ambetter. FROM | peach state health plan

# 2023 Evidence of Coverage
# Ambetter Core

70893GA004-2023

# Ambetter from Peach State Health Plan
# Ambetter Core

**EVIDENCE OF COVERAGE**

Home Office: 1100 Circle 75 Parkway, Suite 1100, Atlanta, GA 30339

Individual Member HMO Contract

In this *contract,* the terms "you" or "your" will refer to the *member* or any *dependent members* enrolled in this *contract*. The terms "we," "our," or "us" will refer to Ambetter from Peach State Health Plan (Ambetter).

## AGREEMENT AND CONSIDERATION

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

## GUARANTEED RENEWABLE

Annually, we must file this product, the cost share and the rates associated with it for approval. Guaranteed renewable means that your plan will be renewed into the subsequent year's approved product on the anniversary date unless terminated earlier in accordance with *contract* terms. You may keep this *contract* (or the new *contract* you are mapped to for the following year) in force by timely payment of the required premiums. In most cases you will be moved to a new *contract* each year, however, we may decide not to renew the *contract* as of the renewal date if: (1) we decide not to renew all *contracts* issued on this form, with a new *contract* at the same metal level with a similar type and level of benefits, to residents of the state where you then live; (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 *covered services*.

In addition to the above, this guarantee for continuity of coverage shall not prevent us from cancelling or non-renewing this *contract* in the following events: (1) non-payment of premium; (2) a *member* fails to pay any *deductible* or *copayment amount* owed to us and not the provider of services; (3) a *member* is found to be in material breach of this *contract*; or (4) a change in federal or state law, no longer permits the continued offering of such coverage, such as CMS guidance related to individuals who are Medicare eligible.

Annually, we will change the rate table used for this *contract* form. Each premium will be based on the rate table in effect on that premium's due date. The *contract*, 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 rating period of at least 12 months.

At least 31 day 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 *contract* or a change in a *member's* health. While this *contract* 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 *contract* contains *prior authorization* requirements. Benefits may be reduced or not covered if the requirements are not met. Please refer to your *Schedule of Benefits* and the Prior Authorization Section.**

**TEN DAY RIGHT TO RETURN CONTRACT**

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

Ambetter from Peach State Health Plan

Wade A. Rakes
Plan President & CEO

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# INTRODUCTION

Welcome to Ambetter from Peach State Health Plan. 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 health care services we cover;
- The portion of your health care costs you will be required to pay.

This *contract*, the enrollment application, your *Schedule of Benefits* 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 the entire *contract* to gain a full understanding of your coverage. Many words used in the *contract* have special meanings when used in a health care 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 the entire *contract* carefully.

Throughout this *contract* you may see references for Ambetter and Ambetter from Peach State Health Plan. Both references are correct, as Ambetter operates under its legal entity, Ambetter of Peach State Health Plan.

**How to Contact Us**

Ambetter from Peach State Health Plan
1100 Circle 75 Parkway, Suite 1100
Atlanta, Georgia 30339

Normal Business Hours of Operation 8:00 a.m. to 5:00 p.m. EST, Monday through Friday

| | |
|---|---|
| Member Services | 1-877-687-1180 |
| TTY line | 1-877-941-9231 |
| Fax | 1-877-941-8071 |
| 24/7 Nurse Advice Line | 1-877-687-1180 |
| Emergency | 911 |

**Interpreter Services**

Ambetter has a free service to help our *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 medical interpreters to assist with languages other than English via telephone. *Members* who are blind or visually impaired and need help with interpretation can call Member Services for an oral interpretation.

To arrange for interpretation services, please call Member Services at 1-877-687-1180 or for the hard of hearing TTY 1-877-941-9231.

# 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 (PCP)*, *specialist*, *hospital,* or other contracted provider please contact us so we can assist you with accessing or locating a *network* provider. *Physicians* within our *network* may be affiliated with different *hospitals*. Our online directory can provide you with information for the *hospitals* contracted with us. The online directory also lists affiliations that your provider may have with non-contracted *hospitals*. Your Ambetter coverage requires you to use contracted providers with limited exceptions. You can access the online directory at www.ambetter.pshpgeorgia.com.

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 *physicians*, *medical practitioners*, *hospitals*, and other facilities, and your rights and responsibilities.
7. Candidly discuss with your *physician* and *medical practitioners* appropriate and *medically necessary* care for your condition, including new uses of technology, regardless of cost or benefit coverage. This includes information from your *PCP* about what might be wrong (to the level known), treatment and any known likely results. Your *PCP* can tell you about treatments that may or may not be covered by this *contract*, 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.
8. Voice *complaints* or *grievances* about: our organization, any benefit or coverage decisions we (or our designated administrators) make, your coverage, or care provided.
9. See your medical records.

10. Be kept informed of *covered* and non-*covered service*s, program changes, how to access services, *PCP* assignment, providers, advance directive information, referrals and *authorizations*, benefit denials, *member* rights and responsibilities, and our other rules and guidelines. We will notify you at least 60 days before the *effective date* of the modifications. Such notices shall include:
    a. Any changes in clinical review criteria; or
    b. A statement of the effect of such changes on the personal liability of the *member* for the cost of any such changes.
11. A current list of *network providers*. Select a health plan or switch health plans, within the guidelines, without any threats or harassment.
12. Adequate access to qualified *medical practitioners* and treatment or services regardless of age, ethnicity, race, religion, gender, sex, sexual orientation, national origin, physical or mental disability, or expected health or genetic status.
13. Access *medically necessary* urgent and *emergency services* 24 hours a day and seven days a week.
14. Receive information in a different format in compliance with the Americans with Disabilities Act, if you have a disability.
15. 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 *PCP* instructions are not followed. You should discuss all concerns about treatment with *your PCP*. Your *PCP* can discuss different treatment plans with you, if there is more than one option that may help you. You will make the final decision.
16. Select your *PCP* within the *network*. You also have the right to change *your PCP* or request information on *network providers* close to your home or work.
17. Know the name and job title of people giving you care. You also have the right to know which *provider* is your *PCP*.
18. An interpreter when you do not speak or understand the language of the area.
19. A second opinion by a *network provider* if you want more information about your treatment or would like to explore additional treatment options.
20. Make advance directives for health care decisions. This includes planning treatment before you need it.
21. 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 directive forms. Advance directive forms are forms you can complete to protect your rights for medical care. It can help your *PCP* and other providers understand your wishes about your health. Advance directives will not take away your right to make your own decisions and will work only when you are unable to speak for yourself. Examples of advance directives include:
    a. Living Will
    b. Health care Power of Attorney
    c. "Do Not Resuscitate" Orders. *Members* also have the right to refuse to make advance directives. You should not be discriminated against for not having an advance directive.

You have the responsibility to:

1. Read this 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 *PCP*. Please ensure you have selected a *PCP* for your Ambetter plan. You should establish a relationship with your *provider*. You may change your *PCP* verbally or in writing by contacting our Member Services Department.
7. Read and understand to the best of your ability all materials concerning your health benefits or ask for help if you need it.
8. Follow the treatment plans and instructions for care that you have agreed on with your health care professionals and *provider*.
9. 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 *PCP* to develop treatment goals. If you do not follow the treatment plan, you have the right to be advised of the likely results of your decision.
10. Follow all health benefit plan guidelines, provisions, policies and procedures.
11. Use any emergency room only when you think you have a medical emergency. For all other care, you should call your *PCP*.
12. Provide all information about any other medical coverage you have upon enrollment in this plan. If, at any time, you get other medical coverage besides this coverage, you must tell the entity with which you are enrolled.
13. Pay your monthly premium on time and pay all *deductible amounts, copayment amounts*, or *coinsurance amounts* at the time of service.
14. Notify us or the entity you enrolled with of any enrollment related changes that would affect your *contract* within 60 days of the event. Enrollment related changes include the following: birth of a child, or adoption, marriage, divorce, adding/removing a *dependent member*, spouse/domestic partner becomes eligible under a different insurer, enrollment changes, or incarceration where *member cost share* would need to transfer from one *contract* to another *contract*.

# IMPORTANT INFORMATION

**Provider Directory**

A listing of *network providers* is available online at Ambetter.pshpgeorgia.com. We have plan *providers*, *hospitals*, and other *medical practitioners* who have agreed to provide you health care 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, and 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 1-877-687-1180 (TTY 1-877-941-9231). In order to obtain benefits, you must designate a *network primary care physician (PCP)* for each *member.* We can assist you in choosing a *PCP*. We can make your choice of *PCP* effective on the next business day.

Call the *PCP*'s office if you want to make an appointment. If you need help, call Member Services at 1-877-687-1180 (TTY 1-877-941-9231). We will help you make the appointment.

**Member Identification Card**

We will mail a *member* identification card to you after we receive your completed enrollment materials, and you have paid your initial premium payment. This card is proof that you are enrolled in the Ambetter plan. You need to keep this card with you at all times. Please show this card every time you go for any services 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 1-877-687-1180 (TTY 1-877-941-9231). We will send you another card. A temporary *member* identification card can be downloaded from www.ambetter.pshpgeorgia.com.

**Website**

Our website can answer many of your frequently asked questions and has resources and features that make it easy to get quality care. Our website can be accessed at Ambetter.pshpgeorgia.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. Selecting a *PCP*.
9. *Deductible* and *copayment* accumulators.

**Quality Improvement**

We are committed to providing quality health care for you and your family. Our primary goal is to improve your health and help you with any *illness* or disability. Our program is consistent with National Committee for Quality Assurance (NCQA) standards and the National Academy of Medicine (NAM) priorities. To help promote safe, reliable, and quality health care, 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 health care 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 providers* 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 health care 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 plan participation; or
2. Non-emergency health care services provided to a *member* at a *network hospital* or at a *network* health care facility if the *member* did not give informed consent or *prior authorization* to be seen by the *non-network provider* pursuant to the federal No Surprises Act.

Please review the **Access to Care** and **Covered Services** 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*:

***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.

***Acute rehabilitation*** means *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 or three or more hours per day, five to seven days per week, while the *member* is confined as an *inpatient* in a *hospital*, *rehabilitation facility*, or *extended care facility*.

***Adverse Benefit Determination*** means a decision by us which results in:

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

Refer to the Internal *Grievance*, *Internal Appeals* and External *Appeal*s Procedures section of this *contract* for information on your right to *appeal* an *adverse benefit determination.*

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

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 hospital*, or *network* ambulatory surgical 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 https://ambetter.pshpgeorgia.com/health-plans/our-benefits/ambetter-telehealth.html.

***Appeal*** means a formal request, either orally, or in writing or by electronic transmission, to reconsider a determination not to certify an admission, extension of stay, or other health care service or procedure, and shall include both formal standard *appeal*s and expedited *appeal*s.

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

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

***Authorization*** or ***Authorized*** means our decision to approve *medical necessity* or the appropriateness of care for a *member* by the *member's PCP* or provider. *Authorization*s are not a guarantee of payment.

***Authorized Representative*** means an individual who represents a *member* 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 *member* is unable to provide consent.

***Autism spectrum disorder (ASD)*** 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*

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

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

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

***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, bariatric or infertility; and
2. Has agreed with us or an entity designated by us to meet quality of care criteria on a cost efficient basis. The fact that a *hospital* is a *network provider* does not mean it is a *Center of Excellence.*

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

***Complaint*** means a communication from the *member* either orally, in writing or by electronic transmission concerning dissatisfaction by the *member* with the health plan or its providers.

