary. Implants and implant related services are not covered.

7.4.9 Dental Procedures, Facility Charges

General anesthesia services and related facility charges are covered for a dental procedure performed in a hospital or ambulatory (outpatient) surgical center if medically necessary for members who are physically or developmentally disabled or who have a medical condition that would place the member at undue risk if the dental procedure were performed in a dental office.

7.4.10 Diabetes Services

Insulin and diabetic supplies including insulin syringes, needles and lancets, glucometers and test strips are covered under the pharmacy benefit (section 7.8), with a valid prescription.

Covered medical services for diabetes screening and management include:

a. Pumps and glucometers (covered under DME benefit (see Section 3))
b. HbA1c lab test
c. Checking for kidney disease
d. Annual dilated eye exam or retinal imaging, including one performed by an optometrist or ophthalmologist
e. Diabetes self-management programs
    i. One program of assessment and training after diagnosis
    ii. Up to 3 hours per year of assessment and training following a material change of condition, medication or treatment when provided by a program or provider with a demonstrated expertise in diabetes
f. Dietary or nutritional therapy (no cost sharing in-network)
g. Routine foot care

Telemedicine or telecare (section 7.7.6) in connection with covered treatment of diabetes can be delivered via audio, video conferencing, Voice over Internet Protocol, or transmission of telemetry. One of the participants must be a representative of an academic health center.

Services, medications and supplies for management of diabetes from conception through 6 weeks postpartum are covered at no cost sharing. The member or provider must contact Customer Service for this maternal diabetes benefit.

7.4.11 Diagnostic Procedures

The Plan covers diagnostic services, including x-rays and laboratory tests, psychological and neuropsychological testing, and other diagnostic procedures related to treatment of a medical or mental health condition.

The Plan covers all standard imaging procedures related to treatment of a medical condition. Some advanced imaging services require prior authorization (see section 6.1), including radiology (such as MR procedures (including MRI and MRA), CT, PET, nuclear medicine) and cardiac imaging.

A full list of diagnostic services requiring prior authorization is available on the Moda Health website or by contacting Customer Service.

7.4.12 Gender Dysphoria Services

Expenses for gender dysphoria 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 include:

a. Mental health
b. Hormone therapy (including puberty suppression therapy for adolescents)
c. Surgical procedures (see section 7.5.9):
    i. Breast/chest surgery
    ii. Gonadectomy (hysterectomy/oophorectomy for FtM or orchiectomy for MtF)
    iii. Single stage or multiple stage reconstruction of the genitalia

7.4.13 Inborn Errors of Metabolism

Inborn errors of metabolism are related to a missing or abnormal gene at birth that affects the metabolism of proteins, carbohydrates and fats. The Plan covers treatment for inborn errors of metabolism for which standard methods of diagnosis, treatment and monitoring exist, including quantification of metabolites in blood, urine or spinal fluid, or enzyme or DNA confirmation in tissues. Coverage includes diagnosing, monitoring and controlling the disorders by nutritional and medical assessment, including but not limited to clinical visits, biochemical analysis and medical foods used in the treatment of such disorders.

7.4.14 Infusion Therapy

The Plan covers infusion therapy services and supplies when prior authorized and ordered by a professional provider as a part of an infusion therapy regimen. For some medications, authorization may be limited to preferred medication suppliers, home infusion providers or provider office infusion only. When authorization is limited to preferred suppliers, home infusion providers or provider office, medications purchased from other pharmacies or suppliers or infusion therapy administered at a hospital outpatient facility or other provider may not be covered. See section 7.8.6 for self-administered infusion therapy.

Infusion therapy benefits are limited to the following:

a. aerosolized pentamidine
b. intravenous drug therapy
c. total parenteral nutrition
d. hydration therapy
e. intravenous/subcutaneous pain management
f. terbutaline infusion therapy
g. SynchroMed pump management
h. intravenous bolus/push medications
i. blood product administration

In addition, covered expenses include only the following medically necessary services and supplies. Some services and supplies are not covered if they are billed separately. They are considered included in the cost of other billed charges.

a. solutions, medications, and pharmaceutical additives
b. pharmacy compounding and dispensing services
c. durable medical equipment for the infusion therapy
d. ancillary medical supplies
e. nursing services associated with
    i. patient and/or alternative care giver training
    ii. visits necessary to monitor intravenous therapy regimen

iii. emergency services
iv. administration of therapy

f. collection, analysis, and reporting of the results of laboratory testing services required to monitor response to therapy

7.4.15 Kidney Dialysis

Covered expenses include:

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

7.4.16 Maxillofacial Prosthetic Services

The Plan covers maxillofacial prosthetic services necessary for restoration and management of head and facial structures that cannot be replaced with living tissue and that are defective because of disease, trauma or birth and developmental deformities. Such restoration and management must be performed to control or eliminate infection or pain, or to restore facial configuration or functions such as speech, swallowing or chewing. Cosmetic procedures to improve on the normal range of conditions are not covered.

7.4.17 Medication Administered by Provider, Infusion Center or Home Infusion

A medication that is given by injection or infusion (intravenous administration) and is required to be administered in a professional provider's office, infusion center or home infusion is covered at the same benefit level as supplies and appliances (see Section 3). Some medications may not be covered unless they are purchased from a preferred medication supplier. See section 7.4.14 for more information about infusion therapy and prior authorization requirements. Self-administered medications are not covered under this benefit (see section 7.8.6). See section 7.8 for pharmacy benefits.

7.4.18 Mental Health

The Plan covers medically necessary outpatient services including behavioral health case management and peer support, other than diagnostic testing, by a mental health provider. Intensive outpatient treatment requires prior authorization. See Section 13 for definitions. See section 7.4.11 for coverage of diagnostic services.

7.4.19 Nutritional Therapy

Dietary or nutritional therapy is covered for certain conditions (excluding obesity), and is at no cost sharing. Nutritional therapy for eating disorders requires authorization after the first 5 visits. Preventive nutritional therapy that may be required under the Affordable Care Act is covered under the preventive care benefit. Also see diabetes services (section 7.4.10) and inborn errors of metabolism (section 7.4.13).

7.4.20 Office or Home Visits

A visit means the member is actually examined by a professional provider. Covered expenses include consultations with written reports, and second opinion surgery consultations. Office visits by naturopathic physicians are considered specialist office visits unless they are credentialed as primary care providers.

7.4.21 Podiatry Services

Covered for the diagnosis and treatment of a specific current problem. Routine podiatry services are not covered unless otherwise required by the member's medical condition (e.g., diabetes).

7.4.22 Rehabilitation & Habilitation

Rehabilitative and habilitative services are physical, occupational or speech therapies provided by a licensed physical, occupational or speech therapist, physician, chiropractor or other professional provider licensed to provide such services. Rehabilitative services are necessary to restore or improve lost function caused by a medical condition, and habilitative services are used to establish skills that were never developed due to a medical condition.

Rehabilitative or habilitative services are subject to an annual limit, which may be increased for rehabilitative services required for treatment of a neurologic condition (e.g., stroke, spinal cord or head injury, pediatric neurodevelopmental problems) when the criteria for additional services are met. 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. Limits apply separately to rehabilitative and habilitative services. Medically necessary outpatient services for mental health and chemical dependency are not subject to these limits.

Outpatient rehabilitative services are short term in nature with the expectation that the member's condition will improve in a reasonable and generally predictable period of time. Therapy performed to maintain a current level of functioning without documentation of improvement is considered maintenance therapy and is not covered. 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, or hippotherapy.

7.4.23 Surgery

The Plan covers operating rooms and recovery rooms, surgical supplies and other services ordinarily provided by a hospital or surgical center.

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. See sections 7.5.10 and 7.5.11 for more information about cosmetic and reconstructive surgery.

7.4.24 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 medically necessary for treatment of a specific medical condition. Additional information is in sections 7.4.17 and 7.8.6.

7.4.25 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

7.5 INPATIENT & RESIDENTIAL FACILITY CARE

All facility care must be medically necessary in order to be covered.

A hospital is a facility that is licensed to provide inpatient and outpatient surgical and medical care to members who are acutely ill. Services must be under the supervision of licensed physicians and include 24-hour-a-day nursing service by licensed registered nurses.

Hospitalization must be directed by a physician and must be medically necessary. All inpatient and residential stays require prior authorization (see section 6.1). Failure to obtain authorization will result in denial of benefits.

Facilities operated by agencies of the federal government are not considered hospitals. However, the Plan will cover expenses incurred in facilities operated by the federal government where benefit payment is mandated by law. Any covered service provided at any hospital owned or operated by the state of Oregon is also eligible for benefits.

7.5.1 Chemical Dependency Detoxification Program

All-inclusive daily charges for room and treatment services by a state-licensed treatment program.

7.5.2 Diagnostic Procedures

The Plan covers diagnostic services, including x-rays and laboratory tests, psychological and neuropsychological testing, and other diagnostic procedures related to treatment of a medical or mental health condition.

The Plan covers all standard imaging procedures related to treatment of a medical condition. Some advanced imaging services require prior authorization (see section 6.1), including radiology (such as MR procedures (including MRI and MRA), CT, PET, nuclear medicine) and cardiac imaging.

A full list of diagnostic services requiring prior authorization is available on the Moda Health website or by contacting Customer Service.

7.5.3 Hospital Benefits

Covered expenses for hospital care consist of the following:

a. **Hospital room.** The actual daily charge
b. **Isolation care.** When it is medically necessary 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.** Whether a unit in a particular hospital qualifies as an intensive care unit is determined using generally recognized industry standards
d. **Facility charges.** For surgery performed in a hospital outpatient department

e. **Other hospital services and supplies.** Those medically necessary for treatment and ordinarily furnished by a hospital
f. **Take-home prescription drugs.** Limited to a 3-day supply at the same benefit level as for hospitalization

7.5.4 Hospital Visits

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

7.5.5 Pre-admission Testing

Medically necessary preadmission testing is covered when ordered by the physician.

7.5.6 Rehabilitative & Habilitative Care

To be a covered expense, rehabilitative services must be a medically necessary part of a physician's formal written program to improve and restore lost function following illness or injury.

