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# 2023 Evidence of Coverage

Ambetter SELECT Silver with Select Providers



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

**MAJOR MEDICAL EXPENSE INSURANCE POLICY**  
**COMPLETE SELECT SILVER WITH SELECT PROVIDERS**

Home Office: 1850 W. Rio Salado Parkway, Suite 211, Tempe, AZ 85281

ISSUED BY

AMBETTER FROM ARIZONA COMPLETE HEALTH

Tempe, Arizona

Welcome to Complete SELECT Silver with Select Providers from Arizona Complete Health. This *policy* explains what your benefits are, how you can access these benefits, and the limitations and exclusions that apply to *covered services*. In this *policy*, the terms "you" or "your" will refer to the *member* enrolled in this *policy*, and "we," "our" or "us" will refer to Ambetter from Arizona Complete Health. For your convenience, we have included a Definitions section, which will explain the meaning of special words and phrases used throughout this *policy*. Be sure to check these definitions as they may differ from other health plans.

**AGREEMENT AND CONSIDERATION**

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

**GUARANTEED RENEWABLE**

Annually, we must file this product, the *cost share* and the rates associated with it for approval. Guaranteed renewable means that your *policy* will be renewed into the subsequent year's approved product on the anniversary date unless terminated earlier in accordance with *policy* terms. You may keep this *policy* (or new *policy* 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 *policy* each year, however, we may decide not to renew the *policy* as of the renewal date if: (1) we decide not to renew all policies issued on this form, with a new *policy* 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 *policy* benefits.

In addition to the above, this guarantee for continuity of coverage shall not prevent us from cancelling or non-renewing this *policy* in the following events: (1) non-payment of premium; (2) a *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the *policy*; or (3) 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 *policy* form. Each premium will be based on the rate table in effect on that premium's due date. The *policy* plan, and age of *members*, type and level of benefits, and place of residence on the premium due date are some of the factors used in determining your premium rates. We have the right to change premiums however, all premium rates charged will be guaranteed for a *calendar year*.

**1**

91450AZ022-2023

**Member Services Department: 1-866-918-4450 (TTY: 711)**

**Log on to: <https://ambetter.azcompletehealth.com/>**

At least 31 days' notice of any plan to take an action or make a change permitted by this clause will be delivered to you at your last address as shown in our records. We will make no change in your premium solely because of claims made under this *policy* or a change in a *member's* health. While this *policy* is in force, we will not restrict coverage already in force. Changes to this *policy* will be approved by the Arizona Department of Insurance.

**You are required to enroll each year in order to receive any subsidies for which you may be eligible.**

### **TEN DAY RIGHT TO RETURN**

THIS *POLICY* SHOULD BE READ CAREFULLY. IF YOU HAVE QUESTIONS, CALL MEMBER SERVICES AT 1-866-918-4450 (TTY: 711). IF YOU ARE NOT SATISFIED WITH THIS *POLICY*, YOU MAY RETURN IT, IN PERSON OR BY MAIL, ALONG WITH YOUR *MEMBER* IDENTIFICATION CARD TO AMBETTER FROM ARIZONA COMPLETE HEALTH, 1850 W. RIO SALADO PARKWAY, SUITE 211, TEMPE, ARIZONA 85281, WITHIN TEN DAYS FROM THE DATE IT WAS RECEIVED SO LONG AS COVERED SERVICES UNDER THIS *POLICY* HAVE NOT BEEN UTILIZED DURING THE TEN DAY PERIOD. IMMEDIATELY UPON SUCH DELIVERY OR MAILING, THIS *POLICY* SHALL BE DEEMED VOID AS OF ITS ORIGINAL EFFECTIVE DATE. ANY PREMIUM PAID WILL BE REFUNDED WITHIN TEN DAYS OF ARIZONA COMPLETE HEALTH'S RECEIPT OF THE RETURNED *POLICY*.

**Arizona Complete Health**

**By:**



Martha Smith  
Plan President & CEO, Arizona Complete Health

**TABLE OF CONTENTS**

**INTRODUCTION..... 4**

**MEMBER RIGHTS AND RESPONSIBILITIES..... 6**

**IMPORTANT INFORMATION..... 9**

**DEFINITIONS ..... 11**

**DEPENDENT MEMBER COVERAGE..... 25**

**ONGOING ELIGIBILITY ..... 26**

**ACCESS TO CARE ..... 31**

**PREMIUM PAYMENTS ..... 36**

**COST SHARING FEATURES..... 39**

**PRIOR AUTHORIZATION..... 42**

**MEDICAL EXPENSE BENEFITS ..... 45**

**GENERAL NON-COVERED SERVICES AND EXCLUSIONS..... 90**

**TERMINATION ..... 103**

**CLAIMS ..... 106**

**COMPLAINT, GRIEVANCE, HEALTH CARE APPEALS AND EXTERNAL REVIEW PROCEDURES ..... 110**

**IMPORTANT NOTICES..... 118**

# INTRODUCTION

## PLEASE READ THIS IMPORTANT NOTICE ABOUT YOUR POLICY

### AMBETTER FROM ARIZONA COMPLETE HEALTH SERVICE AREA AND OBTAINING SERVICES FROM THE NETWORK PHYSICIANS HOSPITAL PROVIDERS

You are enrolled in a Complete SELECT Silver with Select Providers from Arizona Complete Health *policy*. Benefits under this *policy* are only available when you use an Ambetter from Arizona Complete Health *network provider* (except as stated below) and live in the Ambetter from Arizona Complete Health *service area*.

Please refer to this *policy* whenever you require *medical services*.

It describes:

1. How to access medical care.
2. The health care services *we* cover.
3. The portion of your health care costs *you* will be required to pay.

This *policy*, the *Schedule of Benefits*, and the enrollment application, including any amendments or riders attached, shall constitute the entire *policy* 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 *policy* to gain full understanding of your coverage. Many words used in this *policy* have special meanings when used in a health care setting: these words are *italicized* and are defined for you in the Definitions section. This *policy* also contains exclusions, so please be sure to read this entire *policy* carefully.

**If you have any questions about Ambetter from Arizona Complete Health, choosing your *primary care physician* (PCP), how to access *specialist* care, or your benefits, please contact Member Services at 1-866-918-4450 (TTY: 711).**

#### How to Contact Us

Ambetter from Arizona Complete Health  
1850 W. Rio Salado Parkway, Suite 211  
Tempe, AZ 85281

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

Member Services	1-866-918-4450
TTY	711
Fax	1-866-687-0518
Emergency	911
24/7 Nurse Advice Line	1-866-918-4450 (TTY: 711)

#### Language Assistance

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

Our interpreters are provided at no cost to you. *We* have medical interpreters to assist with languages other than English via phone. An interpreter will not go to a provider's office with you.

*Members* who are blind or visually impaired and need help with reading documents can call Member Services for an oral interpretation or to have documents translated into braille or large font.

To arrange for interpreter services, please call Member Services at 1-866-918-4450 or for the hard of hearing (TTY: 711).

### **HEALTH SAVINGS ACCOUNT (HSA)**

A health savings account (HSA) is a special tax-exempt custodial account or trust owned by an individual where contributions to the account may be used to pay for current and future qualified medical expenses. Please refer to your *Schedule of Benefits* to see if the plan you are enrolled in has an HSA account. For *members* enrolled in an HSA compatible plan, the following terms apply.

Your *high-deductible health plan* may be used in conjunction with an HSA. However, individual *members* must satisfy federal HSA eligibility criteria in order to open and contribute to an HSA.

This *policy* is administered by Ambetter from Arizona Complete Health and is not an HSA trustee, HSA custodian or a designated administrator for HSA's. Arizona Complete Health, its designee's, and its affiliates do not provide tax, investment or legal advice to *members*.

MEMBERS ARE SOLELY RESPONSIBLE FOR ADHERING TO ALL FEDERAL REGULATIONS AND GUIDELINES CONCERNING HSA ELIGIBLE SERVICE EXPENSES, CONTRIBUTIONS AND QUALIFIED WITHDRAWALS. IN ADDITION, EACH MEMBER WITH AN HSA IS RESPONSIBLE FOR NOTIFYING THEIR HSA CUSTODIAN OR TRUSTEE IF ENROLLMENT UNDER THIS PLAN HAS BEEN CANCELED OR TERMINATED.

THE TERMS OF THIS POLICY ARE CONFINED TO THE BENEFITS PROVIDED HEREIN AND DO NOT ENCOMPASS ANY INDIVIDUAL HSA FEE ARRANGEMENTS, ACCOUNT MAINTENANCE OR CONTRIBUTION REQUIREMENTS, APPLICATION PROCEDURES, TERMS, CONDITIONS, WARRANTIES, OR LIMITATIONS THERETO, OR GRIEVANCES AND CIVIL DISPUTES WITH ANY HSA CUSTODIAN OR TRUSTEE.

PLEASE CONSULT A PROFESSIONAL TAX ADVISOR FOR MORE INFORMATION ABOUT THE TAX IMPLICATIONS OF AN HSA OR HSA PROGRAM.

# MEMBER RIGHTS AND RESPONSIBILITIES

We are committed to:

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

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

You have the right to:

1. Participate with your providers 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, 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 *primary care physician* about what might be wrong (to the level known), treatment and any known likely results. Your *primary care physician* can tell you about treatments that may or may not be covered by this *policy*, regardless of the cost. You have a right to know about any costs you will need to pay. This should be told to you in words you can understand. When it is not appropriate to give you information for medical reasons, the information can be given to a legally *authorized representative*. Your *physician* will ask for your approval for treatment unless there is an *emergency* and your life and health are in serious danger.
8. Voice complaints or *grievances* about our organization, any benefit or coverage decisions we
9. (or our designated administrators) make, your coverage, or care provided.
10. See your medical records.
11. Be kept informed of covered and non-covered *services*, program changes, how to access services,

PCP assignment, providers, advance directive information, benefit denials, *member* rights and responsibilities, and our other rules and guidelines. We will notify you at least 30 days before the *effective date* of the modifications. Such notices shall include a statement of the effect of such changes on the personal liability of the *member* for the cost of any such changes.

12. A current list of *network providers*.
13. Select another *health plan* or switch health plans, within the guidelines of law, without any threats or harassment.
14. Adequate access to qualified *physicians* and medical practitioners and treatment or services regardless of age, ethnicity, race, religion, gender identity, sexual orientation, national origin, physical or mental disability, and/or expected health or genetic status.
15. Access *medically necessary* urgent and *emergency services* 24 hours a day and seven days a week.
16. Receive information in a different format in compliance with the Americans with Disabilities Act, if you have a disability.
17. Refuse treatment to the extent the law allows without jeopardizing future treatments, and be informed by your provider(s) of the medical consequences. You are responsible for your actions if treatment is refused or if the *primary care physician's* instructions are not followed. You should discuss all concerns about treatment with your *primary care physician*. Your *primary care physician* can discuss different treatment plans with you, if there is more than one option that may help you. You will make the final decision.
18. Select your *primary care physician* within the *network*. You also have the right to change your *primary care physician* or request information on *network providers* close to your home or work.
19. Know the name and job title of people giving you care. You also have the right to know which *physician* is your *primary care physician*.
20. An interpreter, available by phone, if you do not speak or understand English.
21. A second opinion by a *network provider* of your choice, if you want more information about your treatment or would like to explore additional treatment options.
22. Make an advance directive for health care decisions. This includes planning treatment before you need it. Advance directives are forms you can complete to protect your rights for medical care. It can help your *primary care physician* and other providers understand your wishes about your health. Advance directives will not take away your right to make your own decisions and will work only when you are unable to speak for yourself. *Members* also have the right to refuse to make advance directives. You should not be discriminated against for not having an advance directive. Examples of advance directives include:
  - a. Living Will
  - b. Healthcare Power of Attorney
  - c. "Do Not Resuscitate" Orders

You have the responsibility to:

1. Read this entire *policy*.
2. Treat all healthcare professionals and staff with courtesy and respect.
3. Give accurate and complete information about present conditions, past *illnesses*, hospitalizations, medications, and other matters about your health that we or your medical practitioners need in order to provide care. You should make it known whether you clearly understand your care and what is expected of you. You need to ask questions of your *physician* until you understand the care you are receiving.
4. Review and understand the information you receive about us. You need to know the proper use of *covered services*.
5. Show your *member* identification card and keep scheduled appointments with your *physician*, and



- call the *physician's* office during office hours whenever possible if you have a delay or cancellation.
6. Know the name of your *primary care physician*. You may change your *primary care physician* verbally or in writing by contacting our Member Services Department.
  7. Read and understand to the best of your ability all materials concerning your health benefits or ask for help if you need it.
  8. Understand your health problems and participate, along with your healthcare professionals and *physicians* in developing mutually agreed upon treatment goals to the degree possible.
  9. Follow the treatment plans and instructions for care that you have agreed on with your healthcare professionals and *physicians*.
  10. Tell your healthcare professional and *physician* if you do not understand your treatment plan or what is expected of you. You should work with your provider to develop treatment goals. If you do not follow the treatment plan, you have the right to be advised of the likely results of your decision.
  11. Follow all health benefit plan guidelines, provisions, policies and procedures.
  12. Use any emergency room only when you think you have a medical *emergency*. For all other care, you should call your *primary care physician* or access an *urgent care facility*.
  13. 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 enrolled.
  14. Pay your monthly premium, *deductible amount*, *copayment amounts*, and *coinsurance amounts* on time.
  15. Receive all of your health care services and supplies from *network providers*, except as specifically stated in this *policy*.
  16. Inform the entity in which you enrolled if you have any changes that would affect your *policy* within 60 days of the event. Enrollment related changes include the following: birth of a child, adoption, marriage, divorce, change of address, adding/removing a *dependent*, *spouse*/domestic partner becomes eligible under a different insurer, or incarceration where *member cost share* would need to transfer from one *policy* to another *policy*.

# IMPORTANT INFORMATION

## Your Provider Directory

A listing of *network providers* is available online at <https://ambetter.azcompletehealth.com/>. We have plan *physicians, hospitals*, and other medical practitioners who have agreed to provide your 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 address, phone number, office hours, specialty and board certifications.

At any time, you can request a printed copy of the provider directory at no charge by calling Member Services at 1-866-918-4450 (TTY: 711). In order to obtain benefits, you must designate a *network PCP* for each *member*. We can help you pick a *PCP*. We can make your choice of *PCP* effective on the next business day, if the selected *physician’s* caseload permits. We will notify you if your *PCP* leaves our *network*. You will be provided continued access, and your coverage will continue under the terms of this *policy* for at least 60 days from that notice.

Call the provider’s office if you want to make an appointment. If you need help, call Member Services at 1-866-918-4450 (TTY: 711).

## Your Member Identification Card

We will mail a *member* identification card after we receive your completed enrollment materials and you have paid your initial *premium* payment. This card is proof that you are enrolled in an Ambetter plan. You need to keep this card with you at all times. Please show this card every time you go for any service under the *policy*. The *member* identification card will show your name, *member* identification number, the phone numbers for Member Services, pharmacy and 24/7 Nurse Advice Line, and *copayment* amounts required at the time of service. If you do not get your *member* identification card within a few weeks after you enroll, please call Member Services at 1-866-918-4450 (TTY: 711). We will send you another card. A temporary member identification card can be downloaded from our secure member portal at [ambetter.azcompletehealth.com](https://ambetter.azcompletehealth.com).

## Our 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.azcompletehealth.com](https://ambetter.azcompletehealth.com). It also gives you information on your benefits and services such as:

1. Finding a *network provider*, including *hospitals* and pharmacies.
2. Our programs and services, including programs to help you get and stay healthy.
3. A secure portal for you to check the status of your claims, make payments and obtain a copy of your *member* identification card.
4. *Member* Rights and Responsibilities.
5. Notice of Privacy Practices.
6. Current events and news with your Ambetter from Arizona Complete Health plan.
7. Our *formulary*.
8. Selecting a *primary care physician*.
9. *Deductible* and *copayment amounts*.

## Quality Improvement

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

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

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

We believe that getting *member* input can help make the content and quality of our programs better. We conduct a *member* survey each year that asks questions about your experience with the healthcare and services you are receiving.

## Protection from Balance Billing

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

1. *Emergency* services provided to a *member*, regardless of 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 Medical Expense Benefits sections of this *policy* for detailed information.

## DEFINITIONS

This section tells you meanings of some of the more important words you will see used in this *policy*. Please read it carefully. It will help you understand this *policy*.

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

**Advance premium tax credit** means payment of the tax credits specified in section 36B of the Internal Revenue Code (as added by section 1401 of the Affordable Care Act) which are provided on an advance basis to an eligible individual enrolled in a qualified health plan through a *Marketplace* in accordance with sections 1402 and 1412 of the Affordable Care Act. If we do not receive *advance premium tax credits* with respect to your coverage for whatever reason, your coverage may be terminated.

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

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

Refer to the Complaint, Grievance, Health Care Appeals and External Review Procedures section of this *policy* for information on your right to appeal an *adverse benefit determination*.

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

**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 this *policy* and that is provided by a *non-network provider* at a *network* facility, unless you gave informed consent before receiving the services. You also will not be responsible for *balance billing* by a *non-network provider* or *non-network* facility for *emergency services* or air ambulance services. See *balance billing* and *non-network provider* definitions for additional information. If you are *balance billed* in these situations, please contact Member Services immediately at the number listed on the back of your *member* identification card.

**Ambetter Select Network** is the network of participating providers for your health insurance plan.

**Ambetter Telehealth** means the *network* vendor who we, Ambetter from Arizona Complete Health, have contracted with to provide *telehealth services* to members. Our *network* vendor contracts with providers to render *telehealth services* to members. These services can be accessed via <https://ambetter.azcompletehealth.com/health-plans/our-benefits/ambetter-telehealth.html>.

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

**Authorization** or **authorized** means a decision to approve the *medical necessity* or the appropriateness of care for a *member* by the *member's PCP* or provider.

**Authorized representative** means an individual who represents a *member* in a health care 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** 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 service expense* for *covered services*. *Network providers* may not *balance bill* you for *covered services* beyond your applicable *cost sharing* amounts. If you are ever balance billed by a *network provider* contact Member Services immediately at the number listed on the back of your *member* identification card.

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

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

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

**Care management** means a program in which a licensed 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*.

**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 the *Schedule of Benefits*. For example, *coinsurance* may be shown as 20 percent. This means that 20 percent of the *covered service* is paid by the member and 80 percent is paid by us. Not all *covered services* have *coinsurance*.

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

**Complications of pregnancy** means:

1. When pregnancy is not terminated: conditions whose diagnoses are distinct from pregnancy but are adversely affected by or caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion; disease of the following body systems - vascular, hemopoietic, nervous, endocrine, toxemia (pre-eclampsia);
2. When pregnancy is terminated: non-elective cesarean section, ectopic pregnancy that is terminated, or spontaneous termination of pregnancy that occurs during a period of gestation when a viable birth is not possible. Viable birth means that the fetus has reached a stage that will permit it to live outside the uterus and is capable of living outside the uterus;
3. *Complications of pregnancy* do not include multiple births, preterm labor, false labor, occasional spotting, *physician* prescribed rest during the period of pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy, and do not constitute medically classifiable distinct *complications of pregnancy*.

**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.

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

**Cosmetic or cosmetic surgery** means surgical procedures, including plastic surgery or other treatment that we determine to be directed toward preserving, altering or enhancing appearance, whether or not for emotional or psychological reasons.

**Cost sharing** means the *deductible amount*, *copayment amount* and *coinsurance* that you pay for *covered services*. The *cost sharing* amount that you are required to pay for each type of *covered service* is listed in the *Schedule of Benefits*.

**Cost sharing reductions** means reductions in *cost sharing* for an eligible individual enrolled in a silver level plan in the *Health Insurance Marketplace* or for an individual who is an American Indian and/or Alaskan Native enrolled in a qualified health plan (QHP) in the *Health Insurance Marketplace*.

**Covered service(s)** means *medically necessary* services, supplies or benefits that are payable or eligible for reimbursement under this *policy*, including any amendments hereto subject to any benefit limitations, or maximums under this *policy* and/or performed by providers within the scope of their practice. The fact that a *network provider* may prescribe, order, recommend or approve a service, supply or hospitalization does not, in itself, make it a *covered service*.

**Custodial care** means provision of room and board, nursing care (excluding skilled nursing care), and personal care designated to assist an individual who in the opinion of our Medical Director has reached the maximum level of recovery. *Custodial care* also includes rest cures, *respite care*, and home care that is or can be performed by *family members* or non-medical personnel.

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

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

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

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

The *deductible amount* does not include any *copayment amounts*. Not all services are subject to the *deductible*.

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

a *dependent*. The term *dependent* does not include a person who is a *member's* natural child for whom legal rights have been given up through adoption, or a grandchild of the *member* for whom the *member* does not have court ordered permanent guardianship or custody.

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

**Effective date** means the applicable date coverage under this *policy* became effective.

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

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

It is your responsibility to notify the entity with which you enrolled (either the 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 service expense or allowable expense** means a *covered service* as determined below.

1. For *network providers*: When a *covered service* is received from a *network provider*, the *eligible service expense* is the contracted fee with that provider.
2. For *non-network providers*, unless otherwise required by Federal or Arizona law, the *eligible service expense is as follows*:
  - a. When a *covered emergency service* or *covered air ambulance service* is received from a *non-network provider*, 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.
  - b. When a *covered service* is received from a *non-network* professional provider who renders *non-emergency services* at a *network* facility, member *cost share* will be calculated from the recognized amount based upon applicable law. Unless you receive and sign the necessary written notice and consent document under federal law before the services are provided, you should not be *balance billed* for the difference between the amount we pay and the provider's charges, but you may be subject to *cost sharing* obligations. If you are *balance billed* in these situations, please contact Member Services immediately at the number listed on the back of your *member* identification card.
  - c. For all other *covered services* received from a *non-network provider* for which any needed *authorization* is received from us, you will be subject to applicable *cost sharing* based on the amount we pay the provider. For example, this may apply when we have *network providers* available to perform a service, but approve a request by you to utilize a *non-network provider* for that service. In addition to applicable *cost sharing*, you may be *balance billed* for these services.



- d. When a *covered service* is received from a *non-network provider* and a *network exception* (as defined below) exists or the *non-network provider* is approved or authorized by us, you will be subject to applicable *cost sharing* based on the amount we pay the provider. A “*network exception*” occurs when you receive *covered service* from a *non-network provider* either because there is no *network provider* accessible or available that can provide such services to you timely, or we determine it is in your best interest to receive care from a *non-network provider*.

**Emergency or emergent** means a condition or *illness* which, if not immediately diagnosed and treated would result in extended or permanent physical or psychiatric impairment or loss of life, and requires the Member to seek immediate medical or psychiatric attention necessary for the relief of acute pain, repair of *accidental injury*, initial treatment of infection, or the relief of *illness*.

**Emergency services** means health care services that are provided to a Member in a licensed medical facility by a provider after the recent onset of a medical condition that manifests itself by symptoms of sufficient severity that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. Serious jeopardy to the patient's health;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.

*Emergency services* do not include use of a *hospital Emergency Room* or other *emergency medical facility* for routine services, follow-up or continuing care, unless *authorized* by the *PCP* or us. Services you receive from a *non-network provider* or non-network facility after the point your *emergency medical/behavioral health condition* is *stabilized* continue to meet the definition of *emergency services* until (1) you are discharged from the facility, or (2) both of the following circumstances are met, as well as any other criteria required by federal or state law: (a) the provider or facility determines you are able to travel using nonmedical transportation or nonemergency medical transportation, and (b) your provider obtains informed consent (*authorization* from you) to provide the additional services.

**Experimental or investigational** means medical, surgical or psychiatric procedures, treatments, supplies or pharmacological regimes not generally accepted by the medical community associated with Ambetter from Arizona Complete Health. This includes procedures, services, equipment, devices or supplies which are in a testing state or in field trials on animals or humans, or do not have required final federal regulatory approval for commercial distribution for the specific indications and methods of use assessed, or are not in accordance with *generally accepted standards of medical practice*, or have not yet been shown to be consistently effective for the diagnosis or treatment of a Member's condition.

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

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

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

**Formulary** is a guide to available brand and *generic drugs* that are approved by the United States Food and Drug Administration (FDA) and covered through your *prescription drug* benefit. *Generic* drugs have the same active ingredients as their brand name counterparts and should be considered the preferred, 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 to help identify brand drugs that are clinically appropriate, safe and cost-effective treatment options, if a *generic* medication on the *formulary* is not suitable for your condition.

**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 *physician* specialty society recommendations or professional standards of care may be considered. We reserve the right to consult medical professionals in determining whether a health care service, supply, or *drug* is *medically necessary* and is a *covered service* under the *policy*. The decision to apply *physician* specialty society recommendations, the choice of medical professional, and the determination of when to use any such opinion, will be determined by us.

**Generic drug or generic** means a *drug* product, containing identical active ingredients to the brand name product, which the FDA has determined to be therapeutically equivalent to the original brand name product and classified as such by national pharmaceutical database companies.

**Grievance** means an expression of dissatisfaction about a matter other than an action as defined in 9 A.A.C. 34. Possible subjects for *grievances* include, but are not limited to: the quality of care or services provided; aspects of interpersonal relationships; rudeness of a provider or employee or failure to respect the *member's* rights.

**Habilitative services** means health care services that help a person 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 care appeal** means any request by you or your representative to reverse, rescind, or otherwise modify an *Adverse Benefit Determination*.

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

**Health professional** means a health care provider who is appropriately licensed, certified or otherwise qualified to deliver health services pursuant to state law and providing services within the scope of their license, and who has contracted with us to render *medical services* to our *Members*.

**Home health (care) agency** means an agency or organization that is duly licensed by the appropriate licensing authority to provide skilled nursing services and other therapeutic services in the state or locality in which it is located, and operating in the scope of its license.

**Home health care** means medical care provided by a *network provider* from an approved *Home Health Care Agency* which is provided on an interim basis, or in lieu of hospitalization.

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

**Hospital** means an institution that:

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

**Illness** means a sickness, disease, or disorder of a *member*.

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

**Injury** means an *accidental* bodily *injury* that is caused directly and independently of all other causes by an *accident*.

