



FROM



# 2023 Evidence of Coverage Ambetter Virtual Access



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

## AMBETTER FROM NEBRASKA TOTAL CARE

### AMBETTER VIRTUAL ACCESS

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

Individual Major Medical Expense Insurance *Contract*

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 is an Ambetter Virtual Access contract. Ambetter Virtual Access is a product that offers a virtual primary care experience. These plans include access to licensed, virtual *primary care physicians* in addition to our Ambetter core network of health care providers and *hospitals* in your area. These plans also require a *referral* to see *specialists*.**

**This contract contains *referral* and *prior authorization* requirements. All virtual care is provided through *Virtual Care by Ambetter*. Your *Virtual Care by Ambetter Primary Care Physician* will assist you in coordinating your healthcare services. You are required to obtain a *referral* from your *Virtual Care by Ambetter Primary Care Physician* in order to obtain all services outside of a virtual visit, including, but not limited to, seeing *specialist providers*, except *emergency services*. If you do not obtain a *referral* from your *Virtual Care by Ambetter***

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***primary care physician provider, then the services are not covered services and will not be paid for under this contract. In addition, any amounts you are required to pay for such services will not count towards your maximum out of pocket amount. If a member chooses a traditional (in-person) network primary care physician, that primary care physician will be responsible for coordinating all covered health services and making referrals for services to other network providers. Copayments or other cost sharing will be required if a member selects a traditional (in-person) provider as shown in your schedule of benefits. Please refer to the Access of Care and Prior Authorization Sections within this Evidence of Coverage and your Schedule of Benefits for additional information.***

*Members under the age of 18, can access a traditional (in-person) network primary care provider. That primary care provider will be responsible for coordinating all covered health services.*

Ambetter from Nebraska Total Care

A handwritten signature in black ink, appearing to read 'H. Phillips', with a stylized, looped design.

Heath Phillips,  
CEO and Plan President

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# Introduction

Welcome to Ambetter from Nebraska Total Care! We have prepared this *contract* to help explain your coverage. Please refer to this *contract* whenever you require medical services. It describes:

- How to access medical care.
- The healthcare services we cover.
- The portion of your healthcare costs you will be required to pay.

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

Because many of the provisions are interrelated, you should read this entire *contract* to gain a full understanding of your coverage. Many words used in this *contract* have special meanings when used in a healthcare setting - these words are *italicized* and are defined for you in the Definitions section. This *contract* also contains exclusions, so please be sure to read this entire *contract* carefully.

Ambetter from Nebraska Total Care operates under its legal entity, Celtic Insurance Company.

## 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

Member Services	1-833-890-0329
TTY line	711
Email	Secure email function within the <i>Member Portal</i>
Emergency	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 *provider* 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 have medical interpreters to assist with languages other than English via telephone. An interpreter will not go to a *provider's* office with you. *Members* who are blind or visually impaired and need help with interpretation can call *Member Services* for an oral interpretation, or to request materials in Braille or large font.

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 *provider* 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, race, religion, gender, sexual orientation, national origin, physical or mental disability, or expected health or genetic status.

If you have difficulty locating a *primary care physician, specialist, hospital* or other contracted *provider* please contact us so we can assist you with accessing or in locating a *provider* who is contracted 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-*network hospitals*. Your coverage requires you to use *network providers* with limited exceptions.

You have the right to:

1. Participate with your *provider* and *medical practitioners* in 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 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 providers* 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 *provider* 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 *primary care physician* about what might be wrong (to the level known), treatment and any known likely results. Your *primary care physician* can tell you about treatments that may or may not be covered by the plan, 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 you information for medical reasons, the information can be given to a legally *authorized representative*. Your *provider* 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, *primary care physician* assignment, *providers*, advance directive information, *referrals* and *authorizations*, benefit denials, *member* rights and responsibilities, and our other rules and

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guidelines. We will notify you at least 60 days before the *effective date* of the modifications. Such notices shall include the following:

- 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*. Select a health plan or switch health plans, within the guidelines, without any threats or harassment.
  13. 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.
  14. Access *medically necessary* urgent and *emergency services* 24 hours a day and seven days a week.
  15. Receive information in a different format in compliance with the Americans with Disabilities Act, if you have a disability.
  16. Refuse treatment to the extent the law allows without jeopardizing future treatment and be informed by your *provider(s)* of the medical consequences. You are responsible for your actions if treatment is refused or if the *primary care physician's* instructions are not followed. You should discuss all concerns about treatment with your *primary care physician*. Your *primary care physician* can discuss different treatment plans with you, if there is more than one option that may help you. You will make the final decision.
  17. Select your *primary care physician* within the *network*. You also have the right to change your *primary care physician* or request information on *network providers* close to your home or work.
  18. Know the name and job title of people giving you care. You also have the right to know which *provider* is your *primary care physician*.
  19. An interpreter when you do not speak or understand the language of the area.
  20. A second opinion by a *network provider* if you want more information about your treatment or would like to explore additional treatment options.
  21. Make advance directives for healthcare decisions. This includes planning treatment before you need it.
  22. 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 directive forms are forms you can complete to protect your rights for medical care. It can help your *primary care physician* 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.
  23. A second opinion by a *network physician*, if you want more information about your treatment or would like to explore additional treatment options

You have the responsibility to:

1. Read this entire *contract*.
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 *provider* 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 *provider* and call the *provider's* office during office hours whenever possible if you have a delay or cancellation.
6. Know the name of your assigned *primary care physician*. You should establish a relationship with your *provider*. You may change your *primary care physician* 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. Understand your health problems and participate, along with your health care professionals and *providers* in developing mutually agreed upon treatment goals to the degree possible.
9. Follow the treatment plans and instructions for care that you have agreed on with your health care professionals and *providers*.
10. Tell your health care professional and *provider* if you do not understand your treatment plan or what is expected of you. You should work with your *primary care physician* 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.
11. Follow all health benefit plan guidelines, provisions, policies, and procedures.
12. Use any *emergency* room only when you think you have a medical *emergency*. For all other care, you should call your *primary care physician*.
13. 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 notify the entity with which you enrolled.
14. Pay your monthly premiums on time and pay all *deductible amounts*, *coinsurance amount*, or *cost-sharing percentages* at the time of service.
15. Notify us or the entity you enrolled with of any enrollment related changes that would affect your *contract*, such as: birth of a child, or adoption, marriage, divorce, adding/removing a dependent, *spouse*/domestic partner becomes eligible under a different insurer, enrollment changes, address change or incarceration where *member cost share* would need to transfer from one policy to another policy.
16. Inform the entity in which you enrolled for this *contract* if you have any changes to your name, address, or family members covered under this *contract* within 60 days from the date of the event.



# Important Information

## Provider Directory

A listing of *network providers* is available online at [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com). We have *plan providers, hospitals, and other medical practitioners* who have agreed to provide you healthcare services. You can find our *network providers* by visiting our website and using the “Find a Provider” function. There you will have the ability to narrow your search by *provider specialty, zip code, gender, languages 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 printed 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 *primary care physician* for each *member*. We can help you pick a *primary care physician (PCP)*. We can make your choice of *primary care physician* effective on the next business day.

You can request an appointment with your *Ambetter Virtual Access providers* through the website [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com), or through the mobile application. 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 materials and you have paid your initial premium payment. This card is proof that you are enrolled in an 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 *contract*.

The *member identification card* will show your name, *member identification number*, 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 can answer many of your frequently asked questions. Our website has resources and features that make it easy to get quality care. Our website can be accessed at [Ambetter.NebraskaTotalCare.com](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.
6. Current events and news.
7. Our *formulary* or preferred drug list.
8. *Deductible* and *copayment* accumulators.
9. Making your payment
10. Selecting a *primary care physician*

## Quality Improvement

We are committed to providing quality healthcare 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 Institute of Medicine (IOM) 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 provider* 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.

## 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 provider or facility *network* status with the health plan; 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 *prior authorization* to be seen by the non-*network provider* pursuant to the federal No Surprises Act.

Please review the **Access to Care** and **Major Medical Expense Benefits** sections of this *contract* for detailed information.

## Definitions

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

Wherever used in this *contract*:

***Acute rehabilitation*** is *rehabilitation* for patients who will benefit from an intensive, multidisciplinary *rehabilitation* program. Patients normally receive 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*.

***Adult member*** means a *member* who is 18 years of age or older.

***Advanced 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:

- a. A denial of a request for service.
- b. A denial, reduction, or failure to provide or make payment in whole or in part for a *covered service*.
- c. 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.
- d. A determination that a service is *experimental, investigational, cosmetic treatment, not medically necessary* or inappropriate.
- e. Our decision to deny coverage based upon an eligibility determination.
- f. A *rescission* of coverage determination as described in the General Provisions section of this *contract*.
- g. 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 *contract* for information on your right to *appeal an adverse benefit determination*.

***Allowed amount*** (also see ***Eligible expense***) is 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 agreed to amounts between the provider and us as a result of Federal or State Arbitration. In the event a provider exercises their right to arbitration to come to an agreement on the amount to be paid, the *member cost share* will be calculated on the original *allowed amount*.

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 *non-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).

**Ambetter Virtual Access** is a product that offers a virtual care *PCP* service. Ambetter's virtual access plan allows *members* 18 and over to establish primary medical care via *telehealth services*. The virtual access care plan utilizes Board-certified, licensed *physicians* with a support staff of RN's (nurses), medical assistants, and other health care professionals to provide routine, preventive care, sick & *urgent care*, as well as ongoing care coordination and care planning. All providers associated with *Ambetter Virtual Access* are independent, licensed *physicians* in good standing. All care provided via *Virtual Care by Ambetter* shall be deemed independent from Ambetter to ensure that a *member's* care and treatment plan are rendered via a practicing *physician*, or other medical professional with appropriate licensure.

**Appeal** means a *grievance* requesting the insurer to reconsider, reverse, or otherwise modify an *adverse benefit determination, service, or claim*.

**Applied behavior analysis (ABA)** is 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 our decision to approve the medical necessity or the appropriateness of care for an enrollee by the enrollee's *PCP* or *provider*. *Authorizations* are not a guarantee of payment.

**Authorized representative** means an individual who represents a *covered person* in an internal *appeal* or external review process of an *adverse benefit determination* who is any of the following:

1. A person to whom a covered individual has given express, written consent to represent that individual in an internal *appeals* process or external review process of an *adverse benefit determination*.
2. A person *authorized* by law to provide substituted consent for a covered individual; or
3. A family member or a treating health care professional, but 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 by a *network provider*, contact *Member Services* immediately at the number listed on the back of your *member* identification card.

**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** is the amount a *provider* charges for a service.

**Calendar year** is the period beginning on the initial *effective date* of this *contract* and ending December 31<sup>st</sup> of that year. For each following year it is the period from January 1<sup>st</sup> through December 31<sup>st</sup>.

**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 physician*.

**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 and bariatric; 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*.

**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 *covered service*, after your *deductible* has been met, if applicable. *Coinsurance* amounts are listed in your 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 *contract*.

**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, *provider* 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*; or

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*.

**Contract** when *italicized*, refers to this *contract* as issued and delivered to you. It includes the attached pages, the applications, and any amendments.

**Copayment, Copay, or Copayment amount** means the specific dollar amount that you must pay when you receive *covered services*. *Copayment amounts* are shown in your 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 your 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** lower 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 or be a member of a federally recognized American Indian tribe and/or an Alaskan Native enrolled in a *qualified health plan (QHP)* through the Health Insurance Marketplace.

**Covered service** means healthcare services, supplies or treatment as described in this *contract* which are performed, prescribed, directed or *authorized by a provider*. 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 *contract*.
2. Covered by a specific benefit provision of this *contract*; and
3. Not excluded anywhere in this *contract*.

**Custodial Care** is treatment designed to assist a *member* 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.

**Deductible amount** or **Deductible** means the amount that you must pay in a *calendar year* for *covered 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 your 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*.

**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 *contract* for *covered services*.

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

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

It is your responsibility to notify the entity with which you enrolled (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 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 means a medical, mental health, or *substance use disorder*-related condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention to result in the following:



1. Placing the physical or behavioral health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy.
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.
4. 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 effect 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 nonemergency medical transportation, and (b) your provider obtains informed consent to provide the additional services.