Covered rehabilitative and habilitative care expenses are subject to an annual limit for inpatient services delivered in a hospital or other inpatient facility that specializes in such care. Limits apply separately to rehabilitative and habilitative care. Medically necessary services for mental health and chemical dependency are not subject to these limits.

7.5.7 Residential Mental Health & Chemical Dependency Treatment Programs

All-inclusive daily charges for room and treatment services, including partial hospitalization, by a treatment program that meets the definitions in the Plan are covered.

7.5.8 Skilled Nursing Facility Care

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

Covered skilled nursing facility days are subject to an annual limit. Covered expenses are limited to the daily service rate, but no more than the amount that would be charged if the member were in a semi-private hospital room.

The Plan will not pay charges related to an admission to a skilled nursing facility before the member was covered by this policy or for a stay where care is provided principally for:

a. Senile deterioration
b. Alzheimer's disease
c. Mental health condition

Expenses for routine nursing care, non-medical self-help or training, personal hygiene or custodial care are not covered.

7.5.9 Surgery

Surgery (operative and cutting procedures), including treatment of fractures, dislocations and burns, is covered. The surgery cost sharing level 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

7.5.10 Surgery, 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, trauma, infection, tumors or disease. It is usually performed to improve function, but may also be performed to approximate a normal appearance.

Cosmetic surgery is not covered. All reconstructive procedures, including surgical, dental and orthodontic repair of congenital deformities, must be medically necessary and prior authorized or benefits will not be paid. Reconstructive procedures that are partially cosmetic in nature may be covered if the procedure is medically necessary. This includes services for treatment of a covered mental health condition, such as gender dysphoria.

Treatment for complications related to a surgery performed to correct a functional disorder is covered when medically necessary. Treatment for complications related to a surgery that does not correct a functional disorder is excluded, except for stabilization of emergency medical conditions.

Surgery for breast augmentation, achieving breast symmetry, and replacing breast implants (prosthetics) to accomplish an alteration in breast contour or size are not covered, except as provided in sections 7.4.12 and 7.5.11.

7.5.11 Surgery, Reconstructive Following a Mastectomy

The Plan covers reconstructive surgery following a covered mastectomy:

a. All stages of 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. Prostheses
d. Treatment of physical complications of the mastectomy, including lymphedemas
e. Inpatient care related to the mastectomy and post-mastectomy services

This coverage will be provided in consultation with the member’s attending physician and will be subject to the Plan’s terms and conditions, including the prior authorization and cost sharing provisions.

7.5.12 Transplants

The Plan covers medically necessary and appropriate transplant procedures that conform to accepted medical practice and are not experimental or investigational.

Definitions

Authorized transplant facility means a healthcare facility with which Moda Health has contracted and arranged to provide facility transplant services.

Donor costs means 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 as well as any other necessary charges directly related to locating and procuring the organ.

Transplant means a procedure or a 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

Corneal transplants and the collection and/or transfusion of blood or blood products are not considered transplants for the purposes of this section and are not subject to this section's requirements.

Prior Authorization. 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.

Covered Benefits. Benefits for transplants are limited as follows:

a. Transplant procedures must be performed at an authorized transplant facility.
b. Donor costs are covered as follows:
    i. If the recipient or self-donor is enrolled in this policy, donor costs related to a covered transplant, including expenses for an enrolled donor resulting from complications and unforeseen effects of the donation, are covered.
    ii. If the donor is enrolled in this policy and the recipient is not enrolled, the Plan will not pay any benefits toward donor costs.
    iii. If the donor is not enrolled in this policy, expenses that result from complications and unforeseen effects of the donation are not covered.
c. Travel and housing expenses for the recipient and one caregiver are covered up to a maximum per transplant.
d. Professional provider transplant services are paid according to the benefits for professional providers.
e. Immunosuppressive drugs 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 7.8).
f. The Plan will not pay for chemotherapy with autologous or homogenic/allogenic bone marrow transplant for treatment of any type of cancer not approved for coverage.

7.6 MATERNITY CARE

Pregnancy care, childbirth and related conditions are covered when rendered by a professional provider. Professional providers do not include midwives unless they are licensed and certified.

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. See section 7.4.10 for gestational diabetes benefits.

Home birth expenses are not covered other than the fees billed by a professional provider. Additional information regarding home birth exclusions is in Section 8. 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.

7.6.1 Abortion

Elective abortions are covered at no cost sharing.

7.6.2 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 equipment. Charges for supplies such as milk storage bags and extra ice packs, bottles or coolers are not covered. Hospital grade pumps are covered when medically necessary.

7.6.3 Circumcision

Circumcision for a newborn is covered when performed within 3 months of birth and may be performed without prior authorization. A circumcision beyond age 3 months must be medically necessary and requires prior authorization.

7.6.4 Diagnostic Procedures

The Plan covers diagnostic services, including laboratory tests and ultrasounds, related to maternity care.

A full list of diagnostic services requiring prior authorization is available on the Moda Health website or by contacting Customer Service.

7.6.5 Office or Home Visits

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

7.6.6 Hospital Benefits

Covered hospital maternity care expenses consist of the following:

a. **Hospital room.** The actual daily charge
b. **Facility charges.** When provided at a covered facility, including a birthing center
c. **Nursery care.** While the mother is confined in the hospital and receiving maternity benefits. Includes one in-nursery physician's visit of well-newborn infant covered at no cost sharing when performed in-network. Additional visits are covered at the hospital visit benefit level.
d. **Other hospital services and supplies.** Those medically necessary for treatment and ordinarily furnished by a hospital
e. **Take-home prescription drugs.** 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 in connection with childbirth will not be restricted to less than 48 hours following a normal vaginal delivery or 96 hours following a cesarean section unless the mother's or newborn's attending professional provider, after consulting with the mother, chooses to

discharge the mother or her newborn earlier. Prior authorization is not required for a length of stay up to these limits.

7.7 OTHER SERVICES

All services must be medically necessary in order to be covered.

7.7.1 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 to withstand repeated use.

Some examples of DME, supplies and appliances are:

a. CPAP for sleep apnea
b. Diabetes supplies (see section 7.4.10)
c. Glasses or contact lenses for the diagnoses of aphakia or keratoconus
d. Hospital beds and accessories
e. Intraocular lenses within 90 days of cataract surgery
f. Light boxes or light wands only when treatment is not available at a provider's office
g. Orthotics, orthopedic braces, orthopedic shoes to restore or maintain the ability to complete activities of daily living 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.
h. Oxygen and oxygen supplies
i. Prosthetics
j. Wheelchair or scooter (including maintenance expenses) limited to one per year under age 19 and one every 3 years age 19 and over
k. Wig once per year for hair loss resulting from chemotherapy or radiation therapy

The Plan covers the rental charge (not to exceed the purchase price) for DME. Members can work with their providers to order their prescribed DME. Contact Customer Service for help finding a DME provider.

All supplies, appliances and DME must be medically necessary. Some require prior authorization (see Section 6). 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 manner to void applicable warranties. Upon request, members must authorize any supplier furnishing DME to provide information related to 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:

a. Those used primarily for comfort, convenience or cosmetic purposes
b. Those used for education or environmental control (examples of Supportive Environmental materials can be found in Section 8)
c. Therapeutic devices, except for transcutaneous nerve stimulators
d. Dental appliances and braces

e. Incontinence supplies
f. Supporting devices such as corsets, compression or therapeutic stockings except when such stockings are medically necessary
g. Testicular prostheses

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.

7.7.2 Hearing Services

The following items are covered once every 48 months:

a. One hearing exam
b. One hearing aid per hearing impaired ear
c. Ear molds
d. Initial batteries, cords and other necessary supplementary equipment
e. Repairs, servicing or alteration of the hearing aid equipment

The hearing aid must be prescribed, fitted and dispensed by a licensed audiologist or hearing aid specialist with the approval of a licensed physician.

To get the highest benefit level for hearing services, members can call Hearing Services Customer Service to choose an in-network audiologist and arrange for a hearing exam. The audiologist will assist members with choices of hearing aids available to Plan members by the hearing services network through an in-network hearing instrument provider. Members can also use other in-network providers.

7.7.3 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, of short duration, and mainly for receiving 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, and supplies provided as part of a hospice treatment plan. These are covered under sections 7.7.4 and 7.7.1.

There is a 2-visit maximum 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.

7.7.4 Hospice Care

Definitions

Hospice means a private or public hospice agency or organization approved by Medicare and accredited by a nationally recognized entity such as The Joint Commission.

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

Hospice treatment plan means 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 approved hospice.

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

Hospice Home Care

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

a. Registered or licensed practical nurse
b. Physical, occupational or speech therapist
c. Home health aide
d. Licensed social worker

Hospice Inpatient Care

The Plan covers short term hospice inpatient services and supplies.

Respite Care

The Plan covers respite care (as defined in Section 13) provided to a member who requires continuous assistance when arranged by the attending professional provider and prior authorized. Benefits are for a limited number of days of covered care 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.

Exclusions

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

a. Hospice services provided to other than the terminally ill member
b. Services and supplies not included in the hospice treatment plan or not specifically listed as a hospice benefit
c. Services and supplies in excess of the stated limitations

7.7.5 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.

7.7.6 Telemedicine

Covered services, when generally accepted healthcare practices and standards determine they can be safely and effectively provided using synchronous 2-way interactive video conferencing, are covered when provided by a provider using such conferencing. The application and technology used must meet all state and federal standards for privacy and security of protected health information. Benefits are subject to the applicable cost sharing for the covered services.

If telemedicine or telecare is in connection with covered treatment of diabetes, communication can also be delivered via audio, Voice over Internet Protocol, or transmission of telemetry. One of the participants must be a representative of an academic health center.

7.7.7 Pediatric Vision Services

The Plan covers one complete eye exam, including refraction, and corrective lenses and frames or contact lenses in lieu of eyeglasses per year for members through the end of the month in which they reach age 19. Members may choose any licensed ophthalmologist or optometrist for these services, and glasses may also be provided by any licensed optician. Extra charges for special purpose vision aids or fashion features are not covered.

7.8 PHARMACY PRESCRIPTION BENEFIT

All medications must be medically necessary in order to be covered.

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.

7.8.1 Definitions

Brand Medications. A brand medication is sold under a trademark and protected name.

