2020

Molina Healthcare of South Carolina, Inc., Agreement and Individual Evidence of Coverage

Molina Marketplace with Adult Vision

South Carolina

PO Box 40309, North Charleston, SC 29423

NOTICE: RIGHT TO RETURN AGREEMENT WITHIN 10 DAYS

Please read this Agreement carefully. If You are not satisfied with it for any reason, You may return it to Us within 10 days of the date You received it and the Premiums You paid will be promptly refunded. The Agreement will then be void from the beginning, as if no Agreement had been issued. If, however, services are rendered or claims are paid by Us for any Member during the 10-day examination period, You will not be permitted to return the Agreement and receive a refund of the Premiums paid.

MolinaMarketplace.com

Service Area: Counties of Aiken, Allendale, Bamberg, Barnwell, Calhoun, Charleston, Clarendon, Colleton, Dillon, Edgefield, Fairfield, Kershaw, Lee, Lexington, Marion, Marlboro, McCormick, Orangeburg, Saluda, Williamsburg.



Your Extended Family.

MSC01012020 QMO101SCMPEOCEN

Non-Discrimination Notification Molina Healthcare



Your Extended Family.

Molina Healthcare (Molina) complies with all Federal civil rights laws that relate to healthcare services. Molina offers healthcare services to all members and does not discriminate based on race, color, national origin, ancestry, age, disability, or sex.

Molina also complies with applicable state laws and does not discriminate on the basis of creed, gender, gender expression or identity, sexual orientation, marital status, religion, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability.

To help you talk with us, Molina provides services free of charge in a timely manner:

- Aids and services to people with disabilities
 - o Skilled sign language interpreters
 - Written material in other formats (large print, audio, accessible electronic formats, Braille)
- Language services to people who speak another language or have limited English skills
 - o Skilled interpreters
 - o Written material translated in your language

If you need these services, contact Molina Member Services. The Molina Member Services number is on the back of your Member Identification card. (TTY: 711).

If you think that Molina failed to provide these services or discriminated based on your race, color, national origin, age, disability, or sex, you can file a complaint. You can file a complaint in person, by mail, fax, or email. If you need help writing your complaint, we will help you. Call our Civil Rights Coordinator at (866) 606-3889, or TTY: 711.

Mail your complaint to: Civil Rights Coordinator, 200 Oceangate, Long Beach, CA 90802.

You can also email your complaint to civil.rights@molinahealthcare.com.

You can also file your complaint with Molina Healthcare AlertLine, twenty four hours a day, seven days a week at: https://molinahealthcare.alertline.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html. You can mail it to:

U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

You can also send it to a website through the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf.

If you need help, call (800) 368-1019; TTY (800) 537-7697.

03/11/19 - Global

You have the right to get this information in a different format, such as audio, Braille, or large font due to special needs or in your language at no additional cost.

Usted tiene derecho a recibir esta información en un formato distinto, como audio, braille, o letra grande, debido a necesidades especiales; o en su idioma sin costo adicional.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call Member Services. The number is on the back of your Member ID card. (English)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame a Servicios para Miembros. El número de teléfono está al reverso de su tarjeta de identificación del miembro. (Spanish)

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電會員服務。電話號碼載於您的會員證背面。(Chinese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Hãy gọi Dịch vụ Thành viên. Số điện thoại có trên mặt sau thẻ ID Thành viên của bạn. (Vietnamese)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa Mga Serbisyo sa Miyembro. Makikita ang numero sa likod ng iyong ID card ng Miyembro. (Tagalog)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 회원 서비스로 전화하십시오. 전화번호는 회원 ID 카드 뒷면에 있습니다. (Korean)

فلخ دوجوم اذه فتالها مقرو عاضعالاًا تامدخ مسقب لصنا كا ،امجادً ،المساعدة اللغوية تامدخ حات ،قبير علا قغلاا مدختست تنك اذا : بمينت (Arabic) كب قصاخلاً وضعلاً فيرعد ققاطب

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele Sèvis Manm. W ap jwenn nimewo a sou do kat idantifikasyon manm ou a. (French Creole)

ВНИМАНИЕ: Если вы говорите на русском языке, вы можете бесплатно воспользоваться услугами переводчика. Позвоните в Отдел обслуживания участников. Номер телефона указан на обратной стороне вашей ID-карты участника. (Russian)

ՈՒՇԱԴՐՈՒԹՅՈՒՆ. Եթե դուք խոսում եք հայերեն, կարող եք անվձար օգտվել լեզվի օժանդակ ծառայություններից։ Զանգահարե՛ք Հաձախորդների սպասարկման բաժին։ Հեռախոսի համարը նշված է ձեր Անդամակցության նույնականացման քարտի ետևի մասում։ (Armenian)

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。 会員サービスまでお電話ください。電話番号は会員IDカードの裏面に記載されております。 (Japanese)

هر امشد دیریگبه سامته اضعا تامدخه ابد دنتسه امشه سرتسد رد محنیز هه نودبه ،ی نابز کمک تامدخ ،دینکی م تعبحصه ی سر افه نابز هبرگا ؛ مجود (Farsi) تسل ده شد جرد امشد تعیوضع ی یاسانشد ت راک تشبه ی و ر ن فلت

ਧਿਆਨ ਦਿਓ: ਜੇਕਰ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਤੁਹਾਡੇ ਲਈ ਭਾਸ਼ਾ ਸਹਾਇਤਾ ਸੇਵਾਵਾਂ ਮੁਫ਼ਤ ਉਪਲਬਧ ਹਨ। ਮੈਂਬਰ ਸਰਵਿਸਿਜ

(Member Services) ਨੂੰ ਫੋਨ ਕਰੋ। ਨੰਬਰ ਤੁਹਾਡੇ Member ID (ਮੈਂਬਰ ਆਈ.ਡੀ.) ਕਾਰਡ ਦੇ ਪਿਛਲੇ ਪਾਸੇ ਹੈ। (Punjabi)

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Wenden Sie sich telefonisch an die Mitgliederbetreuungen. Die Nummer finden Sie auf der Rückseite Ihrer Mitgliedskarte. (German)

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez les Services aux membres. Le numéro figure au dos de votre carte de membre. (French)

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Cov npawb xov tooj nyob tom qab ntawm koj daim npav tswv cuab. (Hmong)

អ្នកមានសិទ្ធិទទួលបានព័ត៌មាននេះក្នុងទម្រង់ផ្សេង ដូចជា ទម្រង់ជាសម្លេង អក្សរស្ទាប ទំហំអក្សរធំដោយសារតែតម្រូវការជាពិសេសរបស់អ្នក ឬជាភាសារបស់អ្នកដោយមិនគិតតម្លៃបន្ថែមឡើយ។ (Cambodian)

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This Molina Healthcare of South Carolina, Inc., Agreement and Individual Evidence of Coverage (also called the "EOC" or "Agreement" or "Policy") is issued by Molina Healthcare of South Carolina, Inc. ("Molina Healthcare," "Molina," "We," "Our" or "Us"), 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 Covered Services as described in this Agreement.

Entire Agreement

This Agreement, amendments to this Agreement, the applicable Schedule of Benefits for this product, and any application(s) submitted to the Marketplace and/or Molina 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 will help You meet Your medical needs.

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

Molina is a South Carolina licensed health maintenance organization.

If You have any questions about anything in this Agreement, 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 South Carolina, Inc.

Customer Support Center PO Box 40309 North Charleston, SC 29423 1 (855) 885-3176 MolinaMarketplace.com

If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY Relay Service.

INTRODUCTION

Thank You for Choosing Molina as Your Health Plan.

This document is Your "Molina Healthcare of South Carolina, Inc., Agreement and Individual Evidence of Coverage" (Your "Agreement"). The Agreement tells You how You can get services through Molina. It sets out the terms and conditions of coverage under this product. It sets out Your rights and responsibilities as a Molina Member and describes how to contact Molina. Please read this Agreement 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:

- Arrange for an interpreter.
- Check on authorization status.
- Choose a Primary Care Provider (PCP).
- Make a payment.
- Make an appointment.

We can also listen and respond to Your questions (or complaints!) about Your Molina benefits.

Call Us toll-free at 1 (855) 885-3176. Call between 8:00 a.m. to 6:00 p.m. ET Monday through Friday. If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY Relay Service.

If You move from the address You had when You enrolled with Molina or if You change phone numbers, contact the Marketplace at 1 (800) 318-2596.

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 Agreement. It is on Our web site at MolinaMarketplace.com. You may also get a copy of Our Notice of Privacy Practices by calling Our Customer Support Center. The number is (855) 885-3176.

NOTICE OF PRIVACY PRACTICES MOLINA HEALTHCARE OF SOUTH CAROLINA, 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 South Carolina, Inc. ("Molina," "We," "Our," or "Us"), 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 October 1, 2019.

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 Your PHI?

We use or share Your PHI to provide You with health care 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?

In addition to treatment, payment and health care operations, 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, such as when approved by a privacy or institutional review board.

Legal or Administrative Proceedings

Your PHI may be used or shared for legal proceedings, such as in response to a court order.

Law Enforcement

Your PHI may be used or shared with police for law enforcement purposes, such as to help find a suspect, witness or missing person.

Health and Safety

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, such as national security activities.

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

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 (855) 885-3176.

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 the following:

Customer Support Center PO Box 40309 North Charleston, SC 29423 1 (855) 885-3176

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 and Human Services
Sam Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909
Voice Phone (800) 368-1019; TDD (800) 537-7697
FAX (404) 562-7881

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 40309 North Charleston, SC 29423 1 (855) 885-3176

DEFINITIONS

Some of the words used in this Agreement 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 Agreement, We explain what it means in that section. Words with special meaning used in any section of this Agreement are explained in this "Definitions" section and are capitalized throughout this Agreement.

"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.

"Allowed Amount" means the maximum amount that Molina will pay for a Covered Service less any required Member Cost Sharing.

Services obtained from a Participating Provider: This means the contracted rate for such Covered Service.

Emergency Services and emergency transportation services from a Non-Participating Provider: Unless otherwise required by law or as agreed to between the Non-Participating Provider and Molina, the Allowed Amount shall be the greatest of 1) Molina's median contracted rate for such service(s), 2) 100% of the published Medicare rate for such service(s), or 3) Molina's usual and customary method for determining payment for such service(s).

All other Covered Services received from a Non-Participating Provider in accordance with this Agreement: This means the lesser of Molina's median contracted rate for such service, 100% of the published Medicare rate for such service, Molina's usual and customary rate for such service, or a negotiated amount agreed to by the Non-Participating Provider and Molina.

"Annual Out-of-Pocket Maximum" (also referred to as "OOPM") is the maximum amount of Cost Sharing that You will have to pay for Covered Services in a calendar year. The OOPM amount will be specified in Your Schedule of Benefits. Cost Sharing includes payments that You make toward any Deductibles, Copayments, or Coinsurance.

Amounts that You pay for services that are not Covered Services under this Agreement will not count toward the OOPM.

The Schedule of Benefits may list an OOPM amount for each individual enrolled under this Agreement and a separate OOPM amount for the entire family when there are two or more Members enrolled. When two or more Members are enrolled under this Agreement:

- 1) the individual OOPM will be met, with respect to the Subscriber or a particular Dependent, when that person meets the individual OOPM amount; or
- 2) the family OOPM will be met when Your family's Cost Sharing adds up to the family OOPM amount.

Once the total Cost Sharing for the Subscriber or a particular Dependent adds up to the individual OOPM amount, We will pay 100% of the charges for Covered Services for that individual for the rest of the calendar year. Once the Cost Sharing for two or more Members in Your family adds up to the family OOPM amount, We will pay 100% of the charges for Covered Services for the rest of the calendar year for You and every Member in Your family.

"Child-Only Coverage" means coverage under this Agreement to provide benefit coverage only to a child who, as of the beginning of a plan year, has not attained the age of 21, and meets all other eligibility requirements for coverage under this product.

"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 (also known as the "negotiated rate") or the Participating Provider's charge, if less than the negotiated rate. Coinsurances are listed in the Schedule of Benefits. Some Covered Services do not have Coinsurance, and may apply a Deductible and/or Copayment.

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

"Cost Sharing" is the Deductible, Copayment, and/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 Schedule of Benefits.

"Covered Services" refers to all the healthcare services, including supplies, and prescription drugs covered by the Agreement and that You are entitled to receive from Molina under this Agreement.

"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 negotiated with the Participating Provider (also known as the "negotiated rate") or the Participating Provider's charge, if less than the negotiated rate. Deductibles are listed in the Schedule of Benefits.

Please refer to the Schedule of Benefits to see what Covered Services are subject to the Deductible and the Deductible amount. Your product 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. However, for preventive services covered by this Agreement and included in the Essential Health Benefits, You will not pay any Deductible or other Cost Sharing towards such preventive services when provided by a Participating Provider.

There may be a Deductible listed for an individual Member and a Deductible for an entire family. If You are a Member in a family of two or more Members, You will meet the Deductible either:

- when You meet the Deductible for the individual Member; or
- when Your family meets the Deductible for the family.

For example, if You reach the Deductible for the individual Member, You will pay the applicable Copayment or Coinsurance for Covered Services for the rest of the calendar year, but every other Member in Your family must continue to pay towards the Deductible until Your family meets the

family Deductible.

"Dependent" means a Member who meets the eligibility requirements as a Dependent, as described in the "Eligibility and Enrollment" section of this Agreement.

"Drug Formulary" is Molina's list of approved drugs that doctors can order for You.

"Durable Medical Equipment" or "DME" is medical equipment that serves a repeated medical purpose and serves for repeated use. DME 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 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 a Member until 11:59 p.m. on the last day of the month that the Member turns age 19

*Pediatric dental services are not covered under this Agreement. These dental services can be purchased separately through a stand-alone dental product that is certified by the Marketplace.

"Experimental or Investigational" means any medical service including procedures, medications, facilities, and devices that have not been demonstrated to be safe or effective compared with conventional medical services, as determined by Molina.

"Health status-related factor" means any of the following factors:

- Health status:
- Medical condition, including both physical and mental illnesses and behaviors related to health status;
- Claims experience;
- Receipt of health or behavioral health care;
- Medical history;
- Genetic information;
- Evidence of insurability, including contributions arising out of acts of domestic violence;
- Disability.

"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 South Carolina 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 South Carolina, 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. This is for the purpose of preventing, evaluating, diagnosing, or treating an illness, injury, disease or its symptoms. Those services must be deemed by Molina to be:

- In accordance with generally accepted standards of medical practice;
- Clinically appropriate and clinically significant, in terms of type, frequency, extent, site and duration;
- Effective for the patient's illness, injury or disease; and
- Not primarily for the convenience of the patient, physician, or other health care provider. The services must not be 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 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.

"Member" means an individual who is eligible and enrolled under this Agreement, and for whom We have received applicable Premiums. The term includes a Dependent and a Subscriber, unless the Subscriber is not applying for coverage on their own behalf, but is a responsible adult (the

parent or legal guardian) who applies for Child-Only Coverage under this Agreement on behalf of a minor child who, as of the beginning of the plan year, has not attained the age of 21, in which case the Subscriber will be responsible for making the Premium and Cost Sharing payments for the Member and will act as the legal representative of the Member under this product but will not be a Member. Throughout this Agreement, "You" and "Your" may be used to refer to a Member or Subscriber, as the context requires.

