



FROM |  nh healthy families.

2024 Evidence of Coverage

Ambetter Virtual Access



[Ambetter.NHhealthyfamilies.com](https://www.Ambetter.NHhealthyfamilies.com)

IMPORTANT INFORMATION

THIS CONTRACT REFLECTS THE KNOWN REQUIREMENTS FOR COMPLIANCE UNDER THE AFFORDABLE CARE ACT AS PASSED ON MARCH 23, 2010. AS ADDITIONAL GUIDANCE IS FORTHCOMING FROM THE US DEPARTMENT OF HEALTH AND HUMAN SERVICES, AND THE NEW HAMPSHIRE INSURANCE DEPARTMENT, THOSE CHANGES WILL BE INCORPORATED INTO YOUR HEALTH INSURANCE POLICY.

**AMBETTER FROM NH HEALTHY FAMILIES
UNDERWRITTEN BY CELTIC INSURANCE COMPANY
AMBETTER VIRTUAL ACCESS**

Home Office: 200 E. Randolph Street, Ste. 3600 Chicago, Illinois 60601

Phone No. 1-844-265-1278

Ambetter.NHhealthyfamilies.com

Individual Major Medical Expense Insurance *Contract*

In this *contract*, the terms "you" or "yours" will refer to the *member* and/or any dependents enrolled in this *contract*. The terms "we," "our," or "us" will refer to Ambetter From NH Healthy Families.

AGREEMENT AND CONSIDERATION

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

GUARANTEED RENEWABLE

Annually, we must file this product, the cost share and the rates associated with it for approval. Guaranteed renewable means that your plan will be renewed into the subsequent year's approved product on the anniversary date unless terminated earlier in accordance with contract terms. You may keep this *contract* (or the new *contract* that applies to you for the following year) in force by timely payment of the required premiums. In most cases you will be moved to a new *contract* each year, however, we may decide not to renew the *contract* as of the renewal date if: (1) we decide not to renew all contracts issued on this form, with a new *contract* at the same metal level with a similar type and level of benefits, to residents of the state where you then live; (2) there is fraud or an intentional material misrepresentation made by or with the knowledge of a *member* in filing a claim for *contract* benefits.

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

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

At least 60 calendar 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 *contract* or a change in a *member's* health. While this *contract* is in force, we will not restrict coverage already in force.

The coverage represented by this *contract* is under the jurisdiction of the New Hampshire Insurance Commissioner.

This *contract* does not include pediatric *dental services*. Pediatric dental coverage is included in some health plans but can also be purchased as a standalone product. Please contact your insurance carrier or producer, or seek assistance through Healthcare.gov, if you wish to purchase pediatric dental coverage or a stand-alone *dental services* product.

Celtic Insurance Company

A handwritten signature in black ink, appearing to read 'Kevin J. Counihan', written in a cursive style.

Kevin J. Counihan, President

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INTRODUCTION

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

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

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

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

This is an Ambetter *Virtual Access policy*. *Ambetter Virtual Access* is a product that offers a virtual primary care experience. This plan includes access to licensed, virtual *primary care physicians (PCP)* in addition to a traditional (in-person) network of health care providers and *hospitals* in your area.

This *contract* contains *referral* and *prior authorization* requirements. All virtual care is provided through the *Ambetter-designated telehealth provider*. Your designated *PCP* will assist you in coordinating your health care services. You are required to obtain a *referral* from your *PCP* to obtain all services outside of a *PCP* visit, including, but not limited to, seeing *specialist physicians*, except for *emergency services*. If you do not obtain a *referral* from your *PCP*, then the services are not *covered services* and will not be paid for under this *contract/policy*. In addition, any amounts you are required to pay for such services will not count towards your *maximum out-of-pocket amount*.

Upon enrollment in an *Ambetter Virtual Access* plan, a *member* aged 18 or above is automatically assigned to the *Ambetter-designated telehealth provider* as their primary provider group and will need to select a specific *PCP*. You can scan the QR Code on your *member* identification card to access the *Ambetter-designated telehealth provider's* website. A *member* does have the ability to choose a traditional (in-person) *network PCP* but must formally do so by selecting that *PCP* either in the *Member Secure Portal* or by calling *Member Services*. If a *member* chooses a traditional (in-person) *network PCP*, that *PCP* will be responsible for coordinating all covered health services and making *referrals* for services to other *network providers*. *Copayments* or other *cost sharing* will be required, as shown in your *Schedule of Benefits*, if you select a traditional (in-person) provider. Please refer to the *Access to Care* and *Prior authorization* sections within this *contract/policy* and your *Schedule of Benefits* for additional information.

Members under the age of 18 will be assigned to a traditional (in-person) *network PCP*. That *PCP* will be responsible for coordinating all covered health services and making *referrals* for services to other *network providers*.

Ambetter from NH Healthy Families operates under its legal entity, Celtic Insurance Company.

How To Contact Us

Ambetter from NH Healthy Families
2 Executive Park Drive
Bedford, NH 03110

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

Member Services 1-844-265-1278 (Relay 711)

Fax 1-855-742-0123

Emergency 911

24/7 Nurse Advice Line 1-844-265-1278

Interpreter Services

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

Our interpreter services are provided at no cost to you. We have representatives that speak Spanish and have medical interpreters to assist with languages other than English via telephone. An interpreter will not go to a *provider's* office with you. *Members* who are blind or visually impaired and need help with interpretation can call *Member Services* for an oral interpretation, or to request materials in Braille or large font.

To arrange for interpreter services, please call *Member Services*.

MEMBER RIGHTS AND RESPONSIBILITIES

We are committed to:

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

If you have difficulty locating a *primary care physician*, *specialist*, *hospital* or other contracted *provider* please contact us so we can assist you with accessing or in locating a *provider* who is contracted with us. *Physicians* within our *network* may be affiliated with different *hospitals*. Our online directory can provide you with information for the *hospitals* that are contracted with us. The online directory also lists affiliations that your *provider* may have with non-*network hospitals*. Your coverage requires you to use *network providers* with limited exceptions.

You have the right to:

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

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

- a. Any changes in clinical review criteria; or
- b. A statement of the effect of such changes on the personal liability of the *member* for the cost of any such changes.

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

Members also have the right to refuse to make advance directives. You should not be discriminated against for not having an advance directive.

You have the responsibility to:

1. Read this entire *contract*.
2. Treat all health care professionals and staff with courtesy and respect.
3. Give accurate and complete information about present conditions, past *illnesses*, hospitalizations, medications, and other matters about your health that we or your *medical practitioners* need in order to provide care. You should make it known whether you clearly understand your care and what is expected of you. You need to ask questions of your *provider* until you understand the care you are receiving.
4. Review and understand the information you receive about us. You need to know the proper use of *covered services*.
5. Show your *member* identification card and keep scheduled appointments with your *provider* and call the *provider's* office during office hours whenever possible if you have a delay or cancellation.
6. Know the name of your assigned *primary care physician*. You should establish a relationship with your *provider*. You may change your *primary care physician* verbally or in writing by contacting our *Member Services* Department.
7. Read and understand to the best of your ability all materials concerning your health benefits or ask for help if you need it.
8. Understand your health problems and participate, along with your health care professionals and *providers* in developing mutually agreed upon treatment goals to the degree possible.
9. Follow the treatment plans and instructions for care that you have agreed on with your health care professionals and *providers*.
10. Tell your health care professional and *provider* if you do not understand your treatment plan or what is expected of you. You should work with your *primary care physician* to develop treatment goals. If you do not follow the treatment plan, you have the right to be advised of the likely results of your decision.
11. Follow all health benefit plan guidelines, provisions, policies, and procedures.
12. Use any *emergency* room only when you think you have a medical *emergency*. For all other care, you should call your *primary care physician*.
13. When you enroll in this coverage, give all information about any other medical coverage you have. If, at any time, you get other medical coverage besides this coverage, you must notify the entity with which you enrolled.
14. Pay your monthly premiums on time and pay all *deductible amounts*, *coinsurance amount*, or *cost-sharing percentages* at the time of service.
15. Notify us or the entity you enrolled with of any enrollment related changes that would affect your *contract*, such as: birth of a child, or adoption, marriage, divorce, adding/removing a dependent, *spouse*/domestic partner becomes eligible under a different insurer, enrollment changes, address change or incarceration where *member cost share* would need to transfer from one policy to another policy.
16. Inform the entity in which you enrolled for this *contract* if you have any changes to your name, address, or family *members* covered under this *contract* within 60 calendar days from the date of the event.

IMPORTANT INFORMATION

Provider Directory

A listing of *network providers* is available online at [Ambetter.NHhealthyfamilies.com](https://www.ambetter.nhhealthyfamilies.com). We have plan *providers, hospitals*, and other *medical practitioners* who have agreed to provide you healthcare services. You can find our *network providers* by visiting our website and using the “Find a Doctor” function. There you will have the ability to narrow your search by *provider specialty*, zip code, gender, languages spoken and whether or not they are currently accepting new patients. Your search will produce a list of *providers* based on your search criteria and will give you other information such as name, address, phone number, office hours, specialty, and board certifications.

You may also contact us at *Member Services* to request information about whether a physician, hospital, or other medical practitioner is a *network provider*. We will respond to any such requests within one business day.

If you receive services from a *non-network provider* because of inaccurate information in the Provider Directory or in response to an inquiry about network status, please contact *Member Services*. If the services you received are otherwise *covered services*, you will only be responsible for paying the cost sharing that applies to *network providers* and will not be balance billed by the *non-network provider*.

At any time, you can request a printed copy of the *provider directory* at no charge by calling *Member Services*. In order to obtain benefits, you must designate a *primary care physician* for each *member*. We can help you pick a *primary care physician (PCP)*. We can make your choice of *primary care physician* effective on the next business day.

You can request an appointment with your *Ambetter Virtual Access providers* through the website [Ambetter.NHhealthyfamilies.com](https://www.ambetter.nhhealthyfamilies.com), or through the mobile application. If you need help, call *Member Services* and we will help you make the appointment.

Member Identification Card

We will mail you a *member* identification card after we receive your completed enrollment materials and you have paid your initial premium payment. This card is proof that you are enrolled in an Ambetter plan. You need to keep this card with you at all times. Please show this card every time you go for any service under the *contract*.

The *member* identification card will show your name, *member* identification number, and *copayment amounts* required at the time of service. Any applicable deductibles, and any applicable out-of-pocket maximum limitations will also be accessible through the *member* identification card. If you do not get your *member* identification card within a few weeks after you enroll, please call *Member Services* and we will send you another card.

Website

Our website can answer many of your frequently asked questions. Our website has resources and features that make it easy to get quality care. Our website can be accessed at [Ambetter.NHhealthyfamilies.com](https://www.ambetter.nhhealthyfamilies.com).

It also gives you information on your benefits and services such as:

1. Finding a *network provider* including *hospitals*, and pharmacies.
2. Our programs and services, including programs to help you get and stay healthy.

3. A secure portal for you to check the status of your claims, make payments and obtain a copy of your *Member* identification card.
4. *Member* Rights and Responsibilities.
5. Notice of Privacy.
6. Current events and news.
7. Our *formulary* or prescription drug list.
8. *Deductible* and *copayment* accumulators.
9. Making your payment
10. Selecting a *primary care physician*

Quality Improvement

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

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

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

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

Protection from Balance Billing

Under federal law, effective January 1, 2022, *non-network providers* or facilities are prohibited from *balance billing* health plan *members* for services that are subject to *balance billing* protections as described in the Definitions section of this *contract*. You will only be responsible for paying your *member cost share* for these services, which is calculated as if you had received the services from a *network provider* and based on the recognized amount as defined in *applicable law*.

DEFINITIONS

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

Wherever used in this *contract*:

Action means the denial or limited authorization of a requested service, including they type or level of service; the reduction, suspension or termination of a previously authorized service; the denial, in whole or in part, of payment for a service; the failure of the health plan to provide services in a timely manner as defined in the appointment standards described herein; or the failure of the health plan to act within timeframes for the health plan's *prior authorization* review process specified herein.

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

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

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

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

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. A denial of coverage based upon an eligibility determination.
6. A determination that *balance billing* protections do not apply to a service
7. An incorrectly-calculated amount of *cost sharing* a *member* owes when *balance billing* protections apply.
8. A *rescission* of coverage determination as described in the General Provisions section of this *contract*.
9. 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 *Appeal*, Complaint and *Grievance* Procedures section of this *contract* for information on your right to *appeal* an *adverse benefit determination*..

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

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 non-network care that is subject to *balance billing* protections and otherwise covered under your contract. See *Balance billing*, *Balance billing* protections, and *Non-network provider* definitions for additional information. If you are balanced billed in these situations, please contact *Member Services* immediately at the number listed on the back of your *member* identification card.

Ambetter-designated Telehealth Provider means the vendor selected by Ambetter to contract with providers to render *telehealth services*, including *Virtual Primary Care* and *Virtual 24/7 Care* benefits, to *members*. All services provided through the *Ambetter-designated telehealth provider* shall be deemed independent from Ambetter to ensure that a *member's* care and treatment plan are rendered via a practicing *physician*, or other medical professional with appropriate licensure.

Ambetter Virtual Access means a product that offers *telehealth services* through *Virtual Primary Care* and *Virtual 24/7 Care*.

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

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

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

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

Authorization or Authorized (also **Prior Authorization or Approval**) means our decision to approve the medical necessity or the appropriateness of care for an enrollee by the enrollee's *PCP* or *provider*. *Authorizations* are not a guarantee of payment.

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

1. A person to whom a covered individual has given express, written consent to represent that individual in an internal *appeals* process or external review process of an *adverse benefit determination*.
2. A person *authorized* by law to provide substituted consent for a covered individual; or

3. A family *member* or a treating health care professional, but only when the *covered person* is unable to provide consent.

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

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

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

A health care *provider* performing anesthesiology, radiology, emergency medicine, or pathology services shall not *balance bill* you for fees or amounts other than *copayments*, *deductibles*, or *coinsurance*, if the service is performed in a *hospital* or ambulatory surgical center that is in *network* under the patient's health insurance plan. This prohibition shall apply whether or not the health care provider is contracted with the patient's insurance carrier.