Brand Substitution. Both generic and brand medications are covered. If a member requests, or the treating professional provider prescribes, a brand medication when a generic equivalent is available, the member may be responsible for the nonpreferred cost sharing plus the difference in cost between the generic and brand medication.

Formulary. A formulary is a listing of all prescription medications and their coverage under the pharmacy prescription benefit. A prescription price check tool is available on myModa under the pharmacy tab. This online formulary tool provides coverage information, treatment options and price estimates.

Generic Medications. Generic medications have been determined 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 contain the same active ingredients

as their brand counterpart and be identical in strength, dosage form and route of administration.

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

Over the Counter (OTC) Medications. An over the counter medication is a medication that may be purchased without a professional provider's prescription. OTC designations for specific medications vary by state. Moda Health follows the federal designation of OTC medications to determine coverage.

Preferred Medication List. The Moda Health Preferred Medication List is available on myModa. It provides information about the coverage of commonly prescribed medications and is not an all-inclusive list of covered products. Medications that are new to the market are subject to review and may be subject to additional coverage limitations established by Moda Health.

The preferred medication list and the tiering of medications are subject to change and will be periodically updated. A prescription price check tool is available on myModa under the pharmacy tab. Members with any questions regarding coverage should contact Customer Service.

Moda Health bears no responsibility for any prescribing or dispensing decisions. These decisions are to be made by the professional provider and pharmacist using their professional judgment. Members should consult their professional providers about whether a medication from the preferred list is appropriate for them. This list is not meant to replace a professional provider's judgment when making prescribing decisions.

Preferred Tier Medications. Preferred medications, including specialty preferred medications, have been reviewed by Moda Health and found to be safe and clinically effective at a favorable cost when compared to other medications in the same therapeutic class and/or category. Generic medications may be included in this tier when they have not been shown to be safer or more effective than other more cost effective generic medications.

Prescription Medications are those that include the notice "Caution - Federal law prohibits dispensing without prescription".

Select Tier Medications. Select medications include those generic medications that are safe and effective, and represent the most cost effective option within their therapeutic category, as well as certain brand medications that have been identified as favorable from a clinical and cost effective perspective.

Self-Administered Medications. Prescription medications labeled by the FDA for self-administration, which can be safely administered by the member or the member's caregiver outside of a medically supervised setting (such as a physician's office, infusion center or hospital). These medications do not usually require a licensed medical provider to administer them.

Specialty Medications. Certain prescription medications are defined as specialty products. Specialty medications are often used to treat complex chronic health conditions. Specialty treatments often require special handling techniques, careful administration and a unique ordering process. Specialty medications may require prior authorization.

Value Tier Medications. Value medications include commonly prescribed products used to treat chronic medical conditions, and that are considered safe, effective and cost-effective to alternative medications. A list of value tier medications is available on myModa.

7.8.2 Covered Expenses

A covered expense is a charge that meets all of the following criteria:

a. It is for a covered medication supply that is prescribed for a member, or
b. Is for an OTC contraceptive the member has bought
c. It is incurred while the member is eligible under the policy
d. The prescribed medication is not excluded

A covered expense must be medically necessary, defined as delivery of a service by a qualified healthcare provider, exercising prudent clinical judgement, that meets all of the following:

a. Is for the purpose of preventing, evaluating, diagnosing or treating a medical condition or its symptoms
b. Is in accordance with generally accepted standards of medical practice
c. Is proven to be effective in producing intended effects on health outcomes (e.g., morbidity, mortality, quality of life, symptom control, function) associated with the member's medical condition or its symptoms
d. Has beneficial effects on health outcomes that outweigh the potential harmful effects
e. Is clinically appropriate in terms of type, frequency, extent, site and duration
f. Is not primarily for the convenience of the patient or healthcare provider
g. Is at least as likely to produce equivalent therapeutic or diagnostic results for the diagnosis or treatment of that patient's medical condition or its symptoms as an alternative service, including no intervention, and is not more costly than an alternative service or sequence of services.

For these purposes, "generally accepted standards of medical practice" are standards based on reliable scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations, and the views of physicians practicing in relevant clinical areas, and other relevant factors. For new treatments, effectiveness is determined by reliable scientific evidence that is published in peer-reviewed medical literature. For existing treatments, effectiveness is determined first by scientific evidence, then by professional standards, then by expert opinion. The fact that services were furnished, prescribed or approved by a physician or other qualified provider does not in itself mean that services are medically necessary. The fact that a service is FDA-approved does not in itself mean that the service is medically necessary.

7.8.3 Covered Medication Supply

Includes the following:

a. A prescription medication that is medically necessary for treatment of a medical condition
b. Compounded medications containing at least one covered medication as the main ingredient

c. Insulin and diabetic supplies including insulin syringes, needles and lancets, glucometers and test strips, with a valid prescription
d. Select prescribed preventive medications required under the Affordable Care Act
e. Medications for treating tobacco dependence, including OTC nicotine patches, gum or lozenges from a retail pharmacy available with no cost sharing as required under the Affordable Care Act and with a valid prescription
f. Prescription contraceptive medications and devices for birth control (section 7.3.2) and medical conditions covered under the policy. Each contraceptive can be dispensed up to a 3-month supply for the member's first use of the medication and up to 12-month supply for subsequent fills. Contact Customer Service for information on obtaining a 12-month supply.
g. Select immunizations and related administration fees are covered with no cost sharing at retail pharmacies (e.g. flu, pneumonia and shingles vaccines)

Certain prescription medications and/or quantities of prescription medications may require prior authorization (see section 6.1). Some medications that are often used to treat complex chronic health conditions must be dispensed through a Moda-designated specialty pharmacy provider. For assistance coordinating prescription refills, contact Pharmacy Customer Service.

Requests for formulary exceptions can be made by the member or professional provider through myModa or by contacting Customer Service. Formulary exceptions and coverage determinations must be based on medical necessity. The prescribing professional provider's contact information must be submitted, as well as information to support the medical necessity, including all of the following:

a. Formulary medications were tried with an adequate dose and duration of therapy
b. Formulary medications were not tolerated or were not effective
c. Formulary or preferred medications would reasonably be expected to cause harm or not produce equivalent results as the requested medication
d. The requested medication therapy is evidence-based and generally accepted medical practice

Moda Health will contact the prescribing professional provider to find out how the medication is being used in the member's treatment plan. Standard exception requests are determined within 72 hours. Urgent requests are determined within 24 hours.

7.8.4 Mail Order Pharmacy

Members have the option of obtaining prescriptions for covered medications through a Moda-designated mail order pharmacy. A mail order pharmacy form can be obtained on myModa or by contacting Customer Service.

7.8.5 Specialty Services & Pharmacy

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

Specialty medications must be prior authorized. If a member does not purchase these medications at the Moda-designated specialty pharmacy, the expense will not be covered. Some specialty prescriptions may have shorter day supply coverage limits. For some specialty medications, members may be required to enroll in programs to ensure proper medication use and/or reduce the cost of the medication. More information is available on myModa or by contacting Customer Service.

7.8.6 Self-Administered Medication

All self-administered medications are subject to the prescription medication requirements of section 6.10. Self-administered specialty medications are subject to the same requirements as other specialty medications (section 7.8.5).

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

7.8.7 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.

7.8.8 Limitations

To ensure appropriate access to medications, the following limitations apply:

a. New FDA approved medications are subject to review and may be subject to additional coverage requirements or limits established 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 dispensed when a generic equivalent is available, the member may be responsible for the difference in cost between the generic and brand medication. Expenses incurred due to brand substitution do not accrue to the out-of-pocket maximum.
c. A brand medication is prior authorized for an authorized period or until a generic medication becomes available, whichever comes first. When a generic medication becomes available during an authorization period, the member can get the generic medication without a new prescription or authorization. See bullet b above.
d. Establishing therapy, whether by the use of free samples or otherwise, does not waive the Plan's utilization management requirements (e.g., step therapy, prior authorization) before Plan benefits are available.
e. Some specialty medications that have been determined to have a high discontinuation rate or short durations of use may be limited to a 15-day supply
f. Medications with dosing intervals beyond the Plan's maximum day supply will be assessed an increased copayment consistent with the day supply.
g. Claims for medications purchased outside of the United States and its territories will only be covered in emergency and urgent care situations
h. Early refill of medications for travel outside of the United States is subject to review, and when allowed, is limited to once every 6 months. A refill under this provision will not cover a medication supply beyond the end of the plan year.

7.8.9 Exclusions

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

a. **Devices.** Including but not limited to therapeutic devices and appliances. Information for contraceptive devices is in section 7.8.3 and for other devices in section 7.7.1
b. **Experimental or Investigational Medications.** Including any medication used for an experimental or investigational purpose (see Section 13), even if it is otherwise approved by the federal government or recognized as neither experimental nor investigative for other uses or health conditions
c. **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
d. **Hair Growth Medications**
e. **Immunization Agents for Travel**
f. **Institutional Medications.** To be taken by or administered to a member while he or she is a patient in a hospital, rest home, skilled nursing facility, extended care facility, nursing home or similar institution
g. **Medication Administration.** A charge for administration or injection of a medication, except for select immunizations at in-network 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
j. **Non-Covered Condition.** A medication prescribed for purposes other than to treat a covered medical condition
k. **Nutritional Supplements and Medical Foods**
l. **Off-label Use.** Medications prescribed for or used for non-FDA approved indications, unless approved by the Health Evidence Review Commission (ORS 414.688) or the Pharmacy Therapeutics and Review Committee (ORS 414.353).
m. **Over the Counter (OTC) Medications** and prescription medications for which there is an OTC equivalent or alternative, except for contraceptives or those treating tobacco dependence
n. **Repackaged Medications**
o. **Replacement Medications and/or Supplies**
p. **Vitamins and Minerals.** Except as required by law
q. **Weight Loss Medications**

SECTION 8. GENERAL EXCLUSIONS

In addition to the limitations and exclusions described elsewhere in this policy, 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 an in-network provider. Any direct complication or consequence that arises from these exclusions will not be covered, except for emergency medical conditions.

