



# Alaska Individual Policy

Moda Pioneer Silver 4500 CSV0 Plan  
(\$4,500 Deductible Plan)

The subscriber may return this policy to Moda 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 will hold the position as if no policy has been issued.

Health Plans in Alaska provided by Moda Assurance Company  
Delta Dental is a trademark of Delta Dental Plans Association



*Delta Dental of Oregon & Alaska*

This policy is authorized by the signature of Moda's representative.

A handwritten signature in black ink, appearing to read "Scott Loftin".

Scott Loftin  
Senior Vice President

Moda renews this individual plan on January 1<sup>st</sup> each year, including benefit and rate adjustments. Rates may also change when the family composition changes, with new rates effective the 1<sup>st</sup> 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 Assurance Company, part of Moda Partners, Inc. is pleased to provide individual health coverage to members through the Individual Silver 4500 Plan. This policy is designed to provide members with important information about the Plan's benefits, limitations and procedures.

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

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

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 website. All provisions are governed by this policy between the subscriber and Moda.

### **IMPORTANT NOTE: CHILD ONLY COVERAGE**

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

## **SECTION 2. MEMBER RESOURCES**

### **2.1 CONTACT INFORMATION**

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

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

Includes many helpful features, such as:

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

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

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

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

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

Toll-free 844-274-9117

En Español 888-786-7461

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

Toll-free 888-217-2373

#### **Dental Customer Service Department**

Toll-free 844-235-8014

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

Toll-free 877-277-7281

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

TruHearing

Toll-free 866-202-2178

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

Toll-free 844-235-8016

#### **Vision Care Services Customer Service Department**

Toll-free 800-877-7195

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

711

#### **Moda**

P.O. Box 40384

Portland, Oregon 97240

#### **Health Insurance Marketplace**

[www.healthcare.gov](http://www.healthcare.gov) or 1-800-318-2596

En Español - [www.cuidadodesalud.gov](http://www.cuidadodesalud.gov) or 1-800-318-2596



## **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 for replacement of a lost ID card.

## **2.3 NETWORKS AND TIER 2 PROVIDERS**

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

### **Medical networks**

Tier 1 Pioneer

Tier 2 First Choice in Alaska

### **Dental network**

Delta Dental Premier

### **Pharmacy network**

Navitus

### **Travel network**

First Health

### **Vision network**

VSP

## **2.4 CARE COORDINATION**

### **2.4.1 Care Coordination**

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

The Plan will coordinate access to a wide range of services spanning all levels of care depending on the member's needs, including medical travel support to an Oregon preferred provider (see 7.7.4). Having a nurse or behavioral health clinician available to coordinate these services ensures improved delivery of healthcare services to members and their professional providers.

### **2.4.2 Disease Management**

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

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

Contact Disease Management and Health Coaching for more information.

### **2.4.3 Behavioral Health**

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

## **2.5 OTHER RESOURCES**

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

## SECTION 3. SCHEDULE OF BENEFITS

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

**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.

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.

This plan has no deductible or out-of-pocket maximum. Covered services are paid at 100% of the maximum plan allowance (no cost to the member). For services provided at Tier 3, members may be responsible for any amount in excess of the maximum plan allowance. See Section 4 and Section 5 for more information.

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

Services	Details	Section in Handbook
<b>Urgent &amp; Emergency Care</b>		
Ambulance Transportation		Section 7.2.1
Commercial Transportation	One-way for sudden, life-endangering medical condition	Section 7.2.2
Emergency Room Facility		Section 7.2 and 7.2.4
Urgent Care Office Visits		Section 7.2.5
Medical Transportation	2 round-trip tickets per year	Section 7.2.3
<b>Preventive Services</b>		
Services as required under the Affordable Care Act, including the following:	See section for frequency and age limitations	Section 7.3
Colonoscopy	One per 10 years, age 50+	Section 7.3.1
Hearing Screening	Initial screening within 30 days of birth Additional tests up to age 24 months	Section 7.3.4
Immunizations		Section 7.3.3
Mammogram	One age 35 - 40 One per year, age 40+	Section 7.3.8
Preventive Health Exams	3 exams age 2 - 4 One per year, age 5+	Section 7.3.5
Well-Baby Exams	First 24 months of life	Section 7.3.7

Services	Details	Section in Handbook
Women’s Exam & Pap Test	One per year	Section 7.3.8
Vision Screening	Age 3-5	Section 7.3.4
Other Preventive Services including:		
Diagnostic X-ray & Lab		Section 7.4.12
Prostate Rectal Exam	One per year, age 40+	Section 7.3.6
Prostate Specific Antigen (PSA) Test		
Outpatient Services		
Acupuncture	24 visits per year	Section 7.4.1
Anticancer Medication		Section 7.4.2
Applied Behavior Analysis		Section 7.4.3
Biofeedback	10 visit lifetime maximum	Section 7.4.4
Chemical Dependency Services		Section 7.4.5
Dental Care	Under age 19 Frequency limits apply to some services	Section 7.4.8
Diagnostic & Preventive		
Minor restorative services		
Other dental services		
Orthodontia	When medically necessary	
Dental Injury		Section 7.4.9
Diabetes Services	Supplies covered under DME and Pharmacy benefits	Section 7.4.11
Diagnostic Procedures, including x-ray & lab		Section 7.4.12
Infusion Therapy (Home or Outpatient)		Section 7.4.15
Kidney Dialysis		Section 7.4.16
Massage Therapy	24 visits per year	Section 7.4.17
Mental Health Services		Section 7.4.19
Nutritional Therapy		Section 7.4.20
Office and Home Visits	See also Virtual Care Visits under Other Services	Section 7.4.21
Psychological or Neuropsychological Testing	12 hours per year	Section 7.4.24

Services	Details	Section in Handbook
Rehabilitation & Habilitation	45 sessions per year Limits apply separately to rehabilitation and habilitation services	Section 7.4.25
Spinal Manipulation	24 visits per year	Section 7.4.26
Surgery & Invasive Diagnostic Procedures		Section 7.4.27
Therapeutic Injections		Section 7.4.28
Therapeutic Radiology		Section 7.4.29
Inpatient & Residential Facility Care		
Chemical Dependency Detoxification		Section 7.5.1
Diagnostic Procedures, including x-ray and lab		Section 7.4.12
Hospital Physician Visits		Section 7.5.4
Inpatient Care		Section 7.5.3
Rehabilitation	30 days per year	Section 7.5.7
Residential Mental Health & Chemical Dependency Treatment Programs		Section 7.5.8
Skilled Nursing Facility Care	60 days per year	Section 7.5.9
Surgery		Section 7.5.10
Transplant	Includes donor costs Must use authorized transplant facility	Section 7.5.13
Travel, Lodging & Meals	\$7,500 per transplant	
Maternity Services		
Breastfeeding Support, Supplies & Counseling		Section 7.6.2
Maternity		Section 7.6
Other Services		
Durable Medical Equipment, Supplies & Appliances	Limits apply to some DME, supplies, appliances	Section 7.7.1
Home Healthcare	130 visits per year	Section 7.7.2
Hospice Care		Section 7.7.3
Home Care		
Inpatient Care	10 days	
Respite Care	240 hours	
Virtual Care Visits		Section 7.7.6

Services	Details	Section in Handbook
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 90-day supply	
Mail Order Pharmacy	Up to 90-day supply Must use a Moda-designated mail order pharmacy	
Specialty Pharmacy	Up to 30-day supply for most medications Must use a Moda-designated specialty pharmacy	
Anticancer Medication	Must use Moda-designated mail order and specialty pharmacies	Section 7.4.2
Vision Care		
Pediatric Vision Care	Under age 19	Section 7.9.1
Exam	One per year	
Lenses & frames or contacts	One pair per year Frames from the Otis & Piper collection only	
Low vision evaluation	One every year	
Low vision services	4 visits every 5 years for follow up care	
Low vision aids	One low vision aid per year and one pair of high power spectacles per year	
Adult Vision Services	Age 19+	Section 7.9.2
Well-vision exam	One per year	
Lenses & frames	One pair lenses per year and one pair frames every 2 years Tier 1 and Tier 2 up to \$130 maximum	
Contacts (elective) including contact lens exam	Once per year, in lieu of frames and lenses Tier 1 and Tier 2 up to \$130 maximum	
Contacts (medically necessary) including contact lens exam	In lieu of frames and lenses	
Low vision testing	Low vision tests twice every 2 years	
Low vision aids	Tier 1 and 2 up to \$1,000 maximum every 2 years for all services, testing and aids.	
Hearing Coverage		
Hearing exam, hearing testing & hardware	Ear examination once per 2 years. Other services, including hearing exams, once in a 3-year period. Hearing aids subject to a \$3,000 maximum every 3 years	Section 7.10

## **SECTION 4. PAYMENT**

### **4.1 PAYMENT**

Expenses allowed by Moda are based upon the maximum plan allowance (MPA), which is a contracted fee for Tier 1 and Tier 2 providers. For Tier 3 providers the MPA is an amount established, reviewed, and updated by a national database (see Section 13). Using a Tier 3 provider may result in balance billing.

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

### **4.2 EXTRA-CONTRACTUAL SERVICES**

Extra-contractual services are services or supplies that are not otherwise covered, but which Moda believes to be medically necessary, cost effective and beneficial for quality of care. Moda 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, extra-contractual services will be covered when agreed upon by a member and his or her professional provider and Moda. 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 or limitations under the Plan.

## SECTION 5. NETWORK INFORMATION

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

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

### 5.1 GENERAL NETWORK INFORMATION

#### 5.1.1 Primary Network; Primary Service Area

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

#### Networks

For all members:

- a. Medical network is Pioneer network in Municipality of Anchorage, Fairbanks North Star, Kenai Peninsula, Ketchikan Gateway and Matanuska-Susitna boroughs and Prince of Wales-Hyder Census Area. The Plan also provides supplemental network coverage through First Choice network in Alaska:
  1. Pioneer network (Tier 1): Tier 1 preferred medical providers and facilities and select specialists from First Choice network
  2. First Choice network (Tier 2): First Choice providers in Alaska
- b. Pharmacy network is Navitus
- c. Vision network is VSP
- d. Dental network
  1. Tier 1: Delta Dental Premier
  2. Tier 2: Delta Dental Premier

When there is no reasonable access within 50 miles from the member's residence to a Tier 1 provider, a member can receive services from a Tier 2 provider in Municipality of Anchorage, Fairbanks North Star, Kenai Peninsula, Ketchikan Gateway and Matanuska-Susitna boroughs and Prince of Wales-Hyder Census Area at the Tier 1 level. If there is a Tier 1 provider available within 50 miles, the services will be paid at the Tier 2 benefit level.