- "Molina Healthcare of South Carolina, Inc." (also "Molina Healthcare" or "Molina" or "We" or "Our" or "Us"), means the corporation licensed in the State of South Carolina as a health maintenance organization, and contracted with the Marketplace.
- "Molina Healthcare of South Carolina, Inc., Agreement and Individual Evidence of Coverage" (also "Agreement" or "EOC" or "Policy") means this booklet, which has information about Your benefits.
- "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 PCPs or Specialist Physicians.
- "Participating Provider" refers to those providers (including hospitals and physicians, as well as licensed podiatrists, oral surgeons, optometrists, or doctoral psychologists within their scope of practice) 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 Provider" (also "PCP") who has identified their primary professional designation to Us as a "PCP" is the doctor who takes care of Your health care needs. Your PCP has Your medical history. Your PCP makes sure You get needed health care services. A PCP may refer You to Specialist Physicians or for other services. A PCP may be one of the following types of doctors:
 - Family or general practice doctor who usually can see the whole family.
 - Internal medicine doctor, who usually only sees adults and children 14 years or older.
 - Pediatrician, who sees children from newborn to age 18 or 21.
 - Obstetrician and gynecologist (OB/GYN).
 - Individual practice association (IPA) or group of licensed doctors that provide primary care services
- **'Prior Authorization'** means Molina's prior determination for Medical Necessity of Covered Services before services are provided. Prior Authorization is not a guarantee of payment for services. Payment is made based upon the following:
 - benefit limitations
 - exclusions
 - Member eligibility at the time the services are provided
 - other applicable standards during the claim review.

"**Referral**" means the process by which the Member's PCP directs him/her to seek and obtain Covered Services from other providers.

"Service Area" means the geographic area in South Carolina where Molina has been authorized by the South Carolina 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 and who has identified their primary professional designation to Us as other than a "PCP" to deliver Covered Services to Members.

"**Spouse**" means the Subscriber's legal husband or wife. For purposes of this Agreement, the term "Spouse" includes the Subscriber's legal same-sex spouse.

"Subscriber" means either:

- An individual who is a resident of South Carolina, satisfies the eligibility requirements of
 this Agreement, is enrolled and accepted by Molina as the Subscriber, and has maintained
 membership with Molina in accordance with the terms of this Agreement. This includes
 an individual who is not a minor and is applying on their own behalf for Child-Only
 Coverage under this Agreement; or
- A responsible adult (the parent or legal guardian) who applies for Child-Only Coverage
 under this Agreement on behalf of a minor child, who as of the beginning of the plan
 year, has not attained the age of 21, in which case the Subscriber will be responsible for
 making the Premium and Cost Sharing payments for the Member, and will act as the
 legal representative of Member under this Agreement.

Throughout this Agreement, "You" and "Your" may be used to refer to a Member or a Subscriber, as the context requires.

"Telehealth and Telemedicine Services" means:

- Delivery of Covered Services by a Participating Provider through audio and video conferencing technology that permits communication between a Member at an originating site and a Participating Provider at a distant site, allowing for the diagnosis or treatment of Covered Services.
- The communication does not involve in-person contact between the Member and a Participating Provider. During the virtual visit, the Member may receive in-person support at the originating site from other medical personnel to help with technical equipment and communications with the Participating Provider.
- Services may include digital transmission and evaluation of patient clinical information when the provider and patient are not both on the network at the same time. The Participating Provider may receive the Member's medical information through telecommunications without live interaction, to be reviewed at a later time (often referred to as "Store and Forward" technology). Requirement: When using "Store and Forward" technology, all covered services must also include an in-person office visit to determine diagnosis or treatment.

"**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.

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 that You are accepted by the Marketplace and/or Molina.

For coverage during the calendar year 2020, the initial open enrollment period begins November 1, 2019, and ends December 15, 2019. Your Effective Date for coverage during 2020 will depend on when You apply.

- If You apply on or before December 15, 2019, the Effective Date of Your coverage is January 1, 2020.
- Applications made after December 15, 2019, are subject to Special Enrollment Period requirements and verification.

If You do not 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/or 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 at healthcare.gov for eligibility criteria. Your eligibility for, or receipt of, medical assistance under Medicaid will not be considered in enrollment or the payment of benefits.

Molina requires You to live in Molina's Service Area to be eligible under this product. For Child-Only Coverage, the Member must be under the age of 21 at the beginning of the plan year, and in the case of a Subscriber who applies for coverage on behalf of a minor child, the Subscriber must be a responsible adult (parent or legal guardian). If You have lost Your eligibility, as described in the section titled "When Will My Molina Membership End? (Termination of Covered Services)," You will not be permitted to re-enroll.

Child-Only Coverage: Additional children can be added to Child-Only Coverage provided that each child is under the age of 21 at the beginning of the plan year, and if a child is a minor, that a responsible adult (parent or legal guardian) applies for the Child-Only Coverage on behalf of the minor child.

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 non-child Dependents to live in Molina's Service Area to be eligible under this product. The following types of family members are Dependents under

an Agreement that is not for Child-Only Coverage (refer to "Child-Only Coverage" section, above, for information on adding children to Child-Only Coverage):

- Spouse
- Children:
 - o The Subscriber's children; or
 - o His or her Spouse's children
 - o Legally adopted children, foster children, and stepchildren.
 - o 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.

A dependent child will not be denied enrollment on the grounds that the child was born out of wedlock, is not claimed as a dependent on the parent's federal tax return; or does not reside with the parent or in Our service area.

Domestic Partners: If permitted by the Marketplace, a domestic partner of the Subscriber may enroll in this product. The domestic partner must meet any eligibility and verification of domestic partnership requirements established by the Marketplace and/or Molina.

Age Limit for Children (Children with Disabilities)

Children who reach the limiting age of 26 are eligible to continue enrollment as a Dependent for coverage, except in Child-Only Coverage, if all of the following conditions apply:

- The child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition; and
- The child is chiefly dependent upon the Subscriber for support and maintenance.

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 the Marketplace and submit any required application(s), forms and requested information for the Dependent.

You must submit requests to enroll a new Dependent to the Marketplace and/or Molina 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:
 - o 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 under the Affordable Care Act.

- o The date of Your marriage.
- The Spouse, who was not previously a citizen, national, or lawfully present individual, gains such status.
- o The Spouse permanently moves into the service area.
- Children Under 26 Years of Age: You can add a Dependent under the age 26, including a stepchild, except in Child-Only Coverage, as long as You apply during the open enrollment period or during a period no longer than 60 days after any event listed below:
 - o 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;
 - o The child becomes a Dependent through marriage, birth, adoption, placement for adoption, placement in foster care, court-appointed legal guardianship, or child support or other court order.
 - The child, who was not previously a citizen, national, or lawfully present individual, gains such status.
 - o The child permanently moves into the service area.
- **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).

Please note: claims for newborns for eligible Covered Services will be processed as part of the mother's claims and any Deductible or Annual Out-of-Pocket Maximum amounts satisfied through the processing of such a newborn's claims will accrue as part of the mother's Deductible and Annual Out-of-Pocket Maximum. However, if an enrollment file is received for the newborn during the first 31 days, the newborn will be added as a Dependent as of the date of birth, and any claims incurred by the newborn will be processed as part of the newborn's claims, and any Deductible or Annual Out-of-Pocket Maximum amounts satisfied through the processing of these claims will accrue as part of the newborn's individual Deductible or Annual Out-of-Pocket Maximum (i.e. not under the enrolled mother's Deductible and Annual Out-of-Pocket Maximum).

- Adopted Child: If You adopt a child or a child is placed with You for adoption, then the child is eligible for coverage under this Agreement. The child can be added to this Agreement during the open enrollment period, within 60 days of the child's adoption or within 60 days of the child's placement with You for adoption. The child's coverage shall be effective on the date of adoption, placement for adoption or as otherwise determined by the Marketplace, in accordance with applicable state and federal laws.
- Court-Appointed Legal Guardianship, Court Order or Child Support Order: If a child becomes a dependent of You or Your spouse through a court-appointed legal guardianship, child support order or other court order, then the child shall be eligible for coverage under

this Agreement. A Dependent can be added to this Agreement without regard to any enrollment season restrictions subsequent to the court order or appointment of legal guardianship. The child shall be eligible for coverage on the date the court order or appointment of legal guardianship is effective or as otherwise determined by the Marketplace, in accordance with applicable state and federal laws.

If You are required to provide health care coverage for a child pursuant to a court order that meets the requirements of state law and the enrolled parent fails to make application to obtain coverage for the child under this Agreement, then the following may apply for coverage on behalf of the child:

- o The child's other parent;
- o The state agency administering the Medicaid program; or,
- o The state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program.

If You or Your spouse is a noncustodial parent of a covered dependent child, Molina shall:

- o provide information to the custodial parent as may be necessary for the child to obtain benefits under this Agreement;
- o permit the custodial parent or the health care provider, with the custodial parent's approval, to submit claims for covered services without the approval of the noncustodial parent; and
- o make payments on claims submitted by the custodial parent or the health care provider, with the custodial parent's approval, directly to the custodial parent, the provider, or the state Medicaid agency.

Molina shall continue coverage of the child unless We are provided satisfactory written evidence that:

- o the court order is no longer in effect; or
- o the child is or will be enrolled in comparable health coverage through another insurer which will take effect not later than the effective date of disenrollment.
- Foster Child: If a child is placed with You or Your spouse for foster care, then the child shall be eligible for coverage under this Agreement. A foster child can be added to this Agreement during the open enrollment period or within 60 days of the child's placement with You in foster care. The child's coverage shall be effective on the date of placement in foster care or as otherwise determined by the Marketplace, in accordance with applicable state and federal laws.

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

Discontinuation of Dependent Covered Services: Except under Child-Only Coverage, Covered Services for Your Dependent will be discontinued on:

• The end of the calendar year that 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 Spouse enters a final decree of divorce, annulment or dissolution of marriage from the Subscriber.

The Dependent is entitled to apply to the Marketplace for coverage, provided he or she meets the eligibility requirements of the Marketplace.

MEMBER IDENTIFICATION CARD (ID CARD)

You get a Member identification card (ID card) from Molina. We will issue an ID card within 10 business days after You make Your first payment.

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, you can get a temporary ID card at **mymolina.com**, and you can request a new ID card at **mymolina.com** or by calling Molina toll-free at 1 (855) 885-3176. We will be happy to send You a new card. Call Us if You have questions about how to use Your health care benefits.

What Do I Do First?

Look at Your Molina Member ID card. Check that Your name and date of birth are correct.

Your ID card contains the following information:

- Your name (Member)
- Your Member Identification Number (ID #)
- Your date of birth (DOB)
- The toll-free number for Molina's 24-hour Nurse Advice Line
- The toll-free number to Nurse Advice Line for Spanish speaking Members
- The toll-free number for prescription-related questions
- The identifier for Molina's prescription drug benefit
- The toll-free number for hospitals to notify Molina of admissions for Our Members
- The toll-free number for emergency rooms to notify Molina about emergency room visits for Our Members

Your ID card is used by health care providers such as Your PCP, pharmacist, hospital, and other health care providers to determine Your eligibility for services through Molina. When You go for 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 WHOM OR WHAT GROUP OF PROVIDERS' HEALTH CARE SERVICES MAY BE OBTAINED.

Molina's Provider Directory includes a list of the PCP and hospitals that are available to You as a Molina Member. You may visit Molina's website at MolinaMarketplace.com to view Our online list of Participating Providers.

Except in an Emergency, the first person You should call for any healthcare is Your PCP; however, You may visit another Participating Provider instead of Your PCP, and a referral is not required.

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 (855) 885-3176. You may get Emergency Services in any emergency room, wherever located.

In general, You must receive Covered Services from Participating Providers; otherwise, the services are not covered, You will be 100% responsible for payment to the Non-Participating Provider and the payments will not apply to Your Deductible or Annual Out-of-Pocket Maximum. However, You may receive services from a Non-Participating Provider:

- 1) for Emergency Services in accordance with the section of the Agreement titled "Emergency Services and Urgent Care Services,"
- 2) for out-of-area Urgent Care Services in accordance with the section of the Agreement titled "Emergency Services and Urgent Care Services," and
- 3) for exceptions described in the section of this Agreement titled "What if There Is No Participating Provider to Provide a Covered Service?"

Telehealth and Telemedicine Services

You may obtain Covered Services that are provided through telehealth, except as specifically stated in this Agreement. In-person contact between You and the doctor is not required for these services, and the type of setting where these services are provided is not limited. For more information, please refer to "Telehealth and Telemedicine Services" in the definitions section. The following additional provisions apply to the use of Telehealth and Telemedicine Services:

- Services must be obtained from a Participating Provider
- Services are meant to be used when care is needed now for non-emergency medical issues.
- Services are a method of accessing Covered Services, and not a separate benefit.
- Services are not permitted when the Member and Participating Provider are in the same physical location.
- Services do not include texting, facsimile or email only.
- Member Cost Sharing is shown in Your Schedule of Benefits.
- Covered Services provided through Store and Forward technology must include an inperson office visit to determine diagnosis or treatment. Please refer to the "Definition"

section for explanation.

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. To find the service You need, look in the box just to the right of it, and You will find out where to go.

| Always consult Your Primary Care Provider first, except for Emergencies. | | |
|--|---|--|
| TYPE OF HELP YOU NEED: | WHERE TO GO. WHOM TO CALL. | |
| Emergency Services | Call 911 or go to the nearest emergency room. | |
| , and the second | | |
| | Even when outside Molina's network or Service Area, | |
| | please call 911 or go to the nearest emergency room for | |
| | Emergency Services. | |
| Urgent Care Services | Call Your PCP or Molina's 24-Hour Nurse Advice Line | |
| | toll-free at 1 (844) 800-5155. | |
| | For out of one Uncert Core Comices Voy may also as to | |
| | For out-of-area Urgent Care Services You may also go to | |
| | the nearest emergency room. | |
| | Only Participating Provider urgent care centers are covered. | |
| | No Prior Authorization or Referral is required. | |
| | 1 | |
| A physical exam, wellness visit or | Go to Your PCP | |
| immunizations | | |
| Treatment for an illness or injury | Go to Your PCP | |
| that is not an Emergency | | |
| Family planning services, such as: | Go to any Participating Provider of Your choice. You do | |
| Pregnancy tests | not need a Prior Authorization to get these services. | |
| Birth control | | |
| Sterilization | | |
| Tests and treatment for sexually | Go to any Participating Provider of Your choice. You do | |
| transmitted diseases (STDs) | not need a Prior Authorization to get these services. | |
| To see an OB/GYN (woman's | Women may go to any Participating Provider OB/GYN | |
| doctor) | without a referral or Prior Authorization. Ask Your doctor | |
| | or call Molina's Customer Support Center if You do not | |
| For mental/behavioral health or | know an OB/GYN. | |
| substance abuse evaluation or | Go to a mental/behavioral health or substance abuse Participating Provider. You do not need a Referral or Prior | |
| | Authorization for evaluation or outpatient office visits. | |
| therapy To see a Specialist Physician (for | Go to Your PCP first. Your doctor will give You a Referral | |
| example, cancer or heart doctor) | if needed. If You need Emergency Services or Urgent Care | |
| example, cancer of heart doctor) | Services, get help as directed under Emergency Care or | |
| | Urgent Care Services above. | |
| To see a Dermatologist | Only Participating Providers are covered. No Prior | |
| J | Authorization or Referral is required. | |
| To have surgery | Go to Your PCP first. Your doctor will give You a Referral | |
| | if needed. If You need Emergency Services or Urgent Care | |
| | Services, get help as directed under Emergency Care or | |
| | Urgent Care Services above. | |
| To get a second opinion | Go to Your PCP for a Referral. Consult Your Provider | |

| | Directory on Our website at MolinaMarketplace.com to |
|-----------------------|--|
| | find a Participating Provider for a second opinion. |
| To go to the Hospital | If You need Emergency Services or Urgent Care Services, |
| | get help as directed under "Emergency Services" or |
| | "Urgent Care Services" above. For non-emergency, go to |
| | Your PCP first. Your PCP will give You a Referral if |
| | needed. |
| After-hours care | Call Your PCP for a Referral to an after-hours clinic or |
| | other appropriate urgent care center. You can also call |
| | Molina's Nurse Advice Line toll-free 1 (844) 800-5155. |

What is a Primary Care Provider? (PCP)

A 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 (855) 885-3176.