**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 [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.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 *provider* 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 *provider* 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 an 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* according to the *provider's* research protocols.

Items (3) and (4) above do not apply to phase I, II, III or IV FDA clinical trials.

**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 *provider* 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 *provider*; and
6. Provides each patient with active treatment of an *illness or injury*, in accordance with existing 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 disorders or the mentally incompetent*.

**External independent review** means an external third-party binding review by an Independent Review Organization (IRO) after the plan's internal *grievance/appeal* process has been exhausted, as applicable, and defined by the state regulations for all medical necessity denials. The request may be concurrent in the case of expedited *appeals*.

**Formulary** means *our* list of covered drugs available on *our* website at [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com) or by calling *Member Services*.

1. Generic drug is a drug that is the pharmaceutical equivalent to one or more brand name drugs. Such generic drugs have been approved by the FDA as meeting the same standards of safety, purity, strength, and effectiveness as the brand name drug. Generic drugs will be dispensed whenever available.
2. Brand drug is a *prescription drug* that has been patented and is only available through one manufacturer. Preferred Brand drugs will be dispensed if there is not a generic. Brand drugs are also often preferred because they are safer or more successful in producing a desired or intended result.
3. Non-Preferred drug is a *prescription drug* covered under a higher cost share. This tier of drug contains both *formulary* brand name and generic drugs. These drugs require higher *copay* because other alternatives may be available in the lower tiers or there may be other generic equivalents available.
4. Specialty drugs are typically high-cost drugs, including but not limited to the oral, topical, inhaled, inserted or implanted, and injected routes of administration. Included characteristics of Specialty drugs are drugs that are used to treat and diagnose rare or complex diseases, require close clinical monitoring and management, frequently require special handling, and may have limited access or distribution. Specialty drugs are often also drugs that require special handling, or special or enhanced patient administration and oversight.

**Generally accepted standards of medical practice** means 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.

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If no credible scientific evidence is available, then standards that are based on *provider* 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 *contract*. The decision to apply *provider* 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 any dissatisfaction with an insurer offering a health benefit plan or administration of a health benefit plan by the insurer that is expressed in writing in any form to the insurer by, or on behalf of, a claimant including any of the following:

1. Provision of services.
2. Determination to rescind a *contract*.
3. Determination of a diagnosis or level of service required for evidence-based treatment of *autism spectrum disorders*.
4. Claims practices.

**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.

**Hearing instrument dispenser** means a person who is a *hearing care professional* that engages in the selling, *practice of fitting*, selecting, recommending, dispensing, or servicing of *hearing instruments* or the testing for means of *hearing instrument* selection or who advertises or displays a sign or represents himself or herself as a person who practices the testing, fitting, selecting, servicing, dispensing, or selling of *hearing instruments*.

**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 *provider*.

**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 *provider*, in accordance with existing 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*.

**Hospice care program** means a coordinated, interdisciplinary program prescribed and supervised by a *physician* to meet the special physical, psychological, and social needs of a *terminally ill member* and those of his or her *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 *providers* 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 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 *contract*.

**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 a *member*, residing with a *member*

**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 and *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.

**Intensive day rehabilitation** means two or more different types of therapy provided by one or more *rehabilitation licensed practitioners* and performed for three or more hours per day, five to seven days per week.

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

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

**Manipulative therapy** means treatment applied to the spine or joint structures to correct vertebral or joint malposition and to eliminate or alleviate somatic dysfunction including, but not limited to, manipulation, myofascial release, or soft tissue mobilization. Treatment must demonstrate pain relief and continued improvement in range of motion and function and cannot be performed for maintenance care only. *Manipulative therapy* is not limited to treatment by manual means.

**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 services*, as shown in your 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 *provider*, nurse anesthetist, *provider's* assistant, nurse practitioner, physical therapist, or midwife. The following are examples of *providers* that are NOT *medical practitioners*, by definition of the *contract*: acupuncturist, speech therapist, occupational therapist, rolfer, 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, item, supply or treatment *authorized* by a *provider* 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 medical practice standards.
3. Is not *custodial care*.
4. Is not solely for the convenience of the *provider* 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** 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 Services provision under the Major Medical Expense Benefits section).

**Member** means an individual covered by the health plan including an enrollee, *subscriber* or *contract* 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 behavioral, emotional, or cognitive pattern of functioning that is listed in the most recent edition of the International Statistical Classification of Diseases or Related Health Problems and the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders.

**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(s)** means any licensed person or entity that has entered into a *contract* with *Ambetter Virtual Access* to provide *covered services* to *members* enrolled under this *contract* including but not limited to, *hospitals*, *specialty hospitals*, *urgent care centers*, *physicians*, *pharmacies*, *laboratories*, and other health professionals within our *service area*.

**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 “non-network” and are not covered, except for:

1. *Emergency services*, as described in the Major Medical Expense Benefits section of this *contract*;
2. Non-emergency healthcare services received at a *network* facility, as described in the Access to Care section of this *contract*; or
3. Situations otherwise specifically described in this *contract*.

**Orthotic device** means a *medically necessary* device used to support, align, prevent, or correct deformities, protect a body function, improve the function and moveable body part or assist with dysfunctional joints. Orthotics must be used to for therapeutic support, protection, restoration, or function of an impaired body part for treatment of an *illness* or *injury*.

**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, 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 *provider* or other professional.

**Outpatient surgical facility** means any facility with a medical staff of *providers* 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 *provider* offices.

**Pain management program** means a program using interdisciplinary teams providing coordinated, goal-oriented services to a *member* who has chronic pain that significantly interferes with physical, psychosocial, and vocational functioning, for the purpose of reducing pain, improving function, and decreasing dependence on the healthcare system. A *pain management program* must be individualized and provide physical *rehabilitation*, education on pain, relaxation training, and medical evaluation.

**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* or *provider* 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.

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

**Practice of fitting, dispensing, servicing, or sale of hearing** instruments means the measurement of human hearing with an audiometer, calibrated to the current American National Standard Institute standards, for the purpose of making selections, recommendations, adoptions, services, or sales of hearing instruments including the making of ear molds as a part of the hearing instrument.

**Preferred laboratory provider** means a laboratory provider who is part of a subset of all contracted laboratory providers that provide laboratory services to members. Our *preferred laboratory providers* are national vendors who provide laboratory services. A list of our *preferred laboratory providers* can be found on our website at [Ambetter.NebraskaTotalCare.com](http://Ambetter.NebraskaTotalCare.com) and are indicated by a preferred cost share label

**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 medicinal substance whose label is required to bear the legend "RX only."

**Prescription drug deductible amount** means the amount of *covered expenses*, shown in your 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 *provider* or each *authorized* refill or such requests.

**Primary care physician (PCP)** means a *provider* who gives or directs health care services for you. *PCPs* include internists, family practitioners, general practitioners, Advanced Practice Registered Nurses (APRN), *Physician Assistants (PA)*, obstetrician gynecologist (OBGYN) and pediatricians or any other practice allowed by us. For *adult members*, your *Virtual Care by Ambetter primary care physician* will be your *primary care physician* and will be responsible for coordinating all covered health services and making *referrals* for services to other *network providers*. However, if a *member* chooses a traditional (in-person) *network primary care physician*, that *primary care physician* will be responsible for coordinating all *covered services* and making *referrals* for services to other *network providers*.

**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 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 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 facility** means a *hospital, rehabilitation facility, skilled nursing facility, or other healthcare 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.



**Referral** means a written order from your *primary care physician* that directs you to a *network specialist provider* or other *provider* prior to the specified service or treatment.

**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*, cardiac therapy, and *pain management programs*. 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 under a *pain management program*.

**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 *provider*, 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.

**Schedule of benefits** means a summary of the *deductible amounts*, *copayment amounts*, *coinsurance amounts*, maximums and other limits that apply when you receive *covered services*.

**Self-injectable drugs** mean *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 most *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 *member services*.

**Social determinants of health** are 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 provider** means a *physician* or *medical practitioner* who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. *Specialists* who are hospital-based *providers* may charge a facility fee in addition to any charges for *covered services*. Facility fees, as well as professional fees, are payable by you and subject to applicable *cost sharing* per your benefits. Services provided by a *specialist provider* require a *referral* by your *primary care physician*.

**Spouse** means the person to whom you are lawfully married.

**Sub-acute rehabilitation** means one or more different types of therapy provided by one or more *rehabilitation licensed practitioners* and performed for one-half hour to two 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*.

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

**Substance use or substance use disorder** means alcohol, drug or chemical abuse, overuse, or dependency. Covered *substance use disorders* are those listed in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders or the most recent edition of the International Classification of Diseases.

**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 *provider* while the *member* is under general or local anesthesia.

**Surrogate 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*.

**Surrogate** means an individual carrier 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.

**Telehealth services** means the mode of delivering health care services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care while the patient is at the originating site and the provider for telehealth is at a distant site. *Telehealth services* includes synchronous interactions and asynchronous store and forward transfers

**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 *provider* 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 *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 *contract* 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)** is 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 *provider'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, prospective review, second opinion, certification, concurrent review, *care management*, discharge planning, or retrospective review.

***Virtual Care by Ambetter*** is the platform through which *Ambetter Virtual Access Telehealth services* are provided. All providers associated with *Virtual Care by Ambetter* are independent, licensed physicians in good standing, with a support staff of RN's (nurses), medical assistants, and other health care professionals. All care provided via *Virtual Care by Ambetter Primary Care Physicians (PCPs)* shall be deemed independent from Ambetter to ensure that a *member's* care and treatment plan are rendered via a practicing *physician*, or other medical professional with appropriate licensure.

***Virtual Care by Ambetter Primary Care Physician (PCP)*** means a means a *physician* contracted with by Ambetter who gives or directs health care services for *members* 18 years or older. *Virtual Care by Ambetter PCPs* include internists, family practitioners, general practitioners, Advanced Practice Registered Nurses (APRN), *Physician Assistants (PA)* and obstetrician gynecologist (ob-gyn) and pediatricians or any other practice allowed by the plan.

# Dependent Member Coverage

## Dependent Member Eligibility

Your *dependent members* become eligible for coverage under this *contract* on the latter of:

1. The date you became covered under this *contract*;
2. The date of an eligible newborn's birth; or
3. The date that an adopted child is placed with the *member* for the purposes of adoption or the *member* assumes total or partial financial support of the child.
4. The date of marriage to add a spouse
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

Only *dependent members* included in the initial enrollment application for this *contract* 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. Each type of *covered service* incurred by the newborn child will be subject to the *cost sharing* amount listed in your *schedule of benefits*.

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, the *contract* 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 entity that you have enrolled (either the Health Insurance Marketplace or us).

## 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 Health Insurance 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 Health Insurance 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 to add a *dependent member* and you pay the required premiums, we will send you written confirmation of the added *dependent member's effective date* of coverage and *member* identification cards for the added *dependent member*.

### **Prior Coverage**

If a *member* 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 *member* until the *member* is discharged from the *hospital* or benefits under the prior coverage are exhausted, whichever is earlier.

If there is no prior coverage or no continuation of *inpatient* coverage after the *effective date*, your Ambetter coverage will apply for *covered services* related to the *inpatient* coverage after your *effective date*. Ambetter coverage requires you notify Ambetter within two 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 allowable and you may be billed for any balance of costs above the Ambetter allowable.

# Ongoing Eligibility

## For All Members

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

1. The date that a *member* has failed to pay premiums or contributions in accordance with the terms of this *contract* or the date that we have not received timely premium payments in accordance with the terms of this *contract*;
2. The date the *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of a material;
3. The date of termination that the Health Insurance Marketplace provides us upon your request of cancellation to the Health Insurance Marketplace, or if you enrolled directly with us, the date we receive a request from you to terminate this contract, or any later date stated in your request;
4. The date we decline to renew this *contract*, as stated in the Discontinuance provision;
5. The date of a *covered person's* death; or
6. The date a *covered person's* eligibility for insurance under this *contract* ceases due to losing *network* access as the result of a permanent move.
7. The primary *member* 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 at [www.healthcare.gov](http://www.healthcare.gov) or 1-800-318-2596. If you enrolled through Ambetter, please contact *Member Services* at 1-833-890-0329.