Balance billing protections means the protections against *balance billing* under the federal No Surprises Act. These protections apply to *covered services* that are:

1. *Emergency services* provided to a *member*, as well as services provided after the *member* is stabilized unless the *member* gave *notice and consent* to be balance billed for the *post-stabilization services*;
2. Non-emergency health care services provided to a *member* at a *network hospital* or at a *network ambulatory surgical center* unless if *member* gave *notice and consent* pursuant to the federal No Surprises Act to be balance billed by the *non-network provider*; or
3. Air ambulance services provided to a *member* by a *non-network provider*.

You will only be responsible for paying your *member cost share* for these services, which is calculated as if you had received the services from a *network provider* and is based on the recognized amount as defined in applicable law. If you are balance billed for any of the above services, contact *Member Services* immediately at the number listed on the back of your *member* identification card.

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

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

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

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

Center of Excellence means a *hospital* that:

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

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

Coinsurance amount means the percentage of *covered service expenses* that you are required to pay when you receive a *covered service*, after your *deductible* has been met, if applicable. *Coinsurance* amounts are listed in your schedule of benefits. Not all *covered services* have *coinsurance*.

Complications of pregnancy means:

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

Continuing care patient means an individual who, with respect to a provider or facility, is

1. undergoing a treatment for a *serious and complex condition* from that provider or facility;
2. is undergoing a course of institutional or *inpatient* care from that provider or facility;
3. is scheduled to undergo non-elective *surgery* from that provider, including postoperative care;
4. is pregnant and undergoing a course of treatment for the pregnancy; or
5. is or was determined to be *terminally ill* and is receiving treatment for such *illness*.

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

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

Cosmetic treatment means treatments, procedures, or services that change or improve appearance without significantly improving physiological function and without regard to any asserted improvement

to the psychological consequences or socially avoidant behavior resulting from an *injury, illness, or congenital anomaly*.

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

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

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

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

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

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

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

1. Personal care such as assistance in walking, getting in and out of bed, dressing, bathing, feeding and use of toilet;
2. Preparation and administration of special diets;
3. Supervision of the administration of medication by a caregiver;
4. Supervision of self-administration of medication; or
5. Programs and therapies involving or described as, but not limited to, convalescent care, rest care, educational care or recreational care.

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

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

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

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

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

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

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

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

Eligible child means the child of a *covered person*, if that child is less than 26 years of age. If an *eligible child* turns 26 during the plan year, they remain an *eligible child* through the end of the plan year. As used in this definition, "child" means:

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

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

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

1. For *network providers*: When a *covered service* is received from a *network provider*, the *eligible expense* is the contracted fee with that provider.
2. For *non-network providers*, unless otherwise required by Federal or New Hampshire law, the *eligible expense* is as follows:
 - a. When *balance billing* protections apply to a *covered service* received from a *non-network provider*, the *eligible expense* is the negotiated fee, if any, that has been mutually agreed upon by us and the provider as payment in full. If the provider has not agreed to accept a negotiated fee with us as payment in full, unless otherwise required by applicable law, the *eligible expense* is reimbursement as determined by us and as required by applicable law.
 - i. the verifiable median contracted amount paid by all eligible insurers for the same or similar services, calculated by a vendor utilized and chosen by the New Hampshire Office of the Insurance Commissioner,
 - ii. the most recent verifiable amount agreed to us and the *non-network provider* who rendered the *emergency services* for the same service during which time that provider was *network* with us (if applicable), or
 - iii. a higher amount that we may deem appropriate given the complexity and circumstances of the services provided by the provider.

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

- b. When a *covered service* is received from a *non-network* professional provider who renders *non-emergency services* at a *network* facility, the *eligible expense* is the negotiated fee, if any, that has been mutually agreed upon by us and the provider as payment in full. If the provider has not agreed to accept a negotiated fee with us as payment in full, unless otherwise required by applicable law, the *eligible expense* shall be the lesser of:
 - i. the provider's billed charges,
 - ii. the *usual and customary* provider charges for similar services in the community where the services were provided, or
 - iii. the charge mutually agreed to by us and the provider within 60 calendar days of the submittal of the claim. You will not be balance billed for the difference between the amount we pay and the provider's charges, but you may be subject to cost-sharing obligations. If you are balance billed in these situations, please contact *Member Services* immediately at the number listed on the back of your *member* identification card.
- c. For all other *covered services* received from a *non-network provider* for which any needed authorization is received from us, the *eligible expense* is the negotiated fee, if any, that has been mutually agreed upon by us and the provider as payment in full (you will not be billed for the difference between the negotiated fee and the provider's charge). If there is no negotiated fee agreed to by the provider with us, the *eligible expense* is reimbursement as determined by us and as required by applicable law. In addition to applicable cost sharing, you may be balanced billed for these services.

Emergency condition means a medical condition or a behavioral health condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

1. Placing the health of the *member* (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part.

Emergency services means *covered services* needed to evaluate and *stabilize* an *emergency condition*. This includes a medical screening examination in a *hospital* emergency department or independent freestanding emergency department to evaluate the *emergency condition*, as well as services needed to *stabilize* the *emergency condition*. Services to *stabilize* an *emergency condition* can be provided in any department of a hospital.

Follow-up care is not considered emergency care. Benefits are provided for *emergency services* without *prior authorization*. Benefits for *emergency services* include facility costs and *physician* services and supplies and *prescription drugs* charged by that facility. If you are admitted to a *hospital* as a result of an *emergency condition*, you must notify us or verify that your *physician* has notified us of your admission within 48 hours or as soon as possible within a reasonable period of time. When we are contacted, you will be notified whether the *inpatient* setting is appropriate, and if appropriate, the number of days considered *medically necessary*. By contacting us, you may avoid financial

responsibility for any *inpatient* care that is determined to be not *medically necessary* under your *contract*. If your provider does not contract with us, you may be financially responsible for any care we determine is not a *covered service* because it is not *medically necessary*. Care and treatment provided once you are stabilized is no longer considered *emergency services* under your *contract*. Continuation of care beyond what is needed to evaluate or *stabilize* your condition in an emergency will not be a *covered service* unless we authorize the continuation of care and it is *medically necessary*.

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

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

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

A provider with knowledge of the claimant's medical condition determines that the *grievance* shall be treated as an *expedited grievance* or *expedited appeal*.

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

1. Under study in an ongoing phase I or II clinical trial as set forth in the United States Food and Drug Administration ("FDA") regulation, regardless of whether the trial is subject to FDA oversight.
2. An *unproven service*.
3. Subject to FDA approval, and:
 - a. It does not have FDA approval.
 - b. It has FDA approval only under its Treatment *Investigational* New Drug regulation or a similar regulation; or
 - c. It has FDA approval, but is being used for an indication or at a dosage that is not an accepted off-label use. An accepted off-label use of a FDA-approved drug is a use that is determined by us to be:
 - i. Included in authoritative compendia as identified from time to time by the Secretary of Health and Human Services.
 - ii. Safe and effective for the proposed use based on supportive clinical evidence in peer-reviewed medical publications; or
 - iii. Not an *unproven service*; or
 - d. It has FDA approval, but is being used for a use, or to treat a condition, that is not listed on the Premarket Approval issued by the FDA or has not been determined through peer reviewed medical literature to treat the medical condition of the *member*.
4. *Experimental* or *investigational* according to the *provider's* research protocols.

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

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

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

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

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

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

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

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

If no credible scientific evidence is available, then standards that are based on *provider* specialty society recommendations or professional standards of care may be considered. We reserve the right to consult medical professionals in determining whether a health care service, supply, or drug is *medically necessary* and is a *covered service* under the *contract*. The decision to apply *provider*

specialty society recommendations, the choice of medical professional, and the determination of when to use any such opinion, will be determined by us.

Grievance means an expression of dissatisfaction about any matter other than an *action*. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the *member's* rights. The term is also used to refer to the overall system that includes grievances and appeals handled at the plan level.

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

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

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

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

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

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

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

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

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

Hospice means services designed for and provided to *members* who are diagnosed with a terminal condition and are in a *hospice inpatient* program or in a home setting, as certified by a network physician.

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

Hospital means an institution that:

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

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

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

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

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

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

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

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

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

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

Manipulative therapy means treatment applied to the spine or joint structures to correct vertebral or joint malposition and to eliminate or alleviate somatic dysfunction including, but not limited to, manipulation, myofascial release, or soft tissue mobilization. Treatment must

demonstrate pain relief and continued improvement in range of motion and function and cannot be performed for maintenance care only. *Manipulative therapy* is not limited to treatment by manual means.

Maximum out-of-pocket amount means the maximum amount a *member* must pay towards *covered services* in the form of cost sharing in a given plan year. A *member's deductible amount*, prescription drug *deductible amount* (if applicable), *copayment amounts* and *coinsurance amounts* all contribute towards the maximum out-of-pocket amount. The individual and family maximum out-of-pocket amounts are shown in your Schedule of Benefits.

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

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

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

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

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

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

Mental health disorder means a 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.

Naturopathic medicine means a system of primary health care practiced by doctors of *naturopathic medicine* for the prevention, diagnosis, and treatment of human health conditions, injuries, and diseases that uses education, natural medicines and therapies to support and stimulate the individual's intrinsic self-healing processes

Naturopathic physician means a person authorized and licensed to practice *naturopathic medicine*

Necessary medical supplies means medical supplies that are:

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

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

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

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

Network provider(s) means any licensed person or entity that has entered into a contract directly or indirectly with Ambetter from NH Health Families to provide a *covered service* to *members* enrolled under this *contract* including but not limited to hospitals, specialty hospitals, urgent care facilities, physicians, pharmacies, laboratories and other health professionals.

Non-network provider means a *medical practitioner, provider facility* or other provider who is NOT a *network provider*. Services received from a *non-network provider* are not covered, except for:

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

Notice and consent means the conditions that must be met in order for a *member* to waive *balance billing protections* as permitted by the federal No Surprises Act. *Notice and consent* occurs only when each of the following conditions is met:

1. The *non-network provider* provides the *member* a written notice in the format required by *applicable law* that states the provider is a *non-network provider*, includes a good-faith

- estimate of the *non-network provider's* charges for the services, identifies any *prior authorization* or other limitations that may be required in advance of receiving the services, and clearly states that consent is optional and the *member* may seek care from a *network provider*.
2. The *non-network provider* provides the notice described above to the *member* at least 72 hours before the services are furnished, except that for services scheduled within 72 hours, the notice must be provided at least 3 hours before the services are furnished.
 3. The *member* provides written consent to be treated by the *non-network provider* that includes the following:
 - a. The *member's* acknowledgement that they have been provided written notice as described above and informed that payment of the *non-network provider's billed amount* may not accrue toward the *member's deductible* or *maximum out-of-pocket amount*;
 - b. The *member's* statement that by signing the consent, they agree to be treated by the *non-network provider* and understand they may be *balance billed* and subject to *cost-sharing* that applies to *non-network providers*; and
 - c. The time and date on which the *member* received the written notice and signed the consent to receive services from the *non-network provider*.
 4. The *member's* consent is provided voluntarily, obtained by the *non-network provider* in the format required by *applicable law*, and not revoked by the *member* before the services are provided.
 5. The *non-network provider* provides the *member* the notice document and the consent document together, but physically separate from other documents.
 6. The *non-network provider* provides the *member* a copy of the signed written *notice and consent* through email or mail.

Notice and consent will not waive *balance billing protections* for emergency services, air ambulance services, services furnished due to unforeseen and urgent medical needs, services provided by a *non-network provider* when there is no *network provider* available at the facility, or ancillary services (which are services related to emergency medicine, anesthesiology, pathology, radiology and neonatology; diagnostic services such as radiology and laboratory services; and services provided by non-*physician* practitioners, assistant surgeons, hospitalists, and intensivists). *Notice and consent* will waive *balance billing protections* for *post-stabilization services* only if all the following additional conditions are met:

1. The attending emergency *physician* or treating provider determines the *member* is able to travel using nonmedical transportation or nonemergency medical transportation to an available *network provider* or facility located within a reasonable travel distance, taking into consideration the *member's* medical condition.
2. The *member* (or the *member's authorized representative*) is in a condition to provide *notice and consent* as determined by the attending *physician* or treating provider using appropriate medical judgment.
3. The *non-network provider* satisfies any additional requirements or prohibitions as may be imposed under applicable state law.

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

Other plan means any plan or policy that provides insurance, reimbursement, or service benefits for *hospital*, surgical, or medical expenses. This includes payment under group or individual insurance policies, automobile no-fault or medical pay, homeowner insurance medical pay, premises medical

pay, nonprofit health service plans, health maintenance organization *subscriber contracts*, self-insured group plans, prepayment plans, and Medicare when the *member* is enrolled in Medicare. *Other plan* will not include Medicaid.

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

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

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

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

Post-stabilization services means services furnished after a *member's emergency condition* is stabilized and as part of outpatient observation or *inpatient* or *outpatient services* with respect to the visit in which other *emergency services* are furnished.

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

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

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

Preferred laboratory provider means a laboratory provider who is part of a subset of all contracted laboratory providers that provide laboratory services to *members*. Our *preferred laboratory providers* are national vendors who provide laboratory services. A list of our *preferred laboratory providers* can be found using the Ambetter Guide and are indicated by a preferred cost share label.

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

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

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

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

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

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

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

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

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

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

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

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

Referral means a formal recommendation made by your PCP to see a network specialist or other provider for additional health care services deemed *medically necessary*. A *referral* is required prior to most non-emergent visits with a practitioner outside of your PCP. Consult your PCP or contact *Member Services* to see which services do not require a *referral*. Failure to obtain a *referral* will result in denial of benefit coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specialist provider means a *physician or medical practitioner* who focuses on a specific area of medicine 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, with respect to a *member* who has not experienced an *emergency condition*, that the *member* is no longer experiencing further deterioration as a result of a prior *illness* or *injury* and there are no acute changes in physical findings, laboratory results, or radiologic results that necessitate acute medical care. Acute medical care does not include *acute rehabilitation*. Stabilize, with respect to a *member* who has experienced an *emergency condition*, means to provide medical treatment of the condition as necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer* of the *member* to another facility or discharge of the *member* (*See Ambulance Services Benefits provision under the Major Medical Expense Benefit section).

