



# 2023 Evidence of Coverage

## Ambetter + Adult Vision + Adult Dental



[Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com)

## **Ambetter from NEBRASKA TOTAL CARE Ambetter + Adult Vision + Adult Dental**

Home Office: 2525 N. 117<sup>th</sup> Avenue, Ste. 100, Omaha, NE 68164

Individual Major Medical Expense HMO Insurance Policy

In this *policy*, the terms "you", or "your" will refer to the *member* or any *dependents* named on the *Schedule of Benefits*. The terms "we," "our," or "us" will refer to Ambetter from Nebraska Total Care

### **AGREEMENT AND CONSIDERATION**

This document, along with the corresponding *Schedule of Benefits* and your application, is your *policy* and is a legal document. It is the agreement under which *benefits* will be provided and paid. In consideration of your application and the timely payment of premiums, we will provide health care *benefits* to you, the *member*, for *covered services* as outlined in this *policy*. *Benefits* are subject to *policy* definitions, provisions, limitations, and exclusions.

### **GUARANTEED RENEWABLE**

Guaranteed renewable means that this *policy* will renew each year on the anniversary date unless terminated earlier in accordance with *policy* terms. You may keep this *policy* in force by timely payment of the required premiums. However, we may decide not to renew the *policy* as of the renewal date if: (1) we decide not to renew all policies issued on this form, with the same type and level of *benefits*, to residents of the state where you then live; or (2) we withdraw from the service area, or (3) there is fraud or an intentional material misrepresentation made by or with the knowledge of a *member* in filing a claim for *policy benefits*.

Annually, we will change the rate table used for this *policy* form. Each premium will be based on the rate table in effect on that premium's due date. The *policy* plan, and age of members, type and level of *benefits*, and place of *residence* on the premium due date are some of the factors used in determining your premium rates. We have the right to change premiums however, all premium rates charged will be guaranteed for a *calendar year*.

At least 60 days' notice of any plan to take an action or make a change permitted by this clause will be delivered to you at your last address as shown in our records. We will make no change in your premium solely because of claims made under this *policy* or a change in a *member's* health. While this *policy* is in force, we will not restrict coverage already in force. If we discontinue offering and decide not to renew all policies issued on this form, with the same type and level of *benefits*, for all residents of the state where you reside, we will provide a *written* notice to you at least 90 days prior to the date that we discontinue coverage.

**This *policy* contains *prior authorization* requirements. You may be required to obtain a referral from a *primary care physician (PCP)* in order to receive care from a *specialist provider*. Benefits may be reduced or not covered if the requirements are not met. Please refer to your *Schedule of Benefits* and the *Prior Authorization* section.**

**TEN DAY RIGHT TO RETURN POLICY**

Please read your *policy* carefully. If you are not satisfied, return this *policy* to us or to our agent within 10 days after you receive it. All premiums paid will be refunded, less claims paid, and the *policy* will be considered null and void from the *effective date*.

Ambetter from Nebraska Total Care

A handwritten signature in black ink, appearing to read 'H Phillips', is positioned above the printed name and title.

Heath Phillips  
CEO and Plan President

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# Introduction

Welcome to Ambetter from Nebraska Total Care! This *policy* has been prepared by us to help explain your coverage. Please refer to this *policy* whenever you require medical services.

It describes:

- How to access medical care.
- What health services are covered by us.
- What portion of the health care costs you will be required to pay.

This *policy*, the *Schedule of Benefits*, the application as submitted to the Health Insurance Marketplace, and any amendments and riders attached shall constitute the entire *policy* under which *covered services* and supplies are provided or paid for by us.

This *policy* should be read in its entirety. Since many of the provisions are interrelated, you should read the entire *policy* to get a full understanding of your coverage. Many words used in the *policy* have special meanings: these words are *italicized* and are defined for you in the Definitions section. This *policy* also contains exclusions, so please be sure to read this *policy* carefully.

## How to Contact Us

Ambetter from Nebraska Total Care  
2525 N. 117<sup>th</sup> Avenue  
Ste. 100  
Omaha, NE 68164

Normal Business Hours of Operation 8:00 a.m. to 5:00 p.m. CST

<i>Member Services</i>	1-833-890-0329
TTY line	711
Email	Secure email function within the <i>Member Portal</i>
<i>Emergency</i>	911
24/7 Nurse Advice Line	1-833-890-0329 or for the hearing impaired (TTY 711)

## Interpreter Services

Ambetter from Nebraska Total Care has a free service to help *members* who speak languages other than English. These services ensure that you and your *physician* can talk about your medical or *behavioral health* concerns in a way that is most comfortable for you.

Our interpreter services are provided at no cost to you. We have representatives that speak Spanish and medical interpreters to assist with other languages. *Members* who are blind or visually impaired and need help with interpretation can call *Member Services* for an oral interpretation.

To arrange for interpreter services, please call *Member Services* at 1-833-890-0329 or for the hearing impaired (TTY 711).

# Member Rights and Responsibilities

We are committed to:

1. Recognizing and respecting you as a *member*.
2. Encouraging open discussions between you, your *physician*, and *medical practitioners*.
3. Providing information to help you become an informed health care consumer.
4. Providing access to *covered services* and our *network providers*.
5. Sharing our expectations of you as a *member*.
6. Providing coverage regardless of age, ethnicity or race, religion, gender, sexual orientation, national origin, physical or mental disability, or expected health or genetic status.

If you have difficulty locating a *PCP*, *specialist physician*, *hospital* or other contracted *provider* please contact us so that we can assist you with accessing or locating a *provider* who contracts with us. *Physicians* within our *network* may be affiliated with different *hospitals*. Our online directory can provide you with information for the *hospitals* that are contracted with us. The online directory also lists affiliations that your *provider* may have with non-contracted *hospitals*. Your coverage requires you to use contracted providers with limited exceptions. You can access the online directory at [ambetter.nebraskatotalcare.com](http://ambetter.nebraskatotalcare.com).

You have the right to:

1. Participate with your *physician* and *medical practitioners* in making decisions about your health care. This includes working on any treatment plans and making care decisions. You should know any possible risks, problems related to recovery, and the likelihood of success. You shall not have any treatment without consent freely given by you or your legally *authorized representative*. You will be informed of your care options.
2. Know who is approving and who is performing the procedures or treatment. All likely treatment and the nature of the problem should be explained clearly.
3. Receive the *benefits* for which you have coverage.
4. Be treated with respect and dignity.
5. Privacy of your personal health information, consistent with state and federal laws, and our policies.
6. Receive information or make recommendations, including changes, about our organization and services, our *network* of *physicians* and *medical practitioners*, *hospitals*, other facilities, and your rights and responsibilities.
7. Make recommendations regarding our *member* rights and responsibilities policy.
8. Candidly discuss with your *physician* and *medical practitioners* appropriate and *medically necessary* care for your condition, including new uses of technology, regardless of cost or *benefit* coverage. This includes information from your *PCP* about what might be wrong (to the level known), treatment and any known likely results. Your *PCP* can tell you about treatments that may or may not be covered by the *policy*, regardless of the cost. You have a right to know about any costs you will need to pay. This should be told to you in words you can understand. When it is not appropriate to give your information for medical reasons, the information can be given to a legally *authorized representative*. Your *physician* will ask for your approval for treatment unless there is an *emergency* and your life and health are in serious danger.
9. Voice *complaints* or *grievances* about: our organization, any *benefit* or coverage decisions we (or our designated administrators) make, your coverage, or care provided.
10. See your medical records.
11. Be kept informed of *covered* and non-*covered services*, program changes, how to access services, *PCP* assignment, *providers*, advance directive information, referrals, and *authorizations*, *benefit* denials, *member* rights and responsibilities, and our other rules and guidelines. We will notify you at least 60 days before the *effective date* of the modifications. Such notices shall include:
  - a. Any changes in clinical review criteria; or
  - b. A statement of the effect of such changes on the personal liability of the *member* for the cost

of any such changes.

12. A current list of *network providers*.
13. Select a health plan or switch health plans, within the guidelines, without any threats or harassment.
14. Adequate access to qualified *medical practitioners* and treatment or services regardless of age, ethnicity, race, religion, gender, sexual orientation, national origin, physical or mental disability, or expected health or genetic status.
15. Access *medically necessary* urgent and *emergency* services 24 hours a day and seven days a week.
16. Receive information in a different format in compliance with the Americans with Disabilities Act, if you have a disability.
17. Refuse treatment to the extent the law allows without jeopardizing future treatment and be informed by your *physician(s)* of the medical consequences. You are responsible for your actions if treatment is refused or if the *PCP's* instructions are not followed. You should discuss all concerns about treatment with your *PCP*. Your *PCP* can discuss different treatment plans with you, if there is more than one plan that may help you. You will make the final decision.
18. Select your *PCP* within the *network*. You also have the right to change your *PCP* or request information on *network providers* close to your home or work.
19. Know the name and job title of people giving you care. You also have the right to know which *physician* is your *PCP*.
20. An interpreter when you do not speak or understand the language of the area.
21. A second opinion by a *network* physician, if you want more information about your treatment or would like to explore additional treatment options.
22. Make advance directives for healthcare decisions. This includes planning treatment before you need it.
23. Determine what actions should be taken regarding your health if you are no longer able to make decisions for yourself because of *illness* or because you are incapacitated. You have the right to have your wishes known by completing Advance directives forms. Advance directives are forms you can complete to protect your rights for medical care. It can help your *PCP* and other *providers* understand your wishes about your health. Advance directives will not take away your right to make your own decisions and will work only when you are unable to speak for *yourself*. Examples of advance directives include:
  - a. Living Will.
  - b. Health Care Power of Attorney; or
  - c. "Do Not Resuscitate" Orders. *Members* also have the right to refuse to make advance directives. You should not be discriminated against for not having an advance directive.

You have the responsibility to:

1. Read this *policy* in its entirety.
2. Treat all health care professionals and staff with courtesy and respect.
3. Give accurate and complete information about present conditions, past *illnesses*, hospitalizations, medications, and other matters about your health that we or your *medical practitioners* need in order to provide care. You should make it known whether you clearly understand your care and what is expected of you. You need to ask questions of your *physician* until you understand the care you are receiving.
4. Review and understand the information you receive about us. You need to know the proper use of *covered services*.
5. Show your *member* identification card and keep scheduled appointments with your *physician* and call the *physician's* office during office hours whenever possible if you have a delay or cancellation.
6. Know the name of your assigned *PCP*. You should establish a relationship with your *physician*. You may change your *PCP* verbally or in writing by contacting our *Member Services* Department.
7. Read and understand to the best of your ability all materials concerning your health *benefits* or ask for help if you need it.
8. Follow the treatment plans and instructions for care that you have agreed on with your health care



professionals and *physician*.

9. Tell your health care professional and *physician* if you do not understand your treatment plan or what is expected of you. You should work with your *PCP* to develop treatment goals. If you do not follow the treatment plan, you have the right to be advised of the likely results of your decision.
10. Follow all health *benefit* plan guidelines, provisions, policies, and procedures.
11. Use any *emergency* room only when you think you have a medical *emergency*. For all other care, you should call your *PCP*.
12. When you enroll in this coverage, give all information about any other medical coverage you have. If, at any time, you get other medical coverage besides this coverage, you must tell us.
13. Pay your monthly premiums on time and pay all *deductible amounts, copayment amounts, or coinsurance amount* at the time of service.
14. Inform the entity in which you enrolled for this *policy* if you have any changes to your name, address, or family members covered under this *policy* within 60 days from the date of the event.
15. Notify us or the entity you enrolled with of any enrollment related changes that would affect your policy, such as: birth of a child or adoption, marriage, divorce, adding/removing a dependent, spouse/domestic partner becomes eligible under a different insurer, change of address, or incarceration where *member* cost share would need to transfer from one *policy* to another policy.

# Important Information

## Provider Directory

A listing of *network providers* is available online at <https://Ambetter.NebraskaTotalCare.com>. We have plan *physicians, hospitals, and other medical practitioners* who have agreed to provide you with your healthcare services. You may find any of our *network providers* by completing the "Find a Provider" function on our website and selecting the Ambetter Network. There you will have the ability to narrow your search by *provider specialty, zip code, gender, language spoken and whether or not they are currently accepting new patients*. Your search will produce a list of *providers* based on your search criteria and will give you other information such as name, address, phone number, office hours, specialty, and board *certifications*.

At any time, you can request a copy of the *provider* directory at no charge by calling *Member Services* at 1-833-890-0329 (TTY 711). In order to obtain *benefits*, you must designate a *network PCP* for each *member*. We can also help you pick a *PCP*. We can make your choice of *PCP* effective on the next business day.

Call the *PCP's* office if you want to make an appointment. If you need help, call *Member Services* at 1-833-890-0329 (TTY 711). We will help you make the appointment.

## Member Identification Card

We will mail you a *member* identification card after we receive your completed enrollment material and you have paid your initial premium payment. This card is proof that you are enrolled in the Ambetter plan. You need to keep this card with you at all times. Please show this card every time you go for any service under the *policy*. Your *member* identification card will show your name, *member* identification number, the phone numbers for *Member Services*, pharmacy and 24/7 Nurse Advice Line and *copayment amounts* required at the time of service. If you do not get your *member* identification card within a few weeks after you enroll, please call *Member Services* at 1-833-890-0329 (TTY 711). We will send you another card.

## Website

Our website helps you get the answers to many of your frequently asked questions and has resources and features that make it easy to get quality care. Our website can be accessed at <https://Ambetter.NebraskaTotalCare.com>. It also gives you information on your *benefits* and services such as:

1. Finding a *network provider*, including *hospitals*, and pharmacies.
2. Our programs and services, including programs to help you get and stay healthy.
3. A secure portal for you to check the status of your claims, make payments, and obtain a copy of your *member* identification card.
4. *Member* Rights and Responsibilities.
5. Notice of Privacy Practices.
6. Current events and news.
7. Our Formulary or Preferred Drug List.
8. *Deductible* and *copayment* accumulators.
9. Selecting a *PCP*.

If you have material modifications (examples include a change in life event such as marriage, death, or other change in family status), or questions related to your health insurance coverage, contact the Health Insurance Marketplace (Exchange) at [www.healthcare.gov](http://www.healthcare.gov) or 1-800-318-2596.

## Quality Improvement

We are committed to providing quality health care for you and your family. Our primary goal is to improve your health and help you with any *illness* or disability. Our program is consistent with National Committee on Quality Assurance (NCQA) standards and National Academy of Medicine (NAM) priorities. To help promote safe, reliable, and quality healthcare, our programs include:

1. Conducting a thorough check on *Providers* when they become part of the *provider network*.
2. Providing programs and educational items about general healthcare and specific diseases.
3. Sending reminders to *members* to get annual tests such as a physical examination, cervical cancer screening, breast cancer screening, and immunizations.
4. A Quality Improvement Committee which includes *network providers* to help us develop and monitor our program activities.
5. Investigating any *member* concerns regarding care received.

For example, if you have a concern about the care you received from your *network physician* or service provided by us, please contact the *Member Services* Department.

We believe that getting *member* input can help make the content and quality of our programs better. We conduct a *member* survey each year that asks questions about your experience with the healthcare and services you are receiving. The results of the survey will be made available to you upon your request.

# Definitions

In this *policy*, italicized words are defined. Words not italicized will be given their ordinary meaning.

Wherever used in this *policy*:

***Acute rehabilitation*** means *rehabilitation* for patients who will *benefit* from an intensive, multidisciplinary *rehabilitation* program. Patients normally received a combination of therapies such as physical, occupational and speech therapy as needed and are medically managed by specially trained *physicians*. *Rehabilitation* services must be performed for three or more hours per day, five to seven days per week, while the *covered person* is confined as an *inpatient* in a *hospital, rehabilitation facility, or extended care facility*.

***Advance premium tax credit*** means the tax credit provided by the Affordable Care Act to help you afford health coverage purchased through the Health Insurance Marketplace. *Advance premium tax credits* can be used right away to lower your monthly premium costs. If you qualify, you may choose how much *advance premium tax credit* to apply to your premiums each month, up to a maximum amount. If the amount of *advance premium tax credits* you receive for the year is less than the total tax credit you are due, you will get the difference as a refundable credit when you file your federal income tax return. If your *advance premium tax credits* for the year are more than the total amount of your premium tax credit, you must repay the excess *advance premium tax credit* with your tax return.

***Adverse benefit determination*** means a decision by us which results in:

1. A denial of a request for service.
2. A denial, reduction, or failure to provide or make payment in whole or in part for a *covered service*.
3. A determination that an admission, continued stay, or other health care service does not meet our requirements for *medical necessity, appropriateness, health care setting, or level of care or effectiveness*.
4. A determination that a service is *experimental, investigational, cosmetic treatment, not medically necessary or inappropriate*.
5. Our decision to deny coverage based upon an eligibility determination.
6. A *rescission* of coverage determination as described in the General Provisions section of this *policy*.
7. A prospective review or *retrospective review* determination that denies, reduces, or fails to provide or make payment, in whole or in part, for a *covered service*.

Refer to the *Grievance and Complaint Procedures* section of this *policy* for information on your right to *appeal an adverse benefit determination*.

***Adverse determination*** means a determination by a health carrier or its designee *utilization review* agent that an admission, availability of care, continued stay, or other health care service has been reviewed and, based upon the information provided, does not meet the health carrier's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness, and the requested health care service is therefor denied, reduced, or terminated.

***Allowed amount*** (also see "***Eligible expense***") means the maximum amount we will pay a *provider* for a *covered service*. When a *covered service* is received from a *network provider*, the *allowed amount* is the amount the *provider* agreed to accept from us as payment for that particular service. In all cases, the *allowed amount* will be subject to *cost sharing* (e.g., *deductible, coinsurance, and copayment*) per the *member's benefits*. This amount excludes any payments made to the *provider* by us as a result of Federal or State independent dispute resolution or mediation.

Please note if you receive services from a *non-network provider*, you may be responsible for the difference between the amount the *provider* charges for the service (*billed amount*) and the *allowed amount* that we pay. However, you will not be responsible for *balance billing* for unanticipated out-of-*network* care that is otherwise covered under your plan and that is provided by a *non-network provider* at a *network facility* unless you gave informed consent before receiving the services. You also will not be responsible for *balance billing* by a *non-network provider* or *non-network facility* for *emergency* services or air ambulance services. See *balance billing* and *non-network provider* definitions for additional information. If you are *balance billed* in these situations, please contact *Member Services* immediately at the number listed on the back of your *member* identification card.

**Ambetter Telehealth** means the preferred vendor who we have contracted with to provide *telehealth services* to *members*. Our preferred vendor contracts with providers to render *telehealth services* to *members*. These services can be accessed via [ambetter.NebraskaTotalCare.com/health-plans/our-benefits/ambetter-telehealth.html](https://ambetter.NebraskaTotalCare.com/health-plans/our-benefits/ambetter-telehealth.html).

**Appeal (Adverse Determination Grievance)** means a request to reconsider a decision about the *member's* *benefits* where either a service or claim has been denied.

**Applicable Laws** means laws of the state in which your contract was issued and/or federal laws.

**Applied behavior analysis** or **ABA** means the application of behavioral principles to everyday situations, intended to increase, or decrease targeted behaviors. ABA has been used to improve areas such as language, self-help, and play skills, as well as decrease behaviors such as aggression, self-stimulatory behaviors, and self-injury.

**Acquired brain injury** means a neurological insult to the brain, which is not hereditary, congenital, or degenerative. The *injury* to the brain has occurred after birth and results in a change in neuronal activity, which results in an impairment of physical functioning, sensory processing, cognition, or psychosocial behavior.

**Authorization** or **authorized** (also "*Prior Authorization*" or "*Approval*") means a decision to approve specialty or other *medically necessary* care for a *member* by the *member's PCP* or provider.

**Authorized representative** means:

1. A person to whom a covered person has given express *written* consent to represent the covered person in an external review.
2. A person *authorized* by law to provide substituted consent for a covered person; or
3. A family *member* of the covered person or the *covered person's* treating health care professional only when the covered person is unable to provide consent.

**Autism spectrum disorder** means a neurological and developmental disorder that begins early in childhood and lasts throughout a person's life. It is a condition related to brain development that impacts how a person perceives and socializes with others, causing problems in social interaction and communication. It may include intellectual impairment but not always. The disorder may include problems with the ability to recognize or share interests or emotional experiences, problems expressing or understanding verbal or non-verbal communication, and/or developing or maintaining relationships. Repetitive patterns of behavior or an inability to tolerate change is often seen.

**Balance billing** means a *non-network provider* billing you for the difference between the *provider's* charge for a service and the *eligible expense*. *Network providers* may not balance bill you for *covered service expenses* beyond your applicable *cost sharing* amounts.

If you are ever balance billed contact *Member Services* immediately at the number listed on the back of your *member* identification card.

**Behavioral health** includes both mental health and *substance use disorder*, encompassing a continuum of prevention, intervention, treatment, and recovery support services.

**Benefits or covered benefits** means those health care services to which a covered person is entitled under the terms of a health *benefit* plan.

**Bereavement counseling** means counseling of members of a deceased person's *immediate family* that is designed to aid them in adjusting to the person's death.

**Billed amount** means the amount a *provider* charges for a service.

**Bone marrow transplant** means a procedure in which bone marrow from a related or non-related donor is infused into the transplant recipient or is derived from the same person who is the recipient and includes peripheral blood stem cell transplants.

**Calendar year** means the period beginning on the initial *effective date* of this *policy* and ending December 31 of that year. For each following year it is the period from January 1 through December 31.

**Care management** means a program in which a registered nurse or licensed mental health professional, known as a care manager, assists a *member* through a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates options and health care *Benefits* available to a *member*. *Care management* is instituted when mutually agreed to by us, the *member* and the *member's provider*.

**Center of Excellence** means a *hospital* that:

1. Specializes in a specific type or types of *medically necessary* transplants or other services such as cancer, bariatric, or infertility; and
2. Has agreed with us or an entity designated by us to meet quality of care criteria on a cost-efficient basis. The fact that a *hospital* is a *network provider* does not mean it is a *Center of Excellence*.

**Certification** means a determination by a health carrier or its designee *utilization review* agent that an admission, availability of care, continued stay, or other health care service has been reviewed and, based on the information provided, satisfies the health carrier's requirements for medical necessity, appropriateness, health care setting, level of care, and effectiveness.

**Chiropractic care** means the involvement of neuromuscular treatment in the form of manipulation and adjustment of the tissues of the body, particularly of the spinal column, and may include physical medicine modalities or use of *durable medical equipment*.

**Coinsurance amount** means the percentage of *covered service expenses* that you are required to pay when you receive a service. *Coinsurance* amounts are listed in the *Schedule of Benefits*. Not all *covered services* have *coinsurance*.

**Complaint** means any expression of dissatisfaction expressed to the insurer by the claimant, or a claimant's *authorized representative*, about an insurer or its *providers* with whom the insurer has a direct or indirect contact.

**Complications of pregnancy** means:

1. Conditions whose diagnoses are distinct from *pregnancy* but are adversely affected by *pregnancy* or are caused by *pregnancy* and not, from a medical viewpoint, associated with a normal *pregnancy*. This includes ectopic pregnancy, spontaneous abortion, eclampsia, missed abortion, and similar

medical and surgical conditions of comparable severity; but it does not include false labor, preeclampsia, edema, prolonged labor, *physician* prescribed rest during the period of *pregnancy*, morning sickness, and conditions of comparable severity associated with management of a difficult *pregnancy*, and not constituting a medically classifiable distinct complication of *pregnancy*.

2. An *emergency cesarean section* or a *non-elective cesarean section*.

**Continuing care patient** means an individual who, with respect to a *provider* or facility, is (i) undergoing a treatment for a *serious and complex condition* from that *provider* or facility; (ii) is undergoing a course of institutional or *inpatient* care from that *provider* or facility; (iii) is scheduled to undergo non-elective *surgery* from that *provider*, including postoperative care; (iv) is pregnant and undergoing a course of treatment for the pregnancy; or (v) is determined to be *terminally ill* and is receiving treatment for such illness.

**Copay, copayment, or copayment amount** means the specific dollar amount that you must pay when you receive *covered services*. *Copayment amounts* are shown in the *Schedule of Benefits*. Not all *covered services* have a *copayment amount*.

**Cosmetic treatment** means treatments, procedures, or services that change or improve appearance without significantly improving physiological function and without regard to any asserted improvement to the psychological consequences or socially avoidant behavior resulting from an *injury, illness, or congenital anomaly*.

**Cost sharing** means the *deductible amount, copayment amount, and coinsurance* that you pay for *covered services*. The *cost sharing* amount that you are required to pay for each type of *covered service* is listed in the *Schedule of Benefits*. When you receive *covered services* from a *non-network provider* in a *network* facility, or when you receive *covered emergency services* or air ambulance services from *non-network providers, cost sharing* may be based on an amount different from the *allowed amount*.

**Cost sharing percentage** means the percentage of *covered services* that are payable by us.

**Cost sharing reductions** help reduce the amount you have to pay in *deductibles, copayments, and coinsurance*. To qualify for *cost sharing reductions*, an eligible individual must enroll in a silver level plan through the Health Insurance Marketplace. Members of a federally recognized American Indian tribe and/or an Alaska Native may qualify for additional *cost sharing reductions*.

**Covered service or covered service expenses** means services, supplies, or treatment as described in this *policy* which are performed, prescribed, directed, or *authorized* by a *physician*. To be a *covered service* the service, supply, or treatment must be:

1. Provided or incurred while the *member's* coverage is in force under this *policy*.
2. Covered by a specific *benefit* provision of this *policy*; and
3. Not excluded anywhere in this *policy*.

**Custodial care** means the treatment designed to assist a *covered person* with activities of daily living and which can be provided by a layperson and not necessarily aimed at curing or assisting in recovery from a sickness or bodily *injury*.

*Custodial care* includes (but is not limited to) the following:

1. Personal care such as assistance in walking, getting in and out of bed, dressing, bathing, feeding, and use of toilet.
2. Preparation and administration of special diets.
3. Supervision of the administration of medication by a caregiver.
4. Supervision of self-administration of medication; or

5. Programs and therapies involving or described as, but not limited to, convalescent care, rest care, educational care, or recreational care.

Such treatment is custodial regardless of who orders, prescribes, or provides the treatment.

**Deductible** or **deductible amount** means the amount that you must pay in a *calendar year* for *covered service expenses* before we will pay *benefits*. For family coverage, there is a family *deductible amount* which is two times the individual *deductible amount*. Both the individual and the family *deductible amounts* are shown in the *Schedule of Benefits*.

If you are a covered *member* in a family of two or more members, you will satisfy your *deductible amount* when:

1. You satisfy your individual *deductible amount*; or
2. Your family satisfies the family *deductible amount* for the *calendar year*.

If you satisfy your individual *deductible amount*, each of the other members of your family are still responsible for their *deductible* until the family *deductible amount* is satisfied for the *calendar year*.

**Dental services** means *surgery* or services provided to diagnose, prevent, or correct any ailments or defects of the teeth and supporting tissue and any related supplies or oral appliances. Expenses for such treatment are considered *dental services* regardless of the reason for the services.

**Dependent member** means the primary subscriber's lawful spouse, domestic partner, or an *eligible child*. Each *Dependent member* must either be named in the enrollment application or we must agree in writing to add them as a *dependent member*.

**Director** means the *Director* of Insurance.

**Durable medical equipment** means items that are used to serve a specific diagnostic or therapeutic purpose in the treatment of an *illness* or *injury*, can withstand repeated use, are generally not useful to a person in the absence of *illness* or *injury*, and are appropriate for use in the patient's home.

**Effective date** means the date a *member* becomes covered under this *policy* for *covered services*.

**Eligible child** means the child of a primary *subscriber*, if that child is less than 26 years of age. As used in this definition, "child" means:

1. A natural child.
2. A legally adopted child.
3. A foster child placed in your custody.
4. A child placed with you for adoption.
5. A child for whom legal guardianship has been awarded to you or your *spouse*; or
6. A stepchild.

It is your responsibility to notify the entity that you enrolled with (either the Health Insurance Marketplace or us) if your child ceases to be an *eligible child*. You must reimburse us for any *benefits* that we provide or pay for a child at a time when the child did not qualify as an *eligible child*.

**Eligible expense** means a *covered service expense* as determined below.

1. For *network providers*: When a *covered service* is received from a *network provider*, the *eligible expense* is the contracted fee with that provider.
2. For *non-network providers*, unless otherwise required by Federal or Nebraska law, the *eligible expense* is as follows:



- a. When a covered *emergency* service is received from a *non-network provider* as a result of an *emergency* within Nebraska, the *eligible expense* is the negotiated fee, if any, that has been mutually agreed upon by us and the *provider* as payment in full. However, if the *provider* has not agreed to accept a negotiated fee with us as payment in full, the *eligible expense* is the greatest of the following:
  - i. the verifiable median contracted amount paid by all eligible insurers for the same or similar services, calculated by a vendor utilized and chosen by the Nebraska Office of the Insurance Commissioner,
  - ii. the most recent verifiable amount agreed to us and the *non-network provider* who rendered the *emergency* services for the same service during which time that *provider* was *network* with us (if applicable), or
  - iii. a higher amount that we may deem appropriate given the complexity and circumstances of the services provided by the provider.

You cannot be balance billed by the *non-network provider*, but you will be required to pay all *cost sharing* amounts for these services. If you are balance billed in these situations, please contact *Member Services* immediately at the number listed on the back of your *member* identification card.