## Dependent Members

Whether you are enrolled through the Health Insurance Marketplace and you have material modifications (examples include a change in life event such as marriage, death, or other change in family status), you can log onto your consumer dashboard at [enroll.ambetterhealth.com](http://enroll.ambetterhealth.com) to process these changes.

## 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 prior to December 15, 2022, will have an *effective date* of coverage on January 1, 2023.

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 *advanced 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 payments of the premium tax credit and *cost-sharing reduction* payments until the first of the next month. We will send written annual open enrollment notification to each *member* no earlier than September 1st, and no later than September 30th.

## Special Enrollment Periods

In general, a *qualified individual* has 60 days to report certain life changes, known as "qualifying events," to the Health Insurance Marketplace or by using Ambetter's *Enhanced Direct Enrollment* tool. *Qualified Individuals* may be granted a Special Enrollment Period where they may enroll in or change to a different Marketplace plan during the current plan year if they have a qualifying event. Qualifying events include:

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 healthcare 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 CFR 1.5000A-1(b) for 1 or more days during the 60 days preceding the date of marriage;
3. A *qualified individual* or *dependent*, who was not previously a citizen, national, or lawfully present individual gains such status; or who is no longer incarcerated or whose incarceration is pending the disposition of charges;
4. A *qualified individual's* enrollment or non-enrollment in a plan is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or its instrumentalities as evaluated and are determined by the Health Insurance Marketplace;
5. An enrollee or *dependent* adequately demonstrates to the Health Insurance Marketplace that the plan in which he or she is enrolled substantially violated a material provision of its *contract* in relation to the enrollee;
6. A *qualified individual*, enrollee, or *dependent*, adequately demonstrates to the Health Insurance Marketplace that a material error related to plan benefits, *service area*, or premium influenced the *qualified individual's* or enrollee's decision to purchase the *QHP*;
7. An enrollee or *dependent* enrolled in the same plan is determined newly eligible or newly ineligible for *advanced premium tax credits* or has a change in *eligibility* for *cost-sharing reductions*;
8. A *qualified individual* or *dependent* who is enrolled in an eligible employer-sponsored plan is determined newly eligible for *advanced premium tax credits* based in part on a finding that such individual is ineligible for qualifying coverage in an eligible-employer sponsored plan in accordance with 26 CFR §1.36B-2(c)(3);
9. A *qualified individual*, enrollee, or *dependent* gains access to new *QHPs* as a result of a permanent move, and had *minimum essential coverage* as described in 26 CFR 1.5000A-1(b) for one or more days during the sixty days preceding the date of the permanent move;
10. A *qualified individual* or *dependent* who gains or maintains status as an Indian, as defined by section 4 of the Indian Health Care Improvement Act, may enroll in a plan or change from one 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*, enrollee, or *dependent* is a victim of domestic abuse or spousal abandonment as defined by 26 CFR 1.36B-2, 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 applies for coverage at the State Medicaid or CHIP agency during the annual open enrollment period, and is determined ineligible for Medicaid or CHIP after open enrollment has ended;



14. A *qualified individual* newly gains access to an employer sponsored Individual Coverage Health Reimbursement Arrangement (ICHRA) (as defined in 45 CFR 146.123(b)) or a Qualified Small Employer Health Reimbursement Arrangement (QSHRA) (as defined in section 9831(d)(2) of the Internal Revenue Code);
15. 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 plan through the Health Insurance Marketplace following termination of 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 Health and Human Services (HHS) to verify his or her citizenship, status as a national, or lawful presence; or
16. A *qualified individual* or dependent is enrolled in COBRA continuation coverage for which an employer is paying all or part of the premiums, or for which a government entity is providing subsidies, and the employer completely ceases its contributions or government subsidies completely cease.

To determine if you are eligible and apply for a Special Enrollment Period, ***please visit Healthcare.gov and search for “special enrollment period.”*** The Health Insurance Marketplace is responsible for all healthcare eligibility and enrollment decisions for *members* who enrolled via the Marketplace.

If you are currently enrolled in Ambetter from Nebraska Total Care, please contact *Member Services* at 1-833-890-0329 with any questions related to your health insurance coverage

#### **Coverage Effective Dates for Special Enrollment Periods**

**Regular effective dates.** Except as specified below, coverage will be effective on the first of the month following plan selection.

**Special effective dates.** In the case of birth, adoption, placement for adoption, or placement in foster care, coverage is effective for a *qualified individual* or enrollee on the date of birth, adoption, placement for adoption, or placement in foster care. In the case of marriage, or in the case where a *qualified individual* experiences a *loss of minimum essential coverage*, coverage is effective on the first day of the following month.

In the case of erroneous enrollment, *contract* violation, or exceptional circumstances, coverage is effective on an appropriate date based on the circumstances of the special enrollment period, in accordance with guidelines issued by the Department of Health and Human Services. Such date must be either (i) the date of the event that triggered the special enrollment period or (ii) in accordance with the regular *effective dates*.

If a *qualified individual*, enrollee, or *dependent* loses coverage, gains access to a new *QHP*, becomes newly eligible for enrollment in a *QHP*, becomes newly eligible for advance payments of the premium tax credit in conjunction with a permanent move, or is enrolled in COBRA continuation coverage and employer contributions to or government subsidies completely cease, and if the plan selection is made on or before the day of the triggering event the Health Insurance Marketplace must ensure that the coverage *effective date* is the first day of the month following the date of the triggering event. If the plan selection is made after the date of the triggering event, coverage is effective on the first day of the following month.

If a *qualified individual*, enrollee, or *dependent* newly gains access to an ICHRA or is newly provided a QSEHRA, and if the plan selection is made before the day of the triggering event, coverage is effective on the first day of the month following the date of the triggering event or, if the triggering event is on the first day of a month, on the date of the triggering event. If the plan selection is made on or after the day of the triggering event, coverage is effective on the first day of the month following plan selection.

If a *qualified individual*, enrollee, or *dependent* did not receive timely notice of an event that triggers eligibility for a special enrollment period, and otherwise was reasonably unaware that a qualifying event occurred, the Health Insurance Marketplace must allow the *qualified individual*, enrollee, or *dependent* to select a new plan within sixty days of the date that he or she knew, or reasonably should have known, of the occurrence of the triggering event. And at the option of a *qualified individual*, enrollee or *dependent*, the Health Insurance Marketplace must provide the earliest effective that would have been available, based on the applicable qualifying event.

### **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-network *hospital*, claims will be paid at the Ambetter allowable and you may be billed for any balance of costs above the Ambetter allowable.

# Premiums

## Premium Payment

Each premium is to be paid to us 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:

After the first premium is paid, a grace period of 90 days from the premium due date is given for the payment of premium. Coverage will remain in force during the grace period. 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 *advanced 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 Health and Human Services (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 *advanced premium tax credits* on behalf of the *member* from the Department of the Treasury and will return the *advanced 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:

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. There is a 90- day grace period. 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 *contract* will stay in force; however, claims may pend for *covered services* rendered to the *member* during the grace period. We will notify Health and Human Services (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

Ambetter requires 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 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. Family members.
5. 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*.

6. An employer for an employee under an Individual Coverage Health Reimbursement Account (ICHRA) or Qualified Small Employer Health Reimbursement Account (QSEHRA) plan.

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 *member's* premium may be adjusted to what it should have been based on the *member's* actual age.

### **Change of Residence**

If you change your *residence*, you must notify the Health Insurance Marketplace of your new *residence* within 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.

### **Billing/Administrative Fees**

Upon prior written notice, we may impose an administrative fee for credit card payments. This does not obligate us to accept credit card payments. We may charge a \$20 fee for any check or automatic payment deduction that is returned unpaid.

### **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 contract, we have the right to rerate the *contract* back to the original *effective date*

# Cost Sharing Features

## Cost Sharing Features

We will pay benefits for *covered services* as described in your *schedule of benefits* and the *covered services* sections of this *contract*. All benefits we pay will be subject to all conditions, limitations, and *cost sharing* features of this *contract*. *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 *deductible*, *copayment* or *coinsurance* amount when you visit your *provider* 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*.

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 *contract* 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 *contract* and in your *Schedule of Benefits*.

We may review your service selections and at our option we may offer rebate(s) when we determine higher quality and lower costs, evidence-based selection(s) were actively chosen by you.

## Coinsurance Amount

A *coinsurance* amount is your share of the cost of a service. *Members* may be required to pay a *coinsurance* amount in addition to any applicable *deductible amounts* due 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 amount* has been met, additional *covered service expenses* will be 100% covered by us.

## 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* as shown in your *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*.

## Maximum Out-of-Pocket

You must pay any required copayments or *coinsurance amounts* required until you reach the *maximum out-of-pocket amount* shown in your *schedule of benefits*. After the *maximum out-of-pocket amount* is met for an individual, we will pay 100% 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 expenses*.

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

The applicable *deductible* amount(s), coinsurance, and *copayment amounts* are shown on your *schedule of benefits*.

**Note:** The bill you receive for services or supplies from a non-*network* provider may be significantly higher than the *Eligible expenses* for those services or supplies. In addition to the *deductible* amount, *copayment amount*, and coinsurance, you are responsible for the difference between the *eligible expense* and the amount the non-*network* provider bills you for the services or supplies. Any amount you are obligated to pay to the non-*network* provider in excess of the *eligible expense* will not apply to your *deductible amount* or *maximum out-of-pocket amount*

**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 contract; 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 your *schedule of benefits*.

# Access To Care

## Ambetter Virtual Access Plan

*Ambetter Virtual Access* provides *adult members* (ages 18 and up) with unlimited primary care services for both medical and *behavioral health* benefits virtually. All virtual care is provided through *Virtual Care by Ambetter*.

Upon enrollment, *members* will log into the *Member Portal* through the app or on the website [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com) and select a *Virtual Care by Ambetter PCP*. *Members* may subsequently switch to another *primary care physician* or a traditional (in-person) *in-network primary care physician* if they wish. Traditional copays or cost share will be required if a *member* selects a traditional (in-person) provider as shown in your *Schedule of Benefits*. *Members* can request a virtual appointment through the website [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com) or through the mobile application. *Members* are required to obtain a *referral* from their *Virtual Care by Ambetter Primary Care Physician (PCP)* (excluding emergencies). This includes, but is not limited to, in-person office visits, *specialist* consultations, and diagnostic testing, as well as visits to a *network facility*. Emergency Room services do not require a *referral*. You do not need a *referral* from your *Ambetter Virtual Access primary care physician* for in-network mental or *behavioral health* services, obstetrical or gynecological treatment and may seek care directly from a *network obstetrician or gynecologist*. For all other *network specialist physicians*, you may be required to obtain a *referral* from your *network primary care physician* for benefits to be payable under your *contract* or benefits payable under this *contract* may be reduced. Please refer to your *Schedule of Benefits*.

There is no charge (\$0) associated with care provided through *Virtual Care by Ambetter*. Cost share may apply to non-virtual care, depending on the service provided. Please refer to your *schedule of benefits* to see the applicable cost share for all *covered services*.

*Medically necessary telehealth services* are subject to the same clinical and *utilization review* criteria, plan requirements, and limitations as those that apply when *medically necessary* care is provided in person.

For any additional questions please contact our *Member Service* line at 1-833-890-0329 (TTY 711).

**Note:** No charge (\$0) applies to laboratory benefits provided by our *preferred laboratory providers*, other laboratories require cost share.

All providers associated with *Ambetter Virtual Access* are independent, licensed *physicians* in good standing. All care provided via *Virtual Care by Ambetter* shall be deemed independent from Ambetter to ensure that a *member's* care and treatment plan are rendered via a practicing *physician*, or other medical professional with appropriate licensure.

## Changing Your Primary Care Physician (PCP)

You may change your *network primary care physician* by submitting a written request or by contacting our office at the number shown on your *member* identification card. The change to your *network primary care physician* of record will be effective no later than 30 days from the date we receive your request.