### **5.1.2 Travel Network**

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

#### **Travel Network**

First Health

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

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

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

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

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

- a. Emergency services
- b. Coverage through the travel network
- c. Coverage through medical travel support (see section 7.7.4)
- d. Coverage through out-of-state contracted providers
- e. Medically necessary non-emergency services that are prior authorized by Moda

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

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

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

## **5.2 USING FIND CARE**

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

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

### **5.2.1 Primary Care Providers**

To find a PCP:

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

The search will bring up a list of PCPs.

### **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 Tier 1 DME providers.

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

## **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 may encourage members to use a preferred treatment center or provider. Services requiring prior authorization are evaluated using evidence based criteria that align with medical literature, best practice clinical guidelines and guidance from the FDA. Moda will authorize medically necessary services, supplies or medications based upon the member's medical condition.

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 for prior authorization. Authorization for emergency hospital admissions must be obtained by calling Moda within 48 hours of the hospital admission (or as soon as reasonably possible). The hospital, professional provider, and member are notified of the outcome of the authorization process by letter.

### **6.1 PRIOR AUTHORIZATION REQUIREMENTS**

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

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

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

#### **6.1.1 Services Requiring Prior Authorization**

Many services within the following categories may require prior authorization.

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

A full list of services and supplies requiring prior authorization is on the Moda website. This list is updated periodically, and members should ask their provider to check to see if a service or supply requires authorization. A member may obtain authorization information by contacting Customer Service. For mental health or chemical dependency services, contact Behavioral Health Customer Service.

### **6.1.2 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 authorization may be specific to a certain provider. For some treatments, travel expenses may be covered.

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

### **6.1.3 Second Opinion**

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

## **SECTION 7. BENEFIT DESCRIPTION**

The Plan covers services and supplies listed when medically necessary for diagnosis and/or treatment of a medical condition, as well as certain preventive services. The details of the different types of benefits and the conditions, limitations and exclusions are described in the sections that follow. An explanation of important terms is found in Section 13.

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

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

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

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

- a. Is eligible to be covered according to the eligibility provisions of this policy
- b. Has applied for coverage and has been accepted
- c. Has paid his or her premiums on time for the current month

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

If a member is a hospital inpatient on the day the policy is terminated, Moda will continue to pay claims for covered services for that hospitalization until the member is discharged from the hospital or until inpatient care is no longer medically necessary, whichever comes first. In order for inpatient benefits to be extended, the policy cannot end due to fraud or an intentional misrepresentation of material fact and the member must have been enrolled on the Plan for more than 31 days and not have other health coverage that would have provided benefits if coverage under the Plan did not exist.

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

Care received outside of the United States is only covered for an urgent or emergency medical condition. Emergency services will be paid at the Tier 1 benefit level. Information on how members can submit a claim when the provider does not submit a claim form on their behalf is found in section 10.1.

#### **7.2.1 Ambulance Transportation**

Licensed surface (ground or water) and air ambulance are covered for medically necessary transport to the nearest facility that has the capability to provide the necessary treatment. Medically necessary services and supplies provided by the ambulance are also covered. This

benefit only covers the member that requires transportation. Tier 3 providers may bill members for charges in excess of the maximum plan allowance.

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

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

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

### **7.2.3 Medical Transportation**

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

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

This benefit covers travel for:

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

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

### **7.2.4 Emergency Room Care**

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

Medically necessary emergency room care is covered. The emergency room benefit applies to services billed by the facility. 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.

All claims for emergency services (as defined in Section 13) will be paid at the Tier 1 benefit level. Tier 3 providers may bill members for charges in excess of the maximum plan allowance. Using a Tier 1 or Tier 2 emergency room does not guarantee that all providers working in the emergency room and/or hospital are also Tier 1 or Tier 2 providers.

Prior authorization is not required for emergency medical screening exams or treatment to stabilize an emergency medical condition, whether Tier 1, Tier 2 or Tier 3.

If a member's condition requires hospitalization in a Tier 3 facility or a facility outside of Alaska, the attending physician and Moda's medical director will monitor the condition and determine when the transfer to a Tier 1 facility can be made. The Plan does not provide the Tier 1 benefit level for care beyond the date it is determined the member can be safely transferred.

The Tier 1 benefit level is not available if a member goes to a Tier 3 hospital or a hospital outside of Alaska for care other than emergency medical care. The following are examples of services that are not emergency medical conditions and members should not go to an emergency room for such services:

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

### **7.2.5 Urgent Care**

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

## **7.3 PREVENTIVE SERVICES**

As required under the Affordable Care Act (ACA), certain services will be covered at no cost to the member when performed by a Tier 1 provider. Tier 2 preventive services are also covered at no cost sharing. For services provided at Tier 3, members may be responsible for any amount in excess of the maximum plan allowance. Moda may use reasonable medical management techniques to determine the most medically appropriate cost effective option that is covered at no cost, as permitted by the ACA. This means that some services listed in section 7.3 below may be subject to member cost sharing:

- a. Evidence-based services rated A or B by the United States Preventive Services Taskforce
- b. Immunizations recommended by the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention (ACIP)
- c. Preventive care and screenings recommended by the Health Resources and Services Administration (HRSA) for infants, children 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/))

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

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

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

Some frequently used preventive healthcare services covered by the Plan are:

### **7.3.1 Colorectal Cancer Screening**

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

- i. One colonoscopy, including polyp removal, and pre-surgical exam or consultation every 10 years
- ii. One fecal DNA test every 3 years
- iii. One flexible sigmoidoscopy and pre-surgical exam or consultation every 5 years
- iv. One double contrast barium enema every 5 years
- v. One CT colonography (virtual colonoscopy) every 5 years
- vi. One take-home package for fecal occult blood test or fecal immunochemical test every year

Anesthesia that is determined to be medically necessary by the attending provider to perform the above preventive services is covered under the preventive benefit. If the anesthesia is determined not medically necessary by the attending provider, it is not covered.

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

### **7.3.2 Contraception**

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

### **7.3.3 Immunizations**

The Plan covers routine immunizations 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, or required by the state, including:

- a. An initial newborn or infant hearing screening performed by a professional provider within 30 days after the child's birth. If the initial screening determines that the child may



have a hearing impairment, additional diagnostic hearing tests up to age 24 months are covered.

- b. Routine vision screening to detect amblyopia, strabismus and defects in visual sharpness in children age 3 to 5.
- c. Developmental and behavioral health screenings.

### **7.3.5 Preventive Health Exams**

Covered according to the following schedule:

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

A preventive exam is a scheduled medical evaluation of an individual 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**

For men age 40 and over, the Plan covers one rectal examination and one PSA test every year. The Plan also covers one rectal examination and one PSA test every year for men between the ages of 35 and 40 who are African-American or have a family history of prostate cancer.

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

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

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

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

One preventive women's healthcare visit per year, including pelvic and breast exams and a Pap test. 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 6.1.1). All services must be medically necessary.

#### **7.4.1 Acupuncture**

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

#### **7.4.2 Anticancer Medication**

Prescribed anticancer medications, including oral, intravenous (IV) or injected medications, are covered. Most anticancer medications may require prior authorization and be subject to specific benefit limitations. Specialty anticancer medications require delivery by a Moda-designated specialty pharmacy (see section 7.8.5). 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 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 Social and Health Services, other than employee benefit plans offered by the department

#### **7.4.4 Biofeedback**

Covered expenses are limited to treatment of tension or migraine headaches. Covered visits are subject to a lifetime limit.

#### **7.4.5 Chemical Dependency Services**

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

#### **7.4.6 Clinical Trials**

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

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

The following costs are covered:

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

The Plan does not cover:

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

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

#### **7.4.7 Cochlear Implants**

Cochlear implants are covered when medically necessary and prior authorized.

#### **7.4.8 Pediatric Dental Care**

Dental care is covered for members through the end of the month in which they reach age 19, including:

- a. Diagnostic
  - i. Diagnostic exams (including problem focused comprehensive examinations) once in any 6 month period
  - ii. Limited examinations or re-evaluations twice in any benefit year
  - iii. Full series or panoramic X-rays once in any 5 year period
  - iv. Periapical X-rays not included in the full series for diagnosis
  - v. Supplementary bitewing X-rays once in any 6 month period
  - vi. An occlusal intraoral X-ray once in any 2 year period
  - vii. Cephalometric films
  - viii. Diagnostic casts other than those under the orthodontic benefits
  - ix. Oral and facial photographic images on a case-by-case basis
  - x. Interpretation of a diagnostic image by a dentist not associated with the capture of the image

Other diagnostic services not mentioned in this section are not covered such as TMJ films, cone beam CT, viral culture, caries test, stains, immunofluorescence, nutritional or tobacco

cessation counseling, oral hygiene instruction, removal of fixed space maintainers and duplication and interpretation of records.