Acupuncture

Benefits Not Stated
Services and supplies not specifically described in this policy as covered expenses

Care Outside the United States
Scheduled care or care that is not due to an urgent or emergency medical condition

Charges Over the Maximum Plan Allowance

Chiropractic Care and Spinal Manipulation

Comfort and First-Aid Supplies
Including but not limited to footbaths, vaporizers, electric back massagers, footpads, heel cups, shoe inserts, band-aids, cotton balls, cotton swabs, and off-the-shelf wrist, ankle or knee braces. Related exclusion is under Supportive Environmental Materials

Cosmetic Procedures
Any procedure or medication requested for the purpose of improving or changing appearance without restoring impaired body function, including rhinoplasty, breast augmentation, lipectomy, liposuction and hair removal (including electrolysis and laser). Exceptions are provided for reconstructive surgery if medically necessary and not specifically excluded (see sections 7.5.10 and 7.5.11).

Court Ordered Sex Offender Treatment

Custodial Care
Routine care and hospitalization that helps a member with activities of daily living, such as bathing, dressing and getting in and out of bed. Custodial care includes care that is primarily for the purpose of keeping a member safe or for holding a member awaiting admission to the appropriate level of care.

Dental Examinations and Treatment; Orthodontia
Except as specifically provided for in sections 7.4.8 and 7.4.16, or if medically necessary to restore function due to craniofacial anomaly

Educational Supplies
Including books, tapes, pamphlets, subscriptions, videos and computer games (software)

Enrichment Programs

Psychological or lifestyle enrichment programs including educational programs, assertiveness training, marathon group therapy, and sensitivity training unless provided as a medically necessary treatment for a covered medical condition

Experimental or Investigational Procedures
Including expenses incidental to or incurred as a direct consequence of such procedures (see definition of experimental/investigational in Section 13)

Faith Healing

Family Planning
Surgery to reverse elective sterilization procedures (vasectomy or tubal ligation)

Financial Counseling Services

Food Services
Meals on Wheels and similar programs

Guest Meals in a Hospital or Skilled Nursing Facility

Hearing Aids
Except as specifically provided for in section 7.7.2

Home Birth or Delivery
Charges other than the professional services billed by a professional provider, including travel, portable hot tubs and transportation of equipment

Homemaker or Housekeeping Services

Homeopathic Treatment and Supplies

Illegal Acts, Riot or Rebellion, War
Services and supplies for treatment of a medical condition caused by or arising out of a member's voluntary participation in a riot or arising directly from the member's illegal act. This includes any expense caused by, arising out of or related to 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

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, except when pending disposition of charges. Benefits paid under this exception may be limited to 115% of the Medicare allowable amount.

Legal Counseling

Massage or Massage Therapy

Mental Examination and Psychological Testing and Evaluations
For the purpose of adjudication of legal rights, administrative awards or benefits, corrections or social service placement, employment, or any use except as a diagnostic tool for the treatment of a mental health condition or as specifically provided for in section 7.4.5.

Missed Appointments

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

Necessities of Living
Including but not limited to food, clothing, and household supplies. Related exclusion is under Supportive Environmental Materials

Never Events
Services and supplies related to never events, which are events that should never happen while receiving services in a hospital or facility including 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, which includes serious preventable events

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 Counseling
Except as provided for in section 7.4.19

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 for the treatment of established medical conditions that may be caused by or made worse by obesity, but 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 provided in section 7.7.1

Orthognathic Surgery
Including associated services and supplies. Except when medically necessary to repair an accidental injury or for treatment of cancer.

Out-of-Network Services
Except emergency services, urgent care outside the United States, and when out-of-network care has been prior authorized by Moda Health

Pastoral and Spiritual Counseling

Personality Disorders

Physical Examinations
Physical examinations for administrative purposes, such as employment, licensing, participating in sports or other activities, or insurance coverage

Physical Exercise Programs

Private Nursing Services

Professional Athletic Events
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

Psychoanalysis or Psychotherapy
As part of an educational or training program, regardless of diagnosis or symptoms

Reports and Records
Including charges for the completion of claim forms or treatment plans

Routine Foot Care
Including the following services unless otherwise required by the member's medical condition (e.g., diabetes):

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

School Services
Educational or correctional services or sheltered living provided by a school or half-way house

Self-Administered Medications
Including oral and self-injectable, when provided directly by a physician's office, facility or clinic instead of through the prescription medication or anticancer benefits (sections 7.8 and 7.4.1)

Self Help Programs

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 Otherwise Available
Including those services or supplies:

a. for which payment could be obtained in whole or in part if a member had applied for payment under any city, county, state or federal law, except for Medicaid coverage
b. for which a member cannot be held liable because of an agreement between the provider and another third party payer which has paid or is obligated to pay for such service or supply
c. for which no charge is made (including reducing a charge due to a coupon or manufacturer discount), or for which no charge is normally made in the absence of insurance
d. a member could have received in a hospital or program operated by a government agency or authority. This exclusion does not apply to:
    i. covered services provided at any hospital owned or operated by the state of Oregon or any state approved community mental health and developmental disabilities program
    ii. veterans of the armed forces, in which case covered services and supplies furnished by the Veterans' Administration of the United States and that are not service related are eligible for payment according to the terms of the Plan

Services Provided or Ordered by a Relative
Other than services by a dental provider. Relatives, for the purpose of this exclusion, include a member or a spouse or domestic partner, child, sibling, or parent of a member or his or her spouse or domestic partner.

Services Provided by Volunteer Workers

Sexual Dysfunctions of Organic Origin
Services for sexual dysfunctions of organic origin, including impotence and decreased libido. This exclusion does not extend to sexual dysfunction diagnoses listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

Support Education
Including:
a. Level 0.5 education-only programs
b. Education-only, court mandated anger management classes
c. Family education or support groups, except as required under the Affordable Care Act

Supportive Environmental Materials
Including hand rails, ramps, bath benches, humidifiers, air filters, air conditioners, heat lamps, tanning lights, whirlpools, hot tubs, and telephones, and other items that are not for the treatment of a medical condition even if they relate to a condition otherwise covered by the policy. Related exclusion is under Necessities of Living

Taxes

Telehealth
Including telephone visits or consultations and telephone psychotherapy, except telemedicine as specifically provided for in section 7.7.6. This exclusion does not apply to covered case management services.

Telephones and Televisions in a Hospital or Skilled Nursing Facility

Temporomandibular Joint Syndrome (TMJ)
Services and supplies related to the treatment of TMJ

Therapies
Services or supplies related to hippotherapy (horse therapy), and maintenance therapy and programs

Third Party Liability Claims
Services and supplies for treatment of a medical condition for which a third party is or may be responsible, to the extent of any recovery received from or on behalf of the third party (see section 10.4.2)

Toupees, Hair Transplants

Transportation
Except medically necessary ambulance transport

Treatment in the Absence of Illness
Including individual or family counseling or treatment for marital, behavioral, family, occupational or religious problems, treatment for at risk individuals in the absence of illness or a diagnosed mental health or chemical dependence condition, or treatment of normal transitional response to stress

Treatment After Coverage Terminates
Except for covered hearing aids ordered before coverage terminates and received within 90 days of the end date

Treatment Not Medically Necessary
Including services or supplies that are:

a. Not medically necessary for the treatment or diagnosis of a condition otherwise covered by 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 rendered 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.

Treatment Prior to Enrollment
Including services and supplies for an admission to a hospital, skilled nursing facility or other facility that began before the member's coverage in this policy began. Moda Health will provide coverage only for those covered expenses incurred on or after the member's effective date under the policy.

Vision Care
Including eye exams, the fitting, provision or replacement of eyeglasses or contact lenses, and any charges for orthoptics, vitamin therapy, low vision therapy, eye exercises or fundus photography, except as otherwise provided under the policy. See section 7.4.10 for coverage of annual dilated eye exam for management of diabetes.

Vision Surgery
Any procedure to cure or reduce myopia, hyperopia or astigmatism. Includes reversals or revisions of any such procedures and any complications of these procedures.

Vitamins and Minerals
Except as required by law. Otherwise, not covered unless medically necessary for treatment of a specific medical condition, and only under the medical benefit and if they 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 remedies are not covered.

Work Related Conditions
Treatment of a medical condition arising out of or in the course of employment or self-employment for wages or profit, unless the expense is denied as not work related under any workers' compensation provision. A claim must be filed for workers' compensation benefits and a copy of the workers' compensation denial letter must be submitted for payment to be considered. This exclusion does not apply to owners, partners or executive officers if they are exempt from workers' compensation laws and no workers' compensation coverage is provided to them.

SECTION 9. ELIGIBILITY & ENROLLMENT

If this is a child only plan, coverage is only available to age 26 and dependent children, spouses, and domestic partners of the subscriber are not covered. Disregard any reference to spouses, domestic partners or children. Siblings of the subscriber are eligible. Coverage of new siblings may be effective on either the date of birth, adoption or placement for adoption or the first of the following month.

A person cannot be covered by more than one Moda Health Individual medical policy at any time.

Eligibility and enrollment are administered by the Marketplace. Contact the Marketplace for information. A subscriber may obtain coverage for newly acquired or newly eligible dependents by submitting an application within 60 days of their eligibility. A new dependent may cause a premium increase. The required premium or any applicable premium credit must be received and processed for coverage to become effective.

The subscriber must notify the Marketplace if family members are added or dropped from coverage, even if it does not affect premiums. Moda Health must be notified whenever there is a change of address.

To remain eligible for coverage, a person must satisfy the residency requirements of the Marketplace. This includes living in the service area, and intending to live in the service area permanently or indefinitely. Coverage is not available to a person who resides in the service area for the primary purpose of obtaining health coverage or other temporary purpose.

A subscriber's child who has sustained a disability rendering him/her physically or mentally incapable of self-support at even a sedentary level may be eligible for coverage even though he or she is 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 26th birthday. Social Security Disability status does not guarantee coverage under this provision. Moda Health will determine eligibility 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 26th 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

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

9.1 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 medical and certain financial records and birth

certificates, adoption paperwork, marriage certificates, domestic partner registration, proof of residency and any other evidence necessary to document eligibility on the Plan.

9.2 PREMIUMS

The current premium amount is shown on the premium notice. Members may contact the Marketplace regarding premium tax credits.

Premium payments are due monthly for continued coverage. Payments can be made by check, cashier's check, money order or prepaid debit card with a billing statement, or by electronic fund transfer (EFT). If a subscriber no longer wishes to pay by EFT, Moda Health must be notified in writing 15 days before the next deduction date. For other changes in billing option, Moda Health must receive 30 days prior written notice from the subscriber. Electronic billing (eBill) is also available, allowing subscribers to pay the monthly premium on myModa using their bank account.

