



MOLINA MARKETPLACE



PO Box 349020  
Columbus, Ohio 43234-9020

# 2014

Molina Healthcare of Ohio, Inc. Agreement and  
Individual Evidence of Coverage

## Molina Marketplace – Gold Plan

### Ohio

*NOTICE: SUBSCRIBER HAS THE RIGHT TO RESCIND THIS MOLINA HEALTHCARE OF OHIO, INC. AGREEMENT AND INDIVIDUAL EVIDENCE OF COVERAGE (THE "EOC") UNTIL MIDNIGHT OF THE TENTH DAY AFTER THE DATE HE OR SHE RECEIVED THIS EOC. IF SUBSCRIBER RESCINDS THE EOC DURING THAT PERIOD, WE WILL CHARGE THE SUBSCRIBER PREMIUM FOR THE NUMBER OF DAYS THAT THE EOC WAS IN EFFECT. THIS RIGHT TO RESCIND ENDS IF ANY MEMBER MAKES A CLAIM FOR BENEFITS OR RECEIVES COVERED SERVICES BEFORE THE RIGHT TO RESCIND IS EXERCISED.*

*TO RESCIND THIS POLICY, RETURN THIS EOC TO:  
MOLINA HEALTHCARE OF OHIO, INC.  
PO BOX 349020  
COLUMBUS, OHIO 43234-9020*

*PLEASE TELL US YOUR NAME AND THAT YOU WANT TO RESCIND THE EOC, ALTHOUGH YOU DO NOT NEED TO TELL US WHY.*

*NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DOCTORS AND HOSPITALS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.*

*NOTICE: IF YOU ARE A QUALIFYING AMERICAN INDIAN OR ALASKAN NATIVE, YOU WILL HAVE NO COST SHARING IF YOU OBTAIN COVERED SERVICES FROM ANY PARTICIPATING TRIBAL HEALTH PROVIDER. HOWEVER, YOU WILL BE RESPONSIBLE FOR COST SHARING UNDER THIS PLAN FOR ANY COVERED SERVICES NOT PROVIDED BY A PARTICIPATING TRIBAL HEALTH PROVIDER. TRIBAL HEALTH PROVIDERS INCLUDE THE INDIAN HEALTH SERVICE, AN INDIAN TRIBE, TRIBAL ORGANIZATION, OR URBAN INDIAN ORGANIZATION.*

# Molina Healthcare of Ohio, Inc. Agreement and Individual Evidence of Coverage

## Molina Marketplace – Gold Plan



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Columbus, Ohio 43234-9020

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This Molina Healthcare of Ohio, Inc. Agreement and Individual Evidence of Coverage (also called the “**EOC**” or “**Agreement**”) is issued by Molina Healthcare of Ohio, Inc. (“**Molina Healthcare**”, “**Molina**”, “**we**”, or “**our**”), to the Subscriber or Member whose identification cards are issued with this Agreement. In consideration of statements made in any required application and timely payment of Premiums, Molina agrees to provide the Benefits and Coverage as described in this Agreement.

This Agreement (including the Schedule of Benefits), amendments to this Agreement, and any application(s) submitted to Molina and/or the Marketplace to obtain coverage under this Agreement, including the applicable rate sheet for this plan, are incorporated into this Agreement by reference, and constitute the legally binding contract between Molina and the Subscriber.

## **WELCOME**

Welcome to Molina Healthcare!

Here at Molina, we’ll help You meet Your medical needs.

If You are a Molina Member, this EOC tells You what services You can get.

Molina is a Ohio licensed Health Insurance Corporation.

If You have any questions about anything in this EOC, about Molina, or if You need this information in another language, large print, Braille, or audio, You may call or write to us at:

Molina Healthcare of Ohio, Inc.  
Customer Support Center  
PO Box 349020  
Columbus, Ohio 43234-9020  
**1 (888) 296-7677**  
[www.molinahealthcare.com](http://www.molinahealthcare.com)

If You are deaf or hard of hearing You may contact us through our dedicated TTY line, toll-free, at 1 (800) 750-0750 or by dialing 711 for the National Relay Service.

This (policy or certificate) is not a Medicare supplement (policy or certificate). If you are eligible for Medicare, review the “Guide to Health Insurance for People with Medicare” available from Molina.

**MOLINA HEALTHCARE OF OHIO, INC.  
SCHEDULE OF BENEFITS**

**THIS PRODUCT INCLUDES ESSENTIAL HEALTH BENEFITS (INCLUDING PREVENTIVE SERVICES):**

**Your Covered Services include Essential Health Benefits as determined by the Affordable Care Act. Your Essential Health Benefits coverage includes at least the 10 categories of benefits as follows: ambulatory patient care; Emergency Services; hospitalization; maternity and newborn care; mental health and substance use disorder services (including behavioral health treatment); prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; pediatric services (including dental and vision care for Members under the age of 19). Please see the section titled “What Is Covered Under My Plan?” in this EOC for a full description of Covered Services, including the Essential Health Benefits. Please note that pediatric dental services will be separately provided through a stand-alone dental plan that is certified by the Marketplace.**

<b>Deductible Type</b>		<b>You Pay</b>
<b>Medical Deductible</b> (Applies only to outpatient and inpatient hospital/facility services.)		
Individual		\$250
Entire Family of 2 or more		\$500
<b>Other Deductibles</b>		
<b>Prescription Drug Deductible</b> (Applies to Non-Preferred Brand and Specialty Drugs)		
Individual		\$0
Entire Family of 2 or more		\$0

<b>Annual Out of Pocket Maximum</b>	<b>You Pay</b>
<b>Individual</b>	\$6,350
<b>Entire Family of 2 or more</b>	\$12,700

<b>Emergency and Urgent Care Services</b>		<b>You Pay</b>
<b>Emergency Room*</b>	\$250	Copayment per visit
<b>Urgent Care</b>	\$60	Copayment per visit

**\*This cost does not apply, if admitted directly to the hospital for inpatient services (Refer to Inpatient Hospital Services, for applicable Cost Sharing to You)**

<b>Outpatient Professional Services</b>	<b>You Pay</b>
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<b>Office Visits</b>		
Preventive Care. (Includes prenatal and first postpartum exam)	No Charge	
Primary Care	\$20	Copayment per visit
Specialty Care	\$50	Copayment per visit
Other Practitioner Care	\$50	Copayment per visit
<b>Diabetes Care</b>	\$20	Copayment per visit
<b>Infertility Services</b> (Diagnostic and exploratory procedures to determine infertility)	\$20	Copayment per visit
<b>Habilitative Services</b>	20%	Coinsurance
<b>Rehabilitative Services</b>	20%	Coinsurance
<b>Mental Health Services</b>	\$50	Copayment per visit
<b>Substance Abuse Services</b>	\$50	Copayment per visit
<b>Dental Services Related to Accidental Injury</b>	20%	Coinsurance
<b>Vision Services Related to Accidental Injury or Diseases Affecting the Eye</b>	20%	Coinsurance
<b>Pediatric Vision Services (for Members under Age 19 only)</b>		
<b>Vision Exam.</b> (screening and exam, limited to 1 each calendar year)	No Charge	
<b>Prescription Glasses</b>		
Frames	(Limited to one pair of frames every 12 months)	No Charge
Lenses	Limited to one pair of prescription lenses every 12 months <ul style="list-style-type: none"> <li>• Single vision, lined bifocal, lined trifocal, lenticular lenses, polycarbonate lenses</li> <li>• All lenses include scratch resistant coating, UV protection</li> </ul>	No Charge
<b>Prescription Contact Lenses</b>		
Limited to one pair once every 12 months, in lieu of prescription glasses) as Medically Necessary for specified medical conditions		No Charge
<b>Low Vision Optical Devices and Services.</b> (Subject to	20%	Coinsurance

limitations and Prior Authorization applies)		
<b>Family Planning</b>	No Charge	

**\*\*General medical care provided by a Participating Provider**

<b>Outpatient Hospital / Facility Services</b>		<b>You Pay</b>	
<b>Outpatient Surgery</b>			
Professional	20%	Coinsurance	
Facility	20%	Coinsurance	
<b>Infertility Services</b> (Exploratory procedures to correct diagnosed disease or condition of the reproductive organs)	20%	Coinsurance	
<b>Specialized Scanning Services</b>			
CT Scan	20%	Coinsurance	
PET Scan	20%	Coinsurance	
MRI	20%	Coinsurance	
<b>Radiology Services</b>	\$50	Copayment	
<b>Laboratory Tests</b>	\$20	Copayment	
Laboratory tests to screen for and determine onset of diabetes, including gestational diabetes	No Charge		
<b>Mental Health</b>			
Outpatient Intensive Psychiatric Treatment Programs	20%	Coinsurance	

<b>Inpatient Hospital Services</b>		<b>You Pay</b>	
<b>Medical / Surgical</b>			
Professional	20%	Coinsurance	
Facility	20%	Coinsurance	
<b>Infertility Services</b> (Exploratory procedures to correct diagnosed disease or condition of the reproductive organs)	20%	Coinsurance	
<b>Maternity Care.</b> (professional and facility services)	20%	Coinsurance	
<b>Mental Health.</b> (Inpatient Psychiatric Hospitalization)	20%	Coinsurance	
<b>Substance Abuse</b>			
Inpatient Detoxification	20%	Coinsurance	
Transitional Residential Recovery Services	20%	Coinsurance	
<b>Rehabilitation Services.</b> (60-day Limit per calendar year)	20%	Coinsurance	



<b>Skilled Nursing Facility.</b> (90 days per calendar year)	20%	Coinsurance
<b>Hospice Care</b>	0%	Coinsurance

<b>Prescription Drug Coverage</b>	<b>You Pay</b>	
<b>Formulary Generic Drugs</b>	\$20	Copayment
<b>Formulary Preferred Brand Drugs</b>	\$50	Copayment
<b>Formulary Non-Preferred Brand Drugs</b>	20%	Coinsurance
<b>Specialty Drugs (Oral and Injectable Drugs)</b>	20%	Coinsurance

Please refer to Page 50 for a description of Prescription Drug Benefits

<b>Ancillary Services</b>	<b>You Pay</b>	
<ul style="list-style-type: none"> <li><b>Durable Medical Equipment</b> - All equipment and supplies other than for diabetes care</li> <li><b>Diabetes Care</b> - Podiatric devices to prevent or treat diabetes related foot problems</li> </ul>	20%	Coinsurance
<b>Home Healthcare</b> (Limit of 100-Visits per year)	\$50	Copayment per visit
<b>Emergency Medical Transportation</b> (Ambulance)	\$250	Copayment
<b>Non-Emergency Medical and Non-Medical Transportation.</b> (Combined limit of 4 round trips per month)	N/A	Not Covered

<b>Other Services</b>	<b>You Pay</b>	
<b>Dialysis Services</b>	\$50	Copayment
<b>Diabetes Health Education Services</b>	No Charge	

## **INTRODUCTION**

### **Thank You for choosing Molina as Your health plan.**

This document is called Your “Molina Healthcare of Ohio, Inc. Agreement and Individual Evidence of Coverage” (Your “Agreement” or “EOC”). The EOC tells You how You can get services through Molina. It also sets out the terms and conditions of coverage under this Agreement. It sets out Your rights and responsibilities as a Molina Member and how to contact Molina. Please read this EOC completely and carefully. Keep it in a safe place where You can get to it quickly. If You have special health care needs, carefully read the sections that apply to You.

### **Molina is here to serve You.**

Call Molina if You have questions or concerns. Our helpful and friendly staff will be happy to help You. We can help You choose a doctor, or make an appointment. We can also listen and respond to Your questions about Your benefits, Molina, Your doctor, or any other Molina services. We can listen and respond to your complaints.

Call us toll-free at 1 (888) 296-7677. Call between 7:00 a.m. to 7:00 p.m. ET Monday through Friday. If You are deaf or hard of hearing, You may contact us through our dedicated TTY line. The toll-free number is 1 (800) 750-0750. You can also dial 711 for the National Relay Service.

If You move from the address You had when You enrolled with Molina or change phone numbers, please contact our Customer Support Center to update that information.

Sharing Your updated address and phone number with Molina will help us get information to You. This will allow us to send newsletters and other materials, or to reach You by phone if we need to contact You.

## YOUR PRIVACY

**Your privacy is important to us.** We respect and protect Your privacy. Molina uses and shares Your information to provide You with health benefits. We want to let You know how Your information is used or shared.

### Your Protected Health Information

**PHI** means *protected health information*. PHI is health information that includes Your name, Member number or other identifiers, and is used or shared by Molina.

### Why does Molina use or share our Members' PHI?

- To provide for Your treatment
- To pay for Your health care
- To review the quality of the care You get
- To tell You about Your choices for care
- To run our health plan
- To use or share PHI for other purposes as required or permitted by law.

**When does Molina need Your written authorization (approval) to use or share Your PHI?**  
Molina needs Your written approval to use or share Your PHI for purposes not listed above.

### What are Your privacy rights?

- To look at Your PHI
- To get a copy of Your PHI
- To amend Your PHI
- To ask us to not use or share Your PHI in certain ways
- To get a list of certain people or places we have given Your PHI

### How does Molina protect Your PHI?

Molina uses many ways to protect PHI across our health plan. This includes PHI in written word, spoken word, or in a computer. Below are some ways Molina protects PHI:

- Molina has policies and rules to protect PHI.
- Molina limits who may see PHI. Only Molina staff with a need to know PHI may use it.
- Molina staff is trained on how to protect and secure PHI.
- Molina staff must agree in writing to follow the rules and policies that protect and secure PHI
- Molina secures PHI in our computers. PHI in our computers is kept private by using firewalls and passwords.

**The above is only a summary. Our Notice of Privacy Practices has more information about how we use and share our Members' PHI. Our Notice of Privacy Practices is in the following section of this EOC. It is on our web site at [www.molinahealthcare.com](http://www.molinahealthcare.com). You may also get a copy of our Notice of Privacy Practices by calling our Customer Support Center. The number is 1-888-296-7677.**

## **NOTICE OF PRIVACY PRACTICES MOLINA HEALTHCARE OF OHIO, INC.**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

Molina Healthcare of Ohio, Inc. (“**Molina Healthcare**”, “**Molina**”, “**we**” or “**our**”) uses and shares protected health information about You to provide Your health benefits. We use and share Your information to carry out treatment, payment and health care operations. We also use and share Your information for other reasons as allowed and required by law. We have the duty to keep Your health information private and to follow the terms of this Notice. The effective date of this Notice is January 1, 2014.

**PHI** stands for these words, protected health information. PHI means health information that includes Your name, Member number or other identifiers, and is used or shared by Molina.

### **Why does Molina use or share Your PHI?**

We use or share Your PHI to provide You with healthcare benefits. Your PHI is used or shared for treatment, payment, and health care operations.

### **For Treatment**

Molina may use or share Your PHI to give You, or arrange for, Your medical care. This treatment also includes referrals between Your doctors or other health care providers. For example, we may share information about Your health condition with a specialist. This helps the specialist talk about Your treatment with Your doctor.

### **For Payment**

Molina may use or share PHI to make decisions on payment. This may include claims, approvals for treatment, and decisions about medical need. Your name, Your condition, Your treatment, and supplies given may be written on the bill. For example, we may let a doctor know that You have our benefits. We would also tell the doctor the amount of the bill that we would pay.

### **For Health Care Operations**

Molina may use or share PHI about You to run our health plan. For example, we may use information from Your claim to let You know about a health program that could help You. We may also use or share Your PHI to solve Member concerns. Your PHI may also be used to see that claims are paid right.

Health care operations involve many daily business needs. It includes but is not limited to, the following:

- Improving quality;
- Actions in health programs to help Members with certain conditions (such as asthma);
- Conducting or arranging for medical review;
- Legal services, including fraud and abuse detection and prosecution programs;
- Actions to help us obey laws;
- Address Member needs, including solving complaints and grievances.

We will share Your PHI with other companies (“**business associates**”) that perform different kinds of activities for our health plan. We may also use Your PHI to give You reminders about Your appointments. We may use Your PHI to give You information about other treatment, or other health-related benefits and services.

**When can Molina use or share Your PHI without getting written authorization (approval) from You?**

The law allows or requires Molina to use and share Your PHI for several other purposes including the following:

**Required by law**

We will use or share information about You as required by law. We will share Your PHI when required by the Secretary of the Department of Health and Human Services (HHS). This may be for a court case, other legal review, or when required for law enforcement purposes.

**Public Health**

Your PHI may be used or shared for public health activities. This may include helping public health agencies to prevent or control disease.

**Health Care Oversight**

Your PHI may be used or shared with government agencies. They may need Your PHI for audits.

**Research**

Your PHI may be used or shared for research in certain cases.

**Law Enforcement**

Your PHI may be used or shared with police to help find a suspect, witness or missing person.

**Health and Safety**

Your PHI may be shared to prevent a serious threat to public health or safety.

**Government Functions**

Your PHI may be shared with the government for special functions. An example would be to protect the President.

**Victims of Abuse, Neglect or Domestic Violence**

Your PHI may be shared with legal authorities if we believe that a person is a victim of abuse or neglect.

**Workers Compensation**

Your PHI may be used or shared to obey Workers Compensation laws.

**Other Disclosures**

Your PHI may be shared with funeral directors or coroners to help them to do their jobs.

**When does Molina need Your written authorization (approval) to use or share Your PHI?**

Molina needs Your written approval to use or share Your PHI for a purpose other than those listed in this Notice. Molina needs Your authorization before we disclose Your PHI for the following: (1) most uses and disclosures of psychotherapy notes; (2) uses and disclosures for marketing purposes; and (3) uses and disclosures that involve the sale of PHI. You may cancel a

written approval that You have given us. Your cancellation will not apply to actions already taken by us because of the approval You already gave to us.

### **What are Your health information rights?**

You have the right to:

- **Request Restrictions on PHI Uses or Disclosures (Sharing of Your PHI)**  
You may ask us not to share Your PHI to carry out treatment, payment or health care operations. You may also ask us not to share Your PHI with family, friends or other persons You name who are involved in Your health care. However, we are not required to agree to Your request. You will need to make Your request in writing. You may use Molina's form to make Your request.
- **Request Confidential Communications of PHI**  
You may ask Molina to give You Your PHI in a certain way or at a certain place to help keep Your PHI private. We will follow reasonable requests, if You tell us how sharing all or a part of that PHI could put Your life at risk. You will need to make Your request in writing. You may use Molina's form to make Your request.
- **Review and Copy Your PHI**  
You have a right to review and get a copy of Your PHI held by us. This may include records used in making coverage, claims and other decisions as a Molina Member. You will need to make Your request in writing. You may use Molina's form to make Your request. We may charge You a reasonable fee for copying and mailing the records. In certain cases we may deny the request. *Important Note: We do not have complete copies of Your medical records. If you want to look at, get a copy of, or change Your medical records, please contact Your doctor or clinic.*
- **Amend Your PHI**  
You may ask that we amend (change) Your PHI. This involves only those records kept by us about You as a Member. You will need to make Your request in writing. You may use Molina's form to make Your request. You may file a letter disagreeing with us if we deny the request.
- **Receive an Accounting of PHI Disclosures (Sharing of Your PHI)**  
You may ask that we give You a list of certain parties that we shared Your PHI with during the six years prior to the date of Your request. The list will not include PHI shared as follows:
  - for treatment, payment or health care operations;
  - to persons about their own PHI;
  - sharing done with Your authorization;
  - incident to a use or disclosure otherwise permitted or required under applicable law;
  - PHI released in the interest of national security or for intelligence purposes; or
  - as part of a limited data set in accordance with applicable law.

We will charge a reasonable fee for each list if You ask for this list more than once in a 12-month period. You will need to make Your request in writing. You may use Molina's form to make Your request.

You may make any of the requests listed above, or may get a paper copy of this Notice. Please call our Customer Support Center at 1-888-296-7677.

**What can You do if Your rights have not been protected?**

You may complain to Molina and to the Department of Health and Human Services if You believe Your privacy rights have been violated. We will not do anything against You for filing a complaint. Your care and benefits will not change in any way.

You may complain to us at:

Customer Support Center  
PO Box 349020  
Columbus, Ohio 43234-9020  
1-888-296-7677

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services at:

Office for Civil Rights  
U.S. Department of Health & Human Services  
233 North Michigan Avenue, Suite 240  
Chicago, Illinois 60601  
1 (800) 368-1019; 1 (800) 537-7697 (TDD)  
1 (312) 886-1807 (FAX)

**What are the duties of Molina Healthcare?**

Molina is required to:

- Keep Your PHI private;
- Give You written information such as this on our duties and privacy practices about Your PHI;
- Provide you with a notice in the event of any breach of your unsecured PHI;
- Not use or disclose your genetic information for underwriting purposes;
- Follow the terms of this Notice.

**This Notice is Subject to Change**

**Molina reserves the right to change its information practices and terms of this Notice at any time. If we do, the new terms and practices will then apply to all PHI we keep. If we make any material changes, Molina will post the revised Notice on our web site and send the revised Notice, or information about the material change and how to obtain the revised Notice, in our next annual mailing to our members then covered by Molina.**

Contact Information

If You have any questions, please contact the following office:

Customer Support Center  
PO Box 349020  
Columbus, Ohio 43234-9020  
Phone: 1-888-296-7677

## DEFINITIONS

Some of the words used in this EOC do not have their usual meaning. Health plans use these words in a special way. When we use a word with a special meaning in only one section of this EOC, we explain what it means in that section. Words with special meaning used in any section of this EOC are explained in this “Definitions” section.