- b. Preventive
  - i. Prophylaxis once in any 6 month period (may be eligible for additional cleanings if pregnant or diabetic). Adult prophylaxis for members age 12 and over, child prophylaxis for members under age 12
  - ii. Topical fluoride treatment once in any 6 month period
  - iii. Interim caries arresting medicament application twice per tooth per year
  - iv. Sealant once in any 3 year period on unrestored occlusal surfaces of permanent molars
  - v. Space maintainers, including re-cementation
- c. Minor Restorative Services
  - i. Amalgam and composite fillings for the treatment of decay
  - ii. Re-cementation of inlays or crowns
  - iii. Prefabricated stainless steel crowns for under age 15 one per tooth in any 5 year period
  - iv. Protective restoration and pin retention per tooth
  - v. Prefabricated porcelain/ceramic crown for a primary tooth once in any 5 year period
- d. Endodontic
  - i. Therapeutic pulpotomy. A separate charge for pulp removal done with a root canal or root repair is not covered.
  - ii. Partial pulpotomy for apexogenesis on permanent teeth. A separate charge for pulp removal done with a root canal or root repair is not covered.
  - iii. Pulpal therapy (resorbable filling) for primary incisor teeth up to age 6 and for primary molars and cuspids up to age 11 once per tooth per lifetime
  - iv. Root canal therapy
  - v. Retreatment of previous root canal therapy (at least 2 years after original root canal therapy)
  - vi. Apexification or recalcification
  - vii. Pulpal regeneration
  - viii. Apicoectomy and periradicular surgery
  - ix. Root amputation
  - x. Hemisection

Other endodontic services not mentioned in this section are not covered such as endodontic implant, intentional replantation, canal preparation, a separate charge for pulp capping and the subsequent retrograde filling by the same dentist within a 2-year period of an initial retrograde filling.
- e. Periodontic
  - i. Periodontal scaling and root planing once per quadrant in any 2 year period
  - ii. Periodontal maintenance limited to 4 in any 12 month period combined with prophylaxis
  - iii. Bone replacement grafts are covered once per quadrant in any 3-year period.
  - iv. Full mouth debridement limited to once in any 2 year period
  - v. Gingivectomy or gingivoplasty
  - vi. Gingival flap procedure
  - vii. Clinical crown lengthening

- viii. Osseous surgery
- ix. Pedicle soft tissue graft
- x. Free soft tissue graft procedure (including donor site surgery)
- xi. Subepithelial connective tissue graft procedures (including donor site surgery)
- xii. Collection and application of autologous blood concentrate product once in any 3-year period when dentally necessary

Other periodontic services not mentioned in this section are not covered such as TMJ appliance and therapy, anatomical crown exposure and extra coronal splinting.

- f. Oral Surgery
  - i. Extractions (including surgical)
  - ii. Coronectomy – intentional partial tooth removal
  - iii. Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
  - iv. Alveoloplasty
  - v. Removal of exostosis
  - vi. Incision and drainage of abscess
  - vii. Suture of recent small wounds up to 5 cm
  - viii. Excision of pericoronal gingiva
  - ix. Treatment of post-surgical complications

Other oral surgery services not mentioned in this section are not covered such as treatment of closed fractures and separate charges for post-operative care done within 30 days following an oral surgery (with the exception of treatment of post-surgical complications listed above). Post-operative care is included in the charge for the original surgery.

- g. Major Restorative Services
  - i. Inlays are limited to the benefit for a filling
  - ii. Onlays and crowns once per tooth in any 5 year period
  - iii. Crown buildup once per tooth in any 5 year period
  - iv. Core buildup, including pins, on permanent teeth in conjunction with a crown
  - v. Prefabricated post and core once per tooth in any 5 year period
  - vi. Crown repair on a case by case basis

Other restorative services not mentioned in this section are not covered such as gold foil, provisional crown, post removal, and temporary crown.

- h. Prosthodontic
  - i. Complete or partial dentures once per tooth site in any 5 year period
  - ii. Dental implants when determined dentally necessary, at least 5 years after last cast restoration. If dental implants are not covered, the implant crown, bridge, denture or partial denture are covered subject to the Major Restorative or Prosthodontic benefit limits
  - iii. Adjustment, repair, recementation or replacement of broken tooth for the denture
  - iv. Re-cement or re-bond of an implant or abutment supported crown or fixed partial denture once in any 12-month period
  - v. Rebase and reline once in any 3 year period (at least 6 months after the initial installation)
  - vi. Tissue conditioning
  - vii. Surgical stent in conjunction with a covered surgical procedure

Other prosthodontic services not mentioned in this section are not covered such as complete or partial interim dentures, precision attachment, provisional or interim pontic, stress breaker and connector bar.

i. **Orthodontia**

Orthodontia is covered only when medically necessary. The diagnosis and treatment for repair of disabling malocclusion or cleft palate and severe craniofacial defects impacting function of speech, swallowing and chewing are covered. Other orthodontic services not mentioned in this section are not covered.

At the initial placement, the Plan pays 25% of the covered expense for the appliance and the balance will be paid in equal monthly payments over the estimated length of treatment. The Plan's obligation to make payments for treatment will end when treatment stops for any reason prior to completion, or upon termination of eligibility.

Repair of damaged orthodontic appliances, replacement of lost or missing appliance and services to alter vertical dimension and to restore or maintain the occlusion (e.g., equilibration, periodontal splinting, full mouth rehabilitation and restoration for misalignment of teeth) are not covered.

j. **Other Services**

- i. Palliative treatment of dental pain
- ii. General anesthesia and analgesia
- iii. Therapeutic drug injection

Other services not mentioned in this section are not covered such as behavior management, teledentistry (included in the fees for overall patient management and is not covered as a separate benefit), translation or sign language service (included in the fees for overall patient management and is not covered as a separate benefit) and maxillofacial prosthetics (with the exception of surgical stent mentioned above in section 7.4.8(h)(vi)).

**7.4.9 Dental Injury**

Dental services for members age 19 and up 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 must begin within 12 months of the date of injury
- d. Treatment is medically necessary and is provided by a physician or dentist while the member is 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.

#### **7.4.10 Dental Procedures, Facility Charges**

General anesthesia services and related facility charges are covered for a dental procedure performed in a hospital or ambulatory (outpatient) surgical center if medically necessary for members who are:

- a. Under age 7
- b. Physically or developmentally disabled
- c. With a medical condition that would place the member at undue risk if the dental procedure were performed in a dental office

Services must be prior authorized.

#### **7.4.11 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). Pumps and other supplies may also be covered under the DME benefit (Section 7.7.1) when billed by a doctor. Members may have more cost savings when using the Pharmacy benefits.

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
- d. Outpatient self management training or education
- e. Medical nutrition therapy when prescribed by a professional provider for the treatment of diabetes

#### **7.4.12 Diagnostic Procedures**

The Plan covers diagnostic x-rays and laboratory tests related to treatment of a medical condition. Some of these procedures may need to be prior authorized.

The Plan covers all standard imaging procedures related to treatment of a medical condition. Most advanced imaging services require prior authorization (see section 6.1.1), including radiology (such as MR procedures (including 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 website or by contacting Customer Service.

#### **7.4.13 Electronic Visits**

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

#### **7.4.14 Health Education Services**

Outpatient health education services that manage a covered medical condition (e.g., tobacco cessation programs, diabetes health education, asthma education, pain management, and childbirth and newborn parenting training) are covered.

#### **7.4.15 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. Members may have the option to choose a preferred medication supplier for some medications. Preferred medication suppliers have agreed to the lower contracted rates and may help members save money. See section 7.8.6 for self-administered infusion therapy.

Infusion therapy benefits include 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 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

#### **7.4.16 Kidney Dialysis**

Covered expenses include:

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

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



#### **7.4.17 Massage Therapy**

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

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

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

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

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

See section 7.4.15 for more information about infusion therapy and prior authorization requirements. Self-administered medications are not covered under this benefit (see section 7.8.6). See section 7.8 for pharmacy benefits.

#### **7.4.19 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 programs
- c. Case management, skills training, wrap-around services and crisis intervention
- d. Transcranial magnetic stimulation (TMS) and electroconvulsive therapy

Intensive outpatient treatment and TMS require prior authorization. See Section 13 for definitions.

#### **7.4.20 Nutritional Therapy**

Outpatient nutritional therapy to manage a covered medical condition is covered. Preventive nutritional therapy that may be required under the Affordable Care Act is covered under the preventive care benefit.

#### **7.4.21 Office or Home Visits**

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

#### **7.4.22 Phenylketonuria**

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

#### **7.4.23 Podiatry Services**

Covered for the diagnosis and treatment of a specific current problem. Routine podiatry services are not covered.

#### **7.4.24 Psychological or Neuropsychological Testing and Evaluation**

Covered services include interpretation and report preparation necessary to prescribe an appropriate treatment plan.

#### **7.4.25 Rehabilitation and Habilitation & Chronic Pain Care**

Rehabilitative and habilitative services provided by a licensed physical, occupational or speech therapist, physician, chiropractor, massage therapist or other professional provider licensed to provide such services, including physical, speech and occupational therapy and cardiac and pulmonary rehabilitation, are subject to annual visit limits, except for care for autism spectrum disorders provided for members under age 21. Each session or type of therapy by a different professional provider is counted as one visit, except multiple therapy sessions by the same provider in one day are counted as one visit. Limits apply separately to rehabilitative and habilitative services.

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

For members under age 7, or under age 21 with autism spectrum disorders, neurodevelopmental therapy to restore and improve function and maintenance therapy to prevent significant deterioration in the member's condition or function are covered.

Rehabilitative services are those necessary for restoration of bodily or cognitive functions lost due to a medical condition. Therapy performed to maintain a current level of functioning without documentation of significant improvement is considered maintenance therapy and is not a rehabilitative service.

Habilitative services are those necessary for development of bodily or cognitive functions to perform activities of daily living that never developed or did not develop appropriately based on the member's chronological age. Medically necessary therapy to retain skills necessary for activities of daily living and prevent regression to a previous level of function is a habilitative service. Habilitative services do not include respite care, day habilitation services designed to provide training, structured activities and specialized assistance for adults, chore services to assist with basic needs, educational, vocational, recreational or custodial services.

Rehabilitative and habilitative devices may be limited to those that have FDA approval and are prescribed by a professional provider.

#### **7.4.26 Spinal & Other Manipulations**

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

#### **7.4.27 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.

#### **7.4.28 Therapeutic Injections**

Administrative services for therapeutic injections, such as allergy shots, are covered when given in a professional provider's office. When comparable results can be obtained safely with self-administered medications at home, the administrative services for therapeutic injections by the provider are not covered. Vitamin and mineral injections are not covered unless they are medically necessary to treat a specific medical condition. More information is in section 7.4.18 and 7.8.6.

#### **7.4.29 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 6.1.1). Failure to obtain required prior authorization will result in denial of benefits or a penalty.

