



# Oregon Individual Policy

## Moda Health Affinity Silver 4500 Plan (\$4,500 Deductible Plan)

Sections 2.3 and 5.1.2 Revised October 1, 2022

### 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.



Moda Health renews this individual policy 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](http://www.modahealth.com).

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## **SECTION 1. WELCOME**

Moda Health is pleased to provide individual health coverage to members through the Silver 3500 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 Dashboard at [www.modahealth.com](http://www.modahealth.com). The Member Dashboard is available 24 hours a day, 7 days a week allowing members to access policy information whenever it is convenient.

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

This 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 the Member Dashboard, 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 policy, all references in this policy to dependents, including a spouse, domestic partner or children, are considered deleted. Siblings of the subscriber are eligible.

This policy is not a Medicare Supplement policy. Persons who are eligible for Medicare should review the Guide to Health Insurance for People with Medicare available from CMS on [medicare.gov](http://medicare.gov).

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

## **SECTION 2. MEMBER RESOURCES**

### **2.1 CONTACT INFORMATION**

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

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

Includes many helpful features, such as:

- Find Care (use to find 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**

855-466-7155

#### **Hearing Services Customer Service**

TruHearing

866-202-2178

#### **Virtual Care preferred vendor**

CirrusMD

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

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

844-235-8015

#### **Appeals Department**

601 SW 2<sup>nd</sup> Ave., Portland, OR 97204

Fax 503-412-4003

[OregonExternalReview@modahealth.com](mailto:OregonExternalReview@modahealth.com)

#### **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](http://www.healthcare.gov)

## **2.2 MEMBERSHIP CARD**

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

## **2.3 NETWORKS**

This policy pays benefits only for services provided in the networks shown below. See Network Information (Section 5) for more detail about how networks work.

### **Medical Network**

Affinity

### **Pharmacy Network**

Navitus

### **Travel Network**

Aetna PPO

## **2.4 CARE COORDINATION**

### **2.4.1 Care Coordination**

The Plan provides individualized coordination of complex and/or catastrophic cases. Care Coordinators and Case Managers who are registered nurses, licensed clinical social workers 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 registered nurse, licensed clinical social worker or behavioral health clinician available to coordinate these services ensures improved and safe 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 substance use disorder benefits to help members access effective care in the right place and contain costs.

Behavioral Health Customer Service can help members locate in-network providers and understand their mental health and substance use disorder benefits.

## **2.5 OTHER RESOURCES**

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

See Section 14 for information about additional services, programs and tools to support members' physical, mental and emotional health. These resources are not part of the Plan, and they are not insurance.

## SECTION 3. SCHEDULE OF BENEFITS

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

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

**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. Prior authorization may be required for some services (see section 6.1). An explanation of important terms is found in Section 13.

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.

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

	In-Network Benefits	Out-of-Network Benefits
Annual deductible per member	\$4,500	N/A
Maximum annual deductible per family	\$9,000	
Annual out-of-pocket maximum per member	\$8,700	
Maximum annual out-of-pocket maximum per family	\$17,400	

Services	Cost Sharing (Deductible applies unless noted differently)		Section in Handbook & Details
	In-network	Out-of-network	
Urgent & Emergency Care			
Ambulance Transportation	35%		Section 7.2.1
Emergency Room Facility (includes ancillary services)	35%		Section 7.2.2
ER professional / ancillary services billed separately	35%		
Urgent Care Office Visit	\$70 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 45+
Contraception	No cost sharing	Not covered	Section 7.3.2
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+
Pediatric Screenings	No cost sharing	Not covered	Section 7.3.4 Age/frequency limits apply
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+
Tobacco Cessation Treatment	No cost sharing	Not covered	Section 7.3.7
Women’s Exam & Pap Test	No cost sharing	Not covered	Section 7.3.8 One per year
Other Preventive Services including:			
Diagnostic X-ray & Lab	35%	Not covered	Section 7.4.11
Prostate Rectal Exam	\$35 per visit, no deductible	Not covered	Section 7.3.6 Once every 2 years, age 50+
Prostate Specific Antigen (PSA) Test	35%		Once every 2 years, age 50+
Outpatient Services			
Acupuncture	\$35 per visit, no deductible	Not covered	Section 7.4.1 12 visits per year
Anticancer Medication	35%	Not covered	Section 7.4.2
Applied Behavior Analysis	35%	Not covered	Section 7.4.3
Biofeedback	\$70 per visit, no deductible	Not covered	Section 7.4.4 10 visit lifetime maximum
Coordinated Specialty Programs	No cost sharing	Not covered	Section 7.4.7
Dental Injury	35%	Not covered	Section 7.4.8
Diabetes Services	35%	Not covered	Section 7.4.10 Supplies covered under DME and Pharmacy benefits
Diagnostic Procedures, including x-ray and lab	35%	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)	35%	Not covered	Section 7.4.14 Some medications may be limited to certain providers or are not covered in outpatient hospital setting. Certain medications from preferred suppliers covered under specialty pharmacy benefit.
Kidney Dialysis	35%	Not covered	Section 7.4.15
Mental Health Services	\$35 per visit, no deductible	Not covered	Section 7.4.18
Office and Home Visits			Section 7.4.20
PCP Visits	\$35 per visit, no deductible	Not covered	See also Virtual Care Visits under Other Services
Specialist Visits	\$70 per visit, no deductible	Not covered	Naturopathic physicians are considered specialists unless credentialed as a PCP
Rehabilitation & Habilitation (Physical, occupational and speech therapy)	\$70 per visit, no deductible	Not covered	Section 7.4.22 30 rehabilitation and 30 habilitation sessions per year, up to 60 rehabilitation sessions to treat neurologic conditions. (N/A to mental health/substance use disorder)
Spinal Manipulation	\$35 per visit, no deductible	Not covered	Section 7.4.23 20 visits per year
Substance Use Disorder Services	\$35 per visit, no deductible	Not covered	Section 7.4.24
Surgery and Invasive Diagnostic Procedures	35%	Not covered	Section 7.4.25
Therapeutic Injections	35%	Not covered	Section 7.4.26
Therapeutic Radiology	35%	Not covered	Section 7.4.27
<b>Inpatient &amp; Residential Facility Care</b>			
Diagnostic Procedures, including x-ray and lab	35%	Not covered	Section 7.4.11
Hospital Physician Visit	35%	Not covered	Section 7.5.3
Inpatient Care	35%	Not covered	Section 7.5.2