“**Affordable Care Act**” means the Patient Protection and Affordable Care Act of 2010 as amended by the Health Care and Education Reconciliation Act of 2010. It includes the federal regulations implementing this law and binding regulatory guidance issued by federal regulators.

“**Annual Out-of-Pocket Maximum**” is the total amount of Cost Sharing You may have to pay for Covered Services in a calendar year. The Annual Out-of-Pocket Maximum is specified in the Molina Healthcare of Ohio, Inc. Schedule of Benefits. The Annual Out-of-Pocket Maximum includes payments You have made towards the Deductible, Copayments, and Coinsurance.

“**Authorization or Authorized**” means a decision to approve specialty or other Medically Necessary care for a Member by the Member’s PCP, medical group or Molina. This is usually called an “approval.”

“**Benefits and Coverage**” (also referred to as “**Covered Services**”) means the healthcare services that You are entitled to receive from Molina under this Agreement.

“**Coinsurance**” is a percentage of the charges for Covered Services You must pay when You receive Covered Services. The Coinsurance amount is calculated as a percentage of the rates that Molina has agreed to with the Participating Provider. Coinsurances are listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits. Some Covered Services do not have Coinsurance, and may apply a Deductible or Copayment.

“**Copayment**” is a specific dollar amount You must pay when You receive Covered Services. Copayments are listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits. Some Covered Services do not have a Copayment, and may apply a Deductible or Coinsurance.

“**Cost Sharing**” is the Deductible, Copayment, or Coinsurance that You must pay for Covered Services under this Agreement. The Cost Sharing amount You will be required to pay for each type of Covered Service is listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits at the beginning of this EOC.

“**Deductible**” is the amount You must pay in a calendar year for Covered Services You receive before Molina will cover those services at the applicable Copayment or Coinsurance. The amount that you pay towards your Deductible is based on the rates that Molina has agreed to with the Participating Provider.

Deductibles are listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits. Please refer to the Molina Healthcare of Ohio, Inc. Schedule of Benefits to see what Covered Services are subject to the Deductible and the Deductible amount.

Your plan may have separate Deductible amounts for specified Covered Services. If this is the case, amounts paid towards one type of Deductible cannot be used to satisfy a different type of Deductible. When Molina covers services at “no charge” subject to the Deductible and You have



not met Your Deductible amount, You must pay the charges for the services. When preventive services covered by this Agreement are included in the Essential Health Benefits, You will not pay any Deductible or other Cost Sharing towards such preventive services.

“**Dependent**” means a Member who meets the eligibility requirements as a Dependent, as described in this EOC.

“**Drug Formulary**” is Molina’s list of approved drugs that doctors can order for You.

“**Durable Medical Equipment**” is medical equipment that serves a repeated medical purpose and is intended for repeated use. It is generally not useful to You if you are not ill or injured and does not include accessories primarily for Your comfort or convenience. Examples include, without limitation:

- oxygen equipment,
- blood glucose monitors,
- apnea monitors,
- nebulizer machines,
- insulin pumps,
- wheelchairs and crutches.

“**Emergency**” or “**Emergency Medical Condition**” means the acute onset of a medical condition or a psychiatric condition that has acute symptoms of sufficient severity (including severe pain), such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect that the absence of immediate medical attention could result in:

- 1) placing the health of the Member (or in the case of a pregnant woman, the health of the woman and her unborn child) in serious jeopardy,
- 2) serious impairment to bodily functions, or
- 3) serious dysfunction of any bodily organ or part.

“**Emergency Services**” mean health care services needed to evaluate, stabilize or treat an Emergency Medical Condition.

“**Essential Health Benefits**” or “**EHB**” means a standardized set of essential health benefits that are required to be offered by Molina to You and/or Your Dependents, as defined by the Affordable Care Act. Essential Health Benefits covers at least the following 10 categories of benefits:

- Ambulatory patient care
- Emergency services
- Hospitalization
- Maternity and newborn care
- Mental health and substance use disorder services. Includes behavioral health treatment
- Prescription drugs
- Rehabilitative and habilitative services and devices
- Laboratory services
- Preventive and wellness services and chronic disease management
- Pediatric services. Includes dental\* and vision care for Members under the age of 19

\*Pediatric dental services will be separately provided through a stand-alone dental plan that is certified by the Marketplace.

**“Experimental or Investigational”** means any medical service including procedures, medications, facilities, and devices that Molina has determined have not been demonstrated as safe or effective compared with conventional medical services.

**“Marketplace”** means a governmental agency or non-profit entity that meets the applicable standards of the Affordable Care Act and helps residents of the State of Ohio buy qualified health plan coverage from insurance companies or health plans such as Molina. The Marketplace may be run as a state-based marketplace, a federally-facilitated marketplace or a partnership marketplace. For the purposes of this Agreement, the term refers to the Marketplace operating in the State of Ohio, however, it may be organized and run.

**“Medically Necessary”** or **“Medical Necessity”** means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- 1) In accordance with generally accepted standards of medical practice;
- 2) Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient’s illness, injury or disease; and
- 3) Not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient’s illness, injury or disease.

For these purposes, “generally accepted standards of medical practice” means standards that are based on credible scientific evidence published in peer-reviewed medical literature. This literature is generally recognized by the relevant medical community, physician specialty society recommendations, the views of physicians practicing in relevant clinical areas and any other relevant factors.

**“Molina Healthcare of Ohio, Inc. (“Molina Healthcare” or “Molina”)**” means the corporation licensed by Ohio as a Health Insurance Corporation, and contracted with the Marketplace. This EOC sometimes refers to Molina as “we” or “our”.

**“Molina Healthcare of Ohio, Inc. Agreement and Individual Evidence of Coverage”** means this booklet, which has information about Your benefits. It is also called the “EOC” or “Agreement”.

**“Member”** means an individual who is eligible and enrolled under this Agreement, and for whom we have received applicable Premiums. The term includes a Subscriber and a Dependent. This EOC sometimes refers to a Member as “You” or “Your”.

**“Non-Participating Provider”** refers to those physicians, hospitals, and other providers that have not entered into contracts to provide Covered Services to Members.

**“Other Practitioner”** refers to Participating Providers who provide Covered Services to Members within the scope of their license, but are not Primary Care Physicians or Specialist Physicians.

**“Participating Provider”** refers to those providers, including hospitals and physicians, that have entered into contracts to provide Covered Services to Members through this product offered and

sold through the Marketplace.

“**Premiums**” mean periodic membership charges paid by or on behalf of each Member. Premiums are in addition to Cost Sharing.

“**Primary Care Doctor**” (also a “**Primary Care Physician**” and “**Personal Doctor**”) is the doctor who takes care of Your health care needs. Your Primary Care Doctor has Your medical history. Your Primary Care Doctor makes sure You get needed health care services. A Primary Care Doctor may refer You to specialists or other services. A Primary Care Doctor may be one of the following types of doctors:

- Family or general practice doctors who usually can see the whole family.
- Internal medicine doctors, who usually only see adults and children 14 years or older.
- Pediatricians, who see children from newborn to age 18 or 21.
- Obstetricians and gynecologists (OB/GYNs).

“**Primary Care Provider**” or “**PCP**” means 1) a Primary Care Doctor, or 2) individual practice association (IPA) or group of licensed doctors which provides primary care services through the Primary Care Doctor.

**Prior Authorization** means a request for You to receive a Covered Service from Your doctor. Molina’s Medical Directors and Your doctor review the Medical Necessity of Your care before the care or service is given to ensure it is appropriate for Your specific condition.

“**Referral**” means the process by which the Member’s Primary Care Doctor directs the Member to seek and obtain Covered Services from other providers.

“**Service Area**” means the geographic area in Ohio where Molina has been authorized by the Ohio Department of Insurance to market individual products sold through the Marketplace, enroll Members obtaining coverage through the Marketplace and provide benefits through approved individual health plans sold through the Marketplace.

“**Specialist Physician**” means any licensed, board-certified, or board-eligible physician who practices a specialty and who has entered into a contract to deliver Covered Services to Members.

“**Spouse**” means the Subscriber’s legal husband or wife. For purposes of this EOC, the term “Spouse” includes the Subscriber’s same-sex spouse. The Subscriber and same-sex spouse must be a couple who are registered domestic partners who meet all the requirements of Ohio law, sometimes referred to as a “Domestic Partnership” herein.

“**Subscriber**” means an individual who is a resident of Ohio, satisfies the eligibility requirements of this Agreement, is enrolled and accepted by Molina as the Subscriber, and has maintained membership with Molina in accord with the terms of this Agreement.

“**Urgent Care Services**” mean those health care services needed to prevent the serious deterioration of one’s health from an unforeseen medical condition or injury. The condition or injury does not pose a threat to the life, limb, or permanent health of the injured or ill person.

## ELIGIBILITY AND ENROLLMENT

### **When will My Molina Membership Begin?**

Your coverage begins on the Effective Date. The Effective Date is the date You meet all enrollment and Premium pre-payment requirements and are accepted by Molina and/or the Marketplace.

For coverage during the calendar year 2014, the initial open enrollment period begins October 1, 2013 and ends March 31, 2014. Your Effective Date for coverage during 2014 will depend on when You applied:

- If You applied on or before December 15, 2013, the Effective Date of Your coverage is January 1, 2014.
- If You applied between the first of the month and 15<sup>th</sup> of the month during the months of January, February or March 2014, the Effective Date of Your coverage is the first day of the following month.
- If You applied between the 16<sup>th</sup> of the month and the end of the month during the months of January, February or March 2014, the Effective Date of Your coverage is the first day of the second following month.

For coverage during the calendar year 2015, and every year thereafter, the annual open enrollment period will begin on October 15<sup>th</sup> and end on December 7<sup>th</sup> of the preceding calendar year. The Effective Date of coverage will be January 1 immediately following the open enrollment period.

If you fail to enroll during an open enrollment period, you may be able to enroll during a special enrollment period for which you are determined eligible. This is in accord with the special enrollment procedures established by the Marketplace. In such case, the Effective Date of coverage will be as determined by the Marketplace and/or Molina. Without limiting the above, the Marketplace and Molina will provide special monthly enrollment periods for eligible American Indians or Alaska Natives.

The Effective Date for coverage of new Dependents is described below in the section titled “Adding New Dependents.”

### **Who is Eligible?**

To enroll and continue enrollment, You must meet all of the eligibility requirements established by the Marketplace. Check the Marketplace’s website for eligibility criteria. Molina requires You to live or work in Molina’s Service Area for this product. If You have lost Your eligibility, as described in the section titled “When Will My Molina Membership End? (Termination of Benefits and Coverage)”, You will not be permitted to re-enroll.

**Dependents:** Subscribers who enroll in this product during the open enrollment period established by the Marketplace may also apply to enroll eligible Dependents who satisfy the eligibility requirements. Molina requires Dependents to live or work or reside in Molina’s Service Area for this product, except that Dependent Children living outside of Molina’s Service Area may be enrolled if the Subscriber is ordered by a court of competent jurisdiction to provide health care coverage to the Dependent Child. The following types of family members are considered Dependents:

- Spouse
- Children: The Subscriber's children or his or her Spouse's children (including legally adopted children and stepchildren). Each child is eligible to apply for enrollment as a Dependent until the age of 26 (the limiting age).
- Subscriber's grandchildren do not qualify as Dependents of the Subscriber unless the Subscriber or Subscriber's spouse is a legal guardian or as otherwise required by law.

**Age Limit for Children:**

Upon reaching the limiting age of 26 a Child is no longer eligible for continuation of coverage under this Agreement unless one of the following two exceptions applies:

- **Continued Coverage for Children Until Age 28:** At the Subscriber's request, coverage for Dependent unmarried children will be continued beyond the limiting age of 26 until the end of the month in which the unmarried Dependent child reaches the age of 28 if the Dependent child:
  - Is the natural child, stepchild or adopted child of the Subscriber.
  - Is a resident of Ohio or a full-time student at an accredited higher education institution.
  - Is not employed by an employer that offers any health benefit plan under which the Dependent child is eligible for coverage.
  - Is not eligible for coverage under Medicaid or Medicare.
- **Disabled Children:** Children who reach the limiting age of 26 are eligible to continue enrollment as a Dependent for coverage if all of the following conditions apply:
  - The child is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition; and
  - The child is chiefly dependent upon the Subscriber for support and maintenance.

Molina will provide the Subscriber with notice at least 90 days prior to the date the Subscriber's enrolled child reaches the limiting age at which the dependent child's coverage will terminate. The Subscriber must provide Molina with proof of his or her child's incapacity and dependency within 60 days of the date of receiving such notice from Molina in order to continue coverage for a disabled child past the limiting age.

The Subscriber must provide the proof of incapacity and dependency at no cost to Molina.

A disabled child may remain covered by Molina as a Dependent for as long as he or she remains incapacitated and continues to meet the eligibility criteria described above.

**Adding New Dependents:** To enroll a Dependent who first becomes eligible to enroll after You as the Subscriber are enrolled (such as a new Spouse, a newborn child or a newly adopted child), You must contact Molina and/or the Marketplace and submit any required application(s), forms and requested information for the Dependent. Requests to enroll a new Dependent must be submitted to Molina and/or the Marketplace within 60 days from the date the Dependent became eligible to enroll with Molina.

- **Spouse:** You can add a Spouse as long as You apply during the open enrollment period or during a period no longer than 60 days after any event listed below:
  - The Spouse loses “minimum essential coverage” through:
    - Government sponsored programs;
    - Employer-sponsored plans;
    - Individual market plans; or
    - any other coverage designated as “minimum essential coverage” in compliance with under the Affordable Care Act.
  - The date of Your marriage or the date the registration of Domestic Partnership is filed with the appropriate governmental entity in the State of Ohio that authorizes and registers Domestic Partnerships;
  - The Spouse, who was not previously a citizen, national, or lawfully present individual, gains such status.
- **Children Under 26 Years of Age:** You can add a Dependent under the age 26, including a stepchild, as long as You apply during the open enrollment period or during a period no longer than 60 days after any event listed below:
  - The child loses “minimum essential coverage” through:
    - Government sponsored programs;
    - Employer-sponsored plans;
    - Individual market plans; or
    - any other coverage designated as “minimum essential coverage” as defined by the Affordable Care Act;
  - The child becomes a Dependent through marriage, Domestic Partnership registration, birth, or adoption;
  - The child, who was not previously a citizen, national, or lawfully present individual, gains such status.
- **Newborn Child:** Coverage for a newborn child is from the moment of birth. However, if You do not enroll the newborn child within 60 days, the newborn is covered for only 31 days (including the date of birth).
- **Adopted Child:** Coverage for a newly adopted child or child placed with You or Your Spouse for adoption, is the date of adoption or placement for adoption or when You or Your Spouse gain the legal right to control the child’s health care, whichever is earlier. However, if You do not enroll the adopted child or child placed with You or Your Spouse within 60 days, the child is covered for only 31 days (including the date of adoption placement for adoption or when the legal right to control the child’s health care was gained, whichever is earlier).

For purposes of this requirement, “legal right to control health care” means You or Your Spouse have a signed written document (such as a health facility minor release report, a medical authorization form, or a relinquishment form) or other evidence that shows You or Your Spouse have the legal right to control the child’s health care.

Proof of the child’s date of birth or qualifying event will be required.

**Discontinuation of Dependent Benefits and Coverage:** Benefits and Coverage for Your Dependent will be discontinued on:

- The date the Dependent child attains age 26, unless the child is disabled and meets specified criteria. See the section titled “Age Limit for Children (Disabled Children)”, above, for more information.
- The date the Dependent child attains age 26, unless the child is unmarried and is either a resident of Ohio or a full-time student at an accredited higher education institution, and meets all of the specified criteria in the section titled “Age Limit for Children (Continued Coverage for Children Until Age 28)”, above. Coverage will continue until the end of the month in which the Dependent child attains age 28, provided the child continues to meet all of the criteria set out in the referenced section. NOTICE: We will not terminate coverage of a Dependent child due to a “medically necessary leave of absence” (as defined below) before the earlier of:
  - one (1) year after the first day of the medically necessary leave of absence; or
  - the date the Dependent child turns 28.

The term “medically necessary leave of absence” means the Dependent child’s leave of absence from a postsecondary educational institution that begins while the Dependent child is suffering from a serious illness or injury, is Medically Necessary, and causes the Dependent child to lose student status. You must provide us with a written certification from the Dependent child’s treating physician that the Dependent child is suffering from a serious illness or injury, and that the leave of absence is Medically Necessary.

- The date the Dependent Spouse enters a final decree of divorce, annulment, dissolution of marriage, or termination of the domestic partnership from the Subscriber.

## **MEMBER IDENTIFICATION CARD**

### **How do I Know if I am a Molina Member?**

You get a Member identification (ID) card from Molina. Your ID card comes in the mail. Your ID card lists Your Primary Care Doctor’s name and phone number. Carry Your ID card with You at all times. You must show Your ID card every time You get health care. If You lose Your ID card, call Molina toll-free at **1 (888) 296-7677**. We will be happy to send You a new card.

To get information about how health care services may be obtained, You can call Molina’s Customer Support Center toll-free. The number is 1 (888) 296-7677. Or call our 24-Hour Nurse Advice Line at 1 (888) 275-8750.

### **What Do I Do First?**

Look at Your Molina Member ID card. Check that Your name and date of birth are correct. Your card will tell You the name of Your doctor. This is Your Primary Care Doctor or PCP. This is Your main doctor. Your ID card also contains the following information:

- Your name (Member)
- Your Member Identification Number (ID #)
- Your date of Birth (DOB)
- Your Primary Care Doctor’s name (Provider)
- Your Primary Care Doctor’s office phone number (Provider Phone)
- The name of the medical group Your PCP is associated with (Provider Group)
- Molina’s 24 hour Nurse Advice Line toll-free number
- The toll-free number to Nurse Advice Line for Spanish speaking Members
- Toll free number for prescription related questions.
- The identifier for Molina’s prescription drug benefit
- Toll free number for hospitals to notify Molina of admissions for our Members
- Toll free number for emergency rooms to notify Molina of emergency room admissions for our Members

Your ID card is used by health care providers such as Your Primary Care Doctor, pharmacist, hospital and other health care providers to determine Your eligibility for services through Molina. When accessing care You may be asked to present Your ID card before services are provided.

## **ACCESSING CARE**

### **How Do I Get Medical Services Through Molina?**

(Choice of Doctors and Providers; Facilities)

PLEASE READ THE FOLLOWING INFORMATION. YOU WILL KNOW FROM WHO OR

**WHAT GROUP OF PROVIDERS' HEALTH CARE SERVICES MAY BE OBTAINED.**

Your Provider Directory includes a list of the Primary Care Providers and hospitals that are available to You as a Molina Member. You may visit Molina's website at [www.molinahealthcare.com](http://www.molinahealthcare.com) to view our online list of Participating Providers.

The first person You should call for any healthcare is Your Primary Care Provider.

If You need hospital or similar services, You must go to a facility that is a Participating Provider. For more information about which facilities are with Molina or where they are located, call Molina toll-free at **1 (888) 296-7677**. You may get Emergency Services or out of area Urgent Care Services in any emergency room or urgent care center, wherever located.

Here is a chart to help You learn where to go for medical services. The services You may need are listed in the boxes on the left. Find the service You need, look in the box just to the right of it and You will find out where to go.

<b>TYPE OF HELP YOU NEED:</b>	<b>WHERE TO GO. WHO TO CALL.</b>
<b>Emergency Care</b>	Call 911 or go to the nearest emergency room.  Even when outside Molina's network or Service Area, please call 911 or go to the nearest emergency room for Emergency care.
<b>Urgent Care Services</b>	Call Your PCP or Molina's 24-Hour Nurse Advice Line toll-free at 1 (888) 275-8750 or, for Spanish, at 1 (866) 648-3537. For out-of-area Urgent Care Services You may also go to the nearest urgent care center or emergency room.
<b>A physical exam, wellness visit or immunizations</b>	Go to Your PCP
<b>Treatment for an illness or injury that is not an Emergency</b>	Go to Your PCP
<b>Family planning services, such as:</b> <ul style="list-style-type: none"> <li>• Pregnancy tests</li> <li>• Birth control</li> <li>• Sterilization</li> </ul>	Go to any Participating Provider of Your choice. You do not need a Prior Authorization to get these services.
<b>Tests and treatment for sexually transmitted diseases (STDs)</b>	Go to any Participating Provider of Your choice. You do not need a Prior Authorization to get these services.
<b>To see an OB/GYN (woman's doctor)</b>	Women may go to any Participating Provider OB/GYN without a Referral or Prior Authorization. Ask Your doctor or call Molina's Customer Support Center if You do not know an OB/GYN.