Premium payments by third parties are not accepted, except when required by law.

9.2.1 When Payments are Due

All premium payments are due on the first of the month. Members will have a 10-day grace period after the premium due date.

Members who are eligible for tax credits and taking any portion as a prepaid subsidy will be allowed a 3 month grace period after the first premium has been paid in full within 10 days of the due date.

If payment is not received within the grace period, this policy will end after an advance notice. If this policy ends because premiums have not been paid, Moda Health may require payment of any unpaid past-due premiums from the last 12 months before open enrollment or special enrollment coverage under a new Moda Health policy becomes effective.

This policy continues for each month a subscriber makes a timely premium payment.

9.2.2 Changes in Amount of Premiums

Premiums can change without notice when the family composition changes or the subscriber moves to a different rating area. The new premium amount will be effective the first day of the month following the event. When a member moves into the next age bracket of the rate table, premiums will change on the renewal date. Thirty days written notice will be provided before a change in the premiums affecting all policyholders takes effect. When the new premium is paid, the payment will confirm the subscriber's acceptance of the change.

9.2.3 Segregation of Premium for Abortion Services

The first full dollar of any member-paid monthly premium is allocated to abortion services for which public funding is prohibited. Federal regulations require that the premium for these services be at least $1.00 per member per month, regardless of age or gender. Although this charge is built into the premium and not billed separately, Moda Health allocates the funds as required by law.

9.3 WHEN COVERAGE ENDS

The circumstances in which a member's coverage will end are described below. Coverage will end on the last day of the month through which premiums are paid unless otherwise required by law. When the subscriber's coverage ends, coverage for all enrolled dependents also ends.

a. The subscriber is no longer eligible for coverage through the Marketplace
b. The subscriber moves outside the Plan's service area
c. Loss of dependent eligibility
d. Non-payment of premium
e. Rescission for fraud or intentional material misrepresentation
f. Termination of the health benefit plan option
g. Moda Health's decertification to offer plans through the Marketplace
h. Subscriber terminates his or her coverage after the required advanced notice or changes health benefit plan during an open enrollment or special enrollment period

9.4 RESCISSION

A member's coverage may be rescinded back to the effective date, or claims denied at any time, for fraud or intentional material misrepresentation. This may include but is not limited to: enrolling ineligible persons in the policy, falsifying or withholding documentation or information that is the basis for eligibility, and falsification or alteration of claims. Moda Health reserves the right to retain premiums paid as liquidated damages, and the member shall be responsible for the full balance of any benefits paid. A member will be notified of a rescission 30 days prior to cancellation of coverage.

SECTION 10. CLAIMS ADMINISTRATION & PAYMENT

10.1 SUBMISSION & PAYMENT OF CLAIMS

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.

10.1.1 Hospital & Professional Provider Claims

A member who is hospitalized or visits a professional provider must present his or her Moda Health identification 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 he or she wishes to accept the service. Moda Health will reimburse the member if any of the charges paid are later determined to be covered.

When a member is billed by the hospital or professional provider directly, he or she 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 identification number
c. Date of service
d. Diagnosis with corresponding current ICD codes
e. Itemized description of the services and charges with corresponding American Medical Association CPT and/or Centers for Medicare and Medicaid HCPCS codes
f. Provider's tax ID number

If the treatment is for an accidental injury, a statement explaining the date, time, place, and circumstances of the accident must be included with the bill.

For care received outside the United States, see section 10.1.4.

10.1.2 Ambulance Claims

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

10.1.3 Prescription Medication Claims

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

A member who buys an OTC contraceptive or 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 myModa.

10.1.4 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 identification numbers
b. Statement explaining where the member was and why he or she 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

10.1.5 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 myModa. Moda Health may pay claims, deny them, or apply the allowable expense 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 10.1.

10.1.6 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.

10.2 COMPLAINTS, APPEALS & EXTERNAL REVIEW

Before filing an appeal that does not concern initial eligibility, it may be possible to resolve a dispute with a phone call to Customer Service.

10.2.1 Definitions

For purposes of section 10.2, the following definitions apply:

Adverse Benefit Determination means a letter or an Explanation of Benefits (EOB) from Moda Health denying initial eligibility (this notice will come from the Marketplace) or informing that a person is not eligible for benefits or that benefits have not been fully paid. Reasons are:

a. Rescission of coverage (section 9.4)
b. Eligibility to participate in the Plan
c. Utilization review (described below)
d. Decision that an item or service is experimental or investigational or not necessary

e. Continuity of care (section 10.3) is denied because the course of treatment is not considered active.

A **Final Internal Adverse Benefit Determination** is an adverse benefit determination that has been upheld by Moda Health at the end of the internal appeal process, or the internal appeal process has been finished.

Appeal is a written request by a member or his or her representative for Moda Health or the Marketplace to review an adverse benefit determination.

Complaint means an expression of dissatisfaction about a specific problem a member has encountered or about a decision by Moda Health or the Marketplace or an agent acting on behalf of Moda Health or the Marketplace, and which includes a request for action to resolve the problem or change the decision. A complaint does not include a request for information or clarification about any subject related to the policy.

Expedited (fast) appeal means any appeal requested when using the regular time period to review a denial of a pre-service appeal 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 managed without the requested care or treatment. A physician with knowledge of a member's medical condition decides this.

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

Pre-service appeal means any appeal for a benefit requested under the Plan for care or services that require prior authorization and the services have not been received.

Utilization review means a system of reviewing 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.

10.2.2 Time Limit for Submitting Appeals

A member has **180 days** from the date an adverse benefit determination is received to submit a written appeal. If an appeal is not submitted within this timeframe, the member will lose the right to any appeal.

If the appeal is about ending or reducing an ongoing course of treatment before the end of the authorized period of time or number of treatments, Moda Health will continue to provide benefits while the appeal is being reviewed. If the decision is upheld, the member will have to pay back the cost of coverage received during the review period.

The timelines 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 requirements. Whoever is unable to comply must give notice of the reason to the other party when the issue arises.

10.2.3 Appeals

Appeals about eligibility, including premium tax credit and allocations or American Indian and Alaskan Native eligibility status, should be sent to the Marketplace.

Appeals of other adverse benefit determinations are administered by Moda Health. An appeal must be submitted in writing. If necessary, Customer Service can help with filing an appeal. The member may review the claim file and submit written documents, records and other information to support the appeal. A member may choose a representative to act on his or her behalf. Moda Health will send a letter no more than 7 days after receiving an appeal to tell the member that the appeal is received. Appeals are investigated by persons who are not involved in the initial decision.

An expedited appeal can have a faster review upon request. A fast review will be finished no later than 72 hours after Moda Health has received the appeal. If the member does not provide enough information for Moda Health to make a decision, Moda Health will tell the member and/or provider within 24 hours of receipt of the appeal of the specific information needed to make a decision. The member or provider will have 48 hours to provide the specified information. Moda Health will make a decision on a fast appeal no later than 48 hours after the earlier of (a) Moda Health's receipt of the specified information, or (b) the end of the time allowed to submit the specified additional information.

Investigation of a pre-service appeal will be finished within 15 days. Investigation of a post-service appeal will be finished within 30 days. If new or additional evidence or reasoning is used by Moda Health to decide the appeal, it will be given 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 decision is finalized. Moda Health will send a written notice of the decision to the member, including the reason for the decision.

10.2.4 External Review

A member may ask to have the appeal reviewed by an independent review organization (IRO) appointed by the Oregon Division of Financial Regulation.

a. The member must sign a HIPAA release waiver allowing the IRO to see his or her medical records
b. The request for external review must be in writing no more than 180 days after receipt of the final internal adverse benefit determination. A member may submit additional information to the IRO within 5 days, or 24 hours for a fast review
c. Generally, the member must have exhausted the appeal process described in section 10.2.3. However, Moda Health may agree to skip this requirement and send an appeal directly to external review if the member agrees. For a fast appeal or when the appeal is about a condition for which the member received emergency services and is still hospitalized, a request for external review may be expedited or at the same time as a request for internal appeal review

Only certain types of denials are eligible for external review. The IRO screens requests, and will review appeals that relate to

a. An adverse benefit determination based on a utilization review decision
b. Whether a course or plan of treatment that a member is undergoing is an active course of treatment for purposes of continuity of care (see section 10.3)

c. Cases in which Moda Health does not meet the internal timeline for review or the federal requirements for providing related information and notices

The decision of the IRO is binding except to the extent other remedies are available to the member under state or federal law. *If Moda Health fails to comply with the decision, the member may initiate a suit against Moda Health.*

A final internal adverse benefit determination based on specific exclusions or limitations on the amount, duration or scope of coverage that does not involve medical judgment or a decision on whether a person is a member under the policy does not qualify for external review. A complaint decision does not qualify for external review.

10.2.5 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 done within 30 days. If more time is needed, Moda Health will tell the member and have 15 more days to make a decision.

10.2.6 Additional Member Rights

Members have the right to file a complaint or ask for help from the Oregon Division of Financial Regulation.

Phone:	503-947-7984 or toll-free 888-877-4894
Mail:	PO Box 14480, Salem, Oregon 97309-0405
Internet:	dfr.oregon.gov
email:	cp.ins@state.or.us

This information is subject to change upon notice from the Director of the Oregon Division of Financial Regulation.

10.3 CONTINUITY OF CARE

Sometimes a provider's contract with the network ends. On the day a professional provider's contract with Moda Health ends, he or she becomes an out-of-network provider. When this happens, Moda Health may cover some services by the professional provider as if he or she were still in-network for a limited period of time. This is called continuity of care.

Moda Health will tell members who are under the care of a particular professional provider when this happens, and let them know about their right to continuity of care.