- b. When a covered *emergency* service is received from a *non-network provider* outside of Nebraska, the *eligible expense* is the negotiated fee, if any, that has been mutually agreed upon by us and the *provider* as payment in full. If the *provider* has not agreed to accept a negotiated fee with us as payment in full, unless otherwise required by applicable law, the eligible service expense is reimbursement as determined by us and as required by applicable law. *Member* cost share will be calculated from the recognized amount based upon federal law. You should not be balance billed for the difference between the amount we pay and the provider's charges, but you may be subject to cost-sharing obligations. If you are balance billed in these situations, please contact *Member Services* immediately at the number listed on the back of your *member* identification card.
- c. For all other *covered services* received from a *non-network provider* for which any needed *authorization* is received from us, the *eligible expense* is the negotiated fee, if any, that has been mutually agreed upon by us and the *provider* as payment in full (you will not be billed for the difference between the negotiated fee and the *provider's* charge). If there is no negotiated fee agreed to by the *provider* with us, the *eligible expense* is the greatest of the following: (1) the amount that would be paid under Medicare (2) the amount for the *covered service* calculated using the same method we generally use to determine payments for *non-network* providers; or (3) the contracted amount paid to *network providers* for the *covered service* (if there is more than one contracted amount with *network providers* for the *covered service*, the amount is the median of these amounts). In addition to applicable *cost-sharing*, you may be billed these services.
- d. *Covered services* will include an out-of-*network* health care *provider* to an insured who is in temporary custody (in the custody of a jail pending disposition of charges) in an amount that is not less than one hundred percent of the Medicare rate for such services or supplies. The political subdivision acting as a *non-network provider* shall notify the insurer of the cost incurred by the insured while in temporary custody.

**Emergency** (Medical, Behavioral health, and Substance use disorder) Services means covered *inpatient* and *outpatient* services that are (1) furnished by a *provider* qualified to furnish these services and (2) needed to evaluate or stabilize an *emergency* medical/Behavioral health condition. An *emergency* medical/behavioral health condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

1. Placing the physical or *behavioral health* of the *member* or others in serious jeopardy or, with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy.

2. Serious disfigurement of *member*.
3. Serious impairment to bodily functions.
4. Serious dysfunction of any bodily organ or part.
5. Serious harm to self or others due to an alcohol or drug use emergency; *Injury* to self or bodily harm to others; or with respect to a pregnant woman having contractions: (1) that there is inadequate time to affect a safe transfer to another *hospital* before delivery, or (2) that transfer may pose a threat to the health or safety of the woman or the unborn child.

Services you receive from a *non-network provider* or *non-network facility* after the point your *emergency medical/behavioral health* condition is *stabilized* continue to meet the definition of *emergency services* until (1) you are discharged from the facility, or (2) both of the following circumstances are met, as well as any other criteria required by federal or state law: (a) the *provider* or facility determines you are able to travel using nonmedical transportation or non-*emergency* medical transportation, and (b) your *provider* obtains informed consent to provide the additional services.

***Follow-up care is not considered emergency care.*** Benefits are provided for treatment of *emergency* medical conditions and *emergency* screening and stabilization services without *prior authorization*. Benefits for *emergency* care include facility costs and *physician* services and supplies and *prescription drugs* charged by that facility. You must notify us or verify that your *physician* has notified us of your admission to a *hospital* within 48 hours or as soon as possible within a reasonable period of time. When we are contacted, you will be notified whether the *inpatient* setting is appropriate, and if appropriate, the number of days considered *medically necessary*. By contacting us, you may avoid financial responsibility for any *inpatient* care that is determined to be not *medically necessary* under your *policy*. If your *provider* does not contract with us, you will be financially responsible for any care we determine is not *medically necessary*. Care and treatment provided once you are *medically stabilized* is no longer considered *emergency* care. Continuation of care from a *non-network provider* beyond what is needed to evaluate or stabilize your condition in an *emergency* will be covered as a *non-network* service unless we *authorize* the continuation of care and it is *medically necessary*.

***Enhanced direct enrollment (EDE)*** means an *Ambetter* tool that allows you to apply for coverage, renew and report life changes entirely on our website without being redirected to the Health Insurance Marketplace (Healthcare.gov). If you have utilized enroll *ambetterhealth.com* to apply or renew, a consumer dashboard has been created for you. You can log into your consumer dashboard at [enroll.ambetterhealth.com](http://enroll.ambetterhealth.com).

***Expedited grievance*** means a *grievance* where any of the following applies:

1. The duration of the standard resolution process will result in serious jeopardy to the life or health of the claimant or the ability of the claimant to regain maximum function.
2. In the opinion of a *physician* with knowledge of the claimant's medical condition, the claimant is subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the *grievance*.
3. A *physician* with knowledge of the claimant's medical condition determines that the *grievance* shall be treated as an *expedited grievance*.

***Experimental or investigational treatment*** means medical, surgical, diagnostic, or other health care services, treatments, procedures, technologies, supplies, devices, drug therapies, or medications that, after consultation with a medical professional, we determine to be:

1. Under study in an ongoing phase I or II clinical trial as set forth in the United States Food and Drug Administration (FDA) regulation, regardless of whether the trial is subject to FDA oversight.
2. An *unproven service*.
3. Subject to FDA approval, and:
  - a. It does not have FDA approval.

- b. It has FDA approval only under its Treatment Investigational New Drug regulation or a similar regulation; or
  - c. It has FDA approval but is being used for an indication or at a dosage that is not an accepted off-label use. An accepted off-label use of a FDA-approved drug is a use that is determined by us to be:
    - i. Included in authoritative compendia as identified from time to time by the Secretary of Health and Human Services.
    - ii. Safe and effective for the proposed use based on supportive clinical evidence in peer-reviewed medical publications; or
    - iii. Not an *unproven service*; or
  - d. It has FDA approval, but is being used for a use, or to treat a condition, that is not listed on the Premarket Approval issued by the FDA or has not been determined through peer reviewed medical literature to treat the medical condition of the *member*.
4. *Experimental or investigational treatment* according to the *provider's* research protocols.

Items (3) and (4) above do not apply to phase III or IV FDA clinical trials. *Benefits* are available for routine care costs that are incurred in the course of a clinical trial if the services provided are otherwise *covered services* under this *policy*.

**Extended care facility** means an institution, or a distinct part of an institution, that:

- 1. Is licensed as a *hospital, extended care facility, or rehabilitation facility* by the state in which it operates.
- 2. Is regularly engaged in providing 24-hour skilled nursing care under the regular supervision of a *physician* and the direct supervision of a registered nurse.
- 3. Maintains a daily record on each patient.
- 4. Has an effective *utilization review* plan.
- 5. Provides each patient with a planned program of observation prescribed by a *physician*; and
- 6. Provides each patient with active treatment of an *illness* or *injury*, in accordance with existing *generally accepted standards of medical practice* for that condition.

*Extended care facility* does not include a facility primarily for rest, the aged, treatment of *substance use disorder, custodial care, nursing care, or for care of mental health disorders* or the mentally incompetent.

**Final adverse determination** means an *adverse determination* involving a *covered benefit* that has been upheld by a health carrier, or its designee *utilization review* organization, at the completion of the health carrier's internal *appeal* process procedures.

**Generally accepted standards of medical practice** are standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, relying primarily on controlled clinical trials.

If no credible scientific evidence is available, then standards based on *physician* specialty society recommendations or professional standards of care may be considered. We reserve the right to consult medical professionals in determining whether a health care service, supply, or drug is *medically necessary* and is a *covered service* under the *policy*. The decision to apply *physician* specialty society recommendations, the choice of medical professional, and the determination of when to use any such opinion, will be determined by us.

**Grievance** means a *written complaint* submitted in accordance with the health plans' formal *grievance* procedure by or on behalf of a covered person regarding any aspect of the managed care plan, relative to the covered person, such as:

- (a) Availability, delivery, or quality of health care services.
- (b) Claims payment, handling, or reimbursement for health care services; or

(c) Matters pertaining to the contractual relationship between a covered person and a health carrier.

**Habilitation** or **habilitation services/therapy** means health care services that help a patient keep, learn, or improve skills and functioning for daily living. These services may be performed in an *inpatient* or outpatient setting and include physical therapy, occupational therapy and speech therapy.

**Health management** means a program designed specially to assist you in managing a specific or chronic health condition.

**Home health aide services** means those services provided by a home health aide employed by a *home health care agency* and supervised by a registered nurse, which are directed toward the personal care of a *member*.

**Home health care** means care or treatment of an *illness* or *injury* at the *member's* home that is:

1. Provided by a *home health care agency*; and
2. Prescribed and supervised by a *physician*.

**Home health care agency** means a public or private agency, or one of its subdivisions, that:

1. Operates pursuant to law as a *home health care agency*.
2. Is regularly engaged in providing *home health care* under the regular supervision of a registered nurse.
3. Maintains a daily medical record on each patient; and
4. Provides each patient with a planned program of observation and treatment by a *physician*, in accordance with existing *generally accepted standards of medical practice* for the *injury* or *illness* requiring the *home health care*.

An agency that is approved to provide *home health care* to those receiving Medicare *benefits* will be deemed to be a *home health care agency*.

**Hospice** means services designed for and provided to *members* who are not expected to live for more than 6 months, as certified by a *network physician*. We work with certified *hospice* programs licensed by the state to minimize patient discomfort and address the special physical, psychological, and social needs of *terminally ill members* and their *immediate family*.

**Hospital** means an institution that:

1. Operates as a *hospital* pursuant to law.
2. Operates primarily for the reception, care, and treatment of sick or injured persons as *inpatients*.
3. Provides 24-hour nursing service by registered nurses on duty or call.
4. Has staff of one or more *physicians* available at all times.
5. Provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical, or mental conditions either on its premises or in facilities available to it on a prearranged basis; and
6. Is not primarily a long-term care facility; an *extended care facility*, nursing, rest, *custodial care*, or convalescent home; a halfway house, transitional facility, or *residential treatment facility*; a place for the aged, drug addicts, alcoholics, or runaways; a facility for wilderness or outdoor programs; or a similar establishment.

While confined in a separate identifiable *hospital* unit, section, or ward used primarily as a nursing, rest, *custodial care* or convalescent home, *rehabilitation facility*, *extended care facility*, or *residential treatment facility*, halfway house, or transitional facility, or a patient is moved from the *emergency* room in a short-term observation status, a *member* will be deemed not to be confined in a *hospital* for purposes of this *policy*.

**Illness** means a sickness, disease, or disorder of a *member*. All *illnesses* that exist at the same time and that are due to the same or related causes are deemed to be one *illness*. Further, if an *illness* is due to causes that are the same as, or related to, the causes of a prior *illness*, the *illness* will be deemed a continuation or recurrence of the prior *illness* and not a separate *illness*.

**Immediate family** means the parents, *spouse*, domestic partner, *eligible child*, or siblings of any *member*, residing with a *member*.

**Independent review organization (IRO)** means an entity that conducts independent external reviews of *adverse determinations* and *final adverse determinations*.

**Injury** means accidental bodily damage sustained by a *member* and inflicted on the body by an external force. All *injuries* due to the same accident are deemed to be one *injury*.

**Inpatient** means that services, supplies, or treatment for medical, *behavioral health*, or *substance use disorder* are received by a person who is an overnight resident patient of a *hospital* or other facility, using and being charged for room and board.

**Intensive care unit** means a unit or area of a *hospital* that meets the required standards of the Joint Commission on Accreditation of Hospitals for Special Care Units.

**Loss** means an event for which *benefits* are payable under this *policy*. A *loss* must occur while the *member* is covered under this *policy*.

**Loss of minimum essential coverage** means in the case of an employee or dependent who has coverage that is not COBRA continuation coverage, the conditions are satisfied at the time the coverage is terminated as a result of *loss* of eligibility (regardless of whether the individual is eligible for or elects COBRA continuation coverage). *Loss* of eligibility does not include a *loss* due to the failure of the employee or dependent to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan). *Loss* of eligibility for coverage includes, but is not limited to:

1. *Loss* of eligibility for coverage as a result of legal separation, divorce, cessation of dependent status (such as attaining the maximum age to be eligible as a dependent child under the plan), death of an employee, termination of employment, reduction in the number of hours of employment, and any *loss* of eligibility for coverage after a period that is measured by reference to any of the foregoing.
2. In the case of coverage offered through an HMO, or other arrangement, in the individual market that does not provide *benefits* to individuals who no longer reside, live, or work in a *service area*, *loss* of coverage because an individual no longer resides, lives, or works in the *service area* (whether or not within the choice of the individual).
3. In the case of coverage offered through an HMO, or other arrangement, in the group market that does not provide *benefits* to individuals who no longer reside, live, or work in a *service area*, *loss* of coverage because an individual no longer resides, lives, or works in the *service area* (whether or not within the choice of the individual), and no other *benefit* package is available to the individual.
4. A situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all *benefits*.
5. A situation in which a plan no longer offers any *benefits* to the class of similarly situated individuals (as described in § 54.9802-1(d)) that includes the individual.
6. In the case of an employee or dependent who has coverage that is not COBRA continuation coverage, the conditions are satisfied at the time employer contributions towards the employee's or dependent's coverage terminate. Employer contributions include contributions by any current or former employer that was contributing to coverage for the employee or dependent; and
7. In the case of an employee or dependent who has coverage that is COBRA continuation coverage, the conditions are satisfied at the time the COBRA continuation coverage is exhausted. An

individual who satisfies the conditions for special enrollment, does not enroll, and instead elects and exhausts COBRA continuation coverage satisfies the conditions.

**Managed care plan** means a health *benefit* plan, including closed plans and open plans, that either requires a covered person to use or creates financial incentives by providing a more favorable deductible, coinsurance, or *copayment* level for a covered person to use health care providers managed, owned, under contract with, or employed by the health carrier.

**Managed drug limitations** means limits in coverage based upon time period, amount or dose of a drug, or other specified predetermined criteria.

**Maximum out-of-pocket** amount means the sum of the *deductible amount*, *prescription drug deductible amount* (if applicable), *copayment amount*, and *coinsurance* percentage of *covered expenses*, as shown in the *Schedule of Benefits*.

**Maximum therapeutic benefit** means the point in the course of treatment where no further improvement in a *covered person's* medical condition can be expected, even though there may be fluctuations in levels of pain and function.

**Medical practitioner** includes but is not limited to a *physician*, nurse anesthetist, physician's assistant, physical therapist, or midwife. The following are examples of *providers* that are NOT *medical practitioners*, by definition of the *policy*: acupuncturist, speech therapist, occupational therapist, rolfar, registered nurse, hypnotist, respiratory therapist, X-ray technician, emergency medical technician, social worker, family counselor, marriage counselor, child counselor, naturopath, perfusionist, massage therapist or sociologist. With regard to medical services provided to a *member*, a *medical practitioner* must be licensed or certified by the state in which care is rendered and performing services within the scope of that license or *certification*.

**Medically necessary** means our decision as to whether any medical service, supply, or treatment to diagnose and treat a *member's illness* or *injury* which:

1. Is consistent with the symptoms or diagnosis.
2. Is provided according to *generally accepted standards of medical practice*.
3. Is not *custodial care*.
4. Is not solely for the convenience of the *physician* or the *member*.
5. Is not *experimental* or *investigational*.
6. Is provided in the most cost-effective care facility or setting.
7. Does not exceed the scope, duration, or intensity of that level of care that is needed to provide safe, adequate, and appropriate diagnosis or treatment; and
8. When specifically applied to a *hospital* confinement, it means that the diagnosis and treatment of your medical symptoms or conditions cannot be safely provided as an outpatient.

Charges incurred for treatment not *medically necessary* are not *eligible expenses*.

**Medically stabilized** for non-*emergency* services means that the person is no longer experiencing further deterioration as a result of a prior *injury* or *illness* and there are no acute changes in physical findings, laboratory results, or radiologic results that necessitate acute medical care. Acute medical care does not include *acute rehabilitation*. Stabilize, with respect to an *emergency* medical condition, means to provide medical treatment of the condition as necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer\* to a *network facility* or discharge of the individual from a *facility*, (\*See Ambulance Service *Benefits* provision under the Major Medical Expense *Benefits* section).



**Member** means an individual covered by the health plan including an enrollee, subscriber, or *policy* holder. A *member* must either be named in the enrollment application or we must agree in writing to add them as a *dependent member*.

**Mental health disorder** means a condition that causes disturbance in behavior, emotion, and cognition. These disorders can vary in impact, ranging from no impairment to mild, moderate, or severe impairment. Depending on the severity, they may be accompanied by significant distress that affects an individual's work, school, and social relationships. *Mental health disorder benefits* are defined as *benefits* for items or services for mental health conditions listed in ICD-10 Chapter 5 (F), except for subchapter 1 (F01-09) and subchapter 8 (F70-79)

**Minimum essential coverage** means any health insurance plan that meets the Affordable Care Act (ACA) requirement(s) for health insurance coverage. Examples include, job-based plans, Health Insurance Marketplace ("Marketplace") plans, most individual plans sold outside of the Marketplace, Medicare, Medicaid, Children Health Insurance Program (CHIP), TRICARE, COBRA and plans sold through the Small Business Health Insurance Program (SHOP) Marketplace.

**Necessary medical supplies** means medical supplies that are:

1. Necessary to the care or treatment of an *injury* or *illness*.
2. Not reusable or *durable medical equipment*; and
3. Not able to be used by others.

*Necessary medical supplies* do not include first aid supplies, cotton balls, rubbing alcohol, or like items routinely found in the home.

**Network** means a group of *providers* or *facilities* (including, but not limited to *hospitals*, *inpatient* mental healthcare facilities, medical clinics, *behavioral health* clinics, acupuncturists, chiropractors, massage therapists, nurse practitioners, addiction medicine practitioners, etc.) who have contracts with us, or our contractor or subcontractor, and have agreed to provide healthcare services to our *members* for an agreed upon fee. *Members* will receive most, if not all, of their healthcare services by accessing the *network*.

**Network eligible expense** means the *eligible expense* for services or supplies that are provided by a *network provider*. For facility services, this is the *eligible expense* that is provided at and billed by a *network* facility for the services of either a *network* or *non-network provider*. *Network eligible expense* includes *benefits* for *emergency* health services even if provided by a *non-network provider*.

**Network provider** means any licensed person or entity that has entered into a contract with Ambetter from Nebraska Total Care to provide *covered services* to *enrollees* under this *policy*, including but not limited to, *hospitals*, specialty hospitals, *urgent care* facilities, *physicians*, pharmacies, laboratories, and other health professionals within our *service area*.

**Non-elective cesarean section** means:

1. A cesarean section where vaginal delivery is not a medically viable option; or
2. A repeat cesarean section.

**Non-network provider** means a *medical practitioner*, *provider facility*, or other *provider* who is NOT identified in the most current list for the *network* shown on your *member* identification card. Services received from a *non-network provider* are not covered, except for:

1. *Emergency* services, as described in the *Covered Services* section of this policy.
2. Non-*emergency* healthcare services received at a *network facility*, as described in the Managing Your Healthcare section of this policy; or
3. Situation otherwise specifically described in this policy.

**Orthotic device** means a *medically necessary* custom fabricated brace or support that is designed as a component of a *prosthetic device*.

**Other plan** means any plan or *policy* that provides insurance, reimbursement, or service *benefits* for *hospital*, surgical, or medical expenses. This includes payment under group or individual insurance policies, automobile no-fault or medical pay, homeowner insurance medical pay, premises medical pay, nonprofit health service plans, health maintenance organization *subscriber* contracts, self-insured group plans, prepayment plans, and Medicare when the *member* is enrolled in Medicare. *Other plan* will not include Medicaid.

**Outpatient services** means both facility, ancillary, facility use, and professional charges when given as an outpatient at a *hospital*, alternative care facility, retail health clinic, or other *provider* as determined by the plan. These facilities may include a non-*hospital* site providing diagnostic and therapy services, *surgery*, or *rehabilitation*, or other *provider facility* as determined by us. Professional charges only include services billed by a *physician* or other professional.

**Outpatient surgical facility** means any facility with a medical staff of *physicians* that operates pursuant to law for the purpose of performing *surgical procedures*, and that does not provide accommodations for patients to stay overnight. This does not include facilities such as: acute-care clinics, *urgent care centers*, ambulatory-care clinics, free-standing *emergency* facilities, and *physician* offices.

**Physician** means a licensed *medical practitioner* who is practicing within the scope of his or her licensed authority in treating a bodily *injury* or *illness* and is required to be covered by state law. A *physician* does **NOT** include someone who is related to a *covered person* by blood, marriage, or adoption or who is normally a *member* of the *covered person's* household.

**Policy** when *italicized*, means this *policy* issued and delivered to you. It includes the attached pages, the applications, the *Schedule of Benefits*, and any amendments or riders.

**Post-service claim** means any claim for *benefits* for medical care or treatment that has already been provided.

**Pre-service claim** means any claim for *benefits* for medical care or treatment that has not yet been provided and requires the approval by us in advance of the claimant obtaining the medical care.

**Pregnancy** means the physical condition of being pregnant but does not include *complications of pregnancy*.

**Prescription drug** means any FDA approved medicinal substance whose label is required to bear the legend "RX only".

**Prescription drug deductible amount** means the amount of *covered expenses*, shown in the *Schedule of Benefits*, if applicable, that must actually be paid during any *calendar year* before any *prescription drug benefits* are payable. The family *prescription drug deductible amount* is two times the individual *prescription drug deductible amount*. For family coverage, once a *covered person* has met the individual *prescription drug deductible amount*, any remaining family *prescription drug deductible amount* can be met with the combination of any one or more *covered persons' eligible expenses*.

**Prescription order** means the request for each separate drug or medication by a *physician* or each *authorized* refill or such requests.

**Primary care physician** or **PCP** means a *physician* who is a family practitioner, general practitioner, pediatrician, internist, nurse practitioner, *physician* assistant, obstetrician/gynecologist, or pediatrician.



**Prior Authorization** means a decision to approve specialty or other *medically necessary* care for a *member* by the *member's PCP* or *provider* group prior to the *member* receiving services.

**Proof of loss** means information required by us to decide if a claim is payable and the amount that is payable. It may include, but is not limited to, claim forms, medical bills or records, *other plan* information, payment of claim, and *network* re-pricing information. *Proof of loss* must include a copy of all Explanation of *Benefit* forms from any other carrier, including Medicare.

**Prosthetic device** means a *medically necessary* device used for to replace, correct, or support a missing portion of the body, to prevent or correct a physical deformity or malfunction, or to support a weak or deformed portion of the body.

**Provider** means any physician, *hospital*, or other person licensed or otherwise *authorized* to furnish health care services.

**Provider facility** means a *hospital*, *rehabilitation facility*, *extended care facility*, or other health care *facility*.

**Qualified health plan** or **QHP** means a health plan that has in effect a *certification* that it meets the standards described in subpart C of part 156 issued or recognized by each Health Insurance Marketplace through which such plan is offered in accordance with the process described in subpart K of part 155.

**Qualified individual** means, with respect to a Health Insurance Marketplace, an individual who has been determined eligible to enroll through the Health Insurance Marketplace in a *qualified health plan* in the individual market.

**Reconstructive surgery** means *surgery* performed on an abnormal body structure caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease in order to improve function or to improve the patient's appearance, to the extent possible.

**Rehabilitation** means care for restoration (including by education or training) of one's prior ability to function at a level of *maximum therapeutic benefit*. This includes *acute rehabilitation*, *sub-acute rehabilitation*, or *intensive day rehabilitation*, and it includes *rehabilitation therapy* and cardiac therapy. An *inpatient* hospitalization will be deemed to be for *rehabilitation* at the time the patient has been *medically stabilized* and begins to receive *rehabilitation therapy* or treatment.

**Rehabilitation facility** means an institution or a separate identifiable *hospital* unit, section, or ward that:

1. Is licensed by the state as a *rehabilitation facility*; and
2. Operates primarily to provide 24-hour primary care or *rehabilitation* of sick or injured persons as *inpatients*.

*Rehabilitation facility* does not include a facility primarily for rest, the aged, long-term care, assisted living, *custodial care*, nursing care, or for care of the mentally incompetent.

**Rehabilitation licensed practitioner** means, but is not limited to, a *physician*, physical therapist, speech therapist, occupational therapist, or respiratory therapist. A *rehabilitation licensed practitioner* must be licensed or certified by the state in which care is rendered and performing services within the scope of that license or *certification*.

**Rehabilitation therapy** means therapy to help a person regain abilities that have been lost or impaired as a result of disease, *injury*, or treatment. It is provided to optimize functioning and reduce disability in individuals. Types of *rehabilitation therapy* include physical therapy, occupational therapy, speech therapy, cardiac therapy, and respiratory therapy. It may occur in either an outpatient or *inpatient* setting.

**Rescission** of a *policy* means a determination by an insurer to withdraw the coverage back to the initial date of coverage.

**Residence** means the physical location where you live. If you live in more than one location, and you file a United States income tax return, the physical address (not a P.O. Box) shown on your United States income tax return as your *residence* will be deemed to be your place of *residence*. If you do not file a United States income tax return, the *residence* where you spend the greatest amount of time will be deemed to be your place of *residence*.

**Residential treatment facility** means a facility that provides (with or without charge) sleeping accommodations, and:

1. Is not a *hospital, extended care facility, or rehabilitation facility*; or
2. Is a unit whose beds are not licensed at a level equal to or more acute than skilled nursing.

**Respite care** means *home health care* services provided temporarily to a *member* in order to provide relief to the *member's immediate family* or other caregiver.

**Retrospective review** means a review of medical necessity conducted after services have been provided to a patient but does not include the review of a claim that is limited to an evaluation of reimbursement levels, veracity of documentation, accuracy of coding, or adjudication for payment.

**Schedule of benefits** means a summary of the *deductible, copayment amount, coinsurance, maximum out-of-pocket*, and other limits that apply when you receive *covered services* and supplies.

**Self-injectable drugs** means *prescription drugs* that are delivered into a muscle or under the skin with a syringe and needle. Although medical supervision or instruction may be needed in the beginning, the patient or caregiver can administer *self-injectable drugs* safely and effectively.

**Serious and complex condition** means, in the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or, in the case of a chronic *illness* or condition, a condition that is life-threatening, degenerative, potentially disabling, or congenital; and requires specialized medical care over a prolonged period of time.

**Service area** means a geographical area, made up of counties, where we have been authorized by the State of Nebraska to sell and market our health plans. This is where the majority of our *network providers* are located where you will receive all of your health care services and supplies. You can receive precise *service area* boundaries from our website or our *member services* department.

**Social determinants of health** means the circumstances in which people are born, grow up, live, work, and age. This also includes the systems in place to offer health care and services to a community.

**Specialist physician** means a *physician* who is not a *PCP*.

**Specialist provider** means a *physician* or *medical practitioner* who focuses on a specific area of medicine and has additional expertise to help treat specific disorders or *illnesses*. Specialists may be needed to diagnose, manage, or treat certain types of symptoms and conditions related to their specific field of expertise.

**Spouse** means your lawful wife or husband.

**Subscriber** means the primary individual who applied for this insurance policy.

**Substance use disorder** means a disorder that affects a person's brain and behavior, leading to an inability to control his/her use of substances (e.g., alcohol, medications, and legal, or illegal drugs). Symptoms can range from moderate to severe, with addiction being the most severe form of a *substance use disorder*. *Substance use disorder benefits* are defined as *benefits* for items or services for *substance use disorder* conditions listed in ICD 10 Chapter 5 (F), except for subchapter 1 (F01-09) and subchapter 8 (F70-79).

**Surgery or surgical procedure** means:

1. An invasive diagnostic procedure; or
2. The treatment of a *member's illness or injury* by manual or instrumental operations, performed by a *physician* while the *member* is under general or local anesthesia.

**Surrogate** means an individual who, as part of a *surrogacy arrangement*, (a) uses her own egg that is fertilized by a donor or (b) is a gestational carrier who has a fertilized egg placed in her body but the egg is not her own.

**Surrogacy arrangement** means an understanding in which a woman (the *surrogate*) agrees to become pregnant and carry a child (or children) for another person (or persons) who intend to raise the child (or children), whether or not the *surrogate* receives payment for acting as a *surrogate*.

**Telehealth services** means the use of medical information electronically exchanged from one site to another, whether synchronously or asynchronously, to aid a health care *provider* in the diagnosis or treatment of a patient. Telehealth includes services originating from a patient's home or any other location where such patient is located, asynchronous services involving the acquisition and storage of medical information at one site that is then forwarded to or retrieved by a health care *provider* at another site for medical evaluation, and telemonitoring.

**Telemedicine services** means health care services delivered by use of interactive audio, video, or other electronic media, including the following:

1. Medical examinations and consultations; and,
2. *Behavioral health*, including *substance use disorder* evaluations and treatment.

The term does not include the delivery of health care services by use of the following:

1. A telephone transmitter for trans-telephonic monitoring; or,
2. A telephone or any other means of communication for the consultation from one (1) *provider* to another *provider*.

**Terminal illness counseling** means counseling of the *immediate family* of a *terminally ill* person for the purpose of teaching the *immediate family* to care for and adjust to the *illness* and impending death of the *terminally ill* person.