Sub-acute rehabilitation means one or more different types of therapy provided by one or more *rehabilitation licensed practitioners* and performed for one-half hour to two hours per day, five to seven days per week, while the *covered person* is confined as an *inpatient* in a *hospital, rehabilitation facility, or extended care facility*.

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

Substance use disorder means a disorder that affects a person's brain and behavior, leading to an inability to control his/her use of substances (e.g., alcohol, medications and legal or illegal drugs). Symptoms can range from moderate to severe, with addiction being the most severe form of a *substance use disorder*. *Substance use disorder* benefits are defined as benefits for items or services

for *substance use disorder* conditions listed in ICD 10 Chapter 5 (F), except for subchapter 1 (F01-09) and subchapter 8 (F70-79).

Surgery or **surgical procedure** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Virtual 24/7 Care means a *telehealth services* benefit for virtual urgent care and virtual behavioral health provided to *members* through the *Ambetter-designated telehealth provider*. These services can be accessed through the *Ambetter-designated telehealth provider's* website.

Virtual Primary Care means a *telehealth services* benefit for virtual *primary care provider* to *members* aged 18 and over through the *Ambetter-designated telehealth provider*. These services can be accessed through the *Ambetter-designated telehealth provider's* website.

DEPENDENT MEMBER COVERAGE

Dependent Member Eligibility

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

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

Effective Date for Initial Dependent Members

Only *dependent members* included in the initial enrollment application for this *contract* will be covered on your *effective date*.

Coverage for a Newborn Child

An *eligible child* born to a covered person will be covered from the time of birth until the 31st day after its birth without payment of additional premium or enrollment of the newborn. However, for coverage to be extended beyond 31 days as specified herein, you are required to (A) notify us of the addition of the newborn to your policy and (B) make a premium payment for coverage beginning on day 32 for the newborn child. Failure to provide timely notice and premium payment as provided herein will result in the newborn child's coverage terminating on day 31 after its birth.

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

Coverage for an Adopted Child

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

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

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

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

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

Adding Other Dependent Members

If you are enrolled in an off-exchange policy and apply in writing to add a *dependent member* and you pay the required premiums, we will send you written confirmation of the added *dependent member's* *effective date* of coverage and *member* identification cards for the added *dependent member*.

Prior Hospitalization

If a *member* is confined as an *inpatient* in a *hospital* on the *effective date* of this agreement your Ambetter coverage will apply for *covered services* related to the *inpatient* coverage after your *effective date*. Ambetter coverage requires you notify Ambetter within two calendar days of your *effective date* so we can review and authorize *medically necessary* services. If services are at a non-contracted *hospital*, claims will be paid at the Ambetter allowable and you may be billed for any balance of costs above the Ambetter allowable.

ONGOING ELIGIBILITY

For All Members

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

1. The date that a *member* is no longer within the Grace Period based on a failure to make timely payment. See the Grace Period provision for additional detail.
2. The date the *member* has performed an act or practice that constitutes fraud or made an intentional misrepresentation of a material;
3. The date of termination that the Health Insurance Marketplace provides us upon your request of cancellation to the Health Insurance Marketplace, or if you enrolled directly with us, the date we receive a request from you to terminate this contract, or any later date stated in your request;
4. The date we decline to renew this *contract*, as stated in the Discontinuance provision;
5. The date of a *covered person's* death; or
6. The date a *covered person's* eligibility for insurance under this *contract* ceases due to losing *network* access as the result of a permanent move.
7. The primary *member* residing outside the *service area* or moving permanently outside the *service area* of this plan

If you have material modifications (examples include a change in life event such as marriage, death or other change in family status), or questions related to your health insurance coverage, contact the Health Insurance Marketplace at www.healthcare.gov or 1-800-318-2596. If you enrolled through Ambetter, please contact *Member Services*.

Dependent Members

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

Open Enrollment

There will be an open enrollment period for coverage on the Health Insurance Marketplace. The open enrollment period begins November 1, 2023, and extends through January 15, 2024. *Qualified individuals* who enroll on or prior to December 15, 2023, will have an *effective date* of coverage on January 1, 2024.

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

1. The *qualified individual* has not been determined eligible for *advanced premium tax credits* or *cost-sharing reductions*; or
2. The *qualified individual* pays the entire premium for the first partial month of coverage as well as all *cost sharing*, thereby waiving the benefit of advance payments of the premium tax credit and *cost-sharing reduction* payments until the first of the next month. We will send written annual open enrollment notification to each *member* no earlier than September 1st, and no later than September 30th.

Special Enrollment Periods

In general, a *qualified individual* has 60 calendar days to report certain life changes, known as "qualifying events" to the Health Insurance Marketplace or by using Ambetter's *Enhanced Direct*

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Member Services Department: 1-844-265-1278 (Relay 711)

Ambetter.NHhealthyfamilies.com

Enrollment tool. Qualified Individuals may be granted a Special Enrollment Period where they may enroll in or change to a different Marketplace plan during the current plan year if they have a qualifying event. Qualifying events include:

1. A *qualified individual* or *dependent* experiences a *loss of minimum essential coverage*, non-calendar year group or individual health insurance coverage, *pregnancy-related coverage*, access to healthcare services through coverage provided to a pregnant enrollee's unborn child, or medically needed coverage;
2. A *qualified individual* gains a *dependent* or becomes a *dependent* through marriage, birth, adoption, placement for adoption, placement in foster care, or a child support order or other court order. In the case of marriage, at least one *spouse* must demonstrate having *minimum essential coverage* as described in 26 CFR 1.5000A-1(b) for 1 or more calendar days during the 60 calendar days preceding the date of marriage;
3. A *qualified individual* or *dependent*, who was not previously a citizen, national, or lawfully present individual gains such status; or who is no longer incarcerated or whose incarceration is pending the disposition of charges;
4. A *qualified individual's* enrollment or non-enrollment in a plan is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or its instrumentalities as evaluated and are determined by the Health Insurance Marketplace;
5. An enrollee or *dependent* adequately demonstrates to the Health Insurance Marketplace that the plan in which he or she is enrolled substantially violated a material provision of its *contract* in relation to the enrollee;
6. A *qualified individual*, enrollee, or *dependent*, adequately demonstrates to the Health Insurance Marketplace that a material error related to plan benefits, *service area*, or premium influenced the *qualified individual's* or enrollee's decision to purchase the *QHP*;
7. An enrollee or *dependent* enrolled in the same plan is determined newly eligible or newly ineligible for *advanced premium tax credits* or has a change in *eligibility* for *cost-sharing reductions*;
8. A *qualified individual* or *dependent* who is enrolled in an eligible employer-sponsored plan is determined newly eligible for *advanced premium tax credits* based in part on a finding that such individual is ineligible for qualifying coverage in an eligible-employer sponsored plan in accordance with 26 CFR §1.36B-2(c)(3);
9. A *qualified individual*, enrollee, or *dependent* gains access to new *QHPs* as a result of a permanent move, and had *minimum essential coverage* as described in 26 CFR 1.5000A-1(b) for one or more calendar days during the 60 calendar 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 calendar days after the qualifying event; or applies for coverage at the State Medicaid or CHIP agency during the annual open enrollment period, and is determined ineligible for Medicaid or

- CHIP after open enrollment has ended;
14. A *qualified individual* newly gains access to an employer sponsored Individual Coverage Health Reimbursement Arrangement (ICHRA) (as defined in 45 CFR 146.123(b)) or a Qualified Small Employer Health Reimbursement Arrangement (QSHRA) (as defined in section 9831(d)(2) of the Internal Revenue Code);
 15. At the option of the Health Insurance Marketplace, a *qualified individual* provides satisfactory documentary evidence to verify his or her eligibility for an insurance affordability program or enrollment in a plan through the Health Insurance Marketplace following termination of enrollment due to a failure to verify such status within the time period specified in 45 C.F.R. § 155.315 or is under 100 percent of the federal poverty level and did not enroll in coverage while waiting for Health and Human Services (HHS) to verify his or her citizenship, status as a national, or lawful presence; or
 16. A *qualified individual* or dependent is enrolled in COBRA continuation coverage for which an employer is paying all or part of the premiums, or for which a government entity is providing subsidies, and the employer completely ceases its contributions or government subsidies completely cease.

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

If you are currently enrolled in Ambetter from NH Healthy Families, please contact *Member Services* with any questions related to your health insurance coverage

Coverage Effective Dates for Special Enrollment Periods

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

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

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

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

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

If a *qualified individual*, enrollee, or *dependent* did not receive timely notice of an event that triggers eligibility for a special enrollment period, and otherwise was reasonably unaware that a qualifying event occurred, the Health Insurance Marketplace must allow the *qualified individual*, enrollee, or *dependent* to select a new plan within 60 calendar days of the date that he or she knew, or reasonably should have known, of the occurrence of the triggering event. And at the option of a *qualified individual*, enrollee or *dependent*, the Health Insurance Marketplace must provide the earliest effective that would have been available, based on the applicable qualifying event.

Prior Coverage

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

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

PREMIUMS

Premium Payment

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

Grace Period

When a *member* is receiving a premium subsidy:

After the first premium is paid, a grace period of 3 months 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 Health and Human Services (HHS) of the non-payment of premiums, the *member*, as well as providers, of the possibility of denied claims when the *member* is in the second and third month of the grace period. We will continue to collect *advanced premium tax credits* on behalf of the *member* from the Department of the Treasury and will return the *advanced premium tax credits* on behalf of the *member* for the second and third month of the grace period if the *member* exhausts their grace period as described above. A *member* is not eligible to re-enroll once terminated, unless a *member* has a special enrollment circumstance, such as a marriage or birth in the family or during annual open enrollment periods.

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

Premium payments are due in advance, on a calendar month basis. Monthly payments are due on or before the first day of each month for coverage effective during such month. There is a 30- day grace period. This provision means that if any required premium is not paid on or before the date it is due, it may be paid during the grace period. During the grace period, the *contract* will stay in force; however, claims may pend for *covered services* rendered to the *member* during the grace period. We will notify Health and Human Services (HHS), as necessary, of the non-payment of premiums, the *member*, as well as providers, of the possibility of denied claims when the *member* is in the grace period.

Third Party Payment of Premiums or Cost Sharing

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

1. Ryan White HIV/AIDS Program under title XXVI of the Public Health Service Act;
2. Indian tribes, tribal organizations, or urban Indian organizations;
3. State and Federal Government programs; or
4. Family members.

5. Private, not-for-profit foundations which have no incentive for financial gain, no financial relationship, or affiliation with *providers of covered services* and supplies on behalf of *members*, where eligibility is determined based on defined criteria without regard to health status and where payments are made in advance for a coverage period from the *effective date* of eligibility through the remainder of the *calendar year*.
6. An employer for an employee under an Individual Coverage Health Reimbursement Account (ICHRA) or Qualified Small Employer Health Reimbursement Account (QSEHRA) plan.

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

Misstatement of Age

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

Change of Residence

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

Billing/Administrative Fees

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

Misstatement of Tobacco or Nicotine Use

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

COST SHARING FEATURES

Cost Sharing Features

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

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

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

Coinsurance Amount

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

Deductible

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

Copayments

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

Maximum Out-of-Pocket

You must pay any required *copayments* or *coinsurance amounts* required until you reach the *maximum out-of-pocket amount* shown in your schedule of benefits. After the *maximum out-of-pocket amount* is met for an individual, we will pay 100 percent of the cost for *covered services*. The family *maximum out-of-pocket amount* is two times the individual maximum out-of-pocket amount. For the

family maximum out-of-pocket amount, once a member has met the individual *maximum out-of-pocket amount*, the remainder of the family *maximum out-of-pocket amount* can be met with the combination of any one or more *members' eligible expenses*.

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

The amount provided or payable will be subject to:

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

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

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

Refer to your *schedule of benefits* for *coinsurance* percentage and other limitations.

The amount provided or payable will be subject to:

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

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 *billed amount* 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. However, you will not be balance billed when *balance billing* protections apply to *covered services*.

ACCESS TO CARE

Ambetter Virtual Access Plan

Ambetter Virtual Access provides adult members (ages 18 and up) with primary care services for both medical and behavioral health benefits virtually. All virtual care, including virtual medical and virtual behavioral health is provided through the Ambetter-designated telehealth provider.

Upon enrollment, *members* must select a *Virtual Primary Care PCP*. *Members* may subsequently switch to another *Virtual Primary Care PCP* or a traditional (in-person) *network PCP*, if they wish. Traditional *copayments* or cost share will be required if a *member* selects a traditional (in-person) *PCP* as shown in your *Schedule of Benefits*. *Members* can request a virtual appointment through the *Ambetter-designated telehealth provider's* website.

Members are required to obtain a *referral* from their *PCP* for all services outside of a *PCP* visit. This includes, but is not limited to, in-person office visits, *specialist physician* consultations, and diagnostic testing, as well as visits to a *network* facility. *Emergency services* do not require a *referral*. You do not need a *referral* from your designated *PCP* for network *behavioral health* services, or obstetrical or gynecological treatment and may seek care directly from a *network* obstetrician or gynecologist. For all other *network specialist physicians*, you may be required to obtain a *referral* from your *network PCP* for benefits to be payable under this *contract* or benefits payable under this *contract* may be reduced. Please refer to your *Schedule of Benefits*.

Referrals are required for all *medically necessary* health care services not provided by your *PCP*, excluding *emergency services*, urgent care, *mental health disorders substance use disorders*, chiropractic care, and obstetrical and gynecological services.. If a *referral* is not obtained for non-emergent care, services will be denied. *Covered services* and/or specialties not requiring a *referral* may still require *prior authorization*.

Services performed by a *specialist physician* may have a higher out-of-pocket *member* cost than from services received from a *PCP*.

