

## **2009 BENEFIT PLAN CLARIFICATION ENDORSEMENT For The Oregon Medical Insurance Pool**

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**Effective January 1, 2009 this Endorsement makes the following clarifications to your OMIP plan 500, 750, 1000 & 1500 contracts:**

1. Definitions section - "creditable coverage" and "substantially equivalent health benefits".
2. When The Contract Ends section - the 12-month waiting period in order to re-enroll in OMIP.
3. Men's Preventive Services section - the men's preventive health benefits for any medically necessary follow-up exams.
4. Enrollee Grievance and Appeals section under second level appeal - corrected a spelling error in the last sentence of the first paragraph.
5. Prescription Medication section - for maximum limits on refills.

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### **1. DEFINITIONS**

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The following definitions replace those in your contract effective January 1, 2009:

**Creditable coverage** means health insurance you had prior to OMIP coverage without a single break in coverage greater than 63 days that reimburses for medical and hospital expenses, and for which the benefit designs and payout amounts must be comparable to OMIP's benefit plans. The following insurance policies are not considered creditable coverage: accident only; specified disease or sickness only; cancer only; hospital only; mandatory student health; travel insurance; life insurance; short-term or long-term disability; dental or vision. In addition, OMIP may not credit coverage for benefits and services that your previous health plan did not cover or for benefits that had not been satisfied during the previous plan's exclusionary period. These provisions do not apply to portability coverage.

**Substantially equivalent health benefits or coverage** means health insurance coverage that reimburses for medical and hospital expenses with benefit design and payout amounts comparable to OMIP's plans. Substantially equivalent does not include the following insurance policies: accident only; specified disease or sickness only; cancer only; hospital only; mandatory student health; travel insurance; life insurance; short term or long term disability; dental or vision.

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## **2. WHEN THE CONTRACT ENDS**

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There are circumstances other than your failure to pay premiums that will cause this contract to terminate. OMIP describes these in the following paragraphs. If the contract terminates, you will not be eligible to re-enroll into OMIP for 12 months from the contract termination date. If you lose coverage retroactively to an earlier date, due to ineligibility, you may not reapply for OMIP coverage for 12 months from the date of the notification letter that notifies you of your termination.

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## **3. MEN'S PREVENTIVE SERVICES**

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### **Men's Preventive Services (not subject to the calendar year deductible)**

OMIP will provide coverage for prostate cancer screening examinations including a digital rectal examination and a prostate-specific antigen test (PSA) for men who are 50 years of age or older once every 24 months or as determined by the treating physician, and for men that are younger than 50 years of age who are at high risk for prostate cancer as determined by the treating physician. Any medically necessary follow-up exams will be covered according to the general medical benefits of this contract and subject to any required deductibles and/or coinsurances.

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## **4. ENROLLEE GRIEVANCE AND APPEALS**

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### **Second Level of Appeal/Third Level of Review - OMIP**

If you are not satisfied with a first level appeal determination, you may appeal a second time directly to OMIP. A written request must be received by OMIP within 30 days from the date of the determination letter regarding the first appeal decision (not grievance) made by Regence. OMIP will review the appeal. If your dispute is regarding medical necessity, experimental or investigational procedures or need for continuity of care, OMIP will request an External Review from an Independent Review Organization (I.R.O.) on your behalf. **OMIP will be bound by the decision of the I.R.O. only in those decisions relating to medical necessity, experimental, investigational procedures or continuity of care.** If OMIP chooses to send an appeal to External Review, it will be considered the final level of appeal. The I.R.O. will make its review and report its decision within 30 calendar days (3 days for expedited reviews).

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## **5. PRESCRIPTION MEDICATION BENEFIT**

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### **Prescription Refills**

Refills obtained from a pharmacy or the mail order supplier are allowed and available once you have used 75 percent of the supply from the previous prescription. You or your insured dependent(s) are responsible for the full cost of any prescription medications that are denied at the participating pharmacy for reasons of a 'refill too soon' based on the quantity limitation.