**Terminally ill** means a *physician* has given a prognosis that a *member* has six months or less to live.

**Third party** means a person or other entity that is or may be obligated or liable to the *member* for payment of any of the *member's* expenses for *illness* or *injury*. The term *third party* includes, but is not limited to, an individual person; a for-profit or non-profit business entity or organization; a government agency or program; and an insurance company. However, the term *third party* will not include any insurance company with a *policy* under which the *member* is entitled to *benefits* as a named insured person or an insured *dependent member* of a named insured person except in those jurisdictions where statutes or common law does not specifically prohibit our right to recover from these sources.

**Tobacco or nicotine use or use of tobacco or nicotine** means *use of tobacco or nicotine* by individuals who may legally use nicotine or tobacco under federal and state law on average four or more times per week and within no longer than the six months immediately preceding the date application for this *policy* was

completed by the *member*, including all tobacco and nicotine products, e-cigarettes or vaping devices, but excluding religious and ceremonial uses of tobacco.

**Transcranial Magnetic Stimulation (TMS)** means a non-invasive procedure in which a changing magnetic field is used to cause electric current to flow in a small, targeted region of the brain via electromagnetic induction.

**Unproven service(s)** means services, including medications that are determined not to be effective for treatment of the medical condition, or not to have a beneficial effect on health outcomes, due to insufficient and inadequate clinical evidence from *well-conducted randomized controlled trials* or *well-conducted cohort studies* in the prevailing published peer-reviewed medical literature.

1. "*Well-conducted randomized controlled trials*" means that two or more treatments are compared to each other, and the patient is not allowed to choose which treatment is received.
2. "*Well-conducted cohort studies*" means patients who receive study treatment are compared to a group of patients who receive standard therapy. The comparison group must be nearly identical to the study treatment group.

**Urgent care center** means a facility, not including a *hospital* emergency room or a *physician's* office, that provides treatment or services that are required:

1. To prevent serious deterioration of a *member's* health; and
2. As a result of an unforeseen *illness, injury*, or the onset of acute or severe symptoms.

**Utilization review** means a process used to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures, or settings. Areas of review may include ambulatory review, *prior authorization*, second opinion, *certification*, concurrent review, *Care management*, discharge planning, or *retrospective review*.

**Written** means transmission of correspondence by mail, facsimile, or electronic medium.

# Dependent Member Coverage

## **Dependent Member Eligibility**

Your *dependent members* become eligible for insurance on the latter of:

1. The date you became covered under this *policy*.
2. The date of marriage to add a *spouse*.
3. The date of an eligible newborn's birth; or
4. The date that an adopted child is placed with you or your *spouse* for the purposes of adoption or you or your *spouse* assumes total or partial financial support of the child.
5. The date a foster child is placed in your custody; or
6. The date a domestic partnership is established, pursuant to state law.

## **Effective Date for Initial Dependent Members**

*Dependent members* included in the application for this *policy* will be covered on your *effective date*.

## **Coverage for a Newborn Child**

An *eligible child* born to you or a covered family member *will* be covered from the time of birth until the 31st day after its birth, unless we have received notice from the entity that you have enrolled (either the Health Insurance Marketplace or us). Each type of *covered service* incurred by the newborn child will be subject to the *cost sharing* amount listed in the *Schedule of Benefits*, including coverage for necessary care and treatment of medically diagnosed congenital defects and birth abnormalities.

Additional premium will be required to continue coverage beyond the 31st day after the date of birth. The required premium will be calculated from the child's date of birth. If notice of the newborn is given to us by the Health Insurance Marketplace within the 31 days from birth, an additional premium for coverage of the newborn child will be charged for not less than 31 days after the birth of the child. If notice is not given within the 31 days from birth, we will charge an additional premium from the date of birth. If notice is given by the Health Insurance Marketplace within 60 days of the birth of the child, we may not deny coverage of the child due to failure to notify us of the birth of the child or to pre-enroll the child. Coverage of the child will terminate on the 31st day after its birth, unless we have received notice by the Health Insurance Marketplace of the child's birth.

## **Coverage for an Adopted Child**

An *eligible child* legally placed for adoption with you or your *spouse* will be covered from the date of *placement* until the 31st day after *placement*, unless the *placement* is disrupted prior to legal adoption and the child is removed from your or your *spouse's* custody.

The child will be covered for *loss* due to *injury* and *illness* including *medically necessary* care and treatment of conditions existing prior to the date of *placement*.

Additional premium will be required to continue coverage beyond the 31st day following *placement* of the child and we have received notification from the Marketplace. The required premium will be calculated from the date of *placement* for adoption. Coverage of the child will terminate on the 31st day following *placement*, unless we have received both: a) Notification of the addition of the child from the Marketplace within 60 days of the birth or placement and b) any additional premium required for the addition of the child within 90 days of the date of *placement*.

As used in this provision, "*placement*" means the earlier of:

1. The date that you or your *spouse* assume physical custody of the child for the purpose of adoption; or
2. The date of entry of an order granting you or your *spouse* custody of the child for the purpose of adoption.

### **Adding Other Dependent Members**

If you are enrolled in an off-exchange *policy* and apply in writing or directly at [enroll.ambetterhealth.com](https://enroll.ambetterhealth.com) to add a dependent and you pay the required premiums, we will send you *written* confirmation of the added dependent's *effective date* of coverage and *member* identification cards for the added *dependent member*.

# Ongoing Eligibility

## For All Members

A *member's* eligibility for coverage under this *policy* will cease on the earlier of:

1. The date that a *member* accepts any direct or indirect contribution or reimbursement, by or on behalf of an employer, for any portion of the premium for coverage under this *policy*.
2. The *subscriber* residing outside the *service area* or moving permanently outside the *service area* of this plan.
3. The date we receive a request from you to terminate this *policy*, or any later date stated in your request, or if you are enrolled through the Marketplace, the date of termination that the Marketplace provides us upon your request of cancellation to the Marketplace.
4. The date that a *member* has failed to pay premiums or contributions in accordance with the terms of this *policy* or the date that we have not received timely premium payments in accordance with the terms of this *policy*.
5. The date the *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of a material fact (e.g. the date that a *member* accepts any direct or indirect contributions or reimbursement by or on behalf of an employer, for any portion of the premium for coverage under this *policy*); or
6. The date of a *member's* death.
7. The *subscriber* residing outside the *service area* or moving permanently outside the *service area* of this plan

If you have material modifications (examples include a change in life event such as marriage, death, or other change in family status), or questions related to your health insurance coverage, contact the Health Insurance Marketplace (Marketplace) at [www.healthcare.gov](http://www.healthcare.gov) or 1-800-318-2596. If you enrolled through *Ambetter*, you can contact *member* services at 1-833-890-0329 (TTY 711).

## For Dependent Members

A *dependent member* will cease to be a *member* at the end of the premium period in which he or she ceases to be your *dependent member* due to divorce or if a child ceases to be an *eligible child*. For *eligible children*, the coverage will terminate the thirty-first day of December the year the dependent turns 26 years of age. An *eligible child* who attains the age of 26 shall not have coverage terminated while the *policy* is still in effect and while the *eligible child* is and continues to be both (a) incapable of self-sustaining employment by reason of an intellectual disability or a physical disability and (b) chiefly dependent upon the policyholder for support and maintenance, if proof of such incapacity and dependency is furnished to the insurer by the policyholder within 31 days of the child's attainment of the limiting age and subsequently as may be required by the insurer but not more frequently than annually after the two-year period following the child's attainment of the limiting age. An additional premium may apply as determined by us.

## Open Enrollment

There will be an open enrollment period for coverage on the Health Insurance Marketplace. The open enrollment period begins November 1, 2022 and extends through January 15, 2023. *Qualified individuals* who enroll on or before January 15, 2023 will have an *effective date* of coverage on January 1, 2023.

## Special and Limited Enrollment

A *qualified individual* has 60 days to report a qualifying event to the Health Insurance Marketplace or by using *Ambetter's Enhanced Direct Enrollment* tool, and could be granted a 60-day Special Enrollment Period as a result of one of the following events:

1. A *qualified individual* or *dependent* experiences a *loss of minimum essential coverage*, *non-calendar year* group or individual health insurance coverage, *pregnancy-related* coverage, access to health care services through coverage provided to a pregnant enrollee's unborn child, or medically needed coverage.

2. A *qualified individual* gains a dependent or becomes a *dependent* through marriage, birth, adoption, placement for adoption, placement in foster care, or a child support order or other court order. In the case of marriage, at least one *spouse* must demonstrate having *minimum essential coverage* as described in 26 C.F.R. 1.5000A-(b) for one or more days during the 60 days preceding the date of marriage.
3. An individual, who was not previously a citizen, national, or lawfully present individual gains such status.
4. An individual who is no longer incarcerated or whose incarceration is pending the disposition of charges.
5. A *qualified individual's* enrollment or non-enrollment in a *qualified health plan* is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or agent of the Health Insurance Marketplace or HHS, or its instrumentalities as evaluated and determined by the Health Insurance Marketplace. In such cases, the Health Insurance Marketplace may take such action as may be necessary to correct or eliminate the effects of such error, misrepresentation, or inaction.
6. An enrollee adequately demonstrates to the Health Insurance Marketplace that the *qualified health plan* in which he or she is enrolled substantially violated a material provision of its *policy* in relation to the enrollee's decision to purchase the *qualified health plan* based on plan *benefits, service area* or premium.
7. An individual is determined newly eligible or newly ineligible for *advance premium tax credits* or has a change in eligibility for *cost sharing reductions*, regardless of whether such individual is already enrolled in a *qualified health plan*.
8. A *qualified individual* or enrollee gains access to new *qualified health plans* as a result of a permanent move.
9. Qualifying events as defined under section 603 of the Employee Retirement Income Security Act of 1974, as amended.
10. An Indian, as defined by section 4 of the Indian Health Care Improvement Act, may enroll in a *qualified health plan* or change from one *qualified health plan* to another one time per month.
11. A *qualified individual* or enrollee demonstrates to the Health Insurance Marketplace, in accordance with guidelines issued by Health and Human Services (HHS), that the individual meets other exceptional circumstances as the Health Insurance Marketplace may provide.
12. A *qualified individual* or dependent is a victim of domestic abuse or spousal abandonment and would like to enroll in coverage separate from the perpetrator of the abuse or abandonment.
13. A *qualified individual* or dependent is determined to be potentially eligible for Medicaid or Children's Health Insurance Program (CHIP), but is subsequently determined to be ineligible after the open enrollment period has ended or more than 60 days after the qualifying event: or
14. At the option of the Health Insurance Marketplace, a *qualified individual* provides satisfactory documentary evidence to verify his or her eligibility for an insurance affordability program or enrollment in a *qualified health plan* through the Health Insurance Marketplace following termination of Health Insurance Marketplace enrollment due to a failure to verify such status within the time period specified in 45 C.F.R. §155.315 or is under 100 percent of the federal poverty level and did not enroll in coverage while waiting for HHS to verify his or her citizenship, status as a national, or lawful presence; or
15. A *qualified individual* newly gains access to an employer sponsor individual HRA or a Qualified Small Employer Health Reimbursement Arrangement (HRA).
16. Subject to the availability of enhanced tax subsidies, a *qualified individual* or enrollee, or their dependent who is eligible for advance payments of the premium tax credit, and whose household income is expected to be no greater than 150 percent of the Federal poverty level.

The Health Insurance Marketplace may provide a coverage *effective date* for a *qualified individual* earlier than specified in the paragraphs above, provided that either:

1. The *qualified individual* has not been determined eligible for *advance premium tax credits* or *cost sharing reductions*; or



2. The *qualified individual* pays the entire premium for the first partial month of coverage as well as all *cost sharing*, thereby waiving the *benefit of advance premium tax credits* and *cost sharing reduction* payments until the first of the next month.

### **Prior Coverage**

If an enrollee is confined as an *inpatient* in a *hospital* on the *effective date* of this agreement, and prior coverage terminating immediately before the *effective date* of this agreement furnishes *benefits* for the hospitalization after the termination of prior coverage, then services and *benefits* will not be covered under this agreement for that enrollee until the enrollee is discharged from the *hospital* or *benefits* under the prior coverage are exhausted, whichever is earlier. "Discharge" means a formal release of an enrollee from an *inpatient hospital* stay when the need for continued care at an *inpatient hospital* has concluded. Transfers from one *inpatient hospital* to another shall not be considered a discharge.

If there is no prior coverage or no continuation of *inpatient* coverage after the *effective date*, your Ambetter coverage will apply for covered *benefits* related to the *inpatient* coverage after your *effective date*. Ambetter coverage requires you notify Ambetter within 2 days of your *effective date* so we can review and *authorize medically necessary* services. If services are at a non-contracted *hospital*, claims will be paid at the Ambetter *allowed amount* and you may be billed for any balance of costs above the Ambetter *allowed amount*.

# Premiums

## Premium Payment

Each premium is to be paid on or before its due date. The initial premium must be paid prior to the coverage *effective date*, although an extension may be provided during the annual Open Enrollment period.

## Grace Period

When a *member* is receiving a premium subsidy:

Grace Period: A grace period of 90 days will be granted for the payment of each premium due after the first premium. During the grace period, the *policy* continues in force.

If full payment of premium is not received within the grace period, coverage will be terminated as of the last day of the first month during the grace period, if *advance premium tax credits* are received.

We will continue to pay all appropriate claims for *covered services* rendered to the *member* during the first month of the grace period and may pend claims for *covered services* rendered to the *member* in the second and third month of the grace period. We will notify HHS of the non-payment of premiums, the *member*, as well as *providers* of the possibility of denied claims when the *member* is in the second and third month of the grace period. We will continue to collect *advance premium tax credits* on behalf of the *member* from the Department of the Treasury and will return the *advance premium tax credits* on behalf of the *member* for the second and third month of the grace period if the *member* exhausts their grace period as described above. A *member* is not eligible to re-enroll once terminated, unless a *member* has a special enrollment circumstance, such as a marriage or birth in the family or during annual open enrollment periods.

When a *member* is not receiving a premium subsidy:

Grace Period: A grace period of 60 days will be granted for the payment of each premium due after the first premium. During the grace period, the *policy* continues in force.

Premium payments are due in advance, on a calendar month basis. Monthly payments are due on or before the first day of each month for coverage effective during such month. This provision means that if any required premium is not paid on or before the date it is due, it may be paid during the grace period. During the grace period, the *policy* will stay in force; however, claims may pend for *covered services* rendered to the *member* during the grace period. We will notify HHS, as necessary, of the non-payment of premiums, the *member*, as well as *providers* of the possibility of denied claims when the *member* is in the grace period.

## Third Party Payment of Premiums or Cost Sharing

We require each policyholder to pay his or her premiums and this is communicated on your monthly billing statements. Ambetter payment policies were developed based on guidance from the Centers for Medicare and Medicaid Services (CMS) recommendations against accepting *third party* premiums. Consistent with CMS guidance, the following are the only acceptable third parties who may pay Ambetter premiums on your behalf:

1. Ryan White HIV/AIDS program under Title XXVI of the Public Health Service Act.
2. Indian tribes, tribal organizations, or urban Indian organizations.
3. State and Federal government programs; or
4. An employer for an employee under an ICHRA or QSEHRA plan; or
5. Family members.
6. Private, not-for-profit foundations which have no incentive for financial gain, no financial

relationship, or affiliation with providers of *covered services* and supplies on behalf of members, where eligibility is determined based on defined criteria without regard to health status and where payments are made in advance for a coverage period from the *effective date* of eligibility through the remainder of the *calendar year*.

Upon discovery that premiums were paid by a person or entity other than those listed above, we will reject the payment and inform the *member* that the payment was not accepted and that the premium remain due.

**Misstatement of Age**

If a *member's* age has been misstated, the *benefits* may be adjusted based on the relationship of the premium paid to the premium that should have been paid, based on the correct age.

**Change or Misstatement of Residence**

If you change your *residence*, you must notify the Health Insurance Marketplace of your new *residence* within sixty (60) days of the change. As a result your premium may change and you may be eligible for a Special Enrollment Period. See the provision on Special Enrollment Periods for more information.

**Misstatement of Tobacco or Nicotine Use**

The answer to the tobacco or nicotine question on the enrollment application is material to our correct underwriting. If a *member's use of tobacco or nicotine* has been misstated on the *member's* application for coverage under this *policy*, we have the right to rerate the *policy* back to the original *effective date*.

# Prior Authorization

Ambetter reviews services to ensure the care you receive is the best way to help improve your health condition. *Utilization review* includes:

- Pre-service or *prior authorization* review – occurs when a medical service has been pre-approved by Ambetter
- Concurrent review – occurs when a medical service is reviewed as they happen (e.g., *inpatient* stay or *hospital* admission)
- *Retrospective review* – occurs after a service has already been provided.

## Prior Authorization Required

Some *covered service expenses* (medical and *behavioral health*) require *prior authorization*. In general, *non-network providers* must obtain *authorization* from us prior to providing a service or supply to a *member*. However, there are some *network eligible expenses* for which you must obtain the *prior authorization*.

For services or supplies that require *prior authorization*, as shown on the *Schedule of Benefits*, you must obtain *authorization* from us before you or your *dependent member*:

1. Receive a service or supply from a *non-network provider*.
2. Are admitted into a *network facility* by a *non-network provider*; or
3. Receive a service or supply from a *network provider* to which you or your *dependent member* were referred to by a *non-network provider*.

*Prior Authorization* requests (medical and *behavioral health*) must be received by phone/e-fax/provider portal as follows:

1. At least 5 days prior to an elective admission as an *inpatient* in a hospital, extended care or *rehabilitation facility, hospice facility, or residential treatment facility*.
2. At least 30 days prior to the initial evaluation for organ transplant services.
3. At least 30 days prior to receiving clinical trial services.
4. Within 24 hours of an admission for *inpatient* mental health or *substance use disorder* treatment.
5. At least five days prior to the start of *home health care*.

After *prior authorization* has been requested and all required or applicable documentation has been submitted, we will notify you and your *provider* if the request has been *approved* as follows:

1. For urgent concurrent reviews within 24 hours (1 calendar day) of receipt of the request.
2. For urgent *pre-service* reviews, within 72 hours (3 calendar days) from date of receipt of request.
3. For non-urgent *pre-service* reviews within 15 calendar days of receipt of the request.
4. For post-service or *retrospective reviews*, within 30 calendar days of receipt of the request.

## How to Obtain Prior Authorization

To obtain *prior authorization* or to confirm that a *network provider* has obtained *prior authorization*, contact us by telephone at the telephone number listed on your *member* identification card before the service or supply is provided to the *member*.

## Failure to Obtain Prior Authorization

Failure to comply with the *prior authorization* requirements will result in *benefits* being reduced.

*Network providers* cannot bill you for services for which they fail to obtain *prior authorization* as required. *Benefits* will not be reduced for failure to comply with *prior authorization* requirements prior to an *emergency*. However, you must contact us as soon as reasonably possible after the *emergency* occurs.

**Prior Authorization Does Not Guarantee Benefits**

Our *authorization* does not guarantee either payment of *benefits* or the amount of *benefits*. Eligibility for, and payment of, *benefits* are subject to all terms and conditions of the *policy*.

**Requests for Predeterminations**

You may request a predetermination of coverage. We will provide one if circumstances allow us to do so. However, we are not required to make a predetermination of either coverage or *benefits* for any particular treatment or medical expense. Any predetermination we may make will be reviewed after the medical expense is incurred and a claim is filed. A review that shows one or more of the following may cause us to reverse the predetermination:

1. The predetermination was based on incomplete or inaccurate information initially received by us.
2. The medical expense has already been paid by someone else.
3. Another party has already paid or is responsible for payment of the medical expense.

We will make all *benefit* determinations after a *loss* in good faith. All *benefit* determinations are subject to our receipt of proper *proof of loss*.

**Services from Non-Network Providers**

Except for *emergency* medical services, we do not normally cover services received from *non-network providers*. If a situation arises where a *covered service* cannot be obtained from a *network provider* located within a reasonable distance, we may provide *prior authorization* for you to obtain services from a *non-network provider* at no greater cost to you than if you went to a *network provider*. If *covered services* are not available from a *network provider*, you or your *PCP* must request *prior authorization* from us before you may receive services from a *non-network provider*. Otherwise, you will be responsible for all charges incurred.

# Cost Sharing Features

## Cost Sharing Features

We will pay *benefits* for *covered services* as described in the *Schedule of Benefits* and the Major Medical Expense *Benefits* sections of this *policy*. All *benefits* we pay will be subject to all conditions, limitations, and *cost sharing* features of this *policy*. *Cost sharing* means that you participate or share in the cost of your healthcare services by paying *deductible amounts*, *copayments* and *coinsurance* for some *covered services*. For example, you may need to pay a *copayment* or *coinsurance* amount when you visit your *physician* or are admitted into the *hospital*. The *copayment* or *coinsurance* required for each type of service as well as your *deductible* is listed in your *Schedule of Benefits*. Every *benefit* payment to your provider, including your cost-sharing amount, should be accepted as the full payment.

When you, or a covered dependent, receive health care services from a *provider*, there may be multiple claims for that episode of care. An episode of care means the services provided by a health care facility or *provider* to treat a condition or an *illness*. Each claim that we receive for services covered under this *policy* are adjudicated or processed as we receive them. Coverage is only provided for *eligible expenses*. Each claim received will be processed separately according to the cost share as outlined in the *policy* and in your *Schedule of Benefits*. Every *benefit* payment to your *provider*, including your cost-sharing amount, should be accepted as the full payment.

## Deductible

The *deductible amount* means the amount of *covered service expenses* that must be paid by each/all *members* before any *benefits* are provided or payable. The *deductible amount* does not include any *copayment amount* or *coinsurance* amount. Not all *covered service expenses* are subject to the *deductible amount*. See your *Schedule of Benefits* for more details.

## Copayments

A *copayment* is typically a fixed dollar amount due at the time of service. *Members* may be required to pay *copayments* to a *provider* each time services are performed that require a *copayment*. *Copayments* are due as shown in the *Schedule of Benefits* are due at the time of service. Payment of a *copayment* does not exclude the possibility of a *provider* billing you for any non-covered services. *Copayments* do not count or apply toward the *deductible amount* but do apply toward your *maximum out-of-pocket amount*.

## Coinsurance Percentage

A *coinsurance* amount is your share of the cost of a service. *Members* may be required to pay a *coinsurance* in addition to any applicable *deductible amount(s)* for a *covered service* or supply. *Coinsurance* amounts do not apply toward the *deductible* but do apply toward your *maximum out-of-pocket amount*. When the annual *maximum out-of-pocket* has been met, additional *covered service expenses* will be provided at 100 percent.

## Maximum Out-of-Pocket

You must pay any required *copayments* or *coinsurance amounts* required until you reach the *maximum out-of-pocket* amount shown on your schedule of *benefits*. After the *maximum out-of-pocket* amount is met for an individual, we will pay 100 percent of the cost for *covered services*. The family *maximum out-of-pocket* amount is two times the individual *maximum out-of-pocket* amount. For the family *maximum out-of-pocket* amount, once a *member* has met the individual *maximum out-of-pocket* amount, the remainder of the family *maximum out-of-pocket* amount can be met with the combination of any one or more members' eligible service expenses.

When the annual out-of-pocket maximum has been met, additional *covered service expenses* will be provided or payable at 100 percent of the allowable expense.

The amount provided or payable will be subject to:

1. Any specific *benefit* limits stated in the contract.
2. A determination of eligible service expenses.
3. Any reduction for expenses incurred at a *non-network provider*. Please refer to the information on the schedule of *benefits*.

**Refer to your *Schedule of Benefits for Coinsurance percentage and other limitations*.**

The amount provided or payable will be subject to:

1. Any specific *benefit* limits stated in the *policy*; and
2. A determination of *eligible expenses*, and
3. Any reduction for expenses incurred at a *non-network provider*. Please refer to the information on the schedule of *benefits*.

The applicable *deductible amount(s)*, *coinsurance*, and *copayment amounts* are shown on the *Schedule of Benefits*.

### **Non-Network Liability and Balance Billing**

If you receive services from a *provider* that is out-of-network, you may have to pay more for services you receive. *Non-network providers* may be permitted to bill you for the difference between what your plan agreed to pay and the full amount charged for a service. This is known as *balance billing*. This amount is likely more than in-*network* costs for the same service and might not count toward your annual *maximum out-of-pocket* limit.

When receiving care at an Ambetter *network* facility, it is possible that some hospital-based providers (for example, assistant surgeons, hospitalists, and intensivists) may not be under contract with Ambetter as *network providers*. We encourage you to inquire about the providers who will be treating you before you begin your treatment, so that you can understand their *network* participation status with Ambetter.

As a *member* of Ambetter, *non-network providers* should not bill you for *covered services* for any amount greater than your applicable in-*network cost sharing* responsibilities when:

- You receive a covered *emergency* service or air ambulance service from a *non-network provider*. This includes services you may get after you are in stable condition, unless the *non-network provider* obtains your *written* consent.
- You receive non-*emergency* ancillary services (*emergency* medicine, anesthesiology, pathology, radiology, and neonatology, as well as diagnostic services (including radiology and laboratory services)) from a *non-network provider* at a *network hospital* or *network* ambulatory surgical facility.
- You receive other non-*emergency* services from a *non-network provider* at a *network hospital* or *network* ambulatory surgical facility, unless the *non-network provider* obtains your *written* consent.

### **Estimate for Eligible expenses**

Upon request, we will provide you with a *written* statement that includes a good faith estimate of the dollar amount of the allowable *benefit* for a service or procedure if the request includes information regarding any service or procedure to be performed by a *non-network provider*, including any service or procedure code number or diagnosis related group provided by the health care *provider* and the health care provider's estimated charge. The *written* statement will be provided to you within 10 business days from the receipt of your request.

# Access to Care

## **Primary care physician**

In order to obtain *benefits*, you must designate a *network PCP* for each *member*. If you do not select a *network PCP* for each *member*, one will be assigned. You may select any *network PCP* who is accepting new patients from any of the following *provider* types:

- Family practitioners
- General practitioners
- Internal medicine
- Nurse practitioners\*
- *Physician* assistants
- Obstetricians/gynecologists
- Pediatricians (for children)

\*If you choose a nurse practitioner as your *PCP*, your *benefit* coverage and *copayment amounts* are the same as they would be for services from other *network providers*. See your *Schedule of Benefits* for more information.

You may obtain a list of *network PCPs* at our website and using the "Find a Provider" function or by calling the telephone number shown on the front page of this *policy*. You should get to know your *PCP* and establish a healthy relationship with them. Your *PCP* will:

- Provide preventive care and screenings
- Conduct regular physical examinations as needed
- Conduct regular immunizations as needed
- Deliver timely service
- Work with other doctors when you receive care somewhere else
- Coordinate specialty care with Ambetter *network* specialists
- Provide any ongoing care you need
- Update your medical record, which includes keeping track of all the care that you get from all of your *providers*
- Treat all patients the same way with dignity and respect
- Make sure you can contact him/her or another *provider* at all times
- Discuss what advance directive are and file directives appropriately in your medical record.

Adults may designate an OB/GYN as a *network PCP*. However, you may not change your selection more frequently than once each month. If you do not select a *network PCP* for each *member*, one will be assigned. You may obtain a list of *network PCPs* at our website or by contacting our *member* services department.

Your *network PCP* will be responsible for coordinating all covered health services with other *network providers*. You may be required to obtain a referral from a *PCP* in order to receive care from a *specialist provider*. You do not need a referral from your *network PCP* for obstetrical or gynecological treatment and may seek care directly from a *network* obstetrician or gynecologist.

## **Contacting Your Primary Care Physician**

To make an appointment with your *PCP*, call his/her office during business hours and set up a date and time. If you need help, call *member* services at 1-833-890-0329 and we will help you make the appointment. If you need to cancel or change your appointment, call 24 hours in advance. At every appointment, make sure you bring your *member* identification card and a photo identification.



Should you need care outside of your *PCP's* office hours, you should call your *PCP's* office for information on receiving after hours care in your area. If you have an urgent medical problem or question or cannot reach your *PCP* during normal office hours, call our 24/7 nurse advice line at 1-833-890-0329 (TTY 711). A licensed nurse is always available and ready to answer your health questions. In an emergency, call 911 or head straight to the nearest *emergency* room.

### **Changing Your Primary Care Physician (PCP)**

You may change your *network PCP* for any reason, but not more frequently than once a month, by submitting a *written* request, online at our website at <https://Ambetter.NebraskaTotalCare.com>, or by contacting our office at the number shown on your *member* identification card. The change to your *network PCP* of record will be effective no later than 30 days from the date we receive your request.

### **Referral Required For Maximum Benefits**

You do not need a referral from your *network PCP* for obstetrical or gynecological treatment from a *network* obstetrician or gynecologist. For all other *network specialist physicians*, you may be required to obtain a referral from your *network PCP* for *benefits* to be payable under your *policy* or *benefits* payable under this *policy* may be reduced. Please refer to the *Schedule of Benefits*.

### **Network Availability**

The *network* is subject to change. The most current *network* may be found online at our website or by contacting us at the number shown on your *member* identification card. A *network service area* may not be available in all areas. If you move to an area where we are not offering access to a *network*, please contact *member* services prior to moving or as soon as possible. Note that *covered services* from *non-network providers* are not *covered services* under this agreement but you may have the opportunity to disenroll from coverage under this *policy* and enroll in a different health plan with a *network* in that area. If you receive *non-emergency services* from *non-network providers*, *benefits* will be calculated in accordance with the terms of this *policy* for *non-network providers*.