For any additional questions, please contact *Member Services*.

NOTE: *Cost share* may apply to care received from providers other than the *Ambetter-designated telehealth providers*. Please refer to your *Schedule of Benefits* to see the applicable *cost share* for all *covered services*.

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

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

Changing Your Primary Care Physician (PCP)

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

Contacting Your Primary Care Physician

To make an appointment with your designated *PCP*, request an appointment through the website. If you need help, call *Member Services* and we will help you make the appointment. If you need to cancel or change your appointment, call 24 hours in advance. At every appointment, make sure you bring your *member* identification card and a photo identification.

If you have an urgent medical problem or question or cannot reach your *PCP*, call our 24/7 nurse advice line at 1-844-265-1278. A licensed nurse is always available and ready to answer your health questions. In an emergency, call 911 or head straight to the nearest emergency room

Network Availability

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 or as soon as possible. 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.

NOTE: Services received from *non-network providers* are generally not *covered services* under this contract, except when *balance billing protections* apply to a *covered service* provided by a *non-network provider*. If you receive *covered services* from *non-network providers* that are not subject to *balance billing protections*, benefits will be calculated in accordance with the terms of this *contract* for *non-network providers*.

Coverage Under other Provisions

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

Emergency Services Outside of Service Area

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

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

Non-Emergency Services

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

Continuity of Care

Under the federal No Surprises Act, if a *member* is a *continuing care patient* with respect to a *network provider* and the contractual relationship with the provider is terminated, such that the provider is no longer in the network; or benefits are terminated because of a change in the terms of the participation of the provider, as it pertains to the services the *member* is receiving as a *continuing care patient*, then we will:

1. Notify the *member* on a timely basis of the termination and their right to elect continued transitional care from the provider;
2. Provide the *member* with an opportunity to notify us of the *member's* need for transitional care; and
3. Permit the *member* to elect to continue to have their benefits for the course of treatment relating to their status as a *continuing care patient* during the period beginning on the date on which the notice described in (1) is provided and ending on the earlier of:
 - a. 90 days after the notice described in (1) is provided; or
 - b. the date on which such *member* is no longer a *continuing care patient* with respect to the provider.

New Technology

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

1. New technology
2. New medical procedures
3. New drugs
4. New devices
5. New application of existing technology

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

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

Preferred Partnership

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

Hospital Based Providers

When receiving care at a network *hospital* it is possible that some hospital-based providers may not be *network providers*. If you provide *notice and consent* to waive *balance billing* protections, you may be responsible for payment of all or part of the balance bill. Any amount you are obligated to pay to the *non-network provider* in excess of the eligible expense will not apply to your *deductible amount* or maximum out-of-pocket amount.

MAJOR MEDICAL EXPENSE BENEFITS

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

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

Acquired Brain Injury Services

Benefits for *eligible expenses* incurred for *medically necessary* treatment of an *Acquired brain injury* will be determined on the same basis as treatment for any other physical condition.

1. Cognitive *rehabilitation therapy*,
2. cognitive communication therapy,
3. neurocognitive therapy and *rehabilitation*;
4. neurobehavioral, neuropsychological, neurophysiological and psychophysiological testing and treatment;
5. neurofeedback therapy,
6. remediation required for and related to treatment of an Acquired Brain Injury,
7. post-acute transition services and community reintegration services, including *outpatient* day treatment services, or any other post-acute treatment services are covered, if such services are necessary as a result of and related to an Acquired Brain Injury.

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

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

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

Treatment goals for services may include the maintenance of functioning or the prevention of or

slowing of further deterioration. *Custodial care* is not a *covered service* under this *contract*.

Ambulance Services

Air Ambulance Service Benefits

Covered services will include ambulance services for transportation by fixed wing and rotary wing air ambulance from home, scene of accident or *emergency condition*, subject to other coverage limitations discussed below:

1. In cases where the *member* is experiencing an *emergency condition*, to the nearest *hospital* that can provide services appropriate to treat the *member's emergency condition*.
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 NH Healthy Families Plan.
4. When ordered by an employer, school, fire or public safety official and the *member* is not in a position to refuse; or
5. When a *member* is required by us to move from a *non-network provider* to a *network provider*.

Non-emergency air ambulance services require *prior authorization*. *Prior authorization* is not required for air ambulance services when the *member* is experiencing an *emergency condition*. **NOTE:** You should not be balance billed for covered 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.

Exclusions: No benefits will be paid for:

No benefits will be paid for:

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

Ground and Water Ambulance Service Benefits

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

1. In cases where the *member* is experiencing an *emergency condition*, to the nearest *hospital* that can provide *emergency services* appropriate to treat the *member's emergency condition*.
2. To the nearest neonatal special care unit for newborn infants for treatment of *illnesses*, *injuries*, congenital birth defects, or complications of premature birth that require that level of care.

3. Transportation between *hospitals* or between a *hospital* and skilled nursing or *rehabilitation facility* when *authorized* by Ambetter from NH Healthy Families.

Benefits for air ambulance services are limited to:

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

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

NOTE: Unless otherwise required by Federal or New Hampshire law, if you receive services from *non-network* ambulance *providers*, you may be balance billed.

Exclusions:

No benefits will be paid for:

1. Expenses incurred for ambulance services covered by a local governmental or municipal body, unless otherwise required by law.
2. Non-*emergency* ambulance transportation.
3. Air ambulance:
 - a. Outside of the 50 United States and the District of Columbia;
 - b. From a country or territory outside of the United States to a location within the 50 United States or the District of Columbia; or
 - c. From a location within the 50 United States or the District of Columbia to a country or territory outside of the United States.
4. Ambulance services provided for a *member's* comfort or convenience.
5. Non-*emergency* transportation excluding ambulances (for example, transport van or taxi).
6. When a *member* is required by us to move from a *non-network provider* to a *network provider*.

Autism Spectrum Disorder Benefits

Coverage is provided for *autism spectrum disorders* when prescribed by a physician or behavioral health practitioner and includes the following:

1. evaluation and assessment services;
2. *applied behavior analysis* therapy;
3. behavior training and behavior management;
4. speech therapy;
5. occupational therapy;
6. physical therapy;
7. psychiatric care such as counseling services provided by a licensed psychiatrist, licensed psychologist, professional counselor or clinical social worker; and
8. 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*.

Benefit Limitations

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

Clinical Trial Coverage

Clinical Trial Coverage includes routine patient care costs incurred as the result of an approved phase I, II, III or phase IV clinical trial and the clinical trial is undertaken for the purposes of prevention, early detection, or treatment of cancer or other life-threatening disease or condition. Coverage will include routine patient care costs incurred for

1. drugs and devices that have been approved for sale by the Food and Drug Administration (FDA), regardless of whether approved by the FDA for use in treating the patient's particular condition,
2. reasonable and *medically necessary* services needed to administer the drug or use the device under evaluation in the clinical trial and
3. all items and services that are otherwise generally available to a *qualified individual* that are provided in the clinical trial except:
 - a. The investigational item or service itself;
 - b. Items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; and
 - c. Items and services customarily provided by the research sponsors free of charge for any enrollee in the trial.

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

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

1. One of the National Institutes of Health (NIH).
2. The Centers for Disease Control and Prevention.
3. The Agency for Health Care Research and Quality.
4. The Centers for Medicare & Medicaid Services.
5. A cooperative group or center of any of the entities listed above or the Department of Defense or the Department of Veteran Affairs.
6. The FDA in the form of an investigational new drug application.
7. The study or investigation is a drug trial that is exempt from having such an investigational new drug application
8. The federal Departments of Veterans' Affairs, Defense, or Energy.
9. An institutional review board in this state that has an appropriate assurance approved by the Department of Health and Human Services assuring compliance with and implementation of regulations for the protection of human subjects.
10. A qualified non-governmental research entity that meets the criteria for NIH Center support grant eligibility.

In a clinical trial, the treating facility and personnel must have the expertise and training to provide the treatment and treat a sufficient volume of patients. A *qualified individual* must be eligible to participate in the clinical trial, and either (a) have a *referral* from a doctor stating that the clinical trial would be appropriate for the purposes of prevention, early detection, or treatment of cancer or a life-threatening disease or condition; or (b) the individual must provide medical and scientific information establishing that their participation in the clinical trial would serve the purposes of prevention, early detection, or

treatment of cancer or a life-threatening disease or condition.

Providers participating in clinical trials shall obtain a patient's informed consent for participation in the clinical trial in a manner that is consistent with current legal and ethical standards. Such documents shall be made available to us upon request.

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

Participation in clinical trials is subject to *prior authorization* requirements as outlined in this *contract*.

Dental Anesthesia Coverage

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

Diabetic Care Expense Benefits

Benefits are available for *medically necessary* services and supplies used in the treatment of persons with gestational, type 1 or type II diabetes.

Covered service expenses include, but are not limited to:

1. examinations, (including podiatric examinations)
2. routine foot care such as trimming of nails and corns
3. laboratory and radiological diagnostic testing;
4. self-management equipment, and supplies such as urine and/or ketone strips, blood glucose monitor supplies, glucose strips for the device, and syringes or needles;
5. orthotics and diabetic shoes;
6. urinary protein/microalbumin and lipid profiles;
7. educational health and nutritional counseling for self-management, eye examinations, and prescription medication; and
8. one retinopathy examination screening per year.

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

Dialysis Services

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

Covered expenses include:

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

After you receive appropriate training at a dialysis facility we designate, we also cover equipment and medical supplies required for home hemodialysis and home peritoneal dialysis. Coverage is limited to the standard item of equipment or supplies that adequately meets your medical needs. We will determine if equipment is made available on a rental or purchase basis. At our option, we may authorize the purchase of the equipment in lieu of its rental if the rental price is projected to exceed the equipment purchase price, but only from a *provider* we authorize before the purchase.

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

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

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

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

1. The equipment, supply or appliance is worn out or no longer functions.
2. Repair is not possible or would equal or exceed the cost of replacement. An assessment by our *durable medical equipment* 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.

All types of *durable medical equipment* and supplies are subject to *prior authorization* as outlined by this *contract*. Please see your Schedule of Benefit for benefit levels or additional limits.

Disposable Medical Supplies

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

Durable Medical Equipment

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

Covered Services may include, but are not limited to:

1. Hemodialysis equipment.
2. Crutches and replacement of pads and tips.
3. Pressure machines.
4. Infusion pump for IV fluids and medicine.
5. Glucometer.
6. Tracheotomy tube.
7. Cardiac, neonatal and sleep apnea monitors.
8. Augmentative communication devices are covered when we approve based on the *member's* condition.
9. *Medically necessary* corrective footwear, *prior authorization* may be required

Exclusions:

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

1. Air conditioners.
2. Ice bags/cold pack pump.
3. Raised toilet seats.
4. Rental of equipment if the *member* is in a Facility that is expected to provide such equipment.
5. Translift chairs.
6. Treadmill exerciser.
7. Tub chair used in shower.

Hearing Aids

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

Medical and surgical supplies

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

Covered Services may include, but are not limited to:

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

4. Needles/syringes.
5. Ostomy bags and supplies except charges such as those made by a Pharmacy for purposes of a fitting are not *covered services*.

Exclusions:

Non-Covered 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.

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 device* is billed with it, but not if billed separately.

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

1. Cervical collars.
2. Ankle foot orthosis.
3. Corsets (back and special surgical).
4. Splints (extremity).
5. Trusses and supports.
6. Slings.
7. Wristlets.
8. Built-up shoe.
9. Custom made shoe inserts
10. Devices for correction of positional plagiocephaly
11. Orthopedic shoes
12. Standard elastic stockings

Orthotic devices may be replaced once per year per *member* when *medically necessary* in the *member's* situation. However, additional replacements will be allowed for *members* when *medically necessary*, or for any *member* when an appliance is damaged and cannot be repaired.

Exclusions:

Non-covered services include but are not limited to:

1. Foot support devices, such as arch supports and corrective shoes, unless they are an integral part of a leg brace.
2. Garter belts, and other supplies not specifically made and fitted (except as specified under the Medical Supplies provision).

Prosthetics

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

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

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

Covered Services may include, but are not limited to:

1. Aids and supports for defective parts of the body including but not limited to internal heart valves, mitral valve, internal pacemaker, pacemaker power sources, synthetic or homograft vascular replacements, fracture fixation devices internal to the body surface, replacements for injured or diseased bone and joint substances, mandibular reconstruction appliances, bone screws, plates, and vitallium heads for joint reconstruction.
2. Left Ventricular Assist Devices (LVAD) (only when used as a bridge to a heart transplant).
3. Breast prosthesis whether internal or external, following a mastectomy, and four surgical bras per Benefit Period, as required by the Women's Health and Cancer Rights Act. Maximums for *Prosthetic devices*, if any, do not apply.
4. Replacements for all or part of absent parts of the body or extremities, such as artificial limbs, artificial eyes, etc.
5. Intraocular lens implantation for the treatment of cataract or aphakia. Contact lenses or glasses are often prescribed following lens implantation and are *covered services*. (If cataract extraction is performed, intraocular lenses are usually inserted during the same operative session). Eyeglasses (for example bifocals) including frames or contact lenses are covered when they replace the function of the human lens for conditions caused by cataract *surgery* or *injury*; the first pair of contact lenses or eyeglasses are covered. The donor lens inserted at the time of *surgery* are not considered contact lenses and are not considered the first lens following *surgery*. If the *injury* is to one eye or if cataracts are removed from only one eye and the *member* selects eyeglasses and frames, then reimbursement for both lenses and frames will be covered.
6. Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
7. Restoration prosthesis (composite facial prosthesis).
8. Wigs (the first one following cancer treatment, not to exceed one per Benefit Period) when purchased through a health plan *network provider*.
9. Cochlear implant and Bone Anchored Hearing Aids.

Exclusions:

Non-covered Prosthetic appliances include but are not limited to:

1. Dentures, replacing teeth or structures directly supporting teeth.
2. Dental appliances.
3. Such non-rigid appliances as elastic stockings, garter belts, arch supports and corsets.
4. Wigs when purchased through other than a health plan DME provider.
5. Penile prosthesis in men suffering impotency resulting from disease or *injury*.