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.

#### **7.5.1 Chemical Dependency Detoxification Program**

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

#### **7.5.2 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.

#### **7.5.3 Hospital Benefits**

Covered expenses for hospital care are:

- a. **Hospital room.** The actual daily charge
- b. **Isolation care.** When it is medically necessary, based on generally recognized medical standards, to protect a member from contracting the illness of another person or to protect other patients from contracting the illness of a member
- c. **Intensive care unit.** Whether a unit in a particular hospital qualifies as an intensive care unit is determined using generally recognized 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.

#### **7.5.4 Hospital Visits**

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

#### **7.5.5 Medication Administered at a Preferred Treatment Center**

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

#### **7.5.6 Pre-admission Testing**

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

#### **7.5.7 Rehabilitative & Chronic Pain Care**

To be a covered expense, rehabilitative services must begin within 24 months of the onset of the condition from which the need for services arises and must be a medically necessary part of a physician's formal written program to improve and restore lost function as a result of a medical condition.

Covered rehabilitative care expenses for inpatient services delivered in a hospital or other inpatient facility that specializes in such care are subject to an annual limit, except for treatment of autism spectrum disorders in members under age 21.

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

For members under age 7, or under age 21 with autism spectrum disorders, neurodevelopmental therapy to restore and improve function and maintenance therapy to prevent significant deterioration in the member's condition or function are covered.

#### **7.5.8 Residential Mental Health & Chemical Dependency Treatment Programs**

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

#### **7.5.9 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 as shown in Section 3. 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 Plan will not pay charges related to an admission to a skilled nursing facility before the member was covered by this policy or for a stay where care is provided principally for:

- a. Senile deterioration
- b. Alzheimer's disease
- c. Mental deficiency or intellectual disability
- d. Mental health condition

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

**7.5.10 Surgery**

Surgery (operative and cutting procedures), including treatment of fractures, dislocations and burns, is covered. The surgery benefit also applies to the following services:

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

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

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

**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 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 determined to be medically necessary.

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.

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 section 7.5.12.

### 7.5.12 Surgery, Reconstructive Following a Mastectomy

The Plan covers reconstructive surgery following a medically necessary mastectomy (Women's Health and Cancer Rights Act of 1998):

- 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 is subject to the Plan's terms and conditions, including the prior authorization provision.

### 7.5.13 Transplants

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

#### Definitions

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

**Donor costs** 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 series of procedures by which:

- i. 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)
- ii. tissue is removed from one's body and later re-introduced 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.

#### Covered Benefits. Benefits for transplants are limited as follows:

- i. Transplant procedures must be performed at a Center of Excellence. If a Center of Excellence cannot provide the necessary type of transplant, Moda will prior authorize services at an alternative transplant facility

- ii. Donor costs are covered as follows:
  - A. If the recipient or self-donor is enrolled in this policy, donor costs related to a covered transplant are covered
  - B. If the donor is enrolled in this policy and the recipient is not, the Plan will not pay any benefits toward donor costs
  - C. If the donor is not enrolled in the policy, expenses that result from complications and unforeseen effects of the donation are not covered
  - D. Donor costs paid under any other health coverage are not covered by this policy
- iii. Travel and housing expenses for the recipient and one caregiver, or 2 caregivers if the recipient is a minor, are covered up to a maximum per transplant when the recipient resides more than 50 miles from the Center of Excellence unless the medical condition requires treatment at a closer transplant facility.
- iv. Professional provider transplant services are paid according to plan benefits for professional providers
- v. 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).
- vi. The Plan will not pay for chemotherapy with autologous or homogenic/allogenic bone marrow transplant for treatment of any type of cancer not approved for coverage.

## **7.6 MATERNITY CARE**

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

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

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

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

Home birth expenses are not covered other than medically necessary supplies and fees billed by a professional provider. Additional information regarding home birth exclusions is in Section 8. Supportive services, such as physical, emotional and information support to the mother before, during and after birth and during the postpartum period, are not covered expenses.

### **7.6.1 Abortion**

Elective abortions are covered.

### **7.6.2 Breastfeeding Support**

Comprehensive lactation support and counseling is covered during pregnancy and/or the breastfeeding period. The Plan covers the purchase or rental charge (not to exceed the purchase price) for a breast pump and equipment. Charges for supplies such as milk storage bags and extra ice packs, bottles or coolers are not covered. Hospital grade pumps are covered when medically necessary.

### 7.6.3 Circumcision

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

### 7.6.4 Diagnostic Procedures

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

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

### 7.6.5 Office, Home or Hospital Visits

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

### 7.6.6 Hospital Benefits

Covered hospital maternity care expenses consist of the following:

- a. **Hospital room.** The actual daily charge
- b. **Facility charges.** When provided at a covered facility, including a birthing center
- c. **Other hospital services and supplies.** When medically necessary for treatment and ordinarily furnished by a hospital
- d. **Nursery care.** While the mother is confined in the hospital and receiving maternity benefits
- e. **Take-home prescription drugs.** Limited to a 3-day supply at the same benefit level as for hospitalization.

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

## 7.7 OTHER SERVICES

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

### 7.7.1 Durable Medical Equipment (DME), Supplies & Appliances

Equipment and related supplies, including sales tax, 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 diagnosis of aphakia or keratoconus
- c. Medical vision hardware for treatment of corneal ulcer, bullous keratopathy, recurrent erosion of cornea, tear film insufficiency, aphakia, Sjogren's disease, congenital cataract, corneal abrasion and keratoconus.



- d. Insulin pumps, glucose monitors and other diabetic supplies (see Section 7.8 for coverage under Pharmacy benefit)
- e. Hospital beds and accessories
- f. Intraocular lens within 90 days of cataract surgery
- g. Light boxes or light wands only when treatment is not available at a provider's office
- h. Orthotics, orthopedic braces, orthopedic shoes to restore or maintain the ability to 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. Orthotics or orthopedic shoes for the treatment of diabetes are covered when medically necessary. One pair of orthotics or orthopedic shoes are covered per year if not related to treating diabetes.
- i. Oxygen and oxygen supplies
- j. Prosthetics
- k. Wheelchair or scooter (including maintenance expenses)

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

Moda encourages the use of a Tier 1 DME provider. Using a Tier 1 DME provider may help members save money. Find a Tier 1 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 new DME provider by contacting his or her current provider and the new DME provider to request the change.

All supplies, appliances and DME must be medically necessary. Some require prior authorization (see section 6.1.1). A full list of medical equipment requiring prior authorization is available on the Moda website or by contacting Customer Service. Replacement or repair is only covered if the appliance, prosthetic, equipment or DME was not abused, was not used beyond its specifications and not used in a 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 requires to approve a claim payment.

### **Exclusions**

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

- a. Those used primarily for comfort, convenience, or cosmetic purposes
- b. Wigs and toupees
- c. Those used for education or environmental control (additional information regarding Supportive Environmental materials can be found in Section 8)
- d. Dental appliances and braces
- e. Therapeutic devices, except for transcutaneous nerve stimulators
- f. Incontinence supplies
- g. Supporting devices such as corsets, compression or therapeutic stockings except when such stockings are medically necessary
- h. Testicular prostheses
- i. Hearing aids, eye glasses and contact lenses, except as otherwise covered under the policy

Moda is not liable for any claim for damages connected with medical conditions arising out of the use of any DME or due to recalled surgically implanted devices or to complications of such devices covered by manufacturer warranty.

### **7.7.2 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 the 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 7.7.1 and 7.7.3.

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

### **7.7.3 Hospice Care**

#### **Definitions**

**Hospice** means a private or public hospice agency or organization approved by Medicare or licensed or certified by the state it operates in.

**Home health aide** means an employee of a 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 hospice.

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

### **Hospice Home Care**

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

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

### **Hospice Inpatient Care**

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

### **Respite Care**

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 limited to an hourly maximum 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 approves in advance.

### **Exclusions**

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

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

#### **7.7.4 Medical Travel Support**

The Plan covers some surgical procedures at the Tier 1 level when they are provided at an Oregon preferred facility. Members who have upcoming medical procedures can call Moda at 800-592-8283 to start the process. A Care Coordinator will review the proposed procedures and determine if it is eligible to get care in an Oregon preferred facility. Once eligibility is established, members can select a preferred provider and facility. The Care Coordinator will then coordinate with members' providers in Alaska and Oregon to set up the treatment plan.

The Plan also covers airfare, ground transportation and lodging necessary for the member and one companion for traveling outside of Alaska to get care. Members eligible for care in an Oregon preferred facility can contact the Care Coordinator to arrange for transportation and lodging. If members follow the travel arrangement made by the Plan, the Plan covers the travel expenses. Medical travel support coverage does not include any additional expenses such as food or toiletry.

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

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

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

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

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

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

Virtual care visits through CirrusMD at [modahealth.com/cirrusmd](https://modahealth.com/cirrusmd) are covered at no cost sharing.

## **7.8 PHARMACY PRESCRIPTION BENEFIT**

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

### **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 difference in cost between the generic and brand medication.

**Formulary** is a listing 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 and do not have significant therapeutic advantage over their preferred alternative. 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 follows the federal designation of OTC medications to decide if an OTC medication is covered by the Plan.

**Prescription Medication List** means the Moda Prescription Medication List. The list is available on [modahealth.com](http://modahealth.com). 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.

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

Moda 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.

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

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

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

**Self Administered Medications** are labeled by the FDA for self administration. They can be safely administered by the member or the member's caregiver outside of a 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 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 [modahealth.com](http://modahealth.com).

### **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
- b. It is incurred while the member is eligible under the policy
- c. 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. 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 as required under the Affordable Care Act
- e. Certain prescribed preventive medications required under the Affordable Care Act
- f. Prescription contraceptive medications and devices for birth control (section 7.3.2) and medical conditions covered under the policy
- g. Certain immunizations (section 7.3.3) and related administration fees are covered at in-network retail pharmacies (e.g. flu, pneumonia and shingles vaccines)

- h. Inhalation spacer devices and peak flow meters
- i. One early refill for a covered topical eye medication to treat a chronic condition during the approved dosage period if the refill does not exceed the number of refills prescribed and if the request is not made earlier than 23 days after a 30-day supply is dispensed, 45 days after a 60-day supply is dispensed or 68 days after a 90-day supply is dispensed.