### **Coverage Under Other Policy Provisions**

Charges for services and supplies that qualify as *covered service expenses* under one *benefit* provision will not qualify as *covered service expenses* under any other *benefit* provision of this *policy*.

### **Non-Emergency Services**

If you are traveling outside of the Nebraska *service area* you may be able to access *providers* in another state if there is an Ambetter plan located in that state. You can locate Ambetter *providers* outside of Nebraska by searching the relevant state in our *provider* directory at <https://guide.ambetterhealth.com>. Not all states have Ambetter plans. If you intend to seek care from an Ambetter *provider* outside of the *service area*, you may be required to obtain a referral from your *primary care physician* and/or *prior authorization* from the originating Ambetter state for *non-emergency services*. Contact *Member Services* at the phone number on your *member* identification card for further information.

### **Emergency Services Outside of Service Area**

We cover *emergency* care services when you are outside of our *service area*.

If you are temporarily out of the *service area* and have a medical or *behavioral health emergency*, call 911 or go the nearest *emergency* room. Be sure to call us and report your *emergency* within one business day. You do not need prior approval for *emergency* care services.

### **Continuity of Care**

Under the No Surprises Act, if a *member* is receiving a *covered service* with respect to an *network provider* or *facility* and: (1) the contractual relationship with the *provider* or *facility* is terminated, such that the *provider* or *facility* is no longer in network; or (2) *benefits* are terminated because of a change in the terms

of the participation of the *provider* or *facility*, as it pertains to the *benefit* the *member* is receiving, then we will: (1) notify each enrollee who is a *continuing care patient* on a timely basis of the termination and their right to elect continued transitional care from the *provider* or *facility*; (2) provide the individual with an opportunity to notify the health plan of the individual's need for transitional care; and (3) permit the individual to elect to continue to have their *benefits* for the course of treatment relating to the individual's status as a *continuing care patient* during the period beginning on the date on which the above notice is provided and ending on the earlier of (i) the 90-day period beginning on such date; or the (ii) date on which such individual is no longer a *continuing care patient* with respect to their *provider* or *facility*.

### **New Technology**

Health technology is always changing. If we think a new medical advancement can *benefit* our *members*, we evaluate it for coverage. These advancements include:

- New technology
- New medical procedures
- New drugs
- New devices
- New application of existing technology

Sometimes, our medical *director* and/or medical management staff will identify technological advances that could *benefit* our *members*. The Clinical Policy Committee (CPC) reviews requests for coverage and decides whether we should change any of our *benefits* to include the new technology.

If the CPC does not review a request for coverage of new technology, our Medical *Director* will review the request and make a one-time determination. The CPC may then review the new technology request at a future meeting.

### **Preferred Partnership**

As innovative technologies and solutions are established in market under expedited research and development, we may elect to offer, at our discretion, new services or preferred partnerships designed to improve access to care and enhance *care management*. Ambetter will provide access to *third party* services at preferred or discounted rate. The preferred or discounted rates to these services may be communicated to all *members* by email, mail or phone promotions. The preferred partnerships are optional *benefits* to all *members*.

### **Hospital Based Providers**

When receiving care at an Ambetter *network hospital* it is possible that some *hospital*-based providers (for example, assistant surgeons, hospitalists, and intensivists) may not be under contract with Ambetter as participating providers. If appropriate notice is provided to and acknowledged by you before rendering services, you may be responsible for payment of all or part of the fees for those professional services that are not paid or covered by Ambetter – this is known as “*balance billing*”. We encourage you to inquire about the providers who will be treating you before you begin your treatment, so you can understand their participation status with Ambetter. Any amount you are obligated to pay to the nonparticipating *provider* in excess of the *eligible expense* will not apply to your *deductible amount* or *maximum out-of-pocket*.

You may not be balanced billed for non-*emergency* ancillary services (*emergency* medicine, anesthesiology, pathology, radiology and neonatology, as well as, diagnostic services (including radiology and laboratory services)) received from a *non-network provider* at a *network hospital* or *network* ambulatory facility.

### **Protection from Balance Billing**

Under Federal law, effective January 1, 2022, *non-network providers* or facilities are prohibited from *balance billing* health plan members for:

1. *Emergency* services provided to a member, regardless of plan participation; or

2. Non-emergency health care services provided to a *member* at a *network hospital* or at a *network health care facility* if the *member* did not give informed consent or receive *prior authorization* to be seen by the *non-network provider* pursuant to the federal No Surprises Act.

# Major Medical Expense *Benefits*

## Essential Health Benefits

Essential health *benefits* are defined by federal and state law and refer to *benefits* in at least the following categories: ambulatory patient services, *emergency* services, hospitalization, maternity and newborn care, mental health and *substance use disorder* services, including *behavioral health* treatment, *prescription drugs*, rehabilitative and habilitative services and devices, laboratory services, preventive and wellness services and chronic disease management and pediatric services, including oral and vision care. *Essential health benefits* provided within this *policy* are not subject to lifetime or annual dollar maximums. Certain *non-essential health benefits*, however, are subject to either a lifetime or annual dollar maximum.

## Ambulance Service Benefits

*Covered service expenses* will include ambulance services for ground and water transportation, transportation from home, scene of accident, or medical emergency:

1. To the nearest *hospital* that can provide services appropriate to the member's *illness* or injury, in case of emergency.
2. To the nearest neonatal special care unit for newborn infants for treatment of illnesses, injuries, congenital birth defects, or complications of premature birth that require that level of care.
3. Transportation between hospitals or between a *hospital* and skilled nursing or *rehabilitation facility* when authorized by Ambetter.
4. When ordered by an employer, school, fire or public safety official and the *member* is not in a position to refuse; or
5. When a *member* is required by us to move from a *non-network provider* to a *network provider*.

*Prior authorization* is not required for *emergency* ambulance transportation. Note: *non-emergency* ambulance transportation requires *prior authorization*.

Please note: Unless otherwise required by Federal or Missouri law, if you receive services from *non-network* ambulance providers, you may be responsible for costs above the allowed charges amount.

## Exclusions:

No *benefits* will be paid for:

1. Expenses incurred for ambulance services covered by a local government or municipal body, unless required by law.
2. Ambulance services provided for a member's comfort and convenience.
3. *Non-emergency* transportation excluding ambulances (for example-transport van, taxi).

## Air Ambulance Service Benefits

*Covered services* expenses will include ambulance services for ground, water, transportation by fixed wing and rotary wing air ambulance transportation from home, scene of accident, or medical emergency:

1. To the nearest *hospital* that can provide services appropriate to the member's *illness* or injury, in cases of emergency.
2. To the nearest neonatal special care unit for newborn infants for treatment of illnesses, injuries, congenital birth defects, or complications of premature birth that require that level of care.
3. Transportation between hospitals or between a *hospital* and a skilled nursing, *rehabilitation facility* and member's home when authorized by Ambetter from Home State Health Plan.
4. When ordered by an employer, school, fire or public safety official and the *member* is not in a position to refuse; or
5. When a *member* is required by us to move from a *non-network provider* to a *network provider*.

*Prior authorization* is not required for *emergency* air ambulance transportation. Please Note: You should

not be balance billed for services from a non-*network* air ambulance provider, beyond your cost share, for air ambulance services.

Limitations: *Benefits* for air ambulance services are limited to:

1. Services requested by police or medical authorities at the site of an emergency.
2. Those situations in which the *member* is in a location that cannot be reached by ground ambulance.

Note: Non-*emergency* ambulance transportation requires *prior authorization*.

Exclusions:

No *benefits* will be paid for:

1. Expenses incurred for air ambulance services covered by a local governmental or municipal body, unless otherwise required by law.
2. Non-*emergency* air medical transportation.
3. Air medical transportation:
  - a. Outside of the 50 United States and the District of Columbia.
  - b. From a country or territory outside of the United States to a location within the 50 United States or the District of Columbia; or
  - c. From a location within the 50 United States or the District of Columbia to a country or territory outside of the United States.
4. Air Ambulance services provided for a member's comfort or convenience.
5. Non-*emergency* transportation excluding ambulances.

### **Autism Spectrum Disorder Benefits**

Generally recognized services prescribed in relation to *autism spectrum disorder* by a *physician* or *behavioral health* practitioner in a treatment plan recommended by that *physician* or *behavioral health* practitioner.

For purposes of this section, generally recognized services may include services such as:

- evaluation and assessment services.
- *applied behavioral analysis therapy*.
- behavior training and behavior management.
- *habilitation* services for individuals with a diagnosis of *autism spectrum disorder*.
- speech therapy.
- occupational therapy.
- physical therapy.
- psychiatric care such as counseling services provided by a licensed psychiatrist, licensed psychologist, professional counselor or clinical social worker; and
- medications or nutritional supplements used to address symptoms of *autism spectrum disorder*.

No limitation exists within the *benefits* for *applied behavioral analysis* services. These services are subject to *prior authorization* to determine medical necessity. If multiple services are provided on the same day by different *providers*, a separate *copayment* and/or *coinsurance* will apply to each *provider*.

### **Diabetic Care**

*Benefits* are available for *medically necessary* services and supplies used in the treatment of persons with gestational, type I or type II diabetes. *Covered service expenses* include, but are not limited to, examinations including podiatric examinations; routine foot care such as trimming of nails and corns; laboratory and radiological diagnostic testing; self-management equipment, and supplies such as urine or ketone strips, blood glucose monitor supplies (glucose strips) for the device, and syringes or needles; orthotics and diabetic shoes; urinary protein/microalbumin and lipid profiles; educational health and nutritional counseling for self-management, eye examinations, and prescription medication.

*Benefits* are available for *medically necessary* items of diabetic supplies and blood glucose monitors (including non-invasive monitors and monitors for the blind) for which a *medical practitioner* has written an order.

The total amount you will be required to pay for a covered insulin drug will not exceed any state and/or federal mandated limits.

### **Durable Medical Equipment, Medical and Surgical Supplies, Orthotic Devices and Prosthetics**

The supplies, equipment, and appliances described below are *covered services* under this *benefit*. If the supplies, equipment, and appliances include comfort, luxury, or convenience items or features which exceed what is *medically necessary* in your situation or needed to treat your condition, reimbursement will be based on the maximum *allowed amount* for a standard item that is a *covered service*, serves the same purpose, and is *medically necessary*. Any expense that exceeds the maximum allowable amount for the standard item which is a *covered service* is your responsibility. For example, the reimbursement for a motorized wheelchair will be limited to the reimbursement for a standard wheelchair, when a standard wheelchair adequately accommodates your condition. Repair, adjustment, and replacement of purchased equipment, supplies, or appliances as set forth below may be covered, as *approved* by us. The repair, adjustment, or replacement of the purchased equipment, supply, or appliance is covered if:

- The equipment, supply, or appliance is a *covered service*.
- The continued use of the item is *medically necessary*; and
- There is reasonable justification for the repair, adjustment, or replacement (warranty expiration is not reasonable justification).

In addition, replacement of purchased equipment, supplies, or appliance may be covered if:

1. The equipment, supply, or appliance is worn out or no longer functions.
2. Repair is not possible or would equal or exceed the cost of replacement. An assessment by our *habilitation* equipment specialist or vendor should be done to estimate the cost of repair.
3. Individual's needs have changed and the current equipment is no longer usable due to weight gain, rapid growth, or deterioration of function, etc.
4. The equipment, supply, or appliance is damaged and cannot be repaired.

*Benefits* for repairs and replacement do not include the following:

- Repair and replacement due to misuse, malicious breakage, or gross neglect.
- Replacement of lost or stolen items.

We may establish reasonable quantity limits for certain supplies, equipment, or appliance described below.

### **Durable Medical Equipment**

The rental (or, at our option, the purchase) of *durable medical equipment* prescribed by a *physician* or other *provider*. *Durable medical equipment* is equipment which can withstand repeated use, i.e. could normally be rented, and used by successive patients; is primarily and customarily used to serve a medical purpose; is not useful to a person in the absence of *illness* or *injury*; and is appropriate for use in a patient's home. Examples include, but are not limited to, wheelchairs, crutches, *hospital* beds, and oxygen equipment. Rental cost must not be more than the purchase price. We will not pay for rental for a longer period of time than it would cost to purchase equipment. The cost for delivering and installing the equipment are *covered services*. Payment for related supplies is a *covered service* only when the equipment is a rental, and medically fitting supplies are included in the rental; or the equipment is owned by the *member*; medically fitting supplies may be paid separately. Equipment should be purchased when it costs more to rent it than to buy it. Repair of medical equipment is covered.

*Covered services* and supplies may include, but are not limited to:

1. Hemodialysis equipment.
2. Crutches and replacement of pads and tips.

3. Pressure machines.
4. Infusion pump for IV fluids and medicine.
5. Glucometer.
6. Tracheotomy tube.
7. Cardiac, neonatal, and sleep apnea monitors.
8. Augmentive communication devices are covered when we *approve* based on the *member's* condition.

Exclusions:

Non-covered items may include, but are not limited to:

1. Air conditioners.
2. Ice bags/cold pack pump.
3. Raised toilet seats.
4. Rental of equipment if the *member* is in a facility that is expected to provide such equipment.
5. Translift chairs.
6. Treadmill exerciser.
7. Tub chair used in shower.
8. Vehicle installations or modifications which may include but are not limited to adapted seat devices, door handle replacements, lifting devices, roof extensions and wheelchair securing devices.

See the *Schedule of Benefits* for *benefit* levels or additional limits.

### **Disposable Medical Supplies**

Disposable medical supplies, which have a primary medical purpose, are covered and are subject to reasonable quantity limits as determined by us. Examples include, but are not limited to bandages & wraps, gloves, suction catheters, surgical sponges, hypodermic needles, syringes, and applicators. The supplies are subject to the member's medical deductible, *copay*, and coinsurance.

### **Medical and surgical supplies**

Coverage for non-durable medical supplies and equipment for management of disease and treatment of medical and surgical conditions.

*Covered services* and supplies may include, but are not limited to:

1. Allergy serum extracts.
2. Chem strips, Glucometer, Lancets.
3. Clinitest.
4. Needles/syringes.
5. Ostomy bags and supplies, except charges such as those made by a Pharmacy for purposes of a fitting, are not *covered services*.

Exclusions:

*Non-covered services* and supplies include, but are not limited to:

1. Adhesive tape, band aids, cotton tipped applicators.
2. Arch supports.
3. Doughnut cushions.
4. Hot packs, ice bags.
5. Vitamins (except as provided for under Preventive Care Expense *benefits* provision).
6. Medijectors.
7. Items usually stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly.

### **Orthotic devices**

*Covered services* are the initial purchase, fitting, and repair of a custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part. The cost of casting, molding,

fittings, and adjustments are included. Applicable tax, shipping, postage, and handling charges are also covered. The casting is covered when an orthotic appliance is billed with it, but not if billed separately.

Covered *orthotic devices* and supplies may include, but are not limited to, the following:

1. Cervical collars.
2. Ankle foot orthosis.
3. Corsets (back and special surgical).
4. Splints (extremity).
5. Trusses and supports.
6. Slings.
7. Wristlets.
8. Built-up shoe.
9. Custom made shoe inserts.

Orthotic appliances may be replaced once per year per *member* when *medically necessary* in the *member's* situation. However, additional replacements will be allowed for *members* under age 18 due to rapid growth, or for any *member* when an appliance is damaged and cannot be repaired.

Exclusions:

Non-covered *services* and supplies include, but are not limited to:

1. Orthopedic shoes (except therapeutic shoes for diabetics).
2. Foot support devices, such as arch supports and corrective shoes, unless they are an integral part of a leg brace.
3. Standard elastic stockings, garter belts, and other supplies not specifically made and fitted (except as specified under Medical Supplies provision).
4. Garter belts or similar devices.

### **Prosthetics**

Artificial substitutes for body parts and tissues and materials inserted into tissue for functional or therapeutic purposes. *Covered services* include purchase, fitting, needed adjustment, repairs, and replacements of *prosthetic devices* and supplies if:

1. Replace all or part of a missing body part and its adjoining tissues; or
2. Replace all or part of the function of a permanently useless or malfunctioning body part.

*Prosthetic devices* should be purchased not rented and must be *medically necessary*. Applicable taxes, shipping and handling are also covered.

Covered *services* and supplies may include, but are not limited to:

1. Aids and supports for defective parts of the body including, but not limited to, internal heart valves, mitral valve, internal pacemaker, pacemaker power sources, synthetic or homograft vascular replacements, fracture fixation devices internal to the body surface, replacements for injured or diseased bone and joint substances, mandibular reconstruction appliances, bone screws, plates, and vitallium heads for joint reconstruction.
2. Left Ventricular Assist Devices (LVAD) (only when used as a bridge to a heart transplant).
3. Breast prosthesis whether internal or external, following a mastectomy, and surgical bras, as required by the Women's Health and Cancer Rights Act. Maximums for *prosthetic devices*, if any, do not apply.
4. Replacements for all or part of absent parts of the body or extremities, such as artificial limbs, artificial eyes, etc.
5. Intraocular lens implantation for the treatment of cataract or aphakia. Contact lenses or glasses are often prescribed following lens implantation and are *covered services*. (If cataract extraction is performed, intraocular lenses are usually inserted during the same operative session). Eyeglasses (for example bifocals) including frames or contact lenses are covered when they replace the function of the human lens for conditions caused by cataract *surgery* or *injury*; the first pair of



contact lenses or eyeglasses are covered. The donor lens inserted at the time of *surgery* are not considered contact lenses and are not considered the first lens following *surgery*. If the *injury* is to one eye or if cataracts are removed from only one eye and the *member* selects eyeglasses and frames, then reimbursement for both lenses and frames will be covered.

6. Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
7. Restoration prosthesis (composite facial prosthesis).
8. Wigs (the first one following cancer treatment, not to exceed one per *benefit* period).

Exclusions:

Non-covered prosthetic appliances include, but are not limited to:

1. Dentures, replacing teeth, or structures directly supporting teeth.
2. Dental appliances.
3. Such non-rigid appliances as elastic stockings, garter belts, arch supports, and corsets.
4. Wigs (except as described above following cancer treatment), when purchased through a *network* provider.
5. Penile prosthesis in adults suffering impotency resulting from disease or *injury*.

### **Habilitation, Rehabilitation, and Extended Care Facility Expense Benefits**

*Covered service expenses* include services provided or expenses incurred for *habilitation* or *rehabilitation* services or confinement in an *extended care facility*, subject to the following limitations:

1. *Covered service expenses* available to a *member* while confined primarily to receive *habilitation* or *rehabilitation* are limited to those specified in this provision.
2. *Rehabilitation* services or confinement in a *rehabilitation facility* or *extended care facility* must be determined *medically necessary*.
3. *Covered service expenses* for *provider facility* services are limited to charges made by a *hospital*, *rehabilitation facility*, or *extended care facility* for:
  - a. Daily room and board and nursing services.
  - b. Diagnostic testing.
  - c. Drugs and medicines that are prescribed by a *physician*, filled by a licensed pharmacist, and approved by the U.S. Food and Drug Administration.
4. *Covered service expenses* for non-*provider facility* services are limited to charges incurred for the professional services of *rehabilitation licensed practitioners*.
5. Outpatient physical therapy, occupational therapy, and speech therapy.

Cardiac *rehabilitation* is a *covered service* that is unlimited; however, it excludes cardiac *rehabilitation* services provided on a non-monitored basis and treatment for mental disabilities.

See the *Schedule of Benefits* for *benefit* levels or additional limits.

Care ceases to be *rehabilitation* upon our determination of any of the following:

1. The *member* has reached *maximum therapeutic benefit*.
2. Further treatment cannot restore bodily function beyond the level the *member* already possesses.
3. There is no measurable progress toward documented goals.
4. Care is primarily *custodial care*.

### **Home Health Care Service Expense Benefits**

*Covered services* and supplies for *home health care* are covered when your *physician* indicates you are not able to travel for appointments to a medical office. Coverage is provided for *medically necessary network* care provided at the *member's* home and includes the following:

1. *Home health aide services*.
2. Services of a private duty registered nurse rendered on an outpatient basis. Please refer to your *Schedule of Benefits* for any limits associated with this *benefit*.

3. Professional fees of a licensed respiratory, physical, occupational, or speech therapist required for *home health care*.
4. Intravenous medication and pain medication.
5. Hemodialysis, and for the processing and administration of blood or blood components.
6. *Necessary medical supplies*.
7. Rental of *medically necessary durable medical equipment*.

Charges under (4) are *covered service expenses* to the extent they would have been *covered service expenses* during an *inpatient hospital stay*.

At our option, we may *authorize* the purchase of the equipment in lieu of its rental if the rental price is projected to exceed the equipment purchase price, but only from a *provider* we *authorize* before the purchase.

**Limitations:**

See the *Schedule of Benefits* for *benefit* levels or additional limits for expenses related to *home health aide services*.

**Exclusion:**

No *benefits* will be payable for charges related to *respite care, custodial care, or educational care* under the *Home health care Service Expense Benefits* provision.

**Hospice Care Service Expense Benefits**

*Hospice care benefits* are allowable for a *terminally ill member* receiving *medically necessary* care under a *hospice care program* or in a home setting. *Covered services* and supplies include:

1. Room and board in a *hospice* while the *member* is an *inpatient*.
2. Occupational therapy.
3. Speech-language therapy.
4. The rental of medical equipment while the *terminally ill covered person* is in a *hospice care program* to the extent that these items would have been covered under the *policy* if the *member* had been confined in a *hospital*.
5. Medical, palliative, and supportive care, and the procedures necessary for pain control and acute and chronic symptom management.
6. Counseling the *member* regarding his or her *terminal illness*.
7. *Terminal illness counseling* of the *member's immediate family*.
8. *Bereavement counseling*.

*Benefits* for *hospice inpatient, home and outpatient care* are available for five days per episode.

**Exclusions and Limitations:**

Any exclusion or limitation contained in the *policy* regarding:

1. An *injury or illness* arising out of, or in the course of, employment for wage or profit.
2. Medical necessity of services or supplies, to the extent such services or supplies are provided as part of a *hospice care program*; or
3. Expenses for other persons, to the extent those expenses are described above, will not be applied to this provision.

**Hospital Benefits**

*Covered service expenses* are limited to charges made by a *hospital* for:

1. Daily room and board and nursing services, not to exceed the *hospital's* most common semi-private room rate.
2. Daily room and board and nursing services while confined in an *intensive care unit*.
3. *Inpatient* use of an operating, treatment, or recovery room.

4. Outpatient use of an operating, treatment, or recovery room for *surgery*.
5. Services and supplies, including drugs and medicines, which are routinely provided by the *hospital* to persons for use only while they are *inpatients*.
6. *Emergency* treatment of an *injury* or *illness*, even if confinement is not required. See your *Schedule of Benefits* for limitations.
7. A private *hospital* room when needed for isolation.

### Emergency Room Services

In an *emergency* situation (anything that could endanger your life (or your unborn child's life)), you should call 911 or head straight to the nearest *emergency* room. We cover *emergency* medical and *behavioral health* services both in and out of our *service area*. We cover these services 24 hours a day, seven days a week.

Please note, some providers that treat you within the *emergency* room may not be contracted with us. If that is the case, they may not balance bill you for the difference between our *allowed amount* and their billed amount.

### Medical and Surgical Expense *Benefits*

Medical *covered services* and supplies are limited to charges:

1. For *surgery* in a *physician's* office or at an *outpatient surgical facility*, including services and supplies.
2. For the professional services of a *medical practitioner*, including surgery.
3. For dressings, crutches, orthopedic splints, braces, casts, or other *necessary medical supplies*.
4. For diagnostic testing using radiologic, ultrasonographic, or laboratory services (psychometric, behavioral and educational testing are not included).
5. For chemotherapy and radiation therapy or treatment.
6. For hemodialysis, and the charges by a *hospital* for processing and administration of blood or blood components.
7. For the cost and administration of an anesthetic.
8. For oxygen and its administration.
9. For *surgery*, excluding tooth extraction, to treat craniomandibular disorders, malocclusions, or disorders of the temporomandibular joint. See the *Schedule of Benefits* for *benefit* levels or additional limits.
10. For reconstructive breast *surgery* charges as a result of a partial or total mastectomy. Coverage includes *surgery* and reconstruction of the diseased and non-diseased breast and *prosthetic devices* necessary to restore a symmetrical appearance and treatment in connection with other physical complications resulting from the mastectomy including lymphedemas.
11. For *medically necessary chiropractic care* treatment on an outpatient basis only. See the *Schedule of Benefits* for *benefit* levels or additional limits. *Covered service expenses* are subject to all other terms and conditions of the policy, including the *deductible amount* and *cost sharing* provisions.
12. For the following types of tissue transplants:
  - a. Cornea transplants.
  - b. Artery or vein grafts.
  - c. Heart valve grafts.
  - d. Prosthetic tissue replacement, including joint replacements.
  - e. Implantable prosthetic lenses, in connection with cataracts.
13. Family Planning for certain professional *provider* contraceptive services and supplies, including but not limited to vasectomy, tubal ligation and insertion or extraction of FDA-approved contraceptive devices.
14. *Medically necessary services* made by a *provider* who renders services in a *network urgent care center*, including facility costs and supplies.
15. Radiology services, including X-ray, Magnetic Resonance Imaging (MRI), Computed Tomography (CAT scan), Positron Emission Tomography (PET scan), and ultrasound imaging

16. Allergy testing.
17. *Medically necessary telemedicine services* subject to the same clinical and *utilization review* criteria, plan requirements, limitations and *cost sharing* as the same health care services when delivered to an insured in person.
18. For *medically necessary* genetic blood tests.
19. For *medically necessary* immunizations to prevent respiratory syncytial virus (RSV).
20. For *medically necessary* biofeedback services.
21. For *medically necessary* allergy treatment.
22. Therapeutic abortion performed to save the life or health of the *member*.
23. Coverage for *medically necessary* bone mass measurement and for diagnosis and treatment of osteoporosis.
24. *Medically necessary telehealth services* subject to the same clinical and *Utilization review* criteria, plan requirements and limitations as the same health care services when delivered to an insured in person. *Telehealth services* provided by *Ambetter Telehealth Vendors* are subject to \$0 *copay*. *Telehealth services* not provided by *Ambetter Telehealth Vendors* would be subject to the same *cost sharing* as the same health care services when delivered to an insured in-person. Pursuant to federal regulation, the \$0 cost share does not apply to members enrolled in an HSA-eligible plan. Please review your Schedule of *Benefits* to determine if your plan is HSA-eligible.
25. For accidental dental service expenses when a *member* suffers an injury, that results in:
  - a) Damage to his or her natural teeth.
  - b) Expenses are incurred within six months of the accident or as part of a treatment plan that was prescribed by a health care professional and began within 12 months of the accident to be considered as a covered service; and
  - c) *Injury* to the natural teeth will not include any *injury* as a result of chewing.
26. For respiratory and pulmonary therapy
27. For the treatment of breast cancer by dose-intensive chemotherapy/autologous *bone marrow transplants* or stem cell transplants when performed pursuant to nationally accepted peer review protocols utilized by breast cancer treatment centers experienced in dose-intensive chemotherapy/autologous *bone marrow transplants* or stem cell transplants.
28. A pelvic examination and pap smear for any nonsymptomatic woman who is a member, in accordance with the current American Cancer Society guidelines.
29. A prostate examination and laboratory tests for cancer for any nonsymptomatic man who is a member, in accordance with the current American Cancer Society guidelines; and
30. A colorectal cancer examination and laboratory tests for cancer for any nonsymptomatic member, in accordance with the current American Cancer Society guidelines.
31. For *medically necessary* diagnostic and laboratory and x-ray tests.
32. For the provision of nonprescription enteral formulas and food products required for members with inherited diseases of amino acids and organic acids. Such coverage shall be provided when the prescribing health care professional has issued a *written* order stating that the enteral formula or food product is *medically necessary*. Coverage for inherited diseases of amino acids and organic acids shall, in addition to the enteral formula, include food products modified to be low protein.
33. Wigs (not to exceed one per *calendar year*) when purchased through a *network provider*. This coverage is only provided for members who suffer from hair loss as a result of an underlying medical condition, treatment or injury. Coverage shall be subject to a *written* recommendation by the treating *physician* stating that the wig is *medically necessary*.
34. For pulse oximetry screening on a newborn.
35. Well Childcare examinations for children through the age of 12, including child health supervision services, based on American Academy of Pediatric Guidelines. Refer to Preventive Services for a list of well child/well baby services.
36. Newborn hearing screening, necessary rescreening, audiological assessment and follow-up, and initial amplification.
37. Allergy testing, injections and serum.

38. For children's early intervention therapy for expenses arising from the services of licensed and credentialed occupational therapists, physical therapists, speech-language pathologists, and clinical social workers working with children from birth to 36 months of age with an identified developmental disability and/or delay.
39. Cost for human leukocyte antigen testing, also referred to as histocompatibility locus antigen testing, for A, B, and DR antigens for utilization in *bone marrow transplantation*. See your *Schedule of Benefits* for applicable limits.
40. For the treatment of breast cancer by dose-intensive chemotherapy/autologous *bone marrow transplants* or stem cell transplants when performed pursuant to nationally accepted peer review protocols utilized by breast cancer treatment centers experienced in dose-intensive chemotherapy/autologous *bone marrow transplants* or stem cell transplants.
41. For cancer screenings, as follows
  - a. A pelvic examination and pap smear for any nonsymptomatic woman who is a member, in accordance with the current American Cancer Society guidelines.
  - b. A prostate examination and laboratory tests for cancer for any nonsymptomatic man who is a member, in accordance with the current American Cancer Society guidelines; and
  - c. A colorectal cancer examination and laboratory tests for cancer for any nonsymptomatic member, in accordance with the current American Cancer Society guidelines.
42. For respiratory and pulmonary therapy.