Duty to Cooperate

We do not cover services or supplies related to *surrogate pregnancy* unless the *member* is acting as a *surrogate* and has entered into a surrogacy arrangement. For more information on excluded

services, please see the General Limitations 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 calendar days of enrollment or agreement to participate in a *surrogacy arrangement*, send us written notice of the surrogacy arrangement to Ambetter NH Healthy Families at the *Member Services*, 2 Executive Park Drive, Bedford, NH 03110. In the event that a *member* fails to comply with this provision, we reserve our right to enforce this EOC on the bases of fraud, misrepresentation, or false information, up to and including recoupment of all benefits that we paid on behalf of the *surrogate* during the time that the *surrogate* was insured under our contract, plus interest, attorneys' fees, costs and all other remedies available to us.

Emergency Services

If you experience an *emergency condition*, you should call 911 or head straight to the nearest emergency room. We cover *emergency services* both in and out of our *service area*. We cover these services 24 hours a day, seven days a week..

NOTE: Some providers that provide *emergency services* may not be in your *network*. These services are subject to *balance billing protections* and the *non-network provider* may not *balance bill* you for the difference between our *allowed amount* and the provider's *billed amount*.

Family Planning and Contraception

Family planning/contraception benefits are covered under preventive care, without cost sharing, when provided by a *network provider*, and when the care is legal under applicable law. These benefits may include the following for adolescent and adult women, in accordance with the most recent guidelines supported by Health Resources and Services Administration (HRSA):

1. The full range of contraceptives currently identified by the U.S. Food and Drug Administration (FDA), including:
 - a. sterilization *surgery* for women,
 - b. implantable rods,
 - c. copper intrauterine devices,
 - d. intrauterine devices with progestin (all durations and doses),
 - e. injectable contraceptives,
 - f. oral contraceptives (combined pill),
 - g. oral contraceptives (progestin only),
 - h. oral contraceptives (extended or continuous use),
 - i. the contraceptive patch,
 - j. vaginal contraceptive rings,
 - k. diaphragms,
 - l. contraceptive sponges,
 - m. cervical caps,
 - n. condoms,
 - o. spermicides,
 - p. emergency contraception (levonorgestrel) and
 - q. emergency contraception (ulipristal acetate).
2. Coverage is also available for any additional contraceptives approved, granted, or cleared by the FDA (if the patient and the patient's attending provider have determined it to be *medically necessary*).
3. Contraceptive care, such as: screening, education, provision of contraception, counseling and follow-up care (e.g., management, evaluation and changes, including the removal, continuation and discontinuation of contraceptives).

4. Instruction in fertility awareness-based methods, including lactation amenorrhea.

NOTE: Services that are integral to the furnishing of the above-listed preventive care coverage (e.g., anesthesia provided during sterilization Surgery), are also included under preventive care, regardless of whether the service is billed separately.

Formulary or Prescription Drug List

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

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

Specific prescription benefit plan designs may not cover certain products or categories, regardless of their appearance in the formulary. For the most current Ambetter *Formulary* or Prescription Drug List or for more information about our pharmacy program, visit Ambetter.NHhealthyfamilies.com (under “For Member”, “Drug Coverage”) or call *Member Services*.

Habilitation, Rehabilitation and Extended Care Facility Expense Benefits

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

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

Custodial care services are not covered under this *contract*. See your *schedule of benefits* for benefit levels or additional limits.

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

1. The *member* has reached *maximum therapeutic benefit*.

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

Home Health Care Expense Benefits

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

1. *Home health aide services, only if provided in conjunction with skilled registered nurse or licensed practical nursing services.*
2. Professional fees of a licensed respiratory, physical, occupational, or speech therapist required for *home health care*, skilled services of a registered nurse or licensed practical nurse rendered on an *outpatient* basis.
3. Intravenous medication and pain medication.
4. Hemodialysis, and for the processing and administration of blood or blood components.
5. *Necessary medical supplies.*
6. Rental or purchase of *medically necessary durable medical equipment*. At our option, we may authorize the purchase of the equipment in lieu of its rental if the rental price is projected to exceed the equipment purchase price, but only from a provider we authorize before the purchase.
7. Sleep studies are covered when determined to be *medically necessary, prior authorization* may be required. Note: A sleep study can be performed either at home or in a facility.
8. Intermittent skilled nursing services by an R.N. or L.P.N.
9. Medical / social services.
10. Diagnostic services.
11. Nutritional guidance.
12. Training of the patient and/or family/caregiver.
13. Prenatal and postpartum homemaker visits.

Limitations:

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

Schedule of Benefits Exclusion:

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

Home health care services and benefits are subject to *prior authorization* requirements as outlined in this *contract*.

Hospice Care Service Expense Benefits

This provision only applies to a *terminally ill member* receiving *medically necessary* care under a *hospice* care program or in a home setting. *Respite care* is covered on an *inpatient* or home basis to allow temporary relief to family *members* from the duties of caring for a *member* who is undergoing *hospice* care. Respite days that are applied toward the *member's deductible amount* are considered benefits provided and shall apply against any maximum benefit limit for these services. See your *schedule of benefits* for coverage limits.

1. Room and board in a *hospice* facility while the *member* is an *inpatient*.

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

Exclusions and Limitations:

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

1. Medical necessity of services or supplies, to the extent such services or supplies are provided as part of a *hospice care program*; or
2. Expenses for other persons, to the extent those expenses are described above, will not be applied to this provision.

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

Respite care is covered on an *inpatient* or home basis to allow temporary relief to family *members* from the duties of caring for a *covered person* under *hospice care*. Respite days that are applied toward the *members cost share* obligations, are considered benefits provided and shall apply against any maximum benefit limit for these services.

Benefits for *hospice inpatient*, home and outpatient care is subject to *prior authorization* as outlined in this *contract*.

Hospital Benefits

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

1. Daily room and board and nursing services, not to exceed the *hospital's* most common semi-private room rate.
2. Daily room and board and nursing services while confined in an *intensive care unit*.
3. *Inpatient* use of an operating, treatment, or recovery room.
4. Outpatient use of an operating, treatment, or recovery room for *surgery*.
5. Services and supplies, including drugs and medicines, which are routinely provided by the *hospital* for use only while you are *inpatient*.
6. *Emergency services* of an *injury* or *illness*, even if confinement is not required. See your *Schedule of Benefits* for limitations.
7. A private *hospital* room when needed for isolation

How to Fill a Prescription

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

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

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

Infertility Services

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

Insulin

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

Lock-in Program

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

Long Term Acute Care (LTACH)

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

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

1. Complex wound care:
 - a. Daily *physician* monitoring of wound
 - b. Wound requiring frequent complicated dressing changes, and possible repeated debridement of necrotic tissue
 - c. Large wound with possible delayed closure, draining, and/or tunneling or high output fistulas
 - d. Lower extremity wound with severe ischemia
 - e. Skin flaps and grafts requiring frequent monitoring
2. Infectious disease:
 - a. Parenteral anti-infective agent(s) with adjustments in dose
 - b. Intensive sepsis management
 - c. Common conditions include osteomyelitis, cellulitis, bacteremia, endocarditis, peritonitis, meningitis/encephalitis, abscess, and wound infections

3. Medical complexity:

- a. Primary condition and at least two others actively treated co-morbid conditions that require monitoring and treatment
- b. Common conditions include metabolic disorders, stroke, heart failure, renal insufficiency, necrotizing pancreatitis, emphysema (COPD), peripheral vascular disease, and malignant/end-stage disease

4. *Rehabilitation*:

- a. Care needs cannot be met in a *rehabilitation* or skilled nursing facility
- b. Patient has a comorbidity requiring acute care
- c. Patient is able to participate in a goal-oriented *rehabilitation* plan of care
- d. Common conditions include CNS conditions with functional limitations, debilitation, amputation, cardiac disease, orthopedic surgery

5. Mechanical ventilator support:

- a. Failed weaning attempts at an acute care facility
- b. Patient has received mechanical ventilation for 21 consecutive days for 6 hours or more per day
- c. Ventilator management required at least every 4 hours as well as appropriate diagnostic services and assessments
- d. Patient exhibits weaning potential, without untreatable and/or progressive lung and/or neurological conditions
- e. Patient is hemodynamically stable and not dependent on vasopressors
- f. Respiratory status is stable with maximum PEEP requirement 10 cm H₂O, and FiO₂ 60% or less with O₂ saturation at least 90 percent
- g. Common conditions include complications of acute lung injury, disorders of the central nervous and neuromuscular systems, and cardiovascular, respiratory, and pleural/chest wall disorders
- h. Patient continues to meet the criteria above and does not meet the criteria to be transitioned to alternate level of care.

LTACH benefits are subject to *prior authorization* requirements as outlined in this *contract*.

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.

Mail Order Pharmacy

Mail Order Pharmacy offers a convenient way to receive your prescriptions. Eligible prescriptions will be safely delivered right to your door at no extra charge to you. You will still be responsible for your regular copayment/coinsurance. To enroll for mail order delivery or for any additional questions, please refer to our Ambetter website. Once on our Ambetter website, click on “For *Members*”, followed by “Drug Coverage”. Under the “Mail Order” section, you will find details on your in-network mail order pharmacies and next steps for enrollment.

Mammography Coverage

Covered services for routine screenings for breast cancer shall include screenings at the following

intervals:

1. one screening mammogram for high-risk persons ages 35 through 39;
2. one screening mammogram every two years, or annually, for all persons ages 40 through 49; and one mammogram per year for all persons 50 years of age and over.

In addition, coverage for diagnostic mammography will be provided to any *member*, regardless of age, who has been diagnosed with breast cancer, when such services are referred by a *medical practitioner* acting with the scope of the practitioner's license.

Maternity Care

An *inpatient* stay is covered for mother and newborn for a minimum of 48 hours following a vaginal delivery and 96 hours following a delivery by cesarean section. We do not require that a *physician* or other health care provider obtain *prior authorization* including professional and facility services for childbirth in a facility or the home, including the services of a New Hampshire Certified Midwife. An *inpatient* stay longer than 48 hours for a vaginal delivery or 96 hours for a cesarean delivery will require notification to the Health plan. Maternity care for a *member's dependent member* and services for newborns delivered of *dependent members* are covered on the same basis as the *Member*.

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

Post-Discharge Care

Post-discharge care shall consist of a minimum of two visits at least one of which shall be in the home, in accordance with accepted maternal and neonatal physical assessments, by a registered professional nurse with experience in maternal and child health nursing or a *physician*. The location and schedule of the post-discharge visits shall be determined by the attending *physician*. Services provided by the registered professional nurse or *physician* shall include, but not be limited to, physical assessment of the newborn and mother, parent education, assistance and training in breast or bottle feeding, education and services for complete childhood immunizations, the performance of any necessary and appropriate clinical tests and submission of a metabolic specimen satisfactory to the state laboratory. Such services shall be in accordance with the medical criteria outlined in the most current version of the "Guidelines for Perinatal Care" prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists, or similar guidelines prepared by another nationally recognized medical organization. Any abnormality, in the condition of the mother or the child, observed by the nurse shall be reported to the attending *physician* as medically appropriate.

Prior authorization may be required for any *covered service* outside of Maternity Care or delivery for *physician* home visits, as any other service done in the home requires *prior authorization*. For specific *prior authorization* requirements, you can call Member Services, go onto your *member* portal, or ask your *physician*, who in turn could look up the CPT code for the service in the pre-screen tool on the NH website.

Medical and Surgical Expense Benefits

Covered services provided under this provision are subject to all other terms and conditions of the Contract, including the *deductible amount* and *cost sharing* provisions. *Covered services* may also be subject to *prior authorizations* and *cost sharing requirements* and include, but are not limited to, the following services

1. For *surgery* in a *physician's* office, an *inpatient* facility, an *outpatient* facility or a *surgical facility*, including services and supplies.
2. For medical services in an office or facility that is provided by a *medical practitioner*, or *specialist physician* including consultations, and *surgery* related services.
3. For *durable medical equipment*, *prosthetic devices*, *orthotic devices* or other *necessary medical supplies* following a medical or surgical procedure such as crutches, orthopedic splints, braces, casts. Please see the *Durable Medical Equipment* provision of this *contract*.
4. For pre-surgical and post-surgical procedures and testing, including but not limited to, diagnostic services using radiologic, ultrasonographic, or laboratory services”
 - a. Laboratory tests or radiological examinations done on an outpatient basis in a *hospital* or other facility accepted by the *hospital* before *hospital* confinement or outpatient *surgery* or procedures. The tests must be for the same bodily *illness* or *injury* causing the *member* to be *hospitalized* or to have the outpatient *surgery* or procedure.
 - b. Bone density studies
 - c. Clinical laboratory tests
 - d. Gastrointestinal laboratory procedures
 - e. Pulmonary function tests
 - f. Genetic testing
 - g. For *medically necessary* genetic or molecular cancer testing, including but not limited to, tumor mutation testing, next generation sequencing, hereditary germline mutation testing, pharmacogenomics testing, whole exome, genome sequencing and biomarker testing
5. For perfluoroalkyls (PFAS) and perfluorinated compound (PFC) blood testing.
6. For long-term antibiotic therapy for tick-borne *illness* when determined to be *medically necessary* and ordered by a licensed infectious disease *physician*.
7. For chemotherapy(including oral chemotherapy), inhalation therapy, infusion therapy, and radiation therapy or treatment in a *hospital* or office setting. .
8. For hemodialysis, and the charges by a *hospital* or facility for processing and administration of genetic testing, blood or blood components, including cost of blood, blood plasma and blood plasma expanders, which is not replaced by you.
9. For the cost and administration of anesthesia, oxygen, drugs, medications and biologicals
10. For *medically necessary* dental *surgery* due to:
 - a. An accidental *injury* which results in damage to natural teeth. *Injury* to the natural teeth will not include any *injury* as a result of chewing.
 - b. *Surgery* to correct a functional defect which results from a congenital and/or acquired disease or anomaly.
 - c. Cleft lip and cleft palate for an eligible *member*. *Covered services* include medical, dental, speech therapy, audiology, and nutrition services only if such services are prescribed by the treating *physician* or surgeon and such *physician* or surgeon certifies that such services are *medically necessary* and consequent to treatment of the cleft lip or cleft palate.
 - d. Dental anesthesia charges include coverage for the administration of general anesthesia and *hospital* charges for dental care, rendered by a dentist, provided to the following *members*:
 - i. A *member* whose treating *medical practitioner* in consultation with the dentist, determines the *member* has a significantly complex dental condition or a developmental disability in which patient management in the dental office has proved to be ineffective; or
 - ii. A *member* who has one or more medical conditions that would create significant or undue medical risk for the *member* during delivery of any dental treatment or *surgery* if not rendered in a *hospital* or ambulatory surgical center.