Eligible members

a. Will get a letter from Moda Health
    i. No later than 30 days before the contract ends, or as soon as Moda Health knows the contract is ending, or
    ii. No more than 10 days after Moda Health first learns that a member had been seeing that provider for ongoing care
    iii. When the professional provider is part of a group of providers, the provider group may give this notice
    iv. When a member requests continuity of care before Moda Health sends its notice, the member is considered notified as of that date
b. Are under the care of a professional provider whose contract with Moda Health ends
    i. The care is an active course of treatment that is medically necessary
    ii. Pregnancy care is in at least the second trimester
    iii. The professional provider and the member agree that it is a good idea to maintain continuity of care
    iv. Requests continuity of care from Moda Health

The professional provider must agree to follow the requirements of the medical services contract that had most recently been in effect between the professional provider and Moda Health, and to accept the contractual reimbursement applicable at the time the contract ended.

Continuity of care ends

a. On the earlier of the following dates for most members:
    i. The day after the member finishes the active course of treatment that gives him or her the right to continuity of care
    ii. 120 days after the date Moda Health tells the member the contract with the professional provider has ended

b. On the later of the following dates for pregnancy care that is in at least the second trimester:
    i. 45 days after the birth
    ii. As long as the member continues under an active course of treatment, but not later than 120 days after the date Moda Health tells the member the contract with the professional provider has ended

When continuity of care is not available:

a. The member is no longer covered by this policy
b. The subscriber ends the policy
c. The professional provider has moved out of the service area
d. The professional provider cannot continue care for patients because of other reasons
e. The contract with the professional provider has ended for reasons related to quality of care and he or she has finished any appeal process

10.4 BENEFITS AVAILABLE FROM OTHER SOURCES

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

10.4.1 Coordination of Benefits (COB)

This provision 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 govern the order in which each plan will pay a claim for benefits.

10.4.1.1 Order of Benefit Determination (Which Plan Pays First?)

The first of the following rules that applies will govern:

a. **Non-dependent/Dependent**. If a plan covers the member as other than a dependent, for example, 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 are living together whether or not they have ever been married or domestic partners, 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.)
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 or domestic partners, 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 commencing 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**. 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, that is, one who is neither laid off nor retired (or as that employee's dependent) 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 the 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 had it been the primary plan.

10.4.1.2 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 do not exceed 100% of the total allowable expense.

This Plan will coordinate with a plan that is "excess" or "always secondary" or that uses order of benefit determination rules that are inconsistent with those contained in OAR 836-020-0770 to 836-020-0805 (non-complying plan) on the following basis:

a. If this Plan is primary, it will provide its benefits first
b. If this Plan is secondary and the non-complying plan does not provide its primary payment information within a reasonable time after it is requested to do so, this Plan will assume that the benefits of the non-complying plan are identical to this Plan's benefits. This Plan will provide its benefits first, but the amount of the benefits payable shall be determined as if this Plan were the secondary plan.
c. If the non-complying plan reduces its benefits so that the member receives less in benefits than he or she would have received had this Plan provided its benefits as the secondary plan and the non-complying plan provided its benefits as the primary plan, then this Plan shall advance additional benefits equal to the difference between the amount that was actually paid and the amount that should have been paid if the non-complying plan had not improperly reduced its benefits. Additional payment will be limited so that this Plan will not pay any more than it would have paid if it had been the primary plan. In

consideration of such an advance, this Plan shall be subrogated to all rights of the member against the non-complying plan.

10.4.1.3 Effect on the Benefits of this Plan

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other healthcare coverage and apply that calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other healthcare coverage.

If the primary plan is a closed panel plan and the member uses an out-of-network provider, the secondary plan shall provide benefits as if it were the primary plan, except for emergency services or authorized referrals that are paid or provided by the primary plan.

10.4.1.4 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 10.1.3).

The manner in which 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. In this scenario, Moda Health will pay as if it is primary.

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

10.4.1.5 Definitions

For purposes of section 10.4.1, 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 trusteed plan, a union welfare plan, an employer organization plan or an employee benefits plan

d. Medical care components of group 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 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.

Complying plan is a plan that complies with these COB rules.

Non-complying plan is a plan that does not comply with these COB rules.

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 rather than 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.

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

a. The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the plans provides coverage for private hospital room expenses
b. The amount of the reduction by the primary plan because a member has failed to comply with the plan's provisions concerning second surgical opinions or prior authorization, or because the member has a lower benefit due to not using an in-network provider
c. Any amount in excess of the highest reimbursement amount for a specific benefit, if a member is covered by 2 or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology
d. Any amount in excess of the highest of the negotiated fees, if a member is covered by 2 or more plans that provide benefits or services on the basis of negotiated fees
e. If a member is covered by one plan that calculates its benefits on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits on the basis of negotiated fees, the primary plan's arrangement shall be the allowable expense for all plans. However, if the provider has contracted with the secondary plan to provide the

benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits

f. If a plan is advised by a member that all plans covering the member are high-deductible health plans and the member intends to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code of 1986, the primary high-deductible health plan's deductible is not an allowable expense, except for any healthcare expense incurred that may not be subject to the deductible as described in Section 223(c)(2)(C)

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 an in-network provider.

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

10.4.2 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 policy 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, as defined below.

The member agrees that Moda Health has the rights described in section 10.4.2. 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. Moda Health has discretion to interpret and construe these recovery and subrogation provisions.

10.4.2.1 Definitions:

For purposes of section 10.4.2, the following definitions apply:

Benefits means any amount paid by Moda Health, or submitted 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.

10.4.2.2 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 common and statutory law, as well as under the policy.

10.4.2.3 Right of Recovery

In addition to its subrogation rights, Moda Health may, at its sole discretion and option, require a member, and his or her 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 Moda Health requires the member and his or her attorney to protect its recovery rights under this section, then 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.

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 his or her 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 incur 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.

f. In third party claims involving the use or operation of a motor vehicle, Moda Health, at its sole discretion and option, is entitled to seek reimbursement under the personal injury protection statutes of the state of Oregon or under other applicable state law.

10.4.2.4 Additional Provisions

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

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. The Plan 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 10.4.2, 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 his or her 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 the Plan, 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 10.4.2.

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 10.4.2.

f. Section 10.4.2 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, the Plan 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 fail 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.

10.4.3 Surrogacy

Members who enter into a surrogacy agreement must reimburse Moda Health for covered services related to conception, pregnancy, delivery or postpartum care that are received in connection with the surrogacy agreement. The amount the member must pay will not exceed the payments or other compensation she and any other payee is entitled to receive under the surrogacy agreement. Any cost sharing amounts the member pays will be credited toward the amount owed under this section.

By accepting services, the member assigns Moda Health the right to receive payments that are payable to the member or any other payee under the surrogacy agreement, regardless of whether those payments are characterized as being for medical expenses. Moda Health will secure its rights by having a lien on those payments and on any escrow account, trust or other account that holds those payments. Those payments shall first be applied to satisfy Moda Health's lien.

Within 30 days after entering a surrogacy agreement, the member must send written notice of the agreement, a copy of the agreement, and the names, addresses and telephone numbers of all parties involved in the agreement to Moda Health. The member must also complete and send to Moda Health any consents, releases, authorizations, lien forms and other documents necessary for Moda Health to determine the existence of any rights we may have under this section and to satisfy those rights.

If the member's estate, parent, guardian or other party asserts a claim against a third party based on the surrogacy agreement, such person or entity shall be subject to Moda Health's liens and other rights to the same extent as if the member had asserted the claim against the third party.

10.5 MEDICARE

To the extent permitted by law, the Plan will not pay for any part of a covered expense to the extent the expense is actually paid under Medicare or would have been paid under Medicare Part B if the member was properly enrolled in Medicare and applied for benefits. The Plan will estimate what Medicare would have paid and reduce its benefits based on the estimate. In addition, the Plan does not pay for any part of expenses incurred from providers who have opted out of Medicare participation. 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.

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 DISCLOSURE OF BENEFIT REDUCTION

Moda Health will provide notification of material reductions in covered services or benefits to the subscriber no later than 30 days prior to the adoption of the change (more information in section 11.10).

11.2 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.

11.3 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 800-852-5195 ext. 5033.

11.4 TRANSFER OF BENEFITS

Only members are entitled to benefits under this policy. 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 when billed by a provider licensed, certified or otherwise authorized by laws in the state of Oregon or upon a member's written request.

11.5 RECOVERY OF BENEFITS PAID BY MISTAKE

If Moda Health mistakenly makes a payment for a member to which he or she is not entitled, or pays a person who is not eligible for payments at all, Moda Health has the right to recover the payment from the person paid or anyone else who benefited from it, including a provider. 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.

11.6 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.

11.7 CONTRACT PROVISIONS

This policy plus any endorsements or amendments is the entire contract between the parties. No promises, terms, conditions or obligations exist other than those contained in the contract. This 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.

11.8 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 a member receives, 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.

11.9 WARRANTIES

All statements made by the applicant 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 member, a copy of which has been given to the subscriber or member or member's beneficiary.

11.10 GUARANTEED RENEWABILITY

Moda Health is required to renew coverage at the subscriber's option. Medicare eligibility is not a basis for non-renewal of this policy. Coverage may only be discontinued or non-renewed:

a. For nonpayment of the required premiums by the subscriber. (Moda Health will terminate the policy with 10 days' notice if premiums are not received when due)
b. For fraud or misrepresentation by a member
c. When a member is enrolled in Medicare
d. When Moda Health discontinues offering and/or renewing all of its individual health benefit plans in Oregon or in a specified service area within Oregon. Discontinuing a policy under this provision will be administered in accordance with ORS 743B.125

e. When the director orders Moda Health to discontinue coverage in accordance with procedures specified or approved by the director upon finding that the continuation of the coverage would:
    i. Not be in the best interests of its members
    ii. Impair Moda Health's ability to meet its contractual obligations
f. When, in the case of an individual health benefit plan that delivers covered services through a specified network of healthcare providers, the member no longer lives, resides or works in the service area of the provider network and the termination of coverage is not related to the health status of any member
g. When, in the case of a health benefit plan that is offered in the individual market only through one or more bona fide associations, the membership of a person in the association ceases and the termination of coverage is not related to the health status of any member

Moda Health may modify an individual health benefit plan at the time of coverage renewal. The modification is not a discontinuation as described under paragraph (c) of this section.

11.11 NO WAIVER

Any waiver of any provision of this policy or any performance under this policy 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 this policy, including a delay or omission in denying a claim, that shall not waive Moda Health's rights to enforce the provisions of the Plan.