Certain prescription medications and/or quantities of prescription medications may require prior authorization (see section 6.1.1). Specialty tier and some other tier medications must be dispensed through a Moda-designated specialty pharmacy provider. For assistance coordinating prescription refills, contact Customer Service.

#### **7.8.4 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.

#### **7.8.5 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 [modahealth.com](http://modahealth.com) 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. In the event a specialty medication is not available when needed and a delay in receiving the medication would threaten the efficacy of treatment or the life of the member, Moda will prior authorize the medication to be filled locally. For assistance, contact Customer Service.

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.

#### **7.8.6 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 7.8.5).

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

#### **7.8.7 Step Therapy**

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

### 7.8.8 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 medication may be prior authorized for a specific amount of time or until a generic medication becomes available, whichever comes first. When a generic medication becomes available during the authorized period, the brand 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 the use of free samples or otherwise, does not bypass the Plan's requirements (e.g., step therapy, prior authorization) before Plan benefits are available.
- e. Some specialty medications that have been found to have a high discontinuation rate or short duration of use may be limited to a 15-day supply.
- f. Medications with dosing intervals greater than the Plan's maximum day supply will have an increased copayment to match the day supply.
- g. Medications purchased outside 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 plan year.

### 7.8.9 Exclusions

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

- a. **Devices.** Including but not limited to therapeutic devices and appliances. Information for contraceptive devices is in section 7.3.2 and for other devices in section 7.8.3
- 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 he or she is 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 at in-network retail pharmacies.
- g. **Medications Covered Under Another Benefit.** Such as medications covered under hospice, 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 confirmed by other research studies, reference, compendium, or the federal government.
- l. **Over the Counter (OTC) Medications** and certain prescription medications for which there is an OTC equivalent or alternative (see the preferred drug list on the Member Dashboard), except 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.**

## 7.9 VISION CARE BENEFIT

### 7.9.1 Pediatric Vision Services

The Plan covers the following services every year for members through the end of the month in which they reach age 19:

- a. one complete well-vision exam
- b. one pair of eyeglasses and frames, or contact lenses in lieu instead of eyeglasses
  - i. eyeglass lenses may be
    - A. polycarbonate, plastic or glass
    - B. single vision, lined bifocal, lined trifocal or lenticular
  - ii. Contact lenses require a minimum 3-month supply
    - A. standard (one pair per year)
    - B. monthly (6-month supply)
    - C. bi-weekly (3-month supply)
    - D. daily (3-month supply)
- c. Optional lenses and treatments limited to:
  - i. ultraviolet protective coating, anti-reflective (AR) coating, polarized lenses,
  - ii. blended segment lenses, intermediate vision lenses, progressive lenses
  - iii. photochromic glass lenses, plastic photosensitive lenses
  - iv. hi-index lenses

Members can visit [www.vsp.com](http://www.vsp.com) or call 800-877-7195 to choose a Tier 1 or Tier 2 vision care provider and arrange for vision services. Some vision services may require prior authorization.

For members who are eligible for vision plan benefits, VSP will provide benefit authorization directly to the Tier 1 or Tier 2 doctor. When contacting a Tier 1 or Tier 2 doctor directly, members must identify themselves as VSP members so the doctor will obtain benefit authorization from VSP. Should members receive services from a Tier 1 or Tier 2 doctor without such benefit authorization or obtain services from a provider who is not a Tier 1 or Tier 2 doctor, they are responsible for payment in full to the provider and will need to submit a request for reimbursement by completing the member reimbursement claim form, which is available by visiting [www.vsp.com](http://www.vsp.com) or calling 800-877-7195. Payment in these instances is limited to those for a Tier 3 provider.

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

- a. Plano lenses with refractive correction of less than  $\pm 50$  diopter
- b. Two pairs of glasses instead of bifocals
- c. Insurance policies or services agreements for contact lens coverage
- d. Artistically painted or non-prescription contact lenses
- e. Additional office visits for contact lens pathology
- f. Contact lens modification, polishing or cleaning

### **7.9.2 Adult Vision Care Services**

The Plan pays for vision examinations and corrective lenses and frames for members age 19 and older. Members can visit [www.vsp.com](http://www.vsp.com) or call 800-877-7195 to choose a Tier 1 or Tier 2 vision care provider and arrange for vision services. Some vision services may require prior authorization.

For members who are eligible for vision plan benefits, VSP will provide benefit authorization directly to the Tier 1 or Tier 2 doctor. When contacting a Tier 1 or Tier 2 doctor directly, members must identify themselves as VSP members so the doctor will obtain benefit authorization from VSP. Should members receive services from a Tier 1 or Tier 2 doctor without such benefit authorization or obtain services from a provider who is not a Tier 1 or Tier 2 doctor, they are responsible for payment in full to the provider and will need to submit a request for reimbursement by completing the member reimbursement claim form, which is available by visiting [www.vsp.com](http://www.vsp.com) or calling 800-877-7195. Payment in these instances is limited to those for a Tier 3 provider.

The following services and supplies are covered up to the limits and maximums described in Section 3:

- a. One complete eye exam annually, including the charge for refraction
- b. One pair of frames for corrective lenses are covered every 2 years
- c. One pair of corrective lenses annually, including lens enhancement. Elective contact lenses in lieu of eyeglasses are covered annually
- d. Low vision testing and aids every 2 years for members who have severe visual problems that are not correctable with regular lenses

Whether under the vision care benefit or the medical portion of the Plan, benefits are limited to one pair of contact lenses, disposable contacts, or lenses for eyeglasses per year and one set of frames every 2 years.

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

- a. Plano lenses with refractive correction of less than  $\pm 50$  diopter
- b. Two pairs of glasses instead of bifocals
- c. Insurance policies or services agreements for contact lens coverage
- d. Artistically painted or non-prescription contact lenses
- e. Additional office visits for contact lens pathology
- f. Contact lens modification, polishing or cleaning

## **7.10 HEARING SERVICES BENEFIT**

The Plan covers ear and hearing examinations, testing and hearing hardware. Hearing aids are limited to a dollar maximum in a 3-year period, beginning with the date of the otological (ear) examination. Members must be examined by a licensed physician before obtaining a hearing aid. To qualify for this benefit, members must purchase a hearing aid device. The Plan covers one otological (ear) exam by a physician or surgeon every 2 years. The following expenses are covered once in a 3-year period:

- a. One audiological (hearing) exam and evaluation by a certified or licensed audiologist or hearing aid specialist, including a follow-up consultation
- b. A hearing aid (monaural or binaural) prescribed as a result of the examination
- c. Ear molds
- d. Hearing aid instruments
- e. Initial batteries, cords and other necessary supplementary equipment
- f. A warranty
- g. Follow-up consultation within 30 days following delivery of the hearing aid
- h. Repairs, servicing, or alteration of the hearing aid equipment

To get the highest benefit level for a hearing aid, members can call 866-202-2178 to choose a Tier 1 audiologist and arrange for a hearing exam. The audiologist will assist members with choices of hearing aids through a Tier 1 hearing instrument provider. The hearing services vendor has a selection of hearing aids available to Plan members.

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

- a. Replacement of a hearing aid, for any reason, more than once in a 3-year period
- b. Batteries or other supplementary equipment other than those obtained upon purchase of the hearing aid
- c. A hearing aid exceeding the specifications prescribed for correction of hearing loss

## **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 a provider. Any direct complication or consequence that arises from these exclusions will not be covered.

### **Benefits Not Stated**

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

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

Scheduled care or care that is not due to an urgent or emergency medical condition

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

### **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 bodily function, including hormone treatment, rhinoplasty, breast augmentation, lipectomy, liposuction, and hair removal (including electrolysis and laser). Exceptions are provided for reconstructive surgery following a mastectomy (see section 7.5.12) and complications of reconstructive surgeries if medically necessary and not specifically excluded (e.g., mastectomy, section 7.5.12)

### **Court Ordered Services**

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

### **Custodial Care**

Routine care and hospitalization that helps a member with 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 7.4.9

### **Educational Supplies**

Including books, tapes, pamphlets, subscriptions, videos and computer programs (software)

### **Enrichment Programs**

Psychological or lifestyle enrichment programs including self-help programs, educational programs, assertiveness training, marathon group therapy, and sensitivity training, except as covered under section 7.4.14

**Experimental or Investigational Procedures and Medications**

Including expenses incidental to or incurred as a direct consequence of such procedures or medications (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**

Including implantable hearing aids and the surgical procedure to implant them

**Hippotherapy****Home Birth or Delivery**

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

**Infertility**

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

**Inmates**

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

**Intellectual Disability/Learning Disorders**

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

**Legal Counseling****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

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**General Exclusions**

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**Missed Appointments****Naturopathic Substances**

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

**Nutritional Therapy**

Except as provided for in section 7.4.20

**Obesity or Weight Reduction**

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

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

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

**Orthopedic Shoes**

Except as provided in section 7.7.1

**Orthognathic Surgery**

Including associated services and supplies

**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**

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**General Exclusions**

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## **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

### **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 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

### **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 7.8.6 and 7.4.2)

### **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 Not Provided**

#### **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 if the member is a veteran of the armed forces, in which case covered services and supplies furnished by the Veterans' Administration of the United States that are not service related are eligible for payment according to the terms of the Plan

### **Services Provided or Ordered by a Relative**

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

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## **General Exclusions**

## **Services Provided by Volunteer Workers**

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

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

### **Support Education**

Including:

- a. Level 0.5 education-only programs
- b. Education-only, court mandated anger management classes
- c. Voluntary mutual support groups, such as Alcoholics Anonymous
- d. Family education or support groups except as required under the Affordable Care Act

### **Supportive Environmental Materials**

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

### **Taxes**

Except sales tax related to durable medical equipment, appliances and supplies

### **Telehealth**

Including Telemedicine, telephone visits or consultations and telephone psychotherapy, except for electronic visits covered in section 7.4.13 and virtual care visits (telehealth) covered in section 7.7.6

### **Telephones and Televisions in a Hospital or Skilled Nursing Facility**

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

Services and supplies related to the treatment of TMJ

### **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)

### **Transportation**

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

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

Including individual or family counseling or treatment for marital, behavioral, financial, family, occupational or religious problems, treatment for at risk 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**

The only exception is if a member is hospitalized at the time the Plan ends (see section 7.1), or for covered hearing aids, if the prescription is written and the hearing aid is ordered during the 30 days before coverage ends and received within 30 days of the end date.