### **Mental Health and Substance Use Disorder Benefits**

The coverage described below is designed to comply with requirements under the Paul Wellstone-Pete Domenici Mental Health Parity and Addiction Equity Act of 2008.

Our *behavioral health* and *substance use disorder* vendor oversees the delivery and oversight of covered *behavioral health* and *substance use disorder* services for Ambetter. If you need mental health or *substance use disorder* treatment, you may choose any *provider* participating in our *behavioral health* and *substance use disorder* vendor's *provider network* and do not need a referral from your *PCP* in order to initiate treatment. You can search for *network behavioral health providers* by using our Find a *Provider* tool at <https://Ambetter.NebraskaTotalCare.com> or by calling *member services* at 1-833-890-0329 (TTY 711). *Deductible amounts, copayment, or coinsurance* amounts and treatment limits for covered mental health and *substance use disorder benefits* will be applied in the same manner as physical health service *benefits*.

*Covered services* for mental health and *substance use disorder* are included on a non-discriminatory basis for all members for the diagnosis and *medically necessary* treatment of mental, emotional, or *substance use disorders* as defined in this *policy*.

When making coverage determinations, our *behavioral health* and *substance use disorder* vendor utilizes established level of care guidelines and medical necessity criteria that are based on currently accepted standards of practice and take into account legal and regulatory requirements. Our *behavioral health* and *substance use disorder* vendor utilizes Change Healthcare's InterQual criteria for mental health determinations and American Society of Addiction Medicine (ASAM) criteria for *substance use disorder* determinations. Services should always be provided in the least restrictive clinically appropriate setting. Any determination that requested services are not *medically necessary* will be made by a qualified licensed mental health professional. Mental Health services will be provided on an *in-network inpatient* and *Outpatient* basis and include mental health conditions.

Covered *inpatient* and *outpatient* mental health and/or *substance use disorder* services are as follows:

#### **Inpatient**

1. *Inpatient* detoxification treatment.
2. Crisis Stabilization.

3. *Inpatient rehabilitation.*
4. *Residential treatment facility* for mental health and *substance use disorder.*
5. *Inpatient Psychiatric Hospitalization;* and
6. *Electroconvulsive Therapy (ECT).*

#### Outpatient

1. Individual and group mental health/substance use evaluation and treatment.
2. Medication Assisted Treatment – combines behavioral therapy and medications to treat *substance use disorders.*
3. Medication management services.
4. Outpatient detoxification programs.
5. Psychological and Neuropsychological testing and assessment.
6. Evaluation and assessment for mental health and substance use.
7. Applied behavioral analysis.
8. Telemedicine;
9. Partial Hospitalization Program (PHP);
10. Intensive Outpatient Program (IOP);
11. Mental health day treatment;
12. Electroconvulsive Therapy (ECT);
13. *Transcranial Magnetic Stimulation (TMS);* and
14. Assertive community treatment (ACT).

Expenses for these services are covered if *medically necessary* and may be subject to *prior authorization.* However, we will not require *prior authorization* for withdrawal management services or *inpatient* or residential *substance use disorder* treatment services. Please see the Schedule of *Benefits* for more information regarding services that require *prior authorization* and specific *benefit* limits, if any.

In addition, *Integrated Care management* is available for all of your health care needs including *behavioral health* and *substance use disorder.* Please call 1-833-890-0329 (TTY 711) to be referred to a care manager for an assessment.

#### **Outpatient Medical Supplies Expense Benefits**

*Covered services* and supplies for outpatient medical supplies are limited to charges:

1. For artificial eyes or larynx, breast prosthesis, or basic artificial limbs, including *medically necessary* repairs or replacement to restore or maintain a *member's* ability to perform activities of daily living or essential job-related activities.
2. For one pair of foot orthotics per year per *covered person.*
3. For two mastectomy bras per year if the *covered person* has undergone a covered mastectomy.
4. For rental of a standard *hospital* bed, a standard walker, a standard non-motorized wheelchair, a wheelchair cushion, and a ventilator.
5. For the rental of one Continuous Passive Motion (CPM) machine per *covered person* following a covered joint *surgery.*
6. For one pair of eyeglasses or contact lenses per *covered person* following a covered cataract surgery.
7. Infusion Therapy
8. For the cost of one wig per covered person necessitated by hair loss due to cancer treatments or traumatic burns.
9. Hearing aid coverage for children up to and including age 18 on a continual basis to the extent that *benefits* paid for such items and services during the immediately preceding forty-eight-month period have not exceeded three thousand dollars. Coverage includes the following:
  - a. A hearing aid purchased from a licensed audiologist with the medical clearance from an otolaryngologist and costs related to dispensing such hearing aid;
  - b. Evaluation for a hearing aid;

- c. Fitting of a hearing aid;
  - d. Programming of a hearing aid;
  - e. Probe microphone measurements for verification that hearing aid gain and output meet the prescribed targets;
  - f. Hearing aid repairs;
  - g. Follow-up adjustments, servicing, and maintenance of a hearing aid;
  - h. Ear mold impressions;
  - i. Ear molds;
  - j. Auditory *rehabilitation* and training; and
  - k. Replacement of hearing aids as prescription changes.
10. Services related to diagnosis, treatment and appropriate management of osteoporosis when such services are provided by a person licensed to practice medicine and *surgery* in the state, if the *member* has a condition or medical history for which bone mass measurement is medically indicated.
  11. Testing of pregnant women and other members for lead poisoning.
  12. For any other use of a drug approved by the United States Food and Drug Administration when the drug has not been approved by the United States Food and Drug Administration for the treatment of the particular indication for which the drug has been prescribed, provided such drug is recognized for treatment of such indication in one of the standard reference compendia or in the medical literature as recommended by current American Medical Association (AMA) policies. Any coverage of a drug required shall also include *medically necessary* services associated with the administration of the drug. This *benefit* shall not be construed to require:
    - a. Coverage for any drug if the FDA has determined its use to be contraindicated for the treatment of the particular indication for which the drug has been prescribed;
    - b. Coverage for *experimental or investigational* drugs not approved for any indication by the FDA; and
    - c. Reimbursement or coverage for any drug not included on the drug formulary or list of covered drugs specified in this policy.

### **Medical Vision Services**

*Covered services* include:

1. Vision screenings to diagnose and treat a suspected disease or *injury* of the eye.
2. Vision screenings to determine the presence of refractive error.
3. Members who have been diagnosed with diabetes may self-refer once each year to an eye care specialist within their network, for the purpose of receiving an eye examination for the detection of eye disease. Continued, or follow-up care from the eye care specialist may require a referral through your *PCP*.

Vision Services under the medical portion of your health plan do not include:

1. Referrals to a specialist for evaluation and diagnosis of refractive error, including presbyopia, for members over the age of 19 years.
2. Eye examinations required by an employer or as a condition of employment.
3. Radial keratotomy, LASIK and other refractive eye surgery.
4. Services or materials provided as a result of any workers' compensation law or required by any governmental agency.
5. Orthoptics, vision training or subnormal vision aids.

### **Pediatric Vision Expense Benefits – Children under the age of 19**

Coverage for vision services is provided for children, under the age of 19, from a *network provider* through the end of the plan year in which they turn 19 years of age.

1. Routine ophthalmological examination
  - a. Refraction;
  - b. Dilation;

2. Contact lens fitting, standard frames
3. Prescription lenses
  - a. Single;
  - b. Bifocal;
  - c. Trifocal;
  - d. Lenticular;
  - e. Contact lenses (in lieu of glasses)
4. Additional lens options (including coating and tints)
  - a. Progressive lenses (standard or premium);
  - b. Intermediate vision lenses;
  - c. Blended segment lenses;
  - d. Hi-Index lenses;
  - e. Plastic photosensitive lenses;
  - f. Photochromic glass lenses;
  - g. Glass-grey #3 prescription sunglass lenses;
  - h. Fashion and gradient tinting;
  - i. Ultraviolet protective coating;
  - j. Polarized lenses;
  - k. Scratch resistant coating;
  - l. Anti-reflective coating (standard, premium or ultra);
  - m. Oversized lenses;
  - n. Polycarbonate lenses.
5. Low vision aids as *medically* necessary.

Please refer to your *Schedule of Benefits* for a detailed list of *cost sharing*, annual maximum and appropriate service limitations. To see which vision providers are part of the *network*, please visit <https://Ambetter.NebraskaTotalCare.com> or call *member* services.

*Covered service expenses* do not include:

1. Deluxe frame/frame upgrade
2. Visual therapy; (see medical coverage)
3. Two pair of glasses as a substitute for bifocals; and
4. LASIK surgery.

If you have elected additional Adult Vision *Benefits*, please refer to the Adult Vision *Benefits* sections of this contract.

### **Routine Vision Benefits – Adults 19 years of age or older**

Coverage for vision services is provided for adults, age 19 and older, from a *network provider*.

1. Routine ophthalmological examination
  - a. Refraction;
  - b. Dilation;
  - c. Contact lens fitting.
2. Frames
3. Prescription lenses
  - a. Single;
  - b. Bifocal;
  - c. Trifocal;
  - d. Lenticular; or
  - e. Contact lenses (in lieu of glasses).

Please refer to your *Schedule of Benefits* for a detailed list of *cost sharing*, annual maximum, and appropriate service limitations. To see which vision providers are part of the network, please visit



<https://Ambetter.NebraskaTotalCare.com> or call *member* services.

Services not covered:

1. Visual therapy;
2. Low vision services and hardware for adults; and
3. LASIK surgery

### **Other Dental Services**

Anesthesia and *hospital* charges for dental care, for a *member* less than 19 years of age or a *member* who is physically or mentally disabled, are covered if the *member* requires dental treatment to be given in a *hospital* or outpatient ambulatory surgical facility. The indications for general anesthesia, as published in the reference manual of the American Academy of Pediatric Dentistry, should be used to determine whether performing dental procedures is necessary to treat the member's condition under general anesthesia.

Coverage is also provided for:

1. For *medically necessary* oral surgery, including the following:
  - a. Treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia;
  - b. Orthognathic *surgery* for a physical abnormality that prevents normal function of the upper and/or lower jawbone and is *medically necessary* to attain functional capacity of the affected part.
  - c. Oral/surgical correction of accidental injuries.
  - d. Treatment for Temporomandibular Joint Disorder (TMJ), including removable appliances for TMJ repositioning and related surgery, medical care, and diagnostic services.
  - e. Treatment of non-dental lesions, such as removal of tumors and biopsies.
  - f. Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.
  - g. *Surgical procedures* that are *medically necessary* to correct disorders caused by (or resulting in) a specific medical condition such as degenerative arthritis, jaw fractures or jaw dislocations.
  - h. *Reconstructive surgery* to correct significant deformities caused by congenital or developmental abnormalities, *illness, injury* or an earlier treatment in order to create a more normal appearance.
2. Dental anesthesia charges include coverage for the administration of general anesthesia and *hospital* or office charges for dental care, rendered by a dentist, regardless of whether the services are provided in a participating hospital, surgical center or office, provided to the following members:
  - a. A *member* under the age of 8;
  - b. a person who is severely disabled; or
  - c. a person who has a medical or behavioral condition which requires hospitalization or general anesthesia when dental care is provided.
3. For dental service expenses when a *member* suffers an injury, that results in:
  - a. Damage to his or her natural teeth;
  - b. *Injury* to the natural teeth will not include any *injury* as a result of chewing.
4. For surgery, excluding tooth extraction, to treat craniomandibular disorders, or malocclusions.

If you purchased the adult dental rider, please refer to the adult dental covered *benefits* section.

### **Dental Benefits – Adult 19 years of age or older**

Coverage for *dental services* is provided for adults, age 19 and older, for Preventative and Diagnostic, Basic Services and Major Services from a *network provider*.

1. Preventative and Diagnostic (Routine *Dental services*)—Class 1 *benefits* include:

- a. Routine cleanings;
  - b. Oral examinations;
  - c. X-rays – bitewing, full-mouth and panoramic film;
  - d. Topical fluoride application.
2. Basic (Basic Dental Care)— Class 2 *benefits* include:
    - a. Minor restorative – metal fillings (posterior teeth) and resin-based fillings (limited to anterior teeth);
    - b. Endodontics;
    - c. Periodontics – scaling, root planning and periodontal maintenance;
    - d. Simple extractions;
    - e. Prosthodontics – relines, rebase, adjustment and repairs.
  3. Major (Major Dental Care)—Class 3 *benefits* include:
    - a. Crowns and bridges;
    - b. Dentures;
    - c. More complex extractions and surgical services.

Please refer to your *Schedule of Benefits* for a detailed list of *cost sharing*, annual maximum and appropriate service limitations. To see which dental providers are part of the network, please visit <https://Ambetter.NebraskaTotalCare.com> or call *member services*.

Services not covered:

1. *Non-network services*;
2. *Dental services* that are not necessary or specifically covered;
3. Hospitalization or other facility charges;
4. *Prescription drugs* dispensed in the dental office;
5. Any dental procedure performed solely as a cosmetic procedure;
6. Charges for dental procedures completed prior to the *member's effective date* of coverage;
7. Services provided by an anesthesiologist;
8. Dental procedures, appliances, or restorations that are necessary to alter, restore, or maintain occlusion, including but not limited to: increasing vertical dimension, replacing or stabilizing tooth structure lost by abrasion, abfraction, or erosion, attrition (wear), realignment of teeth, periodontal splinting, and gnathological recordings;
9. Direct diagnostic surgical or non-surgical treatment procedures applied to jaw joints or muscles;
10. Any artificial material implanted or grafted into soft tissue, surgical removal of implants, and implant services;
11. Sinus augmentation;
12. Surgical appliance removal;
13. Intraoral placement of a fixation device;
14. Oral hygiene instruction, tobacco counseling, nutritional counseling or high-risk *substance use disorder* counseling;
15. Services for teeth retained in relation to an overdenture. Overdenture appliances are limited to an allowance for a standard full denture;
16. Any oral *surgery* that includes surgical endodontics (apicoectomy and retrograde filling);
17. Analgesia (nitrous oxide);
18. Removable unilateral dentures;
19. Temporary procedures;
20. Splinting;
21. Temporal Mandibular Joint disorder (TMJ) appliances, therapy, films and arthrograms;
22. Oral pathology laboratory;
23. Consultations by the treating *provider* and office visits;
24. Occlusal analysis, occlusal guards (night guards), and occlusal adjustments (limited and complete);
25. Veneers (bonding of coverings to the teeth);
26. Orthodontic treatment procedures;
27. Orthognathic surgery;

28. Athletic mouth guards;
29. Space maintainers.
30. Dental procedures or restorations to alter or increase vertical dimension of occlusion

### **Prescription Drug Expense Benefits**

We work with *providers* and pharmacists to ensure that we cover medications used to treat a variety of conditions and diseases.

*Covered service expenses* in this *benefit* subsection are limited to charges from a licensed *pharmacy* for:

1. A *prescription drug*.
2. Any drug that, under the applicable state law, may be dispensed only upon the *written* prescription of a provider.
3. Off-label drugs that are:
  - a. Recognized for treatment of the indication in at least one (1) standard reference compendium; or
  - b. Recommended for a particular type of cancer and found to be safe and effective in formal clinical studies, the results of which have been published in a peer reviewed professional medical journal published in the United States or Great Britain; and
4. Prescribed, oral anticancer medication.

Such *covered service expenses* shall include those for prescribed, orally administered anticancer medications. The *covered service expenses* shall be no less favorable than for intravenously administered or injected cancer medications that are covered as medical *benefits* under this contract.

### ***Self-injectable Drugs***

*Self-injectable drugs* are delivered into a muscle or under the skin with a syringe and needle. Although medical supervision or instruction may be needed in the beginning, the patient or caregiver can administer *self-injectable drugs* safely and effectively. *Self-injectable drugs* are covered under the *prescription drug benefits*; *prescription drug cost share* applies.

### **Manufacturer Coupons and Other Assistance:**

Any amount paid by you or on your behalf by third parties and drug manufacturer coupons, are included in your *deductible* and *maximum-out-of-pocket* calculations.

### **Formulary or *Prescription Drug List***

The formulary or *prescription drug* list is a guide to available generic, brand name drugs and some over-the-counter medications when ordered by a *physician* that are approved by the Food and Drug Administration (FDA) and covered through your *prescription drug benefit*. Generic drugs have the same active ingredients as their brand name counterparts and should be considered the first line of treatment. The FDA requires generics to be safe and work the same as brand name drugs. If there is no generic available, there may be more than one brand name drug to treat a condition. Preferred brand name drugs are listed on Tier 2 of the Drug List to help identify brand name drugs that are clinically appropriate, safe and cost-effective treatment options, if a generic medication on the formulary is not suitable for your condition.

Please note, the formulary is not meant to be a complete list of the drugs covered under your *prescription benefit*. Not all dosage forms or strengths of a drug may be covered. This list is periodically reviewed and updated and may be subject to change. Drugs may be added or removed or additional requirements may be added in order to approve continued usage of a specific drug.

Specific *prescription benefit* plan designs may not cover certain products or categories, regardless of their appearance in the formulary. For the most current Ambetter Formulary or *Prescription drug List* or for more information about our pharmacy program, visit <https://Ambetter.NebraskaTotalCare.com> (under "For Member", "Drug Coverage") or call *Member Services* at 1-833-890-0329 (TTY 711).

### **Over the Counter (OTC) Prescriptions**

We cover a variety of over the counter (OTC) medications when ordered by a *physician*. You can find a list of covered over-the-counter medications in our formulary – they will be marked as "OTC". Your *prescription order* must meet all legal requirements.

### **How to Fill a Prescription**

*Prescription orders* can be filled at a *network* retail pharmacy or through our mail-order pharmacy.

If you decide to have your *prescription order* filled at a *network* pharmacy, you can use the *Provider Directory* to find a pharmacy near you. You can access the *Provider Directory* at [www.Ambetter.NebraskaTotalCare.com](http://www.Ambetter.NebraskaTotalCare.com) on the Find a *Provider* page. You can also call *Member Services* to help you find a pharmacy. At the pharmacy, you will need to provide the pharmacist with your *prescription order* and your *member* identification card.

We also offer a three-month (90-day) supply of maintenance medications by mail or from *network* retail pharmacies for specific *benefit* plans. These drugs treat long-term conditions or *illnesses*, such as high blood pressure, asthma and diabetes. You can find a list of covered medications on [www.Ambetter.NebraskaTotalCare.com](http://www.Ambetter.NebraskaTotalCare.com). You can also request to have a copy mailed directly to you.

### **Mail Order Pharmacy**

If you have more than one prescription you take regularly, you may select to enroll in our mail order delivery program. Your prescriptions will be safely delivered right to your door at no extra charge to you. You will still be responsible for your regular *copayment/coinsurance*. To enroll for mail order delivery or for any additional questions, call our mail order pharmacy at 1-888-624-1139. Alternatively, you can fill out an enrollment form and mail the form to the address provided at the bottom of the form. The enrollment form can be found on our Ambetter website. Once on our website, click on the section, "For Member," "Drug Coverage." The enrollment form will be located under "Forms".

The appropriate drug choice for a *member* is a determination that is best made by the *member* and his or her *medical practitioner*.

## **Lock-In Program**

To help decrease overutilization and abuse, certain *members* identified through our Lock-In Program, may be locked into a specific pharmacy for the duration of their participation in the Lock-In Program. Members locked into a specific pharmacy will be able to obtain their medications(s) only at specified location. *Ambetter* pharmacy, together with Medical Management will review *member* profiles and using specific criteria, will recommend *members* for participation in the Lock-In Program. *Members* identified for participation in the Lock-In Program and associated *providers* will be notified of *member* participation in the program via mail. Such communication will include information on duration of participation, pharmacy to which *member* is locked-in, and any *appeals* rights.

## **Non-Formulary Prescription Drugs**

Under the Affordable Care Act, you have the right to request coverage of *prescription drugs* that are not listed on the plan formulary (otherwise known as “non-formulary drugs”). To exercise this right, please get in touch with your *medical practitioner*. Your *medical practitioner* can utilize the usual *prior authorization* request process. See “*Prior authorization*” below for additional details.

## **Prescription Drug Exception Process**

### Standard exception request

A *member*, a *member’s authorized representative* or a *member’s* prescribing *physician* may request a standard review of a decision that a drug is not covered by the plan or a protocol exception for step therapy. The request can be made in writing or via telephone. Within 72 hours of the request being received, we will provide the *member*, the *member’s authorized representative* or the *member’s* prescribing *physician* with our coverage determination. Should the standard exception request or step therapy protocol exception request be granted, we will provide coverage of the non-formulary drug for the duration of the prescription, including refills, or of the drug that is the subject of the protocol exception.

### Expedited exception request

A *member*, a *member’s authorized representative* or a *member’s* prescribing *physician* may request an expedited review based on exigent circumstances. Exigent circumstances exist when a *member* is suffering from a health condition that may seriously jeopardize the enrollee’s life, health, or ability to regain maximum function or when an enrollee is undergoing a current course of treatment using a non-formulary drug. Within 24 hours of the request being received, we will provide the *member*, the *member’s authorized representative* or the *member’s* prescribing *physician* with our coverage determination. Should the standard exception or step therapy protocol exception request be granted, we will provide coverage of the non-formulary drug or the drug that is the subject of the protocol exception for the duration of the exigency.

### External exception request review

If we deny a request for a standard exception or for an expedited exception, the *member*, the *member’s authorized representative* or the *member’s* prescribing *physician* may request that the original exception request and subsequent denial of such request be reviewed by an *independent review organization*. We will make our determination on the external exception request and notify the *member*, the *member’s authorized representative* or the *member’s* prescribing *physician* of our coverage determination no later than 72 hours following receipt of the request, if the original request was a standard exception, and no later than 24 hours following its receipt of the request, if the original request was an expedited exception.

If we grant an external exception review of a standard exception or step therapy protocol exception request, we will provide coverage of the non-formulary drug or the drug that is the subject of the protocol exception for the duration of the prescription. If we grant an external exception review of an expedited exception request, we will provide coverage of the non-formulary drug or the drug that is the subject of the protocol exception for the duration of the exigency.

Non-Covered services and Exclusions:

No *benefits* will be paid under this *benefit* provision for services provided or expenses incurred:

1. For *prescription drug* treatment of erectile dysfunction or any enhancement of sexual performance unless such treatment is listed on the formulary.
2. For weight loss *prescription drugs* unless otherwise listed on the formulary.
3. For immunization agents, blood, or blood plasma, except when used for preventive care and listed on the formulary.
4. For medication that is to be taken by the *member*, in whole or in part, at the place where it is dispensed.
5. For medication received while the *member* is a patient at an institution that has a facility for dispensing pharmaceuticals.
6. For a refill dispensed more than 12 months from the date of a *physician's* order.
7. For more than the predetermined *managed drug limitations* assigned to certain drugs or classification of drugs.
8. For a *prescription order* that is available in over-the-counter form or comprised of components that are available in over-the-counter form, and is therapeutically equivalent, except for over-the-counter products that are listed on the formulary.
9. For drugs labeled "Caution - limited by federal law to *investigational* use" or for *investigational* or *experimental* drugs.
10. For any drug that we identify as therapeutic duplication through the Drug *Utilization review* program.
11. For more than a 30-day supply when dispensed in any one prescription or refill, or for some maintenance drugs, up to 90-day supply when dispensed by mail order or a pharmacy that participates in extended day supply network. Specialty drugs and other select drug categories are limited to 30-day supply when dispensed by retail or mail order. Please note that only the 90-day supply is subject to the discounted *cost sharing*. Mail orders less than 90 days are subject to the standard *cost sharing* amount.
12. For *prescription drugs* for any *member* who enrolls in Medicare Part D as of the date of his or her enrollment in Medicare Part D. *Prescription drug* coverage may not be reinstated at a later date.
13. Foreign Prescription Medications, except those associated with an *emergency* medical condition while you are traveling outside the United States. These exceptions apply only to medications with an equivalent FDA-approved Prescription Medication that would be covered under this document if obtained in the United States.
14. For prevention of any diseases that are not endemic to the United States, such as malaria, and where preventive treatment is related to *member's* vacation during out of country travel. This section does not prohibit coverage of treatment for aforementioned diseases.
15. For medications used for cosmetic purposes.
16. For infertility drugs unless otherwise listed on the formulary.
17. For any controlled substance that exceeds state established maximum morphine equivalents in a particular time period, as established by state laws and regulations.
18. For drugs or dosage amounts determined by Ambetter to be ineffective, unproven or unsafe for the indication for which they have been prescribed, regardless of whether such drugs or dosage amounts have been approved by any governmental regulatory body for that use.
19. For any drug related to dental restorative treatment or treatment of chronic periodontitis, where drug administration occurs at dental practitioner's office.
20. For any drug dispensed from a non-lock-in pharmacy while *member* is in a lock-in program.
21. For any drug related to *surrogate pregnancy*.
22. For any injectable medication or biological product that is not expected to be self-administered by the *member* at *member's* place of *residence* unless listed on the formulary.
23. Medication refills where a *member* has more than 15 days' supply of medication on hand.
24. Compound drugs, unless there is at least one ingredient that is an FDA approved drug.
25. For drugs or dosage amounts determined by Ambetter's Pharmacy and Therapy committee to be ineffective, unproven or unsafe for the indication for which they have been prescribed, regardless of whether such drugs or dosage amounts have been approved by any governmental regulatory body for that use

26. For any claim submitted by non-lock-in pharmacy while *member* is in lock-in status
27. For any drug related to *surrogate* pregnancy
28. For immunization agents otherwise not required by the Affordable Care Act

### **Medication Balance-On-Hand**

Medication refills are prohibited until a member's cumulative balance-on-hand is equal to or fewer than 15 days' supply of medication. This provision operates in addition to any applicable medication quantity limit or refill guidelines.

### **Split-Fill Dispensing Program**

Members are limited to 15-day supplies for the first 90 days when starting new therapy using certain medications (like oral oncology). Members pay half the 30-day cost-share for a 15-day supply and would be responsible for the other half of the 30-day cost share for each additional 15-day supply. After 90 days, members will fill their medications for 30-day supplies.

### **Extended Days' Supply**

Maintenance medications are generally taken daily for chronic and lifelong conditions. Extended days' supply fills of select maintenance medications are available exclusively at CVS Mail Order. Members obtaining a 90-day fill via CVS Mail Order will pay only 2.5 times their standard retail *cost sharing*

### **Preventive Care Expense Benefits**

Preventive care services are covered as required by the Affordable Care Act (ACA). According to the ACA, preventive care services must include the following:

- Evidence 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).
- 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 infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).
- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the HRSA.

Preventive care *benefits* obtained from a *network provider* are covered without *member cost share* (i.e., covered in full without *deductible, coinsurance* or *copayment*). For current information regarding available preventive care *benefits*, please access the Federal Government's website at: [www.healthcare.gov/coverage/preventive-care-benefits/](http://www.healthcare.gov/coverage/preventive-care-benefits/).

Preventive care refers to services or measures taken to promote health and early detection or prevention of diseases and injuries, rather than treating or curing them. Preventive care includes, but is not limited to, immunizations, medications, tobacco cessation treatment, examinations and screening tests tailored to an individual's age, health and family history.

Certain services can be performed for preventive or diagnostic reasons (e.g., mammograms). If a service is deemed preventive care and is appropriately reported/billed, it will be covered under the preventive care services *benefit*. However, when a service is performed for diagnostic purposes and reported/billed accordingly, it will be considered a non-preventive medical *benefit* and appropriate cost share will apply. Note: If preventive and diagnostic services are performed during the same visit, applicable cost share will be taken for the latter.

As new preventive care recommendations and guidelines are issued (by the USPSTF, CDC or HRSA), those services will become covered preventive care *benefits*. According to the ACA, coverage of new

recommendations and guidelines become effective upon a plan's start or anniversary date that is one year after the date the recommendation or guideline is issued.

Note: In addition to providing coverage in accordance with the ACA, we also provide preventive care *benefits* in accordance with applicable State law.

#### Notification

As required by section 2715(d)(4) of the Public Health Service Act, we will provide 60 days advance notice to you before any material modification will become effective, including any changes to preventive *benefits* covered under this contract. You may access our website or the *Member Services Department* at 1-833-890-0329 to get the answers to many of your frequently asked questions regarding preventive services. Our website has resources and features that make it easy to get quality care. Our website can be accessed at [Ambetter.NebraskaTotalCare.com](http://Ambetter.NebraskaTotalCare.com).

#### Clinical Trial Coverage

Clinical Trial Coverage includes routine patient care costs incurred as the result of an approved phase I, II, III, or phase IV clinical trial and the clinical trial is undertaken for the purposes of prevention, early detection, or treatment of cancer or other life-threatening disease or condition. Coverage will include routine patient care costs incurred for (1) drugs and devices that have been approved for sale by the Food and Drug Administration (FDA), regardless of whether approved by the FDA for use in treating the patient's particular condition, (2) reasonable and *medically necessary* services needed to administer the drug or use the device under evaluation in the clinical trial and (3) all items and services that are otherwise generally available to a *qualified individual* that are provided in the clinical trial except:

- The investigational item or service itself;
- Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
- Items and services customarily provided by the research sponsors free of charge for any enrollee in the trial.