Services	Cost Sharing (Deductible applies unless noted differently)		Section in Handbook & Details
	In-network	Out-of-network	
Rehabilitation & Habilitation (Physical, occupational and speech therapy)	35%	Not covered	Section 7.5.6 30 rehabilitation and 30 habilitation days per year, or 60 rehabilitation days following head/spinal cord injury (N/A to mental health/ Substance use disorder)
Residential Mental Health & Substance Use Disorder Treatment Programs	35%	Not covered	Section 7.5.7
Skilled Nursing Facility Care	35%	Not covered	Section 7.5.8 60 days per year
Substance Use Detoxification	35%	Not covered	Section 7.5.9
Surgery	35%	Not covered	Section 7.5.10
Transplants			Section 7.5.13
Authorized transplant facilities	35%	N/A	\$7,500 maximum travel and housing expense per transplant
Other facilities	Not covered		
Maternity Services			
Breastfeeding Support/ Counseling and Supplies	No cost sharing	Not covered	Section 7.6.2
Maternity	35%	Not covered	Section 7.6
Newborn Nurse Home Visiting Program	No cost sharing	Not covered	Section 7.6.5 Visit limits apply
Other Services			
Disease Management for Pain	No cost sharing	Not covered	Section 7.7.1
Durable Medical Equipment (DME), Supplies & Appliances	35%	Not covered	Section 7.7.2 Limits apply to some DME, supplies, appliances
Wigs	67%	Not covered	One per year
Hearing Aids & Related Services		Not covered	Section 7.7.3 Frequency limits apply
Exam	\$45, no deductible		
Other Services	35%		
Home Healthcare	35%	Not covered	Section 7.7.4
Hospice Care		Not covered	Section 7.7.5
Home Care	35%		
Inpatient Care	35%		
Respite Care	35%		30 day lifetime maximum, up to 5 days consecutive

Services	Cost Sharing (Deductible applies unless noted differently)		Section in Handbook & Details
	In-network	Out-of-network	
Virtual Care Visits	\$10 per visit, no deductible	Not covered	Section 7.7.7
Through CirrusMD	No cost sharing	N/A	Log on via modahealth.com/cirrusmd
Vision Care		Not covered	Section 7.7.8 Under age 19 One exam and one pair of glasses or contacts per year
Exam	\$35 per visit, no deductible		
Lenses & frames or contacts	35%		
Pharmacy			
Prescription Medication	A member who uses an out-of-network pharmacy must pay any amounts charged above the MPA		Section 7.8
Retail Pharmacy			Up to 30-day supply per prescription \$75 max cost share for insulin, no deductible
Value	\$2, no deductible		
Select	\$20, no deductible		
Preferred	40%, no deductible		
Nonpreferred	50%		
Mail Order Pharmacy		Must use Moda-designated mail order pharmacy	Up to 90-day supply per prescription \$225 max cost share for insulin, no deductible
Value	\$6, no deductible		
Select	\$60, no deductible		
Preferred	40%, no deductible		
Nonpreferred	50%		
Specialty Pharmacy		Must use Moda-designated specialty pharmacy	Up to 30-day supply per prescription for most medications
Preferred Specialty	40%, no deductible		
Nonpreferred Specialty	50%		
Anticancer Medication	35%	35% Must use Moda-designated pharmacy for mail order and specialty	Section 7.4.2 Pharmacy tier deductible applies

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

### **4.1 DEDUCTIBLES**

Every year, members will have to pay some expenses before the Plan starts paying. This is called meeting or satisfying the deductible. Members must pay the entire covered expenses until they have spent the deductible amount, unless the policy specifically states otherwise. Then the Plan begins sharing costs with the member. Once a family member has met their per member deductible, the Plan will begin paying benefits for that member's covered expenses, whether or not the entire family deductible has been met. The deductible amounts, and the amount a member pays after the deductible is met, are shown in Section 3. If more than one member of a family is covered, each individual member only has to pay their per member deductible until the total family deductible is reached.

Disallowed charges, copayments and manufacturer discounts and/or copay assistance programs do not apply to the annual deductible.

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

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

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

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 (MPA), which is defined in Section 13. Depending upon the Plan provisions, cost sharing may apply.

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 over the MPA.

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.

#### **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 their professional provider and Moda Health. Any party can provide notification in writing and terminate such services.

The fact that the Plan has paid benefits for extra-contractual services for a member shall not obligate it to pay such benefits for any other member, nor shall it obligate the Plan to pay benefits for continued or additional extra-contractual services for the same member. 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 the Member Dashboard 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 if 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 policy is available to ensure continued coverage.

#### **Network**

Medical network is Affinity

(providers in Baker, Crook, Douglas, Gilliam, Grant, Harney, Jefferson, Klamath, Lake, Lane, Malheur, Marion, Morrow, Polk, Sherman, Umatilla, Union, Wallowa, and Wheeler counties)

Pharmacy network is Navitus

#### **5.1.1 Coverage Outside the Service Area for Certain Children**

Enrolled children who are full-time students age 18 to 26 or under a Qualified Medical Support Order (QMCSO) and residing in the United States but outside Oregon may receive out of area benefits, subject to the following limitations:

- a. Provide documentation of the student's educational institution (school) enrollment
- b. All non-emergency hospital confinements must be prior authorized
- c. Services will be covered only if provided within a 30-mile radius of the student's residence or at the closest appropriate facility
- d. Out-of-area and out-of-network providers may bill members for charges over the maximum plan allowance

Children eligible for out-of-area benefits will receive the best benefit by using a travel network provider as described in section 5.1.2 if one is available. When an enrolled child moves outside of Oregon for school, members must contact Customer Service to provide documentation of the child's enrollment in an out-of-state school and update the address with Moda Health. When a child under a QMCSO is added, members must contact Customer Service to provide the documentation, including the child's address. The enrolled child will be eligible for out-of-area coverage on the first day of the month following the date documentation is received and the address is updated in Moda Health's system.

Children inside Oregon but outside the Plan's service area are not eligible for out of area benefits. Out of area benefits are not available to a child living outside of Oregon for the purpose of receiving treatment or benefits.

### **5.1.2 Travel Network**

Members traveling outside of Oregon may receive benefits by using a travel network provider for urgent or emergency services. A travel network is only considered in-network 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, except for enrolled children who are students living in the United States but outside of Oregon.

#### **Travel Network**

Aetna PPO

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

### **5.1.3 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 the Member Dashboard or by contacting Customer Service.

A directory of in-network PCPs is available on the Member Dashboard under Find Care or by contacting Customer Service for assistance. Each member may select a different PCP, such as a family or general practitioner, a pediatrician or a women's healthcare provider.

### **5.1.4 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 services for non-emergency care at an in-network facility. When receiving care at an in-network facility, ask to have related services (such as diagnostic testing, equipment and devices, telemedicine, 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 the 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 services and supplies for non-emergency care 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 over the maximum plan allowance.

#### **5.1.5 Care After Normal Office Hours**

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

## **5.2 USING FIND CARE**

To search for in-network providers, members can log in to their Member Dashboard account at [modahealth.com](http://modahealth.com) and click on Find Care.

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 policy requires members to select a PCP. To find a PCP:

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

The search will bring up a list of PCPs.

### **5.2.2 DME Providers**

Find a preferred DME provider:

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

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

## **SECTION 6. PRIOR AUTHORIZATION**

Prior authorization is used to ensure member safety, encourage appropriate use of services and medications, and support cost effective treatment options for members. Moda Health may require using a preferred treatment center or provider for the treatment to be covered. Services requiring prior authorization are evaluated using 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 member's medical condition. Treatments are covered only when there is 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, they are 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. Spinal manipulation
- e. Imaging services
- f. Infusion therapy
- g. Disease management for pain
- h. Medications

A full list of services and supplies requiring prior authorization is 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 substance use disorder services, contact Behavioral Health Customer Service.

### **6.1.2 Prior Authorization Limitations**

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

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

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

### **6.1.3 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 of any services that require it. 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.