- iii. Necessary dental treatment is that which, if left untreated, is likely to result in a medical condition. Use of general anesthesia in a *hospital* or ambulatory surgical center is subject to *prior authorization*. Please call *Member Services* to confirm your benefits for the use of general anesthesia in a *hospital* or ambulatory surgical center.
- 11. For *medically necessary* reconstructive or cosmetic *surgery* including, but not limited to:
 - a. reconstructive breast *surgery* charges as a result of a partial or total mastectomy. Coverage includes *surgery* and reconstruction of the diseased and non- diseased breast, and *prosthetic devices* necessary, to restore a symmetrical appearance and treatment in connection with other physical complications resulting from the mastectomy including lymphedema
 - b. *reconstructive surgery* for craniofacial abnormalities.
- 12. For *surgery*, to treat craniomandibular disorders, malocclusions, or disorders of the temporomandibular joint, as well as removable appliances for TMJ repositioning and related *surgery*, medical care, and diagnostic services.
- 13. For *medically necessary chiropractic care* or *manipulative therapy* treatment on an outpatient basis only
- 14. For *medically necessary* immunizations, monitoring, screenings, re-screenings and laboratory testing for newborn in the early detection, diagnosis and intervention of a condition or disorder. This also includes, but not limited to, hearing or audiological services, follow-up examinations and pulse oximetry.
- 15. For *medically necessary* transplants:
- 16. For children's early intervention therapy for expenses arising from the services of licensed and credentialed occupational therapists, physical therapists, speech-language pathologists, and clinical social workers working with children from birth to 36 months of age with an identified developmental disability and/or delay.
- 17. For the diseases and ailments caused by obesity and morbid obesity and treatment for such, including bariatric surgery, when the prescribing *physician* has issued a written order stating that treatment is *medically necessary* and in accordance with the *member's* qualifications and treatment standards set forth by the American Society for Metabolic and Bariatric *Surgery* or the American College of Surgeons. Such treatment standards may include, but not be limited to, pre-operative psychological screening and counseling, behavior modification, weight loss counseling, exercise regimens, nutritional counseling, and post- operative follow-up, overview, and counseling of dietary, exercise, and lifestyle changes. The covered insured person shall be at least 18 years of age.
- 18. 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 or transplant procedures.
- 19. For X-rays, Magnetic Resonance Imaging (MRI), Computed Tomography (CT scan), Positron Emission Tomography/Single Photon Emission Computed Tomography (PET/SPECT), and other diagnostic services. See Radiology, Imaging and Other Diagnostic Testing provision of this *contract* .
- 20. For telemedicine for *covered services* provided within the scope of practice of a *physician* or other health care provider as a method of delivery of medical care by which a *member* shall receive medical services from a health care provider without in-person contact with the provider.
- 21. For naturopathy providers.
- 22. For *medically necessary* allergy testing and treatment including allergy injections, and serum.
- 23. Coverage for *medically necessary* bone mass measurement and for diagnosis and treatment of osteoporosis.
- 24. *Medically necessary telehealth services* *Telehealth Services* not provided by *Virtual 24/ Care*

and *Virtual Primary Care* would be subject to the same cost sharing as the same health care services when delivered to a *member* in-person.

25. For the treatment of breast cancer by dose-intensive chemotherapy bone marrow transplants or stem cell transplants when performed pursuant to nationally accepted peer review protocols utilized by breast cancer treatment centers experienced in dose-intensive chemotherapy bone marrow transplants or stem cell transplants
26. For cancer screenings, as follows:
 - a. A pelvic examination and pap smear for any nonsymptomatic woman who is a *member*, in accordance with the current American Cancer Society guidelines.
 - b. A prostate examination and laboratory tests for cancer for any nonsymptomatic man who is a *member*, in accordance with the current American Cancer Society guidelines; and
27. A colorectal cancer examination and laboratory tests for cancer for any nonsymptomatic *member*, in accordance with the current American Cancer Society guidelines.
28. For respiratory and pulmonary therapy.
29. For *medically necessary* immunizations to prevent respiratory syncytial virus (RSV), and for *medically necessary* genetic blood tests.
30. For 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.
31. For testing of pregnant women and other *members* for lead poisoning.
32. For *medically necessary* footcare treatment that may require *surgery*; *prior authorization* may be required
33. For routine patient care for *members* enrolled in an eligible cancer clinical trial that is deemed an *experimental or investigational* treatment if the services provided are otherwise considered *covered services* under this *contract*. See the Clinical Trial Coverage provision of this *contract*.
34. For the following types of *medically necessary* implants and tissue grafts:
 - a. Cornea transplants
 - b. Artery or vein grafts
 - c. Heart valve grafts
 - d. Prosthetic tissue replacement, including joint replacements
 - e. Implantable prosthetic lenses, in connection with cataracts
 - f. Skin grafts
35. For *surgery* or services related to cochlear implants and bone-anchored hearing aids.
36. For *medically necessary* services for complications arising from medical and surgical conditions.
37. For respiratory, pulmonary, cardiac, physical, occupational and speech therapy services. Please see Habilitation, *Rehabilitation* and *Extended Care Facility* Expense Benefits provisions of this *contract*.
38. For dermatology services which are limited to the following: *medically necessary* minor *surgery*, tests and office visits provided by a dermatologist who is a *network* provider.
39. For *medically necessary* biofeedback services.

If your provider has the capability, your coverage will include online visit services. *Covered services* include a medical consultation using the internet via a webcam, chat or voice. *Non-covered services* include, but are not limited to, communications used for:

1. Reporting normal laboratory or other test results

2. Office appointment requests
3. Billing, insurance coverage or payment questions
4. Requests for referrals to doctors outside the online care panel
5. Benefit precertification
6. *Physician to physician* consultation

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

Medical Dental Services

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

Coverage is also provided for:

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

Medication Balance-On-Hand

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

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

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

Notice and *Proof of Loss*:

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

Prescription refills are subject to the following:

Ophthalmic prescriptions

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

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

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

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

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

1. The date the original prescription was dispensed to the *member*
2. The date the most recent refill of the prescription was dispensed to the *member*.

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

Non-ophthalmic prescriptions

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

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

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

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

Non-Covered Services and Exclusions:

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

1. For *prescription drugs* for the treatment of erectile dysfunction or any enhancement of sexual performance, unless such treatment is listed on the formulary.
2. For weight loss *prescription drugs* unless otherwise listed on the formulary.
3. For immunization agents, blood, or blood plasma, except when used for preventive care and listed on the formulary.
4. For medication that is to be taken by the *member*, in whole or in part, at the place where it is dispensed.
5. For medication received while the *member* is a patient at an institution that has a facility for dispensing pharmaceuticals.
6. For a refill dispensed more than 12 months from the date of a *physician's* order.
7. For more than the predetermined *managed drug limitations* assigned to certain drugs or classification of drugs.
8. For a *prescription order* that is available in over the counter form, or comprised of components that are available in over-the-counter form, and is therapeutically equivalent, except for over-the-counter products that are listed on the formulary.
9. For drugs labeled "Caution - limited by federal law to *investigational* use" or for *investigational* or *experimental* drugs.
10. For any drug that we identify as therapeutic duplication through the drug *utilization review* program.
11. For more than a 30-day supply when dispensed in any one prescription or refill, or for maintenance drugs up to a 90-day supply when dispensed by mail order or a pharmacy that participates in extended day supply *network*. Specialty drugs, and other select drug categories, are limited to 30-day supply when dispensed by retail or mail order. Please note that only the 90-day supply is subject to the discounted *cost sharing*. Mail orders less than 90 calendar days are subject to the standard *cost sharing* amount.
12. For *prescription drugs* for any *member* who enrolls in Medicare Part D as of the date of his or her enrollment in Medicare Part D. *Prescription drug* coverage may not be reinstated at a later date.
13. Foreign *prescription medications*, except those associated with an *emergency* medical condition while you are traveling outside the United States. These exceptions apply only to medications with an equivalent FDA-approved *prescription medication* that would be covered under this document if obtained in the United States.
14. For prevention of any diseases that are not endemic to the United States, such as malaria, and where preventative treatment is related to *member's* vacation during out of country travel. This section does not prohibit coverage of treatment for aforementioned diseases.
15. For medications used for cosmetic purposes.
16. For drugs unless otherwise listed on the formulary.
17. For any controlled substance that exceeds state established maximum morphine equivalents in a particular time period, as established by state laws and regulations.

18. For any drug related to dental restorative treatment or treatment of chronic periodontitis, where drug administration occurs at dental practitioner's office.
19. For any drug dispensed from a non-lock-in pharmacy while *member* is in a lock-in program.
20. For any prescription or over the counter version of vitamin(s) unless otherwise included on the formulary.
21. For any injectable medication or biological product that is not expected to be self-administered by the *member* at *member's* place of *residence* unless listed on the formulary.
22. Medication refills where a *member* has more than 15 calendar days' supply of medication on hand.
23. For immunization agents otherwise not required by the Affordable Care Act

Mental Health and Substance Use Disorder Benefits

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

Services will be provided on an *inpatient* and outpatient basis for the treatment of mental health and *substance use disorder* diagnoses. If you need mental health and/or *substance use disorder* treatment, you may choose any *provider* participating in our mental health network and do not need a *referral* from your PCP in order to initiate treatment. *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 behavioral health services are included on a non-discriminatory basis for all *Members* for the diagnosis and *medically necessary* active treatment of mental health and *substance use disorder*, as defined in this *contract*

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

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

Inpatient

1. *Inpatient* psychiatric hospitalization;
2. *Inpatient* detoxification treatment;
3. *Inpatient rehabilitation*;
4. Crisis stabilization;
5. *Residential treatment facility* for mental health and *substance use*; and
6. Electroconvulsive Therapy (ECT).

Outpatient

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

6. Individual and group therapy for mental health and *substance use*;
7. Medication Assisted Treatment – combines behavioral therapy and medications to treat *substance use disorders*;
8. Medication management services;
9. Psychological and Neuropsychological testing and assessment;
10. *Applied behavior analysis* for treatment of *autism spectrum disorder*;
11. *Telehealth services*, provided on the same basis and to the same extent (including cost share amounts) for the provision of in-person health care services (includes individual/family therapy; medication monitoring; assessment and evaluation);
12. Electroconvulsive Therapy (ECT);
13. Biofeedback;
14. *Transcranial Magnetic Stimulation* (TMS); and

Expenses for these services are covered, if *medically necessary* and may be subject to *prior authorization*. However, we will not require *prior authorization* for *inpatient* withdrawal management services or *inpatient* treatment services. Please see your *schedule of benefits* for more information regarding services that require *prior authorization*.

In addition, integrated *care management* is available for all of your health care needs, including behavioral health. Please call *Member Services* to be referred to a care manager for an assessment.

Newborn Charges

Medically necessary services, including *hospital* services, are provided for a covered newborn child immediately after birth. Please refer to the *Dependent member Coverage* section of this document for details regarding Coverage for a Newborn Child/Coverage for an Adopted Child.

Newborns and Mothers’ Health Protection Act Statement of Rights

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

Non-Formulary Prescription Drugs

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

Nutritional Counseling

When deemed *medically necessary* by your provider, nutritional counseling is a covered benefit.

Outpatient Medical Supplies Expense Benefits

Covered expenses for outpatient medical supplies are limited to charges:

1. For artificial eyes or larynx, breast prosthesis, or basic artificial limbs (but not the replacement thereof, unless required by a physical change in the *covered person* and the item cannot be modified). If more than one *prosthetic device* can meet a *covered person’s* functional needs,

only the charge for the most cost-effective *prosthetic device* will be considered a *covered expense*.

2. For one pair of foot orthotics per year per *covered person*.
3. For rental of *medically necessary durable medical equipment*.
4. For the rental of one Continuous Passive Motion (CPM) machine per *covered person* following a covered joint *surgery*.
5. For one pair of eyeglasses or contact lenses per *covered person* following a covered cataract *surgery*.
6. Services related to diagnosis, treatment and appropriate management of osteoporosis when such services are provided by a person licensed to practice medicine and *surgery* in the state, if the *member* has a condition or medical history for which bone mass measurement is medically indicated.
7. Testing of pregnant women and other *members* for lead poisoning.

Self-injectable Drugs

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

Over the Counter (OTC) Prescriptions

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

Prescription Drug Exception Process

Standard exception request

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

Expedited exception request

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

External exception request review

If we deny a request for a standard exception or for an expedited exception, the *member*, the *member’s authorized representative* or the *member’s prescribing provider* may request that the original exception request and subsequent denial of such request be reviewed by an independent review organization. We will make our determination on the external exception request and notify the

member, the *member's authorized representative* or the *member's* prescribing *provider* of our coverage determination no later than 72 hours following receipt of the request, if the original request was a standard exception, and no later than 24 hours following its receipt of the request if the original request was an expedited exception.

If we grant an external exception review of a standard exception request, we will provide coverage of the non-*formulary* drug for the duration of the prescription. If we grant an external exception review of an expedited exception request, we will provide coverage of the non-*formulary* drug for the duration of the exigency.

Prescription Drug Expense Benefits

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

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

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

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

Extended Day's Supply

Maintenance medications are generally taken daily for chronic and lifelong conditions. Extended days supply fills (up to 90 calendar days) of select maintenance medications are available exclusively through select pharmacies. For more information please consult our website.