Phase I and II clinical trials must meet the following requirements:

- Phase I and II of a clinical trial is sanctioned by the National Institutes of Health (NIH) or National Cancer Institute (NCI) and conducted at academic or National Cancer Institute Center; and
- The insured is enrolled in the clinical trial. This section shall not apply to insured's who are only following the protocol of phase I or II of a clinical trial, but not actually enrolled.

Phase III and IV clinical trials must be approved or funded by one of the following entities:

- One of the National Institutes of Health (NIH);
- The Centers for Disease Control and Prevention;
- The Agency for Health Care Research and Quality;
- The Centers for Medicare & Medicaid Services;
- An NIH Cooperative Group or Center;
- The FDA in the form of an *investigational* new drug application;
- The federal Departments of Veterans' Affairs, Defense, or Energy;
- An institutional review board in this state that has an appropriate assurance approved by the Department of Health and Human Services assuring compliance with and implementation of regulations for the protection of human subjects; or
- A qualified non-governmental research entity that meets the criteria for NIH Center support grant eligibility.

In a clinical trial, the treating facility and personnel must have the expertise and training to provide the treatment and treat a sufficient volume of patients. There must be equal to or superior, non-*investigational treatment* alternatives and the available clinical or preclinical data must provide a reasonable expectation



that the treatment will be superior to the non-*investigational* alternatives.

*Providers* participating in clinical trials shall obtain a patient's informed consent for participation in the clinical trial in a manner that is consistent with current legal and ethical standards.

### **Colorectal Cancer Examinations and Laboratory Tests**

*Covered service expenses* include colorectal cancer tests for any non-symptomatic covered person, in accordance with the current American Cancer Society guidelines. *Covered services* include tests for covered persons, starting at age 45 (note: screening should start before age 45 for high-risk individuals).

### **Mammography**

*Covered service expenses* for routine screenings for breast cancer shall include screenings at the following intervals: one (1) Baseline breast cancer screening mammography for a *covered person* between the ages of thirty-five (35) and forty (40) years. If the *covered person* is less than forty (40) years of age and at risk, one (1) breast cancer screening mammography performed every year. If the *covered person* is at least forty (40) years of age, one (1) breast cancer screening mammography every year and any additional mammography views that are required for proper evaluation.

### **Maternity Care**

Coverage for outpatient and *inpatient* pre- and post-partum care including examinations, prenatal diagnosis of genetic disorder, laboratory and radiology diagnostic testing, health education, nutritional counseling, risk assessment, childbirth classes, and *hospital* stays for delivery or other *medically necessary* reasons (less any applicable *copayments, deductible amounts, or coinsurance*). An *inpatient* stay is covered for at least 48 hours following a vaginal delivery, and for at least 96 hours following a cesarean delivery. An *inpatient* stay longer than 48 hours for a vaginal delivery or 96 hours for a cesarean delivery will require notification to us. Other maternity *benefits* include *complications of pregnancy*, parent education, assistance, and training in breast or bottle feeding and the performance of any necessary and appropriate clinical tests. Coverage will only be provided for maternity services or care of the newborn child when such services have been *authorized* by your participating health care *provider*.

Under federal law, health insurance issuers generally may not restrict *benefits* otherwise provided for any *hospital* length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or less than 96 hours following a delivery by cesarean section. However, we may provide *benefits* for *covered service expenses* incurred for a shorter stay if the attending *provider* (e.g., your *physician, nurse, midwife, or physician assistant*), after consultation with the mother, discharges the mother or newborn earlier.

The level of *benefits* and out-of-pocket costs for any later part of the 48-hour (or 96-hour) stay will not be less favorable to the mother or newborn than any earlier part of the stay. We do not require that a *physician* or other health care *provider* obtain *authorization* for prescribing a length of stay of up to 48 hours (or 96 hours).

**Note:** This provision does not amend the *policy* to restrict any terms, limits, or conditions that may otherwise apply to *covered service expenses* for maternity care.

1. Give birth in a *hospital* or other healthcare facility
2. Remain under *inpatient* care in a *hospital* or other healthcare facility for any fixed term following the birth of a child

**Note:** This provision does not amend the *policy* to restrict any terms, limits, or conditions that may otherwise apply to *surrogates* and children born from *surrogates*. Please reference General Non-Covered *services* and Exclusions section, as limitations may exist.

## **Newborn Charges**

*Medically necessary* services, including *hospital* services, are provided for a covered newborn child immediately after birth. Each type of *covered service* incurred by the newborn child will be subject to his/her own *cost sharing* (*copayment, coinsurance percentage, deductible and maximum out-of-pocket amount*), as listed in the *Schedule of Benefits*. Please refer to the **Dependent Member Coverage** section of this document for details regarding coverage for a newborn child/coverage for an adopted child.

## **Duty to Cooperate**

We do not cover services or supplies related to a *member's pregnancy* when a *member* is acting as a *surrogate* and has entered into a *surrogacy arrangement*. For more information on excluded services, please see the General Non-Covered services and Exclusions section. *Enrollees* who are a *surrogate* at the time of enrollment or *members* who agree to a *surrogacy arrangement* during the plan year must, within 30 days of enrollment or agreement to participate in a *surrogacy arrangement*, send us *written* notice of the *surrogacy arrangement* to Ambetter from Nebraska Total Care at the *Member Services Department*, 2525 N. 117<sup>th</sup> Avenue, Ste. 100, Omaha, NE 68164. In the event that a *member* fails to comply with this provision, we reserve our right to enforce this EOC on the bases of fraud, misrepresentation, or false information, up to and including recoupment of all *benefits* that we paid on behalf of the *surrogate* during the time that the *surrogate* was insured under our *policy*, plus interest, attorneys' fees, costs and all other remedies available to us.

## **Newborns' and Mothers' Health Protection Act Statement of Rights**

If services provided or expenses incurred for *hospital* confinement in connection with childbirth are otherwise included as *covered service expenses*, we will not limit the number of days for these expenses to less than that stated in this provision.

## **Medical Foods**

We cover medical foods and formulas for outpatient total parenteral nutritional therapy; outpatient elemental formulas for malabsorption; and dietary formula when *medically necessary* for the treatment of Phenylketonuria (PKU) and inborn errors of metabolism.

Exclusions: any other dietary formulas, oral nutritional supplements, special diets, prepared foods/meals and formula for access problems.

## **Prostate Specific Antigen Testing**

Covered expenses include an annual digital rectal examination and "prostate specific antigen tests" performed to determine the level of prostate specific antigen in the blood for a covered person who is at least fifty (50) years of age; and at least once annually for a covered person who is less than fifty (50) years of age and who is at high risk for prostate cancer according to the most recent published guidelines of the American Cancer Society.

## **Radiology, Imaging and Other Diagnostic Testing**

*Medically necessary* radiology services, imaging and tests performed for diagnostic reasons are a *covered service* (e.g., X-ray, Magnetic Resonance Imaging (MRI), Computed Tomography (CT scan), Positron Emission Tomography/Single Photon Emission Computed Tomography (PET/SPECT), mammogram, ultrasound). Prior *authorization* may be required, see the *Schedule of Benefits* for details. **Note:** Depending on the service performed, two bills may be incurred – both subject to any applicable *cost sharing* – one for the technical component (the procedure itself) and another for the professional component (the reading/interpretation of the results by a *physician* or other qualified practitioner).

## **Respite Care Expense Benefits**

*Respite care* is covered on an *inpatient* or home basis to allow temporary relief to family *members* from the duties of caring for a covered person under *hospice* care. Respite days that are applied toward the

*deductible amount* are considered *benefits* provided and shall apply against any maximum *benefit* limit for these services. See your *Schedule of Benefits* for coverage limits.

## **Second Medical Opinion**

*Members* are entitled to a second medical opinion under the following conditions:

1. Whenever a minor *surgical procedure* is recommended to confirm the need for the procedure;
2. Whenever a serious *injury* or *illness* exists; or
3. Whenever you find that you are not responding to the current treatment plan in a satisfactory manner.

If requested, the second opinion consultation is to be provided by a *physician* of the *member's* choice. The *member* may select a *network provider* listed in the *Provider Directory*. If a *member* chooses a *network provider*, he or she will only be responsible for the applicable *copayment amount* for the consultation. Any lab tests and/or diagnostic and therapeutic services are subject to the additional *cost sharing*.

## **Sleep Studies**

Sleep studies are covered when determined to be *medically necessary*; *prior authorization* may be required.

**Note:** A sleep study can be performed either at home or in a facility.

## **Transplant Expense Benefits**

*Covered Services* For Transplant Service Expenses:

Transplants are a *covered service* when a *member* is accepted as a transplant candidate and pre-authorized in accordance with this *policy*. *Prior authorization* must be obtained through the "Center of Excellence", before an evaluation for a transplant. We may require additional information such as testing and/or treatment before determining medical necessity for the transplant *benefit*. *Authorization* must be obtained prior to performing any related services to the transplant *surgery*. Transplant services must meet medical criteria as set by Medical Management Policy.

Cost share *benefit* coverage related to transplant services is available to both the recipient and donor of a covered transplant as follows:

1. If both the donor and recipient have coverage provided by the same insurer each will have their *benefits* paid by their own coverage program.
2. If you are the recipient of the transplant, and the donor for the transplant has no coverage from any other source, the *benefits* under this *policy* will be provided for both you and the donor. In this case, payments made for the donor will be charged against enrollees *benefits*.
3. If you are the donor for the transplant and no coverage is available to you from any other source, the *benefits* under this *policy* will be provided for you. However, no *benefits* will be provided for the recipient.
4. If lapse in coverage due to non-payment of premium, no services related to transplants will be paid as a *covered service*.

If we determine that an *enrollee* and *donor* are an appropriate candidate for a *medically necessary* transplant, live donation, *covered service expenses* will be provided for:

1. Pre-transplant evaluation.
2. Pre-transplant harvesting of the organ from the donor.
3. Left Ventricular Assist Devices (LVAD) (only when used as a bridge to a heart transplant).
4. Including outpatient *covered services* related to the transplant *surgery*, pre-transplant laboratory testing and treatment; such as high dose chemotherapy, peripheral stem cell collection, and other immunosuppressive drug therapy, etc.

5. Pre-transplant stabilization, meaning an *inpatient* stay to *medically stabilization* to prepare for a later transplant, whether or not the transplant occurs.
6. The transplant itself, including the acquisition cost for the organ or bone marrow when authorized through the *Center of Excellence* and services are performed at participating facility.
7. Post-transplant follow-up visits and treatments.
8. Transplant *benefit* expenses include services related to donor search and acceptability testing of potential live donors.
9. All costs incurred and medical expenses by the donor; shall be paid under the transplant recipient policy, this excludes travel, lodging, food, and mileage. Please refer to the "*Member Transplant Travel Reimbursement Policy*" for outlined details on reimbursement limitations.  
([Ambetter.nebraskatotalcare.com](http://Ambetter.nebraskatotalcare.com))

These medical expenses are covered to the extent that the *benefits* remain and are available under the *enrollee's policy*, after *benefits* for the *enrollee's* own expenses have been paid. In the event of such coverage, the otherwise existing coverage of a live donor shall be secondary to *benefits* under the *enrollee's policy*.

Ancillary "*Center of Excellence*" Service Benefits:

An *enrollee* may obtain services in connection with a transplant from any *physician*. However, if a transplant is performed in a *Center of Excellence*:

1. We will pay for the following services when the *enrollee* is required to travel more than 75 miles from the *residence* to the *Center of Excellence*:
2. We will pay a maximum of \$10,000 per transplant service for the following services:
  - a. Transportation for the *enrollee*, any live donor, and the *immediate family* to accompany to and from the *Center of Excellence*, in the United States.
  - b. When enrollee and/or donor is utilizing their personal transportation vehicle; a mileage log is required for reimbursement.
  - c. Maximum reimbursement for mileage is limited to travel to and from the *member's* home to the transplant facility, and to and from the donor's home to the transplant facility and will be reimbursed at the current IRS mileage standard for miles driven for medical purposes.
  - d. Lodging at or near the *Center of Excellence* for any live donor and the *immediate family* accompanying the *enrollee* while the *enrollee* is confined in the *Center of Excellence* in the United States. We will reimburse *members* for the proof of costs directly related for transportation, lodging and any of the following approved items listed in the *member* transplant reimbursement guidelines. However, you must make the arrangements and provide the necessary paid receipts for reimbursement within 6 months of the date of service in order to be reimbursed.
  - e. Incurred costs related to a certified/registered service animal for the transplant enrollee and/or donor.
  - f. Please refer to the *member* resources page for *member* reimbursement transplant travel forms and information at [Ambetter.NebraskaTotalCare.com](http://Ambetter.NebraskaTotalCare.com).

Non-Covered services and Exclusions:

No *benefits* will be provided or paid under these Transplant Service Expense Benefits:

1. For a prophylactic bone marrow harvest or peripheral blood stem cell collection when no transplant occurs.
2. For animal to human transplants.
3. For procurement or transportation of the organ or tissue, unless expressly provided for in this provision through the *Center of Excellence*.
4. To keep a donor alive for the transplant operation, except when authorized through the *Center of Excellence*.

5. For a live donor where the live donor is receiving a transplanted organ to replace the donated organ.
6. Related to transplants unauthorized though the *Center of Excellence* and is not included under this provision as a transplant.
7. For a transplant under study in an ongoing phase I or II clinical trial as set forth in the United States Food and Drug Administration (FDA) regulation, regardless of whether the trial is subject to FDA oversight.
8. The acquisition cost for the organ or bone marrow, when provided at an *unauthorized* facility or not obtained through the *Center of Excellence*.
9. For any transplant services and/or travel related expenses for enrollee and donor, when preformed outside of the United States.
10. The following ancillary items listed below, will not be subject to *member* reimbursement under this *policy*:
  - a. Alcohol/tobacco
  - b. Car Rental (unless pre-approved by Case Management)
  - c. Vehicle Maintenance for motorized and hybrid, and electric car (includes: any repairs/parts, labor, general maintenance, towing, roadside assistance, etc.)
  - d. Parking, such as but not limited to hotel, valet or any offsite parking other than *hospital*.
  - e. Storage rental units, temporary housing incurring rent/mortgage payments.
  - f. Utilities, such as gas, water, electric, housekeeping services, lawn maintenance, etc.
  - g. Speeding tickets
  - h. Entertainment (e.g., movies, visits to museums, additional mileage for sightseeing, etc.)
  - i. For any services related to pet care, boarding, lodging, food, and/or travel expenses; other than those related to certified/registered service animal(s).
  - j. Expenses for persons other than the patient and his/her covered companion
  - k. Expenses for lodging when *member* is staying with a relative
  - l. Any expense not supported by a receipt
  - m. Upgrades to first class travel (air, bus, and train)
  - n. Personal care items (e.g., shampoo, deodorant, clothes)
  - o. Luggage or travel related items including passport/passport card, REAL ID travel ids, travel insurance, TSA pre-check, and early check-in boarding fees, extra baggage fees.
  - p. Souvenirs (e.g., t-shirts, sweatshirts, toys)
  - q. Telephone calls/mobile bills, replacement parts, or cellular purchases of any type.
  - r. All other items not described in the *policy* as *eligible expenses*
  - s. Any fuel costs / charging station fees for electric cars.

### **Organ Transplant Medication Notification**

At least 60 days prior to making any formulary change that alters the terms of coverage for a patient receiving *immunosuppressant drugs* or discontinues coverage for a prescribed immunosuppressant drug that a patient is receiving, We must, to the extent possible, notify the prescribing *physician* and the patient, or the parent or guardian if the patient is a child, or the *spouse* of a patient who is *authorized* to consent to the treatment of the patient. The notification will be in writing and will disclose the formulary change, indicate that the prescribing *physician* may initiate an *appeal*, and include information regarding the procedure for the prescribing *physician* to initiate the *policy's appeal* process.

As an alternative to providing *written* notice, we may provide the notice electronically if, and only if, the patient affirmatively elects to receive such notice electronically. The notification shall disclose the formulary change, indicate that the prescribing *physician* may initiate an *appeal*, and include information regarding the procedure for the prescribing *physician* to initiate the *policy's appeal* process.

At the time a patient requests a refill of the immunosuppressant drug, we may provide the patient with the *written* notification required above along with a 60-day supply of the immunosuppressant drug under the

same terms as previously allowed.

### Urgent Care

Urgent care services include *medically necessary* services by *network providers* and services provided at an *in-network urgent care center* including facility costs and supplies. Care that is needed after a *PCP's* normal business hours is also considered to be urgent care. Your zero-cost *sharing* preventive care *benefits* may not be used at an *urgent care center*.

*Members* are encouraged to contact their *PCP* for an appointment before seeking care from another *provider*, but *network urgent care centers* and walk in clinics can be used when an urgent appointment is not available. If the *PCP* is not available and the condition persists, call the 24/7 Nurse Advice Line, at 1-833-890-0329 (TTY 711). The 24/7 Nurse Advice Line is available twenty-four (24) hours a day, seven (7) days a week. A registered nurse can help you decide the kind of care most appropriate for your specific need.

### Wellness and Other Program Benefits

*Benefits* may be available to *members* for participating in certain programs that we may make available in connection with this *policy*. Such programs may include wellness programs, disease or *care management* programs. These programs may include a reward or an incentive, which you may earn by completing different activities.

If you have a medical condition that may prohibit you from participating in these programs, we may require you to provide verification, such as an affirming statement from your *physician*, that your medical condition makes it unreasonably difficult or inadvisable to participate in the wellness or health improvement program, in order for you to receive the reward or incentive.

You may obtain information regarding the particular programs available at any given time by visiting our website at [www.Ambetter.NebraskaTotalCare.com](http://www.Ambetter.NebraskaTotalCare.com) or by contacting *Member Services* by telephone at 1-833-890-0329 (TTY 711). The *benefits* are available as long as coverage remains active, unless changed by us as described in the programs' terms and conditions. Upon termination of coverage, program *benefits* are no longer available.

All *members* are automatically eligible for the program *benefits* upon obtaining coverage. The programs are optional, and the *benefits* are made available at no additional cost to the *members*. The programs and *benefits* available at any given time are made part of this *policy* by this reference and are subject to change by us through updates available on our website or by contacting us.

*Members* will be able to earn rewards for focusing on their total health. The "My Health Pays" *member* rewards program may offer rewards when members participate in activities focused on eating right, moving more, saving smart and living well. *Members* may have the opportunity to earn rewards for completing activities in the categories below:

Behavior/Action	Notes
Program Activation and Onboarding	Rewards for activating and onboarding onto the program
Online Activities (Power ups and Challenges)	Frequent online activities providing educational content and calls to action focused on targeted wellness behaviors and healthy living
Clinical Activities	Clinical activities focused on <i>health management</i> , including recommended preventive screenings and disease management participation

Earned rewards may be used to shop for items at the online My Health Pays Rewards Store or may be converted into dollars and spent on healthcare-related items. The rewards may be applied towards social determinants.

Rewards for participating in a wellness program are available to all *enrollees*. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward through an alternative means. *Members* should contact *Member Services* by telephone at 1-833-890-0329 (TTY 711) so they can work with you (and, if you wish, with your doctor) to find a wellness program that offers the same reward and is right for you in light of your health.

### **Social Determinants of Health Supplemental Benefits**

*Social determinants of health supplemental benefits* and services may be offered to enrollees to remove barriers to accessing health services and improve overall health outcomes. These are *benefits* and services that we may make available in connection with this *policy*. The *benefits* and services provided may include transportation to health services, assistance with childcare, access to healthy meals, and other relevant services based on need. The *benefits* are available as long as coverage remains active, unless changed by us. Upon termination of coverage, the *benefits* are no longer available. All enrollees are eligible for the *benefits* upon obtaining coverage. The services are optional, and the *benefits* are made available at no additional cost to the enrollees. The *benefits* and services available at any given time are made part of this *policy* by this reference and are subject to change by us through an update to information available on our website or by contacting us.

*Social determinants of health benefits* and services may be offered to enrollees through the “My Health Pays” wellness program and through our websites. *Members* may receive notifications about available *benefits* and services through emails and/or through the “My Health Pays” notification system. To inquire about these *benefits* and services or other *benefits* available, you may visit our website at <https://Ambetter.NebraskaTotalCare.com> or by contacting *Member Services* at 1-833-890-0329 (TTY 711).

### **Care Management Programs**

We understand special health needs and are prepared to help you manage any that you may have. Our *care management* services can help with complex medical or *behavioral health* needs. If you qualify for *care management*, we will partner you with a care manager. Care managers are registered nurses or social workers that are specially trained to help you:

- Better understand and manage your health conditions
- Coordinate services
- Locate community resources

Your care manager will work with you and your doctor to help you get the care you need. If you have a severe medical condition, your care manager will work with you, your *PCP (PCP)* and other *providers* to develop a care plan that meets your needs and your caregiver’s needs.

If you think you could *benefit* from our *care management* program, please call *Member Services* at 1-833-890-0329 (TTY 711).

### **Acquired Brain Injury Services**

*Benefits* for eligible service expenses incurred for *medically necessary* treatment of an *acquired brain injury* will be determined on the same basis as treatment for any other physical condition. Cognitive *rehabilitation* therapy, cognitive communication therapy, neurocognitive therapy and rehabilitation; neurobehavioral, neuropsychological, neurophysiological and psychophysiological testing and treatment; neurofeedback therapy, remediation required for and related to treatment of an *Acquired brain injury*, post-acute

transition services and community reintegration services, including outpatient day treatment services, or any other post-acute treatment services are covered, if such services are necessary as a result of and related to an *Acquired brain injury*.

Treatment for an *acquired brain injury* may be provided at a hospital, an acute or post-acute *rehabilitation* hospital, a skilled nursing facility or any other facility at which appropriate services or therapies may be provided. Service means the work of testing, treatment, and providing therapies to an individual with an *Acquired brain injury*. Therapy means the scheduled remedial treatment provided through direct interaction with the individual to improve a pathological condition resulting from an *Acquired brain injury*.

To ensure that appropriate post-acute care treatment is provided, this plan includes coverage for reasonable expenses related to periodic reevaluation of the care of an individual covered who:

1. Has incurred an *Acquired brain injury*;
2. Has been unresponsive to treatment;
3. Is medically stable; and
4. To ensure that appropriate post-acute care treatment is provided, this plan includes coverage for reasonable expenses related to periodic reevaluation of the care of an individual covered with the expectation that with the provision of these services and support, the person can return to a community-based setting, rather than reside in a facility setting.

Treatment goals for services may include the maintenance of functioning or the prevention of or slowing of further deterioration.

### **Long Term Acute Care (LTACH)**

Long-term acute care hospitals (LTACHs) furnish extended medical and rehabilitative care to individuals with clinically complex problems, such as multiple acute or chronic conditions, that need hospital-level care for relatively extended periods.

Common conditions/services that may be considered *medically necessary* for LTACH level of care included, but are not limited to:

- Complex wound care:
  - Daily *physician* monitoring of wound
  - Wound requiring frequent complicated dressing changes, and possible repeated debridement of necrotic tissue
  - Large wound with possible delayed closure, draining, and/or tunneling or high output
  - fistulas
  - Lower extremity wound with severe ischemia
  - Skin flaps and grafts requiring frequent monitoring
- Infectious disease:
  - Parenteral anti-infective agent(s) with adjustments in dose
  - Intensive sepsis management
- Common conditions include osteomyelitis, cellulitis, bacteremia, endocarditis, peritonitis, meningitis/encephalitis, abscess and wound infections
- Medical complexity:
  - Primary condition and at least two other actively treated co-morbid conditions that require monitoring and treatment
  - Common conditions include metabolic disorders, stroke, heart failure, renal insufficiency, necrotizing pancreatitis, emphysema (COPD), peripheral vascular disease, and malignant/end-stage disease
- Rehabilitation:



- Care needs cannot be met in a *rehabilitation* or skilled nursing facility
- Patient has a comorbidity requiring acute care
- Patient is able to participate in a goal-oriented *rehabilitation* plan of care
- Common conditions include CNS conditions with functional limitations, debilitation,
- Amputation, cardiac disease, orthopedic surgery
- Mechanical ventilator support:
- Failed weaning attempts at an acute care facility
- Patient has received mechanical ventilation for 21 consecutive days for 6 hours or more/day
- Ventilator management required at least every 4 hours as well as appropriate diagnostic services and assessments
- Patient exhibits weaning potential, without untreatable and/or progressive lung and/or neurological conditions
- Patient is hemodynamically stable and not dependent on vasopressors
- Respiratory status is stable with maximum PEEP requirement 10 cm H<sub>2</sub>O, and FiO<sub>2</sub>
- 60 percent or less with O<sub>2</sub> saturation at least 90 percent
- Common conditions include complications of acute lung injury, disorders of the central
- Nervous and neuromuscular systems, and cardiovascular, respiratory, and pleural/chest wall disorders

Patient continues to meet the criteria above and does not meet the criteria to be transitioned to alternate level of care.

### **Lymphedema Benefit**

Treatment of lymphedema is covered when rendered or prescribed by a licensed *physician* or received in a *hospital* or other public or private facility authorized to provide lymphedema treatment. Coverage includes multilayer compression bandaging systems and custom or standard-fit gradient compression garments.

### **Family Planning and Contraception**

Family planning/contraception benefits are covered under preventive care, without *cost sharing* (when provided by a contracted provider). These benefits include the following for adolescent and adult women, in accordance with the most recent guidelines supported by HRSA:

- The full range of contraceptives currently identified by the U.S. Food and Drug Administration (FDA), including: (1) sterilization surgery for women, (2) implantable rods, (3) copper intrauterine devices, (4) intrauterine devices with progestin (all durations and doses), (5) injectable contraceptives, (6) oral contraceptives (combined pill), (7) oral contraceptives (progestin only), (8) oral contraceptives (extended or continuous use), (9) the contraceptive patch, (10) vaginal contraceptive rings, (11) diaphragms, (12) contraceptive sponges, (13) cervical caps, (14) condoms, (15) spermicides, (16) *emergency* contraception (levonorgestrel) and (17) *emergency* contraception (ulipristal acetate).
- Coverage is also available for any additional contraceptives approved, granted, or cleared by the FDA (if the patient and the patient's attending *provider* have determined it to be medically appropriate).
- Contraceptive care, such as: screening, education, provision of contraception, counseling and follow-up care (e.g., management, evaluation and changes, including the removal, continuation and discontinuation of contraceptives).
- Instruction in fertility awareness-based methods, including lactation amenorrhea.

Note: Services that are integral to the furnishing of the above-listed preventive care coverage (e.g., anesthesia provided during sterilization surgery for women), are also included under preventive care,

regardless of whether the service is billed separately.

## General Non-Covered Services and Exclusions

No *benefits* will be provided or paid for:

1. Any service or supply that would be provided without cost to the *member* in the absence of insurance covering the charge.
2. Expenses, fees, taxes, or surcharges imposed on the *member* by a *provider* (including a *hospital*) but that are actually the responsibility of the *provider* to pay.
3. Any services performed by a *member* of the *member's immediate family*.
4. Any services not identified and included as *covered service expenses* under the *policy*. You will be fully responsible for payment for any services that are not *covered service expenses*.
5. Any services where other coverage is primary to Ambetter must be first paid by the primary payor prior to consideration for coverage under Ambetter.
6. For any non-*medically necessary* court ordered care for a medical/surgical or mental health/*substance use disorder* diagnosis, unless required by state law.

Even if not specifically excluded by this *policy*, no *benefit* will be paid for a service or supply unless it is:

1. Administered or ordered by a *physician*; and
2. *Medically necessary* to the diagnosis or treatment of an *injury* or *illness* or covered under the Preventive Care Expense *Benefits* provision.