***Complications of pregnancy*** means:

1. Conditions whose diagnoses are distinct from *pregnancy*, but are adversely affected by *pregnancy* or are caused by *pregnancy* and not, from a medical viewpoint, associated with a normal *pregnancy*. This includes: ectopic *pregnancy*, spontaneous abortion, eclampsia, missed abortion, and similar medical and surgical conditions of comparable severity; but it does not include: false labor, preeclampsia, edema, prolonged labor, *physician* prescribed rest during the period of *pregnancy*, morning sickness, and conditions of comparable severity associated with management of a difficult *pregnancy*, and not constituting a medically classifiable distinct *complications of pregnancy*.
2. An emergency cesarean section or a *non-elective cesarean section*.

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

***Contract*** when *italicized,* means 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 service*s from a *non-network provider* in a *network* facility, or when you receive covered *emergency services* or air ambulance services from *non-network provider*s, *cost sharing* may be based on an amount different from the *allowed amount*.

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

***Covered service*** or ***covered service expenses*** means health care 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*** means 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 amounts*; 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*** *(also known as Effectuation date)* means the date a *member* becomes covered under this *contract* for *illness* or *injury*.

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

1. A natural child;
2. A legally adopted child;
3. A foster child placed in your custody;
4. A stepchild;
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 Georgia law, the *eligible expense* is as follows:
    a. When a *covered emergency service* is received from a *non-network provider* within Georgia, 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 Georgia 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 service* is received from a *non-network provider* who renders non-*emergency services* at a *network* facility, 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 there is no negotiated fee agreed to by the provider with us, the *eligible expense* is the greater of
        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 Georgia Office of the Insurance Commissioner,
        ii. the most recent verifiable amount agreed to us and the *non-network provider* who rendered the non-*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.

c. When a *covered emergency service* is received from a *non-network provider* outside of Georgia, 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.
d. When a covered air ambulance service is received from a *non-network provider*, 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 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 applicable 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.
e. 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 lesser of: (1) the negotiated fee, if any, that has been mutually agreed upon by us and the provider; or (2) the greatest of the following: (i) the amount that would be paid under Medicare; (ii) the amount for the *covered service* calculated using the same method we generally use to determine payments for out of *network providers*; or (iii) the contracted amount paid to *network providers* for the *covered service* (if there is more than one contracted amount with in *network providers* for the *covered service*, the amount is the median of these amounts). In addition to applicable *cost sharing*, you may be balance billed for these services.

***Emergency Services*** (Medical, *Behavioral Health*, and *Substance Use Disorder*) 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 the absence of immediate medical attention to result in the following:

1. Placing the physical or *behavioral health* of the *member* (or, with respect to a pregnant *member*, the health of the *member* or the 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.

Emergency medical services include medical services rendered after the member is stabilized as part of outpatient observation, or an inpatient or outpatient stay with respect to the visit in which such services are furnished.

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

***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*** 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 disabled.

***External Independent Review*** means an external third-party binding review by an Independent Review Organization (IRO) performed 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 *appeal*s.

***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.

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 Procedure*** means the process by which *appeals* are resolved.

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

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

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

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

1. Provided by a *home health care agency*; and
2. Prescribed and supervised by a *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 six months, as certified by *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 the *terminally ill members* and their *immediate family*.

***Hospital*** means an institution that:

1. Operates as a *hospital* pursuant to law;
2. Operates primarily for the reception, care, and treatment of sick or injured persons as *inpatients*;
3. Provides 24-hour nursing service by registered nurses on duty or call;
4. Has staff of one or more *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 any *member*, or any person 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 medical 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.

***Internal appeal*** means a review request received in writing from a *member* or their *authorized representative* of any *adverse benefit determination*.

***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.

***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 *member's* medical condition can be expected, even though there may be fluctuations in levels of pain and function.

***Medical practitioner*** means a *provider*, nurse anesthetist, *provider*'s assistant, 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, items, supply, or treatment to diagnose and treat a *member's illness or injury*:

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

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

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

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

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

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

***Network*** means a group of providers or facilities (including, but not limited to *hospitals*, *inpatient mental health* care 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 health care services to our *members* for an agreed upon fee. *Members* will receive most if not all of their health care 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 to provide *covered services* to *members* enrolled under this *contract* including but not limited to, *hospitals*, specialty *hospitals*, urgent care facilities, *physicians*, pharmacies, laboratories, and other health professionals within our *service area*.

***Non-elective caesarean section*** means:

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

***Non-network eligible expense*** means the *eligible expense* for services or supplies that are provided and billed by a *non-network provider.*

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

1. *Emergency services*, as described in the Covered Services section of this *contract*;
2. Non-emergency health care 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 for therapeutic support, protection, restoration or function of an impaired body part for the 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.

***Other practitioner*** as used in your *Schedule of Benefits* and related to *mental health*/*substance use disorder* services, refers to a *mental health* or *substance use disorder* provider licensed/certified by the state in which care is being rendered and performing services within the scope of that license/certification.

***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.

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

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

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

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

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

***Prescription drug deductible amount*** means the amount of *covered expenses*, shown in 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 *member* 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 *members' 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 (ob-gyn) and pediatricians or any other practice allowed by us. A *PCP* supervises, directs and gives initial care and basic medical services to you and is in charge of your ongoing care.

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

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

***Prosthetic device*** means a *medically necessary* device used 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*, or skilled nursing facility, or other health care facility.

***Qualified individual*** means, an individual who has been determined eligible to enroll in a *health plan* in the individual market.

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

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

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

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

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

***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 *contract* 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 amount*, *copayment amount*, *coinsurance amount*, *maximum out-of-pocket amount* and other limits that apply when you receive *covered services* and supplies.

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

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

***Service area*** means a geographical area, made up of counties, where we have been authorized by the State of Georgia to sell and market our health plans. This is where the majority of *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 by contacting Member Services.

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

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

***Spouse*** means 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 *member* is confined as an *inpatient* in a *hospital*, *rehabilitation facility*, or *extended care facility*.

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

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

***Surgery*** or ***surgical procedure*** means:

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

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

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

***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 *contract* 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 use *nicotine or tobacco* 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)*** means a non-invasive procedure in which a changing magnetic field is used to cause electric current to flow in a small targeted region of the brain via electromagnetic induction.

***Unproven service(s)*** means services, including medications that are determined not to be effective for treatment of the medical condition, or not to have a beneficial effect on health outcomes, due to insufficient

and inadequate clinical evidence from well-conducted randomized controlled trials or well-conducted cohort studies in the prevailing published peer-reviewed medical literature.

- "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.
- "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, *prior authorization*, second opinion, certification, concurrent review, *care management*, discharge planning, or retrospective review.

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

**Effective Date for Initial Dependent Members**
*Dependent members* included in the initial enrollment application will be covered on the same date as your initial coverage date.

**Coverage for a Newborn Child**
An *eligible child* born to you or a covered family *member* will be covered from the time of birth until the 31st day after its birth, unless we have received notice from the entity that you have enrolled (either the Health Insurance Marketplace or us). Each type of *covered service* incurred by the newborn child will be subject to the *cost sharing* amount listed in 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 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 with the 31 days from birth, we will charge an additional premium from the date of birth. If notice is given by to us within 60 days of the birth of the child, we may not deny coverage of the child due to failure to notify us of the birth of the child or to pre-enroll the child. Coverage of the child will terminate on the 31st day after its birth, unless we have received notice that you have enrolled the child in accordance with these *contract* terms.

**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.

**Coverage for Other Dependent Members**

If you are enrolled in an off-exchange *contract* and apply in writing, or directly at www.enroll.ambetterhealth.com, for coverage on 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 card.

# 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* accepts any direct or indirect contribution or reimbursement, by or on behalf of an employer, for any portion of the premium for coverage under this *contract*;
2. The *subscriber* residing outside the *service area* or moving permanently outside the *service area* of this plan;
3. The last day of the month we receive a request from you to terminate this *contract*, or any later date stated in your request will be effective the last day of the requested month but no further than 60 days in advance;
4. 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*;
5. The date the *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of a material fact (e.g. the date that a *member* accepts any direct or indirect contributions or reimbursement by or on behalf of an employer, for any portion of the premium for coverage under this *contract*); or
6. The date of a *member's* death.

If you have material modifications (examples include a change in life event (marriage, death) or family status), or questions related to your health insurance coverage, contact the Member Services Department: 1-877-687-1180 (TTY 1-877-941-9231).

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

We must receive notification within 90 days of the date a *dependent member* ceases to be an eligible *dependent member*. If notice is received by us more than 90 days from this date, any unearned premium will be credited only from the first day of the *contract* /calendar month in which we receive the notice.

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 you for support.

**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. "Discharge" means a formal release of a *member* 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 *allowed amount* and you may be billed for any balance of costs above the Ambetter *allowed amount*.

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

If you have material modifications (examples include a change in life event (marriage, death) or family status), or questions related to your health insurance coverage, contact the Member Services Department: 1-877-687-1180 (TTY 1-877-941-9231).

**Special Enrollment Periods**
In general, a *qualified individual* has 60 days to report a qualifying events to Member Services and could be granted a 60 day Special Enrollment Period as a result of one of the following events:

1. A *qualified individual* or *dependent member* experiences a *loss* of *minimum essential coverage*, non-calendar year group or individual health insurance coverage, *pregnancy*-related coverage, access to health care services through coverage provided to a pregnant *member*'s unborn child, or medically needed coverage;
2. A *qualified individual* gains a *dependent member* 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 one or more days during the 60 days preceding the date of marriage;
3. A *qualified individual's* enrollment or non-enrollment in a *health* 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 applicable state authority or us;
4. A *member* or *dependent* adequately demonstrates to the applicable state authority or us that the plan in which he or she is enrolled substantially violated a material provision of its *contract* in relation to the *member*'s decision to purchase the *health plan* based on plan benefits, *service area* or premium;
5. A *qualified individual*, member, or *dependent member* gains access to new a *health plan* 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;
6. Qualifying events as defined under section 603 of the Employee Retirement Income Security Act of 1974, as amended;
7. A *qualified individual* or *dependent member* 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;
8. A *qualified individual* or *dependent member* 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;
9. 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 (QSEHRA) (as defined in section 9831(d)(2) of the Internal Revenue Code);

10. 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 health care eligibility and enrollment decisions for *members* who enrolled via the Health Insurance Marketplace.

If you or believe you have experienced a qualifying event (common examples include a change in life event such as marriage, death or other change in family status), please contact Member Services at 1-877-687-1180 with any questions related to your health insurance coverage.

**Coverage Effective Dates for Special Enrollment Periods**

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

**Special *effective date*s.** In the case of birth, adoption, placement for adoption, or placement in foster care, coverage is effective for a *qualified individual* or *member* 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 date*s.

If a *qualified individual*, *member*, 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*, *member*, 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*, *member*, 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*, *member*, or *dependent* to select a new plan within 60 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*, *member* or *dependent,* the Health Insurance Marketplace must provide the earliest effective that would have been available, based on the applicable qualifying event.

# 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**
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 60-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 the *member* of the non-payment of premiums, as well as providers of the possibility of denied claims when the *member* is in the grace period.