### **6.1.4 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 visit 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 the Member Dashboard or by contacting Customer Service. Sometimes the authorization will require the member to use a certain provider for the service. Failure to obtain required prior authorization or to use the authorized provider when required 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 their premiums on time for the current month

Benefits are only payable after the service or supply has been provided. If a limitation or exclusion applies to an otherwise covered service, benefits will not be paid.

**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

Emergency services and urgent care are covered. Members are covered for treatment of emergency medical conditions (as defined in Section 13) worldwide. A member who believes they have a medical emergency should call 911 or seek care from the nearest appropriate provider.

Care received outside of the United States is only covered for an 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 ground ambulance providers may bill members for charges over the maximum plan allowance.

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

### **7.2.2 Emergency Room Care**

Medically necessary emergency room care is covered. The emergency room benefit applies to services billed by the facility. This may include supplies, labs, x-rays and other charges. Professional fees (e.g., emergency room physician or reading an x-ray/lab result) 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 (see section 5.1.4 for more information). Out-of-network providers cannot balance bill members except when permitted by law.

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. Emergency care should be reported to the PCP as soon as possible.

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 for treatment of emergency medical conditions, and members should not go to an emergency room for such services:

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

### **7.2.3 Urgent Care**

Short-term medical care provided by an urgent care facility (as defined in Section 13) 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.

Visits at walk-in clinics and immediate care facilities are covered under the office visit benefit (section 7.4.20). Immediate care, express care or walk-in care refers to primary care or specialist care that is on-demand and does not require an appointment. Facilities that provide such on-demand care are not urgent care facilities unless their claim billing includes the CMS place-of-service code that is specific for an urgent care facility.

## 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/uspstf/recommendation-topics/uspstf-a-and-b-recommendations/](http://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/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/hcp/acip-recs/](http://www.cdc.gov/vaccines/hcp/acip-recs/))
- c. Preventive care and screenings recommended by the Health Resources and Services Administration (HRSA) for infants, children and adolescents ([www.aap.org/en-us/Documents/periodicity\\_schedule.pdf](http://www.aap.org/en-us/Documents/periodicity_schedule.pdf)), and women ([www.hrsa.gov/womensguidelines/](http://www.hrsa.gov/womensguidelines/)) 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 45 and over:

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

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, it 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, including sterilization, and counseling are covered. When using the most cost-effective option (e.g., generic instead of brand name), contraception will be covered with no cost sharing. If the cost-effective contraception is deemed medically inadvisable by the member's provider, the Plan will cover an alternative prescribed by the provider. Over the counter contraceptives are covered under the Pharmacy benefit (section 7.8). Prior authorization and step therapy requirements do not apply. Surgery to reverse elective sterilization (vasectomy or tubal ligation) is not covered.

### **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, except as required under the Affordable Care Act.

### **7.3.4 Pediatric Screenings**

At the frequency and age recommended by HRSA or USPSTF, including:

- a. Screening for hearing loss in newborn infants
- b. Routine vision screening to detect amblyopia, strabismus and defects in visual sharpness in children age 3 to 5
- c. Developmental and behavioral health screening

### **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 subject to the standard cost sharing.

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

Cost sharing applies to prostate rectal exam and PSA test. For members age 50 and over, one rectal exam and one PSA test is covered every 2 years. For members who are at high risk for

prostate cancer, a prostate rectal exam and PSA test are covered earlier or more often if the treating professional provider recommends it.

#### **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.

#### **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 Acupuncture**

A limited number of visits are covered each year. Other services, such as office visits or diagnostic services, are not covered under this benefit. They are paid under the Plan's standard benefit for the type of service provided. If the copayment levels for acupuncture and associated services are different, only the highest copayment will apply to any one visit with the same provider, in addition to any applicable coinsurance. Office visits by acupuncturists are considered specialist office visits.

#### **7.4.2 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. Specialty anticancer medications require delivery by a Moda-designated specialty pharmacy (see section 7.8.7). 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 the Member Dashboard or by contacting Customer Service.

#### **7.4.3 Applied Behavior Analysis (ABA)**

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

Coverage for applied behavior analysis does not include:

- a. Services provided by a family or household member
- b. Custodial or respite care, equine assisted therapy, creative arts therapy, wilderness or adventure camps, music therapy, neurofeedback, chelation or hyperbaric chamber
- c. Services provided under an individual education plan (IEP) to comply with the Individuals with Disabilities Education Act
- d. Services provided by the Department of Human Services or Oregon Health Authority

#### **7.4.4 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.

#### **7.4.5 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. This includes the drug, device or service being tested, even if it is covered in a different use outside of the clinical trial
- 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 Coordinated Specialty Programs**

Mental health care that meets the Plan definition of Coordinated Specialty Program (see Section 13) is covered. These programs provide multidisciplinary, team-based care to individuals with mental health conditions and their families. Treatment must be authorized. When prior authorization cannot be obtained, providers should notify Moda Health as soon after admission as possible.

#### **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 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 or chewing food is not an accidental injury)
- b. Diagnosis is made within 6 months of the date of injury
- c. Treatment is completed 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

Implants and implant related services are not covered.

#### **7.4.9 Dental Procedures, Facility Charges**

If a serious medical condition makes a dental procedure risky, or if the member cannot be safely and effectively treated in a dental office because of a physical or developmental disability, general anesthesia services and related facility charges are covered when the dental procedure is provided in a hospital or outpatient clinic. Services must be prior authorized.

#### **7.4.10 Diabetes Services**

Insulin and diabetic supplies including insulin syringes, needles and lancets, test strips, glucometers and continuous glucose monitors are covered under the pharmacy benefit (section 7.8), when purchased from a pharmacy with a valid prescription and using a preferred manufacturer (see the preferred drug list on the Member Dashboard). Insulin pumps may be covered under the DME benefit (section 7.7.2).

Covered medical services for diabetes screening and management include:

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

#### **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. Some of these procedures may need to be prior authorized.

All standard imaging procedures related to treatment of a medical condition are covered. Most advanced imaging services must be prior authorized (see section 6.1), including radiology (such as MR procedures like MRI and MRA, CT, PET and nuclear medicine) and cardiac imaging.

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

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

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

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

Covered services may include:

- a. Mental health
- b. Hormone therapy (including puberty suppression therapy for adolescents)
- c. Surgical procedures (see section 7.5.10):
  - i. Breast/chest surgery
  - ii. Gonadectomy (hysterectomy/oophorectomy or orchiectomy)
  - iii. Reconstruction of the genitalia
  - iv. Gender confirming facial surgery

#### **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**

Infusion therapy services and supplies are covered 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 a certain supplier, provider or setting, medications purchased from other pharmacies or suppliers or infusion therapy administered at a hospital outpatient facility or other provider may not be covered. Some infusion medications from a preferred medication supplier are covered under the pharmacy specialty medication benefit (see Section 3 and section 7.8.6). See section 7.8.7 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 (DME) 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
- 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/Home Infusion or Treatment Center**

Medications that must be given in a professional provider's office, treatment or infusion center or home infusion are generally 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. In this case, the medication is covered under the pharmacy specialty medication benefit.