*Covered service expenses* will not include, and no *benefits* will be provided or paid for any charges that are incurred:

1. For services or supplies that are provided prior to the *effective date* or after the termination date of this *policy*.
2. For any portion of the charges that are in excess of the *eligible expense*.
3. For weight modification, or for surgical treatment of obesity, including wiring of the teeth and all forms of intestinal bypass *surgery*, bariatric *surgery* and weight loss programs, except as specifically covered in the Major Medical Expense *Benefits* section of the *policy*.
4. For the reversal of sterilization and the reversal of vasectomies.
5. For non-therapeutic abortion.
6. For treatment of malocclusions disorders of the temporomandibular joint, or craniomandibular disorders, except as described in *covered service expenses* of the Major Medical Expense *Benefits* provision.
7. For expenses for television, telephone, or expenses for other persons.
8. For marriage, family, or child counseling for the treatment of premarital, marriage, family, or child relationship dysfunctions.
9. For telephone consultations between providers, except those meeting the definition of *telehealth services*, or for failure to keep a scheduled appointment
10. For telephone consultations or for failure to keep a scheduled appointment.
11. For stand-by availability of a *medical practitioner* when no treatment is rendered.
12. For *dental service* expenses, including braces for any medical or dental condition, *surgery* and treatment for oral *surgery*, except as expressly provided for under Major Medical Expense *Benefits*.
13. For *cosmetic treatment*, except for *reconstructive surgery* that is incidental to or follows *surgery* or an *injury* that was covered under the *policy* or is performed to correct a birth defect in a child.
14. Mental health services are excluded for:
  - a. Services for psychological testing associated with the evaluation and diagnosis of learning disabilities;
  - b. Pre-marital counseling;
  - c. Court ordered care or testing or required as a condition of parole or probation. *Benefits* will be allowed for services that are *medically necessary* and would otherwise be covered under this *policy*;
  - d. Testing of aptitude, ability, intelligence or interest; and

- e. Evaluation for the purpose of maintaining employment.
- 15. For charges related to, or in preparation for, tissue or organ transplants, except as expressly provided for under the Transplant Service Expense *Benefits*.
- 16. For eye refractive *surgery*, when the primary purpose is to correct nearsightedness, farsightedness, or astigmatism.
- 17. While confined primarily to receive *rehabilitation, custodial care, educational care, or nursing services* (unless expressly provided for in this *policy*).
- 18. For vocational or recreational therapy, vocational *rehabilitation*, outpatient speech therapy, or occupational therapy, except as expressly provided for in this *policy*.
- 19. For eyeglasses, contact lenses, eye refraction, visual therapy, or for any examination or fitting related to these devices, except as expressly provided in this *policy*.
- 20. For hearing aids, except as expressly provided in this *policy*.
- 21. For *experimental or investigational treatment(s) or unproven services*. The fact that an *experimental or investigational treatment or unproven service* is the only available treatment for a particular condition will not result in *benefits* if the procedure is considered to be an *experimental or investigational treatment or unproven service* for the treatment of that particular condition.
- 22. For treatment received outside the United States, except for a medical *emergency* while traveling for up to a maximum of ninety (90) consecutive days. If travel extends beyond 90 consecutive days, no coverage is provided for medical *emergencies* for the entire period of travel including the first 90 days.
- 23. As a result of an *injury or illness* arising out of, or in the course of, employment for wage or profit, if the *member* is insured, or is required to be insured, by workers' compensation insurance pursuant to applicable state or federal law. If you enter into a settlement that waives a *member's* right to recover future medical *benefits* under a workers' compensation law or insurance plan, this exclusion will still apply. In the event that the workers' compensation insurance carrier denies coverage for a *member's* workers' compensation claim, this exclusion will still apply unless that denial is *appealed* to the proper governmental agency and the denial is upheld by that agency.
- 24. For fetal reduction *surgery*.
- 25. Except as specifically identified as a *covered service expense* under the *policy*, services or expenses for alternative treatments, including acupressure, acupuncture, aroma therapy, hypnotism, massage therapy, rolfing, and other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.
- 26. As a result of any *injury* sustained during or due to participating, instructing, demonstrating, guiding, or accompanying others in any of the following: professional or Semi-professional sports; intercollegiate sports (not including intramural sports); racing or speed testing any motorized vehicle or conveyance (if the *member* is paid to participate or to instruct); racing or speed testing any Non-motorized vehicle or conveyance (if the *member* is paid to participate or to instruct); rodeo sports; horseback riding (if the *member* is paid to participate or to instruct); rock or mountain climbing (if the *member* is paid to participate or to instruct); or skiing (if the *member* is paid to participate or to instruct).
- 27. As a result of any *injury* sustained while operating, riding in, or descending from any type of aircraft if the *member* is a pilot, officer, or member of the crew of such aircraft or is giving or receiving any kind of training or instructions or otherwise has any duties that require him or her to be aboard the aircraft.
- 28. For *prescription drugs* for any *member* who enrolls in Medicare Part D as of the date of his or her enrollment in Medicare Part D. *Prescription drug* coverage may not be reinstated at a later date.
- 29. For the following miscellaneous items: artificial insemination (except where required by federal or state law); blood and blood products; care or complications resulting from non-*covered services*; chelating agents; domiciliary care; food and food supplements, except for what is indicated in the Medical Foods provision; routine foot care, foot orthotics or corrective shoes; health club memberships, unless otherwise covered; home test kits; care or services provided to a non-*member* biological parent; nutrition or dietary supplements; pre-marital lab work; processing fees; *rehabilitation* services for the enhancement of job, athletic, or recreational performance; routine or

elective care outside the *service area*; treatment of spider veins; transportation expenses, unless specifically described in this *policy*.

30. Diagnostic testing, laboratory procedures screenings, or examinations performed for the purpose of obtaining, maintaining, or monitoring employment.
31. For court ordered testing or care unless *medically necessary*.
32. For a *member's illness* or *injury* which is caused by the acts or omissions of a *third party*, we will not cover a *loss* to the extent that it is paid as part of a settlement or judgment by any *third party*.
33. *Surrogacy arrangement*. Health care services, including supplies and medication, to a *surrogate*, including a *member* acting as a *surrogate* or utilizing the services of a *surrogate* who may or may not be a *member*, and any child born as a result of a *surrogacy arrangement*. This exclusion applies to all health care services, supplies and medication to a *surrogate* including, but not limited to:
  - a. Prenatal care;
  - b. Intrapartum care (or care provided during delivery and childbirth);
  - c. Postpartum care (or care for the *surrogate* following childbirth);
  - d. Mental Health Services related to the *surrogacy arrangement*;
  - e. Expenses relating to donor semen, including collection and preparation for implantation;
  - f. Donor gamete or embryos or storage of same relating to a *surrogacy arrangement*;
  - g. Use of frozen gamete or embryos to achieve future conception in a *surrogacy arrangement*;
  - h. Preimplantation genetic diagnosis relating to a *surrogacy arrangement*;
  - i. Any complications of the child or *surrogate* resulting from the *pregnancy*; or
  - j. Any other health care services, supplies and medication relating to a *surrogacy arrangement*.
  - k. Any and all health care services, supplies or medication provided to any child birthed by a *surrogate* as a result of a *surrogacy arrangement* are also excluded, except where the child is the adoptive child of insureds possessing an active *policy* with us and/or the child possesses an active *policy* with us at the time of birth.
34. For any medicinal and recreational use of cannabis or marijuana.
35. For expenses for services related to dry needling.
36. For expenses, services, and treatments from a Naprapathic specialists for conditions caused by contracted, injured, spasmed, bruised, and/or otherwise affected myofascial or connective tissue.
37. For expenses, services, and treatments from a Naturopathic specialists for treatment of prevention, self-healing and use of natural therapies.
38. For the treatment of infertility. Note: Coverage is available for diagnosis and services required to correct underlying medical causes of infertility.

# Termination

## Termination of Policy

All coverage will cease on termination of this *policy*. This *policy* will terminate on the earliest of:

1. Nonpayment of premiums when due, subject to the Grace Period provision in this *policy*;
2. The date we receive a request from you to terminate this *policy*, or any later date stated in your request, or if you are enrolled through the Health Insurance Marketplace, the date of termination that the Health Insurance Marketplace provides us upon your request of cancellation to the Health Insurance Marketplace;
3. The date we decline to renew this *policy*, as stated in the Discontinuance provision;
4. The date of your death, if this *policy* is an individual plan;
5. The date a *member's* eligibility for coverage under this *policy* ceases due to any of the reasons stated in the Ongoing Eligibility section in this *policy*; or
6. The date a *member's* eligibility for coverage under this *policy* ceases as determined by the Health Insurance Marketplace.

## Refund upon Cancellation

We will refund any premium paid and not earned due to *policy* termination. You may cancel the *policy* at any time by providing *written* notice to the entity in which you enrolled. Such cancellation shall become effective upon receipt, or on such later date specified in the notice. If you cancel, we shall promptly return any unearned portion of the premium paid, but in any event shall return the unearned portion of the premium within 30 days. The earned premium shall be computed on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the *effective date* of the cancellation.

## Reinstatement

We will reinstate a *policy* when it is erroneously terminated or cancelled. The reinstatement will result in restoration of the enrollment with no break in coverage.

## Discontinuance

90-Day Notice: If we discontinue offering all policies issued on this form, for all residents of the state where you reside, we will provide a *written* notice to you at least 90 days prior to the date that we discontinue coverage. You will be offered an option to purchase any other coverage in the individual market we offer in your state at the time of discontinuance of this *policy*. This option to purchase other coverage will be on a guaranteed issue basis without regard to health status.

180-Day Notice: If we discontinue offering and refuse to renew all individual policies in the individual market in the state where you reside, we will provide a *written* notice to you and the Commissioner of Insurance at least 180 days prior to the date that we stop offering and terminate all existing individual policies in the individual market in the state where you reside.

## Right of Reimbursement

As used herein, the term “*third party*” means any party that is, or may be, or is claimed to be responsible for *injuries* or *illness* to a *member*. Such *injuries* or *illness* are referred to as “*third party injuries*.” “Responsible party” includes any parties actually, possibly or potentially responsible for payment of expenses associated with the care or treatment of *third-party injuries*.

If this plan provides *benefits* under this *policy* to a *member* for expenses incurred due to *third party injuries*, then Ambetter from Nebraska Total Care retains the right to repayment of the full cost of all *benefits* provided by this plan on behalf of the *member* that are associated with the *third-party injuries*. Ambetter from Nebraska Total Care’s rights of recovery apply to any recoveries made by or on behalf of the *member* from any sources, including but not limited to:

- Payments made by a *third party* or any insurance company on behalf of the *third party*;
- Any payments or awards under an uninsured or underinsured motorist coverage policy;
- Any Workers’ Compensation or disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners medical payments coverage or premises or homeowners insurance coverage; and
- Any other payments from a source intended to compensate a *member* for *third party injuries*.

By accepting *benefits* under this plan, the *member* specifically acknowledges Ambetter from Nebraska Total Care’s right of recovery. When this plan provides health care *benefits* for expenses incurred due to *third party injuries*, Ambetter from Nebraska Total Care shall be included in the *member’s* rights of recovery against any party to the extent of the full cost of all *benefits* provided by this plan. Ambetter from Nebraska Total Care may proceed against any party with or without the *member’s* consent.

By accepting *benefits* under this plan, the *member* also specifically acknowledges Ambetter from Nebraska Total Care’s right of reimbursement. This right of reimbursement attaches when this plan has provided health care *benefits* for expenses incurred due to *third party injuries* and the *member* or the *member’s* representative has recovered any amounts from any source. Ambetter from Nebraska Total Care’s right of reimbursement is cumulative with and not exclusive of Ambetter from Nebraska Total Care’s right of recovery and Ambetter from Nebraska Total Care may choose to exercise either or both rights of recovery.

As a condition for our payment, the *member* or anyone acting on his or her behalf (including, but not limited to, the guardian, legal representatives, estate, or heirs) agrees:

1. To fully cooperate with us in order to obtain information about the *loss* and its cause.
2. To immediately inform us in writing of any claim made or lawsuit filed on behalf of a *member* in connection with the *loss*.
3. To include the amount of *benefits* paid by us on behalf of a *member* in any claim made against any *third party*.
4. To give Ambetter from Nebraska Total Care a first-priority lien on any recovery, settlement or judgment or other sources of compensation which may be had from any party to the extent of the full cost of all *benefits* associated with *third party injuries* provided by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement).
5. To pay, as the first priority, from any recovery, settlement, judgment, or other source of compensation, any and all amounts due Ambetter from Nebraska Total Care as reimbursement for the full cost of all *benefits* associated with *third party injuries* provided by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement).
6. That we:
  - a. Will have a lien on all money received by a *member* in connection with the *loss* equal to the *benefit* amount we have provided or paid.
  - b. May give notice of that lien to any *third party* or *third party’s* agent or representative.

- c. Will have the right to intervene in any suit or legal action to protect our rights.
  - d. Are entitled to all of the rights of the *member* against any *third party* to the extent of the *benefits* paid on the *member's* behalf.
  - e. May assert the right of reimbursement independently of the *member*.
7. To take no action that prejudices our reimbursement rights. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all *benefits* provided by this plan.
  8. To sign, date, and deliver to us any documents we request that protect our reimbursement rights.
  9. To not settle any claim or lawsuit against a *third party* without providing us with *written* notice of the intent to do so.
  10. To reimburse us from any money received from any *third party* to the extent of *benefits* we paid for the *illness* or *injury*, whether obtained by settlement, judgment, or otherwise, and whether or not the *third party's* payment is expressly designated as a payment for medical expenses.
  11. That we may reduce other *benefits* under the *policy* by the amounts a *member* has agreed to reimburse us.

We have the right to be reimbursed in full regardless of whether or not the *member* is fully compensated by any recovery received from any *third-party* settlement, judgment, or otherwise.

We will not pay attorney fees or costs associated with the *member's* claim or lawsuit. In the event you or your representative fail to cooperate with Ambetter from Nebraska Total Care, you shall be responsible for all *benefits* paid by this plan in addition to costs and attorney's fees incurred by Ambetter from Nebraska Total Care in obtaining repayment.

If a dispute arises as to the amount a *member* must reimburse us, the *member* (or the guardian, legal representatives, estate, or heirs of the *member*) agrees to place sufficient funds in an escrow or trust account to satisfy the maximum lien amount asserted by us until the dispute is resolved.



# Coordination of *Benefits*

We coordinate *benefits* with other payers when a *member* is covered by two or more group health *benefit* plans. Coordination of *Benefits* (COB) is the industry standard practice used to share the cost of care between two or more carriers when a *member* is covered by more than one health *benefit* plan.

It is a contractual provision of a majority of health *benefit* policies. Ambetter complies with Federal and state regulations for COB and follows COB guidelines published by National Association of Insurance Commissioners (NAIC).

Under COB, the *benefits* of one plan are determined to be primary and are first applied to the cost of care. After considering what has been covered by the primary plan, the secondary plan may cover the cost of care up to the fully allowed expense according to the plan's payment guidelines. Ambetter Claims COB and Recovery Unit procedures are designed to avoid payment in excess of allowable expense while also making sure claims are processed both accurately and timely.

"Allowable expense" is the necessary, reasonable, and customary item of expense for health care, when the item is covered at least in part under any of the plans involved, except where a statute requires a different definition. When a plan provides *benefits* in the form of services, the reasonable cash value of each service will be considered as both an allowable expense and a *benefit* paid.

"Plan" as used in this section, is a form of coverage *written* on an expense-incurred basis with which coordination is allowed.

The term "Plan" includes:

1. Group health insurance *benefits* and group blanket or group remittance health *benefits* coverage, whether uninsured arrangements of group coverage, insured, self-insured, or self-funded. This includes group HMO insurance and other prepayment, group practice and individual practice plans, and blanket contracts, except as excluded below.
2. Plan includes medical *benefits* coverage, in group and individual automobile "no-fault" and traditional liability "fault" type contracts.
3. Plan includes *hospital*, medical, and surgical *benefits* coverage of Medicare or a governmental plan offered, required, or provided by law, except Medicaid.
4. Plan does not include blanket school accident coverage or coverages issued to a substantially similar group (e.g., Girl Scouts, Boy Scouts) where the school or organization pays the premiums.
5. Plan does not include Individual or Family: Insurance contracts, direct payment *subscriber* contracts, coverage through health maintenance organizations (HMO's) or coverage under other prepayment, group practice and individual practice plans.
6. Plan whose *benefits* are by law excess to any private *benefits* coverage.

"Primary plan" is one whose *benefits* must be determined without taking the existence of any *other plan* into consideration. A plan is primary if either:

1. The plan has no order of *benefits* rules or its rules differ from those required by regulation; or
2. All plans which cover the person use the order of *benefits* rules required by regulation and under those rules the plan determines its *benefits* first. More than one plan may be a primary plan (for example, two plans which have no order of *benefit* determination rules).

"Secondary plan" is one which is not a primary plan. If a person is covered by more than one secondary plan, the order of *benefit* determination rules decide the order in which their *benefits* are determined in relation to each other.

## Order of Benefit Determination Rules

The first of the rules listed below in paragraphs 1-6 that applies will determine which plan will be primary:

1. The primary plan pays or provides its *benefits* as if the secondary plan or plans did not exist. A Plan may consider *benefits* paid or provided by any *other plan* in determining its *benefits* only when it is secondary to that *other plan*.
2. If the *other plan* does not contain a coordination of *benefits* provision that is consistent with this provision is always primary. There are two exceptions:
  - a. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of *benefits* may provide that the supplementary coverage shall be excess to any other parts of the plan provided by the *policy holder*, and
  - b. Any noncontributory group or blanket insurance coverage which is in force on January 1, 1987, which provides excess major medical *benefits* intended to supplement any basic *benefits* on a *covered person* may continue to be excess to such basic *benefits*.

The first of the following rules that describes which plan pays its *benefits* before another plan is the rule to use.

1. If the person receiving *benefits* is the *member* and is only covered as an *eligible dependent* under the *other plan*, this *policy* will be primary.
2. Subject to State Statutes: Social Security Act of 1965, as amended makes Medicare secondary to the plan covering the person as a dependent of an active employee, the order of *benefit* determination is:
  - a. If a child is covered under the plans of both parents and the parents are not separated or divorced, the plan of the parent whose birthday falls earlier in the year (excluding year of birth) shall be primary.
  - b. If both parents have the same birthday, the plan which covered the parent longer will be primary. To determine whose birthday falls earlier in the year, only the month and day are considered. However, if the *other plan* does not have this birthday rule, but instead has a rule based on the sex of the parent and as a result the plans do not agree on which is primary, then the rule in the *other plan* will determine which plan is primary.
3. If a child is covered by both parents' plans, the parents are separated or divorced, and there is no court decree between the parents that establishes financial responsibility for the child's health care expenses:
  - a. The plan of the parent who has custody will be primary.
  - b. If the parent with custody has remarried, and the child is also covered as a child under the stepparent's plan, the plan of the parent with custody will pay first, the stepparent's plan will pay second, and the plan of the parent without custody will pay third.
  - c. If a court decree between the parents says which parent is responsible for the child's health care expenses, then that parent's plan will be primary if that plan has actual knowledge of the decree.
4. If the person receiving services is covered under one plan as an active employee or *member* (i.e., not laid-off or retired), or as the *spouse* or child of such an active employee and is also covered under another plan as a laid-off or retired employee or as the *spouse* or child of such a laid-off or retired employee, the plan that covers such person as an active employee or *spouse* or child of an active employee will be primary. If the *other plan* does not have this rule, and as a result the plans do not agree on which will be primary, this rule will be ignored.
5. If none of the above rules determine which plan is primary, the plan that covered the person receiving services longer will be primary.

## Effects of Coordination

When this plan is secondary, its *benefits* will be reduced so that the total *benefits* paid by the primary plan and this plan during a claim determination period will not exceed Ambetter's maximum available *benefit* for each *covered service*. Also, the amount Ambetter pays will not be more than the amount Ambetter would

pay if Ambetter were primary. As each claim is submitted, Ambetter will determine its obligation to pay for allowable expenses based upon all claims that have been submitted up to that point in time during the claim determination period.

**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*. We may get the facts we need 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.

# Claims

## Notice of Claim

We must receive notice of claim within 20 days of the date the *loss* began or as soon as reasonably possible.

## Claim Forms

When a request for a claim form or the notice of a claim is provided to us, we will provide the claimant the claim forms required for filing. If the claimant does not receive these claim forms within 15 days after we receive the notice of claim or the request for a claim form, the claimant will be considered to meet the proof of *loss* requirement of this *policy*.

## Proof of Loss

We must receive *written proof of loss* within 90 days of the *loss* or as soon as is reasonably possible. *Proof of loss* furnished more than one year late will not be accepted, unless you or your covered *dependent member* had no legal capacity to submit such proof during that year.

## How to Submit a Claim

*Providers* will typically submit claims on your behalf, but sometimes you may need to submit claims yourself for *covered services*. This usually happens if:

- Your *provider* is not contracted with us
- You have an out-of-area *emergency*.

If you have paid for services we agreed to cover, you can request reimbursement for the amount you paid. We can adjust your *deductible*, *copayment* or *cost sharing* to reimburse you.

To request reimbursement for a *covered service*, you need a copy of the detailed claim from your provider. You will also need to submit a copy of the *member* reimbursement claim form posted at [Ambetter.NebraskaTotalCare.com](http://Ambetter.NebraskaTotalCare.com) under "*Member Resources*". Send all the documentation to us at the following address:

Ambetter from Nebraska Total Care  
Attn: Claims Department  
P.O. Box 5010  
Farmington, MO 63640-5010

## Cooperation Provision

Each *member*, or other person acting on his or her behalf, must cooperate fully to assist us in determining our rights and obligations under the *policy* and as often as may be reasonably necessary:

1. Sign, date, and deliver to us *authorizations* to obtain any medical or other information, records or documents we deem relevant from any person or entity.
2. Obtain and furnish to us, or our representatives, any medical or other information, records or documents we deem relevant.
3. Answer, under oath or otherwise, any questions we deem relevant, which we or our representatives may ask.
4. Furnish any other information, aid or assistance that we may require, including without limitation, assistance in communicating with any person or entity (including requesting any person or entity to promptly provide to us, or our representative, any information, records or documents requested by us).

If any *member*, or other person acting on his or her behalf, fails to provide any of the items or information requested or to take any action requested, the claim(s) will be closed and no further action will be taken by

us unless and until the item or information requested is received or the requested action is taken, subject to the terms and conditions of the *policy*.

In addition, failure on the part of any *member*, or other person acting on his or her behalf, to provide any of the items or information requested or to take any action requested may result in the denial of the claim at issue to the *member*.

### **Time for Payment of Claims**

*Benefits* will be paid within 30 days for clean claims filed electronically or on paper. "Clean claims" means a claim submitted by you or a *provider* that has no defect, impropriety, or particular circumstance requiring special treatment preventing payment. If we have not received the information, we need to process a claim, we will ask for the additional information necessary to complete the claim. You will receive a copy of that request for additional information. In those cases, we cannot complete the processing of the claim until the additional information requested has been received. We will make our request for additional information within 20 days of our initial receipt of the claim and will complete our processing of the claim within 30 days after our receipt of all requested information.

### **Payment of Claims**

Except as set forth in this provision, all *benefits* are payable to you. Any accrued *benefits* unpaid at your death, or your *dependent member's* death may, at our option, be paid either to the beneficiary or to the estate. If any *benefit* is payable to your or your *dependent member's* estate, or to a beneficiary who is a minor or is otherwise not competent to give valid release, we may pay up to \$5,000 to any relative who, in our opinion, is entitled to it.

We may pay all or any part of the *benefits* provided by this *policy* for *hospital*, surgical, nursing, or medical services, directly to the *hospital* or other person rendering such services.

Any payment made by us in good faith under this provision shall fully discharge our obligation to the extent of the payment. We reserve the right to deduct any overpayment made under this *policy* from any future *benefits* under this *policy*.

### **Foreign Claims Incurred For Emergency Care**

Medical *emergency* care is a *covered service* while traveling for up to a maximum of 90 consecutive days. If travel extends beyond 90 consecutive days, no *benefit* coverage is provided for medical *emergencies* for the entire period of travel including the first 90 days.

Claims incurred outside of the United States for *emergency* care and treatment of a *member* must be submitted in English or with an English translation, at the *member's* expense with 180 calendar days from the date of service. Foreign claims must include the applicable medical records in English or with an English translation, at the *member's* expense to show proper *proof of loss* and evidence of any payment(s) to the *provider*.

Foreign claims must be submitted with the *Member Reimbursement Medical Claim Form*, along with all requested documents as detailed on the claim form. All forms and *member* resources are available at <https://Ambetter.NebraskaTotalCare.com>.

The amount of reimbursement will be based on the following:

- *Member's Benefit Plan* and *member* eligibility on date of service
- *Member's Responsibility/Share of Cost* based on date of service.
- Currency Rate at the time of completed transaction, Foreign Country currency to United States currency.

Once the health plan has reviewed all the necessary documentation and the *emergency* claim has been processed, a *member* Explanation of *Benefits* (EOB) will be mailed. The EOB will identify *member* responsibility according to the *member benefit* plan at the time of travel. If services are deemed as a true medical *emergency*, *member* will be issued reimbursement payment for any eligible incurred costs, minus *member* cost share obligation.

### **Assignment**

We will reimburse a *hospital* or health care *provider* if:

1. Your health insurance *benefits* are assigned by you in writing; and
2. We approve the assignment.

Any assignment to a *hospital* or person providing the treatment, whether with or without our approval, shall not confer upon such *hospital* or person, any right or privilege granted to you under the *policy* except for the right to receive *benefits*, if any, that we have determined to be due and payable.

### **Medicaid Reimbursement**

The amount provided or payable under this *policy* will not be changed or limited for reason of a *member* being eligible for coverage under the Medicaid program of the state in which he or she lives.

We will pay the *benefits* of this *policy* to the state if:

1. A *member* is eligible for coverage under his or her state's Medicaid program; and
2. We receive proper *proof of loss* and notice that payment has been made for *covered service expenses* under that program.

Our payment to the state will be limited to the amount payable under this *policy* for the *covered service expenses* for which reimbursement is due. Payment under this provision will be made in good faith. It will satisfy our responsibility to the extent of that payment.

### **Custodial Parent**

This provision applies if the parents of a covered *eligible child* are divorced or legally separated and both the custodial parent and the non-custodial parent are subject to the same court or administrative order establishing custody. The custodial parent, who is not a *member*, will have the rights stated below if we receive a copy of the order establishing custody.

Upon request by the custodial parent, we will:

1. Provide the custodial parent with information regarding the terms, conditions, *benefits*, exclusions, and limitations of the *policy*;
2. Accept claim forms and requests for claim payment from the custodial parent; and
3. Make claim payments directly to the custodial parent for claims submitted by the custodial parent. Payment of claims to the custodial parent, which are made under this provision, will fully discharge our obligations.

A custodial parent may, with our approval, assign claim payments to the *hospital* or *medical practitioner* providing treatment to an *eligible child*.

### **Change of Beneficiary**

The right to change of beneficiary is reserved to the *member* and the consent of the beneficiary, or beneficiaries, shall not be requisite to surrender or assignment of this *policy* or to any other changes in this policy.

### **Physical Examination and Autopsy**

We shall have the right and opportunity to examine a *member* while a claim is pending or while a dispute over the claim is pending and to make an autopsy in case of death where it is not forbidden by law. These examinations are made at our expense and as often as we may reasonably require.

**Legal Actions**

No suit may be brought by you on a claim sooner than 60 days after the required *proof of loss* is given. No suit may be brought more than three years after the date *proof of loss* is required.

# Grievance, Appeal, and External Review Procedures

## Internal Procedures Grievance

Ambetter from Nebraska Total Care has a *grievance* procedure which allows you the opportunity to resolve your issues and *complaints*. The process is voluntary and is available for review of the policy, quality of care or quality of service issues that affect you. The *grievance* process does not apply to *complaints* based solely on the basis that the *policy* does not cover the service or limits *benefits* for the health care service in question, provided that the exclusion of the specific service requested is clearly stated in the *policy*.

*Grievances* are normally, but not limited to, the following concerns:

1. Availability, delivery or quality of health care services;
2. Matters pertaining to the contractual relationship between a *covered person* and Ambetter from Nebraska Total Care;
3. Matters pertaining to the contractual relationship between a health care *provider* and Ambetter from Nebraska Total Care; and
4. Contract reformation or amendment disputes.

## Filing a Grievance

*Grievances* may be requested by a *member* or *authorized representative*. *Grievances* may be filed orally by calling 1-833-890-0329 (TTY 711) or in writing by mailing us a letter or the *Grievance and Appeal* Form from our website to:

Ambetter from Nebraska Total Care  
PO Box 10341  
Van Nuys, CA 91410

A *member* or *authorized representative* has the right to submit *written* comments, documents, records, and other information relating to the claim for *benefits*, and the right to review the claim file. However, the *member* does not have the right to attend, or to have a representative in attendance, at the *grievance* review.

## Applicability/Eligibility

The internal *grievance* procedures apply to any *hospital* or medical *policy* or certificate or conversion plans, but not to accident only or disability only insurance.

An eligible grievant is:

1. A *member*;
2. Person *authorized* to act on behalf of the member. **Note:** *Written authorization* is not required; however, if received, we will accept any *written* expression of *authorization* without requiring specific form, language, or format;
3. In the event the *member* is unable to give consent: a *spouse*, family member, or the treating *provider*. In the event of an *expedited grievance*: the person for whom the insured has verbally given *authorization* to represent the claimant.

**Important:** *Grievances* with respect to *adverse determinations* are referred to in this document as *appeals* and will follow the standard Patient Protection and Affordable Care Act (PPACA) internal *appeals* procedures as explained herein.

## Acknowledgement

Within five (5) business days of receipt of a *grievance*, a *written* acknowledgment to the *member* or *authorized representative* confirming receipt of the *grievance* must be delivered or deposited in the mail. When acknowledging a *grievance* filed by an *authorized representative*, the acknowledgement shall include



a clear and prominent notice that health care information or medical records may be disclosed only if permitted by law.

1. The acknowledgement shall state that unless otherwise permitted under applicable law, informed consent is required and the acknowledgement shall include an informed consent form for that purpose;
2. If such disclosure is prohibited by law, health care information or medical records may be withheld from an *authorized representative*, including information contained in its resolution of the *grievance*; and
3. A *grievance* submitted by an *authorized representative* will be processed regardless of whether health care information or medical records may be disclosed to the *authorized representative* under applicable law.

### **Resolution Timeframes**

Ambetter from Nebraska Total Care will issue a *written* decision, in clear terms, to the *member* and *authorized representative*, if applicable, within 15 business days after receiving the *grievance*. Ambetter from Nebraska Total Care may extend the timeframe for disposition of a *complaint* for up to 15 business days if the *member* requests the extension or if the *member* gives consent.