**Third Party Payment of Premiums or Cost Sharing**
We require each *member* to pay his or her premiums and this is communicated on your monthly billing statements. Ambetter payment policies were developed based on guidance from the Center 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. An employer for an employee under an Individual Coverage Health Reimbursement Account (ICHRA) or Qualified Small Employer Health Reimbursement Account (QSEHRA) plan; or
6. Private, not-for-profit foundations which have no incentive for financial gain, no financial relationship, or affiliation with *providers* of *covered services* and supplies on behalf of *members*, where eligibility is determined based on defined criteria without regard to health status and where payments are made in advance for a coverage period from the *effective date* of eligibility through the remainder of the calendar year.

Similarly, if we determine payment was made for *deductibles* or *cost sharing* by a *third party*, such as a drug manufacturer paying for all or part of a medication, that shall be considered a *third party* premium payment that may not be counted towards your *deductible* or *maximum out-of-pocket amount*.

**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 or Misstatement of Residence**
If you change your *residence*, you must notify us 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 Special Enrollment Periods provision for more information. Your premium will be based on your new *residence* beginning on the first premium due date/first day of the next calendar month after the change. If your *residence* is misstated on your application, or you fail to notify us of a change of *residence*, we will apply the correct premium amount beginning on the first premium due date/first day of the first full calendar month you resided at that place of *residence*. If the change results in a lower premium, we will refund any excess premium. If the change results in a higher premium, you will owe us the additional premium.

**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 c*overed service*s as described in your *Schedule of Benefits* and the c*overed 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 *you*r health care services by paying *deductible amounts*, *copayments* and *coinsurance* for some *covered services*. For example, you may need to pay a *copayment* or *coinsurance amount* when you visit *you*r *provider* or are admitted into the *hospital*. The *copayment* or *coinsurance amount* required for each type of service as well as *you*r *deductible* is listed in *you*r *Schedule of Benefits*.

When you, or a *dependent member*, 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*.

These rebates can be in the form a check or premium credit.

**Coinsurance Amount**
A *coinsurance amount* is your share of the cost of a service. *Members* may be required to pay a *coinsurance* in addition to any applicable *deductible amount*(s) due for a *covered service* or supply. *Coinsurance amount*s 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 provided at 100 percent.

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

**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 *you*r *Schedule of Benefits* for more details.

**Maximum Out-of-Pocket Amount**
You must pay any required *copayments* or *coinsurance amount*s required until you reach the *maximum out-of-pocket amount* shown in your *Schedule of Benefits*. After the m*aximum out-of-pocket amount* is met for an individual, we will pay 100 percent of the cost for *covered services*. The family *maximum out-of-pocket amount* is two times the individual *maximum out-of-pocket* amount. For the family *maximum out-of-pocket amount*, once a *member* has met the individual *maximum out-of-pocket amount*, the remainder of the family *maximum out-of-pocket amount* can be met with the combination of any one or more *members' eligible expenses*.

After the *maximum out-of-pocket amount* is met for an individual, we pay 100 percent of *eligible expenses* for that individual. The family *maximum out-of-pocket amount* is two times the individual *maximum out-of-pocket* amount. Both the individual and the family *maximum out-of-pocket amounts* are shown in your *Schedule of Benefits*.

For family coverage, the family *maximum-out of pocket amount* can be met with the combination of any *member*'s *eligible expense*. A *member*'s *maximum out-of-pocket* will not exceed the individual *maximum out-of-pocket* amount.

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

1. You satisfy your individual *maximum out-of-pocket amount;* or
2. Your family satisfies the family *maximum out-of-pocket amount* for the calendar year.

If you satisfy your individual *maximum out-of-pocket amount,* you will not pay any more *cost sharing* for the remainder of the calendar year, but any other eligible *members* in your family must continue to pay *cost sharing* until the family *maximum out-of-pocket amount* is met for the calendar year.

**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*.

The applicable *deductible amount(s), cost sharing percentage,* and *copayment amounts* are shown on your *Schedule of Benefits*.

# ACCESS TO CARE

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

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

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

You may obtain a list of *network PCPs* at our website and using the "Find a Provider" function or by calling the telephone number shown on the front page of this *contract.*

You should get to know your *PCP* and establish a healthy relationship with them. Your *PCP* will:

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

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

**Contacting Your Primary Care Physician**
To make an appointment with your *PCP*, call his/her office during business hours and set up a date and time. If you need help, call Member Services at 1-877-687-1180 (TTY 1-877-941-9231) and we will help you make the appointment. If you need to cancel or change your appointment, call 24 hours in advance. At every appointment, make sure you bring your *member* identification card and a photo identification.

Should you need care outside of your *PCP's* office hours, you should call your *PCP's* office for information on receiving after hours care in your area. If you have an urgent medical problem or question or cannot reach your *PCP* during normal office hours, call our 24/7 nurse advice line at 1-877-687-1180 (TTY 1-877-941-9231). A licensed nurse is always available and ready to answer your health questions. In an emergency, call 911 or head straight to the nearest emergency room.

**Changing Your Primary Care Physician (PCP)**
You may change your *network PCP* for any reason, but not more frequently than once a month, by submitting a written request, online at our website at Ambetter.pshpgeorgia.com, or by contacting our office at the number shown on your *member* identification card. The change to your *network PCP* of record will be effective no later than 30 days from the date we receive your request.

**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 provider*s are not *covered services* under this *contract* 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 Contract 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.*

**Non-Emergency Services**
If you are traveling outside of the Ambetter Plan *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 Georgia by searching the relevant state in our provider directory at https://guide.ambetterhealth.com. Not all states have Ambetter plans. If you receive care from an Ambetter provider outside of the *service area*, you may be required to receive *prior authorization* for non-*emergency services*. Contact Member Services at the phone number on your *member* identification card for further information.

**Emergency Services Outside of Service Area**
We cover emergency care services when you are outside of our *service area*.

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

**Continuity of Care**
Under the No Surprises Act, if a *member* is receiving a *covered service* with respect to a *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 *member* 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.

**Hospital Based Providers**
When receiving care at a *network hospital* it is possible that some *hospital*-based providers (for example, assistant surgeons, hospitalists, and intensivists) may not be under contract with us as *network 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 us. 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 balance 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.

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

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

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

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

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

# MAJOR MEDICAL EXPENSE BENEFITS

We provide coverage for health care services for a *member* and/or *dependent members*. Some services require *prior authorization*.

*Copayment 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 provision 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 or annual dollar maximum.

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

**Acquired Brain Injury**
Benefits for eligible 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 expenses related to periodic reevaluation of the care of an individual covered who:

1. Has incurred an *Acquired Brain Injury*;
2. Has been unresponsive to treatment;
3. Is medically stable; and
4. To ensure that appropriate post-acute care treatment is provided, this plan includes coverage for 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.

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

1. To the nearest *hospital* that can provide services appropriate to the *member's illness* or *injury*, in 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;
4. When ordered by an employer, school, fire or public safety official and the *member* is not in a position to refuse; or
5. When a *member* is required by us to move from a *non-network provider* to a *network provider*.

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

Unless otherwise required by Federal or Georgia 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. Ambulance services provided for a *member's* comfort or convenience.
3. Non-emergency transportation excluding ambulances (for example, transport-van, taxi).

**Air Ambulance Service Benefits**
*Covered services* will include ambulance services for transportation by fixed wing and rotary wing air ambulance transportation from home, scene of accident, or medical emergency:

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

*Prior authorization* is not required for emergency air ambulance transportation. **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 air ambulance services covered by a local governmental or municipal body, unless otherwise required by law.
2. Non-emergency air medical transportation.
3. Air medical transportation:
    a. Outside of the 50 United States and the District of Columbia;
    b. From a country or territory outside of the United States to a location within the 50 United States or the District of Columbia; or
    c. From a location within the 50 United States or the District of Columbia to a country or territory outside of the United States.
4. Air ambulance services provided for a *member's* comfort or convenience.

Ambulance providers typically are not contracted within the Ambetter *network*. If you received services from an ambulance provider, there is a possibility you could be balanced billed. This applies to ground ambulance and air ambulance transportation.

**Colorectal Cancer Examinations and Laboratory Tests**

*Covered services* include colorectal cancer tests for any non-symptomatic *member*, 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).

**Mental Health and Substance Use Disorder Benefits**

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

If you need *mental health* or *substance use disorder* treatment, you may choose any *network provider* in our *behavioral health* and *substance use provider network* and do not need a referral from *your PCP* in order to initiate treatment. You can search for *network behavioral health providers* by using our Find a Provider tool at Ambetter.pshpgeorgia.com or by calling Member Services at 1-877-687-1180 (TTY 1-877-941-9231). *Deductible amounts*, *copayment* or *coinsurance amount*s and treatment limits for covered *mental health* and *substance use disorder* benefits will be applied in the same manner as physical health service benefits.

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

When making coverage determinations, our *behavioral health* and *substance use disorder* Utilization Management staff utilize an established level of care guidelines and medical necessity criteria that are based on generally accepted standards of medical practice and take into account legal and regulatory requirements. We utilize Change Healthcare's "InterQual" criteria for *mental health* determinations and American Society of Addiction Medicine (ASAM) criteria for *substance use disorder* determinations. Services should always be provided in the least restrictive clinically appropriate setting. Any determination that requested services are not *medically necessary* will be made by a qualified licensed *mental health* professional.

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

- *Inpatient* psychiatric hospitalization;
- *Inpatient* detoxification treatment;
- Crisis stabilization;
- *Inpatient rehabilitation*;
- *Residential treatment facility* for *mental health* and *substance use disorder*; and
- Electroconvulsive Therapy (ECT).

Outpatient

- Partial Hospitalization Program (PHP);
- Intensive *Outpatient* Program (IOP);
- Individual and group *mental health/substance use disorder* evaluation and treatment;
- *Outpatient services* for the purpose of monitoring drug therapy;
- Medication management services;
- *Outpatient* detoxification programs;
- Psychological and Neuropsychological testing and assessment;
- *Outpatient rehabilitation* treatment;
- Electroconvulsive Therapy (ECT);
- *Applied Behavior Analysis* Based Therapies, for the treatment for *autism spectrum disorder*;
- Biofeedback;
- *Telehealth services*;
- *Mental health* day treatment;
- *Transcranial Magnetic Stimulation (TMS)*; and
- Assertive Community Treatment (ACT).

In addition, Integrated *Care Management* is available for all of your health care needs, including *behavioral health* and *substance use disorders*. Please call 1-877-687-1180 (TTY 1-877-941-9231) to be referred to a care manager for an assessment.

Expenses for these services are covered, if *medically necessary* and may be subject to *prior authorization*. Please see the *Schedule of Benefits* for more information regarding services that require *prior authorization* and specific benefit limits, if any.

Telehealth services provided by *Ambetter Telehealth* Vendors are subject to $0 copay. Telehealth services not provided by *Ambetter Telehealth* Vendors would be subject to the same *cost sharing* as the same health care services when delivered to an insured in-person. Pursuant to federal regulation, the $0 cost share does not apply to members enrolled in an HSA-eligible plan. Please review your *Schedule of Benefits* to determine if your plan is HSA-eligible.

**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; or
- 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*, must be filled by a licensed pharmacist, and are 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.