Choosing Your Doctor (Choice of Physician and Providers)

For Your health care to be covered under this product, Your health care services must be provided by Molina Participating Providers (doctors, hospitals, specialists or medical clinics), except in the case of Emergency Services. For more information, please refer to the section titled "Emergency Services and Urgent Care 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 this Agreement. You will also learn some helpful tips on how to use the services and benefits covered under this Agreement. Your Provider Directory can be found on Our website at MolinaMarketplace.com under Find A Doctor or Pharmacy. If You have questions about the Provider Directory, please call Us. Our toll-free number is 1 (855) 885-3176.

In Molina's Provider Directory You can find:

- Names
- Addresses
- Telephone numbers
- Languages spoken
- Availability of service locations
- Specialties
- Professional qualifications (e.g., board certification)

You can also find out whether a Participating Provider is accepting new patients.

Note: Some hospitals and providers may not provide some of the services that may be covered under this Agreement 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 (855) 885-3176 to make sure that You can get the health care services that You need.

How Do I Choose a PCP?

It is easy to choose a 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 PCP. 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 are comfortable with Your PCP selection.

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 (855) 885-3176. 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 Do Not Choose a PCP?

Molina asks that You select a PCP within 30 days of joining Molina. However, if You do not choose a PCP, Molina will choose one for You.

Changing Your Doctor

What if I Want to Change my PCP?

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.

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 PCP?

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.
- Your relationship with Your Doctor breaks down.

How do I Change My PCP?

Call Molina toll-free at 1 (855) 885-3176. Call Monday through Friday, 8:00 a.m. to 6:00 p.m. ET. You may also visit Molina's website at MolinaMarketplace.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 Physician) 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 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 hospital if the Member received health care services within the previous 12 months.

Molina will mail the notice to the Subscriber at the Subscriber's last known address.

Continuation of Care (Continuity of Care)

If You are receiving Covered Services for a Serious Medical Condition and those services are provided by a Participating Provider whose participation with Molina is ending without cause, You may have a right to continue receiving Covered Services from that provider for 90 days or until the termination of the benefit period, whichever is greater, at the same Cost Sharing that would apply if services were provided by a Participating Provider.

For purposes of this "Continuation of Care" section, "Serious Medical Condition" means a health condition or illness, that requires medical attention, and where failure to provide the current course of treatment through the current provider would place Your health in serious jeopardy, and includes cancer, acute myocardial infarction, and pregnancy. Such attestation by the treating physician must be made upon the request of the patient and in a written form approved by the Department of Insurance or prescribed through regulation, order, or bulletin.

Upon receipt of the patient's request accompanied by the physician's attestation on the prescribed form, Molina shall notify You and the provider of the provider's date of termination from the network and of the continuation of care provisions as provided for in this section. Molina may request additional information to determine if You qualify for continuation of care.

Continuation of care will end after 90 days or after termination of the benefit period, whichever is greater. Otherwise, continuation of care may end when the earliest of the following conditions has been met:

• upon successful transition of care to a Participating Provider

- upon completion of the course of treatment
- if You have met or exceeded the benefit limits under Your plan
- if care is not Medically Necessary
- if care is excluded from your coverage
- if You become ineligible for coverage

We will provide Covered Services at in-network Cost Sharing for the specifically requested medical condition. Unless otherwise required by law, Molina will reimburse the provider up to the previously contracted amount for such service.

Transition of Care

If You are new to Molina, We may allow You to continue receiving Covered Services for an ongoing course of treatment with a Non-Participating Provider until we arrange transition of care to a Participating Provider, under the following conditions:

- 1. Molina will only extend coverage for Covered Services to Non-Participating Providers, when it is determined to be Medically Necessary, through Our Prior Authorization review process. You may contact Molina to initiate Prior Authorization review.
- 2. Molina provides Covered Services on or after Your effective date of coverage with Molina, not prior. A prior insurer (if there was no break in coverage before enrolling with Molina), may be responsible for coverage until Your coverage is effective with Molina.
- 3. After Your effective date with Molina, We may coordinate the provision of Covered Services with any Non-Participating Provider (physician or hospital) on Your behalf for transition of medical records, case management and coordination of transfer to a Molina Participating Provider.

For Inpatient Hospital Services:

With Your assistance, Molina may reach out to any prior insurer (if applicable) to
determine Your prior insurer's responsibility for payment of inpatient hospital services
through discharge of any inpatient admission. If there is no transition of care provision
through Your prior insurer or You did not have coverage through an insurer at the time of
admission, Molina would assume responsibility for Covered Services upon the effective
date of Your coverage with Molina, not prior.

What If There Is No Participating Provider to Provide a Covered Service?

If there is no Participating Provider that can provide a non-Emergency Covered Service, You may request Prior Authorization to obtain 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, provided You obtain prior authorization before the initiation of the service..

In addition, in the event that Molina becomes insolvent or otherwise discontinues operations, Participating Providers will continue to provide Covered Services under certain circumstances.

24-Hour Nurse Advice Line

If You have questions or concerns about Your health or Your family's health, call Our 24-Hour

Nurse Advice Line.

1 (844) 800-5155 TTY: 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 an approval from Molina for a requested health care service, treatment plan, prescription drug or durable medical equipment. A Prior Authorization confirms that the requested service or item is Medically Necessary and is covered under Your plan. Molina's Medical Director and Your doctor work together to determine the Medical Necessity of Covered Services before the care or service is given. This is sometimes also called prior approval.

You do not need Prior Authorization for the following services when Covered Services are provided by Participating Providers:

- Emergency Services
- Family planning services
- Hospice inpatient care (notification only, Prior Authorization is not required)
- Human Immunodeficiency Virus (HIV) testing and counseling
- Manipulative treatment services, including chiropractic services
- The following outpatient mental health services:
 - o Individual and group mental health evaluation and treatment
 - o Evaluation of Mental Disorders
 - o Outpatient services for the purposes of drug therapy
- Office-based procedures
- The following outpatient substance abuse services:
 - o Individual and group substance abuse counseling
 - o Outpatient medical treatment for withdrawal symptoms
 - o Individual substance abuse evaluation and treatment
 - o Group substance abuse treatment,
 - o Outpatient services for the purposes of drug therapy
- Pregnancy and delivery (notification only, Prior Authorization is not required)
- Services for sexually transmitted diseases
- Urgent Care services from a Participating Provider

You must get Prior Authorization for the following services, among others. This is not an all-inclusive list. This does not apply to Emergency Services or Urgent Care Services, except as indicated below.

All inpatient admissions (except hospice)

- Cardiac therapy
- Certain Ambulatory Surgery Center service (ASC)*
- Certain drugs as indicated on the published Drug Formulary*
- Certain Durable Medical Equipment*
- Certain injectable drugs and medications not listed on the Molina Drug Formulary*
- The following mental health or substance abuse services:
 - Day treatment
 - o Electroconvulsive Therapy (ECT)
 - Mental health inpatient
 - o Neuropsychological and psychological testing
 - o Partial hospitalization
 - o Behavioral health treatment for PDD/autism
 - o Intensive outpatient Programs (IOP)
- Certain outpatient hospital service*
- Colonoscopy for Members under age 50
- Cosmetic, plastic, and reconstructive procedures
- Custom orthotics, prosthetics, and braces. Examples are:
 - o Any kind of wheelchairs (manual or electric)
 - o Internally implanted hearing device
 - o Scooters
 - o Shoes or shoe supports
 - Special braces
- Drug quantities that exceed the day-supply limit
- Experimental or Investigational procedures
- Formulary Specialty (Oral and Injectable) drugs
- Gene therapy (Most gene therapy is not covered. Molina covers limited gene therapy services in accordance with our medical policies, subject to Prior Authorization.)
- Genetic counseling and testing
- Habilitative services
- Home healthcare and home infusion therapy (after 7 visits for home settings)
- Hyperbaric therapy
- Imaging and special tests. Examples are:
 - o CT (Computed Tomography)
 - o MRI (Magnetic Resonance Imaging)
 - o MRA (Magnetic Resonance Angiogram)
 - o PET (Positron Emission Tomography) scan
- Low vision follow-up care
- Medically Necessary genetic testing
- Occupational Therapy (after 7 visits for outpatient and home settings)
- Out-of-network Urgent Care services
- Pain management services and procedures, except trigger point injections
- Physical Therapy (after 7 visits for outpatient and home settings)
- Pulmonary therapy
- Radiation therapy and radio surgery
- Speech Therapy (after 7 visits for outpatient and home settings)
- Services rendered by a Non-Participating Provider, including Urgent Care Services
- Sleep studies (except home sleep studies)
- Substance Abuse Services:
 - o Inpatient services
 - o Day Treatment
 - o Detoxification Services

- o Partial hospitalization
- Transplant evaluation and related services including Solid Organ and Bone Marrow (Cornea transplant does not require Prior Authorization)
- Non-Emergency Air Ambulance
- Any other services listed as requiring Prior Authorization in this COC

*Call Our Customer Support Center at 1 (855) 885-3176. You can find out if Your service needs Prior Authorization.

If Molina denies Your request for a Prior Authorization, You may appeal that decision through Molina's appeal processes. 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.

Prior Authorization decisions and notifications for medications not listed on the Molina Drug Formulary will be provided as described in the section of this Agreement titled "Access to Drugs That Are Not Covered."

You or Your Participating Provider may call for Prior Authorization; however, You are ultimately responsible for requesting the Prior Authorization. If You have questions about how a certain service is approved, call Molina toll-free at **1** (855) 885-3176. TTY users may dial 711.

We will be happy to send You a general explanation of how certain Prior Authorization decisions are made.

Authorization Decisions

We will make a determination on a request for authorization in accordance with the timeframes outlined below. An initial determination will be provided to You via phone or fax. Written notification will be provided to You within 2 business days of a favorable determination, or 1 business day of an unfavorable determination.

- Urgent Care Service requests
 - o For the purposes of this section "Urgent Care Service" means a medical service where the application of non-Urgent Care Service time frames:
 - Could seriously jeopardize Your life, health, ability to regain maximum function, 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.
 - If Your request includes sufficient information for Us to make a decision, a request involving an Urgent Care Service will be processed as timely as is possible, considering the medical circumstances, but not later than 2 business days of Our receipt of Your request.

- o If Your request does not include sufficient information for Us to make a decision, We will notify You within 1 business day after receiving Your request, or earlier if possible, of the specific information necessary to complete Our review. Once You receive that notification, You will have 2 business days (unless the circumstances of Your request require a longer period) to provide Us with the requested information. We will provide You with notification of Our decision as soon as possible, but in no case will it be later than either of the following timeframes:
 - 2 business days from Our receipt of the additional information that We requested from You
 - 2 business days after the end of the period that was given to You to provide the requested information
- Concurrent service requests
 - Requests to extend an ongoing course of treatment (beyond the prescribed period of time of number of treatments):
 - If You submit an Urgent Care Service request at least 1 business day before the expiration of the prescribed period of time or number of treatments, We will provide You with notice of Our decision as soon as possible (considering the medical circumstances), but not more than 1 business day from Our receipt of Your request.
 - We will notify You of Our decision on all other requests within 2 business days of Our receipt of all necessary information.
- Pre-service requests We will notify You of Our decision within a reasonable period of time, considering the medical circumstances, but not more than 5 business days after Our receipt of all information necessary to make a decision. If an extension of time is necessary due to matters beyond Our control, We can extend these periods up to 30 calendar days. We will provide You with notification of an extension, which will explain why the extension is necessary and the date by which We expect to make a decision. If the extension is necessary because You did not provide Us with sufficient information to make a decision, the extension notice will specify the required information and any applicable timeframes.

Standing Approvals

If You have a condition or disease that requires specialized medical care over a prolonged period, You may need a standing approval. If You receive a standing approval, You will not need to get Prior Authorization every time You obtain Covered Services.

If Your condition or disease is life threatening, worsening, or disabling, You may need to receive a standing approval to a specialty care center with the expertise to treat the condition or disease.

To get a standing approval, call Your PCP. Your PCP 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 (855) 885-3176. If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY Relay Service.

If after calling Molina You feel Your needs have not been met, please refer to Molina's complaint process, which is described in the section of this Agreement titled "Complaints."

Second Opinions

You or Your PCP may want another doctor (a PCP or Specialist Physician) 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 Molina's Provider Directory on Our website at www.MolinaMarketplace.com to find a Participating Provider for a second opinion. We cover second opinions only when furnished by a Participating Provider.

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 SERVICES 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 Medical 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. Services provided within an emergency room that do not meet the definition of Emergency Services are considered non-emergent and will be not covered.

How Do I Get Emergency Services?

Emergency Services are 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 Services, bring Your Molina Member ID card with You.

If You are not sure if You need Emergency Services but You need medical help, call Your PCP or call Our 24-Hour Nurse Advice Line at 1 (844) 800-5155. 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 Telecommunications Relay Service by dialing 711.

Hospital emergency rooms are only for real Emergencies. These are not good places to get non-Emergency Services. 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 Am Away From Molina's Service Area and I Need Emergency Services?

Go to the nearest emergency room for care.

Please contact Molina within 24 hours, or when medically reasonable, of getting Emergency Services. Call toll-free at 1 (855) 885-3176. If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY Relay Service.

When You are away from Molina's Service Area, only Emergency Services are covered.

What if I Need After-Hours Care or Urgent Care Services?

Urgent Care Services are available from Participating Providers when You are within Molina's Service Area. Urgent Care Services are those health care 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. You may also call Molina's 24-Hour Nurse Advice Line toll-free at 1 (844) 800-5155. 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 call Your PCP or call Our 24-hour Nurse Advice Line at 1 (844) 800-5155 or go to the nearest emergency room. Out-of-area urgent care centers are covered only with Prior Authorization.

Urgent Care Services are subject to the Cost Sharing in the Schedule of Benefits. Please be aware that if You go to a Non-Participating Provider, they may balance-bill You for the difference between Our Allowed Amount and the rate they charge. You will be responsible for charges that exceed the Allowed Amount covered by Us.