**Inpatient** or **inpatient care** means the *covered services* that a *member* who is admitted to a *hospital* receives for at least 24 consecutive hours.

**Intermittent** means nursing services (including services separated in time, such as two hours in the morning and two hours in the evening) that do not exceed a total of four hours in any 24 hour period.

**Loss** means an event for which benefits are payable to a *member* under this *policy*. *Expenses* incurred prior to this *policy's effective date* are not covered, however, *expenses* incurred beginning on the *effective date* of insurance under this *policy* are covered.

**Maintenance** or **maintenance care** means services and supplies that are provided solely to maintain a condition at the level to which it has been restored or stabilized and from which level no significant practical improvement can be expected as determined by us.

**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 amount* for *covered services*, as shown in the *Schedule of Benefits*.

**Medical services** means those professional services of a *physician* and allied *health professionals*, including medical, surgical, diagnostic, and therapeutic services which are described in the section titled Medical Expense Benefits, and which are performed, prescribed or directed by a *network physician* within the scope of their license.

**Medically necessary** or **medical necessity** means our decision as to whether health care services that a health care provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an *illness, injury*, disease or its symptoms:

- In accordance with *generally accepted standards of medical practice*;
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's *illness, injury* or disease; and
- Not primarily for the convenience of the patient, *physician*, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's *illness, injury* or disease.

For these purposes, "*generally accepted standards of medical practice*" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, the views of *physicians* practicing in relevant clinical areas and any other relevant factors.

The fact that a provider may prescribe, order, recommend or approve a treatment, service, supply or medicine does not in itself make the treatment, service, supply or medicine *medically necessary* as defined in this *policy*. The terms *medically necessary*, *medically indicated*, and *medical necessity* may be used interchangeably throughout this document.

**Member** means any person enrolled under this *policy*, including you, your *spouse*/domestic partner or *eligible child*, for whom premium payment has been received and accepted by our Accounts Receivable Department. **Note:** *member* also includes a newborn for the first 31 days in accordance with the definition of *newborn period*.

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

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

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

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

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

**Newborn period** means the first 31 days following birth to a covered *member* or legal adoption by a covered *member*. For the purposes of *cost sharing* application, newborns are considered to be enrolled *members* for the first 31 days.

**Non-network provider** means any provider, *provider facility*, or other provider that has not contracted with us to provide health care services to *members* covered under this *policy*. Services received from a *non-network provider* are “out-of-network” and are not covered, except for:

1. *Emergency services*, as described in the *Covered Services* section of this *policy*;
2. *Non-emergency* health care services received at a *network facility*, as described in the *Access to Care* section of this *policy*; or
3. Situations otherwise specifically described in this *policy*.

**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. *Orthotic devices* must be used for therapeutic support, protection, restoration or function of an impaired body part for treatment of an *illness* or *injury*.

**Outpatient or outpatient care** means *covered services* that a *member* who is not an *inpatient* receives.

**Physician** means a licensed medical practitioner who is practicing within the scope of their 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.

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

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

**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 *authorization* by us in advance of the *member* obtaining the medical care.

**Primary care physician (PCP)** means a *physician* who supervises, directs, and gives initial care and basic *medical services* to you and is in charge of your ongoing care. *PCP's* include internists, family practitioners, general practitioners, advanced practice registered nurses (APRN), physician assistants (PA), obstetricians/gynecologists (OBGYN) and pediatricians.

**Prior authorization** is a decision by us that a health care service, treatment plan, *prescription drug* or *durable medical equipment* is *medically necessary*. We require *prior authorization* for certain services before you receive them, except in an *emergency*.

**Private duty nursing** means services that are provided in a *hospital* room from a Registered Nurse (RN) or a Licensed Practical Nurse (LPN), in accordance with a *physician's* care plan. *Private duty nursing* services are provided by a licensed nurse that is prescribed on an *intermittent* basis while the patient is *inpatient* in a *medically necessary* acute hospitalization.

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

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

**Qualified travel expenditures** means transportation, room and board costs incurred while obtaining *authorized covered services* outside the *service area* in cases where it has been determined by us that the *authorized covered services* are not available in the *service area*. Refer to the Transplant Services – Organ & Tissue benefit under the Medical Expense Benefits section in this *policy* for a description of *covered services* and limitations that apply.

**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 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.

**Residential treatment center** means a twenty-four hour, structured and supervised group living environment for children, adolescents or adults where psychiatric, medical and psychosocial evaluation can take place, and distinct and individualized psychotherapeutic interventions can be offered to improve their level of functioning in the community. We require that all contracted *Residential Treatment Centers* must be appropriately licensed by their state in order to provide residential treatment services.

**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.

**Routine care** includes, but is not limited to, conditions such as colds, flu, sore throats, superficial injuries, minor infections, follow-up care and preventive care. Treatment for these conditions should be sought from a *PCP* and are not considered *emergency services*.

**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.

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

**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 Arizona 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 Member Services.

**Skilled nursing facility** means an *extended care facility* which is licensed as a *skilled nursing facility* and operated in accordance with the laws of the state in which the *member* resides in.

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

**Special enrollment period** means individuals who experience certain qualifying events can enroll in, or change enrollment outside of the initial and annual open enrollment periods. The *effective date* of coverage depends on the qualifying events.

**Specialist** or **specialist physician** is a 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.

**Stabilize** means to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility, or with respect to an *emergency* medical condition or delivery of a newborn child, including the placenta.

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

**Substance use or 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).

**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 or telehealth services** means the mode of delivering health care services and public health via information and the interactive use of audio, video, or other electronic media 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, but does not include the sole use of a fax machine, instant messages, voice mail or email.

**Tobacco or nicotine use or use of tobacco or nicotine** means use of tobacco or nicotine by individuals who may legally use nicotine or tobacco under federal and state law on average four or more times per week and within no longer than the six months immediately preceding the date the application for this *policy* was completed by the *member*, including all tobacco and nicotine products, e-cigarettes or vaping devices, but excluding religious and ceremonial uses of tobacco.

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



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

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

**Utilization management** or **utilization review** is a prior, concurrent and retrospective process whereby requests for service under this Plan are reviewed:

- For *medical necessity* and appropriateness;
- For verification that the service is a *covered service*;
- For verification where benefits have a predetermined limit that *medical services* have not been exceeded, or are being appropriately applied, or applied in a timely manner consistent with the diagnosis and treatment; and
- For verification that the *member* is eligible for services under this *policy*.

*Utilization review* performed prior to receipt of services does not guarantee coverage if other plan provisions are not satisfied (for example, *member* is not eligible on date of service).

# DEPENDENT MEMBER COVERAGE

## Dependent Eligibility

Eligible *dependents* of the *member* may apply for *dependent* coverage under this *policy*, provided that the *family member*:

1. Meets the *dependent* eligibility requirements as defined below; and
2. Satisfies either the Discretionary or Automatic Eligibility Requirements as described herein.

Eligible *dependents*, at the time of enrollment and throughout the term of coverage hereunder, include:

1. A *member's* lawful spouse, living within the *service area* serviced by Ambetter from Arizona Complete Health; or
2. A *member's* child under the age of 26. For purposes of this provision, the term child shall include a natural child, stepchild, legally adopted child, a child who has been placed for adoption with the *member*, a child under a *member's* permanent guardianship or permanent custody by court order or a child eligible for coverage pursuant to a Qualified Medical Child Support Order.

If the *eligible child* enrolled under this *policy* is under the age of 21 and has been enrolled by an eligible *member*, the eligible *member* signing for coverage on behalf of the Child agrees to be responsible for the administrative and premium requirements of the coverage. *Dependents* of the *eligible child* cannot be enrolled and cannot be *members* under this *policy*. No benefits shall be payable on behalf so such *dependents*.

For purposes of this provision, a child must be younger than 26 years of age as of the date of adoption or placement for adoption. The term *dependent* does not include a *member's* natural child for whom legal rights have been given up through adoption, or a grandchild of the *member* for whom the *member* does not have court ordered permanent guardianship or custody. Eligibility is not based on any health status related factors.

## Enrollment of Newborn, Adopted Child or Child Placed for Adoption

A newborn child, of a covered mother, a legally adopted child of a covered *member*, or child placed for adoption with the *member* is automatically covered under this *policy* for the first 31 days following the date of birth, date of adoption or placement for adoption. To continue coverage after the first 31 days, the *member* must submit an enrollment application for such *dependent* within 60 days of the date of birth, date of adoption or placement for adoption. Failure to enroll a newborn within 60 days following the date of birth will terminate coverage at the end of the initial 31 day period. The continued coverage of the newborn after the initial 31 day period is subject to our receipt of premium payment for such newborn. The newborn will show as an active *member* from the date of birth, adoption, or placement for adoption.

Does not include a person who is a *member's* natural child for whom legal rights have been given up through adoption, or a grandchild of the *member* for whom the *member* does not have court ordered permanent guardianship or custody.

## Coverage for Other Dependent Members

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

## ONGOING ELIGIBILITY

### **For All Members**

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

1. The date that a *member* has failed to pay premiums or contributions in accordance with the terms of this *policy* or the date that we have not received timely premium payments in accordance with the terms of this *policy*; or
2. The date the *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of a material fact; or
3. The date we decline to renew this *policy*, as stated in the Discontinuance provision; or
4. The date of a *member's* death; or
5. The *subscriber* residing outside the *service area* or moving permanently outside the *service area* of this *policy*; or
6. The date of termination that the Marketplace provides us upon your request of cancellation to the Marketplace, or if you enrolled directly with us, the date we receive a request from you to terminate this *policy*, or any later date stated in your request.

If you have material modifications (examples include a change in life event such as marriage, death, or other change in family status) or questions related to your health insurance coverage, contact the Health Insurance Marketplace at [www.healthcare.gov](http://www.healthcare.gov) or 1-800-318-2596. If you enrolled through us directly, contact Member Services at 1-866-918-4450 (TTY: 711).

### **For Dependent Members**

A *dependent member* will cease to be a *member* at the end of the premium period in which they cease to be your *dependent member* due to divorce or if a child ceases to be an *eligible child*. For covered *eligible children*, reaching the limiting age of 26, coverage under this *policy* will terminate at 11:59 p.m. on the last day of the year the *dependent* reaches the limiting age of 26.

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

1. Incapable of self-sustaining employment due to mental or physical disability that began before the age limit was reached; and
2. Mainly dependent on the primary *member* for support.

Proof of such incapacity and dependency shall be furnished to Ambetter from Arizona Complete Health by the policyholder within thirty-one days of the child's attainment of 26 years of age and subsequently as may be required by us but not more frequently than annually after the two-year period following the child's attainment of the age of 26.

### **Effective Dates of Coverage**

Subject to the eligibility and enrollment requirements coverage under this *policy*, shall become effective on the following dates:

1. For the *member* and any enrolled *dependent* whose enrollment application has been approved by Ambetter from Arizona Complete Health or the *Federally Facilitated Marketplace*, coverage shall commence on the date stated in Ambetter from Arizona Complete Health or the *Federally Facilitated Marketplace's* written approval letter;
2. For newly eligible *dependents* who become eligible after the *member's* original *effective date* of this *policy*, coverage shall be effective as follows:

- a. Newborns of covered *members* are automatically enrolled for the first 31 days from the date of birth. Continued coverage beyond the first 31 days is subject to receipt of a signed enrollment application and payment of additional premium, if required;
- b. Adopted children of a covered parent are automatically enrolled for the first 31 days following date of adoption. Continued coverage beyond the first 31 days is subject to receipt of a signed enrollment application and payment of additional premium, if required;
- c. Other eligible *dependents*, as defined in this *policy*, will be enrolled from the date specified in a letter approving enrollment and payment of additional premium if required.

Newborn coverage and *cost sharing* does not include a person who is a *member's* natural child for whom legal rights have been given up through adoption, or a grandchild of the *member* for whom the *member* does not have court ordered permanent guardianship or custody.

Please refer to the Newborn Charges section of this *policy* for *cost sharing* information.

### **Open Enrollment**

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

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

1. The qualified individual has not been determined eligible for *advance premium tax credit* or *cost sharing reductions*; or
2. The qualified individual pays the entire premium for the first partial month of coverage as well as all *cost sharing*, thereby waiving the benefit of *advance premium tax credit* and *cost sharing reduction* payments until the first of the next month.

### **Special Enrollment**

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

1. A *qualified individual* or *dependent* loses *minimum essential coverage*, non-calendar year group or individual health insurance coverage, *pregnancy-related coverage*, access to health care services through coverage provided to a pregnant enrollee’s unborn child, or medically needed coverage;
2. A *qualified individual* gains a *dependent* or becomes a *dependent* through marriage, birth, adoption, placement for adoption, placement in foster care, or a child support order or other court order. In the case of marriage, at least one *spouse* must demonstrate having *minimum essential coverage* as described in 26 CFR 1.5000A-1(b) for one or more days during the 60 days preceding the date of marriage;
3. A *qualified individual* or *dependent*, who was not previously a citizen, national, or lawfully present individual gains such status; or who is no longer incarcerated or whose incarceration is pending the disposition of charges;

4. A *qualified individual's* enrollment or non-enrollment in a plan is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or its instrumentalities as evaluated and are determined by the Health Insurance Marketplace;
5. An enrollee or *dependent* adequately demonstrates to the Health Insurance Marketplace that the plan in which he or she is enrolled substantially violated a material provision of its contract in relation to the enrollee;
6. A *qualified individual*, enrollee, or *dependent*, adequately demonstrates to the Health Insurance Marketplace that a material error related to plan benefits, *service area*, or premium influenced the qualified individual's or enrollee's decision to purchase the *QHP*;
7. An enrollee or *dependent* enrolled in the same plan is determined newly eligible or newly ineligible for *advance premium tax credits* or has a change in eligibility for *cost sharing reductions*;
8. A *qualified individual* or *dependent* who is enrolled in an eligible employer-sponsored plan is determined newly eligible for *advance premium tax credits* based in part on a finding that such individual is ineligible for qualifying coverage in an eligible-employer sponsored plan in accordance with 26 CFR §1.36B-2(c)(3);
9. A *qualified individual*, enrollee, or *dependent* gains access to new *QHPs* as a result of a permanent move, and had *minimum essential coverage* as described in 26 CFR 1.5000A-1(b) for one or more days during the 60 days preceding the date of the permanent move;
10. A *qualified individual* or *dependent* who gains or maintains status as an Indian, as defined by section 4 of the Indian Health Care Improvement Act, may enroll in a plan or change from one plan to another one time per month;
11. A *qualified individual* or enrollee demonstrates to the Health Insurance Marketplace, in accordance with guidelines issued by Health and Human Services (HHS), that the individual meets other exceptional circumstances as the Health Insurance Marketplace may provide;
12. A *qualified individual*, enrollee, or *dependent* is a victim of domestic abuse or spousal abandonment as defined by 26 CFR 1.36B-2, and would like to enroll in coverage separate from the perpetrator of the abuse or abandonment;
13. A *qualified individual* or *dependent* is determined to be potentially eligible for Medicaid or Children's Health Insurance Program (CHIP), but is subsequently determined to be ineligible after the open enrollment period has ended or more than 60 days after the qualifying event; or applies for coverage at the State Medicaid or CHIP agency during the annual open enrollment period, and is determined ineligible for Medicaid or CHIP after open enrollment has ended;
14. A *qualified individual* newly gains access to an employer sponsored Individual Coverage Health Reimbursement Arrangement (ICHRA) (as defined in 45 CFR 146.123(b)) or a Qualified Small Employer Health Reimbursement Arrangement (QSHRA) (as defined in section 9831(d)(2) of the Internal Revenue Code);
15. At the option of the Health Insurance Marketplace, a *qualified individual* provides satisfactory documentary evidence to verify his or her eligibility for an insurance affordability program or enrollment in a plan through the Health Insurance Marketplace following termination of enrollment due to a failure to verify such status within the time period specified in 45 C.F.R. § 155.315 or is under 100 percent of the federal poverty level and did not enroll in coverage while waiting for HHS to verify his or her citizenship, status as a national, or lawful presence; or
16. A *qualified individual* or *dependent* is enrolled in COBRA continuation coverage for which an employer is paying all or part of the premiums, or for which a government entity is providing subsidies, and the employer completely ceases its contributions or government subsidies completely cease.

17. Subject to the availability of enhanced tax subsidies, a *qualified individual* or enrollee, or their *dependent* who is eligible for an *advance premium tax credit*, and whose household income is expected to be no greater than 150 percent of the Federal poverty level.

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 Marketplace.

If you are currently enrolled in an Ambetter from Arizona Complete Health, please contact Member Services at 1-866-918-4450 (TTY:711) with any questions related to your health insurance coverage.

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

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

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

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

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

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

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

### **Prior Coverage**

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

If there is no prior coverage or no continuation of *inpatient* coverage after the *effective date*, your Ambetter from Arizona Complete Health coverage will apply for *covered services* related to the *inpatient* coverage after your *effective date*. Ambetter from Arizona Complete Health coverage requires you notify Ambetter from Arizona Complete Health within two days of your *effective date* so we can review and authorize *medically necessary* services. If services are at a non-contracted *hospital*, claims will be paid at the Ambetter from Arizona Complete Health allowable rate.

# ACCESS TO CARE

## UNDERSTANDING WHAT IS COVERED

*Ambetter Select Network* is a tailored network health insurance product. You must receive care within the network. If you choose to receive non-emergent care outside of the network, coverage will be denied and you may be subject to the full cost of the services rendered. Emergency room services do not need to be in-network.

The *Ambetter Select Network* is built around a local health system that can deliver higher quality care at a lower cost. You must receive care within the network. If you choose to receive non-emergent care outside of the network, coverage will be denied and you may be subject to the full cost of the services rendered. Emergency room services do not need to be in-network.

For any additional questions please contact our Member Services line at 1-866-918-4450 (TTY: 711). Each *member* covered under this *health plan* is entitled to receive the benefits and services described in this *policy*. With the exception of preventive services, all *covered services* must be *medically necessary*. *Covered services* must be obtained from *Ambetter Select* from Arizona Complete Health's contracted *network providers*, except for *emergency services* as defined in this *policy*.

*Ambetter Select Network* from Arizona Complete Health reserves the right to modify benefits under this *policy* at any time. Written notice of benefit changes, including modifications to preventive benefits, will be provided to *members* at least 60 days prior to the *effective date* of the change.

Although we encourage you to read this entire document to familiarize yourself with your health coverage, the following sections should be reviewed immediately upon enrollment:

1. *Prior Authorization*. This section identifies which services and supplies require our review before you receive them in order to receive the maximum reimbursement possible under Your Health Plan.
2. *Medical Expense Benefits*. This section describes the services and treatments, which are covered under Your Health Plan, including general health physicals.
3. *General Non-Covered Services and Exclusions*. This section identifies services and treatments that are not covered under your Health Plan, or are limited in coverage.

## NETWORK PROVIDERS

You must receive care from providers who are within the *Ambetter Select Network*. If you choose to receive non-emergent care from providers who are outside of the *Ambetter Select Network*, coverage will be denied and you may be subject to the full cost of the services rendered. Emergency services do not need to be in-network

*Ambetter* from Arizona Complete Health has contracted with *physicians, hospitals, facilities* and other *health professionals* to provide *medical services* and treatments to *members* covered under this Health Plan. These *physicians, hospitals* and facilities are referred to as *network providers*.



## **YOUR PRIMARY CARE PHYSICIAN (PCP)**

Every *member* has the option to have a *PCP*. These *PCPs* are sometimes referred to as a *PCP*. Your *PCP* is the person who will provide and coordinate *medical services* and treatments you may require while covered by us. At some time, you may need to see a *physician* who is a *specialist*. If you are hospitalized, your *PCP* will coordinate the care and services you need with the *hospital* and any other *physicians* who may be involved.

During regular office hours:

- Call the office and identify Yourself as an Ambetter Select Network from Arizona Complete Health *member*
- Your *PCP* has a staff that can schedule an appointment or help answer your medical questions.

After regular office hours:

- Call the office and identify yourself as an Ambetter Select Network from Arizona Complete Health *member*
- Describe the medical condition you are experiencing
- Your *PCP's* office will have your *physician*, or another *health professional*, contact you. They will discuss the *illness* or *injury* in question and give you direction. Each case is different. You may receive advice over the telephone or you may be asked to come into the office. In *emergency* or urgent situations, you may be directed to the nearest *emergency* or *urgent care facility*.
- Always remember that you can call your *PCP's* office 24 hours a day. You do not have to wait for regular office hours to obtain medical advice.

Each *member* of a family who is covered by us has the right to select their own *PCP*. This means that a parent who desires to have a *PCP* close to their office may select a different *PCP* for their children closer to home. In addition, you may select a *physician* specializing in pediatrics as the *PCP* for each child, even if the pediatric *physician* is not identified as a *PCP*. Please make sure that you have selected a *PCP* for yourself and each of your *dependents* that are enrolled under this Health Plan. Until you make this selection, Arizona Complete Health will designate one for you. 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 chose a nurse practitioner as your *PCP*, your benefit coverage and *copayment amounts* are the same as they would be for services from other *network providers*. See your *Schedule of Benefits* for more information.

Refer to our Provider Directory for a list of *PCPs*, or you can visit our website at <https://ambetter.azcompletehealth.com/>. If you need help in choosing a *PCP*, call us Member Services at 1-866-918-4450 (TTY: 711).

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 directives are and file directives appropriately in your medical record.

### **CONTACTING YOUR PRIMARY CARE PHYSICIAN (PCP)**

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 1-866-918-4450 (TTY: 711) 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 1-866-918-4450 (TTY: 711). A licensed nurse is always available and ready to answer your health questions. In an *emergency*, call 911 or head straight to the nearest *emergency* room.

### **CHANGING YOUR PRIMARY CARE PHYSICIAN (PCP)**

You may change your *network PCP* by submitting a written request, online at our website, 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 AFFILIATIONS**

Your *PCP* and other *health professionals* have contracted with us to provide *medical services* and treatments to you. They have contracted either individually, or through a group of providers called a *network*. If your *PCP* is affiliated with a *network*, you may be required to obtain services from *specialists* and other providers who belong to that *network*. If you are unsure whether your *PCP* is affiliated with a *network*, check our Provider Directory or call Member Services.

If your *network provider* is removed from the *network* without cause, you will be notified of the change. If you are in active course of treatment, you may request continued treatment with the provider until the treatment is complete, or for 90 days, whichever is shorter, at *network cost sharing* rates.

Active course of treatment is defined as:

- An ongoing course of treatment for a life-threatening condition;
- An ongoing course of treatment for serious acute condition;
- The second or third trimester of pregnancy; or

- An ongoing course of treatment for a health condition for which a treating provider attests that discontinuing care by that provider would worsen the condition or interfere with anticipated outcomes.

### **SPECIALIST PHYSICIANS**

*Specialist physicians may also be part of your network.*

**Services and treatments by specialists are covered when a *referral* is approved.** We do allow a few exceptions to the *referral* requirements, as described in the Medical Expenses Benefits section of this *policy*.

You are not required to obtain a *referral* from a *PCP* or us to obtain *covered services* from a *specialist* within the *network*. We recommend that you work with your *PCP* to determine which *specialist* is right for you. Your *PCP* knows your medical history best and is the most appropriate person to help coordinate all of your health care needs.

Self-referrals under this *health plan* are limited to *network specialists*. Services received from a *non-network provider* may be denied by us and you may be held financially responsible for the charges.

### **AVAILABILITY OF PROVIDERS**

We cannot guarantee the continued availability of any particular *physician*, *network*, facility or other *health professional*. Consequently, if a *PCP* terminates their relationship with us, you will be required to select another *PCP*, who will be responsible for providing and coordinating your total health care. *Covered services* must be obtained from *network providers* who are under contract with us at the time *medical services* are received.

### **NETWORK AVAILABILITY**

Your 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 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. Note that services from *non-network providers* are not covered services under this agreement but you may have the opportunity to disenroll from coverage under this contract and enroll in a different health plan with a network in that area. If you receive non-emergency services from *non-network providers*, benefits will be calculated in accordance with the terms of this contract for *non-network providers*.

### **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 *non-network provider* in excess of the *eligible service expense* will not apply to your *deductible amount* or *maximum out-of-pocket amount*.

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 believe a new medical advancement can benefit our *members*, we evaluate it for coverage. These advancements include:

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

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

If the CPC does not review a technological request from the *Health Plan* 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 from Arizona Complete Health 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*.

### **CONTINUITY OF CARE**

Under the No Surprises Act, if a *member* is receiving a *covered service* with respect to an *network provider* or facility and (1) the contractual relationship with the provider or facility is terminated, such that the provider or facility is no longer in *network*; or (2) benefits are terminated because of a change in the terms of the participation of the provider or facility, as it pertains to the benefit the *member* is receiving, then we will (1) notify each *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 notice is provided to the *member* of their right to elect continued transitional care, 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.

# PREMIUM PAYMENTS

## Premium Payments

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

We will notify you 31 days in advance for any rate changes, subject to all regulatory requirements. Notices under this provision will be mailed to the *member's* address of record. We also reserve the right to modify or amend this *policy* and will provide 60-day advance notice to *members* before the *effective date* of any material modification. Receipt of premium payments made by the *member* shall constitute acceptance of the modification or amendment.

## Grace Period

The *member's* failure to make premium payment prior to expiration of the grace period defined herein shall be cause for automatic termination of coverage under this *policy*. The date of termination will be the last day of the month for which premium payments have been received in full and accepted by our Accounts Receivable Department.

When a *member* is receiving a premium subsidy:

After the first premium is paid, a grace period of 90 days from the premium due date is given for the payment of premium. Coverage will remain in force during the grace period. If full payment of premium is not received within the grace period, coverage will be terminated as of the last day of the first month during the grace period, if *advance premium tax credits* are received.

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

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

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 *policy* will stay in force; however, claims may pend for *covered services* rendered to the *member* during the grace period. We will notify the *member*, as well as providers, of the possibility of denied claims when the *member* is in the grace period.

## Return of Premium for Ineligible Enrollees

If Ambetter from Arizona Complete Health receives a premium for an individual or a *member's family member* whom Ambetter from Arizona Complete Health determines does not satisfy the eligibility and

enrollment requirements, we will refund those amounts applicable to the ineligible enrollee. Ineligible enrollees are not *members* of this *health plan* and shall have no right to *covered services* under this *policy*.