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

1. *Home health aide services*.
2. Professional fees of a licensed respiratory, physical, occupational, or speech therapist required for *home health care.*
3. Services of a private duty registered nurse rendered on an outpatient basis. Please refer to your *Schedule of Benefits* for any limits associated with this benefit.
4. Intravenous medication and pain medication to the extent they would have been *covered service expenses* during an *inpatient hospital* stay. We may authorize the purchase of the equipment from a *network provider* in lieu of its rental if the rental price is projected to exceed the equipment purchase price.
5. Hemodialysis, and for the processing and administration of blood or blood components.
6. *Medically necessary medical supplies*. Rental of *medically necessary durable medical equipment* at the discretion of the plan. At our option, we may authorize the purchase of the equipment in lieu of its

rental if the rental price is projected to exceed the equipment purchase price, but only from a *provider* we authorize before the purchase.

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

Exclusion:
No benefits will be payable for charges related to *respite care*, *custodial care,* or educational care under the **Home Health Care Expense Benefits** section.

**Hospice Care Service Expense Benefits**
*Hospice* care benefits are allowed for a *terminally ill member* receiving *medically necessary* care under a *hospice* care program. *Covered services* include:

1. Room and board in a *hospice* while the *member* is in an *inpatient* or home setting.
2. Occupational therapy.
3. Speech-language therapy.
4. The rental of medical equipment while the *terminally ill member* 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*.

Benefits for *hospice inpatient* or *outpatient* care are available to a *terminally ill member* for one continuous period up to 365 days per benefit period. For each day the *member* is confined in a *hospice*, benefits for room and board will not exceed the most common semiprivate room rate of the *hospital* or nursing home with which the *hospice* is associated.

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*;*
3. Expenses for other persons, to the extent those expenses are described above, will not be applied to this provision;
4. No benefits will be payable for charges related to *respite care*.

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

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

- Complex wound care:
    - Daily *physician* monitoring of wound
    - Wound requiring frequent complicated dressing changes, and possible repeated debridement of necrotic tissue

    - Large wound with possible delayed closure, draining, and/or tunneling or high output fistulas
    - Lower extremity wound with severe ischemia
    - Skin flaps and grafts requiring frequent monitoring
- Infectious disease:
    - Parenteral anti-infective agent(s) with adjustments in dose
    - Intensive sepsis management
    - Common conditions include osteomyelitis, cellulitis, bacteremia, endocarditis, peritonitis, meningitis/encephalitis, abscess and wound infections
- Medical complexity:
    - Primary condition and at least two other actively treated co-morbid conditions that require monitoring and treatment
    - Common conditions include metabolic disorders, stroke, heart failure, renal insufficiency, necrotizing pancreatitis, emphysema (COPD), peripheral vascular disease, and malignant/end-stage disease
- Rehabilitation:
    - Care needs cannot be met in a *rehabilitation* or skilled nursing facility
    - Patient has a comorbidity requiring acute care
    - Patient is able to participate in a goal-oriented *rehabilitation* plan of care
    - Common conditions include CNS conditions with functional limitations, debilitation, amputation, cardiac disease, orthopedic *surgery*
- Mechanical ventilator support:
    - Failed weaning attempts at an acute care facility
    - Patient has received mechanical ventilation for 21 consecutive days for 6 hours or more/day
    - Ventilator management required at least every 4 hours as well as appropriate diagnostic services and assessments
    - Patient exhibits weaning potential, without untreatable and/or progressive lung and/or neurological conditions
    - Patient is hemodynamically stable and not dependent on vasopressors
    - Respiratory status is stable with maximum PEEP requirement 10 cm H2O, and FiO2 60 percent or less with O2 saturation at least 90 percent
    - Common conditions include complications of acute lung *injury*, disorders of the central nervous and neuromuscular systems, and cardiovascular, respiratory, and pleural/chest wall disorders
    - Patient continues to meet the criteria above and does not meet the criteria to be transitioned to alternate level of care.

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

**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.

**Urgent Care**

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

*Members* are encouraged to contact their *PCP* for an appointment before seeking care from another provider, but contracted *urgent care centers* and walk in clinics can be used when an urgent appointment is not available. If the *PCP* is not available and the condition persists, call the 24/7 Nurse Advice Line, at 1-877-687-1180. The 24/7 Nurse Advice Line is available 24 hours a day, 7 days a week. A registered nurse can help you decide the kind of care most appropriate for your specific need.

**Emergency Room Services**

In an emergency situation (anything that could endanger your life (or your unborn child's life), you should call 911 or head straight to the nearest emergency room. We cover emergency medical and *behavioral health* services both in and out of our *service area*. We cover these services 24 hours a day, 7 days a week.

Please note some *providers* that treat you within the emergency room may not be contracted with us. If that is the case, they may not balance bill you for the difference between our *allowed amount* and their billed charge. If a provider does inappropriately balance bill you, please contact Member Services at 1-877-687-1180 (TTY 1-877-947-9231).

**Infertility Treatment**

Infertility treatment is limited to medical services provided to the *member* which are *medically necessary* for the diagnosis of infertility. This does not include treatment or *surgical procedures* for infertility, including artificial insemination, in vitro fertilization, and other types of artificial or surgical means of conception, nor drugs administered in connection with these procedures.

**Medical and Surgical Benefits**

*Covered service expenses* are limited to charges:

1. For *surgery* in a *provider's* office or at an *outpatient surgical facility,* including services and supplies.
2. Made by a *physician* for professional services, including *surgery.*
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 chemotherapy and radiation therapy or treatment.
7. For the cost and administration of an anesthetic including general anesthesia and associated facility charges for *dental services* rendered in a *hospital* or ambulatory *surgery facility* setting, provided that a *member* meets the following:
    - *Eligible child* is seven years of age or younger or is developmentally disabled;
    - A *member* for which a successful result cannot be expected from dental care provided under local anesthesia because of a neurological or other medically compromising condition; or
    - A *member* who has sustained extensive facial or dental trauma, unless otherwise covered by workers' compensation insurance.

8. For oxygen and its administration.
9. For accidental *dental service expenses* when a *member* suffers an *injury,* after the *member's effective date* of coverage, that results in:
    a. Damage to his or her natural teeth; and
    b. *Injury* to the natural teeth will not include any *injury* as a result of chewing.
10. For *surgery* and treatment, excluding tooth extraction, of craniomandibular disorders, malocclusions, or disorders of the temporomandibular joint**.**
11. For a baseline mammogram for *members* 35 to 39 years of age. Breast Cancer Mammography screenings every 1 to 2 years for *members* over 40. A mammogram at the age and intervals considered *medically necessary* by the *member's* health care provider for *members* under 40 years of age and having a family history of breast cancer, prior personal history of breast cancer, positive genetic testing, or other risk factors.
12. For reconstructive breast *surgery* charges as a result of a partial or total mastectomy. Coverage includes *surgery* and reconstruction of the diseased and non-diseased breast and *prosthetic devices* necessary to restore a symmetrical appearance and treatment in connection with other physical complications resulting from the mastectomy including lymphedemas.
13. For *medically necessary chiropractic care* treatment on an *outpatient* basis only. See your *Schedule of Benefits* for benefit levels or additional limits. Chiropractic Services are covered when a *network* chiropractor finds that the services are *medically necessary* to treat or diagnose Neuromusculoskeletal Disorders on an *outpatient* basis. *Covered service expenses* are subject to all other terms and conditions of the *contract,* including the *deductible amount* and *copayment/coinsurance* percentage provisions.
14. For the following types of tissue transplants:
    a. Cornea transplants.
    b. Artery or vein grafts.
    c. Heart valve grafts.
    d. Prosthetic tissue replacement, including joint replacements.
    e. Implantable prosthetic lenses, in connection with cataracts.
15. Family Planning for certain professional Provider contraceptive services and supplies, including but not limited to sterilization and vasectomies, tubal ligation and insertion or extraction of FDA-approved contraceptive devices.
16. Prescription glasses or contact lenses when required as a result of *surgery* or for the treatment of accidental *injury*.
17. For approved clinical trial programs for the treatment of children's cancer which includes a Phase II and III *prescription drug* clinical trial program in the state of Georgia, as approved by the federal Food and Drug Administration or the National Cancer Institute for the treatment of cancer that generally first manifests itself in children under the age of 19 and that: Test new therapies, regimens, or combinations thereof against standard therapies or regimens for the treatment of cancer in children; Introduces a new therapy or regimen to treat recurrent cancer in children; or Seeks to discover new therapies or regimens for the treatment of cancer in children which are more cost effective than standard therapies or regimens. These treatments must be certified by and utilize the standards for acceptable protocols established by the Pediatric Oncology Group and the Children's Cancer Group.
18. 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.
19. Nutritional counseling for the treatment of obesity, which includes morbid obesity, Please refer to your *Schedule of Benefits* for applicable calendar year limits.
20. For *medically necessary* genetic blood tests.
21. For *medically necessary* immunizations to prevent respiratory syncytial virus (RSV).
22. For *medically necessary* biofeedback services.

23. For *medically necessary* allergy treatment including allergy testing, injections, and serum.
24. Coverage for *medically necessary* bone mass measurement and for diagnosis and treatment of osteoporosis;
25. *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* are subject to $0 *copay*. *Telehealth Services* not provided by *Ambetter Telehealth* 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 HAS-eligible plan. Please review your *Schedule of Benefits* to determine if your plan is HAS-eligible.
26. *Medically necessary* services made by a provider who renders services in a *network urgent care center*, including facility costs and supplies.
27. For hemodialysis, and the charges by a *hospital* for processing and administration of blood or blood components.
28. For pulse oximetry screening on a newborn.
29. Newborn hearing screening, necessary rescreening, audiological assessment and follow-up, and initial amplification.
30. 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 Benefits** section.
    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.
31. For respiratory and pulmonary therapy.
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 *medically necessary* diagnostic and laboratory and x-ray tests.
35. 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.
36. 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.

37. 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.
38. 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.
39. 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.
40. 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.
41. Testing of pregnant women and other members for lead poisoning.
42. *Medically Necessary* routine foot care, *prior authorization* may be required.

**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:

- Services provided in an *Outpatient* Dialysis Facility or when services are provided in the Home;
- Processing and administration of blood or blood components;
- Dialysis services provided in a *hospital*;
- 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.

**Diabetic Care Expense Benefits**
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, exams including podiatric exams; 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, *physician*-prescribed blood glucose monitors, supplies for the device, and syringes or needles; orthotics and diabetic shoes; urinary protein/microalbumin and lipid profiles; educational health and nutritional counseling for self-management, eye examinations, and prescription medication; and one retinopathy examination screening per year.

**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 *member* and the item cannot be modified). If more than one *prosthetic device* can meet a *member'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 *member*.
3. For four mastectomy bras per year if the *member* has undergone a covered mastectomy.
4. For rental of a *medically necessary durable medical equipment*.
5. For the cost of one Continuous Passive Motion (CPM) machine per *member* following a covered joint *surgery*.
6. For respiratory therapy and cardiac *rehabilitation*.
7. For one pair of eyeglasses or contact lenses per *member* following a covered cataract *surgery*.

**Radiology, Imaging and Other Diagnostic Testing**
*Medically necessary* radiology services, imaging and tests performed for diagnostic reasons are a *covered service* (e.g., X-ray, Magnetic Resonance Imaging (MRI), Computed Tomography (CT scan), Positron Emission Tomography/Single Photon Emission Computer Tomography (PET/SPECT), mammogram, and ultrasound imaging). *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).

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

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

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

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

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

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

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

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

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

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

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

**Formulary or Prescription Drug List**
The formulary or *prescription drug* list is a guide to available generic, brand name drugs and some over-the-counter medications when ordered by a *physician* that are approved by the 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 (PDL) or for more information about our pharmacy program, visit *Ambetter.pshpgeoriga.com* (under "For Member", "Drug Coverage") or call Member Services at 1-877-687-1180 (TTY 1-877-941-9231).