Emergency Services Rendered by a Non-Participating Provider

Emergency Services 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.

Important: Except as otherwise required by state law, when Emergency Services are received from Non-Participating Providers for the treatment of an Emergency Medical Condition, Molina will calculate the Allowed Amount as the greatest of the following:

- 1) Molina's usual and customary rate for such services,
- 2) Molina's median contracted rate for such services, or
- 3) 100% of the Medicare rate for such services.

Because Non-Participating Providers are not in Molina's contracted provider network, they may balance-bill You for the difference between Our Allowed Amount, described above, and the rate that they charge. You may be responsible for provider charges that exceed the Allowed Amount covered under this benefit for Emergency Services rendered by a Non-Participating Provider.

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 that 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 better to 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 (855) 885-3176.

Pregnancy — What if I am pregnant?

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

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 (855) 885-3176, Monday through Friday from 8:00 a.m. to 6:00 p.m. ET. We will be happy to assist You.

ACCESSING CARE FOR MEMBERS WITH DISABILITIES

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination based on 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 (855) 885-3176. If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY Relay Service. A Customer Support Center Representative will help You find another doctor.

Access for the Deaf or Hard of Hearing

Call Molina's Customer Support Center. If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY Relay Service.

Access for Persons with Low Vision or Who are Blind

This Agreement and other important product information will be made available in the following accessible formats for persons with low vision or who are blind:

- Braille
- Large-size print
- Enlarged computer disk format
- Audio format

For accessible formats, or for direct help in reading the Agreement and other materials, please call Molina toll-free at 1 (855) 885-3176. Members who need information in an accessible format 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.

COVERED SERVICES

Molina covers the services described in the section below titled "What is Covered Under My Plan?" They are subject to the exclusions, limitations, and reductions set forth in this Agreement. They are covered 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 Agreement
- 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 Agreement e.g., in the case of an Emergency Services.

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

COST SHARING (Money You Will Have to Pay to Get Covered Services)

Cost Sharing is the Deductible, Copayment, and/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 Schedule of Benefits.

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 Schedule of Benefits. 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 SCHEDULE OF BENEFITS CAREFULLY TO UNDERSTAND WHAT YOUR COST SHARING WILL BE.

Annual Out-of-Pocket Maximum

Also referred to as "OOPM," this is the maximum amount of Cost Sharing that You will have to pay for Covered Services in a calendar year. The OOPM amount will be specified in Your Schedule of Benefits. Cost Sharing includes payments that You make toward any Deductibles, Copayments, or Coinsurance.

Amounts that You pay for services that are not Covered Services under this Agreement will not count toward the OOPM.

The Schedule of Benefits may list an OOPM amount for each individual enrolled under this Agreement and a separate OOPM amount for the entire family when there are two or more Members enrolled. When two or more Members are enrolled under this Agreement:

- 1) the individual OOPM will be met, with respect to the Subscriber or a particular Dependent, when that person meets the individual OOPM amount; or
- 2) the family OOPM will be met when Your family's Cost Sharing adds up to the family OOPM amount.

Once the total Cost Sharing for the Subscriber or a particular Dependent adds up to the individual OOPM amount, We will pay 100% of the charges for Covered Services for that individual for the rest of the calendar year. Once the Cost Sharing for two or more Members in Your family adds up to the family OOPM amount, We will pay 100% of the charges for Covered Services for the rest of the calendar year for You and every Member in Your family.

Coinsurance

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 (also known as the "negotiated rate") or the Participating Provider's charge, if less than the negotiated rate. Coinsurances are listed in the Schedule of Benefits. Some Covered Services do not have Coinsurance, and may apply a Deductible and/or Copayment.

Copayment

A Copayment is a specific dollar amount You must pay when You receive Covered Services. Copayments are listed in the Schedule of Benefits. Some Covered Services do not have a Copayment, and may apply a Deductible and/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 negotiated with the Participating Provider (also known as the "negotiated rate") or the Participating Provider's charge, if less than the negotiated rate. Deductibles are listed in the Schedule of Benefits.

Please refer to the Schedule of Benefits to see what Covered Services are subject to the Deductible and the Deductible amount. Your product 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. However, for preventive services covered by this Agreement and included in the Essential Health Benefits, You will not pay any Deductible or other Cost Sharing towards such preventive services when provided by a Participating Provider.

There may be a Deductible listed for an individual Member and a Deductible for an entire family. If You are a Member in a family of two or more Members, You will meet the Deductible either:

- When You meet the Deductible for the individual Member; or
- When Your family meets the Deductible for the family.

For example, if You reach the Deductible for the individual Member, You will pay the applicable Copayment or Coinsurance for Covered Services for the rest of the calendar year, but every other Member in Your family must continue to pay towards the Deductible until Your family meets the family Deductible.

General Rules Applicable to Cost Sharing

All Covered Services have a Cost Sharing unless specifically stated or until You pay the applicable Annual Out-of-Pocket Maximum. Please refer to the Schedule of Benefits Agreement 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:

• For items ordered in advance, You pay the Cost Sharing in effect on the order date. Molina will not cover the item unless You still have coverage for it on the date You receive it. 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. They must receive all information they need to fill the prescription before they process the order.

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. This payment may cover only a portion of the total Cost Sharing for the Covered Services that You receive. The 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 this Agreement. However, You are responsible for paying charges for any health care services or treatments that are:

- not Covered Services under this Agreement, or
- provided by a Non-Participating Provider, except that Molina will cover services from a Non-Participating Provider:
 - 1) for Emergency Services in accordance with the section of the Agreement titled "Emergency Services and Urgent Care Services,"
 - 2) for out-of-area Urgent Care Services in accordance with the section of the Agreement titled "Emergency Services and Urgent Care Services," and
 - 3) for exceptions described in the section of this Agreement titled "What if There Is No Participating Provider to Provide a Covered Service?"

How Your Coverage Satisfies the Affordable Care Act

Your Covered Services include Essential Health Benefits (EHB) 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 Agreement as well.

Your EHB 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. However, You will not be eligible for pediatric services that are Covered Services under this Agreement as of 11:59 p.m. on the last day of the month that You turn age 19. This includes pediatric dental, which can be

purchased separately through the Marketplace, and pediatric vision.

The Affordable Care Act provides certain rules for EHB. These rules tell Molina how to administer certain benefits and Cost Sharing under this Agreement. For example, under the Affordable Care Act, Molina is not allowed to set lifetime limits or annual limits on the dollar value of EHB provided under this Agreement.

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 that You pay for all EHB 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 that a Member is required to pay to receive EHB. Such Cost Sharing includes Deductibles, Coinsurance, Copayments, or similar charges. Cost Sharing 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 EHB.
- For information about any annual limits on Cost Sharing towards Your EHB.
- To assist You in determining whether You are a qualifying American Indian or Alaskan Native who has limited or no Cost Sharing responsibilities for EHB.

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. These are known as Your 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. For information on how You can have Your case reviewed, refer to the section of this Agreement titled "Internal Appeals and External Review."

In general, Your care must not be Experimental or Investigational. However, You may ask for Prior Authorization to be part of Experimental or Investigational care. Molina also may cover routine medical costs for Members in approved clinical trials. To learn more, refer to the section of this Agreement titled "Approved Clinical Trials."

Certain medical services described in this section will be covered by Molina only if You obtain Prior Authorization <u>before</u> seeking treatment for such services. To read more about Prior Authorization and a complete list of Covered Services that require Prior Authorization, go to the section of this Agreement titled "What Is a Prior Authorization." Prior Authorization does not

apply to treatment of Emergency Services 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. Please consult with Your PCP to determine whether a specific service is preventive or diagnostic. You do not pay any Cost Sharing for the following when provided by a Participating Provider:

- 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, preventive care services and screenings 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. Coverage will start for product years that 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 South Carolina law. These coverage limits also are applicable to the preventive care benefits listed below.

To help You understand and access Your benefits, preventive services for adults and children covered under this Agreement are listed below.

Preventive Services for Children and Adolescents

The following preventive care services are covered and recommended for children and adolescents (through age 18). You will not pay any Cost Sharing if services are furnished by a Participating Provider. Not all procedures are preventive. Talk to Your provider about the specific indications for Your service.

- Alcohol and Drug Use assessments for adolescents
- All comprehensive perinatal services to include:
 - o Perinatal and postpartum care
 - Health education
 - o Nutrition assessment
 - o Psychological services
- Autism screening for children 18-24 months Behavioral health assessment for children (note that Cost Sharing and additional requirements apply to Mental Health benefits beyond a behavioral health assessment)
- Basic vision screening (non- refractive)
- Behavioral health assessment for all sexually active adolescents who are at increased risk for sexually transmitted infections
- Behavioral health assessment for children
- Cervical dysplasia screening: sexually active females
- Complete health history
- Depression screening: adolescents
- Dyslipidemia screening for children at high risk of lipid disorder Dyslipidemia screening for children at high risk of lipid disorder
- Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Services:
 - o Covered for Members under the age of 21, including those with special health care needs
 - o Includes EPSDT services provided for in the comprehensive guidelines supported by the federal Health Resources and Services Administration
- Fluoride application by a PCP
- Gonorrhea prophylactic medication: newborns
- Health management
- Hearing screening
- Hematocrit or hemoglobin screening
- Hemoglobinopathies screening: newborns
- HIV screening: adolescents at higher risk
- Hypothyroidism screening: newborns
- Immunizations*
- Iron supplementation in children when prescribed by a Participating Provider
- Lead blood level testing.
 - o 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
 - o When Your PCP does a blood lead-screening test it is very important to follow-up and get the blood test results
 - o Contact Your PCP for additional questions
- Meeting with the parent, guardian or emancipated minor to talk about the meaning of an

exam

- Nutritional health assessment
- Obesity screening and counseling: children
- Oral Health risk assessment for young children (ages 0-10) (1 visit limit per six month period)
- Phenylketonuria (PKU) screening: newborns
- Physical exam including growth assessment
- Screening for hepatitis B virus infection in persons at high risk for infection
- Sickle cell trait screening, when appropriate
- Skin cancer behavioral counseling (age 10 to 24)
- Tobacco use counseling: school-aged children and adolescents
- Tuberculosis (TB) screening
- Well baby/child care

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

Preventive Services for Adults and Seniors

The following outpatient preventive care services are covered and recommended for adults, including seniors. You will not pay any Cost Sharing if You receive services from a Participating Provider:

- Abdominal aortic aneurysm screening: for male former smokers age 65-75
- Alcohol misuse counseling
- Anemia screening: women
- Aspirin for the prevention of preeclampsia
- Aspirin to prevent cardiovascular disease (when prescribed by a Participating Provider)
- Bacteriuria screening: pregnant women
- Behavioral health assessment for all sexually active adults who are at increased risk for sexually transmitted infections
- Blood pressure screening
- BRCA counseling about breast cancer preventive medication
- Breast cancer and chemoprevention counseling for women at high risk
- Breast exam for women (based on Your age)
- Breastfeeding support, supplies counseling
- Cancer screening
- Cholesterol check
- Chlamydial infection screening: women
- Colorectal cancer screening (based on Your age or increased medical risk. Examples of this screening include colonoscopy, and medically necessary periodic stool examinations.)
- Cytological Screening (pap smear) for women every 3 years with cervical cytology alone in women aged 21 to 29 years. For women aged 30 to 65 years, every 3 years with cervical cytology alone, every 5 years with high-risk human papillomavirus (hrHPV) testing alone, or every 5 years with hrHPV testing in combination with cytology.
- Cytologic screening in a hospital or certified lab for the presence of cervical cancer
- Depression screening: adults

- Depression screening: Postpartum women
- Diabetes education and self-management training provided by a certified, registered or licensed health care professional (This is limited to: Medically Necessary visits upon the diagnosis of diabetes; visits following a physician's diagnosis that represents a significant change in the Member's symptoms or condition that warrants changes in the Member's self-management; visits when re-education or refresher training is prescribed by a health care practitioner with prescribing authority; and medical nutrition therapy related to diabetes management.)
- Diabetes (Type 2) screening for adults with high blood pressure
- Diet counseling: adults at higher risk for chronic disease
- Dietary evaluation and nutritional counseling
- Exercise to prevent falls in community-dwelling adults age 65 years and older who are at increased risk for falls
- Family planning services (including FDA-approved prescription contraceptive drugs and devices)
- Folic acid supplementation
- Gonorrhea screening and counseling (all women at high risk)
- Health management and chronic disease management
- Healthy diet counseling
- Hearing screenings
- Hepatitis B screening: pregnant women
- Human papilloma virus (HPV) screening (at a minimum of once every three years for women of age 30 and older.)
- Immunizations
- Medical history and physical exam
- Obesity screening and counseling: adults
- Offering or referring adults who are overweight or obese and have additional cardiovascular disease (CVD) risk factors to intensive behavioral counseling interventions to promote a healthful diet and physical activity for CVD prevention
- Osteoporosis screening for women (based on Your age)
- Preventive prostate examinations, screenings, and lab work for diagnostic purposes according to the most recent American Cancer Society (ACS) guidelines.
- Prostate specific antigen testing
- Rh incompatibility screening: first pregnancy visit
- Rh incompatibility screening: 24-28 weeks gestation
- Scheduled prenatal care exams and first postpartum follow-up consultation and exam
- Screening and counseling for interpersonal and domestic violence: women
- Screening for gestational diabetes
- Screening for hepatitis B virus infection in persons at high risk for infection and pregnant women
- Screening for hepatitis C virus (HCV) infection in persons at high risk for infection
- Screening Mammogram for women (Low-dose mammography screenings must be performed at designated approved imaging facilities based on Your age. At a minimum, coverage shall include one baseline mammogram for persons between the ages of 35 through 39; one mammogram biennially for persons between the ages of 40 through 49; and one mammogram annually for persons of age 50 and over.)
- Screening for osteoporosis with bone measurement testing to prevent osteoporotic fractures in postmenopausal women younger than 65 years who are at increased risk of osteoporosis, as determined by a formal clinical risk assessment tool.

- Screening for preeclampsia in pregnant women with blood pressure measurements throughout pregnancy
- Skin cancer behavioral counseling (age 6 months to 24 years)
- Statin preventive medication: adults age 40-75 years with no history of CVD, 1 or more CVD risk factors, and a calculated 10-year CVD event risk of 10% or greater
- STDs and HIV screening and counseling
- Syphilis screening and counseling (all adults at high risk)
- Tobacco use counseling and interventions
 - o Screening for tobacco use; and,
 - o For those who use tobacco products, at least two tobacco cessation attempts per year. For this purpose, covering a cessation attempt includes coverage for:
 - Four tobacco cessation counseling sessions of at least 10 minutes each (including telephone counseling, group counseling and individual counseling) without prior authorization; and
 - All Food and Drug Administration (FDA)-approved tobacco cessation medications (including both prescription and over-the-counter medications) for a 90-day treatment regimen when prescribed by a health care provider without prior authorization.
- Tuberculosis (TB) screening
- Well-woman visits (at least one annual routine visit and follow-up visits if a condition is diagnosed).