### **Premium Payments from Third-Party Payors or Cost Sharing**

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

1. Ryan White HIV/AIDS Program under Title XXVI of the Public Health Services Act;
2. Indian tribes, tribal organizations or urban Indian organizations;
3. State and Federal government programs;
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 relationship, or affiliation with providers of *covered services* and supplies on behalf of *members*, where eligibility is determined based on defined criteria without regard to health status and where payments are made in advance for a coverage period from the effective date of eligibility through the remainder of the *calendar year*.

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

### **Renewal**

Subject to the provisions governing payment of premiums, this *policy* shall automatically renew for which premiums are being made.

With the exception of non-payment of premium or *loss* of eligibility, if we decide to terminate or non-renew this *policy* for any of the reasons set forth in this *policy*, we will give the *member* at least 45 days advance written notice prior to renewal.

### **Misstatement of Age**

If a *member* 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 the Federally Facilitated Marketplace (**Note:** non-Health Insurance Marketplace plans must notify us directly) 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.

### **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* enrollment application for coverage under this *policy*, we have the right to re-rate the *policy* back to the original *effective date*.

### **Health Savings Account (HSA )**

A Health Savings Account (HSA) is a special tax-exempt custodial account or trust owned by a *member* where contributions to the account may be used to pay for current and future qualified medical expenses. Please refer to your *Schedule of Benefits* to see if the plan you are enrolled in has a HSA. For *members* enrolled in an HSA compatible plan, the following terms apply.

Individual *members* must satisfy federal HSA eligibility criteria in order to open and contribute to an HSA.

This Evidence of Coverage is administered by and underwritten by Ambetter from Arizona Complete Health. Neither entity is an HSA trustee, HSA custodian or a designated administrator for HSAs. Ambetter from Arizona Complete Health, its designee and its affiliates, including Ambetter from Arizona Complete Health, do not provide tax, investment or legal advice to *members*.

MEMBERS ARE SOLELY RESPONSIBLE FOR ADHERING TO ALL FEDERAL REGULATIONS AND GUIDELINES CONCERNING HSA MAXIMUM ALLOWABLE AMOUNT, CONTRIBUTIONS AND QUALIFIED WITHDRAWALS. IN ADDITION, EACH MEMBER WITH AN HSA IS RESPONSIBLE FOR NOTIFYING HIS/HER HSA CUSTODIAN OR TRUSTEE IF ENROLLMENT UNDER THEIR HSA PLAN HAS BEEN CANCELED OR TERMINATED.

THE TERMS OF THIS EVIDENCE OF COVERAGE ARE CONFINED TO THE BENEFITS PROVIDED HEREIN AND DO NOT ENCOMPASS ANY INDIVIDUAL HSA FEE ARRANGEMENTS, ACCOUNT MAINTENANCE OR CONTRIBUTION REQUIREMENTS, APPLICATION PROCEDURES, TERMS, CONDITIONS, WARRANTIES OR LIMITATIONS THERETO, GRIEVANCES OR CIVIL DISPUTES WITH ANY HSA CUSTODIAN OR TRUSTEE.

PLEASE CONSULT A PROFESSIONAL TAX ADVISOR FOR MORE INFORMATION ABOUT THE TAX IMPLICATIONS OF A HSA OR HSA PROGRAM.

# COST SHARING FEATURES

## COST SHARING FEATURES

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

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

## INDIVIDUAL AND FAMILY DEDUCTIBLES

The individual and family *calendar year deductible amounts* are shown in the *Schedule of Benefits*. The *calendar year deductible* applies to the medical and *outpatient prescription drug* benefits. Once your payment for medical and *outpatient prescription drug covered services* equals the *deductible amount*, the medical and *outpatient prescription drug* benefits will become payable by us, subject to any additional *copayment* or *coinsurance* as described in the *Schedule of Benefits*.

Each *member* must satisfy the individual *deductible* each year, if the family *deductible* has not been previously satisfied in that year, before benefits are payable by us. Once the family *deductible* is met; no further individual *deductible* for *members* of the *family unit* will have to be satisfied during the year for benefits to be payable by us. any exceptions will be shown in the *Schedule of Benefits*. all amounts applied toward the individual *deductible* for each *member* in a *family unit* will accumulate to satisfy the family *deductible*. Once the family *deductible* is met, no further individual *deductibles* for covered *members* in the *family unit* will have to be satisfied during the *calendar year*.

## COINSURANCE

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 amounts* do not apply toward the *deductible*, but do apply toward your *maximum out-of-pocket amount*.

## COPAYMENTS

A *copayment* amount is your share of the cost of a service. *Members* may be required to pay a *copayment* up front for a *covered service* or supply. *Copayment* amounts do not apply toward the *deductible*, but do apply toward your *maximum out-of-pocket amount*.

## MAXIMUM OUT-OF-POCKET

This is the total dollar amount that a *member* or *family unit* is required to pay for *covered services* during any given *calendar year*. *Maximum out-of-pocket amounts* are determined for *covered services* only and do



not apply to any *medical services* or treatments that are not *covered services*. After the *maximum out-of-pocket amount* is met for an individual, Ambetter from Arizona Complete Health from Arizona pays 100 percent of *eligible service 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 the *Schedule of Benefits*.

For family coverage, the family *maximum out-of-pocket amount* can be met with the combination of any member's *eligible service expense*. A member's *maximum out-of-pocket amount* 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*;
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*.

**The following are not counted toward the individual or family *maximum out-of-pocket amount* and will not be paid at 100 percent once the *maximum out-of-pocket amount* is met. They will be subject to the *copayment, coinsurance and/or deductible* as shown in the *Schedule of Benefits*:**

1. Any percentage of *eligible service expenses* that a *member* must pay due to failure to follow any requirements of *prior authorization*.
2. Limitations and exclusions.

### **Refer to your *Schedule of Benefits* for *cost sharing* responsibility and other limitations**

The amount payable will be subject to:

1. Any specific benefit limits stated in the *policy*;
2. A determination of *eligible service expenses*; and
3. Any reduction for expenses incurred at a *non-network provider*.

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

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

When receiving care at a *network* facility, 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*. We encourage you to inquire about the providers who will be treating you before you begin your treatment, so that you can understand their *network* participation status with us.

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

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

#### **ADJUSTED CLAIM IMPACTS TO MEMBER COST SHARE RESPONSIBILITY**

Some Explanation of Benefits (EOBs) will show that a “claim payment adjustment” has occurred. Claim payment adjustments may look like claims were paid, then taken back, and possibly paid differently. Sometimes these payment adjustments appear multiple times in the same EOB. Claims payment adjustments can be at the request of the billing provider or initiated by us to ensure correct payments for *covered services*.

When adjusted claims are reflected in your EOB, they can change your *cost sharing* responsibility or impact your *out-of-pocket maximum*. You can track what you have paid towards your *out-of-pocket maximum* through our secure *member* portal at <https://ambetter.azcompletehealth.com/> or call Member Services at 1-866-918-4450 (TTY: 711) with any questions about your *cost share* amounts.

## PRIOR AUTHORIZATION

**Please read this entire provision carefully. If you are unsure whether a service or treatment requires *prior authorization*, please call Ambetter from Arizona Complete Health or have your provider call Ambetter from Arizona Complete Health for additional information.**

Selected medical and *behavioral health* services and treatments that are covered under your *health plan* require *authorization* before you receive them in order for them to be covered by us. This *authorization* is referred to as *prior authorization*. This means that even though a service or treatment may be a *covered service*, *prior authorization* must be obtained before the service or treatment can be received. Even those services that are determined to be *medically necessary* by us must have *prior authorization* in order to be covered. *Physicians* and *networks* cannot deny a service or treatment for failure to obtain *prior authorization*. Only we can deny coverage for *medical services* for failure to obtain *prior authorization*. Questions concerning *prior authorization* can be directed to your *PCP*, or you can call Member Services. *Prior authorization* does not guarantee coverage.

Circumstances in which the service will not be covered include, but are not limited to:

1. Other plan provisions are not satisfied (for example, the *member* is not enrolled or eligible for service on the date the service is received or the service is not a *covered service*);
2. Fraudulent, materially erroneous or incomplete information is submitted; or
3. A material change in the *member's* health condition occurs between the date that the *prior authorization* was provided and the date of the treatment that makes the proposed treatment no longer *medically necessary* for such *member*.

In the event that Company certifies the *medical necessity* of a course of treatment limited by number, time period or otherwise, a request for treatment beyond the certified course of treatment shall be deemed to be a new request.

**As a general rule, please remember that, except for emergency services, all *medical services* and treatments must be provided through the direct coordination of the *PCP* and received within the *service area*. If they are not, your *policy* may not cover these services.**

The following services or supplies may require *prior authorization*:

1. *Hospital confinements*;
2. *Hospital confinement* as the result of a *medical emergency*;
3. *Hospital confinement* for *psychiatric care*;
4. *Outpatient surgeries* and *major diagnostic tests*;
5. *All inpatient services*;
6. *Extended care facility confinements*;
7. *Rehabilitation facility confinements*;
8. *Skilled nursing facility confinements*;
9. *Transplants*; and
10. *Chemotherapy, specialty drugs* and *biotech medications*.

*Prior authorization* (medical and *behavioral health*) requests should be submitted for *medical necessity* review as soon as the need for services identified. Requests must be received by telephone, fax, or provider web portal.

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

1. For urgent concurrent review, within 24 hours (1 calendar day) of receipt of the request.
2. For urgent pre-service review, within 72 hours (3 calendar days) from date of receipt of request.
3. For non-urgent pre-service requests, no longer than 14 calendar days of receipt of the request.
4. For post-service requests, within 30 calendar days of receipt of the request.

Except for *medical emergencies*, *prior authorization* must be obtained before services are rendered or expenses are *incurred*.

### **How to Obtain Prior Authorization**

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 or denied.

*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 prior to an *emergency*. However, you must contact us as soon as reasonably possible after the *emergency* occurs.

### **Prior Authorization Does Not Guarantee Benefits**

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

### **Prior Authorization Denials**

Refer to the Complaint, Grievance, Health Care Appeals and External Review Procedures section of this *policy* for information on your right to appeal a denied *authorization*.

### **WHAT TO DO IN AN EMERGENCY**

If you are faced with a medical or psychiatric *emergency*, call 911 or go to the emergency room.

Some examples of *emergencies* include:

- Acute chest pain
- Severe burns
- Profuse bleeding
- Suspected poisoning
- Severe allergic reaction

**Non-emergency and *routine care* provided in an *emergency* facility is not covered and the *member* will be financially responsible for any *emergency* room expenses incurred for such non-*emergency* *services*. *Routine care* is described in the Definitions section of this *policy*.**

Please refer to the Medical Expense Benefits section of this *policy* for a complete definition of an *emergency*. This section will also tell you what is covered and what your responsibility is to notify us of an *emergency* situation.

### **URGENT CARE SITUATIONS**

*Urgent care* situations include cases of high fevers, severe vomiting, sprains, fractures, or other injuries. In such cases, call your *PCP*. The *PCP's* office is available 24 hours a day, seven days a week by telephone. You will be given direction on how to obtain care for your condition. All follow-up and continuing care must be provided or arranged through your *PCP* in order to be covered by us.

### **UTILIZATION MANAGEMENT**

Ambetter from Arizona Complete Health reviews certain requests for medical procedures, specialty consultations and hospitalizations to determine whether the treatment is *medically necessary*, as determined by us, and to verify that the services are covered under this *policy*. The determination of the reviewer or professional review organization is not a substitute for the independent judgment of the treating *physician* as to the course of treatment. ***Utilization management decisions do not prevent treatment or hospitalization but do determine whether or how the treatment or hospitalization is covered by us.***

## MEDICAL EXPENSE BENEFITS

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

*Covered services* must be furnished in connection with diagnosis *that demonstrates medical necessity* and treatment of an *illness* or *injury* (other than *eligible service expenses* for preventive care services, if applicable). If we determine that a service or supply or medication is not *medically necessary*, you will be responsible for payment of that service, supply or medication.

*Covered services* are subject to the *deductible*, *copayment* and/or *coinsurance amounts*, maximum benefits per year, and other limitations as described in your *Schedule of Benefits*, and to all other provisions of this *policy*.

Coverage under the *policy* is limited to the most effective and efficient level of care and type of service supply or medication that is consistent with professionally recognized standards of medical practice, as determined by us.

### HOW ELIGIBLE SERVICE EXPENSES ARE DETERMINED

Ambetter from Arizona Complete Health will pay for *eligible service expenses* you incur under this *policy*. As described below, *eligible service expenses* are based on the amount we will allow for *covered services* you receive from each type of provider, not necessarily the amount a *physician* or other provider bills for the service or supply. Other limitations on *eligible service expenses* may apply. See the Medical Expense Benefits and the General Non-Covered Services and Exclusions sections of this *policy* as well as your *Schedule of Benefits* for specific benefit limitations, maximums, *prior authorization* requirements and surgery payment policies that limit the amount we pay for certain *covered services*.

### HOSPITAL SERVICES

**Emergency services and the minimum *hospital stay* requirements for maternity delivery do not require *prior authorization*.** All other *inpatient hospital* services must be *prior authorized*.

**Note:** Additional services (including but not limited to x-rays and/or lab testing services) that are performed within a *hospital* setting may be subject to additional *member cost sharing* in accordance with the *Schedule of Benefits*. *Eligible service expenses* for preventive care services do not require *member cost sharing*.

Additionally, some providers (e.g. *primary care physicians*, *specialists*, and hospitalists) may operate out of a *hospital* or facility. **Note:** applicable *copayments* or *coinsurance* for an office visit may not cover any charges that the *hospital* or facility bills and you may be responsible for these charges.

Any *member* who receives *emergency services* must contact their *PCP* within 48 hours of admission, or as soon thereafter as is reasonably possible.

## INPATIENT SERVICES

*Covered Services* include:

- Semiprivate room and board (private room when *medically necessary*)
- *Hospital* and *physician* services, including supplies and consultation
- ICU, CCU and other special care units
- Operating room and related facilities
- Medications and biologicals
- Diagnostic services, including x-ray and laboratory
- General nursing care (special duty nursing when *medically necessary* and *authorized*)
- Oxygen and related services
- Inhalation treatment
- *Private duty nursing* is provided under the direction of a *physician*-signed order, specific to an individualized plan of care implemented by a Registered Nurse (RN) or Licensed Practical Nurse (LPN). It does not include non-skilled care, *custodial care*, *respite care*, or care during surgical procedures, including anesthesia.
- Surgical procedures, including anesthesia
- Meals, including special diets when *medically necessary*
- Administration of whole blood and blood plasma
- *Physician* visits
- Radiation therapy and chemotherapy
- Physical therapy, speech therapy, occupational therapy and cardiac and pulmonary therapy
- *Medically necessary* services of a *physician* who renders *services* in a *network urgent care center*, including office visits and consultations, *hospital* and *skilled nursing facility* visits, and visits to your home.

All covered surgical procedures, including the services of the surgeon or *specialist*, assistant surgeon and anesthesiologist, together with preoperative and postoperative care are covered.

Surgery includes surgical reconstruction of a breast incident to a mastectomy, including surgery to restore symmetry; it also includes prosthesis and treatment of physical complications at all stages of mastectomy, including lymphedema and at least four external postoperative *prostheses*, including mastectomy bras/camisoles, subject to all of the terms and conditions of the *policy*.

Payment of benefits for surgical expenses will be reduced as set forth herein if *prior authorization* is not obtained for the surgery.

All *inpatient* services including ancillary services are subject to Arizona Complete Health *medical necessity* reviews, including *prior authorization*, concurrent and post service payment reviews. Any service or payment denials will include *health care appeal* and *grievance* process and contact information.

## OUTPATIENT SERVICES INCLUDING AMBULATORY SURGICAL FACILITIES

*Covered Services* include:

- Medications and biologicals
- Surgical procedures, including anesthesia
- Therapeutic services including chemotherapy, radiation therapy and inhalation treatment

- Diagnostic services, including x-ray, laboratory, and biomarker testing, for the purposes of diagnosis, treatment, appropriate management or ongoing monitoring of a *member's* disease or condition.
- Oxygen and related services
- *Emergency services* as defined in this *policy*
- Administration of whole blood and blood plasma
- Physical therapy, speech therapy, occupational therapy, cardiac and pulmonary therapy  
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
- *Medically necessary* routine foot care; *prior authorization* may be required

All *outpatient* services including ancillary services are subject to medical necessity reviews, including *prior authorization* and post service payment reviews. Any service or payment denials will include *health care appeal* and *grievance* process and contact information.

### **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 H<sub>2</sub>O, and FiO<sub>2</sub> 60% or less with O<sub>2</sub> saturation at least 90%
  - Common conditions include complications of acute lung injury, disorders of the central nervous and neuromuscular systems, and cardiovascular, respiratory, and pleural/chest wall disorders
  - Patient continues to meet the criteria above and does not meet the criteria to be transitioned to alternate level of care.

## OFFICE VISITS

*Covered Services* include:

- Office visits to *physicians*, including *specialists*
- Treatment for an *injury* or *illness*
- Allergy testing, antigen administration, desensitization treatment, allergy treatment and allergen administration in accordance with accepted medical practice, or as otherwise determined to be *medically necessary*.

**Note:** Additional services (including but not limited to x-rays and/or lab testing services) that are performed within an office visit setting may be subject to additional *member cost sharing* in accordance with the *Schedule of Benefits*. *Eligible service expenses* for preventive care services do not require *member cost sharing*.

Additionally, some providers (e.g. *PCPs*, *specialists*) may operate out of a *hospital* or facility. **Note:** Applicable *copayments* or *coinsurance* for an office visit may not cover any charges that the *hospital* or facility bills and you may be responsible for these charges.

## ROUTINE PHYSICAL EXAMINATION

One routine physical examination (including psychological examination or drug screening) per *calendar year*, requested by the *member* without medical condition indications is covered. However, filling out forms related to the physical examination is not covered.

A routine examination is one that is not otherwise medically indicated or *physician* directed and is obtained for the purposes of checking a *member's* general health in the absence of symptoms or other non-preventive purposes. Example exclusions include examinations taken to obtain employment, or examinations administered at the request of a third party, such as a school, camp, or sports organization.

## PREVENTIVE CARE, EXAMINATIONS AND IMMUNIZATIONS

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

1. 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).

2. 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).
3. 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).
4. 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: <https://www.healthcare.gov/coverage/preventive-care-benefits/>.

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

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

As new preventive care recommendations and guidelines are issued (by the USPSTF, CDC or HRSA), those services will become covered preventive care benefits. According to the ACA, coverage of new recommendations and guidelines become effective upon a plan's start or anniversary date that is one year after the date the recommendation or guideline is issued.

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

#### Notification

As required by section 2715(d)(4) of the Public Health Service Act, we will provide 60 days advance notice to you before any material modification will become effective, including any changes to preventive benefits covered under this *policy*. You may access our website or the Member Services Department at 1-866-918-4450 to get the answers to many of your frequently asked questions regarding preventive services. Our website has resources and features that make it easy to get quality care. Our website can be accessed at [ambetter.azcompletehealth.com](http://ambetter.azcompletehealth.com).

Preventive care can include the following:

- Preventive health examinations
- Well baby care for 47 months
- Immunizations
- An annual flu shot, when received in the office of the *PCP* at a *network* pharmacy participating in the vaccine *network*, or at an affiliated flu shot clinic sponsored by the *member's PCP*

- Hearing screening
- Women’s Preventive Services include, but are not limited to:
  - Gynecological examinations;
  - Screening for gestational diabetes;
  - Human papillomavirus (HPV) DNA testing for women 30 years and older;
  - Sexually-transmitted infection counseling;
  - Human immunodeficiency virus (HIV) screening and counseling;
  - FDA approved contraception methods and sterilization procedures, and contraceptive counseling for women with reproductive capacity;
  - Breastfeeding support, supplies, and counseling (One breast pump and the necessary supplies to operate it (as prescribed by your *physician*) will be covered for each pregnancy at no cost to the *member*. We will determine the type of equipment, whether to rent or purchase the equipment and the vendor who provides it. Breast pumps can be obtained by contacting Member Services at 1-866-918-4450 (TTY: 711); and
  - Interpersonal and domestic violence screening and counseling.
- Colorectal Cancer Screening: Screening colonoscopy and sigmoidoscopy procedures, including related anesthesia services (for the purposes of colorectal cancer screening) will be covered under the preventive care services. Diagnostic endoscopic procedures (except screening colonoscopy and sigmoidoscopy), performed in an *outpatient* facility require the *copayment* or *coinsurance* applicable for *outpatient* facility services.
- Preventive Lab and X-ray.
- Counseling Services: counseling for alcohol misuse, smoking cessation, breastfeeding/lactation, depression/psychological, genetic, healthy diet/ nutrition, obesity in adults and children, preventative medication, sexually transmitted infections, and *tobacco use*.
- Preventive medications (including smoking cessation medications).

Preventive physical examinations and immunizations will be covered when obtained from or through your *PCP* according to the guidelines and policies adopted by us. This *policy* will not provide less than the minimum benefits required by state and federal laws. Additional examinations and immunizations will be covered if determined to be *medically necessary* by your *PCP*, subject to the limitations and exclusions listed herein.

If a service is considered diagnostic or non-preventive care, your *copayment*, *coinsurance* and *deductible* will apply. It is important to know what type of service you are getting. If a diagnostic or non-preventive service is performed during the same health care visit as a preventive service, you may have *copayment* and *coinsurance* charges.

### **ACQUIRED BRAIN INJURY SERVICES**

Benefits for *eligible service expenses* incurred for *medically necessary* treatment of an *acquired brain injury* will be determined on the same basis as treatment for any other physical condition. Cognitive rehabilitation therapy, cognitive communication therapy, neurocognitive therapy and rehabilitation; neurobehavioral, neuropsychological, neurophysiological and psychophysiological testing and treatment; neurofeedback therapy, remediation required for and related to treatment of an *acquired brain injury*, post-acute transition services and community reintegration services, including outpatient day treatment services, or any other post-acute treatment services are covered, if such services are necessary as a result of and related to an *acquired brain injury*.

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

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

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

### **AMBULANCE SERVICES**

*Covered Services* include:

- *Emergency* transportation from the site of an accidental *injury* or acute *illness* to the nearest facility capable of providing appropriate treatment.
- Air or water evacuation will be considered *medically necessary* if the patient's condition is of an *emergency* nature, the location where the accidental *injury* and/or *illness* occurred is inaccessible by ground vehicles, or transport by ground ambulance would be detrimental to the patient's health.
- Transportation between *hospitals* or between a *hospital* and skilled nursing or rehabilitation facility when *authorized* by Ambetter from Arizona Complete Health.

**Note:** *Prior authorization* is not required for *emergency* ambulance transportation.

**Note:** *Non-emergency* ambulance transportation requires *prior authorization*. Unless otherwise required by Federal or State law, if you receive services from *non-network* ambulance providers, you may be responsible for costs above the *allowed amount*.

*Covered services* for ground, water or air ambulance travel must be provided by a duly licensed vehicle specifically designed and equipped for transporting the sick and/or injured.

*Covered services* do not include transportation for non-*emergent* treatment unless *authorized* by us.

Exclusions:

No benefits will be paid for:

1. Expenses incurred for ambulance services covered by a local governmental or municipal body, unless otherwise required by law.
2. Non-*emergency* air ambulance unless *prior authorization* is approved before services are rendered to the *member*.
3. Ambulance services provided for a *member's* comfort or convenience.
4. Non-*emergency* transportation excluding ambulances (for example- transport van, taxi).

### **Air Ambulance Service Benefits**

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

1. To the nearest *hospital* that can provide services appropriate to the *member's illness* or *injury*, in cases of *emergency*.
2. To the nearest neonatal special care unit for newborn infants for treatment of *illnesses, injuries, congenital birth defects, or complications of premature birth* that require that level of care.
3. Transportation between *hospitals* or between a *hospital* and a skilled nursing, rehabilitation facility and *member's* home when authorized by Ambetter from Arizona Complete Health.
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:** You should not be *balance billed* for services from a *non-network* ambulance provider, beyond your cost share, for *emergency 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* 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.

### **AUTISM SPECTRUM DISORDER**

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

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

- evaluation and assessment services;
- *applied behavior analysis* therapy;
- behavior training and behavior management;
- speech therapy;
- occupational therapy;
- physical therapy;

- psychiatric care such as counseling services provided by a licensed psychiatrist, licensed psychologist, professional counselor or clinical social worker; and
- medications or nutritional supplements used to address symptoms of *autism spectrum disorder*.

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

### **BARIATRIC SURGERY AND RELATED COVERED SERVICES**

*Covered services* include *inpatient* bariatric surgery and gastric bypass surgery, including lap banding adjustments, for the treatment of morbid obesity that are *medically necessary* and not *experimental or investigational*. These *covered services* must be *authorized* by us in accordance with our evidence based criteria for this intervention contained in our medical policy on bariatric surgery which can be found at [ambetter.azcompletehealth.com](http://ambetter.azcompletehealth.com) under the Medical Policies link.

In addition, the following criteria must be met:

1. The patient must have a body-mass index (BMI)  $\geq 35$ .
2. Have at least one co-morbidity related to obesity.
3. Previously unsuccessful with medical treatment for obesity.

The following medical information must be documented in the patient's medical record:

1. Active participation within the last two years in one *physician* supervised weight-management program for a minimum of six months without significant gaps.
2. The weight-management program must include monthly documentation of all of the following components:
  - a. Weight
  - b. Current dietary program
  - c. Physical activity (e.g., exercise program)

We apply evidence based medicine, and in as much develops national medical policies to define *medical necessity*. At a minimum, the following procedures are included: laparoscopic sleeve gastrectomy (LSG), open roux-en-y gastric bypass (RYGBP), laparoscopic adjustable gastric banding (LAGB), open biliopancreatic diversion with duodenal switch (BPD/DS) and laparoscopic biliopancreatic diversion with duodenal switch (BDP/DS).

- Surgery will be considered *medically necessary* for adolescent ages 13 to 18 years of age when criteria is met.