**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.

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

**How to Fill a Prescription**
Prescription 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.pshpgeorgia.com on the Find a Provider page. You can also call Member Services to help you find a pharmacy. At the pharmacy, you will need to provide the pharmacist with your *prescription order* and your *member* identification card.

We also offer a three-month (90-day) supply of maintenance medications by mail or from *network* retail pharmacies for specific benefit plans. These drugs treat long-term conditions or *illnesses*, such as high blood pressure, asthma and diabetes. You can find a list of covered medications on Ambetter.pshpgeorgia.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 1-800-552-8159. Alternatively, you can fill out an enrollment form and mail the form to the address provided at the bottom of the form. The enrollment form can be found on our Ambetter website. Once on our website, click on the section, "For Member," "Drug Coverage." The enrollment form will be located under "Forms."

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

For your health and wellness, we review the use of prescription medications. Ambetter's Pharmacy department, together with Medical Management, will review *member* profiles. If *members* meet specific criteria, they will be recommended for participation in the Pharmacy Lock-In program. This program also helps to decrease overutilization. If we detect the pharmacy benefit is being used in a potentially harmful, excessive, or abusive manner, your coverage of pharmacy services may be limited in one or more of the following ways:

- By restricting your pharmacy services to a single specific *network* pharmacy;
- By restricting your specialty pharmacy services to a specific specialty pharmacy, if the specified *network* pharmacy is unable to provide or is not contracted to provide covered specialty pharmacy services;
- By restricting all of your controlled substance medications to be prescribed by a specific *network* health care practitioner

Once we determine it is necessary to restrict your pharmacy services, only prescriptions filled at the specified *network* pharmacy or *network* specialty pharmacy will be considered eligible covered expenses. Additionally, only controlled substance medications prescribed by the specified *network* health care practitioner will be considered eligible covered expenses. *Members* identified for participation in the Pharmacy Lock-In program, and their associated providers, will be notified of the program via mail.

Such communication will include information on duration of participation, pharmacy to which *member* is locked-in, any prescriber restrictions, and *member appeal*s rights. We will review a request to change the selected *network* pharmacy or health care practitioner, then call and/or mail a letter to notify you if the change is allowed.

Non-*Covered Service*s and Exclusions:
No benefits will be paid under this benefit provision for services provided or expenses incurred:

1. For *prescription drug* treatment of erectile dysfunction or any enhancement of sexual performance unless such treatment is listed on the formulary.
2. For weight loss *prescription drugs* unless otherwise listed on the formulary.
3. For immunization agents otherwise not required by the Affordable Care Act.
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 with a facility for dispensing pharmaceuticals.
6. For a refill dispensed more than 12 months from the date of a *physician's* order.
7. For more than the predetermined *managed drug limitations* assigned to certain drugs or classification of drugs.
8. For a *prescription order* that is available in over-the-counter form, or comprised of components that are available in over-the-counter form, and is therapeutically equivalent, except for over-the-counter products that are listed on the formulary.
9. For drugs labeled "Caution - limited by federal law to *investigational* use" or for *investigational* or *experimental* drugs.
10. For any drug that we identify as therapeutic duplication through the Drug Utilization Review program.
11. For more than a 30-day supply when dispensed in any one prescription or refill, or for some maintenance drugs up to 90-day supply when dispensed by mail order or a pharmacy that participates in extended day supply *network*. Specialty drugs and other select drug categories are limited to a 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 drugs or dosage amounts determined by Ambetter's Pharmacy and Therapy committee to be ineffective, unproven or unsafe for the indication for which they have been prescribed, regardless of whether the drugs or dosage amounts have been approved by any governmental regulatory body for that use.
15. For any controlled substance that exceeds state established maximum morphine equivalents in a particular time period, as established by state laws and regulations.
16. 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**.**
17. For medications used for cosmetic purposes.
18. For any claim submitted by non-lock-in pharmacy while *member* is in lock-in status. To facilitate appropriate benefit use and prevent overutilization, *member's* participation in lock-in status will be determined by review of pharmacy claims.
19. For any prescription or over the counter version of vitamin(s) unless otherwise included on the formulary.
20. For infertility drugs unless otherwise listed on the formulary.
21. For any drug related to dental restorative treatment or treatment of chronic periodontitis, where drug administration occurs at a dental practitioner's office.
22. For any drug dispensed from a non-lock-in pharmacy while *member* is in lock-in program.
23. For any drug related to *surrogate pregnancy*.
24. For any medicinal and recreational use of cannabis or marijuana.
25. 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.
26. Medication refills where a *member* has more than 15 days' supply of medication on hand.
27. Compound drugs, unless there is at least one ingredient that is an FDA-approved drug.

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 the tier status as indicated by the formulary will be applicable.

**Non-Formulary Prescription Drugs**
Under the Affordable Care Act, you have the right to request coverage of *prescription drugs* that are not listed on the plan formulary (otherwise known as "non-formulary drugs"). To exercise this right, please get in touch with your *medical practitioner*. Your *medical practitioner* can utilize the usual *prior authorization* request process. See the "Prescription Drug Exception Process" 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 *member*'s life, health, or ability to regain maximum function or when a *member* 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 standard 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.

**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.

**Pediatric Vision Expense Benefits**
Coverage for vision services is provided for children, under the age of 19, through the end of the plan year in which they turn 19 years of age.

1. Routine ophthalmological exam
    a. Refraction;
    b. Dilation;
2. Contact lens fitting; Standard frames.
3. Prescription lenses
    a. Single;
    b. Bifocal;
    c. Trifocal;
    d. Lenticular; or
    e. Contact lenses (in lieu of glasses).
4. Additional lens options (including coating and tints)
    a. Progressive lenses (standard or premium);
    b. Intermediate vision lenses;
    c. Blended segment lenses;
    d. Hi-Index lenses;
    e. Plastic photosensitive lenses;
    f. Photochromic glass lenses;
    g. Glass-grey #3 prescription sunglass lenses;

h. Fashion and gradient tinting;
i. Ultraviolet protective coating;
j. Polarized lenses;
k. Scratch resistant coating;
l. Anti-reflective coating (standard, premium or ultra);
m. Oversized lenses;
n. Polycarbonate lenses.

5. Low vision aids as *medically necessary*.

Please refer to your *Schedule of Benefits* for a detailed list of *cost sharing*, annual maximum and appropriate service limitations. To see which vision providers are part of the *network*, please visit ambetter.pshpgeorgia.com or call Member Services at 1-877-687-1180 (TTY 1-877-941-9231).

Services not covered:

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

**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 *member* who is at least fifty (50) years of age; and at least once annually for a *member* who is at least forty (40) years of age and who is at high risk for prostate cancer according to the most recent published guidelines of the American Cancer Society.

**Non-Routine Vision Adult and Pediatric**
Eye exams for the treatment of medical conditions of the eye are covered when the service is performed by a *network provider* (optometrist or ophthalmologist). *Covered service*s include office visits, testing, and treatment of eye conditions producing symptoms that if left untreated may result in the loss of vision.

Excluded services for routine and non-routine vision include:

1. Visual Therapy.
2. Vision Therapy Development Testing for children, except when pre-approved.
3. Any vision services, treatment or materials not specifically listed as a *covered service*.
4. Low vision services and hardware for adults.
5. *Non-network* care except when pre-*authorized.*
6. Reading glasses for children may be furnished based on the merits of the individual case. The doctor should indicate why such corrections are necessary. All such requests will be reviewed on a prior approval basis.
7. LASIK *Surgery*

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

Coverage is also provided for:

1. For *medically necessary* oral *surgery*, including the following:
    a. Treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia;
    b. Orthognathic *surgery* for a physical abnormality that prevents normal function of the upper and/or lower jawbone and is *medically necessary* to attain functional capacity of the affected part.
    c. Oral/surgical correction of accidental injuries.
    d. Treatment for Temporomandibular Joint Disorder (TMJ), including removable appliances for TMJ repositioning and related *surgery*, medical care, and diagnostic services.
    e. Treatment of non-dental lesions, such as removal of tumors and biopsies.
    f. Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses.
    g. Surgical procedures that are *medically necessary* to correct disorders caused by (or resulting in) a specific medical condition such as degenerative arthritis, jaw fractures or jaw dislocations.
    h. *Reconstructive surgery* to correct significant deformities caused by congenital or developmental abnormalities, *illness*, *injury* or an earlier treatment in order to create a more normal appearance.
2. Dental anesthesia charges include coverage for the administration of general anesthesia and *hospital* or office charges for dental care, rendered by a dentist, regardless of whether the services are provided in a *network hospital*, surgical center or office, provided to the following *members*:
    a. A *member* under the age of 19;
    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.

**Preventive Care Expense Benefits**

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

- Evidence based items or services that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF).
- Immunizations for routine use in children, adolescents and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention (CDC).
- With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA).
- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the HRSA.

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

**Bone Mass Measurement/Bone Density Testing**
*Covered service expenses* include the charges incurred by a *member* for bone mass measurements or bone density testing, and *prescription drugs* and devices approved by the FDA or generic equivalents as approved substitutes. Bone mass measurements or bone density testing, drugs or devices shall include those *members* who meet the criteria under the federal Medicare program and those in accordance with the criteria of the National Institutes of Health. *Members* will also qualify if the *member* meets any of the following:

1. Previously diagnosed as having osteoporosis or having a family history of osteoporosis; or
2. With symptoms or conditions indicative of the presence or significant risk of osteoporosis; or
3. On a prescribed drug regimen posing a significant risk of osteoporosis; or
4. With lifestyle factors to a degree as posing a significant risk of osteoporosis; or,
5. With such age, gender, and/or other physiological characteristics which pose a significant risk for osteoporosis.

**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.

**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 will require notification to us. We do not require that a *provider* or other health care provider obtain *prior authorization* for delivery.

**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*, *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.

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

1. *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.
2. *Provider* home visits and office services.
3. Parent education, assistance, and training in breast or bottle feeding and the performance of any necessary and appropriate clinical tests.
4. *Complications of pregnancy*.
5. *Hospital* stays for other *medically necessary* reasons associated with maternity care (less any applicable *copayment amounts*, *deductible amounts*, or *coinsurance*).
6. For medical services or supplies for maternity deliveries at home, required for medical professional or *medically necessary* treatment.

**Note:** This provision does not amend the *contract* to restrict any terms, limits, or conditions that may otherwise apply to *covered services* expense for maternity care. This provision also does not require a *member* who is eligible for coverage under a health benefit plan to:

(1) Give birth in a *hospital* or other health care facility; or

(2) Remain under *inpatient* care in a *hospital* or other health care facility for any fixed term following the birth of a child.

**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 the **General Non-Covered Services and Exclusions** section as limitations may exist.

**Duty to Cooperate**

We do not cover services or supplies related to a *member's pregnancy* when a *member* is acting as a *surrogate* and has entered into a *surrogacy arrangement*. For more information on excluded services, please see the **General Non-Covered Services and Exclusions** section. *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 at the Member Services Department, 1100 Circle 75 Parkway, Suite 1100 Atlanta, GA 30339. 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).

**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 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 *member* in the trial.

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

1. 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
2. The insured is enrolled in the clinical trial. This section shall not apply to insurers who are only following the protocol of phase I or II of a clinical trial, but not actually enrolled.