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 Physician (for example, a heart doctor or cancer doctor) consultations
- Injections, allergy tests and treatments
- Physician care in or out of the hospital
- Consultations and well-child care
- Routine examinations and prenatal care provided by an OB/GYN to female Members
- Treatment of injuries and/or diseases affecting the eye.

HABILITATIVE SERVICES

Medically Necessary habilitative services and devices are health care services and devices that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

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 living in a setting appropriate for the level of disability or injury.

Outpatient rehabilitative services include the following services, subject to visit limits that appear in the Schedule of Benefits, if any:

- Physical therapy
- Occupational therapy
- Speech therapy
- Pulmonary rehabilitation therapy
- Cardiac rehabilitation therapy
- Spinal manipulative therapy

DIABETES MANAGEMENT

We cover equipment, supplies, FDA-approved medication indicated for the treatment of diabetes, and outpatient self-management training and education for the treatment of diabetes. Treatment must be prescribed by a health care professional adhering to minimum standards of care for diabetes as adopted and published by the *Diabetes Initiative of South Carolina*.

Diabetes outpatient self-management training and education shall be provided by a registered or licensed health care professional with certification in diabetes.

OUTPATIENT MENTAL HEALTH SERVICES

We cover the following outpatient mental health services 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 (defined below),
- Outpatient services for monitoring drug therapy.

We cover outpatient mental health services, including services for the treatment of gender dysphoria, 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 must result in clinically significant distress or impairment of mental, emotional, or behavioral functioning.

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 Agreement.

DENTAL AND ORTHODONTIC SERVICES

We do not cover most dental and orthodontic services. We do cover some dental and orthodontic services as described in this "Dental and Orthodontic Services" section.

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 Non-Participating Provider who is a dentist to provide the services.

Dental Anesthesia

For dental procedures, We cover general anesthesia and the Participating Provider facility's services associated with the anesthesia if any of the following are true:

- Your developmental condition makes anesthesia Medically Necessary, 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 Medically Necessary care and treatment for cleft lip and palate, as well as for any condition or illness which is related to or developed as a result of a cleft lip and palate. This coverage includes, but is not limited to, the following:

- oral and facial surgery, surgical management, and follow-up care made necessary because of a cleft lip and palate;
- prosthetic treatment such as obdurators, speech appliances, and feeding appliances;
- medically necessary orthodontic treatment and management;
- medically necessary prosthodontic treatment and management;
- otolaryngology treatment and management;
- audiological assessment, treatment, and management performed by or under the supervision of a licensed doctor of medicine, including surgically implanted amplification devices; and
- medically necessary physical therapy assessment and treatment.

Dental Services Related to Accidental Injury

We cover services for dental work and oral surgery. These services are covered if they are for the initial repair of an injury to the jaw, sound natural teeth, mouth or face which are required because 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.

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 Schedule of Benefits for the Cost Sharing that applies for hospital inpatient care.

VISION SERVICES

We cover the following vision services for all Members:

- Diabetic eye examinations (dilated retinal examinations)
- Services for medical and surgical treatment of injuries and/or diseases affecting the eye

Benefits are not available for charges connected to routine refractive vision examinations or to the purchase or fitting of eyeglasses or contact lenses, except as described in this section.

Adult Routine Vision Services

We cover the following vision services for Members age 19 and older, when provided by a participating VSP Provider. Refer to your Schedule of Benefits for applicability of coverage under your plan.

- Comprehensive vision exam limited to one every calendar year.
- Routine retinal screening (copay applies)
- Prescription glasses: frames and lenses, limited to one pair of prescription glasses once every calendar year.
- Covered frames include a limited selection of frames at no cost up to \$150. Additional frames may be selected by you. Additional costs will apply.
- Prescription glass or plastic lenses: include single vision, lined bifocal, lined trifocal or lenticular lenses.
- Prescription contact lenses: limited to one year supply up to \$150 every calendar year, in lieu of prescription lenses and frames; includes evaluation, fitting and follow-up care.
- Contact lenses in lieu of glasses

Laser corrective surgery is not covered.

Pediatric Vision Services

We cover the following vision services for a Member until 11:59 p.m. on the last day of the month that the Member turns age 19:

- Routine vision screening and eye exam every calendar year.
- Prescription glasses: frames and lenses, limited to one pair of prescription glasses once every calendar year.
- Covered frames include a limited selection of covered frames. Participating Providers
 will show the limited selection of covered frames available to You under this product.
 Frames that are not within the limited selection of covered frames under this product are
 not covered.
- Prescription Lenses: include single vision, lined bifocal, lined trifocal, lenticular lenses, and polycarbonate lenses. Lenses include scratch resistant coating and UV protection. Additional lens options available at no charge include fashion and gradient tinting, oversized lenses and glass-grey #3 prescription sunglass lenses.
- Prescription Contact Lenses: limited to one pair of standard lenses every calendar year, 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:

- o Aniridia
- o Aniseikonia
- o Anisometropia
- o Aphakia
- Corneal disorders
- o Irregular astigmatism
- o Keratoconus
- o Pathological myopia
- o Post-traumatic disorders
- Low vision optical devices are covered including low vision services, training, and
 instruction to maximize remaining usable vision. Follow-up care is covered when
 services are Medically Necessary and Prior Authorization is obtained. With Prior
 Authorization, coverage includes:
 - o one comprehensive low vision evaluation every 5 years;
 - o high-power spectacles, magnifiers, and telescopes as Medically Necessary; and
 - o 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 PCPs, including OB/GYN Specialist Physicians, are available for family planning services. You can do this without having to get Prior Authorization 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.
- Administration, insertion, and removal of contraceptive devices, such as intrauterine devices (IUD's).
- 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 Participating Provider pharmacist or by a Non-Participating 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.

Family planning services do not include:

• Condoms for male use, as excluded under the Affordable Care Act

PREGNANCY TERMINATIONS

To the extent permitted by state and federal law, Molina Healthcare only covers pregnancy termination services in the following instances:

- If the Member's pregnancy is the result of an act of rape or incest;
- In the case where the pregnant Member suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a Participating Provider, place the pregnant Member in danger of death unless a pregnancy termination is performed.

Pregnancy termination services, when performed in the office, do not require Prior Authorization.

If pregnancy termination services will be provided in an inpatient setting or an outpatient hospital setting, 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 they are 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.**

OUTPATIENT PROCEDURES (OTHER THAN SURGERY)

We cover outpatient procedures other than surgery provided by Participating Providers. We cover these procedures 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. Prior Authorization is required. Molina will help you select an appropriate facility.

RADIOLOGY SERVICES (e.g., X-Rays)

We cover radiology services, other than specialized scanning services. Except for Emergency Services and out-of-area Urgent Care Services, You must receive Covered Services from Participating Providers; otherwise, the services are not covered, You will be 100% responsible for payment to Non-Participating Providers, and the payments will not apply to Your Deductible or Annual Out-of-Pocket Maximum.

CHEMOTHERAPY AND OTHER PROVIDER-ADMINISTERED DRUGS

We cover chemotherapy and other provider-administered drugs when furnished by Participating Providers and Medically Necessary. Chemotherapy and other provider-administered drugs, whether administered in a physician's office, an outpatient or an inpatient setting, are subject to either outpatient facility or inpatient facility Cost Sharing

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, and continuous subcutaneous), total parenteral nutrition, enteral nutrition therapy, antibiotic therapy, pain management, and chemotherapy.

LABORATORY TESTS

We cover the services listed below when Medically Necessary. These services are subject to Cost Sharing. Except for Emergency Services and out-of-area Urgent Care Services, You must receive Covered Services from Participating Providers; otherwise, the services are not covered, You will be 100% responsible for payment to Non-Participating Providers, and the payments will not apply to Your Deductible or Annual Out-of-Pocket Maximum.

- 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.

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 a 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 a Prior Authorization to get hospital services except in the case of an Emergency. If You get services in a hospital or You are admitted to the hospital for Emergency Services, Your hospital stay will be covered until You have stabilized sufficiently to transfer to a Participating Provider facility and provided Your coverage with Us has not terminated. Molina will work with You and Your doctor to provide transportation to a Participating Provider facility. If Your coverage with Us terminates during a hospital stay, the services You receive after Your termination date are not Covered Services.

After stabilization and after provision of transportation to a Participating Provider facility, services provided in an out-of-area or Non-Participating Provider facility are not Covered Services, so You will be 100% responsible for payments to Non-Participating Providers, and the payments will not apply to Your Deductible or Your Annual Out-of-Pocket Maximum.

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 Specialist Physicians
- 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 Drug Coverage" 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. Coverage allows at least forty eight hours of hospitalization following a mastectomy. In the case of an early release, coverage shall include at least one home care visit if ordered by the attending physician.
- Blood, blood products, and their administration
- Physical, occupational, and speech therapy (including treatment in an organized, multidisciplinary rehabilitation program)
- Respiratory therapy
- Medical social services and discharge planning

CHEMOTHERAPY AND OTHER PROVIDER-ADMINISTERED DRUGS

We cover chemotherapy and other provider-administered drugs when furnished by Participating Providers and Medically Necessary. Chemotherapy and other provider-administered drugs, whether administered in a physician's office, an outpatient or an inpatient setting, are subject to

either outpatient facility or inpatient facility Cost Sharing.

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, not including the day of delivery, or 96 hours following a delivery by Cesarean section (C-section), not including the day of surgery. Longer stays require that You or Your provider notifies Molina. Please refer to "Maternity Care" in the "Inpatient Hospital Services" section of the Schedule of Benefits for the Cost Sharing that will apply to these services.
- If Your doctor, after talking with You, decides to discharge You and Your newborn before the 48- or 96-hour period, Molina will cover post discharge services and laboratory services. 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. Participating Providers must be licensed health care professionals acting within the scope of their license. We cover inpatient mental health services, including services for the treatment of gender dysphoria, 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). The "Mental Disorder" results in clinically significant distress or impairment of mental, emotional, or behavioral functioning.

"Mental Disorders" include the Severe Mental Illness of a person of any age. "Severe Mental Illness" means the following mental disorders:

- Anorexia nervosa
- Bipolar disorder (manic-depressive illness)
- Bulimia nervosa
- Major depressive disorders
- Obsessive-compulsive disorder
- Panic disorder
- Schizophrenia
- Schizoaffective disorder

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. This treatment must be 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. Covered SNF services include:

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

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

The SNF benefit is subject to limits that appear in the Schedule of Benefits, if any.

HOSPICE CARE

We cover these hospice services if You are terminally ill:

- A semi-private room in a hospice facility
- Dietician services
- 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.

Hospice care is subject to limits that appear in the Schedule of Benefits, if any.

The hospice benefit is for Members who are diagnosed with a terminal illness and have a life expectancy of 12 months or less. You can choose hospice care instead of the traditional services

covered by the plan. You may discuss the options with Your provider. No Prior Authorization is required.

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 for coverage in this product.
- Be diagnosed with cancer or other life threatening disease or condition.
- Be accepted into an approved clinical trial (as defined below).
- Have received Prior Authorization or approval from Molina.

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 that one of the following three statements is true:

- 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 Agreement based on Your health condition or participation in a clinical trial.

The cost of medications used in the direct clinical management of the Member will be covered unless the approved clinical trial is for the investigation of that drug or the medication is typically provided free of charge to Members in the clinical trial.

Molina does not have an obligation to cover certain items and services that 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,

• Any 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 were 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 Schedule of Benefits.

All approvals and Authorization requirements that apply to routine care for Members not in an approved clinical trial also apply to routine care for Members in approved clinical trials. Contact Molina or Your PCP for further information.

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 such surgery 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, 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.

For Covered Services related to reconstructive surgery, You will pay the Cost Sharing You would pay if the Covered Services were not related to reconstructive surgery. For example, for hospital inpatient care, You would pay the Cost Sharing listed under "Inpatient Hospital Services" in the Schedule of Benefits.

Reconstructive Surgery Exclusions

Other than those services described in the "Reconstructive Surgery" section above, 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. These types of transplants are covered if Molina gives Prior Authorization for the services, as described in the "Accessing Care" section, under "What is a Prior Authorization?"

After the Prior Authorization for the services of a transplant facility, the following applies.

- If either the physician or the transplant 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. Covered Services 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 (855) 885-3176.

For covered transplant services, You will pay the Cost Sharing You would pay if the Covered Services were not related to transplant services. For example, for inpatient hospital care, You would pay the Cost Sharing listed under "Inpatient Hospital Services" in the 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.

PRESCRIPTION DRUG COVERAGE

We cover prescription drugs and medications when:

- They are ordered by a Participating Provider treating You and the prescription drug is listed in the Molina Drug Formulary or has been approved by Our Pharmacy Department
- They are ordered or given while You are in an emergency room or hospital
- They are given while You are in a skilled nursing facility
- The prescription drug or medication must be ordered by a Participating Provider in connection with a Covered Service
- The prescription drug or medication must be filled through a pharmacy that is in the Molina pharmacy network
- The prescription drug is prescribed by a Participating Provider who is a family planning doctor or other provider whose services do not require an approval

We cover prescription drugs and medications at a plan contracted retail pharmacy unless a prescription drug is subject to restricted distribution by the U.S. Food and Drug Administration or requires special handling, provider coordination or patient education that cannot be provided by a retail pharmacy.

Please note, Cost Sharing reduction for any prescription brand name drugs with a generic equivalent obtained by You through the use of a discount card or coupon provided by a prescription drug manufacturer, or any other form of prescription drug third-party Cost Sharing assistance, will not apply toward any Deductible or the Annual Out-of-Pocket Maximum under Your Plan.

We cover:

- Tier-1: Preferred Generic Drugs
- Tier-2: Preferred Brand Drugs
- Tier-3: Non-Preferred Brand and Generic Drugs
- Tier-4: Brand and Generic Specialty Drugs
- Tier-5: Preventive Drugs

We cover drugs when they are on the Drug Formulary. We cover drugs when obtained through Molina's Participating Provider pharmacies within the Service Area. Non-formulary drugs may be covered only as provided in the "Access to Drugs That Are Not Covered" section below.

Prescription drugs are covered outside of the Service Area for Emergency Services only.

If You have trouble getting a prescription filled at the pharmacy, please call Our Customer Support Center toll-free at 1 (855) 885-3176 for assistance. If You are deaf or hard of hearing, call Us via TTY at 1 (800) 955-8771 or contact Us with the Telecommunications Relay Service by dialing 711.

If You need an interpreter to communicate with the pharmacy about getting Your medication, call Us toll-free at 1 (855) 885-3176. You may view a list of pharmacies on Our website, MolinaMarketplace.com.

Molina Drug Formulary (List of Drugs)

Molina has a list of drugs that We will cover. The list is known as the Drug Formulary.

The drugs on the Drug Formulary are chosen by a group of doctors and pharmacists from Molina and the medical community. The group meets every 3 months to talk about the drugs that are on the Drug Formulary.

The group reviews new drugs and changes in health care to find the most effective drugs for different conditions. Drugs are added to or removed from the Drug Formulary based on changes in medical practice, medical technology, and when new drugs come on the market.

Some of the reasons Your drug may not be approved are:

- Proposed less-than-effective drugs identified by the Drug Efficacy Study Implementation (DESI) program
- Over-the-counter drugs not on the formulary
- Drugs not FDA approved or licensed for use in the United States

Formulary generic drugs are those drugs listed in the Molina Drug Formulary that have the same ingredients as brand name drugs. To be FDA (government) approved, a 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.