In addition, the procedure must be performed at a *network* facility.

### **BIOFEEDBACK SERVICES**

Biofeedback is a *covered service* when prescribed for pain management only.

### **CHIROPRACTIC SERVICES**

*Members* may self-refer to a contracted Doctor of Chiropractic. Coverage is provided for *medically necessary* chiropractic services.

*Covered services* are those within the scope of chiropractic care which are necessary to help *members* achieve the physical state enjoyed before an *illness* or *injury*, and which are determined to be *medically*

necessary and generally furnished for the diagnosis and/or treatment of neuromusculoskeletal conditions associated with an *injury* or *illness*, including:

1. Chiropractic manipulations, adjustments and physiotherapy
2. Diagnostic radiological services generally provided by *network* chiropractors
3. Examination and treatment for the *aggravation* of an *illness* or *injury*
4. Examination and treatment for the exacerbation of an *illness* or *injury*

## CLINICAL TRIALS

Routine patient costs for items and services furnished in connection with participation in approved clinical trials are covered as required by state and federal law. We will not exclude, limit or impose special conditions on such coverage and we will not include provisions that discriminate against an individual on the basis of the individual's participation in an approved clinical trial. You must pay any *deductibles*, *copayments* or *coinsurance* that apply to the items and services whether or not you receive the items and services in connection with the clinical trial. *Prior authorization* is required. The following provisions apply:

- Routine patient costs include all items and services consistent with the coverage provided in the plan that is typically covered for a qualified individual who is not enrolled in a clinical trial. Routine patient costs do not include:
  - a. The cost of Investigational services, drugs or devices, whether or not you receive the items and services in connection with clinical trial;
  - b. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient;
  - c. The cost of any non-health services;
  - d. The cost of managing research; or
  - e. Items or services that would not otherwise be covered.
- Approved clinical trial means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening condition and is approved or funded by at least one of the following:
  - a. One of the National Institutes of Health (NIH), the Centers for Disease Control and Prevention, the Agency for Healthcare Research and Quality, or the Centers for Medicare and Medicaid Services, the United States Department of Defense, or the United States Department of Veterans Affairs;
  - b. Supported by a cooperative group or center of any of the entities described above;
  - c. The Federal Drug Administration (FDA) in the form of an investigational new drug application or if the study or investigation is a drug trial that is exempt from having such an investigational new drug application;
  - d. A qualified research entity that meets the criteria of the NIH for grant eligibility; or
  - e. A panel of qualified recognized experts in clinical research within academic health institutions in this state.

For purposes of clinical trials, the term "life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

## OTHER DENTAL SERVICES

*Emergent* dental services under this *health plan* are limited to services and treatments which are received in connection with an *injury* or as a direct result from a congenital defect.

Services are covered under the *medical* portion of your *health plan* when it is determined to be related to a medical condition or *injury* and are determined to be *medically necessary* and include:

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

## DIABETIC CARE MANAGEMENT

The following is covered in relation to *members* who have been diagnosed with gestational, type I, or type II diabetes:

- Diabetes *outpatient* self-management training and education, including a wellness health coaching program that guides an individual to change unhealthy behaviors and adopt positive lifestyle changes in order to promote the life-long practice of good health behavior. Refer to the *Schedule of Benefits* for applicable *copayment*, *coinsurance* or *deductibles*.
- Supplies and equipment related to diabetes management as described in the Outpatient Prescription Drug Benefit and Diabetic Supplies, Equipment and Devices provisions of this *policy*.
- Nutritional counseling services are covered and not subject to the lifetime limit as shown in the Nutritional Counseling Services provision of this *policy*.
- Routine foot care (*prior authorization* may be required).



- Self-referral once each year to an eye care *specialist* for the purpose of receiving an eye examination for the detection of eye disease as described in the Medical Vision Services provision of this *policy*.

### **DIABETIC EQUIPMENT, SUPPLIES AND DEVICES**

Diabetic supplies are covered when *medically necessary*. The following are specific requirements for coverage:

- Diabetic supplies must have a written prescription from a *network provider*, when *medically necessary*.
- Refills are covered only when *authorized* by a *network provider*, when *medically necessary*.
- Covered supplies and equipment must be obtained from a *network provider* unless otherwise *authorized* by us.
- Plan approved standard blood glucose monitors are covered for both insulin-*dependent* and non-insulin *dependent members* when necessary for medical management as determined by us in consultation with your *physician*. Blood glucose monitors require a written prescription from a *physician* and must be obtained at a *network* pharmacy.
- Plan approved blood glucose monitors for the legally blind are covered when *medically necessary* and the *member* has been diagnosed with diabetes. Blood glucose monitors require a written prescription from a *physician* and must be obtained at a *network* pharmacy.

The following are examples of diabetic supplies that are covered when they meet the specific requirements for coverage:

- Glucose test strips
- Visual reading testing strips
- Urine testing strips
- Insulin aids (when *medically necessary*)
- Glucagon
- Drawing up devices (syringes) and monitors for the visually impaired
- Preferred insulin vials/pens
- Insulin cartridges for both the legally blind and the able seeing (requires *prior authorization*)
- Insulin and insulin pumps (The total amount you will be required to pay for a covered insulin drug will not exceed any state and/or federal mandated limits.)
- Lancets and automatic lancing devices
- Spacers and holding chambers for inhaled medications
- Inhalers (nasal or oral)
- Injection aids

The following diabetic equipment is covered under the Durable Medical Equipment benefit:

- Podiatric appliances necessitated by a diabetic condition.
- Foot *orthotics* are covered for the treatment of diabetes.

## **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 Services* include:

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

After you receive appropriate training at a dialysis facility we designate, we 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.

## **DURABLE MEDICAL EQUIPMENT (DME), PROSTHETICS, AND ORTHOTIC DEVICES**

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 the *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 purchase of *durable medical equipment* prescribed by a *physician* or other provider. *Durable medical equipment* is equipment which can withstand repeated use; i.e., could normally be rented, and used by successive patients; is primarily and customarily used to serve a medical purpose; is not useful to a person in the absence of *illness* or *injury*; and is appropriate for use in a patient's home. Examples include but are not limited to wheelchairs, crutches, *hospital* beds, and oxygen equipment. The determination to either purchase or rent equipment expected to cost over \$1,000 will be made by the plan. 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/coldpack 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*.
6. 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 deductible, copayment, and/or coinsurance amounts*.

Exclusions:

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

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

Prosthetics

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

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

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

*Covered Services* may include, but are not limited to:

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

to one eye or if cataracts are removed from only one eye and the *member* selects eyeglasses and frames, then reimbursement for both lenses and frames will be covered.

6. Cochlear implant and Bone Anchored Hearing Aids.
7. Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
8. Restoration prosthesis (composite facial prosthesis).
9. Wigs (not to exceed one per year), when purchased through a *network provider*. This coverage is only provided for *members* who suffer from hair loss as a result of an underlying medical condition, treatment or *injury*. Coverage shall be subject to a written recommendation by the treating *physician* stating that the wig is *medically necessary*.

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. Artificial heart implants.
5. Wigs (except as described above).

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. We cover *medically necessary* corrective footwear. *Prior authorization* may be required.

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

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

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*, devices, and/or supplies 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 above).
3. Garter belts or similar devices.

4. Foot *orthotics*, except when attached to a permanent brace or when prescribed for the treatment of diabetes, or any of the following complications involving the foot: Peripheral neuropathy with evidence of callus formation; or history of pre-ulcerative calluses; or history of previous ulceration; or foot deformity; or previous amputation of the foot or part of the foot; or poor circulation.

## **EMERGENCY SERVICES**

**If you are faced with a medical or psychiatric Emergency, call 911 or go to the Emergency room.**

**Emergency/Emergent** is defined as a condition or *illness* which, if not immediately diagnosed and treated:

1. Would result in extended or permanent physical or psychiatric impairment or loss of life; and
2. Requires the *member* to seek immediate medical or psychiatric attention necessary for the relief of acute pain, repair of accidental *injury*, initial treatment of infection or the relief of *illness*.

Examples of *emergency* include a severe burn, profuse bleeding, a suspected heart attack, sudden acute pain in the chest, a severe allergic reaction or suspected poisoning.

**Emergency Services** means health care services that are provided to a *member* in a licensed *hospital emergency* facility by a provider after the recent onset of a medical or psychiatric condition that manifests itself by symptoms of sufficient severity that the absence of immediate medical or psychiatric attention could reasonably be expected to result in any of the following:

- Serious jeopardy to the patient's health;
- Serious impairment to bodily functions;
- Serious disfigurement of the patient;
- Serious dysfunction of any bodily organ or part;
- In case of a behavioral condition, placing the health of the patient or other persons in serious jeopardy; and
- In the case of a pregnant woman who is having contractions with inadequate time to safely transfer to another *hospital* before delivery or transfer may pose a threat to the health or safety of the woman or unborn child.

**Emergency services do not include use of a hospital emergency room or other *emergency* medical facility for routine *medical services*, or follow-up or continuing care. The *member* will be financially responsible for any emergency room expenses for any non-*emergency* services as determined by Ambetter from Arizona Complete Health.**

*Emergency services* are provided 24 hours a day, seven days a week, nationwide.

*Emergency services:*

- Do not require *prior authorization*.
- Include an initial medical or psychiatric screening examination and any immediate treatments or services to stabilize a condition. Additional treatments or services may be retrospectively reviewed for *medical necessity*.
- Require the *member* to notify the *PCP* within 48 hours after *emergency services* are provided by a *non-network provider*, or as soon thereafter as is medically possible. If admitted to a non-contracted *inpatient* facility, we may transfer the *member* to a *network hospital* for continued care if it is medically appropriate.

- Require the *member* to provide full details, including medical or psychiatric records of *emergency services* rendered by a *non-network provider*, if requested by this Health Plan. Costs associated with *emergency services* will be reimbursed only after we receive and review the *emergency* medical or psychiatric records and determine that such services were *medically necessary*.

### **Emergency Services Outside the Service Area**

*Members* who sustain an *injury* or become ill while away from the *service area* may receive *emergency services* as provided herein. Benefits are limited to conditions that require immediate attention.

If you are temporarily out of the *service area* and have a medical or *behavioral health emergency*, call 911 or go to the nearest emergency room. Please notify us if your *emergency service* results to an *inpatient* admission within one business day. You do not need *prior authorization* for *emergency* care services.

### **Emergency services outside of the service area do not include:**

1. Elective or specialized care.
2. Non-*emergent*, continuing, routine or follow-up care.

### **NON-EMERGENCY SERVICES**

If you are traveling outside of the Arizona *service area* you may be able to access providers in another state if there is an Ambetter from Arizona Complete Health plan located in that state. You can locate Ambetter from Arizona Complete Health providers outside of Arizona by searching the relevant state in our provider directory at <https://ProviderSearch.AmbetterHealth.com/>. Not all states have Ambetter from Arizona Complete Health plans. If you receive care from an Ambetter from Arizona Complete Health 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.

### **FAMILY PLANNING SERVICES (CONTRACEPTION AND VOLUNTARY STERILIZATION)**

Covered family planning services include:

- Medical history
- Physical examination
- Related laboratory tests
- Medical supervision in accordance with generally accepted medical practice
- Information and counseling on contraception
- Implanted/injected contraceptives
- After appropriate counseling, *medical services* connected with surgical therapies (vasectomy or tubal ligation)
- Abortions that are determined to be *medically necessary* to save the life of the *member*, or due to rape, incest, life-endangerment, or necessary to avert substantial and irreversible impairment of a major bodily function of the *member* having the abortion are covered
- Diagnostic genetic testing when determined to be *medically necessary* and *Prior Authorized* by us;
- Tubal ligations
- Vasectomies

- Contraceptive methods and contraceptive counseling, as supported by the Health Resources and Services Administration (HRSA) guidelines, are covered under the Preventive Care benefit. FDA approved contraceptive drugs and devices are covered through a *network* pharmacy under the *outpatient prescription drug* Benefit

### **Contraceptives**

Refer to the *Schedule of Benefits* and the Outpatient Prescription Drug benefit section of this *policy* for a description of *covered services*.

### **Genetic Testing**

1. Diagnostic genetic testing is covered when determined to be *medically necessary* and *authorized* by us.
2. Genetic testing, amniocentesis, ultrasound, or any other procedure required solely for the purposes of determining the sex of a fetus is not covered.

### **Sterilization Procedures**

- Sterilization procedures, including tubal ligation and vasectomy are covered. *Copayment* and/or *coinsurance* will correspond to the charge associated with the facility in which services are received. Preventive sterilization of *members* is covered under the Preventive Care benefit, subject to the applicable *copayment* and/or *coinsurance* listed under the Preventive Care section.

### **FERTILITY PRESERVATION**

*Medically necessary* services and supplies for standard fertility preservation treatments are covered when a cancer treatment may directly or indirectly cause iatrogenic infertility. Iatrogenic infertility is infertility that is caused by a medical intervention, including reactions from prescribed drugs or from medical or surgical procedures that may be provided for cancer treatment.

Exclusions and Limitations: Services and supplies for gamete or embryo storage, use of frozen gamete or embryos to achieve future conception, pre-implantation genetic diagnosis, donor egg, sperm or embryos and/ or gestational carriers.

### **GENDER AFFIRMING SERVICES**

*Medically necessary* gender affirming services, including, but not limited to, psychotherapy, pre-surgical and post-surgical hormone therapy, and surgical services (e.g., such as genital surgery and mastectomy), for the treatment of gender dysphoria are covered.

Services not *medically necessary* for the treatment of gender dysphoria are not covered. Gender affirming surgical services must be performed by a qualified provider in conjunction with gender affirming surgery or a documented gender affirming surgery treatment plan.

### **HABILITATIVE SERVICES**

Coverage for *habilitative services* and/ or therapy is limited to *medically necessary* services that help a person keep, learn, or improve skills and functioning for daily living, when provided by a Plan contracted *physician*, licensed physical, speech or occupational therapist or other *network provider*, acting within the scope of their license, to treat physical and mental health conditions, subject to any required *authorization* from the Plan or the *member's* Physician Group. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy,



speech-language pathology and other services for people with disabilities in a variety of *inpatient* and/or *outpatient* settings.

Examples of health care services that are not habilitative include, but are not limited to, *respite care*, day care, recreational care, residential treatment, social services, *custodial care*, or education services of any kind, including, but not limited to, vocational training.

## **HEARING SERVICES**

*Covered Services* include:

- Hearing screenings to determine the presence of hearing loss and/or to diagnose and treat a suspected disease or *injury* to the ear.
- Treatment for a disease or *injury* to the ear.
- Cochlear implants when *medically necessary*.
- New or replacement hearing aids no longer under warranty (*prior authorization* required).
- Cleaning or repair.
- Batteries for cochlear implants and Bone Anchored Hearing Aids.

*Covered Services* do not include:

- Hearing aid batteries (except those for cochlear implants and Bone Anchored Hearing Aids) and chargers are not covered.

## **HOME HEALTH CARE SERVICES**

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

- *Covered services* must be provided by an Ambetter from Arizona Complete Health contracted *Home Health Care Agency*.
- Coverage is limited to *medically necessary* patient care pursuant to guidelines, frequency, duration and level *authorized* by us.
- *Covered services* include nursing care under the supervision of a registered nurse and rehabilitative therapy and/or IV therapy, when prescribed, *authorized* or directed by the *PCP* and *authorized* by us.
- *Covered services* are limited to part-time and *intermittent* patient care that is determined to be *medically necessary*.

*Covered Services* do not include:

- Housekeeping services
- Services of a person who resides in the *member's* home

*Custodial care*, rest cures, *respite care* and home care that is or can be performed by *family members* or non-medical personnel

- Services of a person who qualifies as a *family member*
- Services of an unlicensed person.

Intravenous medication and pain medication are *covered service* expenses to the extent they would have been covered service expenses during an *inpatient hospital* stay. At our option, we may *authorize* the

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

### **HOSPICE CARE SERVICES**

*Members* who are diagnosed as having an *illness* giving them a life expectancy of six months or less, may request *hospice care*. All *hospice care* must be provided by a licensed *network hospice* and include *Inpatient* and home care related to the terminal condition and family counseling. *Hospice care* will continue only while the *member* is under the direct and active medical supervision of a *network physician* for a condition that necessitates *hospice care*. *Hospice care* may require *prior authorization* by us.

*Hospice care* providers must be able to provide:

- Licensed nursing care
- Medical supplies
- Medications
- *Physician services*
- Short-term *inpatient* care
- Medical appliances
- Homemaker services
- Care for acute and chronic symptom management
- Care for pain control
- Physical and/or respiratory therapy
- Medical social services
- Home health services
- Services of volunteers
- Services of a psychologist, social worker or family counselor for individual and family counseling.

A *member* who elects *hospice care* is not entitled to services and supplies for curative or life prolonging procedures during the time that the *hospice* election is in effect. A *member* may revoke a *hospice* election at any time.

### **INFERTILITY SERVICES**

Services associated with infertility are limited to diagnostic services rendered for infertility evaluation. Refer to the General Non-Covered Services and Exclusions section of this *policy* for more detail on non-covered infertility services. Services to treat the underlying medical conditions that cause infertility are covered (e.g. endometriosis, obstructed fallopian tubes, and hormone deficiency).

### **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.

### **MAMMOGRAMS**

Mammograms are *covered services* as listed below, when requested by a *network physician*. A suggested schedule for preventive care is listed below:

- One baseline mammogram for *members* between the ages of 35 and 39 years.
- One mammogram each year for *members* who are 40 years of age or older or more frequently if recommended by a *network physician*.
- Such other mammography screenings as are determined to be *medically necessary* for a *member* considered “at risk,” as determined by us and requested by a *network physician*.

## **MATERNITY CARE SERVICES**

*Medically necessary* services and supplies furnished in connection with pregnancy and childbirth are covered.

*Covered Services* include:

- Prenatal and post-partum care
- Birth services, including delivery room, *birthing centers*, anesthesia and surgical procedures
- Ultrasound
- Anesthesia
- Injectables
- Special procedures such as cesarean section
- Prenatal diagnostic procedures in case of high risk pregnancy or as otherwise *medically necessary*
- *Complications of pregnancy* as defined in this *policy*
- X-ray and laboratory services
- Surgical procedures
- Breastfeeding support, supplies, and counseling as supported by the Health Resources and Services Administration (HRSA) guidelines, are covered under the Preventive Care benefit listed in the *Schedule of Benefits*.
- Prenatal screenings as outlined in the USPSTF recommendations A&B are covered under the Preventive Care benefit listed in the *Schedule of Benefits*.
- Diagnostic genetic testing is covered when determined to be *medically necessary* and *authorized* through the *physician*, or referring *specialist*.
- Newborn hearing screenings, necessary rescreening, audiological assessment and follow-up, and initial amplification.
- Pulse oximetry screening on a newborn
- Cost of birth of any legally adopted child within one year of birth if the *member* is legally obligated to pay

**Note:** To continue coverage after the first 31 days, the newborn must have an enrollment application submitted within 60 days of the date of birth. Failure to enroll a newborn within 60 days following the date of birth will terminate coverage at the end of the initial 31 day period. For continued coverage of the newborn beyond the first 31 days following birth, *members* are required to complete the enrollment process for the newborn by the 60<sup>th</sup> day of birth. For additional information regarding premium due dates, please reference the Enrollment of Newborn, Adopted Child or Child Placed for Adoption provision of this *policy*. Newborn *members* have 30 calendar days from the date of *enrollment* to have a *PCP* designated and receive a *member* identification card.

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

**Duty to Cooperate.** We do not cover services or supplies related to a *member's* pregnancy when a *member* who 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 from Arizona Complete Health Member Services Department 1850 W. Rio Salado Parkway, Suite 211, Tempe, AZ 85281. In the event that a *member* fails to comply with this provision, we reserve our right to enforce this *policy* on the basis of fraud, misrepresentation or false information, up to and including recoupment of all benefits that we paid on behalf of the *surrogate* during the time that the *surrogate* was insured under our *policy*, plus interest, attorneys' fees, costs and all other remedies available to us.

### **Travel Outside of the Service Area**

Expectant *members* who have reached 32 weeks gestation are encouraged to discuss any travel arrangements outside of the *service area* with their *PCP*. Prenatal visits or elective care received outside of Ambetter from Arizona Complete Health's *service area* are not covered unless *authorized* by us. *Emergency services* received outside the *service area* are limited to conditions that require immediate attention.

**Minimum Hospital Stay Requirements.** *Hospital* length of stay for the mother and newborn following a covered delivery will be at the discretion of the treating *physician* in consultation with the child-bearer. *Hospital* benefits for the child-bearer and newborn will not be restricted to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section, if ordered by the treating *physician*. *Providers* will not be required to obtain *prior authorization* for such lengths of stay unless the baby is not a well newborn. If the baby is not a well newborn, the delivery will require *prior authorization*. These provisions do not prohibit lengths of stay of less than the minimum otherwise required when the attending *physician*, in consultation with the child-bearer, makes a decision for early discharge.

Other maternity benefits which may require *prior authorization* by us 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. *Physician* 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*; or
5. *Hospital* stays beyond the 48 hours following a normal vaginal delivery, or more than 96 hours following a cesarean section if there are *medically necessary* reasons associated with maternity care will require notification to the Health Plan.

### **Newborn Charges**

*Medically necessary* services, including *hospital* services, are provided for a newborn child of the *member* immediately after birth. In addition, *medical services* for the newborn child shall be provided for the first 31 days following birth. Starting from the date of birth through the first 31 days the newborn maintains an independent *member cost sharing* responsibility including *deductible*, *copayments* and *coinsurance* when applicable. For continued coverage of the newborn beyond the first 31 days following birth,

*members* are required to complete the *enrollment* process for the newborn and provide premium payment as of the effective date of *enrollment* of the newborn. For additional information regarding premium due dates, please reference the Enrollment of Newborn, Adopted Child or Child Placed for Adoption provision of this *policy*. Each type of *covered service* incurred by the newborn child will be subject to the *member cost sharing* amount listed in the *Schedule of Benefits*.

Newborn coverage and *cost sharing* does not include a person who is a *member's* natural child for whom legal rights have been given up through adoption, or a grandchild of the *member* for whom the *member* does not have court ordered permanent guardianship or custody.

*Medically necessary* coverage and *cost sharing* for a newborn may be extended beyond the first 31 days without enrolling in the plan as appropriate including:

- The mother is discharged from the *hospital* AND the newborn child remains hospitalized; OR
- The newborn child is readmitted

The below information details newborn statuses and coverage. Please contact Member Services at the number on the back of your *member* identification card for assistance with understanding your specific situation and applicable coverage.

For newborns discharged within the initial 31 days of coverage, the newborn will be covered by us and has *member cost sharing* that applies to total annual *family unit cost sharing*.

For newborns discharged after the initial 31 days of coverage and not readmitted, the newborn will continue to be covered by us through the date of discharge. Newborns continue to have *member cost sharing* that applies to total annual *family unit cost sharing*.

For newborns discharged and readmitted during the first 31 calendar days from the date of birth, the newborn will continue to have coverage by us through the date of discharge (coverage will be extended beyond the initial 31 days through the date of discharge in this scenario). Newborns continue to have *member cost sharing* that applies to total annual *family unit cost sharing*.

For newborns discharged during the first 31 days, and readmitted after the initial 31 days of coverage, the newborn would not continue to be automatically covered by us. To continue coverage after the first 31 days, the newborn must have an enrollment application submitted within 60 days of the date of birth. Failure to enroll a newborn within 60 days following the date of birth will terminate coverage at the end of the initial 31 day period. The continued coverage of the newborn after the initial 31 day period is subject to our receipt of premium payment for such newborn.

#### **MENTAL HEALTH & SUBSTANCE USE DISORDER - INPATIENT AND OUTPATIENT SERVICES**

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

Mental health services will be provided on an *inpatient* and *outpatient* basis and include mental disorders. These disorders affect the *member's* ability to cope with the requirements of daily living. If you need *mental health* and/or *substance use disorder* treatment, you may choose any *network provider* and do not need a *referral* from your *PCP* in order to initiate treatment. You can search for *network* behavioral health providers by using our Find a Provider tool at <https://ambetter.azcompletehealth.com/> or by calling Member Services at 1-866-918-4450 (TTY: 711). *Deductible amounts, copayment or coinsurance*

*amounts* and treatment limits for covered mental health and *substance use disorder* benefits will be applied in the same manner as physical health service benefits.

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

When making coverage determinations, our *behavioral health* and *substance use disorder* Utilization Management staff utilizes established level of care guidelines and *medical necessity* criteria that are based on currently accepted standards of practice and take into account legal and regulatory requirements. Our *behavioral health* and *substance use disorder* staff utilize Change Healthcare 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 Services**

*Covered Services* Include:

- *Inpatient* detoxification treatment;
- *Crisis* Stabilization;
- *Inpatient* Rehabilitation;
- *Residential treatment facility for mental health and substance use disorders*;
- *Inpatient* Psychiatric Hospitalization; and
- Electroconvulsive Therapy (ECT).

### **Outpatient Services**

*Covered services* include, but are not limited to:

- Individual and group therapy for mental health and *substance use*;
- Medication Assisted Treatment – combines behavioral therapy and medications to treat *substance use disorders*;
- *Outpatient* detoxification programs;
- Evaluation and assessment for *mental health* and *substance use*;
- Medication management services;
- Psychological and Neuropsychological testing and assessment;
- *Applied behavior analysis* for treatment of autism spectrum disorders;
- *Telehealth*;
- Partial Hospitalization Program (PHP);
- Intensive Outpatient Program (IOP);
- Mental health day treatment;
- Electroconvulsive Therapy (ECT);
- *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 1-866-918-4450 (TTY: 711) 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 your *Schedule of Benefits* for more information regarding services that require *prior authorization* and specific benefit limits, if any.

Ambetter from Arizona Complete Health has a policy to address any *network* exception needs. Qualified instances in which Ambetter from Arizona Complete Health will make a *network* exception include:

1. There is no provider in our *network* that is accessible or available that can provide you *covered services* in a timely manner; or
2. We review your case and determine that it is the best interest of your care for you to see a provider outside of our *network*.