## Contacting Your Primary Care Physician

To make an appointment with your *primary care physician*, request an appointment through the website [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com), or through the mobile application. All virtual care is provided through *Virtual Care by Ambetter*. 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.

If you have an urgent medical problem or question or cannot reach your PCP, call our 24/7 nurse advice line at 1-833-890-0329. 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

### **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* 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* received from *non-network providers* are not *covered services* under this agreement, but you may have the opportunity to disenroll from coverage under this *contract* 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 *contract* for *non-network providers*.

### **Coverage Under other 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 *contract*.

### **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 medical or behavioral health emergency, call 911 or go to 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.

### **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 [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.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 enrollee identification card for further information.

### **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 rates. 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 participating *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*.

# Major Medical Expense Benefits

Ambetter from Nebraska Total Care provides coverage for healthcare services for a *member* and/or dependents. Some services require preauthorization. *Copayment, deductibles, and coinsurance* amounts must be paid to your *network provider* at the time you receive services. All *covered services* are subject to conditions, exclusions, limitations, terms and provisions of this *contract*. *Covered services* must be *medically necessary* and not *experimental* or *investigational*.

**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 *contract* are not subject to lifetime or annual dollar maximums. Certain non-essential health benefits, however, are subject to either a lifetime and/or annual dollar maximum.

## Benefit Limitations

Limitations may also apply to some *covered services* that fall under more than one *covered service* category. Please review all limits carefully. Ambetter from Nebraska Total Care will not pay benefits for any of the services, treatments, items or supplies that exceed benefit limits.

## Ambulance Services

*Covered service expenses* will include ambulance services for local transportation:

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 skilled nursing or *rehabilitation facility* when *authorized* by Ambetter from Nebraska Total Care.

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.

*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 Nebraska law, if you receive services from *non-network* ambulance *providers*, you may be responsible for costs above the *allowed amount*.

Exclusions:

No benefits will be paid for:

1. Expenses incurred for ambulance services covered by a local governmental or municipal body, unless otherwise required by law.
2. Non-*emergency* ambulance transportation.
3. Air ambulance:
  - 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. Ambulance services provided for a *member's* comfort or convenience.
- 5. Non-emergency transportation excluding ambulances (for example, transport van or taxi).
- 6. When a *member* is required by us to move from a non-*network* provider to a *network* provider.

### **Air Ambulance Service Benefits**

*Covered services* will include ambulance services for fixed wing and rotary wing air 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 Nebraska Total Care 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 ambulance transportation. Please Note: You should not be *balance billed* for services from a non-*network* 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 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. Ambulance services provided for a *member's* comfort or convenience.
- 5. Non-emergency transportation excluding ambulances.

### **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:

1. The investigational item or service itself;
2. 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
3. Items and services customarily provided by the research sponsors free of charge for any enrollee in the trial.

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 who are only following the protocol of phase I or II of a clinical trial, but not actually enrolled.

Clinical trials can be approved if they are approved or funded by one of the following:

1. One of the National Institutes of Health (NIH).
2. The Centers for Disease Control and Prevention.
3. The Agency for Health Care Research and Quality.
4. The Centers for Medicare & Medicaid Services.
5. A cooperative group or center of any of the entities listed above or the Department of Defense or the Department of Veteran Affairs.
6. The FDA in the form of an investigational new drug application.
7. The study or investigation is a drug trial that is exempt from having such an investigational new drug application
8. The federal Departments of Veterans' Affairs, Defense, or Energy.
9. 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.
10. 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. A *qualified individual* must be eligible to participate in the clinical trial, and either (a) have a *referral* from a doctor stating that the clinical trial would be appropriate for the purposes of prevention, early detection, or treatment of cancer or a life-threatening disease or condition; or (b) the individual must provide medical and scientific information establishing that their participation in the clinical trial would serve the purposes of prevention, early detection, or treatment of cancer or a life-threatening disease or condition.

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. Such documents shall be made available to us upon request.

The coverage required by this section is subject to the standard *contract* provisions applicable to other benefits, including deductible and coinsurance.

### **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

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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 the *provider's* billed charge. Virtual services are not a substitute for emergency care and you should go to an emergency room if you are experiencing an *emergency* medical condition.

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

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

Mental health services will be provided on an *inpatient* and *outpatient* basis and include treatable mental health conditions. These conditions affect the individual's ability to cope with the requirements of daily living. If you need mental health and/or *substance use disorder* treatment, you may choose any *provider* in our behavioral health *network*. *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. Treatment is limited to services prescribed by your *physician* in accordance with a treatment plan.

*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* and active treatment of mental, emotional, or *substance use disorders* as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders of the American Psychiatric Association or the International Statistical Classification of Diseases and Related Health Problems (ICD).

When making coverage determinations, our behavioral health and *substance use* staff 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* staff utilizes Change Healthcare's InterQual criteria for mental health determinations and American Society of Addiction Medicine (ASAM) criteria for *substance use disorder* determinations.

Covered *Inpatient* and *Outpatient* mental health and/or *substance use disorder* services are as follows:

#### **Inpatient**

1. *Inpatient* Psychiatric Hospitalization;
2. *Inpatient* Detoxification Treatment;
3. *Inpatient Rehabilitation*;
4. Observation;
5. Crisis Stabilization;
6. *Residential Treatment facility* for mental health and *substance use*; and
7. Electroconvulsive Therapy (ECT).

#### **Outpatient**

1. Partial Hospitalization Program (PHP);
2. Intense *Outpatient* Program (IOP);
3. Mental Health Day treatment;
4. Outpatient detoxification programs;
5. Evaluation and assessment for mental health and *substance use*;
6. Individual and group therapy for mental health and *substance use*;

7. Medication Assisted Treatment – combines behavioral therapy and medications to treat *substance use disorders*;
8. Medication management services;
9. Psychological and Neuropsychological testing and assessment;
10. *Applied behavior analysis* for treatment of *autism spectrum disorder*;
11. Telemedicine;
12. Electroconvulsive Therapy (ECT);
13. Biofeedback;
14. *Transcranial Magnetic Stimulation* (TMS); and
15. Assertive Community Treatment (ACT).

Behavioral health *covered services* are only for the diagnosis or treatment of mental health conditions; and the treatment of *substance use/chemical dependency*. Expenses for these services are covered, if *medically necessary*, and may be subject to *prior authorization*. Please see your *schedule of benefits* for more information regarding services that require *prior authorization* and specific benefit, day, or visit limits, if any.

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

### **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 behavior analysis* therapy;
- behavior training and behavior management;
- 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 behavior 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*.

### **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 *provider*, 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 medical practitioners*.
5. Outpatient physical therapy, occupational therapy and speech therapy.

*Custodial care* services are not covered under this *contract*. See your *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 Expense Benefits**

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

1. *Home health aide services, only if provided in conjunction with skilled registered nurse or licensed practical nursing services.*
2. Professional fees of a licensed respiratory, physical, occupational, or speech therapist required for *home health care*, skilled services of a registered nurse or licensed practical nurse rendered on an *outpatient* basis.
3. Intravenous medication and pain medication.
4. Hemodialysis, and for the processing and administration of blood or blood components.
5. *Necessary medical supplies.*
6. Rental or purchase of *medically necessary durable medical equipment*. 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.
7. 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.
8. Intermittent skilled nursing services by an R.N. or L.P.N.
9. Medical / social services.
10. Diagnostic services.
11. Nutritional guidance.
12. Training of the patient and/or family/caregiver.
13. Prenatal and postpartum homemaker visits.

Limitations:

See your *schedule of benefits* for benefit levels or additional limits for expenses related to *home health aide services*.

*Schedule of Benefits* Exclusion:

No benefits will be payable for charges related to *respite care, custodial care*, or educational care.

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## 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 an in-home setting. *Covered services* include:

1. Room and board in a *hospice* facility 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 *contract* 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*.

### Exclusions and Limitations:

Any exclusion or limitation contained in the *contract* 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.

Benefits for *hospice inpatient* or outpatient care are available to a *terminally ill covered person*.

## 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 *members cost share* obligations, are considered benefits provided and shall apply against any maximum benefit limit for these services.

## 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* for use only while you are *inpatient*.
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

## Infertility Services

*Covered services* for infertility treatment are limited to diagnostic testing to find the cause of infertility, such as diagnostic laparoscopy, endometrial biopsy, and semen analysis. Benefits are included to treat the underlying medical conditions that cause infertility (such as endometriosis, obstructed fallopian tubes and hormone deficiency).

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### **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.

### **Medical and Surgical Expense Benefits**

*Covered service* expenses are subject to all other terms and conditions of the *policy*, including the *deductible amount* and *cost sharing* provisions.

1. For *surgery* in a *physician's* office, *inpatient* facility or at an *outpatient surgical facility*, including services and supplies.
2. For services received for urgent care, including facility charges at a *network provider urgent care center*.
3. For the professional services of a *medical practitioner*, including *surgery*.
4. For dressings, crutches, orthopedic splints, braces, casts, or other *necessary medical supplies*.
5. For diagnostic testing using radiologic, ultrasonographic, or laboratory services.
6. For perfluoroalkyls (PFAS) and perfluorinated compound (PFC) blood testing.
7. For long-term antibiotic therapy for tick-borne *illness* when determined to be *medically necessary* and ordered by a licensed infectious disease *physician*.
8. For chemotherapy and radiation therapy or treatment.
9. For hemodialysis, and the charges by a *hospital* for processing and administration of blood or blood components.
10. For the cost and administration of an anesthetic.
11. For oxygen and its administration.
12. For accidental *dental expenses* when a *member* suffers an *injury*, that results in:
  - a. Damage to his or her sound natural teeth and gums.
  - b. Expenses are incurred or treatment is *authorized* as part of a treatment plan that was prescribed by a *physician*. *Injury* to the natural teeth will not include any *injury* as a result of chewing; and
  - c. Treatment made necessary due to *injury* to the jaw and oral structures other than teeth are covered without time limit.
13. For reconstructive breast *surgery* charges as a result of a partial or total mastectomy for breast cancer if the patient elect's reconstruction and in the manner chosen by the patient and the *physician*. 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.
14. For *surgery*, to treat craniomandibular disorders, malocclusions, or disorders of the temporomandibular joint, as well as removable appliances for TMJ repositioning and related *surgery*, medical care, and diagnostic services.
15. For *chiropractic care*, including office visits for assessment, evaluation, spinal adjustment, *medically necessary manipulative therapy* treatment on an *outpatient* basis and physiological therapy before (or in conjunction with) spinal adjustment. Please refer to the *Schedule of Benefits* for applicable limits.
16. For pulse oximetry screening on a newborn.
17. For *medically necessary* transplants:
18. For *outpatient contraceptive services* for any type of drug or device for contraception,

which is lawfully prescribed and has been approved by the FDA. Coverage for prescription contraceptives will be provided for a 12-month period, if prescribed in that quantity. Additionally, coverage is required for any *outpatient* services related to the use of a drug or device intended to prevent *pregnancy*. Benefits for prescription *outpatient contraceptive services* are exempt from any *deductibles, copayment, and coinsurance* provisions.