11.12 COMPLIANCE WITH FEDERAL & STATE MANDATES

Moda Health provides benefits in accordance with the requirements of all applicable state and federal laws and as described in this policy. This includes compliance with federal mental health parity requirements and coverage of essential health benefits as defined by the Affordable Care Act, except that the policy does not provide the required pediatric dental coverage. Members who have purchased this policy outside of the Marketplace must have obtained separate pediatric dental coverage through a Marketplace certified pediatric dental plan. This applies whether the member is an adult or a child. A list of Marketplace certified pediatric dental plans can be found at the Marketplace website. Delta Dental Plan of Oregon, part of the Moda Health organization, offers plans that include pediatric dental coverage. Visit the Moda Health website to review the available options.

Members who have not met the requirement to obtain pediatric dental coverage should contact Moda Health for assistance.

11.13 GOVERNING LAW

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

11.14 WHERE ANY LEGAL ACTION MUST BE FILED

Any legal action arising out of this policy must be filed in either state or federal court in the state of Oregon.

11.15 TIME LIMIT FOR FILING A LAWSUIT

Any legal action arising out of, or related to, this policy and filed against Moda Health by a member or any third party must be filed in court no more than 3 years after the time the claim was filed (see section 10.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

11.16 EVALUATION OF NEW TECHNOLOGY

Moda Health develops medical necessity criteria for new technologies and new use of current technologies. The technology 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.

SECTION 12. MEMBER DISCLOSURES

The intent of these disclosures is to assure, among other things, that patients and providers are informed about their health benefit plans.

12.1 What are members' rights and responsibilities?

Members have the right to:

a. Be treated with respect and recognition of their dignity and need for privacy
b. Have access to urgent and emergency services, 24 hours a day, 7 days a week
c. Know what their rights and responsibilities are. Members will be given information about the Plan and how to use it, and about the providers who will care for them. This information will be provided in a way that members can understand.
d. Participate in decision making regarding their healthcare. This includes a discussion of appropriate or medically necessary treatment options for their conditions, whether or not the cost or benefit is covered by Moda Health, and the right to refuse care and to be advised of the medical result of their refusal.
e. Receive services as described in this policy
f. Have their medical and personal information remain private. Personal information will be handled in compliance with state and federal law, and will be given to third parties only as necessary to administer the Plan, as required by law, or as permitted by the member
g. Change to a new primary care physician (PCP)
h. File a complaint or appeal about any aspect of the Plan, and to receive a timely response. Members are welcome to make suggestions to Moda Health.
i. Obtain free language assistance services, including verbal interpretation services, when communicating with Moda Health
j. Have a statement of wishes for treatment, known as an Advanced Directive, on file with their professional providers. Members also have the right to file a power of attorney, which allows a member to give someone else the right to make healthcare choices when the member is unable to make these decisions.
k. Make suggestions regarding Moda Health's policy on members' rights and responsibilities

Members have the responsibility to:

a. Read this policy to make sure they understand the policy. Members are advised to call Customer Service with any questions.
b. Select a PCP for those plans that require it
c. To the extent required by the Plan, seek medical services only from their PCP
d. Obtain approval from their PCP before going to a specialist
e. Treat all providers and their staff with courtesy and respect
f. Provide all the information needed for their provider to provide good healthcare
g. Participate in making decisions about their medical care and forming a treatment plan
h. Follow instructions for care they have agreed to with their provider
i. Use urgent and emergency services appropriately
j. Present their medical identification card when seeking medical care
k. Notify providers of any other insurance policies that may provide coverage
l. Reimburse Moda Health from any third party payments they may receive

m. Keep appointments and be on time. If this is not possible, members must call ahead to let the provider know they will be late or cannot keep the appointment
n. Seek regular health checkups and preventive services
o. Provide adequate information to Moda Health 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.

12.2 What if a member has a medical emergency?

A member who believes he or she has a medical emergency should call 911 or seek care from the nearest appropriate provider, such as a physician's office or clinic, urgent care facility or emergency room.

A member does not need to contact his or her PCP prior to seeking emergency treatment. However, the member should contact the PCP as soon as reasonably possible after seeking emergency care.

12.3 How will a member know if benefits are changed or terminated?

Moda Health will notify members of any benefit changes through the mail. Members may also find their current benefits on myModa or contact Customer Service about their benefits.

12.4 Will a member be informed if the PCP is no longer participating in the network?

If a member's PCP ends his or her participation in the network, Moda Health will inform the member and provide instructions on how to change the PCP.

12.5 If a member is not satisfied with the Plan, how can an appeal be filed?

A member can file an appeal by contacting Customer Service or by writing a letter to Moda Health. Complete information is available in section 10.2.

A member may also contact the Oregon Division of Financial Regulation

Phone:	503-947-7984 or toll-free 888-877-4894
Mail:	PO Box 14480, Salem, Oregon 97309-0405
Internet:	dfr.oregon.gov
email:	cp.ins@state.or.us

12.6 What are the prior authorization and utilization review criteria?

Prior authorization is used to determine whether a service is covered (including whether it is medically necessary) before the service is provided. Members may contact Customer Service or visit myModa for a list of services that require prior authorization.

Obtaining prior authorization is the member's assurance that the services and supplies recommended by the provider are medically necessary and covered. Response to a provider request for prior authorization will be within 2 business days. Except in the case of fraud or

misrepresentation, prior authorization for benefit coverage and medical necessity shall be binding if obtained no more than 30 days prior to the date the service is provided, and eligibility shall be binding for 5 business days from the date of the authorization.

Utilization review is the process of reviewing services after they are rendered to ensure that they were medically necessary and appropriate with regard to widely accepted standards of good medical practice.

A written summary of information that may be included in Moda Health's utilization review of a particular condition or disease can be obtained by calling Customer Service.

12.7 How are important documents, such as medical records, kept confidential?

Moda Health protects member information in several ways:

a. Moda Health has a written policy to protect the confidentiality of health information
b. Only employees who need to access member information in order to perform their job functions are allowed to do so
c. Disclosure outside Moda Health is permitted only when necessary to perform functions related to providing coverage and/or when otherwise allowed by law
d. Most documentation is stored securely in electronic files with designated access

12.8 How can a member participate in the development of Moda Health's corporate policies and practices?

Member feedback is very important. Moda Health welcomes any suggestions for improvements to its health benefit plans or services.

Moda Health has formed advisory committees, including the Quality Council for healthcare professionals, to allow participation in the development of corporate policies and to provide feedback. Committee membership is limited. Members may obtain more information by contacting Moda Health.

12.9 How can non-English speaking members get information about the policy?

A representative will coordinate the services of an interpreter over the phone when a member calls Customer Service for assistance.

12.10 What additional information is available upon request?

The following documents are available free of charge by calling Customer Service:

a. Moda Health's annual report on complaints and appeals
b. Moda Health's efforts to monitor and improve the quality of health services
c. Procedures for credentialing network providers and how to obtain the names, qualifications, and titles of the providers responsible for a member's care
d. Prior authorization and utilization review procedures

12.11 What information about Moda Health is available from the Oregon Division of Financial Regulation?

The following information regarding Moda Health's health benefit plans is available from the Oregon Division of Financial Regulation:

a. The results of all publicly available accreditation surveys
b. A summary of Moda Health's health promotion and disease prevention activities
c. An annual summary of appeals
d. An annual summary of utilization review policies
e. An annual summary of quality assessment activities
f. An annual summary of scope of network and accessibility of services

Contact:

Oregon Division of Financial Regulation
PO Box 14480, Salem, Oregon 97309-0405
503-947-7984 or toll-free 888-877-4894
dfr.oregon.gov
cp.ins@state.or.us

12.12 What is provider risk sharing?

This plan includes risk sharing arrangements with providers. Under a risk-sharing arrangement, the providers that are responsible for delivering healthcare services are subject to some financial risk or reward for the services they deliver. Contact Moda Health for additional information.

SECTION 13. DEFINITIONS

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

Applied Behavior Analysis means a variety of psychosocial interventions that use behavioral principles to shape an individual's behavior. It includes direct observation, measurement and functional analysis of the relationship between environment and behavior. It is a type of treatment for individuals with autism spectrum disorder. Typical goals include improving daily living skills, decreasing harmful behavior, improving social functioning and play skills, improving communication skills and developing skills that result in greater independence.

Approved Clinical Trial
Limited to those clinical trials that are:

a. Funded or supported by a center or cooperative group that is funded by the National Institutes of Health, the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, the Centers for Medicare and Medicaid Services, the United States Department of Energy, the United States Department of Defense or the United States Department of Veterans Affairs
b. Conducted as an investigational new drug application, an investigational device exemption or a biologics license application to the United States Food and Drug Administration
c. Exempt by federal law from the requirement to submit an investigational new drug application to the United States Food and Drug Administration

Authorization see Prior Authorization.

Autism Service Provider means a behavior analyst licensed by the Oregon Behavior Analysis Regulatory Board (BARB), an assistant behavior analyst licensed by BARB and practicing under the supervision of a behavior analyst, an interventionist registered by BARB and practicing under the supervision of a behavior analyst, or a state-licensed or state-certified healthcare professional providing services for autism spectrum disorder within the scope of his or her professional license. In states that do not license autism service providers, certification or registration with the Behavior Analysis Certification Board may be accepted instead.

Balance Billing means the difference between the maximum plan allowance and the provider's billed charge. Out-of-network providers may bill the member this amount, except Oregon-licensed providers when performing services at an in-network facility and the member did not choose the provider. Balance billing is not a covered expense under the Plan.

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

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

Calendar Year means a period beginning January 1st and ending December 31st.

Chemical Dependency means an addictive physical and/or psychological relationship with any drug or alcohol that interferes on a recurring basis with an individual's main life areas, such as employment, and psychological, physical and social functioning. Chemical dependency does not mean an addiction to or dependency upon foods, tobacco, or tobacco products.

Chemical Dependency Outpatient Treatment Program means a state-licensed program that provides an organized outpatient course of treatment, with services by appointment, for substance-related disorders.

Coinsurance means the percentages of covered expenses to be paid by a member.

Copay or **Copayment** means the fixed dollar amounts to be paid by a member to a provider when receiving a covered service.

Cost Sharing is the share of costs a member must pay when receiving a covered service, including deductible, copayments or coinsurance. Cost sharing does not include premiums, balance billing amounts for out-of-network 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.