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

See 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 7.8.7). See section 7.8 for pharmacy benefits.

#### **7.4.18 Mental Health**

The Plan covers the following medically necessary services by a mental health provider:

- a. Office or home visits, including psychotherapy
- b. Intensive outpatient program
- c. Case management, skills training, wrap-around services and crisis intervention
- d. Coordinated specialty program
- e. Transcranial magnetic stimulation (TMS) and electroconvulsive therapy

Intensive outpatient treatment and TMS require prior authorization. Coordinated specialty programs must be prior authorized or authorized as soon as reasonably possible after being started. 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). 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 the naturopathic physician is credentialed as a primary care provider.

#### **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. Habilitative services are used to establish skills that were never developed due to a medical condition.

Rehabilitative or habilitative services have separate annual limits. These limits do not apply to medically necessary outpatient services for mental health and substance use disorder. The limits may be increased for rehabilitative services needed to treat 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.

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 horse therapy.

#### **7.4.23 Spinal Manipulation**

Spinal manipulation services must be prior authorized as medically necessary. A limited number of visits are covered each year. Other services, such as office visits, lab and diagnostic x-rays, and physical therapy services, are not covered under this benefit. They are paid under the Plan's standard benefit for the type of service provided. If the copayment levels for spinal manipulation and associated services are different, only the highest copayment will apply to any one visit with the same provider, in addition to any applicable coinsurance. Office visits by chiropractors are considered specialist office visits.

#### **7.4.24 Substance Use Disorder Services**

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

#### **7.4.25 Surgery**

Operating rooms and recovery rooms, surgical supplies and other services ordinarily provided by a hospital or surgical center are covered.

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 7.5.11 and 7.5.12 for more information about cosmetic and reconstructive surgery.

#### **7.4.26 Therapeutic Injections**

Administrative services for therapeutic injections, such as allergy shots, are covered when given in a professional provider's office. When comparable results can be obtained safely with self-administered medications at home, the administrative services for therapeutic injections by the provider are not covered. Vitamin and mineral injections are not covered unless they are medically necessary to treat a specific medical condition. More information is in sections 7.4.17 and 7.8.7.

#### **7.4.27 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

Facility care will only be covered when it is medically necessary.

A hospital is a facility that is licensed to provide inpatient and outpatient surgical, medical and psychiatric 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 required 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 Diagnostic Procedures

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

### 7.5.2 Hospital Benefits

Covered expenses for hospital care are:

- 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.** When 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

### 7.5.3 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.

### 7.5.4 Medication Administered at a Preferred Treatment Center

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

### 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 separate annual limits for inpatient services delivered in a hospital or other inpatient facility that specializes in such care. Additional days may be available for rehabilitation after acute head or spinal cord injury, subject to medical necessity and prior authorization. Visit or day limits do not apply to medically necessary services for mental health and substance use disorder.

#### **7.5.7 Residential Mental Health & Substance Use Disorder Treatment Programs**

Room and treatment services, including partial hospitalization, by a treatment program that meets the definitions in the Plan (see Section 13) are covered.

#### **7.5.8 Skilled Nursing Facility Care**

A skilled nursing facility is 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.

#### **Exclusions**

The following skilled nursing facility charges are not covered:

- a. If the member was admitted before they were covered by this policy
- b. If the care is mainly for cognitive decline or dementia, including Alzheimer's disease
- c. Routine nursing care
- d. Non-medical self-help or training
- e. Personal hygiene or custodial care

#### **7.5.9 Substance Use Detoxification Program**

Room and treatment services by a state-licensed treatment program are covered.

#### **7.5.10 Surgery**

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

#### **7.5.11 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 to treat 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 not covered, 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 7.5.12.

#### **7.5.12 Surgery, Reconstructive Following a Mastectomy**

The Plan covers reconstructive surgery following a medically necessary 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.

#### **7.5.13 Transplants**

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

##### **Definitions**

**Authorized transplant facility** is a healthcare facility with which Moda Health has contracted and arranged to provide 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. It includes 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, 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 homologous/allogeneic 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.

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, except under the newborn nurse home visiting program (section 7.7.6).

### **7.6.1 Abortion**

Elective abortions are covered at no cost sharing. Elective abortion is the member's right to end a pregnancy for reasons other than their health or a fetal disease.

### **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. Charges for accessories or supplies such as repair kits, replacement or extra parts, 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 prior authorized.

### **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 Newborn Nurse Home Visiting Program**

Members must use a certified home visiting services provider for services to be covered. Certified home visiting services providers may not be available in all counties. Services include:

- a. One comprehensive newborn nurse home visit within 2 to 12 weeks of birth
- b. A support home visit within 2 weeks of birth and before the comprehensive visit if the family has immediate needs after the birth
- c. Support telephone calls after the comprehensive home visit
- d. One or 2 support home visits based on the clinical assessment of the comprehensive home visit
- e. A follow-up phone call after the last services provided

Comprehensive newborn nurse home visits and support home visits are provided either in the family's home or by virtual care visits. This program ends by age 6 months.

### **7.6.6 Office, Home or Hospital Visits**

A visit means the member is actually examined by a professional provider. In addition to pregnancy care and childbirth visits, nurse home visiting services are covered (see section 7.7.6).

### **7.6.7 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 (preventive health exam) covered at no cost sharing. 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 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 Disease Management for Pain**

Structured disease management programs for pain are covered. The program must be directed and overseen by a qualified provider. Prior authorization is required.

### **7.7.2 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. Glasses or contact lenses for the diagnoses of aphakia or keratoconus
- c. Insulin pumps
- 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

Diabetic supplies, other than insulin pumps and related supplies, are only covered when purchased from a pharmacy with a valid prescription and using a preferred manufacturer (see section 7.8 for coverage under Pharmacy benefit).

The Plan covers the rental charge for DME. For most DME, the rental charge is covered up to the purchase price. Members can work with their providers to order their prescribed DME.

Moda Health encourages the use of a preferred DME provider. Using a preferred DME provider may help members save money. Find a preferred provider using Find Care in the Member

Dashboard (see section 5.2.2). A member can change a recurring prescription or automated billing to a preferred DME provider by contacting their current provider and the preferred DME provider to request the change.

All supplies, appliances and DME must be medically necessary. Some require prior authorization (see Section 6). 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.

### **7.7.3 Hearing Services**

Hearing tests, hearing aid checks and aided testing are covered twice per year for members under age 4 and once per year for members age 4 and older.

The following items are covered once every 3 years:

- a. One hearing aid per hearing impaired ear
- b. Repairs, servicing or alteration of the hearing aid equipment
- c. Bone conduction sound processors, if necessary for appropriate amplification and prior authorized (the surgery to install the implant is covered at the surgical benefit level)
- d. Hearing assistive technology system, if necessary for appropriate amplification and prior authorized

In addition:

- a. Ear molds and replacement ear molds 4 times per year under age 8 and once per year age 8 and older
- b. Initial batteries and one box of replacement batteries per year for each hearing aid

The hearing aid must be prescribed, fitted and dispensed by a licensed audiologist or hearing aid specialist with the approval of a licensed physician. A hearing aid may be covered more frequently if modifications to an existing hearing aid cannot meet the needs of a member under age 26.