**Treatment Before Coverage Begins****Treatment Not Medically Necessary**

Including services, supplies or medications that are:

- a. Not medically necessary for the treatment or diagnosis of a condition otherwise covered by the Plan or are prescribed for purposes other than treating disease
- b. Inappropriate or inconsistent with the symptoms or diagnosis of a member's condition
- c. Not established as the standard treatment by the medical community in the service area in which they are received
- d. Primarily rendered for the convenience of a member or 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**

Except as otherwise provided under the Plan. This includes any charges for orthoptics or vision training and any associated supplemental testing, vitamin therapy, low vision therapy, eye exercises or fundus photography. See section 7.4.11 for coverage of annual dilated eye exam for management of diabetes.

**Vision Surgery**

Any procedure to cure or reduce myopia, hyperopia, or astigmatism, including reversal 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.

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

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

## **SECTION 9. ELIGIBILITY & ENROLLMENT**

If this is a child only plan, coverage is only available to age 26. 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 individual medical policy at any time.

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

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

To remain eligible for coverage, a person must satisfy the residency requirements of the Health Insurance 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 sustained a disability making him or her physically or mentally incapable of self-support at even a sedentary level may be eligible for coverage even though he or she is over 26 years old. To be eligible, the child must be unmarried and principally dependent on the subscriber or the subscriber's parent for support and have had continuous medical coverage. The incapacity must have started, and the information below must be received, before the child's 26<sup>th</sup> birthday. Social Security Disability status does not guarantee coverage under this provision. Moda will determine eligibility based on commonly accepted guidelines. To avoid a break in coverage, it is recommended that the following information be submitted to Moda at least 45 days before the child's 26<sup>th</sup> birthday:

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

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

### **9.1 ELIGIBILITY AUDIT**

Moda 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 Health Insurance 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 must be notified in writing 15 days before the next deduction date. For other changes in billing option, Moda 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. If payment is not received within the grace period (section 9.2.2), this policy will end after an advance notice. If this policy ends because premiums have not been paid, Moda 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 policy becomes effective.

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

### **9.2.2 Grace Period**

Unless within 30 days before the premium due date Moda has delivered to the subscriber or mailed to the last address, as shown by its records, written notice of its intention not to renew this policy beyond the period for which the premium has been accepted, members will have a 10 day grace period for payment after the premium due date, during which grace period the policy shall continue in force. Members who are eligible for tax credits and taking any portion as a prepaid subsidy will be allowed a 3 month grace period after the first premium has been paid in full within 10 days of the due date.

### **9.2.3 Reinstatement**

If any renewal premiums are not paid within the time allowed for payment, a subsequent acceptance of premiums by Moda or by any agent authorized by Moda to accept such premiums shall be subject to an application for reinstatement and a conditional receipt will be issued for the premiums received. The policy will be reinstated upon approval of such application by Moda or, lacking such approval, upon the 45<sup>th</sup> day following the date of the conditional receipt unless Moda has previously notified the subscriber in writing of its disapproval of the application. The reinstatement policy only covers claims resulting from an accidental injury sustained after the date of reinstatement and claims due to sickness beginning more than 10 days after the reinstatement date. In all other respects the subscriber and Moda shall have the same rights as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions added in connection with the reinstatement. Any premiums accepted in connection with a reinstatement shall be applied to a period for which premiums have not been previously paid, but not to any period more than 60 days prior to the date of reinstatement. Premium payments must be through electronic fund transfer (EFT) upon reinstatement.

#### **9.2.4 Changes in Amount of Premiums**

Premiums can change without notice when the family composition or eligibility status changes. The new premium amount will be effective the first day of the month following the event. When a member moves into the next age bracket of the rate table, premiums will change on the renewal date. 45 days written notice will be provided before a change in the premiums affecting all policyholders takes effect. When the new premium is paid, the payment will confirm the subscriber's acceptance of the change.

#### **9.2.5 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. Subscriber is no longer eligible for coverage through the Health Insurance Marketplace
- b. The subscriber or dependent moves outside the Plan's service area
- c. Loss of dependent eligibility
- d. Non-payment of premium
- e. Rescission as described in section 9.4
- f. Termination of the health benefit plan option
- g. Moda's decertification to offer plans through the Health Insurance Marketplace
- h. Subscriber ends his or her coverage after the required advanced notice or changes health benefit plan during an open enrollment or special enrollment period

### **9.4 RESCISSION**

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

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

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

#### **10.1.1 Notice of Claim**

A claim is not payable until the service or supply has actually been received. Written notice of claim must be given to Moda as soon as reasonably possible after the occurrence or commencement of a loss covered by the policy. 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. Notice may be given by or on behalf of a member to Moda at P.O. Box 40384, Portland, Oregon 97240.

Moda does not require members to use a specific claim form. Information on how members can submit notice of a claim when the provider does not submit a claim form on their behalf is found in sections 10.1.2 to 10.1.7.

#### **10.1.2 Hospital & Professional Provider Claims**

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

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

When a member is billed by the hospital or professional provider directly, he or she should send a copy of the bill to Moda 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 10.1.6.

#### **10.1.3 Ambulance & Commercial Transportation Claims**

Bills for ambulance or commercial transportation 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.

#### **10.1.4 Prescription Medication Claims**

Members who go to an in-network pharmacy should present their Moda ID card. There will be no claim to submit.

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

#### **10.1.5 Vision Services Claims**

A member who has vision services provided by a Tier 3 provider or a Tier 1 or Tier 2 provider without benefit authorization will need to submit a request for reimbursement by completing the member reimbursement claim form, which is available by visiting [www.vsp.com](http://www.vsp.com) or call 800-877-7195.

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

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

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

#### **10.1.7 Payment of Claims**

Moda will pay benefits for services by a Tier 3 provider directly to the provider if there is an assignment of benefits. Members may revoke an assignment of benefits by giving written notice to Moda and to the provider. The written notice to Moda must certify that written notice of revocation has been given to the provider. Revocation of an assignment of benefits is not effective until the notice of revocation is received by Moda and the provider.

A member's right to assign benefits to a Tier 3 or out-of-state provider may be transferred to another person who is not a member by a qualified domestic relations order, which is an order or judgment in a divorce or dissolution action under AS 25.24 that designates a person to determine to whom indemnities for a named beneficiary should be paid under a healthcare insurance policy. Rights under the qualified domestic relations order do not take effect until the order is received by Moda.

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

Moda 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 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 has not received the claim. To be eligible for reimbursement, claims must be received within the claim submission period explained in section 10.1.

#### **10.1.9 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 will respond to an inquiry within 30 days of receipt.

#### **10.1.10 Time Frames for Processing Claims**

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

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

If a claim is not processed timely, interest of 15% annually will accrue until processing of the claim is complete. Submission of information necessary to process a claim is also subject to the Plan's claim submission period explained in section 10.1.1.

#### **10.1.11 Time Frames for Processing Prior Authorizations and Utilization Review**

Any utilization review decision will be made within 5 business days after receipt of the request for prior authorization of nonemergency situations. For emergency situations, utilization review decisions for care following emergency services will be made as soon as is practicable but in any event no later than 24 hours after receiving the request for prior authorization or for coverage determination.

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

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

## **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 written notice from Moda in the form of a letter or an Explanation of Benefits (EOB), of any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including one based

on a determination of a person's eligibility to participate in the Plan and one resulting from the application of any utilization review, as well as a failure to cover an item or service for which benefits are otherwise provided because it is determined to be experimental or investigational or not necessary and customary by the standards of generally accepted practice for the prevention or treatment of disease or accidental injury.

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

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

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

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

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

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

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

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

**Pre-service claim** means any claim for a benefit 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**

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

The timelines addressed in section 10.2 do not apply when the member does not reasonably cooperate, or circumstances beyond the control of either party (Moda or the member) makes it impossible to comply with the requirement. Whoever is unable to comply must give notice of the specific reason to the other party as soon as possible when the issue arises).

### **10.2.3 Appeals**

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

Appeals of other adverse benefit determinations are administered by Moda. An appeal must be submitted in writing. For claims involving urgent care, the appeal may be made by phone. If necessary, Customer Service can help with filing an appeal. The member may review the claim file and present evidence and testimony as part of the appeal process, and may appoint a representative to act on his or her behalf. Moda will acknowledge receipt of a written appeal and provide notice of the appeal provisions within 3 business days and conduct an investigation by persons who were not involved in the initial determination.

An appeal related to an urgent care claim can have a faster review upon request. Fast reviews will be finished within 72 hours after receipt of the appeal by Moda, unless the member fails to provide sufficient information for Moda to make a decision. In this case, Moda will notify the member within 24 hours of receipt of the appeal of the specific information necessary to make a decision. The member must provide the specified information as soon as possible. The investigation of an urgent care claim will be completed no later than 48 hours following the earlier of (a) Moda's receipt of the specified information, or (b) the end of the period provided to submit the specified additional information.

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

Moda will provide for a written decision by a Moda employee or agent who holds the same or similar specialty as would typically manage the case being reviewed. If new or additional evidence or rationale is used by Moda in connection with the claim, it will be provided to the member, in advance and free of charge, before any final internal adverse benefit determination. The member may respond to this information before Moda's determination is finalized. Moda will send a written notice of the decision to the member, including the reason for the decision, and if applicable, information on the right to external review.