TYPE OF HELP YOU NEED:	WHERE TO GO. WHO TO CALL.
<b>To see a specialist</b> (for example, cancer or heart doctor)	Go to Your PCP first. Your doctor will give You a Referral if needed. If You need Emergency Services or out-of-area Urgent Care Services, get help as directed under Emergency Care or Urgent Care Services above
<b>To have surgery</b>	Go to Your PCP first. Your doctor will give You a Referral if needed. If You need Emergency Services or out-of-area Urgent Care Services, get help as directed under Emergency Care or Urgent Care Services above
<b>To get a second opinion</b>	Consult your Provider Directory on our website at <a href="http://www.molinahealthcare.com">www.molinahealthcare.com</a> to find a Participating Provider for a second opinion..
<b>After-hours care</b>	Call Your PCP for an approval to an after-hours clinic or other appropriate care center. You can also call Molina's Nurse Advice Line. <ul style="list-style-type: none"> <li>• toll-free 1 (888) 275-8750</li> <li>• Spanish 1 (866) 648-3537.</li> </ul>

**What is a Primary Care Provider? (Primary Care Physician, Primary Care Doctor or PCP)**

A Primary Care Provider (or PCP) takes care of Your health care needs. A PCP knows You well. Call Your PCP when You are sick and You do not know what to do. You do not have to go to the emergency room unless You believe you have an Emergency Condition.

You may think that You should not see Your PCP until You are sick. That is not true.

Get to know Your PCP even when You are well. Go for yearly check-ups to stay healthy. Go to Your PCP for check-ups, tests and test results, shots, and when You are ill. Seeing Your PCP for check-ups allows problems to be found early. If You need special care, Your PCP will help You get it. Your PCP and You work together to keep You healthy.

If You want to know more about Your PCP or other Molina doctors, call us. Molina's Customer Support Center toll-free number is 1 (888) 296-7677.

**Choosing Your Doctor (Choice of Physician and Providers)**

For Your health care to be covered under this **product**, Your health care services must be received from Molina Participating Providers (doctors, hospitals, specialists or medical clinics), except in the case of Emergency Services or out of area Urgent Services. Please see page 27 for more information about the coverage of Emergency Services and out of area Urgent Services.

Our Provider Directory will help You get started in making decisions about Your health care. You will find a listing of doctors and hospitals that are available under Molina's health plan. You will also learn some helpful tips on how to use Molina's services and benefits. Your Provider

Directory was included in the materials You got from Molina. If You did not get a Provider Directory please call us. Our toll-free number is 1 (888) 296-7677.

In Your Provider Directory you can find:

- Names
- Addresses
- Telephone numbers
- Languages spoken
- Availability of service locations

You can also find whether or not a Participating Provider, including doctors, hospitals, specialists, or medical clinics, is accepting new patients in Your Provider Directory.

**Note: Some hospitals and providers may not provide some of the services that may be covered under this EOC that You or Your family member might need. This includes family planning, birth control, including Emergency contraception, sterilization, (including tubal ligation at the time of labor and delivery), or pregnancy termination services. You should get more information before You enroll.**

**Call Your doctor, medical group, or clinic. Or call the Customer Support Center toll-free at 1 (888) 296-7677 to make sure that You can get the health care services that You need.**

### **How Do I Choose a Primary Care Provider?**

It's easy to choose a Primary Care Provider (or PCP). Simply use our Provider Directory to select from a list of doctors. You may want to choose one doctor who will see Your whole family. Or, You may want to choose one doctor for Yourself and another one for Your family members. You may choose a physician who specializes in pediatrics as a child's Primary Care Provider. The pediatrician must be a Participating Provider with Molina.

Your PCP knows You well and takes care of all Your medical needs. Choose a PCP as soon as You can. It is important that You choose a PCP that You feel comfortable with.

Call and schedule Your first visit to get to know Your PCP. If You need help making an appointment, call us. Our toll-free number is 1 (888) 296-7677. We can also help You find a PCP. Tell us what is important to You in choosing a PCP. We are happy to help You. Call the Customer Support Center if You want more information about Your Molina doctor.

### **What if I Don't Choose a Primary Care Provider?**

Molina asks that You select a Primary Care Provider within 30 days of joining Molina. However, if You don't choose a PCP, Molina will choose one for You.

### **Changing Your Doctor**

#### **What if I Want to Change my Primary Care Provider?**

You can change Your PCP at any time. All changes completed by the 25th of the month will be in effect on the first day of the following calendar month. Any changes on or after the 26th of the month will be in effect on the first day of the second calendar month. But first visit Your doctor. Get to know Your PCP before changing. Having a good relationship with Your PCP is important to Your health care. Call the Customer Support Center if You want more information about Your Molina doctor.

### **Can my Doctor Request that I Change to a Different Primary Care Provider?**

Your doctor may request that You be changed to a different PCP for any of the following reasons:

- You are not following medical instructions (non-compliant behavior)
- You are being abusive, threatening or have violent behavior
- Doctor-patient relationship breakdown

### **How do I Change my Primary Care Provider?**

Call Molina toll-free at 1 (888) 296-7677. Call Monday through Friday, 7:00 a.m. to 7:00 p.m. ET. You may also visit Molina's website at [www.molinahealthcare.com](http://www.molinahealthcare.com). Here you can view our online list of doctors. Let us help You make the change.

Sometimes You may not be able to get the PCP You want. This may happen because:

- The PCP is no longer a Participating Provider with Molina.
- The PCP already has all the patients he or she can take care of right now.

### **What if my Doctor or Hospital is no Longer with Molina?**

If Your doctor (PCP or specialist) or a hospital is no longer with Molina, we will send You a letter to let You know. The letter will tell You how the change affects You. If Your PCP is no longer with Molina You can choose a different doctor. Our Molina Customer Support Center staff can help You make a choice.

If Molina is ending its contractual relationship with a PCP or hospital, then Molina will provide the Member written notice within 30-days after the contract ending between Molina and a:

- 1) PCP if the Member has received health care services from the PCP within the previous 12 months or if the Member selected the PCP within the previous 12 months; and a
- 2) hospital if the Member received health care services within the previous 12 months.

The notice will be mailed to the Subscriber at the Subscriber's last known address. Molina will pay for all Covered Services rendered to a Member by a PCP or hospital for a period of five days after the notification of the contract termination is mailed to the Subscriber at the Subscriber's last known address.

If You have been getting care from a doctor or hospital that is ending a contract with Molina, You may have a right to keep the same doctor or get care at the same hospital for a given time period. Please contact Molina's Customer Support Center.

If You have further questions, You are encouraged to contact the Ohio Department of Insurance at its toll-free number, 1 (800) 686-1526. Their toll-free TDD number for the deaf or hard of hearing is 1 (614) 644-3745; or online at <https://www.insurance.ohio.gov/Consumer/Ocs/pages/ConsCompl.aspx>.

### **What if there is no Participating Provider to provide a Covered Service?**

If there is no Participating Provider that can provide a Covered Service We will provide the Covered Service through a Non-Participating Provider in the same manner as and at no greater cost than the same Covered Services when rendered by Participating Providers. In addition, in the event that Molina becomes insolvent or otherwise discontinues operations Participating Providers will continue to provide Covered Services under certain circumstances.

Please contact Us toll-free at 1 (888) 296-7677 between 7:00 a.m. to 7:00 p.m. ET Monday through Friday. If You are deaf or hard of hearing, You may contact us through our dedicated TTY line. The toll-free number is 1 (800) 750-0750. You may also dial 711 for the National Relay Service for more information.

#### **24-Hour Nurse Advice Line**

**If You have questions or concerns about You or Your family's health, call our 24-Hour Nurse Advice Line at 1 (888) 275-8750. For Spanish call 1 (866) 648-3537. If You are deaf or hard of hearing you can access Nurse Advice with the National Relay Service by dialing 711. The Nurse Advice Line is staffed by Registered Nurses. They are open 24 hours a day, 365 days a year.**

#### **What is a Prior Authorization?**

A **Prior Authorization** is a request for You to receive a Covered Service from Your doctor. Molina's Medical Directors and Your doctor review the Medical Necessity of Your care before the care or service is given to ensure it is appropriate for Your specific condition.

#### **You do not need Prior Authorization for the following services:**

- Emergency or Urgent Care Services
- Female Members may self-refer to an OB/GYN
- Family planning services
- Human Immunodeficiency Virus (HIV) testing & counseling
- Services for sexually transmitted diseases

#### **You must get Prior Authorization for the following services, among others (except when for Emergency Services and Urgent Care Services):**

- All inpatient admissions
- Cardiac and pulmonary rehabilitation
- Certain high dollar injectable drugs and medications not listed on the Molina Drug Formulary)
- Cosmetic, plastic and reconstructive procedures
- Dental general anesthesia for dental restorations in Members 7 years old or older
- Dialysis – notification only
- Durable Medical Equipment that costs more than \$500
- All customized orthotics / prosthetics and braces. For example:
  - special braces, shoes or shoe supports
  - wheelchairs- manual, electric or scooters)
  - internally implanted hearing devices
- Enteral formulas and nutritional supplements and related supplies
- Experimental and Investigational procedures
- Habilitative services
- Home health care
- Home infusion therapy
- Hospice inpatient care – notification only

- Imaging -special testing such as :
  - CT (computed tomography)
  - MRI (magnetic resonance imaging)
  - MRA (magnetic resonance angiogram)
  - cardiac scan
  - PET (positron emission tomography) scan
- Mental health services provided by Other Practitioners (i.e., other than Your participating PCP or Specialist Physician – psychiatrist)
- Office based podiatry (foot) surgery
- Outpatient hospital / ambulatory surgery center procedures subject to exceptions\*
- Pain management services and procedures
- Pregnancy and delivery – notification only
- Rehabilitative services
- Specialty pharmacy
- Substance abuse services provided by Other Practitioners (i.e., other than Your participating PCP or Specialist Physician – psychiatrist)
- Transplant evaluation and related services, including related travel expenses, meals and lodging
- Transportation (non-emergent Medically Necessary ground and air ambulance, for example – medi-van, wheel chair van, ambulance, etc.)
- Any other services listed as requiring Prior Authorization in this EOC

\*Call Molina’s Customer Support Center at 1 (888) 296-7677 if You need to determine if Your service needs Prior Authorization.

If Molina denies a request for a Prior Authorization, You may appeal that decision as described below. If you and your provider decide to proceed with services that have been denied a Prior Authorization for benefits under this product, You may be responsible for the charges for the denied services.

Approvals are given based on medical need. If You have questions about how a certain service is approved, call Molina toll-free at 1 (888) 296-7677. If You are deaf or hard of hearing, call our dedicated TTY line toll-free at 1 (800) 750-0750. You may dial 711 for the National Relay Service. We will be happy to send You a general explanation of how that type of decision is made or send You a general explanation of the overall approval process if You request it.

<b>Request Types</b>	<b>Timeframe for Decision</b>	<b>Timeframe for Notification of Decision</b>
Prospective Review Determination	Two business days from receipt of all information reasonably necessary and requested by Molina	Within three business days of decision
Concurrent Review Determination	One business days from receipt of all information reasonably necessary and requested by Molina	Within one business day of decision
Retrospective Review Determination	30 calendar days from the receipt of all information reasonably necessary and requested by Molina	Within five business days of decision

Medical conditions that may cause a serious threat to Your health are processed as timely as is possible given the circumstances and will always be processed within no more than 72 hours from receipt of all information reasonably necessary and requested by Molina to make the determination or, if shorter, the period of time required under Section 2719 of the federal Public Health Services Act and subsequent rules and regulations. Molina processes requests for urgent specialty services immediately by telephone.

If a service is not Medically Necessary or is not a Covered Service, request for the service may be denied. You will get a letter telling You why it was denied. You or Your doctor may appeal the decision. The denial letter will tell You how to appeal. These instructions are also noted on page 75 of this EOC.

### **Reconsideration**

Your Participating Provider may request a reconsideration of a denial of a Routine or Concurrent Determination on Your behalf. The Participating Provider may not request a reconsideration without Your prior consent. The reconsideration will occur within three business days after We receive a written request for reconsideration.

You do not need to request a reconsideration of a denial prior to registering a complaint or requesting a review in the manner described in the Complaints section of this Agreement.

### **Standing Approvals**

If You have a condition or disease that requires specialized medical care over a prolonged period of time, You may need a standing approval. If You receive a standing approval to a specialist, You will not need to get Prior Authorization or a Referral every time You see that specialist. Also, if Your condition or disease is life threatening, worsening, or disabling, You may need to receive a standing approval to a specialist or specialty care center. They have the expertise to treat the condition or disease.

To get a standing approval, call Your Primary Care Doctor. Your Primary Care Doctor will work with Molina's physicians and specialists to ensure You receive a treatment plan based on Your medical needs. We will make a determination regarding standing approval within three business days from after We receive all information reasonably necessary and requested by Molina.

If You have any difficulty getting a standing approval, call Molina toll-free at 1 (888) 296-7677. Our dedicated TTY for the deaf or hard of hearing is toll-free at 1 (800) 750-0750. You may dial 711 for the National Relay Service. If, after calling the plan, You feel Your needs have not been met, please refer to Molina's complaint process on page 74.

### **Second Opinions**

You or Your PCP may want another doctor (a PCP or a specialist) to review Your condition. This doctor looks at Your medical record and may see You. This new doctor may suggest a plan of care. This is called a second opinion. Please consult your Provider Directory on our website at [www.molinahealthcare.com](http://www.molinahealthcare.com) to find a Participating Provider for a second opinion.

Here are some, but not all the reasons why You may get a second opinion:

- Your symptoms are complex or confusing. Your doctor is not sure the diagnosis is correct.
- You have followed the doctor's plan of care for a while and Your health has not improved.

- You are not sure that You need surgery or think You need surgery.
- You do not agree with what Your doctor thinks is Your problem. You do not agree with Your doctor's plan of care.
- Your doctor has not answered Your concerns about Your diagnosis or plan of care.

## **Emergency and Urgent Care Services**

### **What is an Emergency?**

Emergency Services mean health care services needed to evaluate, stabilize or treat an **Emergency Medical Condition**. An Emergency Condition includes a medical or psychiatric medical condition having acute and severe symptoms (including severe pain) or involving active labor. If immediate medical attention is not received, an Emergency could result in any of the following:

- **Placing the patient's health in serious danger.**
- **Serious damage to bodily functions.**
- **Serious dysfunction of any bodily organ or part.**

Emergency Services also includes Emergency contraceptive drug therapy.

Emergency Services includes Urgent Care Services that cannot be delayed in order to prevent serious deterioration of health from an unforeseen condition or injury.

### **How do I get Emergency care?**

Emergency care is available 24 hours a day, seven days a week for Molina Members.

If You think You have an Emergency, wherever you are:

- Call 911 right away.
- Go to the closest hospital or emergency room.

When You go for Emergency health care, carry Your Molina Member ID card.

If You are not sure if You need Emergency health care but you need medical help, call Your PCP. Or call our 24-Hour Nurse Advice Line. The toll-free number is 1 (888) 275-8750. For Spanish, call 1 (866) 648-3537. The Nurse Advice Line is staffed by registered nurses (RNs). You can call the Nurse Advice Line 24 hours a day, 365 days a year. If You are deaf or hard of hearing please use the National Relay Service by dialing 711.

Hospital emergency rooms are only for real Emergencies. These are not good places to get non-Emergency care. They are often very busy and must care first for those whose lives are in danger. Please do not go to a hospital emergency room if Your condition is not an Emergency.

**What if I'm away from Molina's Service Area and I need Emergency health care?**

Go to the nearest emergency room for care. Please contact Molina within 24 hours, or when medically reasonable, of getting urgent or Emergency health care. Call toll-free at 1 (888) 296-7677. If You are deaf or hard of hearing, call our dedicated TTY line toll-free at 1 (800) 750-0750. When You are away from Molina's Service Area, only Urgent Care Services or Emergency Services are covered.

**What if I need after-hours care or Urgent Care Services?**

Urgent Care Services are available when You are within or outside of Molina's Service Area. Urgent Care Services are those services needed to prevent the serious deterioration of one's health from an unforeseen medical condition or injury.

If You get ill after hours or need Urgent Care Services call Your PCP or Molina's 24-Hour Nurse Advice Line toll-free at 1 (888) 275-8750 or, for Spanish, at 1 (866) 648-3537. Our nurses can help You any time of the day or night. They will tell You what to do or where to go to be seen.

If You are within Molina's Service Area and have already asked your PCP the name of the urgent care center that You are to use, go to the urgent care center. It is best to find out the name of the urgent care center ahead of time. Ask Your doctor for the name of the urgent care center and the name of the hospital that You are to use.

If you are outside of Molina's Service Area, You may also go to the nearest urgent care center or emergency room.

**Emergency Services Rendered by a Non-Participating Provider**

Emergency Services that are obtained for treatment of an Emergency Medical Condition, whether from Participating Providers or non-Participating Providers, are subject to the Cost Sharing for Emergency Services in the Schedule of Benefits. When services are received from non-Participating Providers for the treatment of an Emergency Medical Condition, Molina will calculate the allowed amount that will be covered under this benefit, in accordance with applicable federal and state laws. You may be responsible for charges that exceed the allowed amount covered under this benefit.

**Complex Case Management****What if I have a difficult health problem?**

Living with health problems and dealing with the things to manage those problems can be hard. Molina has a program that can help. The Complex Case Management program is for Members with difficult health problems who need extra help with their health care needs.

The program allows You to talk with a nurse about Your health problems. The nurse can help You learn about those problems and teach You how to better manage them. The nurse may also work with Your family or caregiver and provider to make sure You get the care You need. There are several ways You can be referred for this program. There are also certain requirements that You must meet. This program is voluntary. You can choose to be removed from the program at any time.

If You would like information about this program, please call the Customer Support Center toll free at 1(888) 296-7677. Our dedicated TTY for the deaf or hard of hearing is toll-free at 1 (800) 750-0750. Or dial 711 for the National Relay Service.



## **Pregnancy**

### **What if I am pregnant?**

If You think You are pregnant—or as soon as You know You are pregnant—please call for an appointment to begin Your prenatal care. Early care is very important for You and Your baby’s health and well-being.

You may choose any of the following for Your prenatal care:

- Licensed obstetrician/gynecologist (OB/GYN)
- Nurse practitioner (trained in women’s health)

You can make an appointment for prenatal care without seeing Your PCP first. To receive benefits under this Agreement, You must pick an OB/GYN or nurse practitioner who is a Participating Provider. If You need help choosing an OB/GYN or if You have any questions, call Molina toll-free at 1 (888) 296-7677, Monday through Friday from 7:00 a.m. to 7:00 p.m. ET. We will be happy to assist You.

Molina offers a special program called Motherhood Matters to our pregnant members. This program provides important information about diet, exercise and other topics related to Your pregnancy. For more information, call the Motherhood Matters pregnancy program toll-free at 1 (877) 665-4628, Monday through Friday, 8:30 a.m. to 5:30 p.m.

## **Accessing Care for Members with Disabilities**

### **Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability. The ADA requires Molina and its contractors to make reasonable accommodations for patients with disabilities.

### **Physical Access**

Molina has made every effort to ensure that our offices and the offices of Molina doctors are accessible to persons with disabilities. If You are not able to locate a doctor who meets Your needs, please call us. Our toll-free number is 1 (888) 296-7677. Or call our dedicated TTY line toll-free at 1 (800) 750-0750. A Customer Support Center Representative will help You find another doctor.

### **Access for the Deaf or Hard of Hearing**

Let us know if You need a sign language interpreter at the time You make Your appointment. Molina requests at least 72 hours advance notice to arrange for services with a qualified interpreter. It is our goal to have an interpreter meet You at the doctor’s office. Call Molina’s Customer Support Center . Our TTY Number is toll-free at 1 (800) 750-0750; or call the National Relay Service.

**Access for Persons with Low Vision or who are Blind**

This EOC and other important plan materials will be made available in accessible formats for persons with low vision or who are blind. Large print and enlarged computer disk formats are available and this EOC is also available in an audio format. For accessible formats, or for direct help in reading the EOC and other materials, please call Molina toll-free at 1 (888) 296-7677. Members who need information in an accessible format (large size print, audio, and Braille) can ask for it from Molina's Customer Support Center.

**Disability Access Grievances**

If You believe Molina or its doctors have failed to respond to Your disability access needs, You may file a grievance with Molina.

**BENEFITS AND COVERAGE**

Molina covers the services described in the section titled "What is Covered Under My Plan?", below. They are subject to the exclusions, limitations, and reductions set forth in this EOC, only if all of the following conditions are satisfied:

- You are a Member on the date that You receive the Covered Services
- The Covered Services are Medically Necessary
- The services are listed as Covered Services in this EOC
- You receive the Covered Services from Participating Providers inside our Service Area for this product offered through the Marketplace, except where specifically noted to the contrary in this EOC – e.g., in the case of an Emergency or need for out-of-area Urgent Care Services.

The only services Molina covers under this EOC are those described in this EOC, subject to any exclusions, limitations, and reductions described in this EOC.

**COST SHARING (MONEY YOU WILL HAVE TO PAY TO GET COVERED SERVICES)**

Cost Sharing is the Deductible, Copayment, or Coinsurance that You must pay for Covered Services under this Agreement. The Cost Sharing amount You will be required to pay for each type of Covered Service is listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits at the beginning of this EOC.

You must pay Cost Sharing for Covered Services, except for preventive services included in the Essential Health Benefits (as required by the Affordable Care Act) that are provided by Participating Providers. Cost Sharing for Covered Services is listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits at the beginning of this EOC. Cost Sharing towards Essential Health Benefits may be reduced or eliminated for certain eligible Members, as determined by the Marketplace's rules.