Formulary brand name drugs are prescription drugs or medicines that have been registered under a brand or trade name by their 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 and Our pharmacy benefit manager.

You can look at Our Drug Formulary on Our Molina website at MolinaMarketplace.com.

You may call Us and ask about a drug. Call toll-free 1 (855) 885-3176, Monday through Friday, 8:00 a.m. through 6:00 p.m. ET.

If You are deaf or hard of hearing, call toll-free 1 (800) 955-8771 or dial 711 for the Telecommunications 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.

Cost Sharing for Prescription Drugs and Medications

The Cost Sharing for prescription drugs and medications is listed on the Schedule of Benefits. Cost Sharing applies to all drugs and medications prescribed by a Participating Provider on an outpatient basis.

The exception is when such drug therapy is an EHB preventive care prescription drug administered or prescribed by a Participating Provider. In this case, the EHB preventive care prescription drug is not subject to Cost Sharing. The amount You pay is the lesser of the Cost Sharing shown in the Schedule of Benefits or the amount Molina has negotiated.

Tier-1: Preferred Generic Drugs

Formulary drugs in this tier include preferred generic drugs. Specialty drugs are not included in this tier.

Preferred generic drugs are those drugs listed that, due to clinical effectiveness and cost differences, are designated as "Tier-1" in the Molina Drug Formulary.

Tier-2: Preferred Brand Drugs

Formulary drugs in this tier include preferred brand drugs. Specialty drugs are not included in this tier.

Preferred brand drugs are those drugs listed that, due to clinical effectiveness and cost differences, are designated as "Tier-2" in the Molina Drug Formulary.

Tier-3: Non-Preferred Brand and Generic Drugs

Formulary drugs in this tier include non-preferred brand and generic drugs. Specialty drugs are not included in this tier.

Non-preferred brand and generic drugs are those drugs listed in the Molina Drug Formulary that are designated as "Tier-3" due to lesser clinical effectiveness and cost differences. Generally, there are preferred and often less costly therapeutic alternatives at a lower tier.

Tier-4: Brand and Generic Specialty Drugs

Formulary drugs in this tier include both brand and generic specialty drugs, including biosimilars.

Specialty drugs are prescription legend drugs within the Molina Drug Formulary that:

- 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; or
- A biosimilar, a biological product that is highly similar to and has no clinically meaningful differences from an existing FDA-approved reference product.

Molina requires Prior Authorization for specialty drugs. We may require that Specialty drugs be obtained from a Participating Provider specialty pharmacy or facility for coverage. Molina's specialty pharmacy will coordinate with You or Your physician to provide delivery to either Your home or Your provider's office.

Tier-5: Preventive Drugs

Formulary Preventive drugs are drugs listed in the Molina Drug Formulary that are considered to be used for preventive purposes, including all methods of birth control drugs or devices for women approved by the FDA, or if they are being prescribed primarily (1) to prevent the symptomatic onset of a condition in a person who has developed risk factors for a disease that has not yet become clinically apparent or (2) to prevent recurrence of a disease or condition from which the patient has recovered. A drug is not considered preventive if it is being prescribed to treat an existing, symptomatic illness, injury, or condition. Formulary Preventive drugs may include Generic or Brand Name drugs.

Opioid Analgesics Prescribed for Chronic Pain

If You are prescribed opioid analgesics for chronic pain, Prior Authorization may be required prior to receiving opioid analgesics for chronic pain, except under the following circumstances:

- Opioid analgesics prescribed to a Member who is a hospice patient in a hospice care program;
- Opioid analgesics prescribed to a Member who has been diagnosed with a terminal condition, but is not a hospice patient in a hospice care program; or
- Opioid analgesics prescribed to a Member who is actively being treated for cancer.

Access to Drugs That Are Not Covered

Molina has a process to allow You to request and gain access to clinically appropriate drugs that are not covered under Your product.

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

If Your doctor prescribes a drug that is not listed on the Drug Formulary, Your doctor must submit a Prior Authorization request to Molina's Pharmacy department.

• If You do not obtain a Prior Authorization from Molina, We will send a letter to You and Your doctor stating why the drug was denied. You may purchase the drug at the full cost charged by the pharmacy.

• If You obtain a Prior Authorization from Molina, We will contact Your doctor. You may purchase the drug at the Cost Sharing for Tier-3 for non-specialty drugs or Tier-4 for specialty drugs.

For substitution of a formulary generic drug with a non-formulary brand name drug, You may purchase the brand name drug at the following Cost Sharing:

- The Cost Sharing for Tier-3 for non-specialty drugs or Tier-4 for specialty drugs, plus
- The difference in cost between the formulary generic drug and brand name drug.

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.

There are two types of requests for clinically appropriate drugs that are not covered under Your product:

- **Expedited Exception Request** for urgent circumstances that may seriously jeopardize life, health, or ability to regain maximum function, or for undergoing current treatment using non-Drug Formulary drugs.
- Standard Exception Request.

You and/or Your Participating Provider will be notified of Our decision no later than:

- 24 hours following receipt of request for Expedited Exception Request
- 72 hours following receipt of request for Standard Exception Request

If initial request is denied, You and/or Your Participating Provider may request an external review. You and/or Your Participating Provider will be notified of the external decision no later than:

- 24 hours following receipt of request for Expedited Exception Request
- 72 hours following receipt of request for Standard Exception Request

Stop Smoking Drugs

We cover drugs to help You stop smoking. You will have no Cost Sharing for stop-smoking drugs.

You can learn more about Your stop-smoking options by calling Our Health Management Level 1 Programs Department toll-free at 1 (866) 472-9483 between 11:30 a.m. and 8:30 p.m. ET Monday through Friday.

Your PCP helps You decide which stop-smoking drug is best for You. You can get up to a 3-month supply of stop smoking medication.

Mail Order Availability of Formulary Prescription Drugs

Molina offers You a mail order Formulary Prescription drug option. Formulary Prescription drugs can be mailed to You within 10 days from order request and approval. Cost Sharing is up to a 90-day supply applied at two times Your appropriate Copayment or Coinsurance Cost Share based on Your drug tier for one month.

You may request mail order service in the following ways:

- You can order online. Visit MolinaMarketplace.com and select the mail order option. Then follow the prompts.
- You can call the FastStart® toll-free number at 1 (800) 875-0867. Provide Your Molina Marketplace Member number (found on Your ID card), Your prescription name(s), Your doctor's name and phone number, and Your mailing address.
- You can mail a mail-order request form. Visit MolinaMarketplace.com and select the mail order form option. Complete and mail the form to the address on the form along with Your payment. You can give Your doctor's office the toll-free FastStart® physician number 1 (800) 378-5697 and ask Your doctor to call, fax, or electronically prescribe Your prescription. To speed up the process, Your doctor will need Your Molina Marketplace Member number (found on Your ID card), Your date of birth, and Your mailing address.

Diabetic Supplies

Diabetic supplies are covered. Covered diabetic supplies are:

- Insulin syringes
- Lancets and lancet puncture devices
- Blood glucose monitors
- Blood glucose test strips
- Urine test strips

Select pen delivery systems for the administration of insulin are also covered.

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 Authorization is obtained.

Over-the-Counter Preventive Drugs and Supplements

Over-the-counter drugs and supplements that are required by state and federal laws to be covered for preventive care are available at no charge when prescribed by a Participating Provider.

- Folic Acid for women planning or capable of pregnancy
- Vitamin D for community-dwelling adults 65 years and older to promote bone strength
- Iron Supplements for children age 6 to 12 months at increased risk for iron deficiency anemia

• Aspirin for adults for prevention of cardiovascular disease

Off Label Drugs

We cover drugs approved by the U.S. Food and Drug Administration (FDA) for treatment of indications for which the drug has not been approved by the FDA, subject to the following:

- 1) The drug is prescribed for the treatment of cancer.
- 2) The drug has been recognized as safe and effective for treatment of that specific type of cancer in one or more of the standard medical reference compendia adopted by the U.S. Department of Health and Human Services under 42 U.S.C. 1395x(t)(2), as amended, or in medical literature where all of the following apply:
 - 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;
 - 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;
 - 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 U.S. 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.

ANCILLARY SERVICES

DURABLE MEDICAL EQUIPMENT

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

Covered DME includes (but is not limited to):

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

We cover the following DME and supplies for the treatment of diabetes, when Medically

Necessary:

- Blood glucose monitors designed to assist Members with low vision or who are blind
- Insulin pumps and all related necessary supplies
- Podiatric devices to prevent or treat diabetes related foot problems
- 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 <u>all</u> 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, please refer to the "Inpatient Hospital Services" or "Outpatient Hospital/Facility Services" sections (as applicable) of the Molina Health Care of South Carolina, Inc. Schedule of Benefits to see the Cost Sharing applicable to these devices.

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 voiceproducing machines that are not prosthetic devices)
- Prostheses needed after a Medically Necessary mastectomy, including custom-made prostheses when Medically Necessary and up to three brassieres per calendar year to hold a prosthesis
- 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

Durable Medical Equipment Cost Sharing will apply for external devices.

HOME HEALTHCARE

We cover these home healthcare services when Medically Necessary:

- 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
- Medically Necessary medical appliances

The following home healthcare services are covered under Your product:

- Up to two hours per visit by a nurse, medical social worker, physical, occupational, or speech therapist
- Up to four hours per visit by a home health aide

Home healthcare services are subject to visit limits that appear in the Schedule of Benefits, if any.

You must have Prior Authorization for home healthcare services after the first 7 visits for home settings.

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

TRANSPORTATION SERVICES

Emergency Medical Transportation

We cover Emergency medical transportation (ground and air ambulance), or ambulance transport services provided through the "911" emergency response system when Medically Necessary. These services are covered only when any other type of transport would put your health or safety at risk. Covered emergency medical transportation services will be provided at the cost share identified within the Schedule of Benefits, up to Molina's Allowed Amount. Please note: You may be responsible for provider charges that exceed Molina's Allowed Amount covered under this benefit for Emergency medical transportation services rendered by a Non-Participating Provider.

Non-Emergency Medical Transportation (NEMT)

We cover non-routine, non-Emergency Medically Necessary ground transportation, when Molina determines such transportation is needed within Our Service Area to transfer You from one medical facility to another. Examples of this are from one hospital to another hospital, from a hospital to a skilled nursing facility or hospice. Non-Emergency medical transportation is provided by wheelchair lift equipped vehicle, litter/stretcher van or non-Emergency ambulance (both advanced life support and basic life support). When non-Emergency medical transportation is needed, Molina will arrange for the transportation to be provided by one of our Participating Provider transportation vendors. Please note, this is not a service for which You can self-refer, and any services not arranged by Molina will not be covered.

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 at 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

You or a Participating Provider should notify Molina before services are provided. (Prior Authorization is not required.)

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

Your Covered Services include Emergency Services while traveling outside of the Service Area. This includes travel that takes You outside of the United States. 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 given to You by the Non-Participating Provider.

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

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

Molina Healthcare of South Carolina P.O. Box 22664 Long Beach, CA 90801

Claims for reimbursement of 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 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 be reimbursed only for the Allowed Amount. The Allowed Amount 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 not covered under this Agreement, specifically those identified in the "Services Provided Outside the United States (or Service Area)" in the "Exclusions" section of this Agreement.

EXCLUSIONS

What is Excluded from Coverage Under My Plan?

This "Exclusions" section lists items and services that are not covered under this Agreement. These exclusions apply to all services that would otherwise be covered under this Agreement 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.

Acupuncture

Acupuncture is not covered.

Artificial Insemination and Conception by Artificial Means

All services related to artificial insemination and conception by artificial means are not covered, 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 is not covered. 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

The following are not covered. Physical exams and other services that are:

- (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 intended primarily to change or maintain Your appearance are not covered. 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:
- o Testicular implants implanted as part of a covered reconstructive surgery
- o Breast prostheses needed after a mastectomy
- o Prostheses to replace all or part of an external facial body part

Custodial Care

Assistance with activities of daily living is not covered. 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 the following, are not covered:

- X-rays
- Appliances
- Implants
- Services provided by dentists or orthodontists
- Dental services following accidental injury to teeth
- 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.

Dietician

A service of a dietician is not a covered benefit. This exclusion does not apply to services under hospice care.

Disposable Supplies

Disposable supplies for home use, such as bandages, gauze, tape, antiseptics, dressings, Ace-type bandages, and diapers, underpads, and other incontinence supplies are not covered.

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

Erectile Dysfunction Drugs

We do not cover drugs for erectile dysfunction unless required by state law.

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 are not covered.

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 "Internal Appeals and External Review" section for information about Independent Medical Review related to denied requests for Experimental or Investigational services.

Gene Therapy

Most gene therapy is not covered. Molina covers limited gene therapy services in accordance with our medical policies, subject to Prior Authorization.

Hair Loss or Growth Treatment

Items and services for the promotion, prevention, or other treatment of hair loss or hair growth are not covered.

Infertility Services

Services related to the diagnosis and treatment of infertility are not covered.

Illegal Occupation

An illness You get or injury You receive while participating in a riot or uprising, while committing a crime, felony or misdemeanor or an illegal occupation.

Intermediate Care

Care in a licensed intermediate care facility is not covered. This exclusion does not apply to services covered under "Durable Medical Equipment," "Home Health Care," "Hospice Care," "Outpatient Substance Abuse Services," and "Mental Health Outpatient Intensive Psychiatric

Treatment Programs" 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 to correct refractive defects such as myopia, hyperopia, or astigmatism are not covered. This exclusion does not apply to those Covered Services listed under "Pediatric Vision Services" in the "What is Covered Under My Plan" section.

Male Contraceptives

Condoms for male use are not covered, as excluded under the Affordable Care Act.

Massage Therapy

Massage therapy is not covered.

Oral Nutrition

Outpatient oral nutrition is not covered. Examples of oral nutrition are:

- Dietary or nutritional supplements
- Specialized formulas
- Supplements
- Herbal supplements
- Weight loss aids
- Formulas
- Food

Oral Nutrition Counseling

Outpatient oral nutrition counseling is not covered.

Private Duty Nursing

Private duty nursing services are not covered.

Residential Care

Care in a facility where You stay overnight is not covered; however, this exclusion does not apply when the overnight stay is part of covered care in any of the following:

- a hospital,
- a skilled nursing facility,
- an 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 are not covered, except for persons diagnosed with diabetes.

Services Not Approved by the Federal Food and Drug Administration (FDA)

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 are not covered. 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 "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

Services performed by people who do not require licenses or certificates by the state to provide health care services except as otherwise provided in this Agreement are not covered.

Services Provided Outside the United States (or Service Area)

Any services and supplies provided to a Member outside the United States or outside the Service Area where the Member traveled to the location in order to receive 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. This exclusion does not apply to Emergency Services provided to a Member while traveling.

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

Services Related to a Non-Covered Service

When a Service is not covered, all services related to that service are also not covered. This exclusion does not apply to services Molina would otherwise cover to treat complications of the non-Covered Service. Molina covers all Medically Necessary basic health services for complications for a non-Covered Service.