To get the highest benefit level for the above 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 vendor through an in-network hearing instrument provider. Members can also use other in-network providers.

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.

#### **7.7.4 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 7.7.5 and 7.7.2.

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.

#### **7.7.5 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 in advance.

### **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

#### **7.7.6 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.

#### **7.7.7 Virtual Care Visits (Telemedicine)**

A virtual care visit is a live, interactive audio and/or video visit with a provider. It includes diagnosis and treatment of chronic or minor medical conditions. Medical information is communicated in real time between a member and their provider at different locations using telephone or internet conferencing, or transmission of data from remote monitoring devices.

Covered services, when they can be safely and effectively provided using virtual care visits, are covered when obtained from a provider using a virtual care visit as long as the technology used meets all state and federal standards for privacy and security of protected health information. Virtual care visits through CirrusMD at [modahealth.com/cirrusmd](https://modahealth.com/cirrusmd) are covered at no cost sharing. Additional technologies may be covered, and privacy and security requirements waived, during an Oregon state of emergency.

### 7.7.8 Pediatric Vision Services

The following services are covered once per year for members through the end of the month in which they reach age 19:

- a. One complete eye exam, including refraction
- b. Corrective lenses and frames (glasses) or contact lenses instead of eyeglasses
- c. Optional lenses and treatments include ultraviolet (UV) protective coating, scratch resistant coating, tinting, photosensitive lenses and polycarbonate lenses
- d. Low vision services, including evaluation and low vision aids (prior authorization required)

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

**Brand Substitution** Is a policy on how prescription medications are filled at the pharmacy. 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** is a list of all prescription medications and their coverage under the pharmacy prescription benefit. A prescription price check tool is available on the Member Dashboard under the pharmacy tab. This online formulary tool provides coverage information, treatment options and price estimates.

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

**Nonpreferred Tier Medications** means 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** are medications that may be purchased without a professional provider's prescription. Moda Health follows the federal designation of OTC medications to decide if an OTC medication is covered by the Plan.

**Preferred Tier Medications** means those medications, including specialty preferred medications, that 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 Medication List** means the Moda Health Prescription Medication List. The list is available on the Member Dashboard. It provides information about the coverage of commonly prescribed medications. It is not an all-inclusive list of covered products. Medications that are new to the market are subject to review and may have additional coverage limitations established by Moda Health.

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

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

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

**Select Tier Medications** include those generic medications that are safe and effective, and represent the most cost effective option within their therapeutic category. Certain brand medications that are both clinically favorable and cost effective are also included.

**Self-Administered Medications** are labeled by the FDA for self-administration. They can be safely administered by the member or the member's caregiver outside of a 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 medications often require special handling techniques, careful administration and a unique ordering process. Most specialty medications require prior authorization.

**Value Tier Medications** are those medications that 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 the Member Dashboard.

## **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. Meets generally accepted standards of medical practice
- c. Is proven to produce 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 the member's medical condition or its symptoms as an alternative service or therapy, 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 medications are FDA-approved and were furnished, prescribed or approved by a physician or other qualified provider does not in itself mean that they are 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, test strips, glucometers and continuous glucose monitors. Must have a valid prescription and use a preferred manufacturer
- d. Certain prescribed preventive medications required under the Affordable Care Act
- e. Medications for treating tobacco dependence, including OTC nicotine patches, gum or lozenges, with a valid prescription and from an in-network retail pharmacy are covered with no cost sharing as required under the Affordable Care Act
- f. Prescription contraceptive medications and devices for birth control (section 7.3.2) and medical conditions covered under the policy. Each contraceptive can be filled by the pharmacy up to a 3-month supply for the member's first use of the medication and up to a 12-month supply for subsequent fills. Contact Customer Service for information on how to obtain a 12-month supply.
- g. Certain immunizations and related administration fees are covered with no cost sharing at in-network 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 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.

The member or professional provider can request a medication that is not on the formulary through the Member Dashboard or by contacting Customer Service. Formulary exceptions 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 decided within 72 hours. Urgent requests are decided within 24 hours. This formulary exception process is not used for a medication or pharmacy charge that is not covered for other reasons, such as generic substitution, plan limitations or exclusions.

#### **7.8.4 90-Day Supply at Participating Retail Pharmacies**

Members may buy a 90-day supply from participating retail pharmacies at the mail order cost sharing. Not all medications are eligible for a 90-day supply. All standard benefit and administrative provisions apply. Search for participating pharmacies through the Member Dashboard. Participating pharmacies will say "3 months" under the Days Supply column in their details.

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

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

#### **7.8.6 Specialty Services & Pharmacy**

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

Most specialty medications must be prior authorized. If a member does not purchase specialty medications at the Moda-designated specialty pharmacy, the expense will not be covered. Some specialty prescriptions may have shorter day supply coverage limits. Some medications may be eligible for a 90-day supply. 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 the Member Dashboard or by contacting Customer Service.

### **7.8.7 Self-Administered Medication**

All self-administered medications are subject to the prescription medication requirements of section 7.8. Self-administered specialty medications are subject to the same requirements as other specialty medications (section 7.8.6).

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

### **7.8.8 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.

An exception will be made if the Step 1 medication has been determined to be ineffective, harmful, not tolerated by the member or not producing equivalent results. An exception may also be granted if the requested medication was tried for at least 90 days with a positive outcome and changing to the Step 1 medication is expected to cause harm or not produce equivalent results.

### **7.8.9 Limitations**

The following limitations apply:

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

- i. Emergency insulin refills and supplies are limited to the lesser of the smallest available package or a 30-day supply and are covered no more than 3 times per year.

#### **7.8.10 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 7.7.2
- b. **Foreign Medication Claims.** Medications purchased from non-U.S. mail order or online pharmacies or U.S. mail or online pharmacies acting as agents of non-U.S. pharmacies
- c. **Hair Growth Medications**
- d. **Immunization Agents for Travel.** Except as required under the Affordable Care Act
- e. **Institutional Medications.** To be taken by or administered to a member while they are a patient in a hospital, rest home, skilled nursing facility, extended care facility, nursing home or similar institution
- f. **Medication Administration.** A charge for administration or injection of a medication, except for certain immunizations or contraceptives at in-network pharmacies
- g. **Medications Covered Under Another Benefit.** Such as medications covered under home health, medical, etc.
- h. **Medications Not Approved by FDA.** Products not recognized or designated as FDA approved medications. This includes medications that are found to be less than effective by the FDA's Drug Efficacy Study Implementation (DESI) classifications.
- i. **Non-Covered Condition.** A medication prescribed for reasons other than to treat a covered medical condition
- j. **Nutritional Supplements and Medical Foods**
- k. **Off-label Use.** Medications prescribed for or used for non-FDA approved indications, unless approved by Oregon's Health Evidence Review Commission or Pharmacy Therapeutics and Review Committee.
- l. **Over the Counter (OTC) Medications** and certain prescription medications for which there is an OTC equivalent or alternative, except for contraceptives or those treating tobacco dependence
- m. **Repackaged Medications**
- n. **Replacement Medications and/or Supplies**
- o. **Vitamins and Minerals.** Except as required by law
- p. **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.