**YOU SHOULD REVIEW THE MOLINA HEALTHCARE OF OHIO, INC. SCHEDULE OF BENEFITS CAREFULLY TO UNDERSTAND WHAT YOUR COST SHARING WILL BE.**

## **Annual Out-of-Pocket Maximum**

The Annual Out-of-Pocket Maximum is the total amount of Cost Sharing You may have to pay for Covered Services in a calendar year. The Annual Out-of-Pocket Maximum is specified in the Molina Healthcare of Ohio, Inc. Schedule of Benefits. The Annual Out-of-Pocket Maximum includes payments You have made towards the Deductible, Copayments, and Coinsurance.

There may be an Annual Out-of-Pocket Maximum listed for the Member and an Annual Out-of-Pocket Maximum for a family. If You are a Member in a family of two or more Members, You will reach the Annual Out-of-Pocket Maximum either:

- (i) when You meet the Annual Out-of-Pocket Maximum for the Member; or
- (ii) when Your family reaches the Out-of-Pocket Maximum for the family.

For example, if You reach the Annual Out-of-Pocket Maximum for the Member, You will not pay any more Cost Sharing for the calendar year, but every other Member in Your family must continue to pay Cost Sharing for the calendar Year until Your family reached the Annual Out-of-Pocket Maximum for the family.

## **Coinsurance**

Coinsurance is a percentage of the charges for Covered Services You must pay when You receive Covered Services. The Co-insurance amount is calculated as a percentage of the rates that Molina has agreed to with the Participating Provider. Coinsurances are listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits. Some Covered Services do not have Coinsurance, and may apply a Deductible or Copayment.

## **Copayment**

A Copayment is a specific dollar amount You must pay when You receive Covered Services. Copayments are listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits. Some Covered Services do not have a Copayment, and may apply a Deductible or Coinsurance.

## **Deductible**

The Deductible is the amount You must pay in a calendar year for Covered Services You receive before Molina will cover those services at the applicable Copayment or Coinsurance. The amount that you pay towards your Deductible is based on the rates that Molina has agreed to with the Participating Provider. Deductibles are listed in the Molina Healthcare of Ohio, Inc. Schedule of Benefits.

Please refer to the Molina Healthcare of Ohio, Inc. Schedule of Benefits to see what Covered Services are subject to the Deductible and the Deductible amount. Your plan may have separate Deductible amounts for specified Covered Services. If this is the case, amounts paid towards one type of Deductible cannot be used to satisfy a different type of Deductible.

When Molina covers services at “no charge” subject to the Deductible and You have not met Your Deductible amount, You must pay the charges for the services. When preventive services covered by this Agreement are included in the Essential Health Benefits, You will not pay any Deductible or other Cost Sharing towards such preventive services.

### **General Rules Applicable to Cost Sharing**

All Covered Services have a Cost Sharing, unless specifically stated or until You pay the Annual Out-of-Pocket Maximum. Please refer to the Molina Healthcare of Ohio, Inc. Schedule of Benefits at the beginning of this EOC to determine the Cost Sharing amount You will be required to pay for each type of Covered Service listed.

You are responsible for the Cost Sharing in effect on the date You receive Covered Services, except as follows:

- If You are receiving covered inpatient hospital or skilled nursing facility services on the Effective Date of this EOC, You pay the Cost Sharing in effect on Your admission date until You are discharged if the services are covered under Your prior health plan evidence of coverage and there has been no break in coverage.

However, if the services are not covered under Your prior health plan evidence of coverage, or if there has been a break in coverage, You pay the Cost Sharing in effect on the date You receive the Covered Services.

- For items ordered in advance, You pay the Cost Sharing in effect on the order date (although Molina will not cover the item unless You still have coverage for it on the date You receive it) and You may be required to pay the Cost Sharing when the item is ordered. For outpatient prescription drugs, the order date is the date that the pharmacy processes the order after receiving all of the information they need to fill the prescription.

### **Receiving a Bill**

In most cases, Participating Providers will ask You to make a payment toward Your Cost Sharing at the time You check in. Keep in mind that this payment may cover only a portion of the total Cost Sharing for the Covered Services You receive, and Participating Provider will bill You for any additional Cost Sharing amounts that are due. The Participating Provider is not allowed to bill You for Covered Services you receive other than for Cost Sharing amounts that are due under Your EOC.

### **How Your Coverage Satisfies the Affordable Care Act**

Your Covered Services include Essential Health Benefits as defined by the Affordable Care Act. If non-EHB coverage is included in Your product, those Covered Services will be set out in this EOC as well.

Your Essential Health Benefits coverage includes at least the 10 categories of benefits identified in the definition. You cannot be excluded from coverage in any of the 10 EHB categories except you will not be eligible for pediatric services (including pediatric dental separately provided through the Marketplace and vision) that are Covered Services under this Agreement if you are 19 years of age or older.

The Affordable Care Act provides certain rules for Essential Health Benefits that will apply to how Molina administers Your product under this EOC. For example, under the Affordable Care Act, Molina is not allowed to set lifetime limits or annual limits on the dollar value of Essential Health Benefits provided under this EOC. When EHB preventive services are provided by a Participating Provider, You will not have to pay any Cost Sharing amounts. In addition, Molina

must ensure that the Cost Sharing which You pay for all Essential Health Benefits does not exceed an annual limit that is determined under the Affordable Care Act. For the purposes of this EHB annual limit, Cost Sharing refers to any costs which a Member is required to pay for receipt of Essential Health Benefits. Such Cost Sharing includes, Deductibles, Coinsurance, Copayments or similar charges, but excludes Premiums, and Your spending for non-Covered Services.

### **Making Your Coverage More Affordable**

For qualifying Subscribers, there may be assistance to help make the product that You are purchasing under this Agreement more affordable. If you have not done so already, please contact the Marketplace to determine if you are eligible for tax credits to reduce your Premiums and/or Your Cost Sharing responsibility toward the Essential Health Benefits. The Marketplace also will have information about any annual limits on Cost Sharing towards Your Essential Health Benefits. The Marketplace can assist You in determining whether You are a qualifying Indian who has limited or no Cost Sharing responsibilities for Essential Health Benefits. Molina will work with the Marketplace in helping You.

Molina does not determine or provide Affordable Care Act tax credits.

### **WHAT IS COVERED UNDER MY PLAN?**

This section tells You what medical services Molina covers, also known as Your Benefits and Coverage or Covered Services.

In order for a service to be covered, **it must be Medically Necessary**.

You have the right to appeal if a service is denied. Turn to page 76 for information on how You can have Your case reviewed (see “Claims Decisions, Internal Appeals, and External Review” section).

Your care must not be Experimental or Investigational. However, You may ask to be part of Experimental or Investigational care. Go to page 47 for information. Molina also may cover routine medical costs for Members in Approved Clinical Trials. Go to page 47 to find out more.

Certain medical services described in this section will only be covered by Molina if you obtain Prior Authorization *before* seeking treatment for such services. For a further explanation of Prior Authorization and a complete list of Covered Services which require Prior Authorization, go to pages 24 – 26. However, Prior Authorization will never apply to treatment of Emergency Conditions or for Urgent Care Services.

### **OUTPATIENT PROFESSIONAL SERVICES**

#### **PREVENTIVE CARE AND SERVICES**

##### **Preventive Services and the Affordable Care Act**

Under the Affordable Care Act and as part of your Essential Health Benefits, Molina will cover the following government-recommended preventive services. You do not pay any Cost Sharing:

- Those evidenced-based items or services that have in effect a rating of “A” or “B” in the

current recommendations of the United States Preventive Services Task Force (USPSTF) with respect to the individual involved;

- Those immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC) with respect to the individual involved;
- With respect to infants, children, and adolescents, such evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and
- With respect to women, those evidence-informed preventive care and screening provided for in comprehensive guidelines supported by HRSA, to the extent not already included in certain recommendations of the USPSTF.

All preventive care must be furnished by a Participating Provider to be covered under this Agreement.

As new recommendations and guidelines for preventive care are published by the government sources identified above, they will become covered under this Agreement for product years which begin one year after the date the recommendation or guideline is issued or on such other date as required by the Affordable Care Act. The product year, also known as a policy year for the purposes of this provision, is based on the calendar year.

If an existing or new government recommendation or guideline does not specify the frequency, method, treatment, or setting for the provision of a preventive service, then Molina may impose reasonable coverage limits on such preventive care as long as they are consistent with the Affordable Care Act and applicable Ohio law. These coverage limitations also are applicable to the preventive care benefits listed below.

To help you understand and access Your benefits, preventive services for adults and children which are covered under this EOC are listed below. In addition, you may call our Customer Support Center toll-free at 1 (888) 296-7677, or call our dedicated TTY line toll-free at 1 (800) 750-0750 with any questions you have about preventive care services. You may also obtain information regarding preventive care services by visiting the following web-site [www.healthcare.gov/center/regulations/prevention.html](http://www.healthcare.gov/center/regulations/prevention.html).

If an item or service is removed from the list of covered preventive care services below, the change will be effective after 60 days' notice to the Subscriber's address of record with Molina.

#### **Preventive Care for Children and Adolescents**

The following preventive care services are covered and recommended for all children and adolescents (through age 18), without Your paying any Cost Sharing if furnished by a Participating Provider:

- Complete health history
- Physical exam including growth assessment
- Nutritional health assessment
- Vision screening

- Dental screening (1 every six months)
- Speech and hearing screening
- Immunizations\*
- Laboratory tests, including tests for anemia, diabetes, cholesterol and urinary tract infections
- Tuberculosis (TB) screening
- Sickle cell trait screening, when appropriate
- Health education
- Meeting with the parent, guardian or emancipated minor to talk about the meaning of the exam
- Lead blood level testing. Parents or legal guardians of Members ages six months to 72 months are entitled to receive from their PCP; oral or written anticipatory guidance on lead exposure, This includes how children can be harmed by exposure to lead, especially lead-based paint. When Your PCP does a blood lead-screening test it is very important to follow-up and get the blood test results. Contact Your PCP for additional questions
- All comprehensive perinatal services are covered. This includes: perinatal and postpartum care, health education, nutrition assessment and psychological services
- Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Services. Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services, including those provided for in the comprehensive guidelines supported by the federal Health Resources and Services Administration, are covered for Members under the age of 21, including those with special health care needs
- Depression screening: adolescents
- Hemoglobinopathies screening: newborns
- Hypothyroidism screening: newborns
- Iron supplementation in children when prescribed by a PCP
- Obesity screening and counseling: children
- Phenylketonuria (PKU) screening: newborns
- Gonorrhea prophylactic medication: newborns

We also cover the following services as required by State and federal laws:

Child health supervision services from the moment of birth until age nine. Child health supervision services means a review performed in accordance with the recommendations of the American academy of pediatrics and includes a history, complete physical examination, developmental assessment, anticipatory guidance, appropriate immunizations, and laboratory tests.

\*If You take Your child to Your local health department or the school has given Your child any shot(s), make sure to give a copy of the updated shot record (immunization card) to Your child's PCP.

### **Preventive Care for Adults and Seniors**

The following outpatient preventive care services are covered and recommended for all adults, including seniors without Your paying any Cost Sharing if furnished by a Participating Provider:

- Medical history and physical exam
- Blood pressure check

- Cholesterol check
- Breast exam for women (based on Your age)
- Mammogram for women (based on Your age)
- Pap smear for women (based on Your age) and health status including human papilloma virus (HPV) screening test
- Prostate specific antigen testing
- Tuberculosis (TB) screening
- Colorectal cancer screening (based on Your age)
- Cancer screening
- Osteoporosis screening for women (based on Your age)
- Immunizations
- Laboratory tests for diagnosis and treatment (including diabetes and STD's)
- Health education
- Family planning services
- Scheduled prenatal care exams and first postpartum follow-up consultation and exam
- Bacteriuria screening: pregnant women
- Folic acid supplementation
- Hepatitis B screening: pregnant women
- Breastfeeding support, supplies counseling
- Rh incompatibility screening: first pregnancy visit
- Rh incompatibility screening: 24-28 weeks gestation
- Screening for gestational diabetes
- Hearing exams and screenings
- Eye exams and preventive vision screenings
- Abdominal aortic aneurysm screening: men
- Alcohol misuse counseling
- Anemia screening: women
- Aspirin to prevent cardiovascular disease (when prescribed by a Participating Provider)
- BRCA screening, counseling about breast cancer preventive medication
- Chlamydial infection screening: women
- Depression screening: adults
- Healthy diet counseling
- Obesity screening and counseling: adults
- STDs and HIV screening and counseling
- Tobacco use counseling and interventions
- Well-woman visits
- Screening and counseling for interpersonal and domestic violence: women

## **PHYSICIAN SERVICES**

We cover the following outpatient physician services:

- Prevention, diagnosis, and treatment of illness or injury
- Visits to the doctor's office
- Routine pediatric and adult health exams



- Specialist consultations when referred by Your PCP (for example, a heart doctor or cancer doctor)
- Injections, allergy tests and treatments when provided or referred by Your PCP
- Physician care in or out of the hospital
- Consultations and well-child care
- If You are a female Member, You may also choose to see an obstetrician/gynecologist (OB/GYN) for routine examinations and prenatal care.
- Infertility services:
  - Diagnostic and exploratory procedures to determine infertility. These include surgical procedures to correct the medically diagnosed disease or condition of the reproductive organs including, but not limited to, endometriosis, collapsed/clogged fallopian tubes or testicular failure.
- Treatment of injuries and/or diseases affecting the eye.

## **MATERNITY CARE**

Physician-directed follow-up care including:

- physical assessment of the mother and newborn
- parent education
- assistance and training in breast or bottle feeding
- assessment of the home support system
- performance of any Medically Necessary and appropriate clinical tests
- any other services that are consistent with the follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric, obstetric, and nursing professionals.

The coverage shall apply to services provided in a medical setting or through home health care visits. The coverage shall apply to a home health care visit only if the provider who conducts the visit is knowledgeable and experienced in maternity and newborn care.

Outpatient maternity care, includes:

- Medically Necessary supplies for a home birth
- services for complications of pregnancy, includes fetal distress, gestational diabetes and toxemia;
- services of Other Practitioners, including a certified nurse midwife; and
- related laboratory services.

## **HABILITATIVE SERVICES**

We cover Medically Necessary habilitative services. Habilitative services are defined as health care services and devices that are designed to assist individuals acquiring, retaining or improving self-help, socialization, and adaptive skills and functioning necessary for performing routine activities of daily life successfully in their home and community based settings. These services may include:

- physical therapy
- occupational therapy
- speech therapy
- personal attendant services
- durable medical equipment

For Dependent children up to the age of 21 with a medical diagnosis of autism spectrum disorder, habilitative services shall include:

- Outpatient physical rehabilitation services including:
  - Speech and language therapy performed by a licensed therapist: 20 visits per year;
  - Occupational therapy performed by a licensed therapist: 20 visits per year; and
  - Clinical therapeutic intervention defined as therapies supported by empirical evidence, which include but are not limited to applied behavioral analysis, provided by or under the supervision of a professional who is licensed, certified, or registered by an appropriate agency of the State of Ohio to perform the services in accordance with a treatment plan: 20 hours per week.
- Outpatient mental health services performed by a licensed psychologist, psychiatrist, or physician to provide consultation, assessment, development and oversight of treatment plans: 30 visits per year total.

## REHABILITATIVE SERVICES

We cover Medically Necessary rehabilitative services that help injured or disabled Members resume activities of daily living. The goal of these services is for the Member to resume routine activities of daily life usually requiring physical therapy, speech therapy and occupational therapy in a setting appropriate for the level of disability or injury.

- **Physical therapy (20 visit limit per calendar year)** Treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following illness, injury, or loss of a body part. Non Covered Services include but are not limited to:
  - maintenance therapy to delay or minimize muscular deterioration in patients suffering from a chronic disease or illness;
  - repetitive exercise to improve movement, maintain strength and increase endurance. (includes assistance with walking for weak or unstable patients);
  - range of motion and passive exercises that are not related to restoration of a specific loss of function, but are for maintaining a range of motion in paralyzed extremities;
  - general exercise programs;
  - diathermy, ultrasound and heat treatments for pulmonary conditions;
  - diapulse; work hardening.
- **Speech therapy (20 visit limit per calendar year)** Treatment for the correction of a speech impairment.
- **Occupational therapy (20 visit limit per calendar year)** Treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the person's particular occupational role. Occupational therapy does not include diversional, recreational, vocational therapies (e.g. hobbies, arts and crafts). Non Covered Services include but are not limited to:
  - supplies (looms, ceramic tiles, leather, utensils);
  - therapy to improve or restore functions that could be expected to improve as the patient resumes normal activities again;
  - general exercises to promote overall fitness and flexibility;
  - therapy to improve motivation;
  - suction therapy for newborns (feeding machines);

- soft tissue mobilization (visceral manipulation or visceral soft tissue manipulation),
- augmented soft tissue mobilization, myofascial;
- adaptations to the home such as rampways, door widening, automobile adaptors, kitchen adaptation and other types of similar equipment.
- **Manipulation Therapy (12 visit limit per calendar year)** Osteopathic/Chiropractic Manipulation Therapy used for treating problems associated with bones, joints and the back. The two therapies are similar, but chiropractic therapy focuses on the joints of the spine and the nervous system, while osteopathic therapy includes equal emphasis on the joints and surrounding muscles, tendons and ligaments.

Manipulations whether performed and billed as the only procedure or manipulations performed in conjunction with an exam and billed as an office visit will be counted toward any maximum for Manipulation Therapy services as specified in the Schedule of Benefits. Manipulation Therapy services rendered in the home as part of Home Care Services are not covered.

- **Cardiac rehabilitation (36 visit limit per calendar year)** Treatment to restore an individual's functional status after a cardiac event. It is a program of medical evaluation, education, supervised exercise training, and psychosocial support. Home programs, on-going conditioning and maintenance are not covered.
- **Pulmonary rehabilitation (20 visit limit per calendar year)** Treatment to restore an individual's functional status after an illness or injury. Covered Services include but are not limited to Outpatient short-term respiratory services for conditions which are expected to show significant improvement through short-term therapy. Also covered is inhalation therapy administered in Physician's office including but are not limited to breathing exercise, exercise not elsewhere classified, and other counseling. Pulmonary rehabilitation in the acute Inpatient rehabilitation setting is not a Covered Service.

## OUTPATIENT MENTAL HEALTH SERVICES

We cover the following outpatient care when provided by Participating Providers who are physicians or other licensed health care professionals acting within the scope of their license:

- Individual and group mental health evaluation and treatment
- Psychological testing when necessary to evaluate a Mental Disorder
- Outpatient services for the purpose of monitoring drug therapy

We cover outpatient mental health services only when the services are for the diagnosis or treatment of Mental Disorders. A "Mental Disorder" is a mental health condition identified as a "mental disorder" in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) that results in clinically significant distress or impairment of mental, emotional, or behavioral functioning. We do not cover services for conditions that the DSM identifies as something other than a "mental disorder."

Molina covers the screening, diagnosis and treatment of autism spectrum disorder only as provided in this Agreement under:

- 1) "Preventive Care for Children and Adolescents" in the "Preventive Services and the Affordable Care Act" section above; and
- 2) "Habilitative Services" section above.

## OUTPATIENT SUBSTANCE ABUSE SERVICES

We cover the following outpatient care for treatment of substance abuse:

- Day-treatment programs
- Intensive outpatient programs
- Individual and group substance abuse counseling
- Medical treatment for withdrawal symptoms
- Individual substance abuse evaluation and treatment
- Group substance abuse treatment

We do not cover services for alcoholism, drug abuse, or drug addiction except as otherwise described in this “Substance Abuse Services” section.

## **DENTAL AND ORTHODONTIC SERVICES**

We do not cover most dental and orthodontic services, but we do cover some dental and orthodontic services as described in this “Dental and Orthodontic Services” section for all Members.

### **Dental Services for Radiation Treatment**

We cover dental evaluation, X-rays, fluoride treatment, and extractions necessary to prepare Your jaw for radiation therapy of cancer in Your head or neck if a Participating Provider physician provides the services or if Molina authorizes a Referral to a dentist.

### **Dental Anesthesia**

For dental procedures, we cover general anesthesia and the Participating Provider facility’s services associated with the anesthesia if all of the following are true:

- You are under age 7, or You are developmentally disabled, or Your health is compromised
- Your clinical status or underlying medical condition requires that the dental procedure be provided in a hospital or outpatient surgery center
- The dental procedure would not ordinarily require general anesthesia

We do not cover any other services related to the dental procedure, such as the dentist’s services.

### **Dental and Orthodontic Services for Cleft Palate**

We cover dental extractions, dental procedures necessary to prepare the mouth for an extraction, and orthodontic services, if they meet all of the following requirements:

- The services are an integral part of a reconstructive surgery for cleft palate.
- A Participating Provider provides the services or Molina authorizes a Referral to a Non-Participating Provider who is a dentist or orthodontist.

### **Dental Services Related to Accidental Injury**

We cover services for dental work and oral surgery are covered if they are for the initial repair of an injury to the jaw, sound natural teeth, mouth or face which are required as a result of an accident and are not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment without adversely affecting the patient’s condition. Injury as a result of

chewing or biting is not considered an accidental injury. “Initial” dental work to repair injuries due to an accident means performed within 12 months from the injury, or as reasonably soon thereafter as possible and includes all examinations and treatment to complete the repair.

### **Vision Services Related to Accidental Injury or Diseases Affecting the Eye**

We cover services for medical and surgical treatment of injuries and/or diseases affecting the eye. Routine vision exams required by federal law are covered under the preventive care benefit. Benefits for other Covered Services are based on the setting in which services are received.