19. For dental procedure coverage for the *medically necessary* facility charges and administration of general anesthesia administered by a licensed anesthesiologist or anesthesiologist for dental procedures performed on a *member* who:
  - a. is a child under the age of 6 who is determined by a licensed dentist in conjunction with a licensed *primary care physician* to have a dental condition of significant dental complexity which requires certain dental procedures to be performed in a surgical day care facility or *hospital* setting; or
  - b. is a person who has exceptional medical circumstances, or a developmental disability as determined by a licensed *primary care physician* which place the person at serious risk.
20. 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 *physician* has issued a written order stating that the enteral formula or food product is *medically necessary* and is the least restrictive and most cost-effective means for meeting the needs of the *member*. 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.
21. 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*.
22. 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 as long as the providing therapist receives a *referral* from the child's *primary care physician* if applicable.
23. For the diseases and ailments caused by obesity and morbid obesity and treatment for such, including bariatric surgery, when the prescribing *physician* has issued a written order stating that treatment is *medically necessary* and in accordance with the member's qualifications and treatment standards set forth by the American Society for Metabolic and Bariatric Surgery or the American College of Surgeons. Such treatment standards may include, but not be limited to, pre-operative psychological screening and counseling, behavior modification, weight loss, exercise regimens, nutritional counseling, and post-operative follow-up, overview, and counseling of dietary, exercise, and lifestyle changes. The covered insured person shall be at least 18 years of age.
24. For *medically necessary* diagnostic and laboratory and x-ray tests.
25. For telemedicine for *covered services* provided within the scope of practice of a *physician* or other health care provider as a method of delivery of medical care by which a *member* shall receive medical services from a health care provider without in-person contact with the provider.
26. For naturopathy providers.
27. For injections, including allergy injections.
28. 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 as indicated in the “*Dental services*” section.
  - d. Surgical services as described in the “Temporomandibular Joint (TMJ) and Craniomandibular Joint Services” section.
  - 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*.
29. For *medically necessary* genetic blood tests.
30. Coverage for *medically necessary* bone mass measurement and for diagnosis and treatment of osteoporosis.
31. *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 a *member* 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.
32. 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
33. 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.
34. 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.
35. For surgery, excluding tooth extraction
36. For pulse oximetry screening on a newborn.
37. 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
38. Newborn hearing screening, necessary rescreening, audiological assessment and follow-up, and initial amplification.
39. Allergy testing, injections, and serum.

40. 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.
41. For scalp hair prosthesis expenses for hair loss suffered as a result of alopecia areata, alopecia totalis, alopecia medicamentosa resulting from the treatment from any form of cancer or leukemia, or permanent loss of scalp hair due to injury. Such coverage shall be subject to a written recommendation by the treating health care professional stating that the hair prosthesis is a *medical necessity*.
42. 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
43. 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. Coverage is limited to a maximum cost of \$75 per transplant
44. Dental anesthesia charges include coverage for the administration of general anesthesia and *hospital* charges for dental care, rendered by a dentist, provided to the following members:
  - a. a child under the age of five
  - 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.
45. 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
46. 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.
47. For respiratory and pulmonary therapy.
48. For *medically necessary* immunizations to prevent respiratory syncytial virus (RSV), and for *medically necessary* genetic blood tests.
49. 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.
50. Testing of pregnant women and other members for lead poisoning.

### Dialysis Services

*Medically necessary* acute and chronic dialysis services are *covered services* unless other coverage is primary, such as Medicare for dialysis. There are two types of treatment provided you meet all the criteria for treatment. You may receive hemodialysis in a *network* dialysis facility or peritoneal dialysis in your home from a *network provider* when you qualify for home dialysis.

Covered expenses include:

1. Services provided in an Outpatient Dialysis Facility or when services are provided in the home.
2. Processing and administration of blood or blood components.
3. Dialysis services provided in a *hospital*.
4. Dialysis treatment of an acute or chronic kidney ailment which may include the supportive use of an artificial kidney machine.

After you receive appropriate training at a dialysis facility we designate, we also cover equipment and medical supplies required for home hemodialysis and home peritoneal dialysis. Coverage is limited to the standard item of equipment or supplies that adequately meets your medical needs. We will determine if equipment is made available on a rental or purchase basis. 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.

### **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 *cost sharing* for the consultation. Any lab tests and/or diagnostic and therapeutic services are subject to additional *cost sharing*. If a second medical opinion is obtained by a *non-network provider*, *prior authorization* must be obtained before services are considered an *eligible expense*. If *prior authorization* is not obtained for a second medical opinion from a *non-network provider*, you will be responsible for the related expenses. If you see a *non-network provider*, you may be *balance billed* for services received.

### **Diabetic Care Expense Benefits**

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 and/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, prescription medication and one retinopathy examination screening per year.

Refer to your *Schedule of Benefits* for any limitations associated with medical and surgical expense benefits.

### **Insulin**

The total amount you will be required to pay for a covered insulin drug will not exceed \$30 per 30-day supply of the drug. Prescription insulin drugs are not subject to a deductible but may be subject to copay or coinsurance. Any other insulin supplies or medical services may be subject to your deductible, copay, or coinsurance.

Note: For Health Savings Account Plans deductible is not waived; Cap of \$30 does apply to deductible, coinsurance, or copay. Any other insulin supplies or medical services may be subject to your deductible, copay, or coinsurance

## Outpatient Medical Supplies Expense Benefits

*Covered expenses* for outpatient medical supplies are limited to charges:

1. For artificial eyes or larynx, breast prosthesis, or basic artificial limbs (but not the replacement thereof, unless required by a physical change in the *covered person* and the item cannot be modified). If more than one *prosthetic device* can meet a *covered person's* functional needs, only the charge for the most cost-effective *prosthetic device* will be considered a *covered expense*.
2. For one pair of foot orthotics per year per *covered person* Coverage is limited to diabetes care only.
3. For rental of *medically necessary durable medical equipment*.
4. For the rental of one Continuous Passive Motion (CPM) machine per *covered person* following a covered joint *surgery*.
5. For one pair of eyeglasses or contact lenses per *covered person* following a covered cataract *surgery*.
6. 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.
7. Testing of pregnant women and other members for lead poisoning.
8. 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 *contract*.

## Prescription Drug Expense Benefits

We work with *providers* and pharmacies 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* (including epinephrine auto injectors).
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

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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.

### **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 program operates in addition to any applicable medication quantity limit or refill guidelines.

Certain specialty and non-specialty generic medications may be covered at a higher cost share than other generic products. Please reference the *formulary* and *Schedule of Benefits* for additional information. For purposes of this section their tier status as indicated by the *formulary* will be applicable.

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

#### **Notice and *Proof of Loss*:**

In order to obtain payment for *covered service expenses* incurred at a *pharmacy* for *prescription orders*, a notice of claim and *proof of loss* must be submitted directly to us.

Prescription refills are subject to the following:

#### **Ophthalmic prescriptions**

Refills for ophthalmic prescription medications based on days' supply of the original fill or the most recent fill of the prescription.

For a 30-day supply of an ophthalmic prescription, the *member* can request the refill no earlier than 21 days after the following dates:

- The date the original prescription was dispensed to the member; or
- The date the most recent refill of the prescription was dispensed to the member.

For example, if *member* fills a 30-day supply of a medication on April 1st, the *member* can refill the same medication on or after April 21st.

For a 90-day supply of an ophthalmic prescription, the *member* can request a refill no earlier than 63 days after the later of the following dates:

- The date the original prescription was dispensed to the member
- The date the most recent refill of the prescription was dispensed to the member.

For example, if *member* fills a 90-day supply of an ophthalmic medication the *member* will be able to refill that ophthalmic medication on the 63rd day after the original or most recent fill of the medication.

#### **Non-ophthalmic prescriptions**

Refills for non-ophthalmic prescription medications are provided after *member* uses 80 percent of medication available based on days' supply of the original fill or the most recent fill of the prescription.

For example, if *member* fills a 30-day supply of medication on April 1st, *member* can refill the same medication on or after April 25th. For non-ophthalmic medications, we may utilize supply-on-hand logic  
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limiting *member* to 5 fills in any rolling 6-month period. For example, if *member* fills first fill of medication on January 1st and utilizes early refill (when 80 percent of previous claim has been utilized) *member* will have 6-month supply on-hand after the 5th fill. We may limit further refills until *member* has exhausted total supply.

*Cost sharing* paid on your behalf for any *prescription drugs* obtained by you through the use of a drug discount, coupon, or copay card provided by a *prescription drug* manufacturer will not apply toward your plan deductible or your *maximum out-of-pocket*.

*Cost sharing* paid on your behalf for any *prescription drugs* with a generic equivalent will not apply toward your plan deductible or your maximum out of pocket if a *drug discount, coupon, copayment card*, or manufacturer supplied prepaid credit card was used.

#### Non-Covered Services and Exclusions:

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

1. For *prescription drugs* for the 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 maintenance drugs up to a 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 preventative 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 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 the 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 prescription or over the counter version of vitamin(s) unless otherwise included on the formulary.
23. 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.
24. Medication refills where a *member* has more than 15 days' supply of medication on hand.
25. For immunization agents otherwise not required by the Affordable Care Act

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

The *formulary* or *prescription drug* list is a guide to available generic and 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 [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com) (under "For Member", "Drug Coverage") or call *Member Services* at 1-833-890-0329 (TTY 711).

### **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.

### **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 [Ambetter.NebraskaTotalCare.com](https://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 in-*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 [Ambetter.NebraskaTotalCare.com](https://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.”

## Non-Formulary Prescription Drugs:

Under 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 provider* may request a standard review of a decision that a drug is not covered by the plan. 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 provider* with our coverage determination. Should the standard exception request be granted, we will provide coverage of the non-*formulary* drug for the duration of the prescription, including refills.

### Expedited exception request

A *member*, a *member’s authorized representative* or a *member’s prescribing provider* 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 provider* with our coverage determination. Should the expedited exception request be granted, we will provide coverage of the non-*formulary* drug 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 provider* 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 provider* 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 request, we will provide coverage of the non-*formulary* drug 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 for the duration of the exigency.

### **Cancer Drug Expense Benefits**

*Covered service expenses* in this benefit include coverage for any other use of a drug for the treatment of cancer if that drug is recognized for the treatment of that specific type of cancer, for which it has been prescribed, in one of the standard reference compendia or medical literature.

Standard reference compendia means:

- a) The "United States Pharmacopoeia Drug Information"; or
- b) The "American *Hospital Formulary* Service Drug Information".

Medical literature means: two (2) articles from major peer-reviewed professional medical journals that have recognized, based on scientific or medical criteria, the drug's safety and effectiveness for treatment of the indication for which it has been prescribed unless two (2) articles from major peer-reviewed professional medical journals have concluded, based on scientific or medical criteria, that the drug is unsafe or ineffective or that the drug safety and effectiveness cannot be determined for the treatment of the indication for which it has been prescribed. Peer-reviewed medical literature shall not include publications or supplements that are sponsored to a significant extent by a pharmaceutical manufacturing company or health carrier.

Coverage will not include any *experimental* drug used for the treatment of cancer if a drug has not been approved by the FDA or the use of a drug that is contraindicated by the FDA.

### **Lock-in Program**

To help decrease overutilization and abuse, certain *members* identified through our Lock-in Program, may be locked into a specific *network* pharmacy of their choosing for the duration of their participation in the lock-in program. *Members* locked into a specific pharmacy will be able to obtain their medication(s) only at specified location. These medications still may require a *prior authorization* be submitted by your *provider*. Ambetter pharmacy, together with Medical Management will review *member* profiles and using specific criteria, will recommend *members* for participation in lock-in program. *Members* identified for participation in 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.

### **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.

### **Medically Necessary Vision Services**

*Covered services* include:

- Vision screenings to diagnose and treat a suspected disease or *injury* of the eye.
- Vision screenings to determine the presence of refractive error.
- 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 *primary care physician*.

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

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

### **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 *network 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.

### **Dental Anesthesia Coverage**

*Covered service expenses* when rendered in a *hospital* setting and for associated *hospital* charges when the mental or physical condition of the insured person requires dental treatment to be rendered in a *hospital* setting.

### **Temporomandibular Joint Disorder and Craniomandibular Disorder Expense Benefits**

*Covered service expenses* expanded to include the charges incurred for diagnostic services and *surgery* for temporomandibular joint disorder and craniomandibular disorder. These expenses shall be the same as that for treatment to any other joint in the body. Coverage shall apply if the treatment is administered or prescribed by a *primary care physician* or dentist.

### **Preventive care services**

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 1-855-650-3789 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).

#### Maternity Care:

An *inpatient* stay is covered for mother and newborn for a minimum of 48 hours following a vaginal delivery and 96 hours following a delivery by cesarean section. We do not require that a *provider* or other healthcare *provider* obtain *prior authorization* for the delivery.

Other maternity benefits which may require *prior authorization* include:

- a. 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, and childbirth classes.
- b. *Provider* home visits and office services.
- c. Parent education, assistance, and training in breast or bottle feeding and the performance of any necessary and appropriate clinical tests.
- d. *Complications of pregnancy*.
- e. *Hospital* stays for other *medically necessary* reasons associated with maternity care.
- f. For medical services or supplies for maternity deliveries at home, required for medical professional or *medically necessary* treatment.