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

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. An NIH Cooperative Group or Center;
6. The FDA in the form of an *investigational* new drug application;
7. The federal Departments of Veterans' Affairs, Defense, or Energy;
8. The study or investigation is a drug trial that is exempt from having such an investigational new drug application;
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; or
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. There must be equal to or superior, noninvestigational treatment alternatives and the available clinical or preclinical data must provide a reasonable expectation that the treatment will be superior to the non-investigational alternatives.

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

**Transplant 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 the *member*'s 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 an appropriate candidate for a *medically necessary* transplant, live donation, *covered service expenses* will be provided for:

1. Pre-transplant evaluation.
2. Pre-transplant harvesting of the organ from the donor.
3. Left Ventricular Assist Devices (LVAD) (only when used as a bridge to a heart transplant).
4. Including outpatient *covered service*s 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 *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, and mileage. Please refer to the "Member Transplant Travel Reimbursement Policy" for outlined details on reimbursement limitations at Ambetter.pshgeorgia.com/resources/handbooks-forms.html.

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 *transplant* from any *physician*. However, if a *transplant* is performed in a *Center of Excellence:*

1. We will pay for the following services when the *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 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 six months of the date of service in order to be reimbursed.
e. Incurred costs related to a certified/registered service animal for the transplant member and/or donor.
f. Please refer to the *member* resources page for *member* reimbursement transplant travel forms and information at www. ambetter.pshpgeorgia.com.

Non-Covered Services and Exclusions

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

1. For a prophylactic bone marrow harvest or peripheral blood stem cell collection when no transplant occurs.
2. For animal to human transplants.
3. For procurement or transportation of the organ or tissue, unless expressly provided for in this provision through the *Center of Excellence*.
4. To keep a donor alive for the transplant operation, except when *authorized* through the *Center of Excellence*.
5. For a live donor where the live donor is receiving a transplanted organ to replace the donated organ.
6. Related to transplants un*authorized* though the *Center of Excellence* and is not included under this provision as a transplant.
7. For a *transplant* under study in an ongoing phase I or II clinical trial as set forth in the 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 un*authorized* facility or not obtained through the *Center of Excellence*.
9. For any transplant services and/or travel related expenses for *member* and donor, when preformed outside of the United States.
10. The following ancillary items listed below, will not be subject to *member* reimbursement under this *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 precheck, 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 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.

**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*, *copayment*, and *coinsurance*.

**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:
1. The equipment, supply or appliance is a *covered service*;
2. The continued use of the item is *medically necessary*; and
3. 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:

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

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

*Durable medical equipment*

The rental (or, at our option, the purchase) of *durable medical equipment* prescribed by a *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.

*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.
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 Service*s 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. 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.
3. Replacements for all or part of absent parts of the body or extremities, such as artificial limbs, artificial eyes, etc.
4. 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.
5. Cochlear implant and Bone Anchored Hearing Aids.
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 *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*.

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).

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. Left Ventricular Artificial Devices (LVAD) (only when used as a bridge to a heart transplant)
3. Ankle foot orthosis.
4. Corsets (back and special surgical).
5. Splints (extremity).
6. Trusses and supports.
7. Slings.
8. Wristlets.
9. Built-up shoe.
10. Custom made shoe inserts.
11. *Medically necessary* corrective footwear, *prior authorization* may be required.

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. Foot support devices, such as arch supports, unless they are an integral part of a leg brace.
2. Standard elastic stockings, garter belts, and other supplies not specially made and fitted (except as specified under the **Medical Supplies** provision).
3. Garter belts or similar devices.

**Social Determinants of Health Supplemental Benefits**
*Social determinants of health* supplemental benefits and services may be offered to members 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 *members* are eligible for the benefits upon obtaining coverage. The services are optional, and the benefits are made available at no additional cost to the *members*. 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 members through the "My Health Pays" wellness program and through our website. members may receive notifications about available benefits and services through emails and/or through the "My Health Pays" notification system. To inquire about these benefits and services or other benefits available, you may visit our website at Ambetter.pshpgeorgia.com or by contacting Member Services by telephone at 1-877-687-1180 (TTY 1-877-941-9231).

**Wellness and Other Program Benefits**
Benefits may be available to members for participating in certain programs that we may make available in connection with this *contract*. Such programs may include wellness programs and 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.pshpgeorgia.com or by contacting Member Services by telephone at 1-877-687-1180 (TTY 1-877-941-9231). The benefits are available as long as coverage remains active, unless changed by us as described in the programs' terms and conditions. Upon termination of coverage, program benefits are no longer available. All members are automatically eligible for program benefits upon obtaining coverage. The programs are optional, and the benefits are made available at no additional cost to the members. The programs and benefits available at any given time are made part of this *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 *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 1-877-687-1180 (TTY 1-877-941-9231).

**Medical Foods**
We cover medical foods and formulas for outpatient total parenteral therapy, outpatient enteral therapy, outpatient elemental formulas for malabsorption, and dietary formula when *medically necessary* for the treatment of Phenylketonuria (PKU) and inborn errors of metabolism. Excluded are any other non-medical dietary formulas, oral nutritional supplements, special diets, prepared foods or meals, baby formula or food and formula for access problems.

**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 *contract* for details regarding Coverage for a Newborn Child/Coverage for an Adopted Child.

**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.

# GENERAL NON-COVERED SERVICES AND EXCLUSIONS

No benefits will be provided or paid for:

1. Any service or supply that would be provided without cost to the *member* in the absence of insurance covering the charge.
2. Expenses, fees, taxes, or surcharges imposed on the *member* by a provider (including a *hospital*) but that are actually the responsibility of the provider to pay.
3. Any services performed by a member of the *member's immediate family.*
4. Any services not identified and included as *covered service expenses* under the *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. Reversal of sterilization and reversal of vasectomies.
6. For abortion (unless 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 religious, sex counseling, marriage, family, or child counseling for the treatment of premarital, marriage, family, or child relationship dysfunctions.
9. For telephone consultations between providers, except those meeting the definition of *telehealth services*, or for failure to keep a scheduled appointment.
10. For stand-by availability of a *medical practitioner* when no treatment is rendered.
11. 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 service expense benefits.
12. 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.
13. *Mental health* services are excluded:
    a. Services for psychological testing associated with the evaluation and diagnosis of learning disabilities;
    b. Pre-marital counseling;
    c. When ordered by the court, to be used in a court proceeding, or as a condition of parole or probation, unless a *network physician* determines such services to be *medically necessary;* ;
    d. Court-ordered testing of aptitude, ability, intelligence or interest;

e. Evaluation for the purpose of maintaining employment. Benefits will be allowed for services that would otherwise be covered under this *contract*;
f. Services which are custodial in nature; and
g. Evaluations for any purpose other than mental health treatment. This includes evaluations for: child custody; disability; or fitness for duty/return to work, unless a *network physician* determines such evaluation to be *medically necessary*.

14. For charges related to, or in preparation for, tissue or organ transplants, except as expressly provided for under the **Transplant Service Expense Benefits** provision.
15. For eye refractive *surgery,* when the primary purpose is to correct nearsightedness, farsightedness, or astigmatism.
16. While confined primarily to receive *rehabilitation, custodial care,* educational care, or nursing services (unless expressly provided for in this *contract)*.
17. For vocational or recreational therapy, vocational *rehabilitation*, *outpatient* speech therapy, or occupational therapy, except as expressly provided for in this *contract*.
18. For eyeglasses, contact lenses, hearing aids, eye refraction, visual therapy, or for any examination or fitting related to these devices, except as expressly provided in this *contract*.
19. 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.
20. For treatment received outside the United States, except for a medical emergency while traveling for up to a maximum of (90) consecutive days.
21. 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 w*orkers' 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.
22. For fetal reduction *surgery*.
23. 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.
24. 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; 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).
25. 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.
26. As a result of any *injury* sustained while at a *residential treatment facility.*
27. 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.
28. For the following miscellaneous items: 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; 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*; treatment of spider veins; transportation expenses, unless specifically described in this *contract*.

29. Diagnostic testing, laboratory procedures, screenings or examinations performed for the purpose of obtaining, maintaining or monitoring employment.
30. For any claim submitted by non-lock-in pharmacy while *member* is in lock-in status. To facilitate appropriate benefit use and prevent overutilization, *member's* participation in lock-in status will be determined by review of pharmacy claims.
31. *Surrogacy Arrangement*. Health care services, including supplies and medication, to a *surrogate*, including a *member* acting as a *surrogate* or utilizing the services of a *surrogate* who may or may not be a *member*, and any child born as a result of a *surrogacy arrangement*. This exclusion applies to all health care services, supplies and medication to a *surrogate* including, but not limited to:
    (a) Prenatal care;
    (b) Intrapartum care (or care provided during delivery and childbirth);
    (c) Postpartum care (or care for the *surrogate* following childbirth);
    (d) *Mental Health* Services related to the *surrogacy arrangement*;
    (e) Expenses relating to donor semen, including collection and preparation for implantation;
    (f) Donor gamete or embryos or storage of same relating to a *surrogacy arrangement*;
    (g) Use of frozen gamete or embryos to achieve future conception in a *surrogacy arrangement*;
    (h) Preimplantation genetic diagnosis relating to a *surrogacy arrangement*;
    (i) Any complications of the child or *surrogate* resulting from the *pregnancy*; or
    (j) Any other health care services, supplies and medication relating to a *surrogacy arrangement*.

    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 members possessing an active *contract* with us and/ or the child possesses an active *contract* with us at the time of birth.
32. Immunizations that are not *medically necessary* or medically indicated. This includes those used for travel and occupational.
33. For expenses, services, and treatments from a massage therapist to touch and manipulate the muscles and other soft tissues of the body.
34. For expenses, services, and treatments from a Naprapathic *specialist*s for conditions caused by contracted, injured, spasmed, bruised, and/or otherwise affected myofascial or connective tissue
35. For expenses, services, and treatments from a Naturopathic *specialist*s for treatment of prevention, self-healing and use of natural therapies.
36. For expenses, services, and treatments related to private duty nursing in an *inpatient*, *outpatient* or home location.
37. For expenses for services related to dry needling.

# 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*. In general, *network providers* must obtain *authorization* from us prior to providing a service or supply to a *member.* However, there are some *network eligible expenses* for which you must obtain the *prior authorization*.

For services or supplies that require *prior authorization*, as shown on 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* requests (medical and *behavioral health*) must be received by telephone, eFax or provider web portal as follows:

1. At least 5 days prior to an elective admission as an *inpatient* in a *hospital*, extended care or *rehabilitation facility*, *hospice* facility, or *residential treatment facility*.
2. At least 30 days prior to the initial evaluation for organ transplant services.
3. At least 30 days prior to receiving clinical trial services.
4. Within 24 hours of any *inpatient* admission, including emergent *inpatient* admissions.
5. At least 5 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 *you*r provider if the request has been approved as follows:

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

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

**Failure to Obtain Prior Authorization**
Failure to comply with the *prior authorization* requirements will result in benefits being reduced. *Network providers* cannot bill you for services for which they fail to obtain *prior authorization* as required.

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.