Covered Services include the following services:

- Determination of refraction,
- Routine Ophthalmological examination including refraction for new and established patients, and
- A visual functional screening for visual acuity.

These additional services are not part of the preventive care benefit and will be based on the setting which services are received. No additional ophthalmological services are covered, except as described above

### **Services to Treat Temporomandibular Joint Syndrome (“TMJ”)**

We cover the following services to treat temporomandibular joint syndrome (also known as “TMJ”)

- Medically Necessary medical non-surgical treatment (e.g., splint and physical therapy) of TMJ; and
- Surgical and arthroscopic treatment of TMJ if prior history shows conservative medical treatment has failed.

For Covered Services related to dental or orthodontic care in the above sections, You will pay the Cost Sharing You would pay if the services were not related to dental or orthodontic care. For example, see “Inpatient Hospital Services” in the Molina Healthcare of Ohio, Inc. Schedule of Benefits for the Cost Sharing that applies for hospital inpatient care.

### **PEDIATRIC VISION SERVICES**

We cover the following vision services for Members under the age of 19:

- Routine vision screening and eye exam every calendar year.
- Prescription glasses: frames and lenses, limited to one pair of prescription glasses once every 12 months.
- Prescription Lenses: include single vision, lined bifocal, lined trifocal, lenticular lenses and polycarbonate lenses. Lenses include scratch resistant coating and UV protection.
- Prescription Contact Lenses: limited to once every 12 months, in lieu of prescription lenses and frames; includes evaluation, fitting and follow-up care. Also covered if Medically Necessary, in lieu of prescription lenses and frames, for the treatment of
  - Keratoconus
  - pathological myopia
  - aphakia
  - anisometropia
  - aniseikonia
  - aniridia

- corneal disorders
- post-traumatic disorders
- irregular astigmatism
- Low vision optical devices including low vision services, and training and instruction to maximize remaining usable vision, with follow-up care, when services are Medically Necessary and Prior Authorized. When Prior Authorized, coverage includes:
  - one comprehensive low vision evaluation every 5 years;
  - high-power spectacles, magnifiers and telescopes as Medically Necessary; and
  - follow-up care – four visits in any five-year period.

Laser corrective surgery is not covered.

## **FAMILY PLANNING**

We cover family planning services to help determine the number and spacing of children. These services include all methods of birth control approved by the Federal Food and Drug Administration. As a Member, You pick a doctor who is located near You to receive the services You need. Our Primary Care Physicians and OB/GYN specialists are available for family planning services. You can do this without having to get permission from Molina. (Molina pays the doctor or clinic for the family planning services You get.) Family planning services include:

- Health education and counseling to help You make informed choices and to understand birth control methods.
- Limited history and physical examination.
- Laboratory tests if medically indicated as part of deciding what birth control methods You might want to use.
- Prescription birth control supplies, devices, birth control pills, including Depo-Provera.
- Follow-up care for any problems You may have using birth control methods issued by the family planning providers.
- Emergency birth control supplies when filled by a contracting pharmacist, or by a non-contracted provider, in the event of an Emergency.
- Voluntary sterilization services, including tubal ligation (for females) and vasectomies (for males).
- Pregnancy testing and counseling.
- Diagnosis and treatments of sexually transmitted diseases (STDs) if medically indicated.
- Screening, testing and counseling of at-risk individuals for HIV, and Referral for treatment.

## **PREGNANCY TERMINATIONS**

Molina covers pregnancy termination services subject to certain coverage restrictions required by the Affordable Care Act and by any applicable laws in the State of Ohio.

Pregnancy termination services are office-based procedures and do not require Prior Authorization.

If pregnancy termination services will be provided in an inpatient setting or ambulatory surgical center Prior Authorization is required.

Office Visit and Outpatient Surgery Cost Sharing will apply.

**Keep in mind that some hospitals and providers may not provide pregnancy termination services.**

## **OUTPATIENT HOSPITAL/FACILITY SERVICES**

### **OUTPATIENT SURGERY**

We cover outpatient surgery services provided by Participating Providers if it is provided in an outpatient or ambulatory surgery center or in a hospital operating room. Separate Cost Sharing may apply for Professional services and Facility services.

#### **Infertility services:**

- Diagnostic and exploratory procedures to determine infertility. These include surgical procedures to correct the medically diagnosed disease or condition of the reproductive organs including, but not limited to, endometriosis, collapsed/clogged fallopian tubes or testicular failure.

### **OUTPATIENT PROCEDURES (OTHER THAN SURGERY)**

We cover outpatient procedures other than surgery provided by Participating Providers if a licensed staff member monitors Your vital signs as You regain sensation after receiving drugs to reduce sensation or to minimize discomfort. Separate Cost Sharing may apply for Professional services and Facility services.

### **SPECIALIZED SCANNING SERVICES**

We cover specialized scanning services to include CT Scan, PET Scan and MRI by Participating Providers. Separate Cost Sharing may apply for Professional services and Facility services.

### **RADIOLOGY SERVICES**

We cover radiology services, other than specialized scanning services, when furnished by Participating Providers.

### **CHEMOTHERAPY**

We cover chemotherapy for the treatment of a disease by chemical or biological antineoplastic agents, including the cost of such agents.

### **RADIATION THERAPY**

We cover radiation therapy for the treatment of disease by X-ray, radium, or radioactive isotopes. Includes treatment (teletherapy, brachytherapy and intraoperative radiation, photon or high energy particle sources); materials and supplies used in therapy; treatment planning.

### **HOME INFUSION THERAPY**

We cover home infusion therapy include a combination of nursing, durable medical equipment

and pharmaceutical services which are delivered and administered intravenously in the home. Home IV therapy includes but is not limited to: injections (intra-muscular, subcutaneous, continuous subcutaneous), total parenteral nutrition , enteral nutrition therapy, antibiotic therapy, pain management and chemotherapy.

## **LABORATORY TESTS**

We cover the following services by Participating Providers when Medically Necessary and subject to Cost Sharing:

- Laboratory tests
- Other Medically Necessary tests, such as electrocardiograms (EKG) and electroencephalograms (EEG)
- Blood and blood plasma
- Prenatal diagnosis of genetic disorders of the fetus by means of diagnostic procedures in cases of high risk pregnancy
- Prenatal Diagnosis of genetic disorders of the fetus by means of diagnostic procedures in cases of high risk pregnancy

## **MENTAL HEALTH**

### **OUTPATIENT INTENSIVE PSYCHIATRIC TREATMENT PROGRAMS**

We cover the following outpatient intensive psychiatric treatment programs at a Participating Provider facility:

- Short-term hospital-based intensive outpatient care (partial hospitalization)
- Short-term multidisciplinary treatment in an intensive outpatient psychiatric treatment program
- Short-term treatment in a crisis residential program in licensed psychiatric treatment facility with 24-hour-a-day monitoring by clinical staff for stabilization of an acute psychiatric crisis
- Psychiatric observation for an acute psychiatric crisis

## **INPATIENT HOSPITAL SERVICES**

You must have an Prior Authorizations to get hospital services except in the case of an Emergency or Urgent Care Services. However, if You get services in a hospital or You are admitted to the hospital for Emergency or out-of-area Urgent Care Services, Your hospital stay will be covered. This happens even if You do not have a Prior Authorization.

### **MEDICAL/SURGICAL SERVICES**

We cover the following inpatient services in a Participating Provider hospital, when the services are generally and customarily provided by acute care general hospitals inside our Service Area:

- Room and board, including a private room if Medically Necessary
- Specialized care and critical care units
- General and special nursing care
- Operating and recovery rooms
- Services of Participating Provider physicians; includes consultation and treatment by



- specialists
- Anesthesia
- Drugs prescribed in accord with our Drug Formulary guidelines. (for discharge drugs prescribed when You are released from the hospital, please refer to “Prescription Drugs and Medications” in this “What is Covered Under My Plan?” section)
- Radioactive materials used for therapeutic purposes
- Durable Medical Equipment and medical supplies
- Imaging, laboratory, and special procedures, including MRI, CT, and PET scans
- Mastectomies (removal of breast) and lymph node dissections
- Blood, blood products, and their administration
- 60-days of rehabilitation services including physical, occupational, and speech therapy (including treatment in an organized, multidisciplinary rehabilitation program)
- Respiratory therapy
- Medical social services and discharge planning

**Infertility services:**

- Diagnostic and exploratory procedures to determine infertility. These include surgical procedures to correct the medically diagnosed disease or condition of the reproductive organs including, but not limited to, endometriosis, collapsed/clogged fallopian tubes or testicular failure.

**MATERNITY CARE**

We cover the following maternity care services related to labor and delivery:

- Inpatient hospital care for 48 hours after a normal vaginal delivery or 96 hours following a delivery by Cesarean section (C-section). Longer stays need to be Prior Authorized by Molina. (Inpatient Hospital Services Maternity Cost Sharing will apply.)
- If Your doctor (or Nurse-Midwife authorized and licensed under Ohio Law in collaboration with a physician), after talking with You, decides to discharge You and Your newborn before the 48 or 96 hour time period, Molina will cover Physician-directed follow-up care within the first 72 hours following Your discharge. (Preventive Care Cost Sharing or Primary Care Cost Sharing will apply to post discharge services, as applicable) (Laboratory Tests Cost Sharing will apply to laboratory services).

**MENTAL HEALTH**

**INPATIENT PSYCHIATRIC HOSPITALIZATION**

We cover inpatient psychiatric hospitalization in a Participating Provider hospital. Coverage includes room and board, drugs, and services of Participating Provider physicians and other Participating Providers who are licensed health care professionals acting within the scope of their license. We cover inpatient mental health services only when the services are for the diagnosis or treatment of Mental Disorders.

A “Mental Disorder” is a mental health condition identified as a “mental disorder” in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) that results in clinically significant distress or impairment of mental, emotional, or behavioral functioning. We

do not cover services for conditions that the DSM identifies as something other than a “mental disorder.”

Molina covers the screening, diagnosis and treatment of autism spectrum disorder only as provided in this Agreement under 1) “Preventive Care for Children and Adolescents” in the “Preventive Services and the Affordable Care Act” section above, and 2) “Habilitative Services” section above.

### **SUBSTANCE ABUSE INPATIENT DETOXIFICATION**

We cover hospitalization in a Participating Provider hospital only for medical management of withdrawal symptoms, including room and board, Participating Provider physician services, drugs, dependency recovery services, education, and counseling.

### **SUBSTANCE ABUSE TRANSITIONAL RESIDENTIAL RECOVERY SERVICES**

We cover substance abuse treatment in a nonmedical transitional residential recovery setting approved in writing by Molina. These settings provide counseling and support services in a structured environment.

### **SKILLED NURSING FACILITY**

We cover skilled nursing facility (SNF) services when Medically Necessary and referred by Your PCP. Covered SNF services include:

- Room and board
- Physician and nursing services
- Medications
- Injections

You must have approval for these services before the service begins. You will continue to get care without interruption.

The SNF benefit is limited to 90 days per calendar year.

### **HOSPICE CARE**

If You are terminally ill, we cover these hospice services:

- A semi-private room in a hospice facility
- The services of a dietician
- Nursing care
- Medical social services
- Home health aide and homemaker services
- Physician services
- Drugs
- Medical supplies and appliances
- Respite care for up to seven days per occurrence. Respite is short-term inpatient care

provided in order to give relief to a person caring for You

- Counseling services for You and Your family
- Development of a care plan for You
- Short term inpatient care
- Pain control
- Symptom management
- Physical therapy, occupational therapy, and speech-language therapy, when provided for the purpose of symptom control, or to enable the patient to maintain activities of daily living and basic functional skills.

The hospice benefit is for people who are diagnosed with a terminal illness (life expectancy of 12 months or less). They can choose hospice care instead of the traditional services covered by the plan. Please contact Molina for further information. You must receive Prior Authorization for all inpatient hospice care services.

### **APPROVED CLINICAL TRIALS**

We cover routine patient care costs for qualifying Members participating in approved clinical trials for cancer and/or another life-threatening disease or condition. You will never be enrolled in a clinical trial without Your consent. To qualify for such coverage You must:

- Be enrolled in this product.
- Be diagnosed with cancer or other life threatening disease or condition.
- Be accepted into an approved clinical trial (as defined below).

For approved clinical trials involving cancer You must also:

- Provide Molina with reasonable notice of your enrollment in the clinical trial.

For approved clinical trials involving a life-threatening disease or condition other than cancer You must also:

- Be referred by a Molina doctor who is a Participating Provider and who has concluded Your participation in such trial would be appropriate based upon Your meeting the conditions described in the Affordable Care Act, which require that You be eligible to participate in the approved clinical trial according to the trial protocol with respect to the treatment of the life-threatening disease or condition; or
- Provide Molina with medical and scientific information establishing that Your participation in such trial would be appropriate based upon Your meeting the conditions described in the Affordable Care Act, which require that You be eligible to participate in the approved clinical trial according to the trial protocol with respect to the treatment of the life-threatening disease or condition.

An approved clinical trial means a Phase I, phase II, phase III or phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening disease or condition and:

1. the study is approved or funded by one or more of the following:
  - a. National Institutes of Health
  - b. Centers for Disease Control and Prevention
  - c. Agency for Health Care Research and Quality
  - d. Centers for Medicare and Medicaid Services
  - e. U.S. Department of Defense
  - f. U.S. Department of Veterans Affairs
  - g. U.S. Department of Energy
2. the study or investigation is conducted under an investigational new drug application

- reviewed by the Food and Drug Administration;
3. the study or investigation is a drug trial that is exempt from having such an investigational new drug application.

If you qualify, Molina cannot deny Your participation in an approved clinical trial. Molina cannot deny, limit or place conditions on its coverage of Your routine patient costs associated with Your participation in an approved clinical trial for which you qualify. You will not be denied or excluded from any Covered Services under this EOC based on Your health condition or participation in a clinical trial.

Molina does not have an obligation to cover certain items and services which are not routine patient costs, as determined by the Affordable Care Act, even when You incur these costs while in an approved clinical trial. Costs excluded from coverage under your product include:

- The Investigational item, device or service itself
- Items and services solely for data collection and analysis purposes and not for direct clinical management of the patient, and
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis

For Covered Services related to an approved clinical trial, Cost Sharing will apply the same as if the service was not specifically related to an approved clinical trial. In other words, You will pay the Cost Sharing You would pay if the services were not related to a clinical trial. For example, for hospital inpatient care, you would pay the Cost Sharing listed under “Inpatient Hospital Services” in the Molina Healthcare of Ohio, Inc. Schedule of Benefits.

## **RECONSTRUCTIVE SURGERY**

We cover the following reconstructive surgery services:

- Reconstructive surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, if a Participating Provider physician determines that it is necessary to improve function, or create a normal appearance, to the extent possible
- Following Medically Necessary removal of all or part of a breast, Molina covers all stages of reconstruction of the breast, surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses and treatment of physical complications of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the Member

For Covered Services related to reconstructive surgery, You will pay the Cost Sharing You would pay if the Covered Services are not related to reconstructive surgery. For example, for hospital inpatient care, you would pay the Cost Sharing listed under “Inpatient Hospital Services” in the Molina Healthcare of Ohio, Inc. Schedule of Benefits.

## **RECONSTRUCTIVE SURGERY EXCLUSIONS**

The following reconstructive surgery services are **not** covered:

- Surgery that, in the judgment of a Participating Provider physician specializing in reconstructive surgery, offers only a minimal improvement in appearance
- Surgery that is performed to alter or reshape normal structures of the body in order to improve appearance

## TRANSPLANT SERVICES

We cover transplants of organs, tissue, or bone marrow at participating transplant facilities if a Participating Provider physician provides a written Referral for care to a transplant facility and Molina authorizes the services, as described in the “Accessing Care” section, under “What is a Prior Authorization?”.

After the Referral to a transplant facility, the following applies:

- If either the physician or the referral facility determines that You do not satisfy its respective criteria for a transplant, Molina will only cover services You receive before that determination is made
- Molina is not responsible for finding, furnishing, or ensuring the availability of an organ, tissue, or bone marrow donor
- In accord with our guidelines for services for living transplant donors, Molina provides certain donation-related services for a donor, or an individual identified as a potential donor, whether or not the donor is a Member. These services must be directly related to a covered transplant for You, which may include certain services for harvesting the organ, tissue, or bone marrow and for treatment of complications. Our guidelines for donor services are available by calling our Customer Support Center toll-free at 1 (888) 296-7677.

For covered transplant services, You will pay the Cost Sharing You would pay if the Covered Services are not related to transplant services. For example, for hospital inpatient care, you would pay the Cost Sharing listed under “Inpatient Hospital Services” in the Molina Healthcare of Ohio, Inc. Schedule of Benefits.

Molina provides or pays for donation-related services for actual or potential donors (whether or not they are Members) in accord with our guidelines for donor services at no charge.

Your coverage includes benefits related to transplant services for reasonable and necessary travel expenses you incur, including meals and lodging, for the transplant recipient and a family member or two family members if the patient is under age 18, subject to inpatient cost sharing set forth in the Schedule of Benefits.

The inpatient cost share is calculated based upon the reasonable and necessary amount of travel, including, meals, and lodging expenses regardless of what You actually pay. Amounts that You do not pay, or that are not reasonable or necessary, are not covered.

These additional benefits are available only if the Member’s immediate family lives more than 75 miles from the approved transplant facility. Excluded from this transportation and lodging benefit are:

- child care;
- mileage within the transplant city;
- rental cars, buses, taxis or shuttle service, except as specifically approved;
- frequent flyer miles;
- coupons, vouchers or travel tickets;
- prepayments or deposits;
- services for a condition that is not directly related to, or a direct result of, the transplant;
- telephone calls;
- laundry;
- postage;
- entertainment;
- interim visits to a medical facility while waiting for the actual transplant procedure;

- travel expenses for donor companion/caregiver; and
  - return visits for the donor for a treatment of a condition found during evaluation.
- Your claims for reimbursement for reasonable and necessary travel expenses, including meals and lodging, should be submitted as follows:

Molina Healthcare  
 PO Box 349020  
 Columbus, Ohio 43234-9020

Claims for reimbursement for reasonable and necessary travel expenses, including meals and lodging, must be verified and approved as reasonable and necessary by Molina before payment can be made. Molina will not reimburse You for amounts You are required to pay as Cost Sharing. You will only be reimbursed for costs associated with transplant services that are covered under this EOC, less applicable Cost Sharing amounts.

You will not be entitled to reimbursement for charges for travel expenses, including meals and lodging that are excluded from coverage under this EOC.

### **PRESCRIPTION DRUG COVERAGE**

We cover prescription drugs and medications when:

- They are ordered by a Participating Provider treating You and the drug is listed in the Molina Drug Formulary or has been approved by Molina's Pharmacy Department
- They are ordered or given while You are in an emergency room or hospital
- They are given while You are in a rest home, nursing home, or convalescent hospital and they are ordered by a Participating Provider for a Covered Service and You got the drug or medication through a pharmacy that is in the Molina pharmacy network.
- The drug is prescribed by a Participating Provider who is a family planning doctor or other provider whose services do not require an approval.

Prescription drugs are covered through Molina's contracted pharmacies within Ohio.

Prescription drugs are covered outside of the State of Ohio (out of area) for Emergency or Urgent Care services only.

If You have trouble getting a prescription filled at the pharmacy, please call Molina's Customer Support Center toll-free at 1 (888) 296-7677 for assistance. If You are deaf or hard of hearing, call our dedicated TTY line toll-free at 1 (800) 750-0750 or contact us with the National Relay Service by dialing 711.

You may view a list of pharmacies on Molina's website, [www.molinahealthcare.com](http://www.molinahealthcare.com).

### **Molina Drug Formulary (List of Drugs)**

Molina has a list of drugs that it will cover. The list is known as the Drug Formulary. The drugs on the list are chosen by a group of doctors and pharmacists from Molina and the medical community. The group meets every three months to talk about the drugs that are in the formulary. They review new drugs and changes in health care, in order to find the most effective drugs for different conditions. Drugs are added or taken off the Drug Formulary based on changes in medical practice, medical technology, and when new drugs come on the market.

You can look at our Drug Formulary on our website at [www.molinahealthcare.com](http://www.molinahealthcare.com). You may call Molina and ask about a drug. Call toll free 1 (888) 296-7677. We are here Monday through Friday, 7:00 a.m. through 7:00 p.m. ET. If You are deaf or hard of hearing, call toll-free 1 (800) 750-0750 or dial 711 for the National Relay Service.

You can also ask us to mail You a copy of the Drug Formulary. Remember that just because a drug is on the Drug Formulary does not guarantee that Your doctor will prescribe it for Your particular medical condition.

### **Access to Drugs Which Are Not Covered**

Molina does have a process to allow You to request and gain access to clinically appropriate drugs that are not covered under your product. If Your doctor orders a drug that is not listed in the Drug Formulary that he or she feels is best for You, Your doctor may make a request that Molina cover the drug for You through Molina's Pharmacy Department. If the request is approved, Molina will contact Your doctor. If the request is denied, Molina will send a letter to You and Your doctor stating why the drug was denied.

If You are taking a drug that is no longer on our Drug Formulary, Your doctor can ask us to keep covering it by sending us a Prior Authorization request for the drug. The drug must be safe and effective for Your medical condition. Your doctor must write Your prescription for the usual amount of the drug for You.