### **NUTRITIONAL COUNSELING SERVICES**

Nutritional evaluation and counseling from a *network provider* is covered when dietary adjustment has a therapeutic role of a diagnosed chronic disease/condition, including but not limited to:

- Morbid obesity
- Diabetes
- Cardiovascular disease
- Hypertension
- Kidney disease
- Eating disorders
- Gastrointestinal disorders
- Food allergies
- Hyperlipidemia

Services for the purpose of diet control and weight reduction are not covered, unless required by a specific condition of disease etiology. Services not covered include but not limited to:

- Intra oral wiring
- Gastric balloons
- Dietary formulae
- Hypnosis
- Cosmetics
- Health and beauty aids

### **ORAL AND MAXILLOFACIAL SURGERY**

Covered under this benefit:

- The reduction or manipulation of an acute fracture of facial bones including the jawbone and supporting tissues due to an accidental *injury*
- Oral surgery for the excisions of lesions, cysts or tumors
- Reconstruction or repair of the palate or cleft lip

Not Covered:

- Any treatment for arthroplastic surgery
- Any services related to malocclusion or malposition of the teeth or jaw

- Oral implants and transplants

## OUTPATIENT IMAGING AND TESTING SERVICES

*Covered Services* include:

- Computerized Tomography (CT)
- Magnetic Resonance Imaging (MRI)/Magnetic Resonance Angiogram (MRA)
- Positron Emission Tomography (PET)/Single-Photon Emission Computerized Tomography (SPECT)
- Brain Electrical Activity Mapping (BEAM)
- Emission Computerized Tomographam (ECT)

*Copayments* and *coinsurance* may be different depending on whether the services are received at a *physician's* office, or a *hospital*, *outpatient* surgery facility or ambulatory surgical facility. *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).

## OUTPATIENT PRESCRIPTION DRUG BENEFIT

**This benefit applies only to Prescription Drugs that are prescribed on an *outpatient* basis.**

Preventive Pharmacy medications require a prescription and are limited to *prescription drugs* and over-the-counter medications that are determined to be preventive as recommended by the United States Preventive Services Task Force (USPSTF) A and B recommendations, as well as FDA approved over-the-counter contraceptives for women when prescribed by a provider. A listing of these medications may be identified at the following USPSTF website:

<https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/uspstf-a-and-b-recommendations>.

## SPECIFIC REQUIREMENTS FOR COVERAGE

**The following provisions apply to this Prescription Drug Benefit:**

- Prescriptions must be included on Ambetter from Arizona Complete Health's *formulary*. For select *drugs*, your doctor must request *authorization*. Requests for these *drugs* are evaluated to determine if the established *authorization* criteria are met. A medication must be used in accordance with pharmacy coverage guidelines.
- All *prescription drugs* must be obtained from a *network* pharmacy.
- Coverage is provided for *generic*, *brand*, non-preferred brand and *specialty drugs* included on the Ambetter from Arizona Complete Health *formulary*.
- Preferred retail and *specialty* pharmacies will dispense prescriptions for up to a 30 day supply.
- Mail order prescriptions will be dispensed for up to a 90 day supply.
- Some medications may be dispensed in quantities less than those stated above due to prepackaging by the pharmaceutical manufacturer.
- Insulin, diabetic supplies and inhalers may have quantity per *copayment* and/or *coinsurance* payment limitations other than 30 days.
- You will be financially liable for the cost of medications obtained after you are no longer eligible for coverage under this *policy*.
- Non-*formulary* (NF) *drugs* require *formulary* exception for coverage.



- *Prescription drugs* that are routine patient care provided to *members* participating in clinical trials are covered as required by state and federal law.
- Medications for weight loss that are listed on the *formulary* may be covered with *prior authorization*.
- Medications for sexual dysfunction that are listed on the *formulary* may have quantity per *copayment* limitations prescribed in the *formulary*.

If a *drug* is not on the Drug *Formulary* and is not specifically excluded from coverage, your doctor can ask for an exception. To request an exception, your doctor can submit a *prior authorization* request along with a statement supporting the request. Requests for *prior authorization* may be submitted by telephone, mail, or facsimile (fax). If we approve an exception for a *drug* that is not on the *formulary*, the non-preferred brand tier (Tier 3) *copayment* applies. For a standard exception request, we will make a coverage determination no later than 72 hours following receipt of the request. If you are suffering from a condition that may seriously jeopardize your life, health, or ability to regain maximum function, or if you are undergoing a current course of treatment using a *drug* that is not on the *Formulary*, then you, your designee or your doctor can request an expedited review. Expedited requests for *prior authorization* will be processed within 24 hours after our receipt of the request and any additional information requested by us that is reasonably necessary to make a determination.

Certain specialty and non-specialty *generic* medication 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. **Note:** This provision does not apply to contraceptive and/or preventive pharmacy medications. Further information regarding contraceptive and/or preventive pharmacy medications may be identified under the *Contraceptives and Preventive Pharmacy* section below.

## Formulary

*Formulary* or Preferred Drug List is a listing of covered medications. The *Formulary* consists of following Tiers:

- Tier 0 – Preventative drugs. You will have no cost share for products listed on this tier. This tier includes select oral contraceptives, vitamin D, folic acid for women of child bearing age, over-the counter (OTC) aspirin, and smoking cessation products.
- Tier 1 – *Generic* drugs. Lowest cost share tier that offers the greatest value compared to other drugs used to treat similar conditions.
- Tier 2 – Preferred branded drugs. Medium cost share.
- Tier 3 – Non-preferred drugs. Highest cost share. This tier also covers non-specialty drugs that are not on the *formulary* but approval has been granted for coverage. Please see *Prescription Drug Exception Process*.
- Tier 4 – Specialty drugs. Drugs on this tier are used to treat complex, chronic conditions that may require special handling, storage or clinical management.
- Tier 6 – Cancer drugs. Cost share is set to your medical benefit cost share.

In addition to tiers, the *Formulary* also indicates other restrictions that may apply to individual drugs. Summary and explanation of those restrictions can be found in our printed *formulary* and includes but is not limited to *prior authorization*, step therapy, quantity limit, age limit, etc. Ambetter from Arizona Complete Health's Pharmacy and Therapeutics (P&T) Committee determines placement of drugs on the *formulary*. The P&T Committee consists of practicing *physicians* and pharmacists and meets at least quarterly.

**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.

The P&T Committee conducts quarterly reviews of drugs on the Ambetter from Arizona Complete Health *formulary* to determine the appropriateness of tier positioning, the potential for changes based on new drug arrivals or labeling changes, and any pharmaceutical management protocols that may need to be implemented. Additions of medications to the *formulary* and removal of restrictions can happen at any time throughout the year, while negative *formulary* changes are implemented only once per year at the beginning of each benefit year. Negative *formulary* changes include the following: 1) Tier increase; 2) Formulary removal; 3) Addition of *prior authorization* or step therapy; and 4) Addition of quantity limits. *Members* and prescribers affected by negative *formulary* change are notified by letter no less than 60 calendar days prior to implementation of a negative *formulary* change.

*Formulary* changes made by the P&T Committee are based on the strength of scientific evidence evaluated and are considered against accepted standards of practice including, but not limited to: 1) Assessing peer reviewed medical literature, randomized clinical trials, pharmacoeconomic studies, and outcomes research data; 2) Comparing the safety, efficacy, the frequency of side effects and potential drug interactions among alternative drug products; 3) Assessing the likely impact of a drug product on patient compliance when compared to alternative products; 4) Thoroughly evaluating the benefits, risks and potential outcomes a change could present for patients; and 5) Reviewing and monitoring medication utilization trends and comparing data to recognized and established professional practice standards or protocols to make recommendations for changes in *formulary* positioning.

Voting members of the Committee include practicing community-based practitioners and pharmacists representing various clinical specialties that adequately represent the needs of Ambetter from Arizona Complete Health *members*. Outside specialty consultants, independent and free of conflict with respect to Centene Health Plans and pharmaceutical manufacturers, may be recruited, as deemed necessary, to provide input related to their areas of expertise and to provide advice on specialty practice standards.)

### **PREFERRED SPECIALTY PHARMACIES**

As part of our Specialty Pharmacy program, certain *drugs* are only available through a Specialty Pharmacy designated by us. We will contact you and your *physician* if a Specialty Pharmacy will now be dispensing a particular *drug* for you. We will work with you, your *physician* and the Specialty Pharmacy to coordinate services such as ordering, delivery and *copayment* collection.

### **Maintenance Prescription Drug Program**

The mail order, or extended day supply program is a convenient and affordable way to buy your *maintenance Prescription Drugs*. A *maintenance drug* is one that has been established as an effective, long-term treatment for your condition. These *drugs* are used to treat conditions like asthma, heart disease, and high blood pressure.

Through our mail order, or extended day supply pharmacy, you can order up to a 90-day supply of your *maintenance drug*. **Note:** prescriptions for 60 day supplies or less are subject to the standard *member cost sharing* amount. Refer to the *Schedule of Benefits* for the mail order *member cost sharing* amount.

Pharmacists dispense the *drugs* and then ship them through standard mail at no extra cost to you. Contact Member Services for more information on the mail order program.

### **Extended Days' Supply Process**

*Maintenance* medications are generally taken daily for chronic and lifelong conditions. Extended days' supply fills of *maintenance* medications are available exclusively at CVS retail and CVS Mail. *Members* obtaining a 90-day fill via CVS Retail or CVS Mail will pay only 2.5 times their standard retail *copay*. Non-CVS pharmacies are limited to dispensing up to 31-days' supply of *maintenance* medications.

*Network* pharmacies: Up to 31-day supply of *maintenance* medications and non-maintenance medications

CVS Retail and CVS Mail Order Pharmacies: *Maintenance* medications with days' supply of 31-90 days

### **Cancer Treatment Medications**

Patient administered cancer treatment medications, including medications that are orally administered or self-injected, require no higher *copayment*, *deductible* or *coinsurance amount* than cancer treatment medications that are injected or intravenously administered by a health care provider. Cancer treatment medications mean *prescription drugs* and biologics that are used to kill, slow or prevent the growth of cancerous cells.

### **Off-Label Use for Cancer Drugs**

We cover off-label use for cancer drugs if such use is supported by nationally recognized guidelines such as the National Comprehensive Cancer Network (NCCN) guidelines or studies evidencing effectiveness and safety.

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

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

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

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

### **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.

### **Medication Synchronization**

In accordance with state regulations, upon request, a *member* taking two or more chronic *prescription drugs* may ask a *network* pharmacy to synchronize refill dates so that *drugs* refilled at the same frequency may be refilled concurrently. This will allow the *copayments* to be prorated based on the synchronized days' supply. For questions about this process, please call Member Services at the number listed at the back of your *member* identification card.

## CONTRACEPTIVES AND PREVENTIVE PHARMACY

Contraceptive drugs and devices are covered and require a prescription from your *network provider*.

*Generic* class United States Food and Drug Administration approved contraceptive methods for all women with reproductive capacity are covered when dispensed by a *network* pharmacy. FDA approved over-the-counter contraceptive methods for women are covered when prescribed by a *network provider*. No *deductible, copayment* and/ or *coinsurance* shall apply for each prescription or refill of a *generic drug* when dispensed by a *network* pharmacy. If a *generic drug* is not available, no *deductible, copayment* and/ or *coinsurance* shall apply for each prescription or refill of a brand name contraceptive drug. *Deductible, copayment* and/ or *coinsurance* will apply to brand name drugs that have *generic* equivalents, unless the prescriber indicates the brand name drug is *medically necessary*.

## SMOKING CESSATION MEDICATIONS

Smoking cessation medications, including Over the Counter medications that have been included in the *Formulary* by our Pharmacy and Therapeutic Committee, are a covered service.

For information regarding the smoking cessation program available from Ambetter from Arizona Complete Health, contact Member Services at 1-866-918-4450 (TTY: 711).

## MEDICAL FOODS

We cover medical foods and formulas for *outpatient* total parenteral nutritional therapy; *outpatient* elemental formulas for malabsorption; and dietary formula when *medically necessary* for the treatment of Phenylketonuria (PKU) and inborn errors of metabolism. 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. Such coverage shall be provided when the prescribing *physician* has issued a written order stating that the enteral formula or food product is *medically necessary*.

Medical foods coverage must:

1. Be part of the newborn screening program;
2. Involve amino acid-based formula carbohydrate or fat metabolism;
3. Have medically standard methods of diagnosis, treatment and monitoring including quantification of metabolites in blood, urine or spinal fluid or enzyme or DNA confirmation in tissues.

Medical foods coverage for Eosinophilic Gastrointestinal Disorder (EGD) must:

- Have a diagnosis of EGD.

## RESIDENTIAL ENTERAL TUBE FEEDING

*Medically necessary* Enteral Nutrition is a *covered expense* when all of the following apply:

1. Prescribed by a *network physician*;
2. For use in the home through enteral feeding tubes;
3. Feedings exceed 750 kilocalories a day in order to maintain weight and strength commensurate with the *member's* overall health status.

If the requirements above for enteral nutrition are met, supplies, including but not limited to bags, tubing, syringes, irrigation solution, dressings, and tape are also a *covered expense*.

**Note:** Residential enteral tube feeding is covered under the Medical Supplies benefit. Refer to the Medical Supplies benefit for a description of *covered services* and limitations that apply.

## EXCLUSIONS AND LIMITATIONS

### Prescription Medications

*Outpatient* prescription medications except as specifically described in the benefit description titled *Diabetic Supplies, Equipment and Devices*, or as otherwise listed as a *covered service* herein or in the *Schedule of Benefits*. Non- *covered services* include:

- *Drugs* obtained from a non-*network* pharmacy;
- Take home *prescription drugs* and medications from a *hospital* or other *inpatient* or *outpatient* facility;
- Supplies, medications and equipment labeled "Caution - Limited by Federal Law to Investigational Use";
- *Drugs* or dosage amounts determined by us 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;
- Supplies, medications and equipment deemed *experimental, unproved or investigational* by us, except for covered Preventive Medications (as determined to be preventive as recommended by the United States Preventive Services Task Force (USPSTF) A and B recommendations (medications listed at <https://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/uspstf-a-and-b-recommendations>);
- Any non-prescription or over-the-counter drugs, devices and supplies that can be purchased without a prescription or *physician* order is not covered, even if the *physician* writes a prescription or order for such *drug*, unless it is an FDA approved over-the-counter contraceptive method for women, when prescribed by a *network provider*. Additionally, any *prescription drug* for which there is a therapeutic interchangeable non-prescription or over-the-counter drug or combination of non-prescription or over-the-counter drugs is not covered, except as prescribed for treatment of diabetes and for smoking cessation;
- Supplies, medications and equipment for other than FDA approved indications;
- Any *drug* consumed at the place where it is dispensed or that is dispensed or administered by the *physician*;
- Supplies, medications and equipment that are not *medically necessary*; as determined by us;
- Medications for infertility;
- Medications purchased before a *member's effective date* of coverage or after the *member's* termination date of coverage;
- Medications used for *cosmetic* purposes as determined by us;
- Vitamins, except those included on Ambetter from Arizona Complete Health's *formulary*;
- Weight reduction programs and related supplies to treat obesity, except as covered under Preventive Care or listed on the *formulary*;
- Enteral Nutrition when adequate nutrition is possible by dietary adjustment, counseling and/or oral supplements;
- Drugs that require a prescription by their manufacturer, but are otherwise regulated by the FDA as a medical food product and not listed for a covered indication listed in this document;
- For *prescription drugs* for the treatment of erectile dysfunction or any enhancement of sexual performance unless listed on the *formulary*;
- 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 section if obtained in the United States; and

- 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 for out of country travel. This section does not prohibit coverage of treatment for aforementioned diseases.
- For immunization agents otherwise not required by the Affordable Care Act.
- For a refill dispensed more than 12 months from the date of a *physician's* order.
- For more than the predetermined *managed drug limitations* assigned to certain drugs or classification of drugs, including early refills of a medication when a *member* has sufficient balance on hand.
- For any drug that we identify as therapeutic duplication through the Drug Utilization Review program.
- 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.
- For medications used for *cosmetic* purposes.
- For any controlled substance that exceeds state established maximum morphine equivalents in a particular time period, as established by state laws and regulations.
- For drugs or dosage amounts determined by Ambetter's Pharmacy and Therapy committee to be ineffective, unproven or unsafe for the indication for which they have been prescribed, regardless of whether such drugs or dosage amounts have been approved by any governmental regulatory body for that use.
- For any drug related to dental restorative treatment or treatment of chronic periodontitis, where drug administration occurs at dental practitioner's office.
- For any claim submitted by a non-lock-in pharmacy while *member* is in a lock-in status.
- For any drug related to *surrogate* pregnancy.
- For any prescription or over the counter version of vitamin(s) unless otherwise included on the *formulary*.
- For any injectable medication or biological product that is not expected to be self-administered by the *member* at the *member's* place of residence unless listed on the *Formulary*.
- Medication refills where a *member* has more than 15 days' supply of medication on hand.
- Compound drugs, unless there is at least one ingredient that is FDA approved.

### **Lock-in Program**

To help decrease overutilization, fraud and abuse, certain *members* identified through our Pharmacy 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 specified location. Ambetter from Arizona Complete Health pharmacy, together with Medical Management will review *member* profiles and using specific criteria, will recommend *members* for participation in lock-in program. *Members* identified for participation in lock-in program and associated providers will be notified of *member* participation in the program via mail. Such communication will include information on duration of participation, pharmacy to which *member* is locked-in, and any appeals rights.

### **Non-Formulary Prescription Drug Exception Process**

#### Standard exception request

A *member*, a *member's* authorized representative or a *member's* prescribing *physician* may request a standard review of a decision that a *drug* is not covered by the plan. The request can be made in writing

or via telephone. Within 72 hours of the request being received, we will provide the *member*, the *member's authorized representative* or the *member's prescribing physician* with our coverage determination. Should the standard exception request 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 physician* may request an expedited review based on exigent circumstances. Exigent circumstances exist when a *member* is suffering from a health condition that may seriously jeopardize the *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 72 hours of the request being received (24 hours for Exigent Circumstances), we will provide the *member*, the *member's authorized representative* or the *member's prescribing physician* with our coverage determination. Should the standard exception request 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 physician* may request that the original exception request and subsequent denial of such request be reviewed by an independent review organization. We will make our determination on the external exception request and notify the *member*, the *member's authorized representative* or the *member's prescribing physician* of our coverage determination no later than 72 hours following receipt of the request, if the original request was a standard exception, and no later than 24 hours following its receipt of the request, if the original request was an expedited exception.

If we grant an external exception review of a standard exception 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.

### **PROSTATE SPECIFIC ANTIGEN TESTING**

*Covered service 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 50 years of age; and at least once annually for a *member* who is less than 50 years of age and who is at high risk for prostate cancer according to the most recent published guidelines of the American Cancer Society.

### **PROSTHETIC DEVICES**

Internal *prosthetic*/medical appliances are *prosthetics* and appliances that are permanent or temporary internal aids and supports for missing or nonfunctional body parts, including testicular implants following medically appropriate surgical removal of the testicles. Medically appropriate repair, *maintenance* or replacement of a covered appliance is covered.

*Covered Services* include:

- *Prosthetic devices* including external prosthesis when they are determined to be *medically necessary* and result from an *illness, injury*, or surgery causing anatomical functional impairment, or from a congenital defect. Coverage includes the fitting and purchase of a standard model. Replacement of devices is covered only if determined *medically necessary* or results from a change in the *member's* physical condition or as result of wear and tear.

- Artificial limbs including the initial purchase, and subsequent purchases due to physical growth, for a covered *member* that meets all other screening criteria. *Covered services* must be obtained from a *network provider* in order to be covered. Coverage is limited to limbs that are necessary because of an *illness, injury* or surgery causing anatomical functional impairment, or from a congenital defect.
- The first pair of contacts or corrective lenses and frames following treatment of keratoconus or post- cataract surgery.
- Surgically implanted internal *prostheses* and functional devices that we determine to be *medically necessary* to correct a significant functional disorder (e.g. heart pacemakers and hip joints).
- Repair and/or replacement of equipment or parts due to normal wear and tear is covered only when *medically necessary*.
- *Prosthetic terminal devices*, including *prosthetics* that substitute for the function of a hand (such as a hook or hand).

*Covered Services* do not include:

- Repairs and/or replacement of parts or devices worn out due to misuse or abuse.
- Model upgrades.
- Custom breast prosthesis.
- Any biomechanical devices. Biomechanical devices are any external *prosthetics* operated through or in conjunction with nerve conduction or other electrical impulses.

## **RECONSTRUCTIVE SURGICAL SERVICES**

*Covered Services* include:

1. Surgeries for the correction of disease or *injury* which cause anatomical functional impairment. Coverage of surgical procedures will be based upon the reasonable expectation that the condition or disease will be corrected. The determination process will include our clinical and medical criteria.
2. Reconstructive surgery incidental to medically necessary treatment of medically diagnosed services required for the repair of an accidental *injury*, congenital defects and birth abnormalities for eligible *dependent* children.
3. Surgical services for breast reconstruction and for post-operative *prostheses* incidental to a *medically necessary* mastectomy. Coverage includes reconstruction of the breast on which the mastectomy has been performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, *prostheses* and physical complications for all stages of mastectomy, including lymphedemas and external postoperative *prostheses* subject to all of the terms and conditions of the *policy*.

*Covered Services* do not include:

1. Breast reduction which is not *medically necessary*, except following a covered mastectomy or *medically necessary* treatment of gender dysphoria, as specifically provided herein.
2. Rhinoplasty and associated surgery, rhytidectomy or rhytidoplasty, breast augmentation (except following a covered mastectomy or *medically necessary* treatment for gender dysphoria as specifically stated herein), blepharoplasty without visual impairment, otoplasty, skin lesions when there is no functional impairment or suspicion of malignancy or located in an area of high friction, or keloids, procedures utilizing an implant which does not alter physiologic function, treatment or surgery for sagging or extra skin, or liposuction.

## **REHABILITATION SERVICES**



Short term Rehabilitation Services and treatments for acute conditions when significant improvements can be expected in a predictable period of time are covered. A "predictable period of time" means the length of time as submitted by the *PCP* or referring *physician* or as determined by the rehabilitation *specialist*, and will require *prior authorization* by us.

Rehabilitative Services include, but are not limited to, the following:

- Physical therapy
- Occupational therapy
- Cardiac rehabilitation
- Pulmonary rehabilitation
- Speech and language services limited to:
  1. Corrections of speech impairment, cognitive or perceptual deficits related to an accident, *injury*, stroke or surgical procedure or *Autism Spectrum Disorder*.
  2. Therapies for organic swallowing disorders that are related to a medical condition, such as multiple sclerosis and muscular dystrophy.

Children's early intervention therapy is covered when provided by licensed and credentialed occupational therapists, physical therapists, speech-language pathologists, and clinical social workers for children at birth to 36 months of age with an identified developmental disability and/or delay.

*Rehabilitation therapy* for physical impairments in *members* with *Autism Spectrum Disorders* that develops or restores, to the maximum extent practicable, the functioning of an individual, is considered *medically necessary* when criteria for *rehabilitation therapy* are met.

Please refer to your *Schedule of Benefits* for maximum allowable day limit per *calendar year*.

Except for *medically necessary* services related to *behavioral health* treatment for *Autism Spectrum Disorders*, the following limitations apply to Rehabilitative Services:

- Routine and/or non-acute speech therapy is not covered.
- Services and treatment must be for acute impairment of capacity due to accidental *injury* or other medical conditions.
- Services are provided on either an *outpatient*, *inpatient* or home basis as determined by the *PCP*, referring *physician* or rehabilitation *specialist* and us.
- Rehabilitative services are limited to the maximum allowable number of days per year, as specified in the *Schedule of Benefits*, for all services and conditions combined regardless of the number of *injuries* or *illnesses* in one *calendar year*.
- Services provided on the same day, regardless of place of service (*inpatient* rehabilitation, *home health*, or *outpatient* facility, or any combination thereof), will count as one day towards the maximum allowable number of days per year, as specified in the *Schedule of Benefits*.
- Rehabilitative services provided during an *inpatient hospitals* stay for which rehabilitation is not the primary reason for the *hospital* stay, will not apply to the maximum allowable number of days per year, as specified in the *Schedule of Benefits*.

*Covered Services* do not include:

- Rehabilitative services related to 1) Maintaining physical condition; 2) *maintenance* therapy for a Chronic Condition are not *covered services*.
- Continued and repetitive rehabilitative treatment without a clearly defined endpoint is considered *maintenance* and is not covered.
- Functional capacity or work capacity evaluations are not covered.

## **SECOND OPINION**

This *policy* covers second opinion by a *physician*. A second opinion is an additional evaluation of a *member's* condition by a *physician* to provide their view about the condition and how it should be treated. To request a *referral* to a *specialist* for a second opinion, contact your *PCP*. All second opinions must be provided by a *physician* who has training and expertise in the *illness*, disease or condition associated with the request.

## **SKILLED NURSING SERVICES**

*Skilled nursing facility* services are covered when determined to be *medically necessary*. *Covered services* include:

- Admission to a *skilled nursing facility* when appropriate and *medically necessary*.
- Medical care and treatment, including room and board in semi-private accommodations at a *skilled nursing facility* which is a *network provider* for non-custodial care.
- *Covered services* shall be of a temporary nature and must be supported by a treatment plan.
- *Covered services* must be approved in advance through your *PCP* and us with expectations of rehabilitation and increased ability to function within a reasonable and generally predictable period of time.
- *Covered services* are limited to the maximum allowable number of days per year, as specified in the *Schedule of Benefits*, for all services and conditions combined regardless of the number of *injuries* or *illnesses* in one *calendar year*.

*Covered Services* do not include:

- Custodial or domiciliary care
- Long-term care admissions

## **SLEEP STUDIES**

Sleep studies are *covered services* 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.

## **SPINAL MANIPULATIONS**

*Covered Services* for spinal manipulations are covered when determined to be *medically necessary*.

## **TELEHEALTH SERVICES**

We will provide health care services through *telehealth* under, the following conditions:

1. We would otherwise provide coverage for the service when provided in person by the *health professional*; and
2. The *member* is accessing care through a *network provider* as defined by their Health Plan.