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

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

# TERMINATION

**Termination of Contract**
All coverage 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*; or
2. The last day of the month we receive a request from you to terminate this *contract,* or any later date stated in your request will be effective the last day of the requested month but no further than 60 days in advance; or
3. 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* turns 26.
4. The date we decline to renew this *contract,* as stated in the Discontinuance provision.
5. The date of your death, if this *contract* is an individual plan; or
6. The date a *member's eligibility* for coverage under this *contract* ceases due to any of the reasons stated in the Ongoing Eligibility section in this *contract*.

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 *subscriber*. 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.

**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 providing written notice to the entity with which you enrolled. Such cancellation shall become effective upon receipt, or on such later date specified in the notice. If you cancel, we shall promptly return any unearned portion of the premium paid, but in any event shall return the unearned portion of the premium within 30 days. The earned premium shall be computed on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the *effective date* of the cancellation.

**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 where you reside, we will provide a written notice to you at least 90 days prior to the date that we discontinue coverage. You will be offered an option to purchase any other coverage in the individual market we offer in your state at the time of discontinuance of this *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 all individual *contracts* in the individual market in the state where you reside, we will provide a written notice to you and the Commissioner of Insurance at least 180 days prior to the date that we stop offering and terminate all existing individual *contracts* in the individual market in the state where you reside.

**Notification Requirements**
It is the responsibility of you or your former *dependent member* to notify us 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.
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 rights.
7. To not settle any claim or lawsuit against a *third party* without providing us with written notice of the intent to do so.
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.

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.

# CLAIMS

**Notice of Claim**
We must receive notice of claim within 30 days of the date the *loss* began or as soon as reasonably possible.

**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-are 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 also need to submit a copy of the Member Reimbursement Claim Form posted at Ambetter.pshpgeoriga.com under "For Members – Forms and Materials". Send all the documentation to us at the following address:

Ambetter from Peach State Health Plan
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 the claim at issue to the *member*.

**Time for Payment of Claims**
Benefits will be paid within 30 days after receipt of proper *proof of loss*.

**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 elect to pay, in our discretion, all or any part of the benefits provided by this *contract* for *hospital,* surgical, nursing, or medical services, directly to the *hospital* or other party providing such services to you. By reserving the right to pay, in our discretion, all or any part of the benefits provided for in this *contract* directly to a *hospital* or other person providing surgical, nursing, or medical services to you, we are not granting any *hospital* or other person rendering surgical, nursing or medical services any right to demand direct payment of any right to enforce any provision of this *contract;* nor are we waiving the Non-Assignment provision of this *contract* set forth below.

- 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*.

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

Claims incurred outside of the United States for emergency care and treatment of a *member* must be submitted in English or with an English translation, at the *member's* expense. 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.pshgeorgia.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/cost share based on date of service.

Currency Rate at the time of completed transaction, Foreign Country currency to United States currency.

Once we have 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.

**Non-Assignment**
The coverage, rights, privileges and benefits provided for under this *contract* are not assignable by you or anyone acting on *your* behalf. 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.

No action at law or in equity may be brought against us under the *contract* for any reason unless the *member* first completes all the steps in the *complaint/grievance procedures* made available to resolve disputes in your state under the *contract*. After completing that *complaint/grievance procedures* process, if you want to bring legal action against us on that dispute, you must do so within three years of the date we notified you of the final decision on your *complaint/grievance*.

# APPEAL AND COMPLAINT PROCEDURE

Your satisfaction is very important to us. We want to know your issues and concerns so we can improve our services. Reporting these will not affect your health care services. The following processes are available to address your concerns.

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

An eligible complainant is:

1. A claimant*;*
2. A person *authorized* to act on behalf of the claimant. **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 claimant 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 claimant.

   **Important:** *Adverse benefit determinations* that are not *complaints* will follow standard Affordable Care Act (ACA) *internal appeals* processes.

**Call Member Services**

Please contact Member Services at 1-877-687-1180 (TTY 1-877-941-9231) if you have questions or concerns. We will attempt to answer your questions during initial contact, as most concerns can be resolved with one phone call.

**Appeal**

*An appeal* is a formal request, either orally, or in writing or by electronic transmission, to reconsider a determination not to certify an admission, extension of stay, or other health care service or procedure, and shall include both formal standard *appeal*s and expedited *appeal*s.

**Filing an Appeal**

When we make an *adverse benefit determination*, we will send you a notification that includes information to file an *appeal* and how to authorize a representative. You have 180 calendar days to file an *appeal* from the date we issue the *adverse benefit determination*.

You can file an *appeal* by filling out the form included with the denial notice or sending a letter to:

**Ambetter**
**Attn: Appeals and Grievances Department**
**1100 Circle 75 Parkway, Suite 1100**
**Atlanta, GA 30339**
**Fax 1-866-532-8855**

*You can also file an appeal via phone by contacting us at 1-877-687-1180 (TTY 1-877-941-9231). Verbal requests must be followed up in writing.*

Call us at 1-877-687-1180 (TTY 1-877-941-9231) if you have any questions regarding the process or how to file an *appeal*. We will provide an interpreter or TTY services for you if you need them.

**Processing your Appeal**
After you file your *appeal*, we will notify you of all the information that is needed to process the *appeal* within five business days of receipt of the *appeal*. You will be informed that you can present any information that you wish for us to consider as part of the *appeal*. We will investigate the *appeal* to decide if more information is needed from you or your *provider*.

**Grievance Panel**
Your *appeal* will be reviewed by a *grievance* panel. The *grievance* panel will not include the person who made the initial determination and is not the subordinate of the original reviewer. The panel may, however, consult with the initial decision-maker. If the panel consists of at least three persons, the panel may then include no more than one subordinate of the person who made the initial determination.

The *grievance* panel will include:
1. At least one individual *authorized* to take corrective action on the *grievance*; and
2. At least one insured other than the grievant, if an insured is available to serve on the *grievance* panel. The insured *member* of the panel shall not be an employee of the plan, to the extent possible.

When the *adverse benefit determination* is based in whole or in part on a medical judgment, the *grievance* panel will consult with a licensed health care provider with expertise in the field relating to the *grievance* and who was not consulted in connection with the original *adverse benefit determination*.

An appellant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits. All comments, documents, records and other information submitted by the claimant relating to the claim for benefits, regardless of whether such information was submitted or considered in the initial *adverse benefit determination*, will be considered in the *internal appeal*.
1. The claimant will receive from the plan, as soon as possible, any new or additional evidence considered by the reviewer. The plan will give the claimant ten calendar days to respond to the new information before making a determination, unless the state turnaround time for response is due in less than ten days. If the state turnaround time is less than ten days, the claimant will have the option of delaying the determination for a reasonable period of time to respond to the new information.
2. The claimant will receive from the plan, as soon as possible, any new or additional medical rationale considered by the reviewer. The plan will give the claimant ten 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 ten days. If the state turnaround time is less than ten days, the claimant will have the option of delaying the determination for a reasonable period of time to respond to the new medical rationale.

We may extend our deadline by no more than 14 calendar days if we need additional information to reach a decision. We will inform you of the request's status if such an extension is necessary. If we do not receive the required information within the extended timeframe, we will make a determination based on the information we have. If no extension is needed, we will make the decision within 30 calendar days of receipt of your pre-service *appeal* or 60 calendar days of receipt of your post-service *appeal*. We will resolve any *appeals* for *prescription drugs* excluded by the Ambetter Prescription Drug List (also referred to as the formulary) within 72 hours of receipt.

The notice will include an explanation of our decision, a reference to the criteria on which the decision was based, a list of the title and qualifications of each person participating in the review, and a description of your further *appeal* rights. Your further *appeal* rights include the right to an External Review.

**Expedited Appeal**
*You can file an expedited appeal when a requested service involves a situation that would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function. This type of appeal must be documented with clinical information.*

You may request an expedited *appeal* at any time. You may start the *appeal* orally or in writing. You may contact us at:

**Ambetter**
**Attn: Appeals and Grievances Department**
**1100 Circle 75 Parkway, Suite 1100**
**Atlanta, GA 30339**
**Fax 1-866-532-8855**
**Customer Service: 1-877-687-1180 (TTY 1-877-941-9231)**

All necessary information, including our determination on review, will be transmitted between the appellant and us by telephone, facsimile, or other available similarly expeditious method. Upon written request, we will mail or electronically mail a copy of the appellant's complete *contract* to the appellant or the appellant's *authorized representative* as expeditiously as the *grievance* is handled.

We will make a decision about the request within 72 hours of receipt. Due to the 72-hour resolution timeframe, the standard requirements for notification, *grievance* panel and acknowledgement do not apply to expedited *appeals.*

We will resolve any *appeals* for *prescription drugs* excluded by the Ambetter Prescription Drug List (also referred to as the formulary) within 72 hours of receipt.

**External Review Process**
1. We have five business days (immediately for expedited) following receipt of the request to conduct a preliminary review of the request to determine whether:
    a. The individual was a *member* at the time the item or service was requested;
    b. The service is a *covered service* under the claimant's health plan but for the plan's *adverse benefit determination* with regard to medical necessity *experimental/investigational*, medical judgment, or *rescission*;

c. The claimant has exhausted the internal process; and
d. The claimant has provided all of the information required to process an external review.

2. Within one business day (immediately for expedited) after completion of the preliminary review, we will notify the claimant in writing as to whether the request is complete but not eligible for external review and the reasons for its ineligibility or , if the request is not complete, the additional information needed to make the request complete.
3. We must allow a claimant to perfect the request for external review within the four-month filing period or within the 48-hour period following the receipt of notification.
4. We will assign an Independent Review Organization (IRO) on a rotating basis from our list of contracted IROs.
5. Within five business days after the date of assignment of the IRO, we must provide the documents and any information considered in making the *adverse benefit 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 benefit determination* to the IRO electronically or by telephone or facsimile or any other available expeditious method.
6. If we fail to timely provide the documents and information, the IRO may terminate the external review and make a decision to reverse the *adverse benefit determination*.
7. Within ten business days, the assigned IRO will timely notify the claimant in writing of the request's *eligibility* and acceptance for external review. The notice will include a statement that the claimant may submit in writing additional information to the IRO to consider.
8. Upon receipt of any information submitted by the claimant, the IRO must forward the information to us within one business day.
9. Upon receipt of the information, we may reconsider our determination. If we reverse our *adverse benefit determination*, we must provide written notice of the decision to the claimant and the IRO within one business day after making such decision. The external review would be considered terminated.
10. Within 45 days (72 hours for expedited) after the date of receipt of the request for an external review by the health plan, the IRO will review all of the information and provide written notice of its decision to uphold or reverse the *adverse benefit determination* to the claimant 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.
11. Upon receipt of a notice of a decision by the IRO reversing the *adverse benefit determination*, we will approve the *covered service* that was the subject of the *adverse benefit determination*.

**Complaint**

A *complaint* is a communication from the *member* either orally, in writing or by electronic transmission concerning dissatisfaction by the *member* with the health plan or its providers. *Complaint*s commonly involve.

a) Us, as the insurer; e.g., customer service grievances - "the person to whom I spoke on the phone was rude to me";
b) Providers with whom we have a direct or indirect *contract*;
   i) Lack of availability and/or accessibility of *network providers* not tied to an unresolved benefit denial; and
   ii) Quality of care/quality of service issues;
c) Expressions of dissatisfaction regarding quality of care/quality of service;

Contact Member Services at 1-877-687-1180 (TTY 1-877-941-9231) for any questions, concerns, or inquiries. Most concerns can be resolved upon initial contact without going through the formal *complaint* process.