Molina will cover specific Non-Formulary drugs when the prescriber documents in the Your medical record and certifies that the formulary alternative has been ineffective in the treatment of the enrollee's disease or condition, or that the formulary alternative causes or is reasonably expected by the prescriber to cause a harmful or adverse reaction in the enrollee.

### **Cost Sharing for Prescription Drugs and Medications**

The Cost Sharing for prescription drugs and medications is listed on the Molina Healthcare of Ohio, Inc. Schedule of Benefits. Cost Sharing applies to all drugs and medicines prescribed by a Participating Provider on an outpatient basis unless such drug therapy is an item of EHB preventive care administered or prescribed by a Participating Provider and, therefore, not subject to Cost Sharing.

### **Generic Drugs**

Generic drugs have the same ingredients as brand name drugs. To be Food and Drug Administration (FDA) approved the generic drug must have the same active ingredient, strength and dosage (formulation) as the brand name drug. Companies making a generic drug have to prove to the FDA that the drug works just as well and is as safe as the brand name drug.

If Your doctor orders a brand name drug and there is a generic available, we will cover the generic medication.

If Your doctor says that You must have the brand name drug instead of the generic, he/she must submit a Prior Authorization request to Molina's Pharmacy department.

### **Brand Name Drugs**

Brand name drugs are prescription drugs or medicines that have been registered under a brand or trade name by its manufacturer and are advertised and sold under that name and indicated as a brand in the Medi-Span or similar third party national database used by Molina Healthcare and

our pharmacy benefit manager.

### **Specialty Oral and Injectable Drugs**

Specialty drugs are prescription legend drugs which:

- Are only approved to treat limited patient populations, indications or conditions; or
- Are normally injected, infused or require close monitoring by a physician or clinically trained individual; or
- Have limited availability, special dispensing, handling and delivery requirements, and/or require additional patient support, any or all of which make the drug difficult to obtain through traditional pharmacies.

Molina may require that specialty drugs be obtained from a participating specialty pharmacy or facility for coverage. Molina Healthcare's specialty pharmacy will coordinate with You or Your physician to provide delivery to either Your home or Your provider's office.

### **Off Label Drugs**

We cover drugs approved by the United States food and drug administration for treatment of indications for which the drug has not been approved by the United States food and drug administration, provided the drug has been recognized as safe and effective for treatment of that indication in one or more of the standard medical reference compendia adopted by the United States department of health and human services under 42 U.S.C. 1395x(t)(2), as amended, or in medical literature that meets the criteria specified below:

Medical literature where all of the following apply:

- (1) Two articles from major peer-reviewed professional medical journals have recognized, based on scientific or medical criteria, the drug's safety and effectiveness for treatment of the indication for which it has been prescribed;
- (2) No article from a major peer-reviewed professional medical journal has concluded, based on scientific or medical criteria, that the drug is unsafe or ineffective or that the drug's safety and effectiveness cannot be determined for the treatment of the indication for which it has been prescribed;
- (3) Each article meets the uniform requirements for manuscripts submitted to biomedical journals established by the international committee of medical journal editors or is published in a journal specified by the United States department of health and human services pursuant to Section 1861(t)(2)(B) of the "Social Security Act," 107 Stat. 591 (1993), 42 U.S.C. 1395 (x)(t)(2)(B), as amended, as accepted peer-reviewed medical literature.

### **Stop-Smoking Drugs**

We cover drugs to help You stop smoking. You must also enroll in and complete a certified stop-smoking program to get them. You can learn more about Your choices by calling Molina's Health Education Department toll-free at 1 (866) 472-9483, Monday through Friday. Your PCP helps You decide which stop-smoking drug is best for You. You can get up to a three-month supply of stop smoking medication.

### **Diabetic Supplies**

Diabetic supplies, such as insulin syringes, glucometers, blood glucose test strips and urine test



strips are covered supplies.

### **Day Supply Limit**

The prescribing Participating Provider determines how much of a drug, supply, or supplement to prescribe. For purposes of day supply coverage limits, the Participating Provider determines the amount of an item that constitutes a Medically Necessary 30-day supply for You. Upon payment of the Cost Sharing specified in this “Prescription Drug Coverage” section, you will receive the supply prescribed up to a 30-day supply in a 30-day period. Quantities that exceed the day supply limit are not covered unless Prior Authorized.

## **ANCILLARY SERVICES**

### **DURABLE MEDICAL EQUIPMENT**

If You need Durable Medical Equipment, Molina will rent or purchase the equipment for You. Prior Authorization (approval) from Molina is required for Durable Medical Equipment. The equipment must be provided through a vendor that is contracted with Molina. We cover reasonable repairs, maintenance, delivery and related supplies for Durable Medical Equipment. You may be responsible for repairs to Durable Medical Equipment if they are due to misuse or loss.

Covered Durable Medical Equipment includes (but is not limited to):

- Oxygen and oxygen equipment
- Apnea monitors
- Pulmoaides and related supplies
- Nebulizer machines, face masks, tubing, peak flow meters and related supplies
- Spacer devices for metered dose inhalers
- Colostomy bags, urinary catheters and supplies.

In addition, we cover the following Durable Medical Equipment and supplies for the treatment of diabetes, when Medically Necessary:

- Blood glucose monitors and blood glucose testing strips
- Blood glucose monitors designed to assist Members with low vision or who are blind
- Insulin pumps and all related necessary supplies
- Ketone urine testing strips
- Lancets and lancet puncture devices
- Pen delivery systems for the administration of insulin
- Podiatric devices to prevent or treat diabetes related foot problems
- Insulin syringes
- Visual aids, excluding eye wear, to assist those with low vision with the proper dosing of insulin.

## **Prosthetic and Orthotic Devices**

We do not cover most prosthetic and orthotic devices, but we do cover internally implanted devices and external devices as described in this “Prosthetic and Orthotic Devices” section if all of the following requirements are met:

- The device is in general use, intended for repeated use, and primarily and customarily used for medical purposes
- The device is the standard device that adequately meets Your medical needs
- You receive the device from the provider or vendor that Molina selects

When we do cover a prosthetic and orthotic device, the coverage includes:

- fitting and adjustment of the device
  - repair or replacement of the device (unless due to loss or misuse)
- services to determine whether You need a prosthetic or orthotic device

If we cover a replacement device, then You pay the Cost Sharing that would apply for obtaining that device, as specified below.

### **Internally implanted devices**

We cover prosthetic and orthotic devices, such as pacemakers, intraocular lenses, cochlear implants, osseointegrated hearing devices, and hip joints if these devices are implanted during a surgery that is otherwise covered by us.

For internally implanted devices, Inpatient Hospital Services Cost Sharing or Outpatient Hospital/Facility Services Cost Sharing will apply, as applicable.

### **External devices**

We cover the following external prosthetic and orthotic devices:

- Prosthetic devices and installation accessories to restore a method of speaking following the removal of all or part of the larynx (this coverage does not include electronic voice-producing machines, which are not prosthetic devices)
- Prostheses needed after a Medically Necessary mastectomy, including custom-made prostheses when Medically Necessary and up to three brassieres required to hold a prosthesis every 12 months
- Podiatric devices (including footwear) to prevent or treat diabetes-related complications when prescribed by a Participating Provider who is a podiatrist
- Compression burn garments and lymphedema wraps and garments
- Enteral formula for Members who require tube feeding in accord with Medicare guidelines
- Prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect

For external devices, Durable Medical Equipment Cost Sharing will apply.

## **HOME HEALTHCARE**

We cover these home health care services when Medically Necessary, referred by Your PCP, and approved by Molina:

- Part-time skilled nursing services
- Nurse visits
- In-home medical care services
- Physical therapy, occupational therapy, or speech therapy\*
- Medical social services
- Home health aide services
- Medical supplies
- Necessary medical appliances
- **Physical therapy** Treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following illness, injury, or loss of a body part. Non Covered Services include but are not limited to:
  - maintenance therapy to delay or minimize muscular deterioration in patients suffering from a chronic disease or illness;
  - repetitive exercise to improve movement, maintain strength and increase endurance (including assistance with walking for weak or unstable patients);
  - range of motion and passive exercises that are not related to restoration of a specific loss of function, but are for maintaining a range of motion in paralyzed extremities;
  - general exercise programs;
  - diathermy, ultrasound and heat treatments for pulmonary conditions;
  - diapulse; work hardening.
- **Speech therapy** Treatment for the correction of a speech impairment.
- **Occupational therapy** Treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the person's particular occupational role. Occupational therapy does not include diversional, recreational, vocational therapies (e.g. hobbies, arts and crafts). Non Covered Services include but are not limited to:
  - supplies (looms, ceramic tiles, leather, utensils);
  - therapy to improve or restore functions that could be expected to improve as the patient resumes normal activities again;
  - general exercises to promote overall fitness and flexibility;
  - therapy to improve motivation; suction therapy for newborns (feeding machines);
  - soft tissue mobilization (visceral manipulation or visceral soft tissue manipulation),
  - augmented soft tissue mobilization, myofascial;
  - adaptations to the home such as rampways, door widening, automobile adaptors, kitchen adaptation and other types of similar equipment.
- **Cardiac rehabilitation** Treatment to restore an individual's functional status after a cardiac event. It is a program of medical evaluation, education, supervised exercise training, and psychosocial support. Home programs, on-going conditioning and maintenance are not covered.
- **Pulmonary rehabilitation** Treatment to restore an individual's functional status after an illness or injury. Covered Services include but are not limited to Outpatient short-term respiratory services for conditions which are expected to show significant improvement through short-term therapy.

Also covered is inhalation therapy administered in Physician's office including but are not limited to breathing exercise, exercise not elsewhere classified, and other counseling. Pulmonary rehabilitation in the acute Inpatient rehabilitation setting is not a Covered Service.

The following home health care services are covered under Your product:

- Up to two hours per visit for visits by a nurse, medical social worker, physician, occupational, or speech therapist and up to four hours per visit by a home health aide
- Up to three visits per day (counting all home health visits)
- Up to 100 visits per calendar year (counting all home health visits)

We also cover private duty nursing if such services are certified by Your PCP initially and every two weeks thereafter, or more frequently if required by Molina for Medical Necessity.

You must have approval for all home health services before the service begins.

\*Please refer to the "Exclusions" section of this EOC for a description of benefit limitations and applicable exceptions.

## **TRANSPORTATION SERVICES**

### **Emergency Medical Transportation**

We cover Emergency transportation (ambulance), or ambulance transport services provided through the "911" emergency response system when Medically Necessary.

### **Non-Emergency Medical Transportation**

We cover non-Emergency medical transportation to medical facilities when Your medical and physical condition does not allow You to take regular means of public or private transportation (car, bus, air, etc.). This requires that You also have a written prescription from Your doctor. Examples of non-Emergency medical transportation include, but are not limited to, litter vans and wheelchair accessible vans. You must have Prior Authorization from Molina for these services before the services are given. Please review the Schedule of Benefits for applicability of this benefit to your plan.

### **Non-Emergency Non-Medical Transportation**

Non-Emergency non-medical transportation is available if You are recovering from serious injury or medical procedure that prevents You from driving to a medical appointment. You must have no other form of transportation available. Your physician (PCP or Specialist Physician) confirms that You require non-Emergency non-medical transportation to and from an appointment on a specified date.

Non-Emergency non-medical transportation for Members to medical services can be supplied by a passenger car, taxi cabs, or other forms of public/private transportation. Call at least two to three working days before Your appointment to arrange this transportation.

If You need non-Emergency non-medical transportation, please call Your PCP or Molina's Customer Support Center to see if You qualify for these services. You must have approval to get these services before the services are given.

## **Hearing Services**

We do not cover hearing aids (other than internally-implanted devices as described in the “Prosthetic and Orthotic Devices” section).

We do cover the following:

- Routine hearing screenings that are Preventive Care Services: no charge

## **OTHER SERVICES**

### **DIALYSIS SERVICES**

We cover acute and chronic dialysis services if all of the following requirements are met:

- The services are provided inside our Service Area
- You satisfy all medical criteria developed by Molina.
- A Participating Provider physician provides a written Referral for care at the facility

### **COVERED SERVICES FURNISHED WHILE TRAVELING OUTSIDE THE SERVICE AREA (INCLUDING THE UNITED STATES)**

Your Covered Services include Urgent Care Services and Emergency Services while traveling outside of the Service Area, including travel that takes You outside of the United States. If You need Urgent Care Services while traveling outside the United States, go to Your nearest urgent care center or emergency room. If You require Emergency Services while traveling outside the United States, please use that country’s or territory’s emergency telephone number or go to the nearest emergency room.

If You receive health care services while traveling outside the United States, You will be required to pay the non-Participating Provider’s charges at the time You obtain those services. You may submit a claim for reimbursement to Molina for charges that You paid for Covered Services furnished to You by the non-Participating Provider.

Members are responsible for ensuring that claims and/or records of such services are appropriately translated and that the monetary exchange rate is clearly identified when submitting claims for services received outside the United States. Medical records of treatment/service may also be required for proper reimbursement from Molina.

Your claims for reimbursement for Covered Services should be submitted as follows:

Molina Healthcare  
P.O. Box 22712  
Long Beach, CA 90802

Claims for reimbursement for Covered Services while You are traveling outside the United States must be verified by Molina before payment can be made. Molina will calculate the allowed amount that will be covered for Urgent Care Services and Emergency Services while traveling outside of the Service Area, in accordance with applicable state and federal laws.

Because these services are performed by a non-Participating Provider You will only be reimbursed for the allowed amount, which may be less than the amount You were charged by the non-Participating Provider. You will not be entitled to reimbursement for charges for health care services or treatment that are excluded from coverage under EOC, specifically those identified in “Services Provided Outside the United States (or Service Area)” in the “Exclusions” section of this EOC.

## **EXCLUSIONS**

### **What is Excluded from Coverage Under My Plan?**

This “Exclusions” section lists items and services excluded from coverage under this EOC. These exclusions apply to all services that would otherwise be covered under this EOC regardless of whether the services are within the scope of a provider’s license or certificate. Additional exclusions that apply only to a particular benefit are listed in the description of that benefit in the “What is Covered Under My Plan?” section.

### **Artificial Insemination and Conception by Artificial Means**

All services related to artificial insemination and conception by artificial means, such as: ovum transplants, gamete intrafallopian transfer (GIFT), semen and eggs (and services related to their procurement and storage), in vitro fertilization (IVF), and zygote intrafallopian transfer (ZIFT).

### **Bariatric Surgery**

Bariatric surgery. This includes but is not limited to:

- Roux-en-Y (RNY)
- Laparoscopic gastric bypass surgery or other gastric bypass surgery. (surgical procedures that reduce stomach capacity and divert partially digested food from the duodenum to the jejunum, the section of the small intestine extending from the duodenum)
- Gastroplasty, (surgical procedures that decrease the size of the stomach)
- Gastric banding procedures.

### **Certain Exams and Services**

Physical exams and other services (1) required for obtaining or maintaining employment or participation in employee programs, (2) required for insurance or licensing, or (3) on court order or required for parole or probation. This exclusion does not apply if a Participating Provider physician determines that the services are Medically Necessary.

### **Cosmetic Services**

Services that are intended primarily to change or maintain Your appearance, except that this exclusion does not apply to any of the following:

- Services covered under “Reconstructive Surgery” in the “What is Covered Under My Plan?” section
- The following devices covered under “Prosthetic and Orthotic Devices” in the “What is

Covered Under My Plan?” section: testicular implants implanted as part of a covered reconstructive surgery, breast prostheses needed after a mastectomy, and prostheses to replace all or part of an external facial body part

### **Custodial Care**

Assistance with activities of daily living (for example: walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medicine).

This exclusion does not apply to assistance with activities of daily living that is provided as part of covered hospice, skilled nursing facility, or inpatient hospital care.

### **Dental and Orthodontic Services**

Dental and orthodontic services such as x-rays, appliances, implants, services provided by dentists or orthodontists, dental services following accidental injury to teeth, and dental services resulting from medical treatment such as surgery on the jawbone and radiation treatment.

This exclusion does not apply to services covered under “Dental and Orthodontic Services” in the “What is Covered Under My Plan?” section.

### **Disposable Supplies**

Disposable supplies for home use, such as bandages, gauze, tape, antiseptics, dressings, Ace-type bandages, and diapers, underpads, and other incontinence supplies.

This exclusion does not apply to disposable supplies that are listed as covered in the “What is Covered Under My Plan?” section.

### **Experimental or Investigational Services**

Any medical service including procedures, medications, facilities, and devices that Molina has determined have not been demonstrated as safe or effective compared with conventional medical services.

This exclusion does not apply to any of the following:

- Services covered under “APPROVED CLINICAL TRIALS” in the “What is Covered Under My Plan?” section

Please refer to the “Claims Decisions, Internal Appeals, and External Review” section for information about Independent Medical Review related to denied requests for Experimental or Investigational services.

### **Hair Loss or Growth Treatment**

Items and services for the promotion, prevention, or other treatment of hair loss or hair growth.

### **Intermediate Care**

Care in a licensed intermediate care facility. This exclusion does not apply to services covered under “Durable Medical Equipment,” “Home Health Care,” and “Hospice Care” in the “What is

Covered Under My Plan?” section.

### **Items and Services That are Not Health Care Items and services**

Molina does not cover services that are not health care services, for example:

- Teaching manners and etiquette
- Teaching and support services to develop planning skills such as daily activity planning and project or task planning
- Items and services that increase academic knowledge or skills
- Teaching and support services to increase intelligence
- Academic coaching or tutoring for skills such as grammar, math, and time management
- Teaching You how to read, whether or not You have dyslexia
- Educational testing
- Teaching art, dance, horse riding, music, play or swimming
- Teaching skills for employment or vocational purposes
- Vocational training or teaching vocational skills
- Professional growth courses
- Training for a specific job or employment counseling
- Aquatic therapy and other water therapy

### **Items and Services to Correct Refractive Defects of the Eye**

Items and services (such as eye surgery or contact lenses to reshape the eye) for the purpose of correcting refractive defects of the eye such as myopia, hyperopia, or astigmatism, except those Covered Services listed under “Pediatric Vision Services” in the “What is Covered Under My Plan” section.

### **Massage Therapy**

### **Oral Nutrition**

Outpatient oral nutrition, such as dietary or nutritional supplements, specialized formulas, supplements, herbal supplements, weight loss aids, formulas, and food.

### **Residential Care**

Care in a facility where You stay overnight, except that this exclusion does not apply when the overnight stay is part of covered care in a hospital, a skilled nursing facility, inpatient respite care covered in the “Hospice Care” section, a licensed facility providing crisis residential services covered under “Inpatient psychiatric hospitalization and intensive psychiatric treatment programs” in the “Mental Health Services” section, or a licensed facility providing transitional residential recovery services covered under the “Substance Abuse Services” section.

### **Routine Foot Care Items and Services**

Routine foot care items and services that are not Medically Necessary.

### **Services Not Approved by the Federal Food and Drug Administration**



Drugs, supplements, tests, vaccines, devices, radioactive materials, and any other services that by law require federal FDA approval in order to be sold in the U.S. but are not approved by the FDA. This exclusion applies to services provided anywhere, even outside the U.S.

This exclusion does not apply to services covered under “Approved Clinical Trials” in the “What is Covered Under My Plan” section.

Please refer to the “Claims Decisions, Internal Appeals and External Review” section for information about Independent Medical Review related to denied requests for Experimental or Investigational services.

### **Services Performed by Unlicensed People**

Except as otherwise provided in this EOC, services that are performed by people who do not require licenses or certificates by the state to provide health care services are not covered.

### **Services Related to a Non-Covered Service**

When a Service is not covered, all services related to the non-Covered Service are excluded, except for services Molina would otherwise cover to treat complications of the non-Covered Service. For example, if You have a non-covered cosmetic surgery, Molina would not cover services You receive in preparation for the surgery or for follow-up care. If You later suffer a life-threatening complication such as a serious infection, this exclusion would not apply and Molina would cover any services that Molina would otherwise cover to treat that complication.

### **Surrogacy**

Services for anyone in connection with a surrogacy arrangement, except for otherwise-Covered Services provided to a Member who is a surrogate. A surrogacy arrangement is one in which a woman (the surrogate) agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child.

### **Transgender Surgery**

### **Travel and Lodging Expenses**

Travel and lodging expenses are not covered.

### **Services Provided Outside the United States (or Service Area)**

Any services and supplies provided to a Member outside the United States if the Member traveled to the location for the purposes of receiving medical services, supplies, or drugs are not covered. Also, routine care, preventive care, primary care, specialist care, and inpatient services are not covered when furnished outside the United States or anywhere else outside of the Service Area unless they are Urgent Care Services or Emergency Services furnished to a Member while traveling.

When death occurs outside the United States, the medical evacuation and repatriation of remains is not covered.

## **THIRD-PARTY LIABILITY**

You agree that, if Covered Services are provided to treat an injury or illness caused by the wrongful act or omission of another person or third party, provided that You are made whole for all other damages resulting from the wrongful act or omission before Molina is entitled to reimbursement, then You shall:

- Reimburse Molina for the reasonable cost of services paid by Molina to the extent permitted by Ohio law immediately upon collection of damages by him or her, whether by action or law, settlement or otherwise; and
- Fully cooperate with Molina in obtaining its lien rights for the reasonable value of services provided by Molina to the extent permitted under Ohio law Molina's lien may be filed with the person whose act caused the injuries, his or her agent or the court.