### **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 emergency medical condition

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

### **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 7.5.11 and 7.5.12).

### **Court Ordered Sex Offender Treatment**

### **Custodial Care**

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

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

Except 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****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 7.7.3

**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**

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

**Infertility**

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

**Inmates**

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

**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. These 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, and 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 7.7.2

**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, 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 pharmacy prescription medication or anticancer benefits (sections 7.8.7 and 7.4.2)

**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 that 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 their 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 handrails, 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**

Except virtual care visits as specifically provided for in sections 7.6.5 and 7.7.7

## **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 Ends**

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

### **Treatment Before Coverage Begins**

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.

### **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 for the convenience of a member or a provider
- e. Not the least costly of the alternative supplies or levels of service that can be safely provided to a member

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

**Vision Care**

Including eye exams, the fitting, provision or replacement of eyeglasses or contact lenses, and any charges for orthoptics, vitamin therapy, low vision therapy, eye exercises or fundus photography, except for pediatric vision services described in section 7.7.8 or 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 substances 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 policy: 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 add newly acquired or newly eligible dependents to the policy by submitting an application along with any required supporting documentation 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 such as getting treatment.

A subscriber's child who has a disability making them physically or mentally incapable of self-support is eligible for coverage even though they are over 26 years old. To avoid a break in coverage, submit a written statement from the child's physician to Moda Health at least 45 days before the child's 26<sup>th</sup> birthday certifying that the child has an ongoing disability that prevents them from engaging in self-sustaining employment. Moda Health may ask for additional information to confirm the child is eligible for this extended coverage. Such information may include tax and guardianship information. Periodic review by Moda Health will be required unless 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 the Member Dashboard 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 grace period after the premium due date.

- a. Premium payments, including the initial payment to start coverage, must be within 30 days of the due date
- b. Members who are enrolled in coverage with financial assistance in the form of tax credits will be allowed a 3 month grace period after the first premium has been paid in full within 30 days of the due date.

If payment is not received within the grace period, this policy will end after an advance notice (see section 9.3).

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 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 accepts 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 the premium for these services be at least \$1.00 per member per month, regardless of age or gender.

## **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 (for members whose coverage was paid with financial aid in the form of tax credits through the Marketplace, coverage ends on the last day of the first month of the grace period)
- 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 ends their 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 before cancellation of coverage.

## **SECTION 10. CLAIMS ADMINISTRATION & PAYMENT**

### **10.1 SUBMISSION & PAYMENT OF CLAIMS**

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

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

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

#### **10.1.1 Hospital & Professional Provider Claims**

A member who is hospitalized or visits a professional provider must present their 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 they wish 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, they should send a copy of the bill to Moda Health and include all of the following information:

- a. Patient's name
- b. Subscriber's name and 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 the Member Dashboard.

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

Out-of-country care is only covered for emergency 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 identification number
- b. Statement explaining where the member was and why they sought care
- c. Copy of the medical record (translated is preferred if available)
- d. Itemized bill for each date of service
- e. Proof of payment in the form of a credit card/bank statement or cancelled check

### **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 the Member Dashboard. 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) denying initial eligibility (this notice will come from the Marketplace) or from Moda Health 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. Network exclusion, annual benefit limit or other limitation on otherwise covered services
- d. Utilization review (described below)
- e. Limitations or exclusions described in Section 7 and Section 8, including a decision that an item or service is experimental or investigational or not medically necessary
- f. 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 their 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 had or about a decision by Moda Health or the Marketplace or an agent acting for Moda Health or the Marketplace, or a provider. It includes a request to resolve the problem or change the decision. Asking for information or clarification about the policy is not a complaint.

**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 risk 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 comments, documents, records and other information to support the appeal. A member may choose a person (representative) to act on their 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 an authorization to disclose protected health information allowing the IRO to see their medical records. This form will be included in Moda Health's response to the appeal, or contact Customer Service for a copy. It should be returned with the external review request. If the release is not returned within 5 days of Moda Health's receipt of the request, the external review will be delayed.
- b. The request for external review (including the Protected Health Information form) must be in writing to the Appeal's Department (see section 2.1) no more than 180 days after receipt of the final internal adverse benefit determination. If necessary, Customer Service can help with filing the request. 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. Recission of coverage (section 9.4)
- d. 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:	<a href="http://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx">dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx</a>
email:	<a href="mailto:dfr.InsuranceHelp@oregon.gov">dfr.InsuranceHelp@oregon.gov</a>

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, they become an out-of-network provider. When this happens, Moda Health may cover some services by the professional provider as if they 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 them 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 to care for patients because of other reasons
- e. The contract with the professional provider has ended for reasons related to quality of care and they have 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)**

Coordination of benefits applies when a member has healthcare coverage under more than one plan. If the member is covered by another plan or plans, the benefits under this Plan and the other plan(s) will be coordinated. This means one plan pays its full benefits first, and then any other plans pay. The order of benefit determination rules govern the order in which each plan will pay a claim for benefits. (For coordination with Medicare, see section 10.5)

#### **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 (e.g., an employee, member of an organization, primary insured or retiree), then that plan will determine its benefits before a plan that covers the member as a dependent. However, if the member is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the member as a dependent and primary to the plan covering the member as other than a dependent (e.g. a retired employee), then the order of benefits between the 2 plans is reversed.
- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married or 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 beginning after the plan is given notice of the court decree.
  - ii. If a court decree states that both parents are responsible for the healthcare expenses of the child, or that the parents have joint custody without specifying that one parent is responsible, the birthday rule described above applies.
  - iii. If there is not a court decree allocating responsibility for the child's healthcare expenses, the order of benefits is as follows: The plan covering the

- A. Custodial parent
- B. Spouse or domestic partner of the custodial parent
- C. Non-custodial parent
- D. Spouse or domestic partner of the non-custodial parent
- d. **Dependent Child Covered by Individual Other than Parent.** For a dependent child covered under more than one plan of persons who are not the parents of the child, the first applicable provision (b or c) above shall determine the order of benefits as if those persons were the parents of the child.
- e. **Dependent Child Covered by Parent and Spouse/Domestic Partner.** For a dependent child covered under the plans of both a parent and a spouse or domestic partner, the length of coverage provision below shall determine the order of benefits. If coverage under either or both parents' plans and the spouse's/domestic partner's plan began on the same day, the birthday rule will apply.
- f. **Active/Retired or Laid Off Employee.** The plan that covers a member as an active employee (i.e., one who is neither laid off nor retired) or as 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 if it had 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 are not more than 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 the rules 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 they 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 if there were no 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 if there were no 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 policy 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 way a pharmacy claim is paid by the primary payer will affect how Moda Health pays the claim as the secondary plan.

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

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

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

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

#### **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 trustee 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 follows these COB rules.

**Non-complying plan** is a plan that does not follow 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 instead of cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an allowable expense.

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 not followed the plan's requirements 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. If there is no court decree, it 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, except for those related to a motor vehicle accident (see section 10.4.2.5 for motor vehicle accident recovery). 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 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.