Maternity coverage of a home birth by a midwife or nurse midwife is limited to low-risk *pregnancy* and may be subject to preauthorization requirements.

Note: This provision does not amend the *contract* 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 as limitations may exist.

#### Post-Discharge Care

Post-discharge care shall consist of a minimum of two visits at least one of which shall be in the home, in accordance with accepted maternal and neonatal physical assessments, by a registered professional nurse with experience in maternal and child health nursing or a *physician*. The location and schedule of the post-discharge visits shall be determined by the attending *physician*. Services provided by the registered professional nurse or *physician* shall include, but not be limited to, physical assessment of the newborn and mother, parent education, assistance and

training in breast or bottle feeding, education and services for complete childhood immunizations, the performance of any necessary and appropriate clinical tests and submission of a metabolic specimen satisfactory to the state laboratory. Such services shall be in accordance with the medical criteria outlined in the most current version of the "Guidelines for Perinatal Care" prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists, or similar guidelines prepared by another nationally recognized medical organization. Any abnormality, in the condition of the mother or the child, observed by the nurse shall be reported to the attending *physician* as medically appropriate.

## 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 your *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 for *members* who are a *surrogate* during the course of their *surrogate arrangement*. For more information on excluded services, please see the **General Non-Covered Services and Exclusions** section of this *contract*. *Members* 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 *contract*, plus interest, attorneys' fees, costs and all other remedies available to us.

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

Health insurance issuers generally may not, under federal law, restrict benefits 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 cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending *provider*, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a *provider* obtain *authorization* from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

## 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 *contract*. 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 *contract* will be provided for both you and the donor. In this case, payments made for the donor will be charged against *member* 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 *contract* 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 a *member* and donor are appropriate candidates for a *medically necessary* transplant or live donation, *covered service expense* benefits 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. *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 stabilize a *member* 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 a *network* 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, 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 *member's contract*, after benefits for the *member'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 *member's contract*.

Ancillary "*Center of Excellence*" Service Benefits:

A *member* may obtain services in connection with a *medically necessary* transplant from any *provider*.

However, if a *medically necessary* transplant is performed in a *Center of Excellence*:

1. We will pay for the following services when the *member* 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 *member*, any live donor, and the *immediate family* to accompany the *member* to and from the *Center of Excellence*, in the United States.
  - b. When *member* 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 *member* while the *member* is confined in the *Center of Excellence* in the United States. We will reimburse *members* for the proof of the 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](https://Ambetter.NebraskaTotalCare.com).

**Non-Covered services and Exclusions:**

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

1. For a prophylactic bone marrow harvest or peripheral blood stem cell collection when no *medically necessary* 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 through 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 *member* and donor, when performed outside of the United States.
10. The following ancillary items listed below, will not be subject to *member* reimbursement under this *contract*:
  - 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 *contract* 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

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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 *contract'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 *contract'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.

#### Limitations on Transplant Service Expense Benefits:

In addition to the exclusions and limitations specified elsewhere in this section, if a designated *Center of Excellence* is not used, the acquisition cost for the organ or bone marrow is not covered.

#### **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 *allowed 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 a *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.

### 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.

### Durable Medical Equipment

The rental (or, at our option, the purchase) of *durable medical equipment* prescribed by a *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 costs must not be more than the purchase price. The Plan 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. *Durable medical equipment* may require a *prior authorization*.

*Covered Services* 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.

### 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* may include, but are not limited to:

1. Allergy serum extracts.
2. Chem strips, Glucometer, Lancets.
3. Clinitest.

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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 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. Med-injectors.
7. Items usually stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly.

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 that:

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* 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 four surgical bras per Benefit Period, 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) when purchased through a health plan DME *provider*.

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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 other than a health plan DME *provider*.
5. Penile prosthesis in men suffering impotency resulting from disease or *injury*.
6. Bone Anchored Hearing Aids or Cochlear Implants.

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* 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. Coverage is for diabetic care only.

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* 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 specially made and fitted (except as specified under Medical Supplies provision).
4. Garter belts or similar devices.

Hearing Aids

For the professional services associated with the *practice of fitting, dispensing, servicing, or sale of hearing instruments or hearing aids*. The benefits includes the cost of a *hearing aid* for each ear, as needed, as well as related services necessary to assess, select, and fit the *hearing aid*, as needed.

**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.

### **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 (CAT scan), Positron Emission Tomography/ Single Photon Emission Computed Tomography (PET/SPECT scan), mammogram, ultrasound). *Prior authorization* may be required, see your *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).

### **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 *contract*. 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 *contract* 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 website. Enrollees may receive notifications about available benefits and services through emails from local health plans 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 [Ambetter.NebraskaTotalCare.com](https://Ambetter.NebraskaTotalCare.com) or by contacting *Member Services* at 1-833-890-0329 (TTY 711).

### **Urgent Care**

*Urgent Care* services include *medically necessary* services by *network providers* and services provided virtually or at a *network urgent care center* including facility costs and supplies. Your zero *cost sharing* preventive care benefits may not be used at an *urgent care center*.

*Members* are encouraged to contact their *primary care physician* for an appointment before seeking care from another *provider*. Ambetter's Virtual Access Plan provides *adult members* (ages 18 and up) with unlimited primary care services for both medical and *behavioral health* care. Your *PCP* will determine and arrange for appropriate treatment and provide *referrals* for *covered services*. Contracted *urgent care centers* and walk in clinics can be used when an urgent appointment is not available through *Virtual Care by Ambetter*. If the *primary care physician* is not available through *Virtual Care by Ambetter* and the condition persists, call the 24/7 Nurse Advice Line, at 1-833-890-0329. 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 enrollees for participating in certain programs that we may make available in connection with this *contract*. 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 [Ambetter.NebraskaTotalCare.com](http://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 enrollees are automatically eligible for program benefits upon obtaining coverage. The programs are optional, and the benefits are made available at no additional cost to the enrollees. The programs and benefits available at any given time are made part of this *contract* by this reference and are subject to change by us through updates available on our website or by contacting us.

### **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 *primary care physician (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; and
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 others 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% or less with O<sub>2</sub> saturation at least 90%
- 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.

### **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.

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

*Covered services* 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).

### **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.

### **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 *member* 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.

### **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.

# 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 medical and behavioral health *covered service expenses* require *prior authorization*, as more fully detailed in your *schedule of benefits*. In general, *network providers* must obtain *authorization* from us prior to providing a service or supply to a *covered person*. However, there are some *network eligible expenses* for which you must obtain the *prior authorization*.

For services, items or supplies that require *prior authorization*, as shown on your 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 by a *non-network provider*.

*Prior authorization* must be obtained for the following services, except for Urgent Care or *Emergency services*. This list is not exhaustive, to confirm if a specific service requires *Prior authorization*, please contact *Member Services*.

- Non-Emergency Health Care Services provided by *non-network providers*.
- Reconstructive procedures.
- Diagnostic Tests such as specialized labs, procedures, and high technology imaging.
- Injectable drugs and medications.
- *Inpatient* health care services.
- Specific *surgical procedures*.
- Nutritional supplements.
- Pain management services; and
- *Transplant* services.

*Prior authorization* (medical and behavioral health) requests must be received by telephone, fax or *provider portal* as follows:

1. At least five days prior to an elective admission as an *inpatient* in a *hospital*, extended care or *rehabilitation facility*, or *hospice 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 any *inpatient* admission, including emergent *inpatient* admissions.
5. At least five days prior to the start of *home health care* except those *members* needing *home health care* after *hospital* discharge.

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 immediate request situations, within one business day, when the lack of treatment may result in an *emergency room* visit or *emergency admission*.
2. For urgent concurrent reviews within 24 hours of receipt of the request.
3. For urgent pre-service reviews, within 72 hours from date of receipt of request.
4. For non-urgent pre-service requests within five days but no longer than 15 days of receipt of the request.
5. For post-service or retrospective reviews, within 30 calendar days.

### **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 1-833-890-0329 (TTY 711) 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.

In cases of emergency, benefits will not be reduced for failure to comply with *prior authorization* requirements. 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 *contract*.

### **Prior Authorization Denials**

Refer to the Appeal, *Complaint* and *Grievance* Procedures section of this *contract* for information on your right to *appeal* a denied authorization.

### **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. 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, unless *covered services* are not available from *network providers* within a reasonable proximity such services will not be covered. If required *medically necessary* services are not available from *network providers* you **or the network provider must request prior authorization from us before you may receive services from non-network providers**. Otherwise you will be responsible for all charges incurred.

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## 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 for a *member* by the *member's immediate family*.
4. Any services not identified and included as *covered service expenses* under the *contract*. 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 *contract*, no benefit will be paid for a service or supply unless it is:

1. Administered or ordered by a *provider*; 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 *contract*.
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*.
4. For cosmetic breast reduction or augmentation, except for the *medically necessary* treatment of gender dysphoria.
5. For the reversal of sterilization and vasectomies.
6. For abortion (except in the case of rape, incest or when the life of the mother would be endangered if the fetus were carried to term).
7. For expenses for television, telephone, or expenses for other persons.
8. For career counseling, marriage, divorce, family, or child counseling for the treatment of premarital, marriage, family, or child relationship dysfunctions.
9. For telephone consultations, except those meeting the definition of *telehealth services* and Ambetter Virtual Care services, or for failure to keep a scheduled appointment.
10. For services provided outside of a virtual visit, when a *referral* is not obtained *through Virtual Care by Ambetter providers*, except in an emergency, or as specified elsewhere in this *contract*.
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 Medical and Surgical Expense Benefits.
13. For treatment of malocclusions disorders of the temporomandibular joint, or craniomandibular disorders, except as described in *covered service expenses* of the Medical and Surgical Expense Benefits provisions.
14. For *cosmetic treatment*, except for *reconstructive surgery* that is incidental to or follows *surgery* or an *injury* that was covered under the *contract* or is performed to correct a birth defect in a child.
15. For diagnosis or treatment of learning disabilities.
16. For diagnosis or treatment of nicotine addiction.

17. For charges related to, or in preparation for, tissue or organ transplants, except as expressly provided for under the Transplant Service Expense Benefits.
18. For eye refractive *surgery*, when the primary purpose is to correct nearsightedness, farsightedness, or astigmatism.
19. While confined primarily to receive *rehabilitation, custodial care*, educational care, or nursing services (unless expressly provided for in this *contract*).
20. For vocational or recreational therapy, vocational *rehabilitation*, outpatient speech therapy, or occupational therapy, except as expressly provided for in this *contract*.
21. For alternative or complementary medicine using non-orthodox therapeutic practices that do not follow conventional medicine. These include, but are not limited to, wilderness therapy, outdoor therapy, boot camp, equine therapy, and similar programs.
22. For eyeglasses, contact lenses, hearing aids, Cochlear Implants, Bone Anchored Hearing Aids, eye refraction, visual therapy, or for any examination or fitting related to these devices, except as expressly provided in this *contract*.
23. 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.
24. For treatment received outside the United States, except for a medical *emergency* while traveling for up to a maximum of (90) consecutive days.
25. 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.
26. For fetal reduction *surgery*.
27. Except as specifically identified as a *covered service expense* under the *contract*, 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.
28. 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).
29. 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.
30. As a result of any *injury* sustained while at a *residential treatment facility*.
31. 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.
32. For the following miscellaneous items (except where required by federal or state law): in-vitro fertilization, artificial insemination, biofeedback; 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; private duty nursing; *rehabilitation* services for the enhancement of job, athletic, or recreational performance; routine or elective care outside the *service area*; sclerotherapy for varicose veins; treatment of spider veins; transportation expenses, unless specifically described in this *contract*;
33. *Surgical procedure* relating to fertility or infertility.
  34. Diagnostic testing, laboratory procedures, screenings or examinations performed for the purpose of obtaining, maintaining, or monitoring employment.
  35. Mental Health Services are excluded:
    - a. For services for psychological testing associated with the evaluation and diagnosis of learning disabilities.
    - b. Pre-marital counseling.
    - c. Any non-*medically necessary* court-ordered care or testing, unless required by state law 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 *contract*.
    - d. Testing of ability, aptitude, intelligence, or interest; and
    - e. Evaluation for the purpose of maintaining employment. Benefits will be allowed for services that would otherwise be covered under this *contract*.
  36. Services which are custodial or residential in nature.
  37. Habilitative services that are solely educational in nature or otherwise paid under state or federal law for purely educational services.
  38. For any claim submitted by non-lock-in pharmacy while *member* is in lock-in status. To facilitate appropriate benefit use and prevent opioid overutilization, *member's* participation in lock-in status will be determined by review of pharmacy claims.
  39. *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*
    - 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 *contract* with us and/ or the child possesses an active *contract* with us at the time of birth; or
  40. For any medicinal and recreational use of cannabis or marijuana
  41. For all health care services obtained at an *Urgent Care Facility* that is a *non-network provider*
  42. For expenses, services, and treatments from an Acupuncture specialist to stimulate the central nervous system.
  43. Immunizations that are not *medically necessary* or medically indicated. This includes those used for travel and occupational.