Preventive Care Services

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

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, to the extent the care is not illegal under applicable law

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

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.

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 calendar days advance notice to you before any material modification will become effective, including any changes to preventive benefits covered under this contract. You may access our website or call *Member Services* 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.NHhealthyfamilies.com.

Prostate Specific Antigen Testing

Covered services include an annual digital rectal examination and prostate specific antigen test performed to determine the level of prostate specific antigen in the blood for a *member* who is average-risk and at least 50 years of age (if high-risk of prostate cancer, eligibility starts between 40 - 49 years of age).

Split-Fill Dispensing Program

Members are limited to 15-day supplies for the first 90 calendar 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 calendar days, *members* will fill their medications for 30-day supplies.

Second Medical Opinion

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

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

If requested, the second opinion consultation is to be provided by a *physician* of the *member's* choice. The *member* may select a *network provider* listed in the Provider Directory. If a *member* chooses a *network provider*, he or she will only be responsible for the applicable cost sharing for the consultation. Any lab tests and/or diagnostic and therapeutic services are subject to additional cost sharing. If a second medical opinion is obtained by a *non-network provider*, *prior authorization* must be obtained before services are considered an *eligible expense*. If *prior authorization* is not obtained for a second medical opinion from a *non-network provider*, you will be responsible for the related expenses. If you see a *non-network provider*, you may be *balance billed* for services received.

Social Determinants of Health Supplemental Benefits

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

Social determinants of health benefits and services may be offered to enrollees through the “My Health Pays” wellness program and through our website. Enrollees may receive notifications about available benefits and services through emails from local health plans and/or through the “My Health Pays” notification system. To inquire about these benefits and services or other benefits available, you may visit our website at Ambetter.NHhealthyfamilies.com or by contacting *Member Services*.

Temporomandibular Joint Disorder and Craniomandibular Disorder Expense Benefits

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

Transplant Expense Benefits

Covered services for transplant service expenses:

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

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

1. If both the donor and recipient have coverage provided by the same insurer each will have their benefits paid by their own coverage program.

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

If we determine that a *member* and donor are appropriate candidates for a *medically necessary* transplant or live donation, *covered service expense* benefits will be provided for:

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

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

Ancillary "*Center of Excellence*" Service Benefits:

A *member* may obtain services in connection with a *medically necessary* transplant from any *provider*. However, if a *medically necessary* transplant is performed in a *Center of Excellence*:

1. We will pay for the following services when the *member* is required to travel more than 60 miles from the *residence* to the *Center of Excellence*.
2. We will pay a maximum of \$10,000 per transplant service for the following services:
 - a. Transportation for the *member*, any live donor, and the *immediate family* to accompany the *member* to and from the *Center of Excellence*, in the United States.
 - b. When *member* and/or donor is utilizing their personal transportation vehicle; a mileage log is required for reimbursement.
 - c. Maximum reimbursement for mileage is limited to travel to and from the *member's* home to the transplant facility, and to and from the donor's home to the transplant facility and will be reimbursed at the current IRS mileage standard for miles driven for medical purposes.
 - d. Lodging at or near the *Center of Excellence* for any live donor and the *immediate family* accompanying the *member* while the *member* is confined in the *Center of Excellence* in

the United States. We will reimburse *members* for the proof of the costs directly related for transportation, lodging and any of the following approved items listed in the *member* transplant reimbursement guidelines. However, you must make the arrangements and provide the necessary paid receipts for reimbursement within 6 months of the date of service in order to be reimbursed.

- e. Incurred costs related to a certified/registered service animal for the transplant enrollee and/or donor.
- f. Please refer to the *member* resources page for *member* reimbursement transplant travel forms and information at Ambetter.NHhealthyfamilies.com.

Non-Covered services and Exclusions:

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

- 1. For a prophylactic bone marrow harvest or peripheral blood stem cell collection when no *medically necessary* transplant occurs.
- 2. For animal to human transplants.
- 3. For procurement or transportation of the organ or tissue, unless expressly provided for in this provision through the *Center of Excellence*.
- 4. To keep a donor alive for the transplant operation, except when authorized through the *Center of Excellence*.
- 5. For a live donor where the live donor is receiving a transplanted organ to replace the donated organ.
- 6. Related to transplants unauthorized through the *Center of Excellence* and is not included under this provision as a transplant.
- 7. For a transplant under study in an ongoing phase I or II clinical trial as set forth in the United States Food and Drug Administration (FDA) regulation, regardless of whether the trial is subject to FDA oversight.
- 8. The acquisition cost for the organ or bone marrow, when provided at an *unauthorized* facility or not obtained through the *Center of Excellence*.
- 9. For any transplant services and/or travel related expenses for *member* and donor, when performed outside of the United States.
- 10. The following ancillary items listed below, will not be subject to *member* reimbursement under this *contract*:
 - a. Alcohol/tobacco
 - b. Car Rental (unless pre-approved by Case Management)
 - c. Vehicle Maintenance for motorized and hybrid, and electric car (includes: any repairs/parts, labor, general maintenance, towing, roadside assistance, etc.)
 - d. Parking, such as but not limited to hotel, valet or any offsite parking other than *hospital*.
 - e. Storage rental units, temporary housing incurring rent/mortgage payments.
 - f. Utilities, such as gas, water, electric, housekeeping services, lawn maintenance, etc.
 - g. Speeding tickets
 - h. Entertainment (e.g., movies, visits to museums, additional mileage for sightseeing, etc.)
 - i. For any services related to pet care, boarding, lodging, food, and/or travel expenses; other than those related to certified/registered service animal(s).
 - j. Expenses for persons other than the patient and his/her covered companion
 - k. Expenses for lodging when *member* is staying with a relative
 - l. Any expense not supported by a receipt
 - m. Upgrades to first class travel (air, bus, and train)
 - n. Personal care items (e.g., shampoo, deodorant, clothes)
 - o. Luggage or travel related items including passport/passport card, REAL ID travel ids, travel insurance, TSA pre-check, and early check-in boarding fees, extra baggage fees.

- p. Souvenirs (e.g., t-shirts, sweatshirts, toys)
- q. Telephone calls/mobile bills, replacement parts, or cellular purchases of any type.
- r. All other items not described in the *contract* as *eligible expenses*.
- s. Any fuel costs/charging station fees for electric cars.

Urgent Care Service Benefits

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

Members are encouraged to contact their *PCP* for an appointment before seeking care from another provider. Virtual urgent care services are available through *Virtual 24/7 Care*. Additionally, you can call the 24/7 Nurse Advice Line, at 1-844-264-1278 (Relay 711). The 24/7 Nurse Advice Line is available 24 hours a day, seven days a week. A registered nurse can help you decide the kind of care most appropriate for your specific need. Urgent care is not covered for services received by a *non-network provider* or at a *non-network facility*.

Wellness and Other Program Benefits

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

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

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

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

PRIOR AUTHORIZATION

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

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

Prior Authorization Required

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

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

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

Pursuant to the federal No Surprises Act, *emergency services* received from a *non-network provider* are *covered services* without *prior authorization*.

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

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

1. At least five calendar days prior to an elective admission as an *inpatient* in a *hospital*, extended care or *rehabilitation facility*, or *hospice* facility.
2. At least 30 calendar days prior to the initial evaluation for organ transplant services.
3. At least 30 calendar days prior to receiving clinical trial services.
4. Within 24 hours of any *inpatient* admission, including emergent *inpatient* admissions.
5. At least five days prior to the start of *home health care* except those *members* needing *home health care* after *hospital* discharge.

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

1. For immediate request situations, within one business day, when the lack of treatment may result in an *emergency* room visit or *emergency* admission.
2. For urgent concurrent reviews within 24 hours of receipt of the request.
3. For urgent pre-service reviews, within 72 hours from date of receipt of request.
4. For non-urgent pre-service requests within 15 calendar days of receipt of the request.
5. For post-service or retrospective reviews, within 30 calendar days.

You do not need to obtain *prior authorization* from us or from any other person (including your PCP) in order to obtain access to obstetrical or gynecological care from a *medical practitioner* in our network who specializes in obstetrics or gynecology. The *medical practitioner*, however, may be required to comply with certain procedures, including obtaining *prior authorization* for certain services, following a pre-approved treatment plan or procedures for making referrals. For a list of participating *medical practitioners* who specialize in obstetrics or gynecology, contact *Member Services*.

How to Obtain Prior Authorization

To obtain *prior authorization* or to confirm that a *network provider* has obtained *prior authorization*, contact *Member Services* before the service or supply is provided to the *member*.

Failure to Obtain Prior Authorization

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

Benefits will not be reduced for failure to comply with *prior authorization* requirements prior to receiving emergency services. However, you must contact us as soon as reasonably possible after you receive the emergency services.

Prior Authorization Does Not Guarantee Benefits

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

Prior Authorization Denials

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

Requests for Predeterminations

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

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

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

Services from Non- Network Providers

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

GENERAL LIMITATIONS AND EXCLUSIONS

No benefits will be provided or paid for:

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

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

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

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

1. For services or supplies that are provided prior to the *effective date* or after the termination date of this *contract*.
2. For any portion of the charges that are in excess of the *eligible expense*.
3. For cosmetic breast reduction or augmentation, except for the *medically necessary* treatment of gender dysphoria.
4. For the reversal of sterilization and vasectomies.
5. For abortion unless *medically necessary* or the life of the mother would be endangered if the fetus were carried to term, and the procedure is not otherwise illegal under *applicable law*.
6. For expenses for television, telephone, or expenses for other persons.
7. For career counseling, marriage, divorce, family, or child counseling for the treatment of premarital, marriage, family, or child relationship dysfunctions.
8. For telephone consultations between providers, except those meeting the definition of *telehealth services*, or for failure to keep a scheduled appointment.
9. For services provided outside of a virtual visit, when a *referral* is not obtained *through Virtual Care by Ambetter providers*, except in an emergency, or as specified elsewhere in this *contract*.
10. For stand-by availability of a *medical practitioner* when no treatment is rendered.
11. For *dental service expenses*, including braces for any medical or dental condition, *surgery* and treatment for oral *surgery*, except as expressly provided for under Medical and Surgical Expense Benefits.
12. For treatment of malocclusions disorders of the temporomandibular joint, or craniomandibular disorders, except as described in *covered service expenses* of the Medical and Surgical Expense Benefits provisions.
13. For cosmetic treatment, except for *reconstructive surgery* that is incidental to or follows *surgery* or an *injury* that was covered under the policy or is performed to correct a birth defect.
14. For charges related to, or in preparation for, tissue or organ transplants, except as expressly provided for under the Transplant Service Expense Benefits.
15. For eye refractive *surgery*, when the primary purpose is to correct nearsightedness, farsightedness, or astigmatism.
16. While confined primarily to receive *rehabilitation*, *custodial care*, educational care, or nursing services (unless expressly provided for in this *contract*).

17. For vocational or recreational therapy, vocational *rehabilitation*, outpatient speech therapy, or occupational therapy, except as expressly provided for in this *contract*.
18. For eyeglasses, contact lenses, hearing aids, Cochlear Implants, Bone Anchored Hearing Aids, eye refraction, visual therapy, or for any examination or fitting related to these devices, except as expressly provided in this *contract*.
19. For *experimental or investigational treatment(s) or unproven services*. The fact that an *experimental or investigational treatment or unproven service* is the only available treatment for a particular condition will not result in benefits if the procedure is considered to be an *experimental or investigational treatment or unproven service* for the treatment of that particular condition.
20. For treatment received outside the United States, except for a medical *emergency* while traveling for up to a maximum of 90 consecutive days.
21. As a result of an *injury or illness* arising out of, or in the course of, employment for wage or profit, if the *member* is insured, or is required to be insured, by workers' compensation insurance pursuant to applicable state or federal law. If you enter into a settlement that waives a *member's* right to recover future medical benefits under a workers' compensation law or insurance plan, this exclusion will still apply. In the event that the workers' compensation insurance carrier denies coverage for a *member's* workers' compensation claim, this exclusion will still apply unless that denial is appealed to the proper governmental agency and the denial is upheld by that agency.
22. For fetal reduction *surgery*.
23. Except as specifically identified as a *covered service expense* under the *contract*, or as directed by a *Naturopathic physician*, services or expenses for acupuncture, aromatherapy, hypnotism, massage therapy, rolfing, and other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.
24. Services you would not have to pay for if you didn't have this Plan. This includes, but is not limited to government programs, services during a jail or prison sentence, services you get from Workers Compensation, and services from free clinics. If Workers' Compensation benefits are not available to you, this Exclusion does not apply. This Exclusion will apply if you get the benefits in whole or in part. This Exclusion also applies whether or not you claim the benefits or compensation, and whether or not you get payments from any *third party*.
25. As a result of any *injury* sustained while at a *residential treatment facility*.
26. 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.
27. For the following miscellaneous items (except where required by federal or state law): in-vitro fertilization, artificial insemination, biofeedback; care or complications resulting from non-*covered services*; chelating agents; domiciliary care; food and food supplements except for what is indicated in the Medical Foods provision; health club memberships, unless otherwise covered; home test kits; care or services provided to a non-*member* biological parent; nutrition or dietary supplements; pre-marital lab work; processing fees; private duty nursing; *rehabilitation services* for the enhancement of job, athletic, or recreational performance; routine or elective care outside the *service area*; sclerotherapy for varicose veins; treatment of spider veins; transportation expenses, unless specifically described in this *contract*;
28. *Surgical procedure* relating to fertility or infertility.
29. Diagnostic testing, laboratory procedures, screenings or examinations performed for the purpose of obtaining, maintaining, or monitoring employment.
30. Mental Health Services are excluded:
 - a. For services for psychological testing associated with the evaluation and diagnosis of learning disabilities.