Medically necessary *telehealth services* are subject to the same clinical and *utilization review* criteria, plan requirements and limitations as the same health care services when delivered to a *member* in person.

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

Services not covered include but are not limited to:

Services through *telehealth* if such services are not otherwise covered when provided in-person. Additionally, the sole use of an audio-only telephone, a video-only system, a facsimile machine, instant messages or electronic mail without an interaction between the *member* and health care provider for the purpose of diagnosis, consultation or treatment is also not covered.

### **TEMPOROMANDIBULAR SERVICES (TMJ)**

*Covered Services* include *medically necessary* services and treatment for temporomandibular joint syndrome (TMJ) including diagnosis and treatment of TMJ that is recognized by the medical or dental profession as effective and appropriate treatment, including intra-oral splints that stabilize the jaw joint.

*Covered Services* include services that arise from the following:

- Accidental *injury*
- Physical trauma to the mandible or lower jaw
- Tumor
- Congenital defects or developmental defect
- Orthognathic treatment/surgery, dental and orthodontic services and/or appliances that are orthognathic in nature or change the occlusion of the teeth (external or intra-oral) are covered if approved as *medically necessary*

### **Surgery and Related Services (Often Referred to as “Orthognathic Surgery” or “Maxillary and Mandibular Osteotomy”)**

For the purpose of correcting the malposition or improper development of the bones of the upper or lower jaw or associated bone joints, except when such procedures are *medically necessary*.

The *copayment* or *coinsurance* for TMJ services in connection with acute dislocation of the mandible will vary by place of service pursuant to the *inpatient* and *outpatient services* benefits, respectively. Refer to the *Schedule of Benefits* to determine the applicable *copayment* and/or *coinsurance*.

### **TRANSPLANT SERVICES - ORGAN & TISSUE**

*Covered services* for transplant service expenses:

Transplants are a *covered service* when a *member* is accepted as a transplant candidate and pre-authorized in accordance with this *policy*. *Prior authorization* must be obtained through the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy, 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.

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

Once medical compatibility has determined that a *member* and donor are an appropriate candidate for a *medically necessary* transplant, or live donation, *covered services* will be provided for both the transplant recipient and the donor:

1. Pre-transplant evaluation services including medical consultations, office visits, laboratory, and diagnostic testing.
2. Pre-transplant collection or harvesting of the organ from the donor.
3. Left Ventricular Assist Devices (LVAD) (only when used as a bridge to a heart transplant).
4. Including *outpatient covered services* related to the transplant surgery, pre-transplant laboratory testing and treatment; such as high dose chemotherapy, peripheral stem cell collection, and other immunosuppressive drug therapy, etc. Also included is the 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.
5. Pre-transplant stabilization, meaning an *inpatient stay* for *medically necessary* stabilization to prepare for a later transplant, whether or not the transplant occurs.
6. The transplant itself, including the acquisition cost for the organ or bone marrow when authorized through the *Center of Excellence* and services are performed at *network* facility.
7. Post-transplant follow-up visits and treatments including medical consultations, office visits, laboratory, and diagnostic testing.
8. Transplant benefit expenses include services related to donor search and acceptability testing of potential live donors.
9. All ancillary costs incurred and medical expenses by the donor; shall be paid under the transplant recipient policy, this includes travel, lodging, food, and mileage. Please refer to the "Member Transplant Travel Reimbursement Policy" for outlined details on reimbursement limitations at <https://ambetter.azcompletehealth.com/resources/handbooks-forms.html>.

These medical expenses are covered services under the *member's policy*, 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 policy*.

Ancillary *Center of Excellence* and our 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*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy:

1. We will pay for the following services when the *member* is required to travel more than 60 miles from the *residence* to the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy:
2. We will pay for the following services, subject to the maximum identified in the *Schedule of Benefits*:
  - a. Transportation for the *member*, any live donor, and the *immediate family* to accompany to and from the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy in the United States.
  - b. When the *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. Please refer to [www.irs.gov](http://www.irs.gov) for additional information on the current IRS mileage standard.
  - d. Lodging at or near the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy for any live donor and the *immediate family* accompanying the *member* while the *member* is confined in the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy 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.com](http://www.Ambetter.com).

#### **Non-Covered Services and Exclusions:**

In addition to any other exclusions and limitations described in this *policy*, there are no benefits provided or paid under these Transplant Service Expense Benefits for the following:

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 a human organ or tissue, not obtained through the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy.
4. To keep a donor alive for the transplant operation, except when authorized through the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy.
5. For a live donor to receive an organ transplant to replace the donated organ.
6. Related to transplants unauthorized through the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy and is not included under this provision as a transplant.

7. For a transplant under study in an ongoing phase I or II clinical trial as set forth in the United States Food and Drug Administration (FDA) regulation, regardless of whether the trial is subject to FDA oversight.
8. The acquisition cost for the organ or bone marrow, when provided at an unauthorized facility or not obtained through the *Center of Excellence*, a *network* facility, or in our approved non-*network* facility when there is no *network* adequacy.
9. For any transplant services and/or travel related expenses for the *member* and donor, when performed outside of the United States.
10. The following ancillary items listed below, will not be subject to *member* reimbursement under this *policy*:
  - a. Alcohol/tobacco
  - b. Car Rental (unless pre-approved by Case Management)
  - c. Vehicle Maintenance for motorized and hybrid, and electric car (includes: any repairs/parts, labor, general maintenance, towing, roadside assistance, etc.)
  - d. Parking, such as but not limited to hotel, valet or any offsite parking other than *hospital*.
  - e. Storage rental units, temporary housing incurring rent/mortgage payments
  - f. Utilities, such as gas, water, electric, housekeeping services, lawn maintenance, etc.
  - g. Speeding tickets
  - h. Entertainment (e.g., movies, visits to museums, additional mileage for sightseeing, etc.)
  - i. For any services related to pet care, boarding, lodging, food, and/or travel expenses; other than those related to certified/registered service animal(s)
  - j. Expenses for persons other than the patient and his/her covered companion
  - k. Expenses for lodging when *member* is staying with a relative
  - l. Any expense not supported by a receipt
  - m. Upgrades to first class travel (air, bus, and train)
  - n. Personal care items (e.g., shampoo, deodorant, clothes)
  - o. Luggage or travel related items including passport/passport card, REAL ID travel ids, travel insurance, TSA 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. Any fuel costs / charging station fees for electric cars, not related to travel to and from the *Center of Excellence* or our approved facility when there is no *network* adequacy

### **Organ Transplant Medication Notification**

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

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

At the time a patient requests a refill of the immunosuppressant drug, we may provide the patient with the written notification required above along with a 60-day supply of the immunosuppressant drug under the same terms as previously allowed.

### **URGENT CARE SERVICES**

We encourage *members* to contact their *PCP* before seeking *urgent care* services.

*Covered services for urgent care:*

1. Include treatment for unforeseen medical conditions (initial visit only).
2. Are determined by the plan in accordance with generally accepted medical standards to have been necessary to treat a condition requiring prompt medical attention.
3. Treatment provided by a *network provider*.

*Covered Services* do not include:

1. Continuing, routine or follow-up care in an *urgent care* facility, unless *authorized* by your *PCP*.
2. Treatment provided by a *non-network provider*.

**Services performed at an *urgent care* facility (including but not limited to: x-rays and lab testing) may be subjected to additional *member cost sharing* above the *urgent care cost sharing*.**

***Routine care provided by an *urgent care* provider is not covered unless *authorized* by your *PCP*.*** The *member* will be financially responsible for any *urgent care* provider expenses for non-*urgent care*. *Routine care* includes, but is not limited to, conditions such as colds, flu, sore throats, superficial injuries, minor infections, follow-up care and preventive care.

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

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 examination
  - a. Refraction;
  - b. Dilation;
  - c. Contact lens fitting.
2. 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 evaluation/aids.

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

Services not covered:

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

### **MEDICAL VISION SERVICES**

*Covered services* include:

- 1. Vision screenings to diagnose and treat a suspected disease or *injury* of the eye.
- 2. Vision screenings to determine the presence of refractive error.
- 3. *Members* who have been diagnosed with diabetes may once each year visit an eye care *specialist*, for the purpose of receiving an eye examination for the detection of eye disease.

Vision services under the medical portion of this *policy* do not include:

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

### **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 *policy*. The benefits and services provided may include transportation to health services, assistance with childcare, access to healthy meals, and other relevant services based on need. The benefits are available as long as coverage remains active, unless changed by us. Upon termination of coverage, the benefits are no longer available. All *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 *member*. The benefits and services available at any given time are made part of this *policy* by this reference and are subject to change by us through an update to information available on our website or by contacting us.

*Social determinants of health* benefits and services may be offered to *members* through the “My Health Pays” wellness program and through our websites. *Members* may receive notifications about available



benefits and services through emails and/or through the “My Health Pays” notification system. To inquire about these benefits and services or other benefits available, you may visit our website at <https://ambetter.azcompletehealth.com/> or by contacting Member Services at 1-866-918-4450 (TTY: 711).

### **WELLNESS AND OTHER PROGRAM BENEFITS**

Benefits may be available to *members* for participating in certain programs that we may make available in connection with this *policy*. Such programs may include wellness programs 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 <https://ambetter.azcompletehealth.com/> or by contacting Member Services by telephone at 1-866-918-4450 (TTY: 711). The benefits are available as long as coverage remains active, unless changed by us as described in the programs’ terms and conditions. Upon termination of coverage, program benefits are no longer available. All *members* are eligible for program benefits upon obtaining coverage. The programs are optional, and the benefits are made available at no additional cost to the *member*. The programs and benefits available at any given time are made part of this *policy* by this reference and are subject to change by us through updates available on our website or by contacting us.

### **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:

1. Better understand and manage your health conditions
2. Coordinate services
3. 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, which are optional benefits available to all *members*, please call Member Services at 1-866-918-4450 (TTY: 711).

### **X-RAY AND LABORATORY SERVICES**

*Covered services* include:

- Diagnostic x-rays
- Electrocardiograms
- Laboratory tests
- Portable x-rays

- X-ray therapy
- Fluoroscopy
- Therapeutic radiology services
- Mammography screenings

***Copayments and coinsurance may be different depending on whether the services are received at a physician's office, or a hospital, outpatient surgery facility or ambulatory surgical facility.***

# GENERAL NON-COVERED SERVICES AND EXCLUSIONS

In addition to the limitations and exclusions described in the section titled Medical Expenses Benefit the following services are not covered or are limited in benefit application unless expressly stated herein:

## **Abortions**

Elective abortions are not covered under this Health Plan. Abortions which are determined to be *medically necessary* to save the life of the *member*, or due to rape, incest, life-endangerment, or necessary to avert substantial and irreversible impairment of a major bodily function of the *member* having the abortion are covered.

## **Alternative Therapies**

Acupuncture, acupressure, hypnotherapy, biofeedback (when prescribed for reasons other than pain management), behavior training, educational, recreational, art, dance, dry needling, sex, sleep or music therapy, and other forms of holistic treatment or alternative therapies, unless otherwise specifically stated as a *covered service* herein.

## **Applied Behavior Health Therapy (ABA)**

ABA is only covered for the treatment of *Autism Spectrum Disorder*. The following services are not covered:

1. Sensory Integration;
2. LOVAAS Therapy; and
3. Music Therapy.

## **Bariatric Surgery**

We provide benefits for *medically necessary* and not *experimental, unproved or investigational*. These *covered services* must be *authorized* by us in accordance with our evidence based criteria for this intervention contained in our National Medical Policy on Bariatric Surgery which can be found at <https://ambetter.azcompletehealth.com/> under the medical policies link. Benefits are not payable for expenses excluded in this *policy* or for the following:

- Jejunoileal bypass (jejuno-colic bypass)
- Loop Gastric Bypass (i.e., "Mini-Gastric Bypass")
- Open sleeve gastrectomy
- Gastric balloon
- Gastric wrapping
- Gastric Imbrication
- Gastric pacing
- Fobi pouch

## **Blood Products**

Collection and/or storage of blood products to include stem cells for any unscheduled medical procedure, or non-covered medical procedures. Salvage and storage of umbilical cord and/or after birth are not covered.

## Braces

1. Over-the-counter braces;
2. Prophylactic braces;
3. Braces used primarily for sports activities.

## Breast Implants, Prostheses

Breast implants, including replacement, except when *medically necessary*, and related to a *medically necessary* mastectomy. Removal of breast implants, except when *medically necessary*.

## Cannabis or Marijuana

For any medicinal or recreational use of cannabis or marijuana.

## Chiropractic Care

- Any services provided by a non-*network* chiropractor regardless of whether the services were obtained within or outside of the Health Plan's *service area*;
- Any services, including consultations (except for the initial evaluation visit), that are not *authorized* by the designated Chiropractic provider as shown in the *Schedule of Benefits*;
- Any treatments or services, including x-rays, determined to not be related to neuromusculoskeletal disorders;
- Services which are not provided in a *network* chiropractor's office;
- Services or expenses which exceed the *member's* maximum allowable benefit. Services which exceed the *member's* maximum allowable benefit will be the *member's* financial responsibility;
- Expenses incurred for any services provided before coverage begins or after coverage ends according to the terms of this *policy*;
- Preventive care, educational programs, non-medical self-care, self-help training, or any related diagnostic testing, except that which occurs during the normal course of covered chiropractic treatment;
- Prescription medications. Vitamins, nutritional supplements or related products, even if they are prescribed or recommended by a *network* chiropractor;
- Services provided on an *inpatient* basis;
- Rental or purchase of *Durable Medical Equipment*, air conditioners, air purifiers, therapeutic mattresses, supplies or any other similar devices, appliances or equipment as ordered by *network* chiropractor even if their use or installation is for the purpose of providing therapy or easy access;
- Expenses resulting from a missed appointment which the *member* failed to cancel;
- Treatment primarily for purposes of obesity or weight control;
- Vocational rehabilitation and long-term rehabilitation;
- Hypnotherapy, acupuncture, behavior training, sleep therapy, massage (if not associated with spinal, muscle, or joint manipulation);
- Radiological procedures performed on equipment not certified, registered or licensed by the State of Arizona, or the appropriate licensing agency, and/or radiological procedures that, when reviewed by the designated Chiropractic provider as shown in the *Schedule of Benefits*, are determined to be of such poor quality that they cannot safely be utilized in diagnosis or treatment;
- Services, lab tests, x-rays and other treatments not documented as clinically necessary as appropriate or classified as *experimental, unproved or investigational* and/or as being in the research stage;

- Services and/or treatments that are not documented as *medically necessary* services;
- All auxiliary aids and services, including, but not limited to, interpreters, transcription services, written materials, telecommunications devices, telephone handset amplifiers, television decoders and telephones compatible with hearing aids;
- Adjunctive therapy not associated with spinal, muscle or joint manipulation;
- Manipulation under anesthesia.

### **Circumcision**

Non- *medically necessary* circumcisions after the *newborn period*, including cases of premature birth.

### **Communication and Accessibility Services**

Provider expenses for interpretation, translation, accessibility or special accommodations.

### **Complications of Non-Covered Expenses**

Complications of an ineligible or excluded condition, procedure or service (non-covered expenses), including services received without *authorization*.

### **Cosmetic Surgery or Reconstructive Surgery**

*Cosmetic* or Reconstructive surgery, which in the opinion of us is, performed to alter an abnormal or normal structure solely to render it more esthetically pleasing where no significant anatomical functional impairment exists. The following are examples of non- *covered services*:

- Rhinoplasty and associated surgery
- Rhytidectomy or rhytidoplasty
- Breast augmentation/implantation
- Blepharoplasty without visual impairment
- Breast reduction which is not *medically necessary*, as determined by us
- Otoplasty
- Skin lesions without functional impairment, suspicion of malignancy or located in area of high friction
- Keloids
- Procedures utilizing an implant which does not alter physiologic function
- Treatment or surgery for sagging or extra skin
- Liposuction
- Non- *medically necessary* removal or replacement of breast implants, as determined by us

*Cosmetic* or reconstructive surgery performed, in our opinion, to correct injuries that are the result of accidental *injury* is a *covered service*. In addition, this exclusion does not apply to breast reconstruction incidental to a covered mastectomy for either the breast on which the mastectomy has been performed or for surgery and reconstruction of the other breast to produce a symmetrical appearance. Reconstructive surgery incidental to birth abnormalities of a covered *dependent* is limited to the *medically necessary* care and treatment of medically diagnosed congenital defect and birth abnormalities of a newborn, adopted child or child placed for adoption. Surgery will be covered past the *newborn period* if *medically necessary* and medical criteria are met.

## Counseling Services

Unless otherwise specifically stated as a covered service herein.

1. Counseling for conditions that the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders* (DSM) identifies as relational problems (e.g. couples counseling, family counseling for relation problems) **Note:** DSM is the handbook used by health care professionals in the United States as the authoritative guide to the diagnosis of mental disorders. DSM contains descriptions, symptoms, and other criteria for diagnosing mental disorders. The DSM provides a common language for clinicians to communicate about their patients and establishes consistent and reliable diagnoses that are related to mental disorders
2. Counseling for conditions that the DSM identifies as additional conditions that may be a focus of clinical attention (e.g. educational, social, occupational, religious, or other maladjustments)
3. Sensitivity or stress-management training and self-help training

## Court or Police Ordered Services

Examinations, reports or appearances in connection with legal proceedings, including child custody, parole and/or probation and other court ordered related issues. Services, supplies or accommodations pursuant to a court or police order, whether or not *injury* or *illness* is involved, unless otherwise noted within the *policy* or *medically necessary*.

## Custodial Care

Any service, supply, care or treatment that we determine to be incurred for rest, domiciliary, convalescent or *custodial care*. Examples of non- *covered services* include:

- Any assistance with activities of daily living, such as walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medications;
- Any care that can be performed safely and effectively by a person who does not require a license or certification or the presence of a supervisory nurse;
- Non-covered *custodial care* services no matter who provides, prescribes, recommends or performs those services;
- Services of a person who resides in the *member's* home, or a person who qualifies as a *family member*;
- The fact that certain *covered services* are provided while the *member* is receiving *custodial care* does not require us to cover *custodial care*.

## Devices

Bionic and hydraulic devices, except when otherwise specifically described herein.

## Dietary Food or Nutritional Supplements

Non- *covered services* include the following:

1. Non-Medical Dietary food, Non-Medical nutritional supplements, Non-Medical special formulas, and special diets provided on an *outpatient*, ambulatory or home setting;
2. Non-Medical Food supplements and Non-Medical formulas, including Non-Medical enteral nutrition formula, provided in an *outpatient*, ambulatory or home setting except as otherwise stated herein or in the *Schedule of Benefits*;
3. Non-Medical Nutritional supplementation ordered primarily to boost protein-caloric intake or the mainstay of a daily nutritional plan in the absence of other pathology, except as otherwise stated herein or in the *Schedule of Benefits*. This includes those nutritional supplements given between meals to increase daily protein and caloric intake;

4. Services of nutritionists and dietitians, except as incidentally provided in connection with other *covered services*.

### **Disability Certifications**

Disability Certifications if not required by us.

### **Durable Medical Equipment**

*Durable Medical Equipment* that fails to meet the criteria as established by us. Examples of non-*covered services* include, but are not limited to the following:

- Exercise equipment, air purifiers, central or unit air conditioners, water purifiers, allergenic pillows, mattresses, or waterbeds, escalators or elevators, ramps, automobile modifications, safety bars, saunas, swimming pools, Jacuzzi or whirlpools, and hygienic equipment;
- Equipment for a patient in an institution that is ordinarily provided by an institution, such as wheelchairs, *hospital* beds and oxygen tents, unless these items have been *authorized* by us;
- More than one *DME* device designed to provide essentially the same function;
- Deluxe, electric, model upgrades, specialized or custom *durable medical equipment, prosthetics* or orthotics or other non-standard equipment;
- Repair or replacement of deluxe, electric, specialized or custom *durable medical equipment, model upgrades*, and portable equipment for travel;
- Transcutaneous Electrical Nerve Stimulation (TENS) units;
- Scooters and other power operated vehicles;
- Warning devices, stethoscopes, blood pressure cuffs, or other types of apparatus used for diagnosis or monitoring;
- Model upgrades and duplicates, except as specifically listed as being covered herein;
- Repair, replacement or routine *maintenance* of equipment or parts due to misuse or abuse;
- Over-the counter braces and other *DME* devices, except as specifically listed as being covered herein;
- Prophylactic braces and other *DME* devices, except as specifically listed as being covered herein;
- Braces used primarily for sports activities;
- ThAIRapy® vests, except when our medical criteria is met;
- Communication devices (speech generating devices) and/or training to use such devices; and
- Pulse oximeters.

### **Emergency Services**

Use of *emergency* facilities for non-*emergency* purposes. *Routine care*, follow-up care or continuing care provided in an *emergency* facility, unless such services were *authorized* by the *PCP* or us.

### **Exercise Programs**

Exercise programs, yoga, hiking, rock climbing and any other types of sports activity, equipment, clothing or devices.

### **Ex-Member (Services for)**

Benefits and services provided to an ex- *member* after termination of the ex- *member*.

## **Experimental, Investigational Procedures, Devices, Equipment and Medications**

*Experimental, unproved or investigational* medical, surgical or other *experimental* health care procedures, services, supplies, medications, devices, equipment or substances. *Experimental, unproved or investigational* procedures, services or supplies are those which, in our judgment:

- Are in a testing stage or in field trials on animals or humans;
- Do not have required final federal regulatory approval for commercial distribution for the specific indications and methods of use assessed;
- Are not in accordance with *generally accepted standards of medical practice*;
- Have not yet been shown to be consistently effective for the diagnosis or treatment of the *member's* condition;
- Are medications or substances being used for other than FDA approved indications; and/or
- Are medications labeled "Caution, Limited by Federal Law to Investigational Use".

This exclusion does not apply to coverage for routine patient costs provided to *members* participating in approved Clinical Trials as required by state and federal law and defined in this *policy*.

## **Family Member (Services Provided by) and Member Self-Treatment**

Professional services, supplies or provider *referrals* received from or rendered by a non-Ambetter from Arizona Complete Health contracted *immediate family member* (*spouse*, domestic partner, child, parent, grandparent or sibling related by blood, marriage or adoption) or prescribed or ordered by a non-Ambetter from Arizona Complete Health contracted *immediate family member* of the *member*; *Member* self-treatment including, but not limited to self-prescribed medications and medical self-ordered services.

## **Foot Orthotics**

See exclusion titled *orthotics*.

## **Fraudulent Services**

Services or supplies that are obtained by a *member* or non-*member* by, through or otherwise due to fraud.

## **Gastric Stapling/Gastroplasty**

Open vertical banded gastroplasty, laparoscopic vertical banded gastroplasty, open sleeve gastrectomy, and open adjustable gastric banding.

## **Genetic Testing, Amniocentesis**

Services or supplies in connection with genetic testing, except those which are *medically necessary* or included in the preventive services section, as determined by us. Genetic testing, amniocentesis, ultrasound, or any other procedure required solely for the purpose of determining the sex of a fetus.

## **Governmental Hospital Services**

Services provided by any governmental unit except as required by federal law for treatment of veterans in Veterans Administration or armed forces facilities for non-service related medical conditions. Care for conditions that federal, state, or local law requires treatment in a public facility.

## **Habilitative Services**

*Habilitative services* when medical documentation does not support the *medical necessity* because of the *member's* inability to progress toward the treatment plan goals or when a *member* has already met the treatment plan goals.



Speech therapy is not covered for occupational or recreational voice strain that could be needed by professional or amateur voice users, including, but not limited to, public speakers, singers, cheerleaders. Examples of health care services that are not habilitative include, but are not limited to, *respite care*, day care, recreational care, residential treatment, social services, *custodial care*, or education services of any kind, including, but not limited to, vocational training.

### **Hair Analysis, Treatment and Replacement**

Testing using a patient's hair except to detect lead or arsenic poisoning; hair growth creams and medications; implants; scalp reductions.

### **Heavy Metal Screening and Mineral Studies**

Heavy metal screenings and mineral studies. Screening for lead poisoning is covered when directed through the *PCP*.

### **Home Maternity Services**

For *Non-Medical services* or supplies for maternity deliveries at home, other than those required for medical professional or *medically necessary* treatment.

### **Household and Automobile Equipment and Fixtures**

Purchase or rental of household equipment or fixtures having customary purposes that are not medical. Examples of *Non-covered services* include: exercise equipment, air purifiers, central or unit air conditioners, water purifiers, allergenic pillows, mattresses or waterbeds, escalators or elevators, ramps, automobile modifications, safety bars, saunas, swimming pools, Jacuzzi or whirlpools, hygienic equipment or other household fixtures.

### **Immunizations/Travel and Occupational**

Immunizations that are not *medically necessary* or medically indicated. This includes those used for travel and occupational.

### **Ineligible Status**

Services or supplies provided before the *effective date* of coverage are not covered. Services or supplies provided after midnight on the *effective date* of cancellation of coverage are not covered.

A service is considered provided on the day it is performed. A supply is considered provided on the day it is dispensed.

### **Infertility Services**

Services associated with infertility are limited to diagnostic service rendered for infertility evaluation.

The following services and treatments are not covered:

- Artificial insemination services
- Reversal of voluntary sterilization procedures
- In vitro fertilization
- Embryo or ovum transfer
- Zygote transfers
- Gamete transfers
- GIFT procedure
- Cost of donor sperm or sperm banking
- Foams and condoms

- Medications used to treat infertility
- Services, procedures, devices and medications associated with impotence and/or erectile dysfunction unless otherwise specifically stated herein

### **Institutional Requirements**

Expenses for services provided solely to satisfy institutional requirements.

### **Late Fees, Collection Expenses, Court Costs, Attorney Fees**

Any late fees or collection expenses that a *member* incurs incidental to the payment of services received from providers, except as may be required by state or federal law. Court costs and attorney fees. Costs due to failure of the *member* to disclose insurance information at the time of treatment.

### **License (Not Within the Scope of)**

Services beyond the scope of a provider's license

### **Lost Wages and Compensation for Time**

Lost wages for any reason. Compensation for time spent seeking services or coverage for services.