- 44. For expenses, services, and treatments from a massage therapist to touch and manipulate the muscles and other soft tissues of the body.
- 45. 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.
- 46. For expenses, services, and treatments from a Naturopathic specialist for treatment of prevention, self-healing and use of natural therapies.
- 47. For expenses, services, and treatments related to private duty nursing in an *inpatient*, outpatient or home location.
- 48. For expenses for services related to dry needling.

# Termination

## Termination of Contract

All insurance will cease on termination of this *contract*. This *contract* will terminate on the earliest of:

1. Nonpayment of premiums when due, subject to the Grace Period provision in this *contract*.
2. The date we receive a request from you to terminate this *contract*, 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 *contract*, as stated in the Discontinuance provision.
4. The date of your death if you are the only *member* on this *contract*.
5. For a covered *eligible child* reaching the limiting age of 26, coverage under this *contract* will terminate at 11:59 p.m. on the last day of the year in which the *eligible child* reaches the limiting age of 26.
6. The date your eligibility for coverage under this *contract* ceases as determined by the Health Insurance Marketplace.

If there are other *members* covered under this *contract*, it may be continued after your death:

1. By your *spouse* if a *member*; otherwise
2. By the youngest child who is a *member*.

This *contract* will be changed, and your *spouse* or youngest child will replace you as the primary *member*. A proper adjustment will be made in the premium required for this *contract* to be continued. We will also refund any premium paid and not earned due to your death. The refund will be based on a pro-rata basis.

## For Dependents

A *dependent* will cease to be a *member* at the end of the premium period in which he or she ceases to be your *dependent member*. For *eligible children*, coverage will terminate the thirty-first of December the year that the dependent turns 26 years of age.

A *member* will not cease to be a *dependent eligible child* solely because of age if the *eligible child* is:

1. Not capable of self-sustaining employment due to mental disability or physical disability that began before the age limit was reached; and
2. Mainly *dependent* on the primary *member* for support.

## Refund upon Cancellation

We will refund any premium paid and not earned due to *contract* termination. You may cancel the *contract* at any time by written notice, delivered or mailed to the Health Insurance Marketplace, or if an off-exchange *member* by written notice, delivered or mailed to us. 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.

## Discontinuance

90-Day Notice: If we discontinue offering all *contracts* issued on this form, with the same type and level of benefits, for all residents of the state of Nebraska, 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 the state of Nebraska at the time of discontinuance of this *contract*. 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 *contracts* in the individual market in the state of Nebraska, 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 *contracts* in the individual market in the state of Nebraska.

### **Notification Requirements**

It is the responsibility of you or your former *dependent member* to notify the Health Insurance Marketplace within 31 days of your legal divorce or your *dependent member's* marriage. You must notify us of the address at which their continuation of coverage should be issued.

### **Continuation of Coverage**

We will issue the continuation of coverage:

1. No less than 30 days prior to a *member's* 26th birthday; or
2. Within 30 days after the date, we receive timely notice of your legal divorce or *dependent member's* marriage. Your former *dependent member* must pay the required premium within 31 days following notice from us or the new *contract* will be void from its beginning.

## Reimbursement

If a *member's illness or injury* 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*.

However, if payment by or for the *third party* has not been made by the time, we receive acceptable *proof of loss*, we will pay regular *contract* benefits for the *member's loss*. We will have the right to be reimbursed to the extent of benefits we provided or paid for the *illness or injury* if the *member* subsequently receives any payment from any *third party*. The *member* (or the guardian, legal representatives, estate, or heirs of the *member*) shall promptly reimburse us from the settlement, judgment, or any payment received from any *third party*.

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. 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 subrogated 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 that subrogation right independently of the *member*.
5. To take no action that prejudices our reimbursement and subrogation rights.
6. To sign, date, and deliver to us any documents we request that protect our reimbursement and subrogation rights.
7. To not settle any claim or lawsuit against a *third party* without providing us with written notice no less than 30 days prior to the settlement.
8. 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.
9. That we may reduce other benefits under the *contract* by the amounts a *member* has agreed to reimburse us.

Furthermore, as a condition of our payment, we may require the *member* or the *member's* guardian (if the *member* is a minor or legally incompetent) to execute a written reimbursement agreement. However, the terms of this provision remain in effect regardless of whether or not an agreement is actually signed.

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

We will not pay attorney fees or costs associated with the *member's* claim or lawsuit unless we previously agreed in writing to do so.

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.

**Reimbursement for Emergency Room Boarding**

We will pay the acute care *hospital* a per diem day rate required to board and care for the *member*, for each day the *member* is waiting in an acute care medical *hospital* located in the State of Nebraska. The day rate required to board and care for the *member* may be billed for up to 21 days or discharge, whichever is sooner, and shall be renewed as needed for patient protection. The rate is deemed to cover all costs incurred by a *hospital* for the boarding and non-medical care of the *member* and shall not be billed to the *member*. This does not preclude a *hospital* from billing for other *medically necessary* services.

# Claims

## Notice of Claim

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any *loss* covered by the *contract*, or as soon thereafter as is reasonably possible.

Notice given by or on behalf of the insured or the beneficiary should be sent to the insurer at Ambetter from Nebraska Total Care, P.O. Box 25408 Little Rock, AR 72221, or to any *authorized* agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.

## Claim Forms

Upon receipt of a notice of claim, we will furnish to the *claimant* such forms as are usually furnished by us for filing *proofs of loss*. If such forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements of this *contract* as to *proof of loss* upon submitting, within the time fixed in the *contract* for filing *proofs of loss*, written proof covering the occurrence, the character, and the extent of the *loss* for which claim is made.

## 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 *contract* 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 *contract*.

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 claims of all *members*.

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

All benefits payable under this *contract* for a *loss*, other than *loss* for which this *contract* provides any periodic payment, will be paid within twenty-five (25) days after receipt of due written proof of such *loss* in the form of a clean claim where claims are submitted electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such *loss* in the form of clean claim where claims are submitted in paper format. Benefits due under the policies and claims are overdue if not paid within twenty-five (25) days or thirty-five (35) days, whichever is applicable, after the insurer receives a clean claim containing necessary medical information and other information essential for the insurer to administer preexisting condition, coordination of benefits and subrogation provisions. A “clean claim” means a claim received by an insurer for adjudication and which requires no further information, adjustment or alteration by the *provider* of services or the *member* in order to be processed and paid by the insurer. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim under this provision. A clean claim includes resubmitted claims with previously identified deficiencies corrected. Errors, such as system errors, attributable to the insurer, do not change the clean claim status.

A clean claim does not include any of the following:

1. A duplicate claim, which means an original claim and its duplicate when the duplicate is filed within thirty (30) days of the original claim.
2. Claims which are submitted fraudulently or that are based upon material misrepresentations.
3. Claims that require information essential for the insurer to administer preexisting condition, coordination of benefits or subrogation provisions; or
4. Claims submitted by a *provider* more than thirty (30) days after the date of service; if the *provider* does not submit the claim on behalf of the *member*, then a claim is not clean when submitted more than thirty (30) days after the date of billing by the *provider* to the *member*.

Not later than twenty-five (25) days after the date the insurer actually receives an electronic claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the *provider* (where the claim is owed to the *provider*) or the *member* (where the claim is owed to the *member*) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Not later than thirty-five (35)

days after the date the insurer actually receives a paper claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the *provider* (where the claim is owed to the *provider*) or the *member* (where the claim is owed to the *member*) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by the insurer shall be paid within twenty (20) days after receipt.

For purposes of this provision, the term “pay” means that the insurer shall either send cash or a cash equivalent by United States mail or send cash or a cash equivalent by other means such as electronic transfer, in full satisfaction of the appropriate benefit due the *provider* (where the claim is owed to the *provider*) or the *member* (where the claim is owed to the *member*). To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the *provider* (where the claim is owed to the *provider*) or the *member* (where the claim is owed to the *member*) in a properly addressed, postpaid envelope, or, if not so posted, or not sent by United States mail, on the date of delivery of payment to the *provider* or *member*.

If the claim is not denied for valid and proper reasons by the end of the applicable time period prescribed in this provision, the insurer must pay the *provider* (where the claim is owed to the *provider*) or the *member* (where the claim is owed to the *member*) interest on accrued benefits at the rate of three percent (3%) per month accruing from the day after payment was due on the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated. Whenever interest is due pursuant to this provision is less than One Dollar (\$1.00), such amount shall be credited to the account of the person or entity to whom such amount is owed. The provisions of this paragraph shall not apply to any claims or benefits owed under Medicare Advantage plans or Medicare Advantage Prescription Drug plans.

In the event the insurer fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided in the above paragraph of this section and any other damages as may be allowable by law. If it is determined in such action that the insurer acted in bad faith as evidenced by a repeated or deliberate pattern or failing to pay benefits and/or claims when due, the person entitled to such benefits (health care *provider* or *member*) shall be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

### **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 \$1,000 to any relative who, in our opinion, is entitled to it.

We may pay all or any part of the benefits provided by this *contract* 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 *contract* from any future benefits under this *contract*.



When a *covered service* is received from a *non-network provider* as a result of an *emergency*, *members* may be responsible for amounts above the *eligible expense*.

If the *member* provides the insurer with written direction that all or a portion of any indemnities or benefits provided by the *contract* be paid to a licensed health care *provider* rendering *hospital*, nursing, medical or surgical services, then the insurer shall pay directly the licensed health care *provider* rendering such services. That payment shall be considered payment in full to the *provider*, who may not bill or collect from the *member* any amount above that payment, other than the *deductible*, *coinsurance*, *copayment* or other charges for equipment or services requested by the insured that are *non-covered services*. Any dispute between a provider and the insured arising under these provisions regarding assignment of benefits and billing may be resolved by the Commissioner of Insurance.

### **Foreign Claims Incurred for Emergency Care**

Medical emergency care is a covered benefit 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, within 180 calendar days from the date of service. Foreign claims must also 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 [Ambetter.NebraskaTotalCare.com](http://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**

The coverage, rights, privileges and benefits provided for under this *contract* are not assignable by you or anyone acting on your behalf, except that you may assign your benefits under this *contract* to a licensed healthcare *provider* that provides healthcare services to you. We shall honor any such assignments by you to a licensed healthcare *provider* that provides healthcare services to you for a period of one (1) year starting from the initial date of an assignment. Otherwise, any assignment or purported assignment of coverage, rights, privileges and benefits provided for under this *contract* that you may provide or execute in favor of any *hospital*, *provider*, or any other person or entity shall be null and void and shall not impose any obligation on us.

### **No Third-Party Beneficiaries**

This *contract* is not intended to, nor does it, create or grant any rights in favor of any *third party*, including but not limited to any *hospital, provider or medical practitioner* providing services to you, and this *contract* shall not be construed to create any *third-party* beneficiary rights.

### **Medicaid Reimbursement**

The amount provided or payable under this *contract* 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 *contract* 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 *contract* 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 *contract*.
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*.

### **Physical Examination**

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. 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.

## Coordination of Benefits

The coordination of benefits (COB) provision applies when you have health care coverage under more than one plan as stated herein.