### **10.2.4 Appeals on Ongoing Care**

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

### **10.2.5 External Review**

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

- a. The member must sign a HIPAA release waiver allowing the IRO to see his or her medical records.
- b. The dispute must relate to:
  - i. An adverse benefit determination or final internal adverse benefit determination that involves medical judgment or rescission but does not include disputes about eligibility to participate in the Plan, except for those related to rescissions
  - ii. Cases in which Moda fails to meet the internal timeline for review or the state or federal requirements for providing related information and notices
- c. The request for external review must be made in writing to the director of the Alaska Division of Insurance no more than 180 days after receipt of the adverse benefit determination or the final internal adverse benefit determination. For expedited review, the request may be made by phone. A member may submit additional information to the IRO within 5 business days, or 24 hours for an expedited review. Members may file a written request for extension to the 180-day limit. The request must include at least one justification, with a fair and reasonable basis for allowing the extension.
- d. The member must have finished the appeal process described in section 10.2.3. However, Moda may waive this requirement and have an appeal referred directly to external review with the member's consent.
- e. The member shall provide complete and accurate information to the IRO in a timely manner.

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

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

### **10.2.6 Complaints**

Moda 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 health care 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

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

### 10.2.7 Additional Member Rights

Members have the right to file a complaint or ask for help from the Alaska Division of Insurance.

Phone: 907-269-7900 or toll free 800-467-8725  
Fax: 907-269-7910  
Mail: Division of Insurance  
Consumer Services Section  
550 West 7<sup>th</sup> Avenue, Suite 1560  
Anchorage, AK 99501-3567  
Email: [insurance@alaska.gov](mailto:insurance@alaska.gov)  
Internet: [www.commerce.alaska.gov/web/ins/Consumers/Complaint.aspx](http://www.commerce.alaska.gov/web/ins/Consumers/Complaint.aspx)

### 10.3 CONTINUITY OF CARE

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

- a. for the period that is the longest of the following:
  - i. the end of the current policy year
  - ii. up to 90 days after the termination date, if the event triggering the right to continuing treatment is part of an ongoing course of treatment
  - iii. through completion of postpartum care, if the member is pregnant on the date of termination; or
- b. until the end of the medically necessary treatment for the medical condition if the member has a terminal medical condition. In this paragraph, "terminal" means a life expectancy of less than one year.

### 10.4 BENEFITS AVAILABLE FROM OTHER SOURCES

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

#### 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, 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 Benefits Determination (Which Plan Pays First?)

When another plan does not have a COB provision, that plan is primary. When another plan does have a COB provision, the first of the following rules that applies will govern:

- a. **Non-dependent/Dependent.** If a plan covers the member as other than a dependent (e.g., an employee, member of an organization, primary insured, or retiree), then that plan will determine its benefits before a plan that covers the member as a dependent.

However, if the member is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the member as a dependent and primary to the plan covering the member as other than a dependent (e.g. a retired employee), then the order of benefits between the 2 plans is reversed.

- b. **Dependent Child/Parents Married or Living Together.** If the member is a dependent child whose parents are married or living together whether or not they have ever been married, the plan of the parent whose birthday falls earlier in the calendar year is the primary plan. If both parents' birthdays are on the same day, the plan that has covered the parent the longest is the primary plan. (This is called the 'birthday rule.') If another plan does not include the birthday rule, but instead has a rule based on the gender of the parent, then that plan is the primary plan.
- c. **Dependent Child/Parents Separated or Divorced or Not Living Together.** If the member is a dependent child of divorced or separated parents, or parents not living together whether or not they have been married, then the following rules apply:
  - i. If a court decree states that one of the parents is responsible for the healthcare expenses of the child, and the plan of that parent has actual knowledge of those terms, that plan is primary. This rule applies to policy year 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 plans 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 that member as an employee, member of an organization, primary insured, or retiree or as a dependent of the same, is the primary plan and the COBRA or other continuation coverage is the secondary plan. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of the benefits, this rule is ignored.

- h. **Longer/Shorter Length of Coverage.** The plan that covered a member longer is the primary plan and the plan that covered the member for the shorter period of time is the secondary plan.
- i. **None of the Above.** If the preceding rules do not determine the order of benefits, the allowable expenses shall be shared equally between the plans. In addition, this Plan will not pay more than it would have paid if it had been the primary plan.

#### **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 the payments from all plans are not more than 100% of the total allowable expense.

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

#### **10.4.1.3 COB and Plan Limits**

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

#### **10.4.1.4 Pharmacy COB**

Claims subject to the COB provision of the Plan may be submitted electronically by pharmacies or through the direct member reimbursement paper claim process. The preferred method is for the pharmacy to electronically transmit the primary plan's remaining balance to Moda 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 (see section 10.1.4).

The manner in which a pharmacy claim is paid by the primary payer will affect how Moda pays the claim as the secondary plan.

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

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

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

**Primary plan pays benefits.** In this scenario, Moda will pay up to what the Plan would have allowed if it had been the primary payer. This 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, the following definitions apply:

**Plan** means any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for covered persons in a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

Plan includes

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

Plan does not include:

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

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

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

**Allowable Expense** means a healthcare expense, including cost sharing, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of a service instead of cash payments, the reasonable cash value of the service will also be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a member is not an allowable expense.

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

**This Plan** is the part of this policy that provides benefits for healthcare expenses to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the policy providing healthcare benefits is separate from this Plan. A policy may

apply one COB provision to certain benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

**Closed Panel Plan** is a plan that provides healthcare benefits to covered persons primarily in the form of services through a network of providers that have contracted with or are employed by the plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral to a contracted provider.

**Custodial Parent** is the parent awarded custody by a court decree. If there is no court decree, it is the parent with whom the child 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. The policy does not cover benefits for which a third party may be legally liable. Because recovery from a third party may be difficult and take a long time, as a service to the member Moda will pay a member's expenses based on the understanding and agreement that Moda is entitled to be reimbursed in full from any recovery the member may receive for any benefits paid that are or may be recoverable from a third party or other source no matter how the recovery is characterized.

The member agrees that Moda has the rights described in section 10.4.2. Moda 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's right of recovery or subrogation as discussed in this section.

##### **10.4.2.1 Definitions**

For purposes of section 10.4.2, the following definitions apply:

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

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

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

**Third Party Claim** means any claim, lawsuit, settlement, award, verdict, judgment, arbitration decision or other action against a third party (or any right to such an action) by or on behalf of a member, regardless of how the claims, damages or recovery funds are characterized. (For example, a member who has received payment of medical expenses from Moda may file a third party claim, but only seek the recovery of non-economic damages. In that case, Moda is still entitled to recover benefits as described in section 10.4.2.)

##### **10.4.2.2 Subrogation**

Upon payment by the Plan, Moda 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 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 may, at its option, require a member, and his or her attorney, if any, to protect its recovery rights. The following rules apply:

- a. The member holds any rights of recovery against the third party in trust for Moda, but only for the amount of benefits Moda paid for that medical condition.
- b. Moda 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 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 requires the member and his or her attorney to protect its recovery rights under this section, then the member may subtract from the money to be paid back to Moda 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, out of any recovery made by the member from the third party, including without limitation any and all amounts from the first dollars paid or payable to the member (including his or her legal representatives, estate or heirs, or any trust established for the purpose of paying for the future income, care or medical expenses of the member), regardless of the characterization of the recovery, whether or not the member is made whole, or whether or not any amounts are paid or payable directly by the third party, an insurer or another source. Moda'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, 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 may do one or more of the following, at its option:

- a. The member shall cooperate with Moda to protect its recovery rights, including by:
  - i. Signing and delivering any documents Moda reasonably requires to protect its rights, including a Third Party Reimbursement Questionnaire and Agreement. If the member has retained an attorney, then the attorney must also sign the agreement. Moda will not be required to pay benefits until the agreement is properly signed and returned
  - ii. Providing any information to Moda 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 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 by the member's provider
  - iv. Taking such actions as Moda may reasonably request to assist it in enforcing its third party recovery rights
- b. The member and his or her representatives are obligated to notify Moda 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 from the third party.
  - c. By accepting payment of benefits by Moda, the member agrees that Moda 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 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 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.
  - g. If the member continues to receive treatment for a medical condition after obtaining a settlement or recovery from a third party, Moda 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 has the right to not advance payment or to suspend payment of any benefits, or to recover any benefits it has advanced, for any medical condition resulting from the event giving rise to, or the allegations in, the third party claim. Moda 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.

## 10.5 MEDICARE

The Plan coordinates benefits with Medicare as required under federal government rules and regulations. 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 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.

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

## **SECTION 11. MISCELLANEOUS PROVISIONS**

### **11.1 MODIFICATION OF POLICY**

Moda will provide notification of a change in covered services, benefits or premiums to the subscriber at least 45 days before the change is effective.

### **11.2 RIGHT TO COLLECT & RELEASE NEEDED INFORMATION**

In order to receive benefits, the member must give or authorize a provider to give Moda any information needed to pay benefits. Moda 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. Protected health information includes enrollment, claims, and medical and dental information. Moda uses such information internally for claims payment, referrals and authorization of services, and business operations such as case management and quality management programs. Moda does not sell this information. The Notice of Privacy Practices provides more detail about how Moda uses members' information. A copy of the notice is available on the Moda 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, except that Moda shall pay amounts due under this policy directly to a provider upon a member's written request.

### **11.5 RECOVERY OF BENEFITS PAID BY MISTAKE**

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

## 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 ENTIRE POLICY

This policy plus the application and any declaration pages, addendums, endorsements or amendments are the entire contract between the parties. No promises, terms, conditions or obligations exist other than those contained in the contract. No change in this policy shall be valid until approved by an executive officer of Moda and unless the approval is endorsed or attached to the policy. No agent has authority to change this policy or to waive any of its provisions. This policy plus any application, declaration page, 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 is not responsible for the quality of medical care received, since all those who provide care do so as independent contractors. Moda 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 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 based on one or more of the following:

- a. **Nonpayment of premiums.** The subscriber has failed to pay premiums or contributions in accordance with the terms of this policy or Moda has not received timely premium payments
- b. **Fraud.** The subscriber has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this policy
- c. **Medicare.** When Moda has knowledge that a member is entitled to Medicare Part A or enrolled in Medicare Part B and it duplicates benefits under this policy.