For example, if You have a non-covered bariatric surgery or cosmetic surgery, Molina would not cover services You receive in preparation for the surgery or for follow-up care. If You later suffer a complication such as a serious infection, this exclusion would not apply and Molina would cover any services that We would otherwise cover as Medically Necessary to treat that complication.

Sexual Dysfunction

Treatment of sexual dysfunction, regardless of cause, including but not limited to devices, implants, surgical procedures, and medication is not covered unless required by state law.

Surrogacy

Services for anyone in connection with a surrogacy arrangement, except for otherwise Covered Services provided to a Member who is a surrogate are not covered. 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.

Travel and Lodging Expenses

Travel and lodging expenses are not covered. This exclusion does not apply to services covered under "Transplant Services" in the "What is Covered Under My Plan" section.

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, if 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, not to exceed the amount of benefits that Molina paid in relation to the Member's injury or illness caused by the liable other person or third party, 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, not to exceed the amount of benefits that Molina paid in

relation to the Member's injury or illness caused by the liable other person or third party. 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 (recovery of 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.

You have the right to petition the Director of Insurance, or his designee, to determine if our subrogation action is inequitable or unjust. If the Director makes the determination that allowing subrogation is inequitable or unjust, then it is not allowed. This determination by the Director may be appealed to the Administrative Law Judge Division as provided by South Carolina law.

We will pay attorney's fees and costs from the amount recovered.

WORKERS' COMPENSATION

Molina shall not furnish benefits under this Agreement that 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 Agreement. 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.

Molina may nonrenew or discontinue Your coverage if You no longer reside in an area for which Molina is authorized to do business, but only if the coverage is terminated uniformly without regard to any health-status-related factor of covered individuals.

Changes in Premiums, Deductibles, Copayments and Covered Services:

Any change to this Agreement, including changes in Premiums, 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. Molina shall not change Deductible, Copayment, Coinsurance or Annual Out-of-Pocket Maximum amounts during the plan year, except when required by state or federal law.

The above does not apply in the following circumstances:

 Molina does not determine or provide Affordable Care Act tax credits, so Molina does not provide 60 days' notice for changes to the advance payment of the premium tax credit.

No change in this Agreement shall be valid, unless approved by an officer of Molina and evidenced by endorsement on this Agreement and/or by amendment to this Agreement. Such endorsement and/or amendment will be incorporated into and shall be part of this Agreement.

When Will My Molina Membership End? (Termination of Covered Services)

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, 2017, Your last minute of coverage was at 11:59 p.m. on June 30, 2017). 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 after the termination date the amount of Premiums paid to Molina which corresponds to any unexpired period for which payment had been received. In lieu of returning to You the amount of Premiums paid to Molina which corresponds to any unexpired period and to the extent permitted by the Marketplace, if Molina accepts Premium which corresponds to any unexpired period following the date of termination, We will allow You to continue coverage inforce until the end of the period for which Premium has been accepted by Us.

Your membership with Molina will terminate if You:

- No Longer Meet Eligibility Requirements
 Coverage under this Agreement will terminate if You no longer meet the age or other
 eligibility requirements for coverage under this product as required by Molina or the
 Marketplace. The Marketplace will send You notice of any eligibility determination.
 - For Non-Age-Related loss of Eligibility, 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.
 - o **For a Dependent Child Reaching the Limiting Age of 26,** Coverage under this Agreement, for a Dependent child, will terminate at 11:59 p.m. on the last day of the calendar year in which the Dependent child reaches the limiting age of 26, unless the child is disabled and meets specified criteria. See the section titled "Age Limit for Children (Disabled Children)."
 - o For a Member with Child-Only Coverage Reaching the Limiting Age, that Member's Child-Only Coverage under this Agreement will terminate at 11:59 p.m. on the last day of the calendar year in which the Member reaches the limiting age of 21. When Child-Only Coverage under this Agreement terminates because the Member has reached age 21, the Member may be eligible to enroll in other products offered by Molina through the Marketplace.
- **Request Disenrollment:** You decide to end Your membership and disenroll from Molina by notifying the Marketplace and/or Molina. 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.
- 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
- o 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.

- Commit Fraud or Intentionally Misrepresent Material Fact (Time Limit on Certain Defenses): 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:
 - o Misrepresenting eligibility information.
 - o Presenting an invalid prescription or physician order.
 - o Misusing a Molina Member ID Card (or letting someone else use it).

We will send a notice of termination to You, and Your membership will end at 11:59 p.m. on the 31st day from the date We mail the notice of termination.

After Your first 24 months of coverage, Molina may not terminate Your coverage, or deny a claim for services obtained after expiration of the first 24 months of coverage, due to any non-fraudulent omissions, misrepresentations, or inaccuracies in Your application form.

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 services in the individual market. In this case Molina will provide You with written notice at least 180 days prior to the date the coverage will be discontinued.
- Withdrawal of Product: Molina withdraws Your product from the market, in which case Molina will provide You with written notice at least 90 days prior to the date the coverage will be discontinued.
- Nonpayment of Premiums: If You do not pay required Premiums by the due date, Molina may terminate Your coverage as further described in the "Premium Notices/Termination for Non-Payment of Premiums" section below.

Your coverage under certain Covered Services 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 Covered Services will terminate on his or her 19th birthday, without affecting the remainder of this Agreement.

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 date stated on Your Premium bill. 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 termination of coverage (the "Late Notice") to Your 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.
 - o The amount of Premiums due.
 - o The specific date and time when Your membership and the membership of any enrolled Dependents will end if We do not receive the required Premiums.

If You have received a Late Notice that Your coverage is being terminated or not renewed due to failure to pay Your Premium, Molina will give a:

- 31-day grace period to pay the full Premium payment due if You do not receive advance payment of the premium tax credit. Molina will process payment for Covered Services received during the 31-day grace period and Your coverage will remain in effect during this time. You will be responsible for any unpaid Premiums You owe Molina for the grace period; or,
- Three month grace period to pay the full Premium payment due if You receive advance payment of the premium tax credit. Molina will process payment for Covered Services received after the first month of the grace period so long as Your Premiums are paid in full before the end of the grace period. If We do not receive Premiums by the end of the 3-month grace period, You will be responsible for payment of the Covered Services received during the second and third months.

During the grace period applicable to You, You can avoid termination or nonrenewal of this Agreement by paying the full Premium payment You owe to Molina. <u>If You do not pay the full Premium payment by the end of the grace period, this Agreement will terminate</u>. You will still be responsible for any unpaid Premiums You owe Molina for the grace period.

Termination or nonrenewal of this Agreement for non-payment will be effective at 11:59:

- On the last day of the grace period if You do not receive advance payment of the premium tax credit; or,
- The last day of the first month of the grace period if You receive advance payment of the premium tax credit.

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.

Reinstatement:

If the renewal premium is not paid before the grace period ends the policy will lapse. Later acceptance of the premium by the company or by an agent authorized to accept payment without

requiring an application for reinstatement will reinstate the policy. If the company or its agent requires an application, the insured will be given a conditional receipt for the premium. If the application is approved, the policy will be reinstated as of the approval date. Lacking such approval, the policy will be reinstated on the forty fifth day after the date of the conditional receipt unless the company has previously written the insured of its disapproval. The reinstated policy will cover only loss that results from an injury sustained after the date of reinstatement or sickness that starts more than ten days after such date.

In all other respects the rights of the insured and the company will remain the same, subject to any provisions noted on or attached to the reinstated policy. Any premiums the company accepts for reinstatement will be applied to a period for which premiums have not been paid.

Reinstatement After Erroneous Termination

If permitted by the Marketplace, We will allow reinstatement of Your Agreement (without a break in coverage) provided the reinstatement is a correction of an erroneous termination or cancellation action.

Re-enrollment After Termination for Non-Payment

If You are terminated for non-payment of premium and wish to re-enroll with Molina (during Open Enrollment or a Special Enrollment Period) in the following plan year, We may require that You pay any past-due premium payments, plus Your first month's premium payment in full, before We will accept Your enrollment to become effective with Molina.

YOUR RIGHTS AND RESPONSIBILITIES

What are My Rights and Responsibilities as a Molina Member?

The rights and responsibilities below are also on the Molina web site: www.MolinaMarketplace.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 (Your PCP) from Molina's list of Participating Providers.
- Be informed about Your health. If You have an illness, You have the right to hear 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 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 applicable 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 Molina did not meet Your linguistic needs.

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 (855) 885-3176.
- Give Your doctor, provider, or Molina information they need to care for You.
- Be active in decisions about Your health care.
- Follow the care plans for You that You have agreed upon with Your doctor(s).
- Build and keep a strong patient-doctor relationship.
 - o Cooperate with Your doctor and staff.
 - o 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 ID card when getting medical care. Do not give Your ID card to others. Let Molina know about any fraud or wrongdoing.
- Understand Your health problems and participate in developing mutually agreed-upon treatment goals, as You are able.

Be Active In Your Health Care

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

^{*}Subject to State and Federal laws

• 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 toll-free at 1 (855) 885-3176, Monday through Friday, between 8:00 a.m. and 6:00 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 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 (855) 885-3176 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 Agreement.

New Technology

Molina is always looking for ways to take better care of Our Members. That is why Molina has a process to find 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 to add it as a new for Molina Members.

Molina uses a pharmacy and therapeutics (P&T) committee that reviews new FDA-approved drugs and new uses for existing drugs.

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

What Do I Have to Pay For?

Please refer to the "Schedule of Benefits" at the front of this Agreement 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 Services, You ask for and get health care services from a doctor or hospital that is not a Participating Provider without getting Prior Authorization from Molina

What if I Have Paid a Medical Bill or Prescription? (Notice of Claim and Reimbursement Provisions, Payment of Claims, Including Time of Payment of Claims)

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 drug that was approved or does not require approval, Molina will pay You back. You must submit Your claim for reimbursement, also known as a written notice of claim, within 12 months from the date you made the payment.

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. You should also include the name of the Member for whom You are submitting the claim and Your policy number. If the bill is for a prescription drug, You will need to include a copy of the prescription drug label. Mail this information to Molina's Customer Support Center. The address is on the first page of this Agreement. You can also mail this information to Molina's agent.

Molina shall maintain a system for determining the date claims are received. If We determine that there is any defect, error, or impropriety in a claim that prevents the claim from being adjudicated, We shall provide notice of the defect or error within 40 business days after We receive Your request for reimbursement. We may request clinical information reasonably necessary for the proper adjudication of the claim.

If Your claim is approved, We will mail You a check no later than 40 business days from receipt of both Your request for reimbursement and all information necessary to process Your claim and determine that such claim does not contain any material defect, error, or impropriety.

If Your claim is not approved, 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 (855) 885-3176. Call Monday through Friday, 8:00 a.m. to 6:00 p.m. ET.

Benefits will be paid to the Member. Loss of life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Member's estate. Any other benefits unpaid at death may be paid, at Molina's option, either to the Member's beneficiary or estate.

How Does Molina Pay for My Care?

Molina contracts with providers in many ways. Some Molina Participating Providers receive a flat amount for each month that You are under their care, whether You see the provider or not.

Some providers work on a fee-for-service basis. This means that they receive payment for each procedure they perform. Some providers may receive incentives for giving quality preventive care. Molina does not provide financial incentives for utilization management decisions that could result in authorization denials or under-utilization.

For more information about how providers are paid, please call Molina's Customer Support Center toll-free at 1 (855) 885-3176. Call Monday through Friday, 8:00 a.m. to 6:00 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" and a "Natural Death Act Declaration" are types of Advance Directives. You have the right to complete an Advance Directive. Your provider 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 (855) 885-3176. If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY 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 maintenance organization 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; limited benefit health coverage, as defined by state law; 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. When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more other Plans and may be a Secondary Plan as to a different Plan or Plans.
- "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. If You do not provide Us the information We need to apply these rules and determine the benefits payable, Your claim for benefits will be denied.

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.

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. Issues relating to the denial of health care services are Appeals, and should be filed with Molina 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 number for assistance:

- Molina at 1 (855) 885-3176, Monday through Friday, 8:00 a.m. 6:00 p.m. ET.
- If You are deaf or hard of hearing, You may contact Us by dialing 711 for the TTY Relay Service.
- You may also contact Molina through Our website www.MolinaMarketplace.com or by writing a letter. Our address is:

Molina Healthcare of South Carolina, Inc. Grievance and Appeals Unit PO Box 40309 North Charleston, SC 29423

• You may also contact the South Carolina Department of Insurance

Consumer Services Division

P.O. Box 100105

Columbia, SC 29202-3105

Phone: 1 (803) 737-6180 or 1 (800) 768-3467

Fax: 803-737-6231

E-mail: consumers@doi.sc.gov

Online complaint form: https://doi.sc.gov/consumers

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. Molina will provide written acknowledgement of Your complaint, and We will respond to Your complaint no later than 90 days from when We receive it. This period may be extended if there is a delay in obtaining the documents or records that are necessary to resolve Your complaint or if You and Molina agree in writing to extend the period.

Pending the resolution of Your complaint, Molina will not terminate Your coverage for any reason which is the subject of the complaint, except that Molina does have the right to terminate Your coverage where Molina has made a good faith, reasonable effort to resolve Your complaint and termination is otherwise permitted by the terms of this Agreement.

INTERNAL APPEALS AND EXTERNAL REVIEW

Definitions

For the purposes of this section:

"Adverse Benefit Determination" means a decision by Molina:

- (1) To deny, reduce, fail to provide, or terminate a requested health care service or payment in whole or in part, due to any 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.

"Urgent Care Service" means a medical service where the application of non-Urgent Care Service time frames:

- Could seriously jeopardize Your life, health, ability to regain maximum function, 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 South Carolina, Inc. Grievance and Appeals Unit PO Box 40309 North Charleston, SC 29423

1 (855) 885-3176 711 (TTY)

Fax number: 1 (866) 713-1891

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

Throughout this "Internal Appeals and External Review" section, any reference to the term "You" and "Your" may include the person or entity who initiated the request (including Your authorized representative).

Initial Denial Notices

Notice of an Adverse Benefit Determination will be provided to You orally, by mail, postage prepaid, by FAX or by e-mail, as appropriate, within the time frames noted above.

An Adverse Benefit Determination notice will identify the claim or authorization request involved, convey the specific reason for the Adverse Benefit Determination (including the denial code and its meaning), the specific product provisions upon which We base the determination, and the contact information for the South Carolina Department of Insurance, which is available to assist You with the internal and external appeal processes. The notice will also include a description of any additional information necessary to perfect the claim or request, and an explanation of why such information is necessary. The notice will disclose if any internal product rule, protocol, or similar criterion was relied upon to deny the claim or request. Upon request, 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 internal and external (standard and expedited) appeal procedures, the time limits applicable to such procedures following an Adverse Benefit Determination on review, and include the release form authorizing Molina to disclose protected health information pertinent to an external review. It will also include a description of the circumstances under which You don't have to exhaust (complete) the internal process or the internal process may be deemed exhausted.

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

In the case of an Adverse Benefit Determination involving an Urgent Care Service, the notice will provide a description of Molina's expedited review procedures, which We describe 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 or request number, and provider name as shown on the explanation of health care benefits, which You will automatically receive when We process Your claim or request.

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.