### **Massage Therapist**

For expenses, services, and treatments from a massage therapist to touch and manipulate the muscles and other soft tissues of the body.

### **Medical Supplies**

Consumable or disposable medical supplies, except as specifically provided herein. Examples of non-covered services include bandages, gauze, alcohol swabs and dressings, foot coverings, leotards, elastic knee and elbow Supports not provided in the *PCP's* office, except as required by state or Federal law. Medical supplies necessary to operate a non-covered *prosthetic device* or item of *DME*.

### **Mental Health**

*Covered Services* do not include the following:

- Pre-marital counseling;
- Testing of aptitude, ability, intelligence or interest;
- Evaluation for the purpose of maintaining employment;
- Expenses incurred for missed appointments or appointments not canceled 24 hours in advance;
- Wilderness programs and/or therapeutic boarding schools that are not licensed as *Residential Treatment Centers*.

### **Missed Appointments, Telephone and Other Expenses**

The following are not covered:

1. Expenses made to *member* by a provider for not keeping or the late cancellation of appointments.
2. Charges by *members* or providers for telephone consultations, except for Services provided through *telehealth* if such services are otherwise covered when provided in person, and clerical services for completion of special reports or forms of any type, including but not limited to Disability certifications are not covered.
3. Charges by *members* or providers for copies of medical records supplied by a health care provider to *member*.

### **Naprapathic/Naprapathy Treatments**

For expenses, services, and treatments from a naprapathic *specialist* for conditions caused by contracted, injured, spasmed, bruised, and/or otherwise affected myofascial or connective tissue.

### **Naturopathic Treatments**

For expenses, services, and treatments from a naturopathic *specialist* for treatment of prevention, self-healing and use of natural therapies.

### **Non-Licensed Providers**

Treatment or services rendered by non-licensed health care providers and treatment or services outside the scope of a license of a licensed health care provider or services for which the provider of services is not required to be licensed. This includes treatment or services from a non-licensed provider under the supervision of a licensed *physician*, except for services related to *behavioral health* treatment for *autism spectrum disorder*.

### **Non- Medically Necessary Services**

Services, supplies, treatments or accommodations which are not *medically necessary* except as specifically described herein.

### **Non-Network Pharmacy**

Benefits and services from *non- network pharmacies* (any Pharmacy that has not contracted with Ambetter from Arizona Complete Health to provide prescription medications to *members* covered under this *policy*) are not covered.

### **Non-Network Provider (Services Rendered by)**

Benefits and services from *non-network providers*, except in the case of a medical *emergency* or under an approved *network* exception.

### **Nutritionists**

Services of nutritionists and dietitians, except as incidentally provided in connection with other *covered services*.

### **Obesity**

Treatment or surgery for obesity, weight reduction or weight control, except when provided for morbid obesity or as a Preventive Care Services.

### **Orthotics**

1. Repair, *maintenance* and repairs due to misuse and/or abuse.
2. Over-the-counter items, except as specifically listed as being covered herein.
3. Prophylactic braces.
4. Braces used primarily for sports activities.

### **Out-of-Service Area Services**

Unauthorized services received outside of *service area*, except for *emergency services* while traveling outside the United States for up to a maximum of 90 consecutive days, or as defined in this *policy*. Examples of non-covered services include the following:

1. Non-emergent services or treatments which could have been provided by a *network provider* within the *service area*;
2. Non-emergent services which were furnished after the *member's* condition would have permitted the *member* to return to the *service area* for continued care;
3. Non-emergent services connected with conditions resulting during travel which had been advised against because of health reasons such as impending surgery and/or delivery. This does not apply to *emergency services* as defined in this *policy*; and
4. Treatment in progress by a *network provider*.

### **Over-the-Counter Items and Medications**

Over-the-counter items and medications, except as specifically listed as a *covered service* herein. Exceptions covered herein include covered Preventive Medications, and medications as indicated under the provisions titled Diabetic Supplies, Equipment and Devices. For purposes of this *policy*, over-the-counter is defined as any item, supply or medication which can be purchased or obtained from a vendor or without a prescription.

### **Oxygen**

Oxygen when services are outside of the *service area* and non-emergent or urgent, or when used for convenience when traveling within or outside of the *service area*.

### **Paternity Testing**

Diagnostic testing to establish paternity of a child.

### **Personal Comfort Items**

Personal comfort or convenience items, including services such as guest meals and accommodations, telephone expenses, non-*Qualified Travel Expenditures*, take-home supplies, barber or beauty services, radio, television and private rooms unless the private room is *medically necessary*.

### **Physical and Psychiatric Examinations**

Physical health examinations in connection with the following:

1. Obtaining or maintaining employment,
2. Obtaining or maintaining insurance qualification.

Psychiatric or psychological examinations, testing and/or other services in connection with:

1. Obtaining or maintaining employment
2. Obtaining or maintaining insurance relating to employment or insurance
3. Obtaining or maintaining any type of license
4. Medical research

### **Physical Conditioning**

Health conditioning programs and other types of physical fitness training. Exercise equipment, clothing, performance enhancing drugs, nutritional supplements and other regimes.

**Prescription Medications**

Refer to the *outpatient prescription drug* benefit for the restrictions and limitations that apply.

**Private Duty Nursing**

*Private Duty Nursing* and private rooms except when determined to be *medically necessary* as determined by us. *Private Duty Nursing* does not include non-skilled care, *custodial care*, or *respite care*.

**Public or Private School**

Charges by any public or private school or halfway house, or by their employees.

**Radial Keratotomy, Lasik**

Radial Keratotomy, LASIK surgery and other refractive eye surgery.

**Residential Treatment Center**

Residential treatment that is not *medically necessary* is excluded. Admissions that are not considered medically appropriate and are not covered include admissions for wilderness center training; for *custodial care*; for a situational or environmental change; or as an alternative to placement in a foster home or halfway house.

**Respite Care**

For expenses, services or treatments for *respite care* to provide short-term relief for primary caregivers.

**Reversal of voluntary sterilization procedures**

Expenses for services to reverse voluntary sterilization.

**Shipping, Handling, Interest Expenses**

All shipping, delivery, handling or postage expenses except as incidentally provided without a separate charge, in connection with *covered services* or supplies. Interest or finance charges except as specifically required by law.

**Skin Titration Testing**

Skin titration (wrinkle method), cytotoxicity testing (Bryans Test), RAST testing, MAST testing, urine auto-injection, provocative and neutralization testing for allergies.

**Speech and Language Services**

Speech therapy services, *maintenance* and/or non-acute therapies, or therapies where a significant and measurable improvement of condition cannot be expected in a reasonable and generally predictable period of time as determined by us in consultation with the treating provider. Any combination of therapies (including speech and language therapies) that exceed the maximum allowable benefits as described in the *Schedule of Benefits*. Communication devices (speech generating devices). Rehabilitative services relating to developmental delay, provided for the purpose of maintaining physical condition, or *maintenance* therapy for a Chronic Condition are not covered. However, Rehabilitation and habilitation therapy for physical impairments in *members* with *autism spectrum disorders* that develops or restores, to the maximum extent practicable, the functioning of an individual, is considered *medically necessary* when criteria for rehabilitation and habilitation therapy are met.

## Substance Use Services

*Covered Services* do not include:

1. *Referral* for non- *medically necessary* services such as vocational programs or employment counseling.
2. Expenses related to a stay at a sober living facility. Sober living facilities are *custodial care* institutions, which are not a *covered service*.

## Surrogacy Arrangement

Health care services, including supplies and medication, to a *surrogate*, including a *member* and/or *family member* acting as a *surrogate* or utilizing the services of a *surrogate* who may or may not be a *member* and/or *family 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:

- Prenatal care;
- Intrapartum care (or care provided during delivery and childbirth);
- Postpartum care (or care for the *surrogate* following childbirth);
- Mental health services related to the *surrogacy arrangement*;
- Expenses relating to donor semen, including collection and preparation for implantation;
- Donor gamete or embryos or storage of same relating to a *surrogacy arrangement*;
- Use of frozen gamete or embryos to achieve future conception in a *surrogacy arrangement*;
- Preimplantation genetic diagnosis relating to a *surrogacy arrangement*;
- Any complications of the child or *surrogate* resulting from the pregnancy; or
- 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 a *member* possessing an active *policy* with us and/or the child possesses an active *policy* with us at the time of birth.

## Temporomandibular Joint Disorder (Treatment of)

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

1. Dental prosthesis or any treatment on or to the teeth, gums, or jaws and other services customarily provided by a dentist or dental *specialist*;
2. Treatment of pain or infection due to a dental cause, surgical correction of malocclusion prognathic surgery, orthodontia treatment, including *hospital* and related costs resulting from these services when determined to relate to malocclusion; and
3. Treatment of obstructive sleep apnea.

## Thermography

Thermography or thermograms related expenses.

## Transplant Services

*Covered Services* for transplants do not include:

1. Services, supplies and medications provided to a donor of organs and/or tissue, for transplants where the recipient is not a *member* covered under this *policy*.
2. Transplants that are considered *experimental*, *unproved* or *investigational*.
3. If you are the recipient of the transplant, and the donor for the transplant has no coverage from any other source, the benefits under this *policy* will be provided for both you and the donor. In this case, payments made for the donor will be charged against the *member's* benefits.

This exclusion does not apply to coverage for routine patient costs provided to *members* participating in approved Clinical Trials as required by state and federal law and defined in this *policy*.

### **Transportation Services**

Transportation of a *member* to or from any location for treatment or consultation, except for ambulance services associated with a *medically necessary emergency* condition and travel services associated with organ transplant benefits.

### **Travel Expenses**

Travel and room and board, even if prescribed by a *physician* for the purpose of obtaining *covered services*. This does not apply to *Qualified Travel Expenditures*.

### **Urgent Care Services**

Use of *urgent care facilities* for non-*urgent care* purposes, *routine care*, follow-up or continuing care provided in an *urgent care facility*, services provided by a non-*network urgent care facility*.

### **Vitamin B-12 Injections**

Vitamin B-12 injections are not covered except for the treatment of pernicious anemia when oral vitamin B cannot be absorbed.

### **Vocational Programs/Employment Counseling**

Vocational programs and counseling for employment, including counseling during mental *or substance use rehabilitation*.

### **Work-Related Injuries**

Expenses in connection with a work-related *injury* or *illness* for which coverage is provided under any state or federal Worker's Compensation, employer's liability or occupational disease law.

# TERMINATION

## Termination of Coverage:

This *policy* may be terminated by us upon occurrence of any of the following:

1. If premium payments for the *member* and enrolled *dependents* are not received within the grace period defined in this *policy*, coverage may automatically terminate. The date of termination will be the last day of the month for which premium payments have been received and accepted by our Accounts Receivable Department. Refer to the Reinstatement section below for further information on how to re-enroll.
2. If a *member* performs an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact under the terms of this *policy*, coverage for that individual may be terminated. Notice of termination will be provided by us and mailed to the *member's* address of record. Acts of fraud or intentional misrepresentation include the following:
  - a. knowingly furnishing incorrect or incomplete information to us in order to obtain benefits for the *member*, enrolled *dependents*, or a non-enrolled individual; or
  - b. allowing another person to use your *member* identification card, or allowing a *member* to use another person's *member* identification card.

An individual whose coverage is terminated under this provision will be prohibited from enrolling under any plan offered by us in the individual market. If a *member's* coverage is terminated under this provision, their enrolled *dependents* may apply for coverage under their own individual plan.

3. If we discontinue coverage for this particular *health plan* in the State of Arizona, coverage under this *policy* will terminate. A 90 day written notice of termination will be provided by us and mailed to the *member's* address of record. The *member*, and their enrolled *dependents*, will have the option of purchasing other health insurance offered by Ambetter from Arizona Complete Health in the individual market.
4. If we cease to offer coverage in the individual market in the State of Arizona, coverage under this *policy* will terminate. A 180 day written notice of termination will be provided by us and mailed to the *member's* address of record.
5. If a *dependent* fails to meet the eligibility requirements, coverage for that *dependent* will terminate without further notice to *member*. The *effective date* for termination under this *policy* will be the last day of the month in which the qualifying event occurred.
6. The date of termination that the Health Insurance Marketplace provides us upon your request of cancellation to the Health Insurance Marketplace, or if you enrolled directly with us, the 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. .

We are not responsible for the cost of health care services received by a *member* after the date of termination. If a *member* is confined in a *hospital* or other *inpatient* facility on the date of termination, coverage will cease on that date, except as specifically stated as otherwise herein.

If a *member* elects to terminate coverage hereunder, and accepts coverage under another health plan, we will pay expenses for that *member* until midnight on the date the *member's* coverage is scheduled to terminate.



## **Cancellation**

A *member* desiring to cancel this *policy* shall provide advance written notice to the *Federally Facilitated Marketplace*, or if an off-exchange *member* by written notice to the entity in which you enrolled. Benefits under this *policy* shall terminate for all *members* on the last day of the month for which cancellation has been requested, or on the last day of the month for which premium payments have been received by us, whichever first occurs. In no event will a request for cancellation be processed retroactive to the date for which premium payment has been received and accepted by our Accounts Receivable Department. Cancellation of *member's* membership will also terminate coverage for a *member's* enrolled *dependents*.

## **Refund upon Cancellation**

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

## **Loss of Dependent Eligibility**

A *dependent* whose coverage is terminated for *loss* of eligibility may apply for coverage under their own individual plan, provided such *dependent* meets the *member* eligibility requirements, submits a completed and signed enrollment application to the *Federally Facilitated Marketplace*, for Marketplace coverage, or to us, for off-exchange coverage, within 60 days of the termination date of coverage hereunder, and submits the required premium payment to us. Coverage shall be in accordance with the rules and regulations that may have in effect at the time such *dependent* applies for individual coverage. Such rules and regulations may include those relating to coverage, amount of premium payment, and all other terms and conditions governing individual membership. Enrollment applications which are submitted more than 60 days following *dependent's* termination will be subject to Open and *Special Enrollment Periods* and will have an *effective date* in accordance with the rules and regulations in effect at the time of coverage approval.

## **Rescission of Coverage**

We may rescind this *policy* for any fraudulent or intentional omission or intentional misrepresentation of material facts in the written information submitted by you or on your behalf on or with your enrollment application.

A material fact is information which, if known to us, would have caused us to decline to issue coverage. If this *policy* is rescinded, we shall have no liability for the provision of coverage under this *policy*.

By signing the enrollment application, you represented that all responses to the Statement of Health were true, complete and accurate, to the best of your knowledge, and that should we accept your enrollment application, the enrollment application would become part of the *policy* between us and you. By signing the enrollment application you further agreed to comply with the terms of this *policy*.

If we make a decision to rescind your coverage, such decision will be first sent for review to an independent third party auditor contracted by us.

If this *policy* is rescinded, we will provide a written notice that will:

1. Explain the basis of the decision and your *health care appeal* rights;

2. Clarify that all *members* covered under your coverage other than the individual whose coverage is rescinded may continue to remain covered; and
3. Explain that your monthly premium will be modified to reflect the number of *members* that remain under this *policy*.

If this *policy* is rescinded:

1. We may revoke your coverage as if it never existed and you will lose health benefits including coverage for treatment already received;
2. We will refund all premium amounts paid by you, less any medical expenses paid by us on behalf of you and may recover from you any amounts paid under the *policy* from the original date of coverage; and
3. We reserve our right to obtain any other legal remedies arising from the rescission that are consistent with Arizona law.

If your coverage is rescinded, you have the right to appeal our decision to rescind such coverage.

### **Reinstatement**

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

# CLAIMS

## How to file a claim for Covered Services – Network Providers

*Network providers* will file claims on your behalf with us for *covered services*. Present your *member* identification card at the time of service. Payment for *covered services* will be made directly to the *network provider*. You will be responsible for *copayment, deductibles, coinsurance amounts, any non-Covered or Excluded Expenses, and amounts over specifically limited benefits*. Please refer to the Provider Directory for a list of *network providers*.

## How to File a Claim for Covered Services - Non-Network Providers

In the case of a medical *emergency* or as *authorized* by Ambetter from Arizona Complete Health, you may need to get care from *non-network providers*. Providers who do not have an agreement with us, may or may not file your *claim* with us. If they do not, send a copy of your paid itemized bill to us, along with a completed *claim* form which can be obtained from our website. Payment of the billed expense amount for *covered services*, as defined in this *policy*, will be paid to you subject to applicable *copayments, deductibles and coinsurance amounts*, unless we are directed otherwise, or as required by applicable state or federal law. You will be responsible for *copayments, deductibles, coinsurance amounts, any non-covered or excluded expenses, and amounts over specifically limited benefits*.

## 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.AzCompleteHealth.com](http://Ambetter.AzCompleteHealth.com).

The amount of reimbursement will be based on the following:

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

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

**Claims should be addressed to:**  
Ambetter from Arizona Complete Health  
ATTN: Claims Department  
P.O. Box 5010  
Farmington, MO 63640-5010

**Payment of Claims**

Time of payment of claims: Payment payable under this *policy* for any claim for which this *policy* provides any periodic payment, will be paid immediately upon receipt of due written proof of allowed services. Subject to due written proof of allowed services, all accrued payments for services for which this *policy* provides periodic payment will be paid, and any balance remaining unpaid upon the termination of liability will be paid upon receipt of written proof of allowed services, subject to terms of the *policy*. Providing all information that is necessary to process a *claim* has been received, claims will be processed within 30 calendar days of receipt.

**Physical Examination and Autopsy**

We have the right to have any *member* examined at our expense while a *claim* is pending payment. We also have the right to have an autopsy performed where it is not prohibited by law. These examinations are made at our expense and as often as we may reasonably require.

**Double Coverage**

If an individual is both enrolled as a *member* under this *policy*, and entitled to benefits under any other coverage described below, our responsibility for services and supplies provided to the *member* for the treatment of any one *illness* or *injury* shall be reduced by the amount of benefits paid for the treatment of that same *illness* or *injury*, which resulted from the *member's* payment for such services and supplies from any other source.

This provision is applicable to any service and supplies, including room and board, provided to the *member* by any municipality, county, federal or state governmental agency or other political subdivision. This provision shall not apply to:

- a. Any medical assistance benefits and services to which a *member* is entitled pursuant to the Arizona medical assistance program; or
- b. *Covered Services* received by a veteran *member* in a Veterans Administration or armed forces facility as required by federal law.

**Right to Receive and Release Information**

We may release or receive any information considered to be necessary for us to coordinate benefits with respect to any person claiming benefits under this *policy* and without any additional consent, or notice to, the *member* or any other person or organization. We shall not, however, be required to determine the existence of any other group payor or insurer or the benefits payable under such payor or insurer when computing *covered services* due a *member* under this *policy*.

## Recovery of Overpayment

If the *covered services* provided by us exceed the total amount of benefits that should have been paid under this section, we have the right to recover from one or more of the following:

1. Any person to or from whom such payments were made;
2. *Member* was non-eligible at the time of service; or
3. Insurance companies.

## Facility of Payment

Payment(s) made under another Plan, which included amounts that should have been paid by us, shall be reimbursed to that entity and treated as though it was a benefit paid under this Plan. We will not be required to pay that amount again. The term *payment(s) made* shall include providing benefits in the form of services, in which case *payment(s) made* will be interpreted as the reasonable cash value of the benefits provided in the form of services.

## Medicare

This provision describes how we coordinate and pay benefits when a *member* is also enrolled in Medicare and duplication of coverage occurs. If a *member* is not enrolled in Medicare or receiving benefits, there is no duplication of coverage and we do not have to coordinate with Medicare.

The benefits under this *policy* are not intended to duplicate any benefits to which *members* are entitled under Medicare. All sums payable under such programs for services provided shall be payable to and retained by us. Each *member* shall complete and submit to us such consents, releases, assignments and other documents as we may request in order to obtain or assure reimbursement under Medicare or any other government program for which *members* are eligible. In cases where Medicare or another government program (excluding Arizona AHCCCS) has primary responsibility, Medicare benefits will be taken into account for any *member* who is enrolled for Medicare. This will be done before the benefits under this *health plan* are calculated.

In cases where Medicare or another government program (excluding Arizona AHCCCS) has primary responsibility, Medicare benefits will be taken into account for any *member* who is enrolled for Medicare. This will be done before the benefits under this *health plan* are calculated.

Charges for services used to satisfy a *member's* Medicare Part B *deductible* will be applied in the order received by us. Two or more expenses for services received at the same time will be applied starting with the largest first.

Any rules for coordination of benefits will be applied after benefits have been calculated under the rules in this provision. The *allowed amount*, which is either the contracted amount or the Medicare *allowed amount* (whichever is less) will be reduced by any Medicare benefits available for those expenses.

This provision will apply to the maximum extent permitted by federal or state law. We will not reduce the benefits due any *member* because of a *member's* eligibility for Medicare where federal law requires that we determine its benefits for that *member* without regard to the benefits available under Medicare.

*Members* may no longer be eligible to receive a premium subsidy for the Health Insurance Marketplace plan once Medicare coverage becomes effective.

### **Health Care Liens**

When there is a source of payment for a *covered service* in addition to the coverage provided by us, such as, for example, a liability insurer, government payer or uninsured and/or underinsured motorist coverage *network providers* may collect from that other source any difference between the negotiated amount of payment agreed upon between us and the *network provider* for a *covered service* and the *network provider's* customary charge, by following the procedures set forth in Arizona law (A.R.S. Sec. 33-931).

### **Worker's Compensation**

The benefits which a *member* is entitled to receive under this *policy* are not designed to duplicate any benefits to which the *member* is entitled under workers' compensation law. We are entitled to reimbursement for any services that have been reimbursed under a workers' compensation claim.

1. *Member* is required to file for workers' compensation when an employment related accident, *illness* or *injury* occurs.
2. If the *member's* workers' compensation carrier denies a claim, the *member* may submit the claim to us with a copy of the denial for consideration under this *policy*. All plan provisions of this *policy* will apply in the consideration process for payment under this plan.
3. Workers' compensation claims that are not a benefit under this *policy* are not payable by us.
4. Any benefits payable are subject to all provisions of this *policy*, including but not limited to the *authorization* requirements.

### **Non-Assignment**

The coverage, rights, privileges and benefits provided for under this *policy* 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 *policy* 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 *policy* 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 *policy* shall not be construed to create any third party beneficiary rights.

# COMPLAINT, GRIEVANCE, HEALTH CARE APPEALS AND EXTERNAL REVIEW PROCEDURES

## YOUR SATISFACTION IS OUR CONCERN

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.

You may, on occasion, be dissatisfied with quality of care, service issues, or the denial of a *claim* or request for service. Below is a brief description of each process. Please see your separate information package titled *Arizona Complete Health Care Appeals Process Information Packet* for a full description of the Appeal process including the different levels of appeal available to you.

Anytime you have a concern about the quality of care you receive, the level of our service or any other aspect of your *health plan* experience– we want to know. Call us toll free at 1-866-918-4450 (TTY: 711). Many times, a single phone call to Member Services staff can address your concerns.

In addition to calling Member Services, there are other avenues for you to use if you do not agree with a decision made by us or by one of the health care professionals who work with us. Like you, we want to be sure the appropriate decisions are made regarding your medical care and that you receive the benefits your *health plan* covers.

## SHOULD YOU FILE A COMPLAINT OR A HEALTH CARE APPEAL?

### Complaint

You initiate a *complaint* when you are not satisfied with the quality of care or service you are receiving. A *complaint* is the step you take to tell us that we are not meeting your expectations. A *complaint* tells us that you are not pleased with the quality of medical care or the service that you received. A *complaint* brings your concern to our attention.

We want you to let us know how we can improve any aspect of your medical care, preventive health benefits, customer service or your understanding of your health plan. Call, write or fax your *complaint* to us within 180 calendar days. We will acknowledge receiving your *complaint* within five business days. You will receive a decision within 60 calendar days. Occasionally, we may need additional time to review your issue. We will send written information explaining our need for additional time to review your issue. We will not extend our review time beyond 14 additional calendar days. Every *complaint* about the quality of medical care is taken seriously. That's why we have a Quality Improvement Department for investigation and follow-up with the doctor or facility that provided the care. Quality of Concern related *complaint* reviews are part of a confidential process so we may not be able to give detailed outcome information; however, we will communicate to you when the case has been open, and resolved.

To file a *complaint*, we can be contacted Monday through Friday from 8 a.m. to 5 p.m. at 1-866-918-4450 (TTY: 711).

### Appeals

Arizona law requires us to provide you with a way to appeal any denied claims or denied services. A “denied claim” is when you have already received care, submitted a claim, and we have denied the claim.

A “denied service” is when Arizona Complete Health refuses to authorize a service that is covered or if we deny a pre-*authorization* request for a treatment or procedure that you or your doctor believe is *medically necessary* and covered by your *policy*.

When we deny a claim or service, we will advise you of your right to appeal the denial. The appeals process **does not** occur unless you, someone you designate (including an attorney), or your treating provider has specifically requested that we reconsider our decision. The appeals process consists of the following levels of review:

**For urgently needed services not yet provided:**

**Level 1: Expedited Medical Review:** You may request an Expedited Medical Review for the denial of a service not already provided if we denied your request for a *covered service* and your treating provider certifies in writing and provides supporting documentation that the Level 1 Informal Reconsideration and Formal Appeal process (about 60 days) is likely to cause a significant negative change in your medical condition.

We have one business day after receiving the information from the treating provider to decide whether we should change our decision and authorize the requested service.

**Note:** If the expedited appeal request does not include the treating provider certification, we review the appeal under the standard Level 1 process.

**Level 2: Expedited Appeal (optional):** If we deny your request at Level 1, you may request a Level 2 Expedited Appeal. After you receive our Level 1 denial, your treating provider must immediately send us a written request to tell us you are appealing to Level 2. To help your appeal, your provider should send us any additional information (that the provider has not already sent us) to show why you need the requested service.

Within 72 hours after receiving the request for an expedited appeal, we shall provide notice of the expedited appeal decision.

**Level 3: Expedited External, Independent Review:** You may appeal to Level 3 only after you have appealed through Level 1. You have five business days after you receive our Level 1 or Level 2 decision to send us your written request for Expedited External Independent review. We will acknowledge receiving your *complaint* within one business day.