**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 their attorney, if any, to protect its recovery rights. The following rules apply to all recovery except for those related to motor vehicle accidents (see section 10.4.2.5 for motor vehicle recovery rights):

- 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 their 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 paid or payable to the member (including their legal representatives, estate or heirs, or any trust established for the purpose of paying

for the future income, care or medical expenses of the member), regardless of the characterization of the recovery, whether or not the member is made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. Moda Health's recovery rights will not be reduced due to the member's own negligence.

- e. If it is reasonable to expect that the member will 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.

#### **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.
  - 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 their representatives are obligated to notify Moda Health in advance of any claim (written or oral) and/or any lawsuit made against a third party seeking recovery of any damages from the third party, whether or not the member is seeking recovery of benefits paid by Moda Health from the third party.
- c. By accepting payment of benefits by 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 except for claims related to motor vehicle accidents (see section 10.4.2.5). 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.

#### **10.4.2.5 Motor Vehicle Accident Recovery**

If a claim for healthcare expenses arising out of a motor vehicle accident is filed with Moda Health and motor vehicle insurance has not yet paid, Moda Health will advance benefits. Moda Health retains the right to repayment of any benefits paid from the proceeds of any settlement, judgement or other payment received by the member that exceeds the amount that fully compensates the member for their motor vehicle accident related injuries,

If Moda Health requires the member or their 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.

The member shall do whatever is proper to secure, and may not prejudice, the rights of Moda Health under this section.

#### **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 they 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 it 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 that is actually paid under Medicare or would have been paid under Medicare Part B if the member had enrolled in Medicare when eligible. The Plan will estimate what Medicare would have paid and reduce its benefits based on the estimate. In addition, 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 before 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 855-425-4192.

### **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 they are 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 policy.

### **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 medical necessity criteria committee reviews information consisting of medical studies, national, regional or local clinical practice guidelines, and local and national carrier benefits to develop the criteria. The reviews are performed once a year, or more often if needed.

## SECTION 12. MEMBER DISCLOSURES

### 12.1 What are members' rights and responsibilities?

Members have the right to:

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

Members have the responsibility to:

- a. Read this policy and make sure they understand the policy. Members should call Customer Service if they have any questions.
- b. Select (and name with Moda Health) a PCP
- 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. Be on time for appointments, and call the office ahead of time if they will be late or need to cancel
- g. Get regular health checkups and preventive services
- h. Give their provider all the information needed for them to provide good healthcare
- i. Participate in making decisions about their medical care and forming a treatment plan
- j. Follow plans and instructions for care they have agreed to with their provider
- k. Use urgent and emergency services appropriately
- l. Show their medical identification card when seeking medical care
- m. Tell providers about any other insurance policies that may provide coverage
- n. Reimburse Moda Health from any third party payments they may receive
- o. Provide information Moda Health needs 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 they have 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 their PCP before 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 the Member Dashboard 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 their 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 policy, how can an appeal or complaint be filed?**

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

A member may also 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:	<a href="http://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx">dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx</a>
email:	<a href="mailto:dfr.InsuranceHelp@oregon.gov">dfr.InsuranceHelp@oregon.gov</a>

## **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 the Member Dashboard 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 by the Plan. Response to a provider request for prior authorization will be within 2 business days. If more information is needed, Moda Health will ask for it within 2 business days and will respond to the prior authorization request no more than 15 days after receiving it. Except in the case of fraud or misrepresentation, prior authorization for benefit coverage and medical necessity shall be binding if obtained no more than 60 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 provided 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 What are my rights under the Women's Health and Cancer Rights Act of 1998 (WHCRA)?**

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

#### **12.8 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

#### **12.9 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 advisory committees to allow participation in the development of corporate policies and to provide feedback. Members may obtain more information by contacting Moda Health.

#### **12.10 How can non-English speaking members get information about the policy?**

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

#### **12.11 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

## **12.12 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/help/complaints-licenses/Pages/file-complaint.aspx](http://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx)  
[dfr.InsuranceHelp@oregon.gov](mailto:dfr.InsuranceHelp@oregon.gov)

## **12.13 What is provider risk sharing?**

This plan includes risk sharing arrangements with some 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 more 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 (formerly called pervasive developmental 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 their 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 when performing services at an in-network facility and the member did not choose the provider or when otherwise prohibited by law. Balance billing is not a covered expense under the Plan.

**Behavioral Health Assessment** means an evaluation by a behavioral health provider, 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 1<sup>st</sup> and ending December 31<sup>st</sup>.

**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.

**Coordinated Specialty Program** means:

- a. Crisis and Transition Services (CATS) programs operating under contract with the Oregon Health Authority
- b. Early Assessment and Support Alliance (EASA) and Assertive Community Treatment (ACT) provided by Community Mental Health Programs
- c. Intensive Outpatient Services and Supports (IOSS)
- d. Intensive In-Home Behavioral Health Treatment (IBHT)

These programs provide multidisciplinary, team-based care to individuals with mental health conditions and their families. Programs must operate under a Certificate of Approval from the Oregon Health Authority to qualify.

**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, getting in and out of bed, preparation of special diets and supervision of medication that usually can be self-administered. It is care that can be provided by people without medical or paramedical skills.

**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.

**Disease Management Program for Pain** means a holistic, organized course of treatment to help individuals manage chronic pain. Programs incorporate assessment, education, movement therapy and mindfulness training to change the experience of pain and help individuals with chronic pain improve their functioning.

**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 1<sup>st</sup> of the following month after an application is received by Moda Health. 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 1<sup>st</sup> 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 would place the health of a member, or a fetus in the case of a pregnant member, in serious jeopardy without immediate medical attention.

**Emergency Medical Screening Examination** means the medical history, examination (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 emergency services transport as well as 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 further medical examination and treatment required to stabilize a member and within the capabilities of the staff and facilities available at the hospital, are included.

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

**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 their relative, and means information about genetic tests, a request for or receipt of genetic services, or participation in clinical research that includes genetic services. It also includes a disease or disorder in a member's relative.

**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 substance use disorder 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. Substance use disorder 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 either 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 percentage of the allowable amount established by the Oregon Health Authority, 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, out-of-network air ambulance, or out-of-network services in an in-network facility where the member is not able to choose the provider

is based on the median in-network rate. Otherwise, the MPA is the amount determined by state guidelines.

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) except when balance billing is prohibited by law.

**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 about 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 Exclusive Provider Organizations (EPOs), 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 rest 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 substance use disorder facility providing no less than 4 hours of direct, structured treatment services per day. Substance use disorder 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 before the date of service. A complete list of services and medications that require prior authorization is available on the Member Dashboard or by contacting Customer Service. 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 substance use disorder. 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 full-time caregivers relief from 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.

**Substance Use Disorder** 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. Substance use disorder does not mean an addiction to or dependency upon foods, tobacco or tobacco products.

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

**Urgent Care Facility** is an outpatient facility or clinic that uses the CMS place of service code in their claim billing to specify the services were performed in an urgent care facility. It is a location distinct from a hospital emergency room, an office or a clinic. Its purpose is to diagnose and treat illness or injury for unscheduled ambulatory patients seeking immediate medical attention. Most walk-in clinics and immediate care facilities do not bill with the place of service code that is designated for urgent care facilities.