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. You also have the right to request that the person performing the review must practice the same profession as the attending health care provider. The determination will take into account all comments, documents, records, and other information submitted by You relating to the claim or request.

On appeal, You may review relevant documents, request copies of any relevant information (which will be provided free of charge), and may submit issues and comments in writing. Upon request, You may also 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 We base the Adverse Benefit Determination 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. However, if We receive the new or additional evidence so late that it would be impossible to provide it to You in time for You to have a reasonable opportunity to respond, the period for providing notice of Our appeal decision will be tolled until You have a reasonable opportunity to respond but fail to do so, We will notify You of Our decision as soon as reasonably possible, considering the medical circumstances.

Your coverage will remain in effect pending the outcome of Your internal appeal.

Time Periods for Decisions on Appeal

For appeals of Adverse Benefit Determinations, We will make decisions and provide notice of the decisions as follows:

| TIME FRAME FOR RESPONDING TO APPEAL | | |
|---|---|--|
| REQUEST TYPES | TIME FRAME FOR DECISION | |
| PRE-SERVICE APPEALS | We will notify You in writing of Our appeal decision as soon as practical, taking into account the medical circumstances, but not later than 30 calendar days after Our receipt of Your appeal. | |
| POST-SERVICE APPEALS | We will notify You in writing of Our appeal decision as soon as practical, which generally will not be later than 30 calendar days after Our receipt of all information necessary to complete the appeal. However, in extraordinary circumstances, We will have up to 60 calendar days from the date that You submit Your appeal to provide You with notification of Our appeal decision. | |
| EXPEDITED APPEALS (URGENT CARE SERVICE DECISIONS) | We will give You oral notice of Our appeal decision as soon as possible, considering the medical circumstances, but not later than either of the following timeframes: • 2 business days of Our receipt of all information necessary to complete the appeal • 72 hours from Our receipt of Your appeal | |

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 Final Adverse Benefit Determination will include:

- Sufficient information to identify the claim or request involved
- The specific reason or reasons for the Final Adverse Benefit Determination, including the denial code and its meaning;
- Reference to the specific product provision upon which the determination is based;
- A statement that You are entitled to receive, upon request and free of charge, reasonable
 access to, and copies of, all documents, records, and other information relevant to Your
 claim or request for benefits;

- If We relied upon any internal Molina rule, protocol or similar criterion to deny the claim or request, then a copy of the rule, protocol or similar criterion will be provided to You, free of charge, along with a discussion of Our decision;
- A statement of Your right to external review, a description of the standard and expedited
 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 We base a Final Adverse Benefit Determination 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.
- Notice of voluntary alternative dispute resolution options, as applicable
- The contact information for the director of the South Carolina Department of Insurance, which is available to assist with the internal and external appeal processes

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.

Exhaustion of the Internal Claims and Appeals Processes

A request for standard or expedited external review can't be made until You have exhausted (completed) Our internal claims and appeals processes and received a Final Adverse Benefit Determination. However, in the following circumstances, You can request external review prior to exhausting Our internal processes:

- Waiver: Except in regards to post-service appeals, Molina can waive the exhaustion requirement, in which case You can request external review without exhausting Our internal processes.
- Simultaneous Requests for Expedited Internal and External Reviews: 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.

• Deemed Exhaustion:

If We do not adhere to the requirements outlined above, the internal claims and appeals processes may be deemed exhausted and You may have the right to request external review or other remedies under state law. If the internal processes are deemed exhausted, this is considered a Final Adverse Benefit Determination.

In order for the internal processes to be deemed exhausted, You need to request a written explanation from Us and we will respond in writing within 10 calendar days. The external reviewer or court will review Our explanation along with Your request and make a determination of whether the internal processes are exhausted. If Your request is rejected, We will notify You within 10 calendar days. You will have the right to resubmit and pursue an internal appeal of the Adverse Benefit Determination. Time periods for refiling will begin to run upon Your receipt of that notice.

EXTERNAL REVIEW

Understanding the External Review Process

After You receive a Final Adverse Benefit Determination or if You are otherwise permitted, as described above, 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 doesn't meet Molina's requirements for Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a covered benefit, or is Experimental or Investigational.

An external review will be conducted by an Independent Review Organization (IRO).

Molina will not choose or influence the IRO's reviewers.

There are three types of IRO reviews: 1) standard external review, 2) expedited external review, and 3) external review of Experimental or Investigational treatment.

Standard External Review

The IRO will provide You and Molina with written notice of its decision within 45 calendar days of its receipt of Your request for standard external review.

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 or Final 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 or Final 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

External Review of Experimental and Investigational Treatment

Requests for standard or expedited external reviews that involve Adverse Benefit Determinations or Final Adverse Benefit Determinations that a treatment is Experimental or Investigational may proceed if Your treating physician, who must be a licensed physician qualified to practice in the area of medicine appropriate to treat Your condition, certifies:

- You have a life-threatening disease or seriously disabling condition, and
- Medical and scientific evidence, using accepted protocols, shows that the requested health
 care service is more beneficial to You than any standard health care service covered by Us,
 and the adverse risks of the requested health care service are not substantially greater than the
 standard health care service that is covered by Us, and

- One of the following:
 - o Standard health care services have not been effective in improving Your condition,
 - o Standard health care services are not medically appropriate for You, or
 - o 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 a standard external review within 4 months of the date of the notice of Adverse Benefit Determination or Final Adverse Benefit Determination issued by Molina. A request for an expedited external review has no filing deadline.
- All requests must be in writing.
- Molina will initiate the external review by notifying the South Carolina Department of Insurance of Your request, which will assign the IRO to conduct the external review. For standard external review requests, Molina will notify You in writing of the assignment to an IRO.
 - o The notice will include the name and contact information for the assigned IRO for the purpose of submitting additional information
 - o The notice will inform You that, within 5 business days after receipt of the notice, You may submit additional information in writing to the IRO for consideration in the review
- Molina will also forward all documents and information used to make the Adverse Benefit Determination or Final Adverse Benefit Determination to the assigned IRO.
- If Molina determines that the Adverse Benefit Determination is not eligible for external review, Molina will notify You in writing within 5 business days of Our receipt of Your request for standard external review. For expedited requests, Molina will notify You as quickly as reasonably possible. The notice will provide You with the reason for the denial, notify You of the director's availability to provide assistance, and provide his phone number and address.
- Molina will pay the costs of the external review.

IRO Assignment

• When Molina initiates an external review, the South Carolina Department of Insurance will utilize an impartial and independent rotational system to assign the review to a South Carolina accredited IRO that is qualified to conduct the review based on the type of health care service. Molina will verify that no conflict of interest exists with the IRO.

IRO Review and Decision

• Within 5 business days after the IRO's receipt of Your request for standard external review, the IRO will determine whether Your request is eligible for external review and confirm that all information, forms and certifications were provided. The IRO will notify You

immediately if additional information is required. If Your request is not accepted for standard external review, the IRO will provide You and Molina with written notice explaining the reason. The IRO will notify You and Molina if Your request is accepted for standard external review. This paragraph does not apply to expedited external reviews.

- If the IRO is reviewing an Adverse Benefit Determination or Final Adverse Benefit Determination involving an Experimental or Investigational treatment, the IRO will immediately select a clinical peer review panel to conduct the external review upon accepting Your request. The panel will be chosen by the IRO and will include experts on the treatment of Your condition and the requested health care service. Molina has the right to request that this panel include at least 3 health care professionals who meet these requirements. Each member of the panel will provide the IRO with a written opinion of whether to uphold or reverse Your Adverse Benefit Determination or Final Adverse Benefit Determination. The external review decision will be based on the recommendation of the majority of the clinical peer reviewers.
- 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 or Final 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 or Final Adverse Benefit Determination, We will notify You and the assigned IRO of that decision within 5 days for a standard review, and as quickly as reasonably possible for an expedited review. 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, the most appropriate practice guidelines, clinical review criteria developed by Molina, and any additional information or documents that were submitted by You. If the review is involving an Experimental or Investigational treatment, the IRO will consider whether the requested health care service is approved by the Federal Food and Drug Administration, or whether medical and scientific evidence demonstrate that the expected benefits of the requested health care service are greater than the benefits covered by Molina and the adverse risks of the requested health care service are not substantially greater than Molina's covered services.
- The IRO will provide You and Molina with written notice of its decision within 45 calendar days of its receipt of Your request for a standard review. The IRO will provide You and Molina with notice of an expedited review decision within 72 hours of receipt by Molina of a request for an expedited review. If the expedited review decision is not in writing, written notice will be provided within 48 hours of providing the oral notice.. The written notice will include the following information.
 - o A general description of the reason for the request for external review
 - o The date the independent review organization was assigned by the South Carolina Department of Insurance to conduct the external review
 - The dates over which the external review was conducted
 - o The date on which the independent review organization's decision was made
 - o The principal reason for its decision
 - o The rationale for its decision

- o References to the evidence or documentation, including any evidence-based standards, that was used or considered in reaching its decision
- o The written opinions of the clinical peer review panel, if any
- If the IRO reverses the Adverse Benefit Determination or Final Adverse Benefit Determination, We will approve a covered benefit that was the subject of a standard request within 5 business days of our receipt of the notice from the IRO, and as quickly as reasonable possible for an expedited request, subject to applicable exclusions, limitations, or other provisions of this Agreement.

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

If You Have Questions About Your Rights or Need Assistance with the Internal Claims and Appeals or External Review Processes

You may contact:

South Carolina Department of Insurance Consumer Services Division P.O. Box 100105 Columbia, SC 29202-3105 Phone: 1 (803) 737-6180 or 1 (800) 768-3467

> Fax: 803-737-6231 E-mail: consumers@doi.sc.gov

Online complaint form: https://doi.sc.gov/consumers

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 Providers shall provide or attempt to provide Covered Services 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 Covered Services 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 based on a pre-existing health condition, genetic information, color, creed, age, national origin, ethnic group identification, religion, handicap, disability, sex or sexual orientation and/or gender identity.

If You think You have not been treated fairly please call the Customer Support Center toll-free at 1 (855) 885-3176.

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 South Carolina Organ and Tissue Donor Registry by going online at www.DonateLifeSC.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 South Carolina 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.

Legal Actions

No legal action may be brought to recover on this Agreement within 60 days after written proof of loss has been given, as required by this Agreement. No such action may be brought after 6 years from the time written proof of loss is required to be given.

Continuation of Coverage After Divorce

Upon the entry of a valid decree of divorce between the insured parties the divorced spouse is entitled to have issued to him or her, without evidence of insurability, upon application made to the insurer within sixty days following the entry of the decree, and upon payment of the appropriate premium, an individual policy of health insurance. The policy shall provide the coverage then being issued by the insurer which is most nearly similar to, but not greater than, the terminated coverages. Any probationary or waiting periods set forth in the policy are considered as being met to the extent coverage was in force under the prior policy.

Claim Forms

When the company receives notice of claim, it will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within fifteen days the claimant will meet the proof of loss requirements by giving the company a written statement of the nature and extent of the loss within the time limits stated in the Proofs of Loss section.

Proofs of Loss

If the policy provides for periodic payment for a continuing loss, written proof of loss must be given the company within ninety days after the end of each period for which the company is liable. For any other loss, written proof must be given within ninety days after such loss. If it was not reasonably possible to give written proof in the time required, the company may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. The proof required must be given no later than one year from the time specified unless the claimant was legally incapacitated.

Physical Examinations and Autopsy

The company at its own expense may have the insured examined as often as reasonably necessary while a claim is pending and in cases of death of the insured the insurer at its own expense also may have an autopsy performed during the period of contestability unless prohibited by law. The autopsy must be performed in South Carolina.

Change of Beneficiary

The insured can change the beneficiary at any time by giving the company written notice. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which the insured resides on that date is amended to conform to the minimum requirements of such laws.

Wellness Program

Your Agreement includes access to a health activity program. The goal of the program is to encourage You to complete a health activity that supports Your overall health. The program is voluntary and available at no additional cost to You. The health activity we encourage You to complete is described below. For more information, please contact the Customer Support phone number on your ID Card.

Annual Health Activity

We encourage You to complete the annual health activity below during the calendar year. Upon completion, Molina may work with You to support Your overall wellness.

Annual Wellness Exam

 Provides You with the opportunity to obtain either an annual comprehensive physical exam through Your PCP, or an in-home health assessment exam facilitated through Molina

HEALTH MANAGEMENT PROGRAMS

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.

Health Management

Molina offers programs to help You and Your family manage a diagnosed health condition. Our programs include:

- Asthma management
- Diabetes management
- Depression management

- High blood pressure management
- Cardiovascular Disease (CVD) management
- Chronic Obstructive Pulmonary Disease (COPD) management

You can also enroll in any of the programs above by calling the Our Health Management Department at 1 (866) 891-2320 between 7:00 a.m. and 11:00 p.m. ET, Monday through Friday. You may also call to ask for a booklet to help you manage your diagnosed health condition.

Health Education (Smoking Cessation and Weight Control)

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. Call toll-free 1 (866) 472-9483 between 9:00 a.m. and 9:00 p.m., Monday through Friday. Ask about other services We provide, or request information to be mailed to You.

The following are the health education programs Molina has to offer You.

Smoking Cessation Program

This program offers smoking cessation services to all smokers interested in quitting the habit. 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 telephone 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.

YOUR HEALTH CARE QUICK REFERENCE GUIDE

| Department/ Program | Type of Help Needed | Number to Call/ Contact Information |
|--|---|--|
| Molina Customer Support Center Department | If You have a problem with any of Our services, We want to help fix it. You can call Our Customer Support Center for help or to file a grievance or complaint When in doubt, call Us first. | Customer Support Center Toll-Free: 1 (855) 885-3176 8:00 a.m. to 6:00 p.m. ET Monday through Friday TTY: 711 |
| Health Management | To request information on programs for conditions such as asthma, diabetes, high blood pressure, Cardiovascular Disease (CVD), or Chronic Obstructive Pulmonary Disease (COPD) | 1 (866) 891-2320 7:00 a.m. to 11:00 p.m. ET, Monday through Friday |
| Health Education | To request any information on smoking cessation and weight management | 1 (866) 472-9483 9:00 a.m. to 9:00 p.m. ET |
| Nurse Advice Line 24-Hour, 7 days a week | If You have questions or concerns about Your or Your family's health. The Nurse Advice Line is staffed by registered nurses. | 1 (844) 800-5155 |
| Secretary of the U.S. Department of Health and Human Services Office for Civil Rights | 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 TTY: (415) 437-8311 FAX: (415) 437-8329 |
| Medicare | Medicare is health insurance offered by the federal government to most people who are 65 and | 1 (800) MEDICARE 1 (800) 633-4227 |
| | older. Medicare helps pay for healthcare, but does not cover all medical expenses. | TTY: 1 (877) 486-2048 www.Medicare.gov |
| | The South Carolina Department of Insurance is responsible for | 1 (800) 768-3467 |
| South Carolina Department of Insurance | regulating health care services plans. If You have a grievance against Your health plan, You should first call Molina toll-free at | Consumer Services Division P.O. Box 100105 Columbia, SC 29202-3105 |
| | 1 (855) 885-3176, and use Molina's grievance process before contacting this department. | Fax: 803-737-6231 E-mail: consumers@doi.sc.gov |