Custodial Care means care that helps a member conduct such common activities as bathing, eating, dressing or getting in and out of bed. It is care that can be provided by people without medical or paramedical skills. Custodial care includes care that is primarily for the purpose of keeping a member safe or for holding a member awaiting admission to the appropriate level of care.

Dental Care means services or supplies provided to prevent, diagnose or treat diseases of the teeth and supporting tissues or structures, including services or supplies to restore the ability to chew and to repair defects that have developed because of tooth loss.

Dependent means any person who is or may become eligible for coverage under the terms of this policy because of a relationship to the subscriber.

Domestic Partner means a person joined with the subscriber in a partnership that has been registered under the laws of any federal, state or local government.

Effective Date means the 1st of the following month if an application is received on the 1st to 15th of a month, or the 1st of the second month if an application is received from the 16th to the last day of a month. For new dependents, effective date means the date of birth for a newborn child, the date of the adoption decree for an adopted child, and the date of placement for a child placed for adoption or foster care. For new spouses and domestic partners, and persons who qualify due to loss of minimum essential coverage, it means the 1st day of the month following the qualifying event.

Emergency Medical Condition means a medical condition or behavioral health crisis with acute symptoms, including severe pain, that a prudent layperson with an average knowledge of health and medicine could reasonably expect that failure to receive immediate medical attention would place the health of a member, or a fetus in the case of a pregnant woman, in serious jeopardy.

Emergency Medical Screening Examination means the medical history, examination (which may include behavioral health assessment), related tests and medical determinations required to confirm the nature and extent of an emergency medical condition.

Emergency Services means 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 for the stabilization of a member, and within the capabilities of the staff and facilities available at the hospital are included. Emergency services also include further medical examination and treatment required to stabilize a member.

Experimental or Investigational means services and supplies 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
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

Experimental or Investigational Medications are those that involve one or more of the following:

a. A medication, device (supply) or biologic product for which the approval of one or more government agencies (such as the FDA) is required, but has not been obtained at the time the treatment is requested or administered
b. A treatment for which scientific or medical assessment has not been completed, or the effectiveness of the treatment has not been generally established
c. Is only available in the United States as part of a clinical trial or research program for the illness or condition being treated
d. Is the subject of an on-going phase I or phase II clinical trial, or is the research/ experimental/study/investigational arm of an on-going phase III clinical trial
e. Is used within a regimen that may be individually proven, but when utilized in combination, scientific literature does not support the use
f. Is used within a regimen that is proven in combination with other medications, but when utilized individually, scientific literature does not support the use

Genetic Information pertains to a member or his or her 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.

Health Benefit Plan means any hospital and/or medical expense policy or certificate, healthcare service contractor or health maintenance organization subscriber contract, any plan provided by a multiple employer welfare arrangement, or other benefit arrangement defined in the federal Employee Retirement Income Security Act of 1974, as amended. This Plan is a health benefit plan.

Hearing Assistive Technology Systems means devices that amplify or change audio communication to another format or alert members when there is a lot of background noise. Examples include frequency modulation (FM), infrared systems, induction loop systems, telephone amplifiers, voice carryover telephones, text telephones or alerting devices.

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

Implant means a material inserted or grafted into tissue.

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

In-network refers to providers that are contracted under Moda Health to provide care to members.

Intensive Outpatient means mental health or chemical dependency 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. Chemical dependency intensive outpatient is 9-19 hours per week for adults and 6-19 hours per week for adolescents.

The Marketplace refers to the Health Insurance Marketplace, the federally facilitated entity established to administer the state health insurance exchange program.

Maximum Plan Allowance (MPA) is the maximum amount Moda Health will reimburse providers. For an in-network provider, the MPA is the amount the provider has agreed to accept for a particular service.

MPA for out-of-network services is the lesser of a supplemental provider fee arrangement Moda Health may have in place or the amount calculated using one of the following methodologies, any of which may be used by Moda Health: a percentage of the Medicare allowable amount, a percentile of fees commonly charged for a given procedure in a given area, a percentage of the acquisition cost or a percentage of the billed charge.

MPA for emergency services received out-of-network is the greatest of the median in-network rate, the maximum amount as calculated according to this definition for out-of-network providers and the Medicare allowable amount.

MPA for prescription medications at out-of-network pharmacies is no more than the prevailing pharmacy network fee based on average wholesale price (AWP) minus a percentage discount.

In certain instances, when a dollar value is not available, Moda Health reviews the claim to determine a comparable code to the one billed. Once a comparable code is established, the claim is processed as described above.

When using an out-of-network provider, any amount above the MPA may be the member's responsibility (this is the balance billing amount).

Medical Condition means any physical or mental condition including one resulting from illness, injury (whether or not the injury is accidental), pregnancy or congenital malformation. Genetic information in and of itself is not a condition.

Medical Services Contract means a contract between an insurer and an independent practice association or a provider. Medical services contract does not include a contract of employment or a contract creating legal entities.

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 is consistent with the symptoms or diagnosis of a member's condition and appropriate considering the potential benefit and harm to the patient
b. The service, medication, supply or intervention is known to be effective in improving health outcomes
c. 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 provided 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 delayed if proof of medical necessity is required but not provided by the health service provider.

Medically necessary care does not include custodial care.

Moda Health uses scientific evidence from peer-reviewed medical literature to determine effectiveness for services and interventions for the medical condition and patient indications being considered.

More information regarding medical necessity can be found in the General Exclusions (Section 8).

Member means a person whose application for individual health coverage has been accepted and who is enrolled for coverage under the terms of this policy. A member may be the subscriber or a dependent of a subscriber.

Mental Health refers to benefits, facilities, programs, levels of care and services related to the assessment and treatment of mental health conditions, as defined in the policy.

Mental Health Condition means any mental health disorder covered by diagnostic categories listed in the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition Text Revision (DSM-IV-TR) or the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)

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

or a program licensed, approved, established, maintained, contracted with or operated by the Oregon Office of Mental Health & Addiction Services.

Moda Health refers to Moda Health Plan, Inc.

Network means a group of providers who contract to provide healthcare to members at negotiated rates. Such groups are called Preferred Provider Organizations (PPOs), and provide in-network services in their specific service areas.

Out-of-network refers to providers that are not contracted under Moda Health to charge discounted rates to members. Out-of-network services are generally not covered by the Plan.

Out-of-Pocket Maximum means the maximum amount a member pays out-of-pocket every year, including the deductible, coinsurance and copays. If a member reaches the out-of-pocket maximum in a calendar year, the Plan will pay 100% of eligible expenses for the remainder of the year.

Outpatient Surgery means surgery that does not require an inpatient admission or a stay of 24 hours or more.

Partial Hospital Program means an appropriately licensed mental health or chemical dependency facility providing no less than 4 hours of direct, structured treatment services per day. Chemical dependency partial hospital programs provide 20 or more hours of direct treatment per week. Partial hospital programs do not provide overnight 24-hour per day care.

The **Plan** is the individual health benefit plan insured under the terms of this policy between the subscriber and Moda Health.

Policy means the contract between the subscriber and Moda Health that contains all the conditions of the insurance coverage. The policy includes this handbook, the individual application, and any declaration pages, addendums, endorsements, or amendments.

Prior Authorization or **Prior Authorized** refers to obtaining approval by Moda Health prior to the date of service. A complete list of services and medications that require prior authorization is available on myModa or by contacting Customer Service. Failure to obtain required authorization will result in denial of benefits (see section 6.1).

Professional Provider means any state-licensed or state-certified healthcare professionals, when providing medically necessary services within the scope of their licenses or certifications. In all cases, the services must be covered under the Plan to be eligible for benefits.

Provider means 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 to a member.

Residential Program means a state licensed 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 for treatment of mental health conditions or chemical dependency. Residential program does not include any program that provides less than 4 hours per day of direct treatment services.

Respite Care means care for a period of time to provide caregivers relief from full-time residing with and caring for a member. Providing care to allow a caregiver to return to work does not qualify as respite care.

Service Area is the geographical area where in-network providers provide their services.

Subscriber means the person in whose name the policy is issued following acceptance by the Marketplace of that person's individual application.

Women's Healthcare Provider means an in-network obstetrician or gynecologist, physician assistant specializing in women's health, advanced registered nurse practitioner specializing in women's health or certified nurse midwife, practicing within the applicable lawful scope of practice. A women's healthcare provider designated as a PCP must meet certain standards and must have requested and received designation from Moda Health as a PCP.

For help, call us directly at 888-393-2940
(En Español: 888-786-7461)

P.O. Box 40384
Portland, OR 97240

Moda does not discriminate

Moda, Inc. follows 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.

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, 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, 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.

Dave Nesseler-Cass coordinates our nondiscrimination work:

Dave Nesseler-Cass,
Chief Compliance Officer
601 SW Second Ave.
Portland, OR 97204
855-232-9111
compliance@modahealth.com

Health plans in Oregon and Alaska provided by Moda Health Plan, Inc. Dental plans in Oregon provided by Oregon Dental Service, dba Delta Dental Plan of Oregon. Dental plans in Alaska provided by Delta Dental of Alaska. 39969758 (8/18)

moda HEALTH

DELTA DENTAL
Delta Dental of Oregon & Alaska

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).

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）

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

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

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

ATANSYON: Si ou pale Kreyòl Ayisyen, nou ofri sèvis gratis pou ede w nan lang ou pale a. Rele nan 1-877-605-3229 (moun ki itilize sistèm TTY rele : 711)

ATTENTION : si vous êtes locuteurs francophones, le service d'assistance linguistique gratuit est disponible. Appelez au 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)

ATENÇÃO: Caso fale português, estão disponíveis serviços gratuitos de ajuda linguística. Telefone para 1-877-605-3229 (TERMINAL: 711)

ATTENZIONE: Se parla italiano, sono disponibili per lei servizi gratuiti di assistenza linguistica. Chiamare il numero 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（TYY、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。

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

توجه: در صورتی که به فارسی صحبت می کنید، خدمات ترجمه به صورت رایگان برای شما موجود است. با 1-877-605-3229 (TTY: 711) تماس بگیرید.

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

ATENŢIE: 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)

โปรดทราบ: หากคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือด้านภาษาได้ฟรี โทร 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.