Molina shall be entitled to payment, reimbursement, and subrogation (recover benefits paid when other insurance provides coverage) in third party recoveries and You shall cooperate to fully and completely assist in protecting the rights of Molina including providing prompt notification of a case involving possible recovery from a third party.

## **WORKERS' COMPENSATION**

Molina shall not furnish benefits under this Agreement which duplicate the benefits to which You are entitled under any applicable workers' compensation law. You are responsible for taking whatever action is necessary to obtain payment under workers' compensation laws where payment under the workers compensation system can be reasonably expected. Failure to take proper and timely action will preclude Molina's responsibility to furnish benefits to the extent that payment could have been reasonably expected under workers' compensation laws. If a dispute arises between You and the Workers' Compensation carrier, as to Your ability to collect under workers' compensation laws, Molina will provide the benefits described in this Agreement until resolution of the dispute.

If Molina provides benefits which duplicate the benefits You are entitled to under workers' compensation law, Molina shall be entitled to reimbursement for the reasonable cost of such benefits.

## **RENEWAL AND TERMINATION**

### **How Does my Molina Coverage Renew?**

Coverage shall be renewed on the first day of each month, upon Molina's receipt of any prepaid Premiums due. Renewal is subject to Molina's right to amend this EOC. You must follow the procedures required by the Marketplace to redetermine Your eligibility for enrollment every year during the Marketplace's annual open enrollment period.

### **Does Molina use Genetic Screening or Testing for the purposes of Renewal or changes in Premiums, Deductibles, Copayments and Benefits and Coverage?**

No. Molina does not use genetic screening or testing, or the results thereof, with respect to cancellation, renewal, or limiting benefits or determining the Premiums, Deductibles, Copayments, Coinsurance or benefits and Covered Services under Your Agreement.

**Changes in Premiums, Deductibles, Copayments and Benefits and Coverage:**

Any change to this Agreement, including changes in Premiums, Benefits and Coverage or Covered Services, Deductible, Copayment, Coinsurance and Annual Out-of-Pocket Maximum amounts, is effective after 60 days' notice to the Subscriber's address of record with Molina.

**When Will My Molina Membership End?**

**(Termination of Benefits and Coverage)**

The termination date of Your coverage is the first day You are not covered with Molina (for example, if Your termination date is July 1, 2014, Your last minute of coverage was at 11:59 p.m. on June 30, 2014). If Your coverage terminates for any reason, You must pay all amounts payable and owing related to Your coverage with Molina, including Premiums, for the period prior to Your termination date.

Except in the case of fraud or deception in the use of services or facilities, Molina will return to You within 30 days the amount of Premiums paid to Molina which corresponds to any unexpired period for which payment had been received together with amounts due on claims, if any, less any amounts due Molina.

You may request a review by the Superintendent of the Department of Insurance if You believe that this Agreement has been or will be improperly cancelled, rescinded or not renewed. You may contact the Department of Insurance at its toll-free number, 1 (800) 686-1526 or TDD number for the deaf or hard of hearing, toll-free, at 1 (614) 644-3745, or online at [www.secured.insurance.ohio.gov/ConsumServ/ConServComments.asp](http://www.secured.insurance.ohio.gov/ConsumServ/ConServComments.asp).

Your membership with Molina will terminate if You:

- **No Longer Meet Eligibility Requirements:** You no longer meet the age or other eligibility requirements for coverage under this product as required by Molina or the Marketplace. You no longer live or work in Molina's Service Area for this product. The Marketplace will send You notice of any eligibility determination. Molina will send You notice when it learns You have moved out of the Service Area. Coverage will end at 11:59 p.m. on the last day of the month following the month in which either of these notices is sent to You unless You request an earlier termination effective date.
- **Request Disenrollment:** You decide to end Your membership and disenroll from Molina by notifying Molina and/or the Marketplace. Your membership will end at 11:59 p.m. on the 14th day following the date of Your request or a later date if requested by You. Molina may, at its discretion, accommodate a request to end Your membership in fewer than 14 days.
- **Change Marketplace Health Plans:** You decide to change from Molina to another health plan offered through the Marketplace either during an annual open enrollment period or other special enrollment period for which you have been determined eligible in accordance with the Marketplace's special enrollment procedures, or when You seek to enroll a new Dependent. Your membership will end at 11:59 p.m. on the day before the effective date of coverage through Your new health plan.
- **Fraud or Misrepresentation:** You commit any act or practice which constitutes fraud, or for any intentional misrepresentation of material fact under the terms of Your coverage

with Molina. Some examples include:

- Misrepresenting eligibility information.
- Presenting an invalid prescription or physician order.
- Misusing a Molina Member ID Card (or letting someone else use it).

After Your first 24 months of coverage, Molina may not terminate Your coverage due to any omissions, misrepresentations or inaccuracies in Your application form (whether willful or not).

If Molina terminates Your membership for cause, You will not be allowed to enroll with us in the future. We may also report criminal fraud and other illegal acts to the appropriate authorities for prosecution.

- **Discontinuation:** If Molina ceases to provide or arrange for the provision of health benefits for new or existing health care service plan contracts, in which case Molina will provide You with written notice at least 180 days prior to discontinuation of those contracts.
- **Withdrawal of Plan:** Molina withdraws this plan from the market, in which case Molina will provide You with written notice at least 90 days before the termination date.
- **Nonpayment of Premiums:** If You do not pay required Premiums by the due date, Molina may terminate Your coverage as further described below.

Your coverage under certain Benefits and Coverage will terminate if your eligibility for such benefits end. For instance, a Member who attains the age of 19 will no longer be eligible for Pediatric Vision Services covered under this Agreement and, as a result, such Member's coverage under those specific Benefits and Coverage will terminate on his or her 19<sup>th</sup> birthday, without affecting the remainder of this EOC.

## **PREMIUM PAYMENTS AND TERMINATION FOR NON-PAYMENT**

**Premium Notices/Termination for Non-Payment of Premiums.** Your Premium payment obligations are as follows:

- Your Premium payment for the upcoming coverage month is due no later than the first day of that month. This is the "**Due Date.**" Molina will send You a bill in advance of the Due Date for the upcoming coverage month. If Molina does not receive the full Premium payment due on or before the Due Date, Molina will send a notice of non-receipt of Premium payment and cancellation of coverage (the "**Late Notice**") to the Subscriber's address of record. This Late Notice will include, among other information, the following:
  - A statement that Molina has not received full Premium payment and that we will terminate this Agreement for nonpayment if we do not receive the required Premiums prior to the expiration of the grace period as described in the Late Notice.
  - The amount of Premiums due.

- The specific date and time when the membership of the Subscriber and any enrolled Dependents will end if we do not receive the required Premiums.
- Except for Subscribers who receive advance payment of the premium tax credit, if You have received a Late Notice that Your coverage is being cancelled or not renewed due to failure to pay Your Premium, Molina will give You a 30-day “grace period.” Subscribers who receive advance payment of the premium tax credit will be given a three month “grace period.” During the grace period, You can avoid cancellation or nonrenewal by paying the Premium You owe to Molina. If You do not pay the Premium by the end of the grace period, this Agreement will be cancelled at the end of the grace period. You will still be responsible for any unpaid Premiums You owe Molina for the grace period.
- Molina will pay for Covered Services received during the 30-day grace period. For Subscribers entitled to the three month grace period, Molina will hold back payment for Covered Services after the first month of the grace period until we receive the delinquent Premiums. If Premiums are not received by the end of the three month grace period, the Subscriber will be responsible for payment of the Covered Services received during the second and third months.

### **Reinstatement after Termination for Nonpayment of Premiums**

- When You have been terminated for nonpayment of Premiums, You may not enroll in Molina even after paying all amounts owed unless we approve the enrollment.
- If Molina terminates this Agreement for nonpayment of Premiums, we will permit reinstatement of this Agreement once during any 12-month period if we receive the amounts owed within 15 days of the date of the Termination Notice, described below. Molina will not reinstate this Agreement if You do not obtain reinstatement of Your terminated Agreement within the required 15 days, or if we terminate the Agreement for nonpayment of Premiums more than once in a 12-month period. In either case, You will be ineligible to re-enroll for a period of 12 months from the effective date of termination.

**Termination Notice:** Upon termination of this Agreement, Molina will mail a Termination Notice to the Subscriber’s address of record specifying the date and time when the membership ended.

## **YOUR RIGHTS AND RESPONSIBILITIES**

### **What are My Rights and Responsibilities as a Molina Member?**

These rights and responsibilities are on the Molina web site: [www.molinahealthcare.com](http://www.molinahealthcare.com).

#### **Your Rights**

You have the right to:

- Be treated with respect and recognition of Your dignity by everyone who works with Molina.
- Get information about Molina, our providers, our doctors, our services and Members’ rights and responsibilities.
- Choose Your “main” doctor from Molina’s list of Participating Providers (This doctor is called Your Primary Care Doctor or Personal Doctor).

- Be informed about Your health. If You have an illness, You have the right to be told about all treatment options regardless of cost or benefit coverage. You have the right to have all Your questions about Your health answered.
- Help make decisions about Your health care. You have the right to refuse medical treatment.
- You have a right to Privacy. We keep Your medical records private.\*
- See Your medical record. You also have the right to get a copy of and correct Your medical record where legally allowed.\*
- Complain about Molina or Your care. You can call, fax, e-mail or write to Molina's Customer Support Center.
- Appeal Molina's decisions. You have the right to have someone speak for You during Your grievance.
- Disenroll from Molina (leave the Molina Healthcare product).
- Ask for a second opinion about Your health condition.
- Ask for someone outside Molina to look into therapies that are Experimental or Investigational.
- Decide in advance how You want to be cared for in case You have a life-threatening illness or injury.
- Get information about Molina, Your providers, or Your health in the language You prefer.
- Ask for and get materials in other formats such as, larger size print, audio and Braille upon request and in a timely fashion appropriate for the format being requested and in accordance with state laws.
- Receive instructions on how You can view online, or request a copy of, Molina's non-proprietary clinical and administrative policies and procedures.
- Get a copy of Molina's list of approved drugs (Drug Formulary) on request.
- Submit a grievance if You do not get Medically Necessary medications after an Emergency visit at one of Molina's contracted hospitals.
- Not to be treated poorly by Molina or Your doctors for acting on any of these rights.
- Make recommendations regarding Molina's Member rights and responsibilities policies.
- Be free from controls or isolation used to pressure, punish or seek revenge.
- File a grievance or complaint if You believe Your linguistic needs were not met by Molina.
- Subject to eligibility requirements, Members may have the option to convert to the Subscriber under this Agreement under the following circumstances: 1) The Member's spouse dies, 2) the Member's marriage to his or her spouse is terminated by divorce, dissolution, annulment, or other legally recognized manner, or 3) the Member is a child that reaches the limiting age under this Agreement while he or she is still a dependent.

\*Subject to State and Federal laws

### **Your Responsibilities**

You have the responsibility to:

- Learn and ask questions about Your health benefits. If You have a question about Your benefits, call toll-free at **1 (888) 296-7677**.
- Give information to Your doctor, provider, or Molina that is needed to care for You.
- Be active in decisions about Your health care.
- Follow the care plans for You that You have agreed on with Your doctor(s).
- Build and keep a strong patient-doctor relationship. Cooperate with Your doctor and staff. Keep appointments and be on time. If You are going to be late or cannot keep Your

appointment, call Your doctor's office.

- Give Your Molina card when getting medical care. Do not give Your card to others. Let Molina know about any fraud or wrong doing.
- Understand Your health problems and participate in developing mutually agreed-upon treatment goals as You are able.

### **Be Active In Your Healthcare**

#### **Plan Ahead**

- Schedule Your appointments at a good time for You
- Ask for Your appointment at a time when the office is least busy if You are worried about waiting too long
- Keep a list of questions You want to ask Your doctor
- Refill Your prescription before You run out of medicine

#### **Make the Most of Doctor Visits**

- Ask Your doctor questions
- Ask about possible side effects of any medication prescribed
- Tell Your doctor if You are drinking any teas or taking herbs. Also tell Your doctor about any vitamins or over-the-counter medications You are using

#### **Visiting Your Doctor When You are Sick**

- Try to give Your doctor as much information as You can.
- Are You getting worse or are Your symptoms staying about the same?
- Have You taken anything?

If You would like more information, please call Molina's Customer Support Center. The toll-free at 1 (888) 296-7677, Monday through Friday, between 7:00 a.m. and 7:00 p.m. ET.

## **MOLINA HEALTHCARE SERVICES**

### **Molina is Always Improving Services**

Molina makes every effort to improve the quality of health care services provided to You. Molina's formal process to make this happen is called the "Quality Improvement Process." Molina does many studies through the year. If we find areas for improvement, we take steps that will result in higher quality care and service.

If You would like to learn more about what we are doing to improve, please call Molina toll-free at 1 (888) 296-7677 for more information.

### **Your Healthcare Privacy**

Your privacy is important to us. We respect and protect Your privacy. Please read our Notice of Privacy Practices, at the front of this EOC.

## **New Technology**

Molina is always looking for ways to take better care of our Members. That is why Molina has a process in place that looks at new medical technology, drugs, and devices for possible added benefits.

Our Medical Directors find new medical procedures, treatment, drugs and devices when they become available. They present research information to the Utilization Management Committee where physicians review the technology. Then they suggest whether it can be added as a new treatment for Molina Members.

For more information on new technology, please call Molina's Customer Support Center.

## **What Do I Have to Pay For?**

Please refer to the "Molina Healthcare of Ohio, Inc. Schedule of Benefits" at the front of this EOC for Your Cost Sharing responsibilities for Covered Services.

Note that You may be liable to pay for the full price of medical services when:

- You ask for and get medical services that are not covered, such as cosmetic surgery.
- Except in the case of Emergency or out of area Urgent Care Services, You ask for and get health care services from a doctor or hospital that is not a Participating Provider with Molina without getting an approval from Your PCP or Molina

If Molina fails to pay a Molina provider (also known as a Participating Provider) for giving You Covered Services, You are not responsible for paying the provider for any amounts owed by us. Ohio State law requires Molina to put this statement into all of its contracts with providers. For information on how to file a complaint if You receive a bill, please see below.

Molina is not a member of any guaranty fund, so in the event of the insolvency of Molina only Participating Providers are prevented from billing You directly for unpaid Covered Services that were rendered by the Participating Provider.

However, in the event of the insolvency of Molina you may be financially responsible for services provided by non-Participating Providers, whether or not those services were authorized by Molina.

## **What if I have paid a medical bill or prescription? (Reimbursement Provisions)**

With the exception of any required Cost Sharing amounts (such as a Deductible, Copayment or Coinsurance), if You have paid for a Covered Service or prescription that was approved or does not require approval, Molina will pay You back. You will need to mail or fax us a copy of the bill from the doctor, hospital or pharmacy and a copy of Your receipt. If the bill is for a prescription, You will need to include a copy of the prescription label. Mail this information to Molina's Customer Support Center. The address is on the first page of this EOC.

After we receive Your letter, we will respond to You within thirty (30) days. If Your claim is accepted, we will mail You a check. If not, we will send You a letter telling You why. If You do not agree with this, You may appeal by calling Molina toll-free at 1 (888) 296-7677. Call



Monday through Friday, 7:00 a.m. to 7:00 p.m. ET.

### **How Does Molina Pay for My Care?**

Molina contracts with providers in many ways. Some Molina Participating Providers are paid a flat amount for each month that You are assigned to their care, whether You see the provider or not. There are also some providers who are paid on a fee-for-service basis. This means that they are paid for each procedure they perform. Some providers may be offered incentives for giving quality preventive care. Molina does not provide financial incentives for utilization management decisions that could result in Referral denials or under-utilization.

For more information about how providers are paid, please call Molina's Customer Support Center toll-free at 1 (888) 296-7677. Call Monday through Friday, 7:00 a.m. to 7:00 p.m. ET. You may also call Your provider's office or Your provider's medical group for this information.

### **Advance Directives**

An Advance Directive is a form that tells medical providers what kind of care You want if You cannot speak for Yourself. An Advance Directive is written before You have an Emergency. This is a way to keep other people from making important health decisions for You if You are not well enough to make Your own. A "Durable Power of Attorney for Health Care" or "Natural Death Act Declaration" are types of Advance Directives. You have the right to complete an Advance Directive. Your PCP can answer questions about Advance Directives.

You may call Molina to get information regarding State law on Advance Directives, and changes to Advance Directive laws. Molina updates advanced directive information no later than 90 calendar days after receiving notice of changes to State laws.

For more information, call Molina's Customer Support Center toll-free at 1 (888) 296-7677. If You are deaf or hard of hearing, call our dedicated TTY line toll-free at 1 (800) 750-0750. Or, dial 711 for the National Relay Service.

## **COORDINATION OF BENEFITS**

This Coordination of Benefits ("COB") provision applies when a person has health care coverage under more than one Plan. For purposes of this COB provision, Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the "**Primary Plan**". The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the "**Secondary Plan**". The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

### **Definitions (applicable to this COB provision)**

A "**Plan**" is 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 members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, health insuring corporation contracts, Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Ohio Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- “**This Plan**” means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- The order of benefit determination rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan. When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan’s benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.
- “**Allowable Expense**” is a health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.
2. If a person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.

3. If a person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans.

However, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.

5. The amount of any benefit reduction by the Primary Plan because a Member has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

**“Closed Panel Plan”** is a Plan that provides health care benefits to Members primarily in the form of services through a panel of providers which have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

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

### **Order of Benefit Determination Rules**

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

A. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.

B. (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.

(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.

C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

D. Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the Plan that covers the person as a dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:

(a) For a dependent child whose parents are married or are 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; or
- If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

However, if one spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), we will follow the rules of that Plan.

(b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- • The Plan covering the Custodial Parent;
- • The Plan covering the spouse of the Custodial Parent;

- • The Plan covering the non-Custodial Parent; and then
- • The Plan covering the spouse of the non-Custodial Parent.

(c) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(4) COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(5) Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

#### **Effect On The Benefits Of This Plan**

When This Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a Member is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

## **Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Molina may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Molina any facts it needs to apply those rules and determine benefits payable.

## **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, Molina may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

## **Right of Recovery**

If the amount of the payments made by Molina is more than we should have paid under this COB provision, we may recover the excess from one or more of the persons we paid or for whom we had paid, or any other person or organization that may be responsible for the benefits or services provided for the Member. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

## **Coordination Disputes**

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. Follow the steps described in the "Complaints" section, below. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department's website at <http://insurance.ohio.gov>.

# **COMPLAINTS**

## **What is a Complaint?**

A complaint is any dissatisfaction that You have with Molina or any Participating Provider that is not related to the denial of healthcare services. For example you may be dissatisfied with the hours of availability of your doctor. A complaint does not include issues relating to the denial of healthcare services. Issues relating to the denial of health care services are Appeals, and should be filed with Molina or the Ohio Department of Insurance in the manner described in the Internal Appeals section below.

## **What if I Have a Complaint?**

If You have a complaint You can call the following toll-free numbers for assistance:

- Molina at 1 (888) 296-7677, Monday through Friday, 7:00 a.m. - 7:00 p.m. EST.
- If You are deaf or hard of hearing You can call the TTY line at 1 (800) 750-0750 or You can also contact us by calling the National Relay Service at 711.
- You may also contact Molina through Our website [www.molinahealthcare.com](http://www.molinahealthcare.com) or by writing a letter. Our address is:

Molina Healthcare of Ohio, Inc.  
 Grievance and Appeals Unit  
 P.O. Box 349020  
 Columbus, OH 43234-9020

- **You may also contact the Ohio Department of Insurance**

Ohio Department of Insurance  
 ATTN: Consumer Affairs  
 50 West Town Street, Suite 300, Columbus, OH 43215  
 800-686-1526 / 614-644-2673  
 614-644-3744 (fax)  
 614-644-3745 (TDD)  
 Contact ODI Consumer Affairs:  
<https://secured.insurance.ohio.gov/ConsumServ/ConServComments.asp>  
 File a Consumer Complaint:  
<http://insurance.ohio.gov/Consumer/OCS/Pages/ConsCompl.aspx>

Molina recognizes the fact that You may not always be satisfied with the care and services provided by our contracted doctors, hospitals and other providers. We want to know about your concerns and any complaints you may have. You may file a complaint in writing or by calling Us. We will respond to Your complaint no later than 60-days from when We receive it.

## **CLAIMS DECISIONS, INTERNAL APPEALS, AND EXTERNAL REVIEW**

### **Definitions**

For the purposes of this section:

“Adverse Benefit Determination” means a decision by Molina:

- (1) To deny, reduce, or terminate a requested health care service or payment in whole or in part, including all of the following:
  - (a) A determination that the health care service does not meet Molina’s requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, including Experimental or Investigational treatments;
  - (b) A determination that a health care service is not a Covered Service;

(c) The imposition of an exclusion source of injury, network, or any other limitation on benefits that would otherwise be covered.

(2) Not to issue individual health insurance coverage to an applicant, including initial eligibility determinations;

(3) To rescind coverage on a health benefit plan.

“Final Adverse Benefit Determination” means an Adverse Benefit Determination that is upheld after the internal appeal process. If the time period allowed for the internal appeal elapses without a determination by Molina, then the internal appeal will be deemed to be a Final Adverse Benefit Determination.