**For non-urgent services (pre-service):**

**Level 1: Informal Reconsideration:** (Pre-service only) You, or your treating provider, have two years from the initial denial to request a Level 1 Informal Reconsideration of your denied request for a service if we denied your request for a *covered service* and you do not qualify for an expedited appeal.

We have five business days after we receive your request for a Level 1 Informal Reconsideration review request to send you and your treating provider a notice that we received your request.



We have 30 days after the receipt date to decide whether we should change our decision and authorize your requested service. Within that same 30 days, we send you and your treating provider our written decision.

**Note:** Claim for *covered service* already provided but not paid: You may not request a Level 1 Informal Reconsideration of your denied request for the payment of a *covered service*. Instead, you may start the review process by seeking a Level 2 Formal Appeal.

**Level 2: Formal Appeal (optional):** You may request a Level 2 Formal Appeal if we deny your Level 1 Informal Reconsideration (Pre-Service) or to dispute an unpaid (denied) *claim* payment.

For Pre-Service appeals, you, your designee, or your treating provider have 60 days after you receive our Level 1 denial, to send us a written request to appeal to Level 2 or Level 3. We will acknowledge receiving your *complaint* within five business days. We have 30 days from the receipt date to decide if we should change our decision and authorize the requested services. We will not extend our review time beyond 14 additional calendar days.

For post-service appeals, you have two years from our initial denial notice to request a Level 2 Formal Appeal. We will acknowledge receiving your *complaint* within five business days. We have 60 days from the receipt date to decide if we should change our decision and authorize the requested services. We will not extend our review time beyond 14 additional calendar days.

**Level 3: External, Independent Review:** You may request a Level 3 review only after you have appealed through Level 1. You have four months after you receive our Level 1 or Level 2 decision to send us your written request for External Independent Review.

Neither you nor your treating provider is responsible for the cost of any external independent review.

There are two types of Level 3 appeals, depending on the issues in your case:

1. **Medical Necessity Cases:** Within five business days of receiving your request, we mail a written acknowledgement of the request to you, the Director of Insurance, and your treating provider. The following is included in the mailing to the ADIFI Director:
  - A copy of your request for a Level 3 review;
  - A copy of your *policy*, evidence of coverage, or similar document;
  - All medical records and supporting documentation used to render our decision;
  - A summary of the applicable issues including a statement of our decision;
  - The criteria used and clinical reasons for our decision and the relevant portions of our *utilization review* guidelines;
  - The name and credentials of the health care provider who reviewed and upheld the denial at the earlier appeal levels.

Within five business days of receiving our information, the Insurance Director sends all submitted information to an external Independent Reviewer Organization (the “IRO”).

Within 21 days of receiving the packet of information, the IRO makes a decision and sends the decision to the ADIFI Director. The Director may extend the review timeframe an additional 31 days for good cause.

Within five business days of receiving the IRO’s decision, the Insurance Director mails a notice of the decision to you, your treating provider and us.

If the IRO decides that we should provide the service, we will authorize the service. If the IRO agrees with our decision to deny the service, the appeal is over. Your only further option is to pursue your claim in Superior Court.

2. Contract Coverage Cases: Within five business days of receiving your request, we:
  1. Mail a written acknowledgement of your request to the ADIFI, you, and your treating provider.
  2. Send the Director of Insurance and the provider the following:
    - A copy of your request for a Level 3 review;
    - A copy of your *policy*, evidence of coverage, or similar document;
    - All medical records and supporting documentation used to render our decision;
    - A summary of the applicable issues including a statement of our decision;
    - The criteria used and clinical reasons for our decision and the relevant portions of our *utilization review* guidelines;
    - The name and credentials of the health care provider who reviewed and upheld the denial at the earlier appeal levels.

The ADIFI Director makes a coverage determination, issues a decision, and sends a written notice to us, you, and your treating provider within 15 business days.

In instances where the Insurance Director is sometimes unable to determine issues of coverage, the ADIFI forwards the case to the IRO to complete a review within 21 days of receipt. The Insurance Director has five business days after receiving the IRO’s decision to send the decision to you, your treating provider and us.

If you, your treating provider, or we disagree with the ADIFI Director’s final decision on a contract coverage issue, a request for a hearing with the Office of Administrative Hearings (“OAH”) can be filed within 30 days of receiving the Director’s decision. OAH schedules and completes a hearing for appeals from Level 3 decisions.

When we issue a decision in response to you, or your treating provider's original request for service, or payment, we include information on the next level of appeal available to you, including filing instructions and contact information.

Please refer to your *Arizona Complete Health Care Appeals Process Information Packet* for detailed information on all levels of the appeal process. The *Arizona Complete Health Care Appeals Process Information Packet* was delivered with your *policy*. If you need another packet mailed to you, please contact us Monday through Friday from 8 a.m. to 5 p.m. at 1-866-918-4450 (TTY: 711).

## **TO GET STARTED**

### **Phone**

You can initiate an expedited *health care appeal* or *grievance* process by phone. Just call Member Services us, Monday through Friday from 8 a.m. to 5 p.m. at 1-866-918-4450 (TTY: 711).

### **Mail**

You **MUST** file standard *health care appeals* in writing to:

Ambetter from Arizona Complete Health.  
Ambetter Appeals and Grievance Dept.  
P.O. Box 10341  
Van Nuys, CA 91410-0341

### **Fax**

You may also fax a written *health care appeal* to the Ambetter Appeals and Grievance Department at 1-877-615-7734.

## **THE ROLE OF THE DIRECTOR OF THE ARIZONA DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS**

The Director of the Arizona Department of Insurance and Financial Institutions oversees this appeals process. The Director maintains a copy of each health plan's *utilization review* policy; receive, process, and act on requests from health plans for External Independent Review; review and enforce or overturn the decisions of the health plans; and file appropriate reports with the Arizona Legislature. In instances where the Director is sometimes unable to determine issues of coverage, they forward the case to the independent review organization (IRO) to complete a review within 21 days of receipt. The Director has five business days after receiving the IRO's decision to send the decision to you, your treating provider and us. When necessary, the Director must transmit appeal records to the Superior Court or the Office of Administrative Hearings and issue final administrative decisions.

## **OTHER COMPLAINT & APPEAL INFORMATION**

### **General Eligibility Standard Appeals and Premium Disputes**

We do not review any disputes regarding eligibility and/or premiums for policies purchased through the *Marketplace*. However, under Federal law, you and your health care decision-maker have the right to file a dispute within a reasonable timeframe regarding your eligibility, which may include a determination of your eligibility for an enrollment period, including for *Special Enrollment Periods*. You may also file any disputes regarding your premiums or premium assistance directly to the *Marketplace*.

You may contact the *Marketplace* by telephone at 1-800-318-2596 or 1-855-889-4325 (TTY: 711), which is available 24 hours a day, 7 days a week or online at <https://www.healthcare.gov/marketplace-appeals/appeal-forms/>. You may send your written appeal by fax to 1-877-369-0130 or by mail to:

Health Insurance Marketplace  
ATTN: Appeals  
465 Industrial Boulevard  
London, KY 40750-0061

After the Marketplace reviews your dispute and you do not agree with their decision, you have an additional right to appeal that decision through the U.S. Department of Health and Human Services (HHS). You must file your dispute to the HHS within 30 days of the Marketplace's notice to you of their dispute decision. You may contact the HHS at their Toll Free Call Center: 1-877-696-6775.

You may find additional information regarding your appeal rights through the Marketplace's website at: <https://www.healthcare.gov/contact-us/> and/or through the HHS' website at <https://www.hhs.gov/healthcare/index.html>.

### **Getting Your Medical Records**

Under Arizona law, you and your health care decision-maker are entitled to a copy of your medical records from any health care professional that has treated you. Make your request in writing and be sure to include the address where you want your records sent. In some cases, your records will be sent only to the medical professional that you have designated.

### **Confidential Medical Information**

Your medical records are confidential. They are used only as needed to make decisions about your care – or any appeals you may file. During an appeal, Arizona Complete Health may release some portions of your medical records to the people who are reviewing your case.

### **Mailing Documents**

We want to be sure our response reaches you. Please confirm that we have your current mailing address in our records because that is where documents will be sent. We consider information mailed to you to be received on the fifth business day.

### **Questions**

If you have questions or need assistance, please call Member Services at 1-866-918-4450 (TTY: 711).

### **Medical Malpractice Disputes**

Any disputes alleging the medical malpractice, negligence and/or wrongful act of a health care provider, or *injury* or property damage caused as a result of an accident at the premises of a health care provider, shall not include us and shall include only the provider subject to the allegation. Ambetter from Arizona Complete Health, and Plan providers are independent contractors in relation to one another.

### **Access to Medical Records**

We are entitled to receive from any provider who renders *covered services* to a *member* all information reasonably related to such services. Subject to applicable confidentiality requirements, *members authorize* any provider rendering *covered services* to disclose all facts pertaining to the *member's* care and

treatment by the provider and to permit copying of reports and records by us. *Member* agrees to execute a release and/or *authorization* for us to obtain medical records if requested by us during the term of the *member's* coverage. We reserve the right to reject or suspend a *claim* based on lack of medical information or records.

**Confidentiality**

We shall preserve the confidentiality of the *members'* health and medical records consistent with the requirements of applicable Arizona and federal law.

## GENERAL PROVISIONS

### Entire Policy

This *policy*, the *Schedule of Benefits*, and the individual enrollment application, including any amendments or riders attached, constitute the entire *policy* between Ambetter from Arizona Complete Health and the *member*, and supersede all prior and existing arrangements, understandings, negotiations, and discussions, whether written or oral, of the parties. There are no warranties, representations, or other agreements between us and the *member* in connection with the subject matter of this *policy*, except as specifically set forth herein. No supplement, modification or waiver of this *policy*, other than as specifically provided for herein, shall be valid unless executed in writing by the President of Arizona Complete Health or an authorized executive officer of Arizona Complete Health. No agent has authority to change this *policy* or to waive any of its provisions.

### Non-Waiver

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

### Time Limit on Certain Defenses

After two years from the date of issue of this *policy* no misstatements, except fraudulent misstatements, made by the *member* in the enrollment application shall be used to void the *policy* or to deny a *claim* for loss incurred or Disability commencing after the expiration of such two year period.

### Amendment or Modification

This *policy* shall be subject to amendment, modification or termination in accordance with the provisions hereof. We will provide the *member* 60 day prior written notification of any amendment or material modification to this *policy*, including the *Schedule of Benefits*. Notice will be sent to the *member's* address of record. Receipt of premium payment by will constitute the *member's* acceptance of the amendment or modification. Consent of enrolled *dependents* is not required. The *member's* failure to make premium payment will automatically terminate coverage under this *policy*. The date of termination will be the last day for which premium payment has been received and accepted by our Accounts Receivable Department.

### Assignment

All rights of *members* hereunder are personal to each *member* and are not assignable or otherwise transferable. Neither the Agreement nor any right hereunder shall be assigned, transferred or otherwise conveyed by us without the approval of us. If a *member* desires to assign any rights hereunder, such request shall be evidenced in writing signed by the *member* and will be granted or denied at our sole discretion. Nothing herein shall be construed to prohibit us from engaging in a corporate reorganization or merger without the consent of the *member*.

### Severability

If any term, provision, covenant or condition of this *policy* is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and shall in no way be affected, impaired or invalidated.

# IMPORTANT NOTICES

## Notice of Privacy Practices:

**This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

For help to translate or understand the Notice of Privacy Practices, please call 1-888-788-4408 (TTY: 711).

Si necesita ayuda para traducir o entender este texto, por favor llame al telefono.  
1-888-788-4408 (TTY: 711).

Interpreter services are provided free of charge to you.

## Covered Entities Duties:

Arizona Complete Health is a Covered Entity as defined and regulated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Arizona Complete Health is required by law to maintain the privacy of your protected health information (PHI), provide you with this Notice of our legal duties and privacy practices related to your PHI, abide by the terms of the Notice that is currently in affect and notify you in the event of a breach of your unsecured PHI.

This Notice describes how we may use and disclose your PHI. It also describes your rights to access, amend and manage your PHI and how to exercise those rights. All other uses and disclosures of your PHI not described in this Notice will be made only with your written *authorization*.

Arizona Complete Health reserves the right to change this Notice. We reserve the right to make the revised or changed Notice effective for your PHI we already have as well as any of your PHI we receive in the future. Arizona Complete Health will promptly revise and distribute this Notice whenever there is a material change to the following:

1. The Uses and Disclosures.
2. Your rights.
3. Our legal duties.
4. Other privacy practices stated in the notice.

We will make any revised Notices available on the Arizona Complete Health website, located below.

<https://ambetter.azcompletehealth.com/privacy-practices.html>.

## Permissible Uses and Disclosures of Your PHI:

The following is a list of how we may use or disclose your PHI without your permission or *authorization*:

- **Treatment** - We may use or disclose your PHI to a *physician* or other health care provider providing treatment to you, to coordinate your treatment among providers, or to assist us in making *prior authorization* decisions related to your benefits.

- **Payment** - We may use and disclose your PHI to make benefit payments for the health care services provided to you. We may disclose your PHI to another health plan, to a health care provider, or other entity subject to the federal Privacy Rules for their payment purposes. Payment activities may include:
  - Processing claims
  - Determining eligibility or coverage for claims
  - Issuing premium billings
  - Reviewing services for medical necessity
  - Performing *utilization review* of claims
- **Healthcare Operations** - We may use and disclose your PHI to perform our healthcare operations. These activities may include:
  - Providing customer services
  - Responding to *complaints* and appeals
  - Providing case management and care coordination
  - Conducting medical review of claims and other quality assessment
  - Improvement activities

In our healthcare operations, we may disclose PHI to business associates. We will have written agreements to protect the privacy of your PHI with these associates. We may disclose your PHI to another entity that is subject to the federal Privacy Rules. The entity must also have a relationship with you for its healthcare operations. This includes the following:

- Quality assessment and improvement activities
  - Reviewing the competence or qualifications of healthcare professionals
  - Case management and care coordination
  - Detecting or preventing healthcare fraud and abuse
- **Group Health Plan/Plan Sponsor disclosures** - We may disclose your protected health information to a sponsor of the group health plan, such as an employer or other entity that is providing a health care program to you, if the sponsor has agreed to certain restrictions on how it will use or disclose the protected health information (such as agreeing not to use the protected health information for employment-related actions or decisions).

**Other Permitted or Required Disclosures of Your PHI:**

- **Fundraising Activities** - We may use or disclose your PHI for fundraising activities, such as raising money for a charitable foundation or similar entity to help finance their activities. If we do contact you for fundraising activities, we will give you the opportunity to opt-out, or stop, receiving such communications in the future.
- **Underwriting Purposes** - We may use or disclose your PHI for underwriting purposes, such as to make a determination about a coverage application or request. If we do use or disclose your PHI for underwriting purposes, we are prohibited from using or disclosing your PHI that is genetic information in the underwriting process.
- **Appointment Reminders/Treatment Alternatives** - We may use and disclose your PHI to remind you of an appointment for treatment and medical care with us or to provide you with information regarding treatment alternatives or other health-related benefits and services, such as information on how to stop smoking or lose.
- **As Required by Law** - If federal, state, and/or local law requires a use or disclosure of your PHI, we may use or disclose your PHI information to the extent that the use or disclosure complies with such law and is limited to the requirements of such law. If two or more laws or regulations



governing the same use or disclosure conflict, we will comply with the more restrictive laws or regulations.

- **Public Health Activities** - We may disclose your PHI to a public health authority for the purpose of preventing or controlling disease, *injury*, or disability. We may disclose your PHI to the United States Food and Drug Administration (FDA) to ensure the quality, safety or effectiveness products or services under the jurisdiction of the FDA.
- **Victims of Abuse and Neglect** - We may disclose your PHI to a local, state, or federal government authority, including social services or a protective services agency authorized by law authorized by law to receive such reports if we have a reasonable belief of abuse, neglect or domestic violence.
- **Judicial and Administrative Proceedings** - We may disclose your PHI in judicial and administrative proceedings. We may also disclose it in response to the following:
  - An order of a court
  - Administrative tribunal
  - Subpoena
  - Summons
  - Warrant
  - Discovery request
  - Similar legal request
- **Law Enforcement** - We may disclose your relevant PHI to law enforcement when required to do so. For example, in response to:
  - Court order
  - Court-ordered warrant
  - Subpoena
  - Summons issued by a judicial officer
  - Grand jury subpoena

We may also disclose your relevant PHI to identify or locate a suspect, fugitive, material witness, or missing person.

- **Coroners, Medical Examiners and Funeral Directors** - We may disclose your PHI to a coroner or medical examiner. This may be necessary, for example, to determine a cause of death. We may also disclose your PHI to funeral directors, as necessary, to carry out their duties.
- **Organ, Eye and Tissue Donation** - We may disclose your PHI to organ procurement organizations. We may also disclose your PHI to those who work in procurement, banking or transplantation of:
  - Cadaveric organs
  - Eyes
  - Tissues
- **Threats to Health and Safety** - We may use or disclose your PHI if we believe, in good faith, that the use or disclosure is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public.
- **Specialized Government Functions** - If you are a member of U.S. Armed Forces, we may disclose your PHI as required by military command authorities. We may also disclose your PHI:
  - To authorized federal officials for national security
  - To intelligence activities
  - The Department of State for medical suitability determinations
  - For protective services of the President or other *authorized persons*

- **Workers' Compensation** - We may disclose your PHI to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
- **Emergency Situations** – We may disclose your PHI in an *emergency* situation, or if you are incapacitated or not present, to a *family member*, close personal friend, authorized disaster relief agency, or any other person previous identified by you. We will use professional judgment and experience to determine if the disclosure is in your best interests. If the disclosure is in your best interest, we will only disclose the PHI that is directly relevant to the person's involvement in your care.
- **Inmates** - If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release your PHI to the correctional institution or law enforcement official, where such information is necessary for the institution to provide you with health care; to protect your health or safety; or the health or safety of others; or for the safety and security of the correctional institution.
- **Research** - Under certain circumstances, we may disclose your PHI to researchers when their clinical research study has been approved and where certain safeguards are in place to ensure the privacy and protection of your PHI.

### **Uses and Disclosures of Your PHI That Require Your Written Authorization**

We are required to obtain your written *authorization* to use or disclose your PHI, with limited exceptions, for the following reasons:

**Sale of PHI** – We will request your written *authorization* before we make any disclosure that is deemed a sale of your PHI, meaning that we are receiving compensation for disclosing the PHI in this manner.

**Marketing** – We will request your written *authorization* to use or disclose your PHI for marketing purposed with limited exceptions, such as when we have face-to-face marketing communications with you or when we provide promotional gifts of nominal value.

**Psychotherapy Notes** – We will request your written *authorization* to use or disclose any of your psychotherapy notes that we may have on file with limited exception, such as for certain treatment, payment or healthcare operation functions.

### **Individuals Rights**

The following are your rights concerning your PHI. If you would like to use any of the following rights, please contact us using the information at the end of this Notice.

- **Right to Revoke an Authorization** - You may revoke your *authorization* at any time, the revocation of your *authorization* must be in writing. The revocation will be effective immediately, except to the extent that we have already taken actions in reliance of the *authorization* and before we received your written revocation.
- **Right to Request Restrictions** - You have the right to request restrictions on the use and disclosure of your PHI for treatment, payment or healthcare operations, as well as disclosures to persons involved in your care or payment of your care, such as *family members* or close friends. Your request should state the restrictions you are requesting and state to whom the restriction applies. We are not required to agree to this request. If we agree, we will comply with your restriction request unless the information is needed to provide you with *emergency* treatment. However, we will restrict the use or disclosure of PHI for payment or health care operations to a health plan when you have paid for the service or item out of pocket in full.

- **Right to Request Confidential Communications** - You have the right to request that we communicate with you about your PHI by alternative means or to alternative locations. This right only applies if the information could endanger you if it is not communicated by the alternative means or to the alternative location you want. You do not have to explain the reason is for your request, but you must state that the information could endanger you if the communication means or location is not changed. We must accommodate your request if it is reasonable and specifies the alternative means or location where PHI should be delivered.
- **Right to Access and Received Copy of your PHI** - You have the right, with limited exceptions, to look at or get copies of your PHI contained in a designated record set. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your PHI. If we deny your request, we will provide you a written explanation and will tell you if the reasons for the denial can be reviewed and how to ask for such a review or if the denial cannot be reviewed.
- **Right to Amend your PHI** - You have the right to request that we amend, or change, your PHI if you believe it contains incorrect information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request for certain reasons, for example if we did not create the information you want amended and the creator of the PHI is able to perform the amendment. If we deny your request, we will provide you a written explanation. You may respond with a statement that you disagree with our decision and we will attach your statement to the PHI you request that we amend. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.
- **Right to Receive an Accounting of Disclosures** - You have the right to receive a list of instances within the last six years period in which we or our business associates disclosed your PHI. This does not apply to disclosure for purposes of treatment, payment, health care operations, or disclosures you authorized and certain other activities. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will provide you with more information on our fees at the time of your request.
- **Right to File a Complaint** - If you feel your privacy rights have been violated or that we have violated our own privacy practices, you can file a *complaint* with us in writing or by phone using the contact information at the end of this Notice.

## **WE WILL NOT TAKE ANY ACTION AGAINST YOU FOR FILING A COMPLAINT.**

**Right to Receive a Copy of this Notice** - You may request a copy of our Notice at any time by using the contact information list at the end of the Notice. If you receive this Notice on our web site or by electronic mail (e-mail), you are also entitled to request a paper copy of the Notice.

You can also file a *complaint* with the Secretary of the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201 or calling 1-800-368-1019, (TTY: 1-866-788-4989) or visiting [/www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

## **Contact Information**

If you have any questions about this Notice, our privacy practices related to your PHI or how to exercise your rights you can contact us in writing or by phone using the contact information listed below.

Arizona Complete Health  
Attn: Privacy Official  
1850 E. Rio Salado Parkway, Suite 211  
Tempe, AZ 85281  
1-866-918-4450 (TTY: 711)

### **How to Report Fraud and Abuse**

If you suspect one of our providers or *members* of fraud and abuse, please contact Arizona Complete Health toll-free Fraud and Abuse Hotline at 1-800-977-3565. The Fraud Hotline operates 24 hours a day, seven days a week. All calls are strictly confidential.

### **Women's Health and Cancer Rights Act of 1998:**

Surgical services for breast reconstruction and for post-operative prostheses incidental to a *medically necessary* mastectomy are covered. Coverage includes:

1. reconstruction of the breast on which the mastectomy has been performed;
2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. prostheses and physical complications for all stages of mastectomy, including lymphedemas and at least four external postoperative prostheses subject to all of the terms and conditions of the *policy*.

### **Newborns' and Mothers' Health Protection Act of 1996**

Group health plans and 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 insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).



# Discrimination is Against the Law

Arizona Complete Health complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Arizona Complete Health does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

## Arizona Complete Health:

- Provides aids and services at no cost 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 language services at no cost to people whose primary language is not English, such as: qualified interpreters and information written in other languages

## If you need these services, contact Member Services at:

Arizona Complete Health: 1-866-918-4450 (TTY/TDD: 711)

If you believe that Arizona Complete Health 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 the Chief Compliance Officer. You can file a grievance in person, by mail, fax, or email. Your grievance must be in writing and must be submitted within 180 days of the date that the person filing the grievance becomes aware of what is believed to be discrimination.

## Submit your grievance to:

Arizona Complete Health-Chief Compliance Officer

1850 W. Rio Salado Parkway, Suite 211, Tempe, AZ 85281 Fax: 1-866-388-2247

Email: [AzCHGrievanceAndAppeals@AZCompleteHealth.com](mailto:AzCHGrievanceAndAppeals@AZCompleteHealth.com)

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 at U.S. Department of Health and Human Services; 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201; or by phone: 1-800-368-1019, 1-800-537-7697 (TTY/TDD).

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



# La discriminación es contra la ley

Arizona Complete Health cumple con las leyes Federales de derechos civiles correspondientes y no discrimina con base en la raza, el color, la nacionalidad, la edad, la discapacidad o el sexo. Arizona Complete Health no excluye a las personas ni las trata en forma distinta debido a su raza, color, nacionalidad, edad, discapacidad o sexo.

## Arizona Complete Health:

- Proporciona, sin cargo alguno, ayudas y servicios a las personas con discapacidades para que se comuniquen en forma eficaz con nosotros, como: intérpretes de lenguaje de señas calificados.
- Información escrita en otros formatos (letra grande, audio, formatos electrónicos accesibles y otros formatos).
- Proporciona, sin cargo alguno, servicios de idiomas a las personas cuyo idioma primario no es el inglés, como: intérpretes calificados e información por escrito en otros idiomas.

**Si necesita estos servicios, llame al Centro de Contacto con el Cliente de:**

Arizona Complete Health: 1-866-918-4450 (TTY/TDD: 711)

Si considera que Arizona Complete Health no ha proporcionado estos servicios o que ha discriminado de otra manera con base en la raza, el color, la nacionalidad, la edad, la discapacidad o el sexo, puede presentar una queja ante el Director General de Cumplimiento (Chief Compliance Officer). Puede presentar la queja en persona o por correo, fax, o correo electrónico. Su queja debe estar por escrito y debe presentarla en un plazo de 180 días a partir de la fecha en que la persona que presenta la queja se percate de lo que se cree que es discriminación.

## Presente su queja a:

Arizona Complete Health-Chief Compliance Officer

1850 W. Rio Salado Parkway, Suite 211, Tempe, AZ 85281 Fax: 1-866-388-2247

Correo electrónico: [AzCHGrievanceAndAppeals@AZCompleteHealth.com](mailto:AzCHGrievanceAndAppeals@AZCompleteHealth.com)

También puede presentar una queja de derechos civiles ante la Oficina de Derechos Civiles del Departamento de Salud y Servicios Humanos de Estados Unidos, electrónicamente mediante el Portal de Quejas de la Oficina de Derechos Civiles, disponible en <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, o por correo postal a U.S. Department of Health and Human Services; 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201; o por teléfono: 1-800-368-1019, 1-800-537-7697 (TTY/TDD).

Los formularios para presentar quejas se encuentran en <http://www.hhs.gov/ocr/office/file/index.html>