- d. **Termination of plan.** Moda is ceasing to offer coverage in the individual market in accordance with the provisions in the next paragraph and applicable state law
- e. **Movement outside service area.** In the case of healthcare insurance coverage offered through a network plan, the subscriber no longer resides, lives, or works in the service area (or in an area for which Moda is authorized to do business) but only if such coverage is terminated under this paragraph uniformly without regard to any health status-related factor of the members
- f. **Association membership ceases.** In the case of healthcare insurance coverage that is made available in the individual market only through one or more bona fide associations, the membership of the subscriber in the association (on the basis of which the coverage is provided) ceases but only if such coverage is terminated under this paragraph uniformly without regard to any health status-related factor of the members

When Moda non-renews or discontinues healthcare insurance coverage in the individual market, there are requirements for uniform termination of coverage.

- a. **A healthcare insurance plan not offered.** In any case in which Moda decides to discontinue offering one healthcare insurance plan offered in the individual market, that plan may be discontinued only if:
  - i. Moda provides notice to each subscriber covered under that plan of such discontinuation at least 90 days prior to the date of the discontinuation of that plan
  - ii. Moda offers each subscriber covered under that plan the option to purchase any other individual healthcare insurance plan currently being offered for members in such market
  - iii. in exercising the option to discontinue coverage of a plan and in offering the option of coverage under other plans as described in the preceding bullet, Moda acts uniformly without regard to any health status-related factor of a current or prospective member
- b. **Discontinuance of all healthcare insurance plans.**
  - i. In general. In any case in which Moda elects to discontinue offering all healthcare insurance plans in the individual market in a state, these plans may be discontinued only if:
    - A. Moda provides notice to the applicable state authority and to each subscriber of such discontinuation at least 180 days prior to the date of the expiration of such plans
    - B. all healthcare insurance issued or delivered for issuance in the state in such market is discontinued and coverage under such health insurance plans in such market is not renewed
  - ii. Prohibition on market reentry. In the case of a discontinuation in the individual market as described in the preceding bullet, Moda may not provide for the issuance of any healthcare insurance plan in the market and the state involved during the 5-year period beginning on the date of the discontinuation of the last healthcare insurance plan not so renewed

Notwithstanding the regulations on discontinuance and nonrenewal, Moda is permitted to make uniform modification of healthcare insurance plans. At the time of plan renewal, Moda may modify any healthcare insurance plan offered to subscribers in the individual market so long as such modification is consistent with state law and effective on a uniform basis among all subscribers with that plan.

In applying this section in the case of healthcare insurance plans that are made available by Moda in the individual market to persons only through one or more associations, a reference to a person is deemed to include a reference to such an association (of which the person is a participating member).

### **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 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's rights to enforce the provisions of the Plan.

### **11.12 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 Alaska.

### **11.13 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 Alaska.

### **11.14 TIME LIMIT FOR FILING A LAWSUIT**

Any legal action arising out of, or related to, this policy and filed against Moda by a member or any third party must be filed in court at least 60 days, but no more than 3 years, after the time the claim was filed (see section 10.1.1). All internal levels of appeal under the Plan must be exhausted before filing a legal action in court.

### **11.15 TIME LIMIT ON CERTAIN DEFENSES**

After 3 years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for the policy shall be used to void the policy or to deny a claim for loss incurred commencing after the expiration of the 3-year period.

### **11.16 EVALUATION OF NEW TECHNOLOGY**

Moda 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

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
  - iii. the right to refuse treatment and to be informed of the possible medical result
  - iv. File a statement of wishes for treatment (i.e., an Advanced Directive), or give someone else the right to make healthcare choices when the member is unable to (Power of Attorney)
- e. Privacy. Personal and medical information will only be used or shared as required or allowed by state and federal law. Receive services as described in this handbook.
- 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.
- h. Make suggestions regarding Moda's member rights and responsibilities policy.

Members have the responsibility to:

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

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

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

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

**Authorization** see Prior Authorization.

**Autism Service Provider** means a Board Certified Behavior Analyst (BCBA), a Board Certified Assistant Behavior Analyst (BCaBA) practicing under the supervision of a BCBA, a Registered Behavior Technician (RBT) practicing under the supervision of a BCBA, or a state-licensed or state-certified healthcare professional providing services for autism spectrum disorder within the scope of his or her professional license.

**Autism Spectrum Disorders** has the meaning given in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders.

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

**Chemical Dependency** (including alcoholism) means a substance-related disorder, as defined by the current edition of the Diagnostic and Statistical Manual of Mental Disorders, except for those related to foods, tobacco or tobacco products.

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

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

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

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

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

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

**Creditable Coverage** means a member's prior healthcare coverage, including coverage remaining in force at the time a member obtains new coverage, as defined in 26 US Code §9801(c)(1).



**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 rendered to restore the ability to chew and to repair defects that have developed because of tooth loss.

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

**Domestic Partner** means a person joined with the subscriber in a partnership that has either been registered under the laws of any federal, state or local government or that meets the following criteria:

The domestic partner and subscriber

- a. Are at least 18 years of age
- b. Share a close personal relationship and are responsible for each other's welfare
- c. Are each other's sole domestic partner
- d. Are not legally married or registered and have not had a spouse or domestic partner within the prior 6 months. If previously married or in a partnership, the 6-month period starts on the final date of divorce or dissolution of partnership
- e. Are not related by blood closer than would bar marriage in the state of Alaska
- f. Were mentally competent to contract when their domestic partnership began
- g. Have jointly shared the same regular and permanent residence for at least 6 months
- h. Are jointly financially responsible for basic living expenses defined as the cost of food, shelter and any other expenses of maintaining a household. Financial information must be provided if requested

**Effective Date** means the 1<sup>st</sup> of the following month if an application is received on the 1<sup>st</sup> to 15<sup>th</sup> of a month, or the 1<sup>st</sup> of the second month if an application is received from the 16<sup>th</sup> to the last day of a month. For new dependents, effective date means the date of birth for a newborn child, the date of the adoption decree for an adopted child, and the date of placement for a child placed for adoption. 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 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 woman, in serious jeopardy without immediate medical attention.

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

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

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

**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

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

**First Health** means the travel network from which members can get care while traveling outside the network primary service area. The travel network is not available to members who are temporarily residing outside the primary service area. To find a First Health provider, members can search providers at <http://www.myfirsthealth.com>.

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

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

**Healthcare Insurance Plan** means a healthcare insurance policy or contract provided by a healthcare insurer but does not include an excepted benefits policy or contract.

**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 Pharmacy** means a pharmacy that is contracted under Moda to provide pharmacy services to members.

**Intensive Outpatient** means mental health or chemical dependency services more intensive than routine outpatient and less intensive than a partial hospital program. Mental health intensive outpatient is 3 or more hours per week of direct treatment. Chemical dependency intensive outpatient is 9 -19 hours per week for adults or 6-19 hours per week for adolescents.

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

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

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

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

MPA for Tier 3 services under the vision benefit is the lesser of the provider's billed charges or the 80<sup>th</sup> percentile of fees commonly charged for a given procedure in a given area.

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

MPA for emergency services received out-of-network is the greatest of the median Tier 1 and Tier 2 rates, the maximum amount as calculated according to this definition for Tier 3 providers and the Medicare allowable amount.

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

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

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

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

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

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

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

Moda 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 denied if proof of medical necessity is required but not provided by the health service provider.

Medically necessary care does not include custodial care.

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

**Member** means a person whose application for individual healthcare insurance 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 the diagnostic categories listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders.

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

**Moda** refers to Moda Assurance Company.

**Network** means a group of providers who contract to provide healthcare to members at negotiated rates. Such groups are called Preferred Provider Organizations (PPOs), and provide Tier 1 services in their specific service areas. Covered medical expenses will be paid at a higher rate when a Tier 1 provider is used (see Section 3).

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

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

**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 obtains Tier 1, Tier 2 and Tier 3 services, 3 separate out-of-pocket maximums apply. 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 chemical dependency facility providing no less than 4 hours of direct, structured treatment services per day. Chemical dependency partial hospital programs provide 20 or more hours of direct treatment per week. Partial hospital programs do not provide overnight 24-hour per day care.

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

The **Plan** is the individual healthcare insurance plan insured under the terms of this policy between the subscriber and Moda.

**Policy** means the contract between the subscriber and Moda that contains all the conditions of the insurance coverage. The policy includes the application, this document, and any declaration pages, addendums, appendices, amendments, endorsements and riders.

**Policy Year** means the period commencing on the effective date of the policy to the following December 31<sup>st</sup> and every 12 months from January 1<sup>st</sup> through December 31<sup>st</sup> thereafter. Moda renews the Plan every policy year, including benefits and rate adjustments.

**Prior Authorization** or **Prior Authorized** refers to obtaining approval by Moda 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 or a penalty (see Section 6).

**Professional Provider** means an autism service provider as defined above or any state-licensed or state-certified healthcare professionals, when providing medically necessary services within the scope of their license or certification. In all cases, the services must be covered under the Plan to be eligible for benefits.

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

**Residential Program** means a state licensed program or facility providing an organized full-day or part-day program of treatment. Residential programs provide overnight 24-hour per day care and include programs for treatment of mental health conditions or chemical dependency. Residential program does not include any program that provides less than 4 hours per day of direct treatment services.

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

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

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

**Tier 1** refers to providers that are contracted with Pioneer or Delta Dental Premier to provide care to members.

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

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

**TruHearing** refers to the hearing services network of audiologists and hearing instrument providers covered at Tier 1 benefit level.

**VSP** refers to the vision care network of providers covered at Tier 1 benefit level.

# Nondiscrimination notice

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

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

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

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

888-217-2363 (TDD/TTY 711)

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

**Please mail or fax it to:**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

અગત્યનું: જો તમે (ભાષાંતર કરેલ ભાષા અહીં દર્શાવેલ) 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 ហើយត្រូវការសេវាកម្មជំនួយផ្នែកភាសាដោយឥតគិតថ្លៃ គឺមានផ្តល់ជូនលោកអ្នក។ សូមទូរស័ព្ទទៅកាន់លេខ 1-877-605-3229 (TTY: 711)

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

โปรดทราบ: หากคุณพูดภาษาไทย คุณสมารถใช้บริการช่วยเหลือด้านภาษาได้ฟรี 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 844-274-9117.  
(En Español: 888-786-7461)

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