**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.

## **SECTION 14. VALUE-ADDED SERVICES & DISCOUNTS**

Membership with Moda Health includes additional services, programs and tools to support members' physical, mental and emotional health. Members who use these programs may receive savings on an item or service that is covered by the Plan. These resources are not part of the Plan, and they are not insurance. Members can access these extras through their Member Dashboard.

Access to these services ends when coverage under the Plan ends. Moda Health may also discontinue these services for all members. The subscriber will be notified 30 days before these services are discontinued.

### **14.1 GYM MEMBERSHIP THROUGH ACTIVE&FIT DIRECT**

The Active&Fit Direct program through American Specialty Health Fitness, Inc., a subsidiary of American Specialty Health Incorporated (ASH), offers membership at a fitness center or exercise studio, including:

- a. Access to over 16,000 fitness studios and fitness centers nationwide
- b. The option to change membership to a different fitness studio or fitness center at any time
- c. Access to over 4,000 digital workout videos and a library of digital resources and classes

To participate in the Active&Fit Direct program, the member is responsible for:

- a. A one-time enrollment fee of \$25 (plus applicable taxes based on the member's location). This is a one-time fee as long as the member continues their enrollment.
- b. A monthly membership fee of \$25 (plus applicable taxes based on the member's location)

ASH reserves the right to modify any aspect of the program (including, without limitation, the enrollment fee or monthly membership fee). If a fee is modified, ASH will provide members notice at least 30 days prior to the effective date of the change. Fitness centers, available amenities, and classes vary by location. Any non-standard services that typically require an additional fee are not included and not all fitness studios or fitness centers participate in the Active&Fit Direct program. The list of participating fitness centers is available on the Active&Fit website accessible through the Member Dashboard.

The Active&Fit Direct program is only available to members who are able to access the program through their Member Dashboard at [www.modahealth.com](http://www.modahealth.com) or call Customer Service at 888-393-2940.

### **14.2 WELLNESS PRODUCTS AND SERVICES**

Members have access to the following health and wellness services through ChooseHealthy:

- a. Discounts of up to 55% or more on popular health and fitness brands
- b. Savings of up to 25% on services from specialty health practitioners including acupuncture, chiropractic and therapeutic massage

- c. Access to no-cost online health classes

The ChooseHealthy program, provided by ChooseHealthy, Inc., a subsidiary of American Specialty Health Incorporated (ASH), is available at no additional cost to members. The ChooseHealthy program is only available to members who are able to access the program through their Member Dashboard at [www.modahealth.com](http://www.modahealth.com) or call Customer Service at 888-393-2940.

### **14.3 TRAVEL ASSISTANCE SERVICES**

Members have access to some travel assistance services through Assist America. These services include, but are not limited to:

- a. Medical consultation, evaluation and referral
- b. Foreign hospital admission assistance
- c. Emergency medical evacuation
- d. Arrangements for the member to be transported home or to a rehabilitation facility upon being discharged from the hospital.
- e. Care of minor children left unattended as a result of medical emergency

These travel assistance services are automatically available when members enroll in this plan. Members do not have to accept or decline the services. Also, there is no additional cost for members to use the services.

Members can use the services while traveling more than 100 miles from their permanent home or outside of the United States. Services will not be provided for trips exceeding 90 days from the member's legal residence.

To activate these services, members can call Assist America at 800-872-1414, or reach Assist America by email at [atmedservices@assistamerica.com](mailto:atmedservices@assistamerica.com).

### **14.4 FITBIT PERSONALIZED WELLNESS PROGRAM**

Members have access to the following through the Fitbit wellness program:

- a. Discounts on select Fitbit devices
- b. 1:1 personalized support from a certified health coach
- c. Access to thousands of workouts
- d. Fitness challenges
- e. Guided, customizable health programs
- f. Personalized information to improve health
- g. Advanced sleep tools

Access to the Fitbit program is automatically available when members enroll in the Plan. Members do not have to accept or decline the services. There is no additional cost for members to use the services. Members may connect to the program at [modahealth.com/fitbitcareMH](http://modahealth.com/fitbitcareMH) or via the Fitbit mobile app on the device.

## **14.5 INDIVIDUAL ASSISTANCE PROGRAM**

Members have access to three counseling session per incident through the Individual Assistance Program provided via Canopy for:

- a. Marital conflict
- b. Conflict at work
- c. Depression or anxiety
- d. Stress management
- e. Family relationships
- f. Alcohol or drug abuse
- g. Grieving a loss
- h. Career development

Members are also eligible for a phone-based financial coaching for 30 days and a 30-minute consultation session (up to 3 in a year) for a separate legal/mediation matter. These services are free to members and members can call 800-926-9231 to start the program.

## **14.6 CHRONIC KIDNEY DISEASE MANAGEMENT**

Qualified members have access to comprehensive support for chronic kidney disease and end-stage renal disease (ESRD) through Strive Health, including:

- a. Access to direct care centers offering disease management and education
- b. Phone and virtual visits, including 24 hour access for questions and emergencies
- c. Support for members in their home or residence through wellness checks, disease management, and education
- d. Transition planning and support, facility navigation and renal replacement therapy

The services through Strive Health are automatically available when members enroll in the Plan. Members with chronic kidney disease will receive an invitation to participate in the program. The contact info is included in the invitation or they can call Strive Health at 503-664-9111. There is no additional cost for members to use the services.

## **14.7 DIABETES MANAGEMENT PROGRAM**

Qualified members have access to the diabetes management program via Livongo to manage diabetes. There is no cost to members for the following:

- a. A connected glucose meter, strips, lancing device and lancets
- b. Monitoring blood glucose readings
- c. Coaching on nutrition and lifestyle questions

The services through Livongo are automatically available when members enroll in the Plan. Members may contact Livongo at 800-945-4355 for enrollment questions. There is no additional cost for members to use the services.

## **14.8      PRESCRIPTION SAVINGS PROGRAM**

The benefits below are available to members being prescribed specific medications for diabetes and cardiovascular conditions and are offered to encourage members to timely refill their prescriptions. Members will receive an invitation with instructions on how to enroll or disenroll.

Members can receive cost sharing discounts on the qualifying medications through Sempre Health, when they refill their medications as prescribed. Members will also receive alerts when it is time to refill prescriptions and qualify to receive increased cost sharing discounts when they refill their prescriptions on time.

Access to the discounts available through Sempre Health are automatically available when members enroll in the Plan. Members will receive an enrollment invitation if they are being prescribed qualifying medications. There is no additional cost for members to use the services. Members can contact Sempre Health at 855-910-0555 for questions.

# Nondiscrimination notice

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

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

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

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

888-217-2363 (TDD/TTY 711)

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

**Please mail or fax it to:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

અગત્યનું: જો તમે (ભાષાંતર કરેલ ભાષા  
અહીં દર્શાવો) બોલો છો તો તે ભાષામાં તમારે  
માટે વિના મૂલ્યે સહાય ઉપલબ્ધ છે. 1-877-  
605-3229 (TTY: 711) પર કોલ કરો.

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

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

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

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

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

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

โปรดทราบ: หากคุณพูดภาษาไทย คุณ  
สามารถใช้บริการช่วยเหลือด้านภาษา  
ได้ฟรี โทร 1-877-605-3229 (TTY: 711)

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

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

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



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

P.O. Box 40384  
Portland, OR 97240