“Urgent Care Service”: means a medical service where the application of non-Urgent Care Service time frames could seriously jeopardize:

- Your life or health or Your unborn child; or
- In the opinion of the treating physician, would subject You to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

### **Appointing a Representative**

If You would like someone to act on your behalf regarding a claim or an appeal of an Adverse Benefit Determination You may appoint an authorized representative. Please send Your representative’s name, address, and telephone contact information to:

Molina Healthcare of Ohio, Inc.  
Grievance and Appeals Unit  
P.O. Box 349020  
Columbus, OH 43234-9020  
1 (888) 296-7677  
1 (800) 750-0750 (TTY)

You must pay the cost of anyone You hire to represent or help You.

### **CLAIMS DECISIONS**

After a determination on a claim is made, we will notify You of a favorable determination or Adverse Benefit Determination within a reasonable time, as follows:

<b>Request Types</b>	<b>Timeframe for Decision</b>	<b>Timeframe for Notification of Decision</b>
Pre-Service Claim	Two business days from receipt of all information reasonably necessary and requested by Molina	Within three business days of decision
Concurrent Service Claim	One business days from receipt of all information	Within one business day of decision



	reasonably necessary and requested by Molina	
Post-Service Claim	30 calendar days from the receipt of all information reasonably necessary and requested by Molina	Within five business days of decision

Urgent Care Service – A claim involving an Urgent Care Service is processed as timely as is possible given the circumstances and will always be processed within no more than 72 hours from receipt of all information reasonably necessary and requested by Molina to make the determination or, if shorter, the period of time required under Section 2719 of the federal Public Health Services Act and subsequent rules and regulations.

**Initial Denial Notices**

Notice of an Adverse Benefit Determination (including a partial claim denial) will be provided to You by mail, postage prepaid, by FAX or by e-mail, as appropriate, within the time frames noted above. With respect to Adverse Benefit Determinations involving an Urgent Care Service, notice may be provided to You orally within the time frames noted above. If oral notice is given, written notification must be provided no later than three days after oral notification.

An Adverse Benefit Determination notice will convey the specific reason for the Adverse Benefit Determination and the specific plan provisions upon which the determination is based. The notice will also include a description of any additional information necessary to perfect the claim and an explanation of why such information is necessary. The notice will disclose if any internal plan rule, protocol or similar criterion was relied upon to deny the claim and a copy of the rule, protocol or similar criterion will be provided to You, free of charge. In addition to the information provided in the notice, You have the right to request the diagnosis and treatment codes and descriptions upon which the determination is based.

The notice will describe Molina's review procedures and the time limits applicable to such procedures following an Adverse Benefit Determination on review.

If an Adverse Benefit Determination is based on Medical Necessity, Experimental or Investigational treatment or similar exclusion or limitation, the notice will provide an explanation of the scientific or clinical basis for the determination, free of charge. The explanation will apply the terms of the plan to Your medical circumstances.

In the case of an Adverse Benefit Determination involving a claim for Urgent Care Service, the notice will provide a description of Molina's expedited review procedures, which are also covered below.

**INTERNAL APPEALS**

You must appeal an Adverse Benefit Determination within 180 days after receiving written notice of the denial (or partial denial). You may appeal an Adverse Benefit Determination by means of written notice to us, in person, orally, or by mail, postage prepaid.

Your request should include:

- The date of your request.
- Your name (please print or type).
- The date of the service we denied.
- Your identification number, claim number, and provider name as shown on the explanation of health care benefits, which You will automatically receive when we process Your claim.)

You should keep a copy of the request for Your records because no part of it can be returned to You.

You may request an expedited internal appeal of an Adverse Benefit Determination involving an Urgent Care Service orally or in writing. In such case, all necessary information will be transmitted between Molina and You by telephone, FAX, or other available similarly expeditious method, to the extent permitted by applicable law.

You may also request an expedited external review of an Adverse Benefit Determination involving an Urgent Care Service at the same time a request is made for an expedited internal appeal of an Adverse Benefit Determination if Your treating physician certifies that the Adverse Benefit Determination involves a medical condition that could seriously jeopardize Your life or health, or would jeopardize Your ability to regain maximum function, if treated after the time frame of an expedited internal appeal (*i.e.*, 72-hours). You may not file a request for expedited external review unless You also file an expedited internal appeal.

Determination of appeals of Adverse Benefit Determinations will be conducted promptly, will not defer to the initial determination and will not be made by the person who made the initial Adverse Benefit Determination or a subordinate of that person. The determination will take into account all comments, documents, records, and other information submitted by You relating to the claim.

On appeal, You may review relevant documents and may submit issues and comments in writing. You may also, upon request, discover the identity of medical or vocational experts whose advice was obtained on behalf of Molina in connection with the Adverse Benefit Determination being appealed, as permitted under applicable law.

If the Adverse Benefit Determination is based in whole, or in part, upon a medical judgment, including determinations as to whether a particular treatment, drug, or other service is Experimental or Investigational, or not Medically Necessary or appropriate, the person deciding the appeal will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The consulting health care professional will not be the same person who decided the initial appeal or a subordinate of that person.

If new or additional evidence is relied upon or if new or additional rationale is used during the internal appeal process, we will provide to You, free of charge, the evidence or rationale as soon as possible and in advance of the appeals decision in order to provide You a reasonable opportunity to respond.

### **Time Periods for Decisions on Appeal**

Appeals of Adverse Benefit Determinations will be decided and notice of the decision provided as follows:

<b>TIMEFRAME FOR RESPONDING TO APPEAL</b>	
<b>REQUEST TYPES</b>	<b>TIMEFRAME FOR DECISION</b>
URGENT CARE SERVICE DECISIONS	WITHIN 72 HOURS.
PRE-SERVICE DECISIONS	WITHIN 30 DAYS.
POST-SERVICE DECISIONS	WITHIN 60 DAYS.

### **Appeals Denial Notices**

Notice of a Final Adverse Benefit Determination (including a partial denial) will be provided to You by mail, postage prepaid, by FAX or by e-mail, as appropriate, within the time periods noted above.

A notice that a claim appeal has been denied will include:

- The specific reason or reasons for the Final Adverse Benefit Determination;
- Reference to the specific plan provision upon which the determination is based;
- If any internal Molina rule, protocol or similar criterion was relied upon to deny the claim. A copy of the rule, protocol or similar criterion will be provided to You, free of charge;
- A statement of Your right to external review, a description of the external review process, and the forms for submitting an external review request, including release forms authorizing Molina to disclose protected health information pertinent to the external review; and
- If a Final Adverse Benefit Determination is based on Medical Necessity, Experimental or Investigational treatment or similar exclusion or limitation, the notice will provide an explanation of the scientific or clinical basis for the determination, free of charge. The explanation will apply the terms of this Agreement to Your medical circumstances. In addition to the information provided in the notice, You have the right to request the diagnosis and treatment codes and descriptions upon which the determination is based. For assistance with appeals, complaints or the external review process You may write or call:

Ohio Department of Insurance

Attn: Consumer Affairs

50 West Town Street

Suite 300

Columbus, OH 43215-1067

Consumer Affairs: [https://secured.insurance.ohio.gov/ConsumerServ/](https://secured.insurance.ohio.gov/ConsumerServ/ConServComments.asp)

[ConServComments.asp](https://secured.insurance.ohio.gov/ConsumerServ/ConServComments.asp)

Consumer Complaints: <http://Insurance.ohio.gov/Consumer/OCS/Pages/ConsCompl.aspx>

Phone: 614-644-2673 or 800-686-1526 or

TDD: 614-644-3745

Fax: 614-644-3744

## **EXTERNAL REVIEW**

### **Understanding the External Review Process**

After you receive a Final Adverse Benefit Determination You may request an external review if you believe that a healthcare service has been improperly denied, modified, or delayed on the grounds that the healthcare service is not Medically Necessary.

### **Opportunity for External Review**

An external review may be conducted by an Independent Review Organization (IRO) for Final Adverse Benefit Determinations involving Medical Necessity or medical judgment or by the Ohio Department of Insurance if the Final Adverse Benefit Determination involves a determination that the medical service is not covered by this Agreement. Molina will not choose or influence the IRO's reviewers.

There are three types of IRO reviews involving Medical Necessity or medical judgment, 1) standard external review, 2) expedited external review, and 3) external review of Experimental or Investigational treatment.

### **Standard External Review**

A standard external review is normally completed within 30 days and applies to Adverse Benefit Determinations involving medical judgment.

### **Expedited External Review**

An expedited review for urgent medical situations, including reviews of Experimental or Investigational treatment involving an urgent medical situation are normally completed within 72 hours and can be requested if any of the following applies:

- Your treating physician certifies that the Adverse Benefit Determination involves a medical condition that could seriously jeopardize Your life or health or would jeopardize Your ability to regain maximum function if treatment is delayed until after the time frame of an expedited internal appeal or a standard external review
- The Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care service for which You received emergency services, but have not yet been discharged from a facility
- An expedited internal appeal is in process for an Adverse Benefit Determination of Experimental or Investigational treatment and Your treating physician certifies in writing that the recommended health care service or treatment would be significantly less effective if not promptly initiated

### **External Review of Experimental and Investigational Treatment**

Requests for standard or expedited external reviews that involve Adverse Benefit Determinations that a treatment is Experimental or Investigational may proceed if Your treating physician certifies one of the following:

- Standard health care services have not been effective in improving Your condition,
- Standard health care services are not medically appropriate for You, or
- No available standard health care service covered by Molina is more beneficial than the requested health care service

#### **Request for External Review in General**

- You must request an external review within 180 days of the date of the notice of Final Adverse Benefit Determination issued by Molina.
- All requests must be in writing, except for a request for an expedited external review.
- Expedited external reviews may be requested electronically or orally.
- If the request is complete Molina will initiate the external review and notify You in writing that the request is complete and eligible for external review.
  - The notice will include the name and contact information for the assigned IRO or the Ohio Department of Insurance (as applicable) for the purpose of submitting additional information
  - The notice will inform You that, within 10 business days after receipt of the notice, You may submit additional information in writing to the IRO or the Ohio Department of Insurance (as applicable) for consideration in the review
- Molina will also forward all documents and information used to make the Adverse Benefit Determination to the assigned IRO or the Ohio Department of Insurance (as applicable).
- If the request is not complete Molina will inform You in writing and specify what information is needed to make the request complete.
- If Molina determines that the Adverse Benefit Determination is not eligible for external review, Molina will notify You in writing and provide You with the reason for the denial and inform You that the denial may be appealed to the Ohio Department of Insurance.
- The Ohio Department of Insurance may determine the request is eligible for external review regardless of the decision by Molina and require that the request be referred for external review. The Department's decision will be made in accordance with the terms of the Molina and all applicable provisions of the law.
- Molina will pay the costs of the external review.

#### **IRO Assignment**

- The Ohio Department of Insurance maintains a secure web based system that is used to manage and monitor the external review process.
- When Molina initiates an external review by an IRO in this system, the Ohio Department of Insurance system randomly assigns the review to an Ohio accredited IRO that is qualified to conduct the review based on the type of health care service.
- Molina and the IRO are automatically notified of the assignment.

### **IRO Review and Decision**

- The IRO must forward, upon receipt, any additional information it receives from You to Molina. At any time Molina may reconsider its Adverse Benefit Determination and provide coverage for the health care service. Reconsideration will not delay or terminate the external review. If Molina reverses the Adverse Benefit Determination, We will notify You, the assigned IRO and the Ohio Department of Insurance within one day of the decision. Upon receipt of the notice of reversal by Molina, the IRO will terminate the review.
- In addition to all documents and information considered by Molina in making the Adverse Benefit Determination, the IRO must consider things such as; Your medical records, the attending health care professional's recommendation, consulting reports from appropriate health care professionals, the terms of coverage under this Agreement and the most appropriate practice guidelines.
- The IRO will provide a written notice of its decision within 30 days of receipt by Molina of a request for a standard review or within 72 hours of receipt by Molina of a request for an expedited review. This notice will be sent to You, the Molina and the Ohio Department of Insurance and must include the following information.
  - A general description of the reason for the request for external review
  - The date the independent review organization was assigned by the Ohio Department of Insurance to conduct the external review
  - The dates over which the external review was conducted
  - The date on which the independent review organization's decision was made
  - The rationale for its decision
  - References to the evidence or documentation, including any evidence-based standards, that was used or considered in reaching its decision

### **Binding Nature of External Review Decision**

- An external review decision is binding on Molina except to the extent Molina has other remedies available under state law. The decision is also binding on You except to the extent that You have other remedies available under applicable state or federal law
- You may not file a subsequent request for an external review involving the same Adverse Benefit Determination that was previously reviewed unless new medical or scientific evidence is submitted to Molina

### **If You Have Questions About Your Rights or Need Assistance**

You may contact:

Ohio Department of Insurance  
ATTN: Consumer Affairs  
50 West Town Street, Suite 300, Columbus, OH 43215  
800-686-1526 / 614-644-2673  
614-644-3744 (fax)  
614-644-3745 (TDD)

Contact ODI Consumer Affairs:

<https://secured.insurance.ohio.gov/ConsumServ/ConServComments.asp>

File a Consumer Complaint:

<http://insurance.ohio.gov/Consumer/OCS/Pages/ConsCompl.aspx>

### **DEPARTMENT OF INSURANCE EXTERNAL REVIEW**

You may request an external review of a Final Adverse Benefit Determination by the Ohio Department of Insurance if you believe that a healthcare service has been improperly denied, modified, or delayed on the grounds that the healthcare service is not covered under this Agreement or You are denied an external review of an Adverse Benefit Determination or Final Adverse Benefit Determination. You may contact the Ohio Department of Insurance:

Ohio Department of Insurance  
ATTN: External Review Unit  
50 West Town Street, Suite 300, Columbus, OH 43215  
800-686-1526 / 614-644-2673  
614-644-3744 (fax)  
614-644-3745 (TDD)

## **OTHER**

### **MISCELLANEOUS PROVISIONS**

#### **Acts Beyond Molina's Control**

If circumstances beyond the reasonable control of Molina, including any major disaster, epidemic, complete or partial destruction of facility, war, riot, or civil insurrection, result in the unavailability of any facilities, personnel, or Participating Providers, then Molina and the Participating Provider shall provide or attempt to provide Benefits and Coverage insofar as practical, according to their best judgment, within the limitation of such facilities and personnel and Participating Providers.

Neither Molina nor any Participating Provider shall have any liability or obligation for delay or failure to provide Benefits and Coverage if such delay or failure is the result of any of the circumstances described above.

#### **Waiver**

Molina's failure to enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision of this Agreement, or impair Molina's right to require Your performance of any provision of this Agreement.

#### **Non-Discrimination**

Molina does not discriminate in hiring staff or providing medical care on the basis of pre-existing health condition, color, creed, age, national origin, ethnic group identification, religion, handicap, disability, sex or sexual orientation.

If You think You have not been treated fairly please call the Customer Support Center toll-free at 1(888) 296-7677.

#### **Organ or Tissue Donation**

You can become an organ or tissue donor. Medical advancements in organ transplant technology have helped many patients. However, the number of organs available is much smaller than the number of patients in need of an organ transplant. You may choose to be an organ tissue donor by registering with the Ohio Department of Health by going online at <http://www.donatelifehio.org/> to add your name to the registry.

**Agreement Binding on Members**

By electing coverage or accepting benefits under this Agreement, all Members legally capable of contracting, and the legal representatives for all Members incapable of contracting, agree to all provisions of this Agreement.

**Assignment**

You may not assign this Agreement or any of the rights, interests, claims for money due, benefits, or obligations hereunder without our prior written consent.

**Governing Law**

Except as preempted by federal law, this Agreement will be governed in accordance with Ohio law and any provision that is required to be in this Agreement by state or federal law shall bind Molina and Members whether or not set forth in this Agreement.

**Invalidity**

If any provision of this Agreement is held illegal, invalid or unenforceable in a judicial proceeding or binding arbitration, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and in full force and effect.

**Notices**

Any notices required by Molina under this Agreement will be sent to the most recent address we have for the Subscriber. The Subscriber is responsible for notifying us of any change in address.

**HEALTH EDUCATION SERVICES**

The tools and services described here are educational support for our Members. We may change them at any time as necessary to meet the needs of our Members.

**Education and Information about Health and Disease**

Molina offers many tools to help keep You and Your family healthy. You may ask for brochures on many topics such as:

- Eating healthy
- Preventive Service Guidelines (“Grow and Stay Healthy”)
- Reducing stress
- Starting an exercise program
- Choosing a birth control method
- Drug and alcohol use
- Weight management
- Asthma
- Diabetes management
- Cholesterol management
- High blood pressure

We also offer programs to help You manage Your current health conditions. These include weight management and smoking cessation. If You want to learn about these programs, a Molina Care Manager may contact You. You can also enroll in any of these programs . Call the Molina



Health Education Department at 1 888-296-7677. Call between 7:00 a.m. and 7:00 p.m., Monday through Friday.

**Molina’s Health Education Department is committed to helping You stay well.**

Find out if You are eligible to sign up for one of our programs. Ask about other services we provide or request information to be mailed to You. The following are a list of programs and services Molina has to offer You.

**Call toll-free 1 888-296-7677 (Monday through Friday, 7:00 a.m. – 7:00 p.m.)**

**Motherhood Matters<sup>SM</sup>**

*A Prenatal Care Program for Pregnant Women*

Pregnancy is an important time in Your life. It can be even more important for Your baby. What You do during Your pregnancy can affect the health and well-being of Your baby – even after birth.

Motherhood Matters is a program for pregnant women. This program will help women get the education and services they need for a healthy pregnancy. You will be mailed a workbook and other resources. It is offered in six languages.

You will be able to talk with our caring staff about any questions You may have during the pregnancy. They will teach You what You need to do. If any problems are found, a nurse will work closely with You and Your doctor to help You. Being a part of this program and following the guidelines will help You have a healthy pregnancy and a healthy baby.

*Your Baby’s Good Health Begins When You Are Pregnant*  
You Learn:

- Why visits to Your doctor are so important.
- How You can feel better during pregnancy.
- What foods are best to eat.
- What kinds of things to avoid.
- Why You should stay in touch with Molina’s staff.
- When You need to call the doctor right away.

*Other Benefits*

- Health Education Materials – These include a pregnancy book and trimester specific materials.
- Referrals – To community resources available for pregnant women.

**Smoking Cessation Program**

This program offers smoking cessation services to all smokers interested in quitting the habit. Specialized services are available for teens, pregnant smokers and tobacco chewers. The program is done over the telephone. You will also be mailed educational materials to help You stop the habit. A smoking cessation counselor will call You to offer support. You will also be given a phone number that You can call anytime You need help.

**Weight Control Program**

This program is for Members who need help controlling their weight.

The weight control program is provided for Members 17 years and older. You will learn about healthy eating and exercise. This program is for Members who are ready to commit to losing weight. Once You have understood and agreed to the program participation criteria, You can enroll in the program and attend classes in Your area.

**Health Education Materials**

Molina offers a variety of easy-to-read educational materials. Many are available in different languages. Some of the topics are on nutrition, stress management, child safety, asthma, and diabetes. You can also call the Health Education Department at 1-888-296-7677.

## Your Healthcare Quick Reference Guide

<b>Molina Customer Support Center Department</b>	If You have a problem with any of Molina’s services, we want to help fix it. You can call our Customer Support Center for help or to file a grievance or complaint Monday through Friday from 7:00 a.m. to 7:00 p.m. ET. When in doubt, call us first.	<b>Customer Support Center Toll Free:</b> 1 (888) 296-7677 <b>TTY line for the deaf or hard of hearing:</b> 1 (800) 750-0750 or dial 711 for the National Relay Service
<b>Health Education</b>	To request any information on wellness including, but not limited to, nutrition, smoking cessation, weight management, stress management, child safety, asthma, and diabetes.	1 (888) 296-7677
<b>Nurse Advice Line 24-Hour, 7 days a week</b>	If You have questions or concerns about Your or Your family’s health. The Nurse Advice Line is staffed by registered nurses.	1 (888) 275-8750 <b>for Spanish:</b> 1 (866) 648-3537
<b>Motherhood Matters</b>	Molina offers a special program called Motherhood Matters to our pregnant members. This program provides important information about diet, exercise and other topics related to Your pregnancy.	1 (877) 665-4628
<b>Secretary of the U.S. Department of Health and Human Services Office for Civil Rights</b>	If You believe that we have not protected Your privacy and wish to complain, You may call to file a complaint (or grievance).	(415) 437-8310 <b>TDD for deaf or hard of hearing:</b> (415) 437-8311 <b>FAX:</b> (415) 437-8329
<b>Medicare</b>	Medicare is health insurance offered by the federal government to most people who are 65 and older. Medicare helps pay for healthcare, but does not cover all medical expenses.	1 (800) MEDICARE <b>TTY for deaf or hard of hearing:</b> 1 (877) 486-2048 <b>www.Medicare.gov</b>
<b>Ohio Department of Insurance</b>	The Ohio Department of Insurance is responsible for regulating health care services plans. If You have a grievance against Your health plan, You should first call Molina toll-free at 1-888-296-7677, and use Molina’s grievance process before contacting this department.	1 (800) 686-1526 <b><a href="http://www.insurance.ohio.gov/Consumer/OCS/Pages/ConsCompl.aspx">http://www.insurance.ohio.gov/ Consumer/OCS/Pages/ConsCompl.aspx</a></b> TDD: (614) 644-3745



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