The order of benefit determination rules govern the order which each plan will pay a claim for benefits. The plan that pays first is called the primary plan. The primary plan must pay benefits according to its policy terms without regard to the possibility that another plan may cover some expenses. The plan that pays after the primary plan is the secondary plan. The secondary plan may reduce the benefits it pays so that payments from all plans do not exceed 100 percent of the total allowable expense.

### Definitions

For the purpose of this section, the following definitions shall apply:

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

1. Plan includes: group and non-group insurance *contracts* and *subscriber contracts*; Health maintenance organization (HMO) *contracts*; uninsured arrangements of group or group-type coverage; coverage under group or non-group closed panel plans; group-type *contracts*; medical care components of long term care *contracts*, such as skilled nursing care; medical benefits under group or individual automobile *contracts* (whether "fault" or "no fault"); other governmental benefits, except for Medicaid or a government plan that, by law, provides benefits that are in excess of those of any private insurance plan or other nongovernmental plan.
2. Plan does not include: limited occurrence policies which provide only for intensive care or coronary care at a *hospital*, first aid outpatient medical expenses resulting from accidents, or specified accidents such as travel accidents; accident only coverage; specified disease or specified accident coverage; limited health benefit coverage; benefits for non-medical components of long-term care policies; *hospital* indemnity coverage benefits or other fixed indemnity coverage; school accident-type coverages covering grammar, high school, and college students for accidents only, including athletic injuries, either on a twenty-four (24) hour or "to and from school" basis; and Medicare supplement policies.

Each *contract* for coverage under the above is a separate plan.

The order of benefit determination rules determine whether this plan is a "primary plan" or "secondary plan" when you have health care coverage under more than one plan. When this plan is primary, it determines payment for its benefits first before those of any *other plan* without considering any *other plan's* benefits. When this plan is secondary, it determines its benefits after those of another plan and must make payment in an amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim equal 100 percent of the total allowable expense for that claim. This means that when this plan is secondary, it must pay the amount that which, when combined with what the primary plan paid, totals not less than the same allowable expense that this plan would have paid if it were the primary plan.

**Allowable Expense** is a health care expense, including *deductibles*, *coinsurance* and *copayments*, that is covered at least in part by any plan covering you. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An

expense that is not covered by any plan covering you is not an allowable expense. The following are examples of expenses that are not allowable expenses:

1. The difference between the cost of a semi-private *hospital* room and a private *hospital* room is not an allowable expense, unless one of the plans provides coverage for private *hospital* room expenses.
2. If you are covered by two or more plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method, any amount in excess of the highest reimbursement amount for a specific benefit is not an allowable expense.
3. If you are covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.

**Closed Panel Plan** is a plan that provides health care benefits to you in the form of services through a panel of *providers* who are primarily employed by the plan, and that excludes coverage for services provided by other *providers*, except in cases of *emergency* or *referral* by a panel member.

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

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

When you are covered by two or more plans, the rules for determining the order of benefit payments are as follows. The primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any *other plan*. A plan that does not contain a coordination of benefits provision that is consistent with Nebraska Code then it is always primary unless the provisions of both plans state that the complying plan is primary, except coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage is excess to any other parts of the plan provided by the *contract* holder. Examples include major medical coverage that are superimposed over *hospital* and surgical benefits, and insurance type coverage that are written in connection with a closed panel plan to provide non-*network* benefits. A plan may consider the benefits paid or provided by another plan in calculating payment of its benefits only when it is secondary to that *other plan*. Each plan determines its order of benefits using the first of the following rules that apply:

### **Non-Dependent or Dependent.**

The plan that covers you other than as a dependent, (for example as an employee, *member*, policyholder, *subscriber* or retiree) is the primary plan and the plan that covers you as a dependent is the secondary plan. However, if you are a Medicare beneficiary or Medicaid beneficiary and, as a result of federal law, Medicare or Medicaid is secondary to the plan covering you as a dependent, and primary to the plan covering you as other than a dependent, then the order of benefits between the two plans is reversed so that the plan covering you as an employee, *member*, policyholder, *subscriber* or retiree is the secondary plan and the *other plan* is the primary plan.

### **Child Covered Under More Than One Plan.**

Unless there is a court decree stating otherwise, when a child is covered by more than one plan the order of benefits is determined as follows:

1. For a child whose parents are married or are living together, whether or not they have ever been married:

- a. The plan of the parent whose birthday falls earlier in the *calendar year* is the primary plan; or
  - b. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
2. For a child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - a. If a court decree states that one of the parents is responsible for the child's health care expenses or health care coverage and the plan of that parent has actual knowledge of those terms, that plan is primary. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's *spouse* does, then that parent's *spouse's* plan is the primary plan. This rule applies to claim determination periods commencing after the plan is given notice of the court decree.
  - b. If a court decree states that both parents are responsible for the child's health care expenses or health care coverage, the provisions of the first bullet point above (for child(ren) whose parents are married or are living together) determine the order of benefits.
  - c. If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the child, the provisions of the first bullet point above (for child(ren) whose parents are married or are living together) determine the order of benefits; or
  - d. If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - i. The plan covering the custodial parent, first.
    - ii. The plan covering the *spouse* of the custodial parent, second.
    - iii. The plan covering the noncustodial parent, third; and then
    - iv. The plan covering the *spouse* of the noncustodial parent, last.
3. For a child covered under more than one plan of individuals who are not the parents of the child, the provisions of the first or second bullet points above (for child(ren) whose parents are married or are living together or for child(ren) whose parents are divorced or separated or not living together) determine the order of benefits as if those individuals were the parents of the child.

### **Active Employee or Retired or Laid-off Employee**

The plan that covers you as an active employee, that is, an employee who is neither laid off nor retired, is the primary plan. The plan covering you as a retired or laid-off employee is the secondary plan. The same would hold true if you are a dependent of an active employee and you are a dependent of a retired or laid-off employee. If the *other plan* does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the non-dependent or dependent provision above can determine the order of benefits.

### **COBRA or State Continuation Coverage**

If your coverage is provided under COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering you as an employee, *member*, *subscriber* or retiree or covering you as a dependent of an employee, *member*, *subscriber* or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the *other plan* does not have this rule, and as a result, the plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule under the non-dependent or dependent provision above can determine the order of benefits.

### **Longer or Shorter Length of Coverage**

The plan that covered you the longer period of time is the primary plan and the plan that covered you the shorter period of time is the secondary plan. If the preceding rules do not determine the order of benefits, the allowable expenses must be shared equally between the plans meeting the definition of plan. In addition, this plan will not pay more than it would have paid had it been the primary plan.

### **Effect on the Benefits of This Plan**

When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a claim determination period are not more than the total allowable expenses. In determining the amount to be paid for any claim, the secondary plan must make payment in an amount so that, when combined with the amount paid by the primary plan, the total benefits paid or provided by all plans for the claim are not less than the same allowable expense as the secondary plan would have paid if it was the primary plan. Total allowable expense is the highest allowable expense under this plan. In addition, the secondary plan must credit to its plan *deductible* any amounts it would have credited to its *deductible* in the absence of other health care coverage.

### **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 you. We need not tell, or get the consent of, any person to do this. You, to claim benefits under this plan, must give us any facts we need to apply those rules and determine benefits payable.

### **Facility of Payment**

If payments that should have been by us are made by another plan, we have the right, at our discretion, to remit to the *other plan* the amount we determine appropriate to satisfy the intent of this provision. The amounts paid to the *other plan* are considered benefits paid by us. To the extent of such payments, we are fully discharged from liability under this plan.

### **Right of Recovery**

We have the right to recover excess payment whenever we have paid allowable expenses in excess of the maximum amount of payment necessary to satisfy the intent of this provision. We may recover excess payment from any person to whom or for whom payment was made or any other issuers or plans. If you are covered by more than one health benefit plan, and do not know which is your primary plan, you or your *network provider* should contact any one of the health plans to verify which plan is primary. The health plan you contact is responsible for working with the *other plan* to determine which is primary and will let you know within thirty calendar days.

### **Effect of Medicare**

Medicare primary/secondary payer guidelines and regulations will determine primary/secondary payer status and will be adjudicated by us as set forth in this section. When Medicare, Part A and Part B or Part C is primary, Medicare's allowable amount is the highest allowable expense.

When a person is eligible for Medicare benefits and Medicare is deemed to be the primary payer under Medicare secondary payer guidelines and regulations, we will reduce our payment by the Medicare primary payment and pay as secondary up to the Medicare allowable amount. However, under no circumstances will this plan pay more than it would have paid if it had been the primary plan.

CAUTION: All health plans have timely claim filing requirements. If you or your *provider* fail(s) to submit

your claim to a secondary health plan within that plan's claim filing time limit, the plan can deny the claim. If you experience delays in the processing of your claim by the primary health plan, you or your *provider* will need to submit your claim to the secondary health plan within its claim filing time limit to prevent a denial of the claim. To avoid delays in claim processing, if you are covered by more than one plan you should promptly report to your *providers* and plans any changes in your coverage.

# 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 26289NE004-2023



*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:

26289NE004-2023

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**  
**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>

## 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</i> Grievance)	180 Calendar Days	5 Business Days	15 Business Days	15 Business Days
Expedited Appeal	180 Calendar	N/A	72 Hours	N/A

	Days			
External Review	4 Months	N/A	45 Calendar Days	N/A
Expedited External Review	4 Months	Immediately	72 Hours	N/A

# General Provisions

## Entire Contract

This *contract*, with your *schedule of benefits* and the application is the entire *contract* between you and us.

No agent may:

1. Change this *contract*.
2. Waive any of the provisions of this *contract*;
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 *contract* that will not be considered a waiver of any rights under the *contract*. A past failure to strictly enforce the *contract* 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 *contract*, if a *member* commits fraud, misrepresentation or knowingly provides false information relating to the eligibility of any *member* under this *contract* or in filing a claim for *contract* 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 *contract*.

## 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.

## Time Limit on Certain Defenses:

After 2 years from the date of issue of this *contract* no misstatements, except fraudulent misstatements, made by you in the application for such *contract* shall be used to void the *contract* or to deny a claim for *loss* incurred commencing after the expiration of such 2-year period. We will send a 30-day advance notice in the event such a defense is used.

## Personal Health Information (PHI)

Your health information is personal. We are committed to do everything we can to 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 don't 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 أولدى شخص يحتاج مساعدة حول Ambetter from Nebraska Total Care، يمكنك التحدث مع مترجم بلهجة دون أي تكلفة. لتتحدث مع مترجم بلهجة، اتصل بـ 1-833-890-0329 (TTY 711).
<b>Karen:</b>	ပသကယသဗျသနသညနပသကမေနှစညါလေနဆကနူအသညဘေသကအ Ambetter from Nebraska Total Care, ပသကလေနအနမဉ်အသညါနအနှစညါသမိအသညညသကမူညါကါနအညသသညအန ၇ သျစနတအညညအနမေနှအနမသ၍ 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. ເພື່ອຈະເວົ້າກັບພາສາພາສາ, ໃຫ້ໃຫ້ 1-833-890-0329 (TTY 711).
<b>Kurdish:</b>	ئەگەر تۆ بێان کەسێک کەچیاری مەقی دەتەیت پرسیاری لەسەر Ambetter from Nebraska Total Care بپرس، تۆ دەتوانی بە بەێی خۆت هەڵبەێ بە بەرەبەرێ بە خۆزێی (بێ ئەوەی لەگەڵ و مەترسێ قەیس مەکی بپەیت) پێوەیەک لە مەترسێ دە زۆر ئەهەل مەقی 1-833-890-0329 (TTY 711).
<b>Persian:</b>	اگر شما یا کسی که به او کمک میکنید سوالی در مورد Ambetter from Nebraska Total Care دارید، از این حقیر خورداهی کمک و اطلاعات را به صورت رایگان به زبان خود استفاده کنید. برای صحبت کردن با مترجم به 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 1-844-265-1278 (TTY 1-855-742-0123).

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 *Appeals* Department, 2 Executive Park Drive, Bedford, NH 03110, 1-844-265-1278 (TTY 1-855-742-0123), Fax 1-877-851-3992. You can file a *grievance* in person or 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 (TDD).

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

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