**Filing a Complaint**

You or your *authorized representative* may file a *complaint* by calling Member Services at 1-877-687-1180 (TTY 1-877-941-9231) or in writing by mailing or faxing your *complaint* to:

**Ambetter**
**Attn: Appeals and Grievances Department**
**1100 Circle 75 Parkway, Suite 1100**
**Atlanta, GA 30339**
**Fax 1-866-532-8855**

If filing a written *complaint*, please include:

- Your first and last name
- Your *member* ID number
- Your address and telephone number
- Details surrounding your concern
- Any supporting documentation

**Process and Resolution Timeframes**

We will acknowledge your *complaint* by sending you a letter within five business days of receipt of your *complaint*.

*Complaints* will be promptly investigated, and will be resolved within 30 calendar days of receipt. The time period may be extended for an additional 14 calendar days, making the maximum time for the entire *complaint* process 44 calendar days if we provide you or your *authorized representative*, if applicable, written notification of the following within the first 30 calendar days:

- That we have not resolved the *complaint*;
- When our resolution of the *complaint* may be expected; and
- The reason why the additional time is needed.

If we do not receive the required information before the end of the extension period, we will resolve the *complaint* with the information we have on file.

**Complaints Received from the State Insurance Department**

The commissioner may require us to treat and process any *complaint* received by the State Insurance Department by, or on behalf of, a claimant as an *appeal* as appropriate. We will process the State Insurance Department *complaint* as an *appeal* when the commissioner provides us with a written description of the *complaint*.

**Appeals and Complaint filing and key communication timelines**

| | Timely Filing | Acknowledgment | Resolution | Allowable Extension |
|---|---|---|---|---|
| Complaint | N/A | 5 business days | 30 calendar days | 14 calendar days |
| Standard Pre-Service Appeal | 180 calendar days | 5 business days | 30 calendar days | 14 calendar days |
| Expedited Pre-Service Appeal | 180 calendar days | N/A | 72 hours | 14 calendar days |
| Standard Post-Service Appeal | 180 calendar days | 5 business days | 60 calendar days | 14 calendar days |
| Formulary Exception Request | 180 calendar days | N/A | 72 hours | 14 calendar days |
| External Review | 120 calendar days | 6 business days | 45 calendar days | N/A |
| Expedited External Review | 120 calendar days | N/A | 72 hours | N/A |

You can also view your *appeal* and grievance information in your *member* secure portal.

# GENERAL PROVISIONS

**Entire Contract**
This *contract,* with the application and any rider-amendments is the entire *contract* between you and us*.* No party or agent of a party may:

1. Change or alter the terms of this *contract*;
2. Waive any provision of this *contract*;
3. Extend the time for payment of premiums;
4. Waive any of our rights or requirements under the *contract*; or
5. Waiver any of your obligations under the *contract.*

**Non-Waiver**
If we 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 Applicable Laws**
Any part of this *contract* in conflict with *applicable laws* on this *contract's effective date* or on any premium due date is changed to conform to the minimum requirements of the *applicable law*.

**Construction**
We have the full power, authority, and discretion to construe and interpret any and all provisions of this *contract* to the greatest extent allowed by applicable law.

**Conditions Prior to Legal Action**
On occasion, we may have a disagreement related to coverage, benefits, premiums, or other provisions under this *contract*. Litigation is an expensive and time-consuming way to resolve these disagreements and should be the last resort in a resolution process. Therefore, with a view to avoiding litigation, you must give written notice to us of your intent to sue us as a condition prior to bringing any legal action. Your notice must:

1. Identify the coverage, benefit, premium, or other disagreement;
2. Refer to the specific *contract* provision(s) at issue; and
3. Include all relevant facts and information that support your position.

Unless prohibited by law, you agree that you waive any action for statutory or common law extra-contractual or punitive damages that you may have if the specified contractual claims are paid, or the issues giving rise to the disagreement are resolved or corrected, within 30 days after we receive your notice of intention to sue us.

**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.pshpgeorgia.com/privacy-practices.html or call Member Services at 1-877-687-1180 (TTY 1-877-941-9231).

We protect all of your PHI. We follow HIPAA to keep your health care 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.pshpgeorgia.com/language-assistance.html.

## Statement of Non-Discrimination

Ambetter from Peach State Health Plan 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 Peach State Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Ambetter from Peach State Health Plan:

- 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 Peach State Health Plan at 1-877-687-1180 (TTY 1-877-941-9231).

If you believe that Ambetter from Peach State Health Plan 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 Peach State Health Plan Complaints Department, 1100 Circle 75 Parkway, Suite 1100, Atlanta, GA 30339, 1-877-687-1180 (TTY 1-877-941-9231), Fax 1-866-532-8855. You can file a grievance by mail, fax, or email. If you need help filing a grievance, Ambetter from Peach State Health Plan is available to help you. You can also file a civil rights *complaint* with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at *https://ocrportal.hhs.gov/ocr/portal/lobby.jsf,* or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TTY).

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

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## Declaración de no discriminación

Ambetter de Peach State Health Plan cumple con las leyes de derechos civiles federales aplicables y no discrimina basándose en la raza, color, origen nacional, edad, discapacidad, o sexo. Ambetter de Peach State Health Plan no excluye personas o las trata de manera diferente debido a su raza, color, origen nacional, edad, discapacidad, o sexo.

Ambetter de Peach State Health Plan:

- Proporciona ayuda y servicios gratuitos a las personas con discapacidad para que se comuniquen eficazmente con nosotros, tales como:
    - Intérpretes calificados de lenguaje por señas
    - Información escrita en otros formatos (letra grande, audio, formatos electrónicos accesibles, otros formatos)
- Proporciona servicios de idiomas a las personas cuyo lenguaje primario no es el inglés, tales como:
    - Intérpretes calificados
    - Información escrita en otros idiomas

Si necesita estos servicios, comuníquese con Ambetter de Peach State Health Plan a 1-877-687-1180 (TTY 1-877-941-9231).

Si considera que Ambetter de Peach State Health Plan no le ha proporcionado estos servicios, o en cierto modo le ha discriminado debido a su raza, color, origen nacional, edad, discapacidad o sexo, puede presentar una queja ante: Ambetter from Peach State Health Plan Complaints Department, 1100 Circle 75 Parkway, Suite 1100, Atlanta, GA 30339, 1-877-687-1180 (TTY 1-877-941-9231), Fax 1-866-532-8855. Usted puede presentar una queja por correo, fax, o correo electrónico. Si necesita ayuda para presentar una queja, Ambetter de Peach State Health Plan está disponible para brindarle ayuda. También puede presentar una queja de violación a sus derechos civiles ante la Oficina de derechos civiles del Departamento de Salud y Servicios Humanos de Estados Unidos (U.S. Department of Health and Human Services), en forma electrónica a través del portal de quejas de la Oficina de derechos civiles, disponible en *https://ocrportal.hhs.gov/ocr/portal/lobby.jsf*, o por correo o vía telefónica llamando al: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TTY).

Los formularios de queja están disponibles en *http://www.hhs.gov/ocr/office/file/index.html*.

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| **Spanish:** | Si usted, o alguien a quien está ayudando, tiene preguntas acerca de Ambetter de Peach State Health Plan, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-877-687-1180 (TTY/TDD 1-877-941-9231). |
| **Vietnamese:** | Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Ambetter from Peach State Health Plan, 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 1-877-687-1180 (TTY/TDD 1-877-941-9231). |
| **Korean:** | 만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 Ambetter from Peach State Health Plan 에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 1-877-687-1180 (TTY/TDD 1-877-941-9231)로 전화하십시오. |
| **Chinese:** | 如果您，或是您正在協助的對象，有關於 Ambetter from Peach State Health Plan 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 1-877-687-1180 (TTY/TDD 1-877-941-9231)。 |
| **Gujarati:** | જે તમને અથવા તમે જેમની મદદ કરી રહ્યા હોય તેમને, Ambetter from Peach State Health Plan વિશે કોઈ પ્રશ્ન હોય તો તમને, કોઈ ખર્ચ વિના તમારી ભાષામાં મદદ અને માહિતી પ્રાપ્ત કરવાનો અધિકાર છે. દુભાષિયા સાથે વાત કરવા માટે 1-877-687-1180 (TTY/TDD 1-877-941-9231) ઉપર કૉલ કરો. |
| **French:** | Si vous-même ou une personne que vous aidez avez des questions à propos d'Ambetter from Peach State Health Plan, vous avez le droit de bénéficier gratuitement d'aide et d'informations dans votre langue. Pour parler à un interprète, appelez le 1-877-687-1180 (TTY/TDD 1-877-941-9231). |
| **Amharic:** | እርስዎ ወይም እርሰዎ የሚርዱት ሰው ስለ Ambetter from Peach State Health Plan ማብር ጥያቄ ካለዎት ያለምንም ወጪ በቋንቋዎ ድጋፍ እንዲሁም መረጃ የማግኘት መብት አለዎት፣ ፣ አስተርጓሚ ለማነጋገር በ 1-877-687-1180 (TTY/TDD 1-877-941-9231) ይደውሉ፤ ፣ |
| **Hindi:** | आप या जिसकी आप मदद कर रहे हैं उनके, Ambetter from Peach State Health Plan के बारे में कोई सवाल हों, तो आपको बिना किसी खर्च के अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है। किसी दुभाषिये से बात करने के लिए 1-877-687-1180 (TTY/TDD 1-877-941-9231) पर कॉल करें। |
| **French Creole:** | Si oumenm, oubyen yon moun w ap ede, gen kesyon nou ta renmen poze sou Ambetter from Peach State Health Plan, ou gen tout dwa pou w jwenn èd ak enfòmasyon nan lang manman w san sa pa koute w anyen. Pou w pale avèk yon entèprèt, sonnen nimewo 1-877-687-1180 (TTY/TDD 1-877-941-9231). |
| **Russian:** | В случае возникновения у вас или у лица, которому вы помогаете, каких-либо вопросов о программе страхования Ambetter from Peach State Health Plan вы имеете право получить бесплатную помощь и информацию на своем родном языке. Чтобы поговорить с переводчиком, позвоните по телефону 1-877-687-1180 (TTY/TDD 1-877-941-9231). |
| **Arabic:** | إذا كان لديك أو لدى شخص تساعده أسئلة حول Ambetter from Peach State Health Plan، لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم اتصل بـ 1-877-687-1180 (TTY/TDD 1-877-941-9231). |
| **Portuguese:** | Se você, ou alguém a quem você está ajudando, tem perguntas sobre o Ambetter from Peach State Health Plan, você tem o direito de obter ajuda e informação em seu idioma e sem custos. Para falar com um intérprete, ligue para 1-877-687-1180 (TTY/TDD 1-877-941-9231). |
| **Persian:** | اگر شما، یا کسی که به او کمک می کنید سؤالی در مورد Ambetter from Peach State Health Plan دارید، از این حق برخوردارید که کمک و اطلاعات را بصورت رایگان به زبان خود دریافت کنید. براي صحبت کردن با مترجم با شماره 1-877-687-1180 (TTY/TDD 1-877-941-9231) تماس بگیرید. |
| **German:** | Falls Sie oder jemand, dem Sie helfen, Fragen zu Ambetter from Peach State Health Plan 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 1-877-687-1180 (TTY/TDD 1-877-941-9231) an. |
| **Japanese:** | Ambetter from Peach State Health Plan 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、1-877-687-1180 (TTY/TDD 1-877-941-9231)までお電話ください。 |

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