### **Right to Participate**

A *member* or *authorized representative*, who has filed a *grievance* has the right to submit comments to the *Grievance* and *Appeals* Department. The *member* or *authorized representative* is entitled to request a copy of documentation reviewed by the *Grievance* and *Appeals* Department in making its determination.

### **Written Grievance Response**

*Grievance* response letters shall describe, in detail, the *grievance* procedure and the notification shall include the specific reasons for the denial, determination, or initiation of disenrollment.

Our *written* decision to the *member* must include:

1. The names, titles of the person or persons acting as the reviewer or reviewers participating in the *grievance* review process;
2. A statement of the reviewers' understanding of the *member's grievance*;
3. The reviewers' decision in clear terms and the *policy* basis in sufficient detail for the covered person to respond further to the health carrier's position;
4. A reference to the evidence or documentation used as the basis for the decision; and
5. Notice of the covered person's right to contact the director's office. The notice shall contain the telephone number and address of the director's office.

### **Appeals (Adverse Determination Grievances)**

When we deny a claim for a treatment or service, or we deny the *member's* request to authorize treatment or service, our decision is known as an *adverse determination*. The *member*, their *provider* or *authorized representative* can request an *appeal* of our decision. If we rescind the *member's* coverage or deny the *member's* application for coverage, the *member*, their *provider* or *authorized representative* may also *appeal* our decision. When we receive an *appeal*, we are required to review our own decision.

### **Filing an Appeal**

*Appeals* must be filed in writing by completing the *Grievance* and *Appeals* Form from our website or sending a *written appeal* along with copies of any supporting documents and mailed or faxed to:

Ambetter from Nebraska Total Care  
PO Box 10341  
Van Nuys CA 91410  
Fax: 1-833-886-7956

### **Time Limits for filing an appeal**

The *member*, *their provider* or *authorized representative* must file the internal *appeal* within 180 calendar days of the receipt of the notice of denial (an *adverse determination*). Failure to file within this time limit may result in the company's declining to consider the *appeal*.

### **Applicability/Eligibility**

The internal *appeal* procedures apply to any *hospital* or medical *policy* or certificate or conversion plans, but not to accident only or disability only insurance.

An eligible appellant is:

1. A *member*;
2. Person *authorized* to act on behalf of the *member*. **Note:** *Written authorization* is required;
3. In the event the *member* is unable to give consent: a *spouse*, family member, or the treating *provider*; or
4. In the event of an *expedited appeal*: the person for whom the insured has verbally given *authorization* to represent the appellant.

### **Acknowledgement:**

Within three business days of receipt of an *appeal*, a *written* acknowledgment to the member, the *provider* or *authorized representative* confirming receipt of the *appeal* must be delivered or deposited in the mail.

When acknowledging an *appeal* filed by an *authorized representative*, the acknowledgement shall include a clear and prominent notice that the health care information or medical records may be disclosed only if permitted by law.

1. The acknowledgement will state that unless otherwise permitted under applicable law, informed consent is required and the acknowledgement shall include an informed consent form for that purpose;
2. If such disclosure is prohibited by law, health care information or medical records may be withheld from an *authorized representative*, including information contained in its resolution of the *appeal*; and
3. An *appeal* submitted by an *authorized representative* will be processed regardless of whether health care information or medical records may be disclosed to the *authorized representative* under applicable law.

### **Resolution Timeframes:**

*Appeals* will be resolved and we will notify the *member* in writing with the *appeal* decision within 15 business days.

Ambetter from Nebraska Total Care may seek *member's* approval to extend the time for providing a decision for 15 business days after the expiration of the initial period, or if the plan determines that such an extension is necessary for reasons beyond the control of the plan. There is no provision for extensions in the case of claims involving urgent care or *expedited appeals*.

A *member* shall be provided, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the *member's* claim for *benefits*. All comments, documents, records and other information submitted by the *member* relating to the issue or claim for *benefits*, regardless of whether such information was submitted or considered in the initial *adverse determination*, will be considered in the internal *appeal*.

1. The *member* will receive from the plan, as soon as possible, any new or additional evidence considered by the reviewer. The plan will give the *member* 10 calendar days to respond to the new

- information before making a determination, unless the State turnaround time for response is due in less than 10 days. If the State turnaround time is less than 10 days, the *member* will have the option of delaying the determination for a reasonable period of time to respond to the new information; or
2. The *member* will receive from the plan, as soon as possible, any new or additional medical rationale considered by the reviewer. The plan will give the *member* 10 calendar days to respond to the new medical rationale before making a determination, unless the State turnaround time for response is due in less than 10 days. If the State turnaround time is less than 10 days, the *member* will have the option of delaying the determination for a reasonable period of time to respond to the new medical rationale.

### **Expedited Appeal**

An *expedited appeal* may be submitted orally or in writing. If submitted orally, the request must be followed up by a brief *written appeal*. All necessary information, including our determination on review, will be transmitted between the *member* and us by telephone, facsimile, or other available similarly expeditious method. An *expedited appeal* shall be resolved as expeditiously as the *member's* health condition requires, but not more than 72 hours after receipt of the *appeal*.

An *expedited appeal* means an *appeal* where any of the following applies:

1. The duration of the standard resolution process will result in serious jeopardy to the life or health of the *member* or the ability of the *member* to regain maximum function.
2. In the opinion of a *provider* with knowledge of the *member's* medical condition, the *member* is subject to severe pain that cannot be adequately managed without the care or treatment that is the subject of the *appeal*.

If the *expedited appeal* involves an *adverse determination* with respect to a concurrent review of an urgent care request, the service shall be continued until the *member* or *authorized representative* has been notified of the determination or until the healthcare *provider* determines that the urgent care is no longer appropriate or necessary. This does not apply to requests for extensions.

Upon *written* request, we will mail or electronically mail a copy of the *member's* complete *policy* to the *member*, the *provider* or *authorized representative* as expeditiously as the *appeal* is handled.

### **Simultaneous expedited appeal and external review**

The *member* or *authorized representative*, may request an *expedited appeal* and an expedited external review (see External Review provision) if either of the following apply:

1. The *member* has a medical condition in which the timeframe for completion of an expedited review of the *appeal* involving an *adverse determination* would seriously jeopardize the life or health of the covered person or would jeopardize the member's ability to regain maximum function; or
2. The *adverse determination* involves a denial of coverage based upon a determination that the recommended or requested health care service or treatment is *experimental or investigational* and the *member's* treating *physician* certifies in writing that the recommended or requested health care service or treatment that is the subject of the *adverse determination* would be significantly less effective if not promptly initiated.

### **Right to Participate**

A *member* or *authorized representative*, who has filed an *appeal* has the right to submit *written* comments, documents, records and other information to the *Grievance and Appeals Department*. The *member* or *authorized representative* is entitled to request a copy of the documentation reviewed by the *Grievance and Appeals Department* in making its determination. The *member* must submit questions or comments to the *Grievance and Appeals Department* in writing within a period of time provided in the notice to the *member* of the *appeals* process.

### **Continuing Coverage**

The plan cannot terminate the *member's benefits* until their *appeal* rights have been exhausted. However, if the plan's decision is ultimately upheld, the *member* may be responsible to pay any outstanding claims or reimbursing the plan for claim payments it made during the time of the *appeals*.

### **Cost and Minimums for Appeals**

There is no cost to the *member* to file an *appeal* and there is no minimum amount required to be in dispute.

### **Rescission of coverage**

If the plan rescinds the *member's* coverage, the *member* may file an *appeal* of that determination. The plan cannot terminate the *member's benefits* until their *appeal* rights have been exhausted. Since a *rescission* means that no coverage ever existed, if the plan's decision to rescind is upheld, the *member* will be responsible for payment of all claims for health care services.

### **Emergency medical services**

If the plan denies a claim for an *emergency* medical service, the *member's appeal* will be handled as an *expedited appeal*. The plan will advise the *member* at the time it denies the claim that they can file an *expedited appeal*. If the *member* has filed for an *expedited appeal*, the *member* may also file for an expedited external review (see 'Simultaneous *expedited appeal* and external review').

### **Written Appeal Response**

*Appeal* response letter (*final adverse determinations*) will be *written* in a manner to be understood by the *member* and the notification shall include the specific reasons for the denial, determination, or initiation of disenrollment.

Our *written* decision (*for an adverse determination appeal*) will include:

1. The names, titles, and qualifying credentials of the person or persons acting as the reviewer or reviewers participating in the *appeal* review process;
2. A statement of the reviewers' understanding of the covered person's *appeal*;
3. The reviewers' decision in clear terms and the *policy* basis or medical rationale in sufficient detail for the covered person to respond further to the health carrier's position;
4. A reference to the evidence or documentation used as the basis for the decision;
5. The instructions for requesting a *written* statement of the clinical rationale, including the clinical review criteria used to make the determination;
6. Notice of the covered person's right to contact the director's office. The notice shall contain the telephone number and address of the director's office.
7. Any corrective action taken on the *appeal*;
8. Reference to the specific plan or *policy* provision on which the determination is based;
9. A statement that the *member* is entitled to receive, upon request and free of charge, reasonable access to and, copies of all documents, records and other information relevant to the *member's* issue;
10. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the *adverse determination*, either the specific rule, guideline, protocol or other similar criterion; or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the *adverse determination* and that a copy of the rule, guideline, protocol or other similar criterion will be provided free of charge to the *member* upon request;
11. If the *adverse determination* is based on *medical necessity* or *experimental treatment* or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the *member's* medical circumstances or a statement that such explanation will be provided free of charge upon request;
12. A description of the procedures for obtaining an external review of the *final adverse determination*; and

13. If applicable:

- a. Identification of medical experts whose advice was obtained on behalf of the health plan, without regard to whether the advice was relied upon in making the *adverse determination*;
- b. The date of service;
- c. The health care *provider's* name;
- d. The claim amount;
- e. The diagnosis and procedure codes with their corresponding meanings, or an explanation that the diagnosis and/or procedure codes are available upon request;
- f. Ambetter from Nebraska Total Care's denial code with corresponding meaning;
- g. A description of any standard used, if any, in denying the claim;
- h. A description of the external review procedures, if applicable;
- i. The right to bring a civil action under state or federal law;
- j. A copy of the form that authorizes Ambetter from Nebraska Total Care to disclose protected health information, if applicable;
- k. That assistance is available by contacting the Nebraska Department of Insurance, if applicable; and
- l. A culturally linguistic statement based upon the *member's* county or state of *residence* that provides for oral translation of the *adverse determination*, if applicable.

### **Complaints received from the State Department of Insurance**

The Department of Insurance (DOI) *director* may require us to treat and process any *complaint* received by the State Department of Insurance by, or on behalf of, a *member* as a *grievance* as appropriate. We will process the State Department of Insurance *complaint* as a *grievance* when the *director* provides us with a *written* description of the *complaint*. We will have 15 business days from the date the *complaint* is sent to us to respond to the DOI's request for information.

The DOI Consumer Affairs Division will try to complete its review within a month. However, if the issue is a complex one, or if they need to gather more information, it may take longer. Once the review is completed, a copy of the response will be sent to the *member* along with a summary of their findings.

To file a DOI complaint, the *member* can do so electronically at [doi.nebraska.gov](http://doi.nebraska.gov) or may call the toll-free Consumer Hotline at 1-877-564-7323 and request that a paper form be mailed to them.

### **External Review**

An external review decision is binding on us. An external review decision is binding on the *member* except to the extent the *member* has other remedies available under applicable federal or state law. We will pay for the costs of the external review performed by the independent reviewer. The *member* or *authorized representative*, if applicable, may not file a subsequent request for external review involving the same *adverse determination* or *final adverse determination* for which the *member* has already received an external review decision.

The *member* has four (4) months from the date of a denial of payment on a claim or receipt of an *adverse determination/final adverse determination* notice to request an external review. An external review may be requested through the DOI via the external review secure portal, which will allow the *member* to check on the status of the external review at any time; it will also send an email notice of each event occurring as the external review progresses and email a determination immediately when the external review is complete. Alternatively, the *member* may print copies of the external review forms from the DOI website and mail or fax them to the address listed below.

The *member* should visit [doi.nebraska.gov](http://doi.nebraska.gov) and click on "Appeal a Denied Health Insurance Claim" for full details for submitting an external review request.

**Nebraska Department of Insurance**  
**PO Box 82089**

**External Review Secure Portal:** <https://ecmp.nebraska.gov/DOI-ER/Account/Login?ReturnUrl=%2fDOI-ER%2f>

### Applicability/Eligibility

The external review procedures apply to:

1. Any *hospital* or medical *policy* or certificate; excluding accident only or disability income only insurance; or
2. Conversion plans.

After exhausting the internal review process, the *member* has four (4) months to make a *written* request to the Nebraska DOI after the date of receipt of our internal response.

1. The internal *appeal* process must be exhausted before the *member* may request an external review unless the *member* files a request for an expedited external review at the same time as an internal *expedited appeal* or we either provide a waiver of this requirement or fail to follow the *appeal* process;
2. A health plan must allow a *member* to make a request for an expedited external review with the plan at the time the *member* receives:
  - a. An *adverse determination*, if the determination involves a medical condition of the *member* for which the timeframe for completion of an internal *expedited appeal* would seriously jeopardize the life or health of the *member* or would jeopardize the member's ability to regain maximum function, and the *member* or *authorized representative* has filed a request for an internal *expedited appeal*; and
  - b. A *final adverse determination*, if the *member* has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the *member* or would jeopardize the *member's* ability to regain maximum function, or if the *final adverse determination* concerns an admission, availability of care, continued stay, or health care item or service for which the *member* received *emergency* services, but has not been discharged from a facility.
3. Members may request an expedited external review at the same time the internal *expedited appeal* is requested and an *Independent review organization* (IRO) will determine if the internal *expedited appeal* needs to be completed before proceeding with the expedited external review.

External review is available for an *adverse determination* or *final adverse determination* that involve Medical judgment, including but not limited to those based upon requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness of a *covered service*; or the determination that a treatment is *experimental* or *investigational*, as determined by an external reviewer.

### External Review Process

1. Within one (1) business day after the date of receipt of a request for an external review, the *director* shall send a copy of the request to us.
2. We have five (5) business days (immediately for expedited) following receipt of the request to conduct a preliminary review of the request to determine whether:
  - a. The *member* was a *covered person* at the time the item or service was requested or, in the case of a *retrospective review*, was the *member* a covered person at the time that the service was provided;
  - b. The service of the *adverse determination* or the *final adverse determination* is a *covered service* under the member's health plan, but for a determination that the service is not covered because it does not meet the health plan's requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness.

- c. The *member* has exhausted the internal process, unless the *member* is not required to exhaust the health plan's *appeal* process;
- d. The *member* has provided all of the information required to process an external review, including the release form;
- e. Within one (1) business day (immediately for expedited) after completion of the preliminary review, we will notify the *director* and *member* and, if applicable, the *authorized representative*, in writing as to whether the request is complete and eligible for external review. If the request:
  - i. Is not complete, we will inform the *director* and *member* and, if applicable, the *authorized representative* in writing and include in the notice what information or materials are needed to make the request complete; or
  - ii. Is not eligible for external review, we will inform the *director* and *member* and, if applicable, the *authorized representative* in writing and include in the notice the reasons for its ineligibility.
3. The *director* may specify the form and information to include in the notice of initial determination we send. The initial determination will include a statement informing the *member* and, if applicable, the *authorized representative* that the health plan's initial determination indicating the external review is ineligible or review may be appealed to the *director*;
4. Once the *director* receives a notice that a request is eligible for external review following the preliminary review conducted by us, the *director* will within one (1) business day after receipt of notice:
  - a. Assign an IRO on a random basis from a list of approved IROs compiled and maintained by the *director* to conduct the external review, and notify us of the name of the assigned IRO; and
  - b. Notify the *member* and, if applicable, the *authorized representative* in writing of the request's eligibility and acceptance for external review.
5. In reaching a decision, the assigned IRO is not bound by any decision or conclusion reached during our *utilization review* process;
6. The notice from the *director* to the *member* and, if applicable, the *authorized representative* will also advise that within five (5) business days of receipt of the notice the *member* may submit additional information that the IRO will consider when conducting the external review. The IRO is not required to consider any additional information submitted after five (5) business days;
7. Within five (5) business days after the date of assignment of the IRO, we must provide the documents and any information considered in making the *adverse determination* or *final adverse determination* to the IRO.

**Note:** For expedited, after assignment of the IRO, we must provide the documents and any information considered in making the *adverse determination* to the IRO electronically or by telephone or facsimile or any other available expeditious method.

8. If we fail to timely provide the documents and information, it will not delay the IRO from conducting the external review; however, the IRO may terminate the external review and make a decision to reverse the *adverse determination* or *final adverse determination*.
9. If documents and information are not received timely from us, within one (1) business day after making the decision, the IRO will notify the *member* and, if applicable, the *authorized representative*, the *director*, and us.
10. The assigned IRO will review all of the information and documents received by us and any other information submitted in writing to the IRO by the *member* or *authorized representative*;
11. Upon receipt of any information submitted by the *member* or *authorized representative*, the IRO must forward the information to us within one (1) business day;
12. Upon receipt of the information, we may reconsider our *adverse determination* or *final adverse determination*. If we reverse our determination, we must provide *written* notice of the decision to the *member* and, if applicable, the *authorized representative*, the IRO, and the *director* within

- one (1) business day after making such decision. The IRO will terminate the external review upon receipt of the notice from us;
13. In addition to the documents and information provided by us and the *member*, the assigned IRO to the extent the information or documents are available and the IRO considers them appropriate, will also consider the following in reaching a decision:
    - a. The covered person's medical records;
    - b. The attending health care professional's recommendation;
    - c. Consulting reports from appropriate health care professionals and other documents;
    - d. The terms of coverage under the covered person's health *benefit* plan to ensure that the IRO's decision is not contrary to the terms of coverage under the *member's* health *benefit* plan with us;
    - e. The most appropriate practice guidelines, which shall include applicable evidence-based standards and may include any other practice guidelines developed by the federal government, national or professional medical societies, boards, or associations;
    - f. Any applicable clinical review criteria developed and used by us or *utilization review* designee; and
    - g. The opinion of the IRO's clinical reviewer or reviewers after considering all identified information to the extent that the information or documents are available and the clinical reviewer or reviewers consider it appropriate.
  14. Within 45 days (not more than 72 hours for expedited) after the date of receipt of the request for an external review, the assigned IRO will provide a *written* notice of its decision to uphold or reverse the *adverse determination* or *final adverse determination* to the *member* and, if applicable, the *authorized representative*, the *director*, and to us. If the notice for an expedited review is not in writing, the IRO must provide *written* confirmation within 48 hours after the date of providing the notice; and
  15. Upon receipt of a notice of a decision by the IRO reversing the *adverse determination* or *final adverse determination*, we will approve the *covered service* that was the subject of the *adverse determination* or *final adverse determination*.

### **Expedited External Review**

An *expedited external review* may be submitted orally or in writing. All necessary information will be transmitted between the *member*, the DOI *director*, assigned IRO, and us by telephone, External Review Secure Portal or other available similarly expeditious method. (See External Review Process.)

Ambetter will allow a *member* to make a request for an *expedited external review* with the DOI at the time the *member* receives:

- i. An *adverse determination*, if the determination involves a medical condition of the *member* for which the timeframe for completion of an internal *expedited appeal* would seriously jeopardize the life or health of the *member* or would jeopardize the *member's* ability to regain maximum function, and the *member* or *authorized representative* has filed a request for an internal *expedited appeal*; and
- ii. A *final adverse determination*, if the *member* has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the *member* or would jeopardize the *member's* ability to regain maximum function, or if the *final adverse determination* concerns an admission, availability of care, continued stay, or health care item or service for which the *member* received *emergency services*, but has not been discharged from a facility.

An *expedited external review* shall be resolved as expeditiously as the *member's* health condition requires, but in no event more than 72 hours after receipt of the request.



The *member* should visit [doi.nebraska.gov](http://doi.nebraska.gov) and click on “*Appeal a Denied Health Insurance Claim*” for full details for submitting an *expedited external review* request.

**Nebraska Department of Insurance**  
**PO Box 82089**  
**Lincoln, NE 68501-2089**  
**(877) 564-7323**  
**[www.doi.nebraska.gov](http://www.doi.nebraska.gov)**

**External Review Secure Portal:** <https://ecmp.nebraska.gov/DOI-ER/Account/Login?ReturnUrl=%2fDOI-ER%2f>

**Grievance and appeal filing and key communication timelines:**

	Timely Filing	Acknowledgment	Resolution	Allowable Extension
Standard Grievance	180 Calendar Days	5 Business Days	15 Business Days	15 Business Days
Standard Appeal ( <i>Adverse determination Grievance</i> )	180 Calendar Days	5 Business Days	15 Business Days	15 Business Days
Expedited Appeal	180 Calendar Days	N/A	72 Hours	N/A
External Review	4 Months	N/A	45 Calendar Days	N/A
Expedited External Review	4 Months	Immediately	72 Hours	N/A

# General Provisions

## Entire Policy

This *policy*, with the enrollment application, your Schedule of *Benefits*, and any amendments and/or riders, is the entire *policy* between you and us. No agent may:

1. Change this *policy*;
2. Waive any of the provisions of this *policy*;
3. Extend the time for payment of premiums; or
4. Waive any of our rights or requirements.

## Non-Waiver

If we or you fail to enforce or to insist on strict compliance with any of the terms, conditions, limitations or exclusions of the *policy* that will not be considered a waiver of any rights under the *policy*. A past failure to strictly enforce the *policy* will not be a waiver of any rights in the future, even in the same situation or set of facts.

## Rescissions

No misrepresentation of fact made regarding a *member* during the application process that relates to insurability will be used to void/rescind the coverage or deny a claim unless:

1. The misrepresented fact is contained in a *written* application, including amendments, signed by a *member*;
2. A copy of the application, and any amendments, has been furnished to the *member(s)*, or to their beneficiary; and
3. The misrepresentation of fact was intentionally made and material to our determination to issue coverage to any *member*. A *member's* coverage will be voided/rescinded and claims denied if that person performs an act or practice that constitutes fraud. "Rescind" has a retroactive effect and means the coverage was never in effect.

## Repayment for Fraud, Misrepresentation or False Information

During the first two years a *member* is covered under the *policy*, if a *member* commits fraud, misrepresentation or knowingly provides false information relating to the eligibility of any *member* under this *policy* or in filing a claim for *policy benefits*, we have the right to demand that *member* pay back to us all *benefits* that we provided or paid during the time the *member* was covered under the *policy*.

## Conformity with State and Federal Laws

Any part of this *policy* which, on the *policy's effective date*, is in conflict with the laws of the federal government or the laws of the state of Nebraska is changed to conform to the minimum requirements of Nebraska state law.

## Personal Health Information (PHI)

Your health information is personal. We are committed to do everything we can protect it. Your privacy is also important to us. We have policies and procedures in place to protect your health records.

We protect all oral, *written* and electronic PHI. We follow Health Insurance Portability and Accountability Act (HIPAA) requirements and have a Notice of Privacy Practices. We are required to notify you about these practices every year. This notice describes how your medical information may be used and disclosed and how you can get access to this information. Please review it carefully. If you need more information or would like the complete notice, please visit <https://Ambetter.NebraskaTotalCare.com/privacy-practices.html> or call *Member Services* at 1-833-890-0329 (TTY 711).

We protect all of your PHI. We follow HIPAA to keep your healthcare information private.

**Language**

If you do not speak or understand the language in your area, you have the right to an interpreter. For language assistance, please visit: <https://Ambetter.NebraskaTotalCare.com/langauge-assistance.html>.

<b>Spanish:</b>	Si usted, o alguien a quien está ayudando, tiene preguntas acerca de Ambetter from Nebraska Total Care, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-833-890-0329 (TTY 711).
<b>Vietnamese:</b>	Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Ambetter from Nebraska Total Care, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi 1-833-890-0329 (TTY 711).
<b>Chinese:</b>	如果您，或是您正在協助的對象，有關於 Ambetter from Nebraska Total Care 方面的問題，您有權利免費以您的母語得到幫助和訊息。如果要與一位翻譯員講話，請撥電話 1-833-890-0329 (TTY 711)。
<b>Arabic:</b>	إذا كان لديك أو لدى شخص تساعد أسئلة حول Ambetter from Nebraska Total Care، لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم اتصل بـ 1-833-890-0329 (TTY 711).
<b>Karen:</b>	‘ပသကယသဗျာန်နသညနပသကမေနှစညါလေနဆကနူအသညဘေသကအ Ambetter from Nebraska Total Care, ပသကလေနအနမဇါအအသါနအနစညါသဗ်အသညညပသကမူညါကဂါနအညသသညအန ဂ် သျစနတငအညညအနမမနအနမယဝဂ် 1-833-890-0329 (TTY 711)
<b>French:</b>	Si vous-même ou une personne que vous aidez avez des questions à propos d’Ambetter from Nebraska Total Care, vous avez le droit de bénéficier gratuitement d’aide et d’informations dans votre langue. Pour parler à un interprète, appelez le 1-833-890-0329 (TTY 711).
<b>Cushite:</b>	Isin yookan namni biraa isin deeggartan Ambetter from Nebraska Total Care irratti gaaffii yo qabaattan, kaffaltii irraa bilisa haala ta'een afaan keessaniin odeeffannoo argachuu fi deeggarsa argachuuf mirga ni qabdu. Nama isiniif ibsu argachuuf, lakkoofsa bilbilaa 1-833-890-0329 (TTY 711) tiin bilbilaa.
<b>German:</b>	Falls Sie oder jemand, dem Sie helfen, Fragen zu Ambetter from Nebraska Total Care hat, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-833-890-0329 (TTY 711) an.
<b>Korean:</b>	만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 Ambetter from Nebraska Total Care에 관해서 질문이 있다면 그러한 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 1-833-890-0329 (TTY 711)번으로 전화하십시오.
<b>Nepali:</b>	यदि तपाईं स्वयं वा तपाईंले मद्दत गर्दै गरेको व्यक्तिसँग Ambetter from Nebraska Total Care को बारेमा प्रश्नहरू छन् भने तपाईंसँग तपाईंलाई कुनै खर्च नलाग्ने गरी आफ्नो भाषामा मद्दत तथा जानकारी प्राप्त गर्ने अधिकार हुन्छ । दोभाषेसँग कुरा गर्नको लागि 1-833-890-0329 (TTY 711) मा फोन गर्नुहोस् ।
<b>Russian:</b>	В случае возникновения у вас или у лица, которому вы помогаете, каких-либо вопросов о программе страхования Ambetter from Nebraska Total Care вы имеете право получить бесплатную помощь и информацию на своем родном языке. Чтобы поговорить с переводчиком, позвоните по телефону 1-833-890-0329 (TTY 711).
<b>Laotian:</b>	ຖ້າທ່ານ ຫຼືຄົນທີ່ທ່ານກຳລັງຊ່ວຍເຫຼືອ ມີຄຳຖາມກ່ຽວກັບ Ambetter from Nebraska Total Care, ທ່ານມີສິດທີ່ຈະໄດ້ຮັບການຊ່ວຍເຫຼືອແລະຂໍ້ມູນຂ່າວສານທີ່ເປັນພາສາຂອງທ່ານ ໂດຍບໍ່ມີຄ່າໃຊ້ຈ່າຍ. ເພື່ອຈະເວົ້າກັບນາຍພາສາ, ໃຫ້ໃບ 1-833-890-0329 (TTY 711).
<b>Kurdish:</b>	ئەگەر تۆ، یان کەسێک کە یارمەتی دەدەیت پرسیاری لەسەر Ambetter from Nebraska Total Care هەبوو، مافی وەرگرتنی یارمەتی و زانیاریت بە زمانێ خۆت هەبە بەبێ بەرامبەر (بەخۆراییی). بۆ ئەوەی لەگەڵ وەرگێڕ قسە بکەیت پەیوەندی بکە لەرێگەی ژمارە تەلەفۆنی 1-833-890-0329 (TTY 711).
<b>Persian:</b>	اگر شما، یا کسی که به او کمک می کنید سوالی در مورد Ambetter from Nebraska Total Care دارید، از این حق برخوردارید که کمک و اطلاعات را بصورت رایگان به زبان خود دریافت کنید. برای صحبت کردن با مترجم با شماره 1-833-890-0329 (TTY 711) تماس بگیرید.
<b>Japanese:</b>	Ambetter from Nebraska Total Care について何かご質問がございましたらご連絡ください。ご希望の言語によるサポートや情報を無料でご提供いたします。通訳が必要な場合は、1-833-890-0329 (TTY 711) までお電話ください。

## Statement of Non-Discrimination

Ambetter from Nebraska Total Care complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Ambetter from Nebraska Total Care does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Ambetter from Nebraska Total Care:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - *Written* information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information *written* in other languages

If you need these services, contact Ambetter from Nebraska Total Care at 1-833-890-0329 (TTY 711).

If you believe that Ambetter from Nebraska Total Care has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Ambetter from Nebraska Total Care, Attn: Appeals and Grievances, PO Box 10341 Van Nuys CA, 91410, 1-833-890-0329 (TTY 711), Fax 1-833-886-7956. You can file a grievance by mail, fax, or email. If you need help filing a grievance, Ambetter from Nebraska Total Care is available to help you. You can also file a civil rights complaint with the U.S.

Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TTY).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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