- b. Pre-marital counseling.
 - c. Any non-*medically necessary* court-ordered care or testing, unless required by state law or required as a condition of parole or probation. Benefits will be allowed for services that are *medically necessary* and would otherwise be covered under this *contract*.
 - d. Testing of ability, aptitude, intelligence, or interest; and
 - e. Evaluation for the purpose of maintaining employment. Benefits will be allowed for services that would otherwise be covered under this *contract*.
31. Services which are custodial or residential in nature.
32. Habilitative services that are solely educational in nature or otherwise paid under state or federal law for purely educational services.
33. For any claim submitted by non-lock-in pharmacy while *member* is in lock-in status. To facilitate appropriate benefit use and prevent opioid overutilization, *member's* participation in lock-in status will be determined by review of pharmacy claims.
34. *Surrogacy Arrangement*. Health care services, including supplies and medication, to a *surrogate* who is not a *member* under this *contract*. This exclusion applies to all health care services, supplies and medication to a *surrogate* including, but not limited to:
- a. Prenatal care.
 - b. Intrapartum care (or care provided during delivery and childbirth)
 - c. Postpartum care (or care for the *surrogate* following childbirth)
 - d. Mental Health Services related to the *surrogacy arrangement*
 - e. Expenses relating to donor semen, including collection and preparation for implantation
 - f. Donor gamete or embryos or storage of same relating to a *surrogacy arrangement*
 - g. Use of frozen gamete or embryos to achieve future conception in a *surrogacy arrangement*
 - h. Preimplantation genetic diagnosis relating to a *surrogacy arrangement*
 - i. Any complications of the child or *surrogate* resulting from the *pregnancy*
 - j. Any other health care services, supplies and medication relating to a *surrogacy arrangement*
 - k. Any and all health care services, supplies or medication provided to any child birthed by a *surrogate* as a result of a *surrogacy arrangement* are also excluded, except where the child is the adoptive child of insureds possessing an active *contract* with us and/ or the child possesses an active *contract* with us at the time of birth; or
35. For any medicinal and recreational use of cannabis or marijuana
36. For expenses, services, and treatments from an Acupuncture specialist to stimulate the central nervous system.
37. Immunizations that are not *medically necessary* or medically indicated. This includes those used for travel and occupational.
38. For expenses, services, and treatments from a massage therapist to touch and manipulate the muscles and other soft tissues of the body.
39. For expenses, services, and treatments related to private duty nursing in an *inpatient*, outpatient or home location.
40. For weight loss programs, gym memberships, exercise equipment, or meal preparation programs.
41. For expenses, services, and treatments related to private duty nursing in an *inpatient* location.
42. 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.
43. Assertive Community Treatment (ACT).

TERMINATION

Termination of Contract

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

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

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

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

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

For Dependents

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

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

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

Refund upon Cancellation

We will refund any premium paid and not earned due to *contract* termination. You may cancel the *contract* at any time by written notice, delivered or mailed to the Health Insurance Marketplace, or if an off-exchange *member* by written notice, delivered or mailed to us. Such cancellation shall become effective upon receipt, or on such later date specified in the notice. If you cancel, we shall promptly return any unearned portion of the premium paid, but in any event shall return the unearned portion of the premium within 30 calendar days. The earned premium shall be computed on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the *effective date* of the cancellation.

Discontinuance

90-Day Notice: If we discontinue offering all *contracts* issued on this form, with the same type and level of benefits, for all residents of the state of New Hampshire, we will provide a written notice to you at least 90 calendar days prior to the date that we discontinue coverage. You will be offered an option to purchase any other coverage in the individual market we offer in the state of New Hampshire at the time of discontinuance of this *contract*. This option to purchase other coverage will be on a guaranteed issue basis without regard to health status.

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

Notification Requirements

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

Continuation of Coverage

We will issue the continuation of coverage:

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

CLAIMS

Notice of Claim

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

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

Claim Forms

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

Proof of Loss

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

How to Submit a Claim

Providers will typically submit claims on your behalf, but sometimes you may need to submit claims yourself for *covered services*. This may happen if your provider is not contracted with us.

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

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

Ambetter from NH Healthy Families
Attn: Claims Department
P.O. Box 5010
Farmington, MO 63640-5010

Cooperation Provision

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

1. Sign, date and deliver to us *authorizations* to obtain any medical or other information, records or documents we deem relevant from any person or entity.

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

If any *member*, or other person acting on his or her behalf, fails to provide any of the items or information requested or to take any *action* requested, the claim(s) will be closed and no further *action* will be taken by us unless and until the item or information requested is received or the requested *action* is taken, subject to the terms and conditions of the *contract*.

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

Time for Payment of Claims

All benefits payable under this *contract* for a *loss*, other than *loss* for which this *contract* provides any periodic payment, will be paid within 15 calendar days after receipt of due written proof of such *loss* in the form of a clean claim where claims are submitted electronically, and will be paid within 30 calendar days after receipt of due written proof of such *loss* in the form of clean claim where claims are submitted in paper format. Benefits due under the policies and claims are overdue if not paid within 15 calendar days or 30 calendar days, whichever is applicable, after the insurer receives a clean claim containing necessary medical information and other information essential for the insurer to administer preexisting condition, and subrogation provisions. A “clean claim” means a claim received by an insurer for adjudication and which requires no further information, adjustment or alteration by the *provider* of services or the *member* in order to be processed and paid by the insurer. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim under this provision. A clean claim includes resubmitted claims with previously identified deficiencies corrected. Errors, such as system errors, attributable to the insurer, do not change the clean claim status.

A clean claim does not include any of the following:

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

Not later than 15 calendar days after the date the insurer actually receives an electronic claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the *provider* (where the claim is owed to the *provider*) or the *member* (where the claim is owed to the *member*) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Not later

than 30 calendar days after the date the insurer actually receives a paper claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the *provider* (where the claim is owed to the *provider*) or the *member* (where the claim is owed to the *member*) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by the insurer shall be paid within 20 calendar days after receipt.

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

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

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

Payment of Claims

Except as set forth in this provision, all benefits are payable to you. Any accrued benefits unpaid at your death, or your *dependent member's* death may, at our option, be paid either to the beneficiary or to the estate. If any benefit is payable to your or your *dependent member's* estate, or to a beneficiary who is a minor or is otherwise not competent to give valid release, we may pay up to \$1,000 to any relative who, in our opinion, is entitled to it.

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

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

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

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

Foreign Claims Incurred for Emergency Care

Emergency services are *covered services* while traveling outside of the United States for up to a maximum of 90 consecutive days. If travel extends beyond 90 consecutive days, no benefit coverage is provided for the entire period of travel, including the first 90 days.

Claims incurred outside of the United States for *emergency services* must be submitted within 180 calendar days from the date of service. Foreign claims must also include the applicable medical records 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.NHhealthyfamilies.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 we have reviewed all the necessary documentation and the claim for *emergency services* has been processed, a *member* Explanation of Benefits (EOB) will be mailed. The EOB will identify *member* responsibility according to the *member's contract* at the time of travel. If services are deemed as true emergency services, including that they were provided to treat a *member's emergency condition*, the *member* will be issued reimbursement payment for any eligible incurred costs, minus *member* cost share obligation.

Assignment

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

No Third-Party Beneficiaries

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

Medicaid Reimbursement

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

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

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

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

Insurance with Other Insurers

If there is other valid coverage, not with us, providing benefits for the same *loss* on a provision of service basis or an expense incurred basis, payment shall not be prorated or reduced. If such is the case, the *member* shall be entitled to payment from both insurers. Provided, however, that the provisions of this subparagraph shall not prohibit the issuance of a *benefits deductible*. *Benefits deductible*, as used herein, means the value of any benefits provided on an expense incurred basis which are provided with respect to covered medical expenses by any other *hospital, surgical or medical insurance contract or hospital or medical service subscriber contract or medical practice or other prepayment plan, or any other plan or program* whether on an insured or uninsured basis. Provided, however, that the term *benefits deductible* shall not mean the value of benefits provided with respect to medical or liability insurance offered under either a general liability insurance contract or an auto insurance contract. If there be other valid coverage, not with this insurer, providing benefits for the same *loss* on other than an expense incurred basis, payment shall not be prorated or reduced. In such a case, the insured shall be entitled to payment from both insurers.

Custodial Parent

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

Upon request by the custodial parent, we will:

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

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

Physical Examination

We shall have the right and opportunity to examine a *member* while a claim is pending or while a dispute over the claim is pending. These examinations are made at our expense and as often as we may reasonably require.

Legal Actions

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

APPEAL, COMPLAINT AND GRIEVANCE PROCEDURES

Internal Procedures

Applicability/Eligibility

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

An eligible grievant is:

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

Important: *Adverse benefit determinations* that are not *grievances* will follow standard Affordable Care Act internal *appeals* processes.

Appeals

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

You or your *authorized representative* have the right to file an internal *appeal* of a denial of health benefits in writing, either by mail or by facsimile (fax). For an urgent request, you may also file an *appeal* by telephone to:

Ambetter from NH Healthy Families
ATTN: Grievances & Appeals Department
2 Executive Park Drive Bedford, NH 03310
Fax: 1-877-851-3992

Claimants have the right to submit written comments, documents, records, and other information relating to the claim for benefits. Claimants have the right to review the claim file and to present evidence and testimony as part of the internal review process.

You have up to 180 calendar days to file an *appeal*. The 180 calendar days start on the date of the *adverse benefit determination*.

Appeals will be promptly investigated. A plan that is providing benefits for an ongoing course of treatment cannot be reduced or terminated without providing advance notice and an opportunity for advance review. The plan is required to provide continued coverage pending the outcome of an *appeal*.

Resolution Timeframes

1. *Appeals* regarding quality of care, quality of service, or *reformation* will be resolved within 30 calendar days of receipt. The time period may be extended for an additional 14 calendar days (making the maximum time for the entire *appeal* process 44 calendar days) if we provide the

claimant and the *claimant's authorized representative*, if applicable, written notification of the following within the first 30 calendar days:

- a. That we have not resolved the *appeal*.
 - b. When our resolution of the *grievance* may be expected; and
 - c. The reason why the additional time is needed.
2. All other *appeals* will be resolved, and we will notify the *claimant* in writing with the *appeal* decision within the following timeframes:
- a. *Post-service claim*: within 30 calendar days after receipt of the *claimant's* request for internal *appeal*.
 - b. *Pre-service claim*: within 30 calendar days after receipt of the *claimant's* request for internal *appeal*.

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

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

Acknowledgement

Within five business days of receipt of an *appeal*, a written acknowledgment to the claimant or the claimant's *authorized representative* confirming receipt of the *appeal* must be delivered or deposited in the mail.

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

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

Expedited Appeal

An *expedited appeal* may be submitted orally or in writing. All necessary information, including our determination on review, will be transmitted between the claimant and us by telephone, facsimile, or other available similarly expeditious method.

An *expedited appeal* shall be resolved as expeditiously as the *claimant's* health condition requires but not more than 72 hours after receipt of the *appeal*.

Due to the 72-hour resolution timeframe, the standard requirements for notification and acknowledgement do not apply to *expedited appeals*.

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

Written Appeal Response

Appeal response letters shall describe, in detail, the *appeal* procedure and the notification shall include the specific reason for the denial, determination or initiation of disenrollment.

The panel's written decision to the grievant must include:

1. The disposition of and the specific reason or reasons for the decision.
2. Any corrective *action* taken on the *appeal*
3. If upheld or partially upheld, it is also necessary to include:
 - a. A clear explanation of the decision.
 - b. Reference to the specific plan provision on which the determination is based
 - c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant 's claim for benefits.
 - d. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request
 - e. If the *adverse benefit determination* is based on a medical necessity or *experimental treatment* or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant 's medical circumstances, or a statement that such explanation will be provided free of charge upon request.
 - f. Identification of medical experts whose advice was obtained on behalf of the health plan, without regard to whether the advice was relied upon in making the *adverse benefit determination*
 - g. The date of service
 - h. The health care *provider's* name
 - i. The claim amount
 - j. The diagnosis and procedure codes with their corresponding meanings, or an explanation that the diagnosis and/or procedure codes are available upon request
 - k. The health plan's denial code with corresponding meaning
 - l. A description of any standard used, if any, in denying the claim
 - m. A description of the external review procedures, if applicable
 - n. The right to bring a civil *action* under state or federal law
 - o. A copy of the form that authorizes the health plan to disclose protected health information, if applicable.

- p. That assistance is available by contacting the specific state's consumer assistance department, if applicable; and
- q. A culturally linguistic statement based upon the claimant's county or state of *residence* that provides for oral translation of the *adverse benefit determination*, if applicable.

Internal Grievance

Internal Grievance Procedures

When you are dissatisfied with the quality of service or the quality of care you have received from the plan or from our contracted providers, you or someone you have *authorized* to speak for you on your behalf (*authorized representative*) can request a *grievance* regarding the:

1. Availability, delivery, or quality of health care services, systems, and materials
2. The interactions or relationship between you and Ambetter from NH Healthy Families
3. Failure to respect your rights
4. Our denial to process your request for *appeal* as an expedited internal first level appeal

You or your *authorized representative* may file the *grievance* in writing, either by mail or by facsimile (fax). If you require assistance in filing a *grievance* or if you are unable to submit the *grievance* in writing, you can call *Member Services* to ask for help through the process.

Ambetter from NH Healthy Families
ATTN: Grievances & Appeals Department
2 Executive Park Drive Bedford, NH 03310
Fax: 1-877-851-3992

Once your *grievance* is received, we will acknowledge receipt of your request in five business days and is required to review and investigate your concerns. The Health plan will notify you or your *authorized representative* of our resolution, which will include:

1. the nature of the Grievance,
2. the specific information reviewed/considered,
3. the resolution,
4. standard criteria and/or clinical guidelines used in the basis for the decision, and
5. your right to request an Internal Appeal, as appropriate.

We will give you or your *authorized representative* an answer in writing within 30 calendar days from receipt of your non-urgent grievance. We may extend the timeframe for making a decision on your *grievance* for up to 14 calendar days, making the maximum time for the entire *grievance* process 44 calendar days. If an extension is necessary, we will provide you or your *authorized representative*, if applicable, written notification within the first 30 calendar days. Once a resolution is determined, we will notify you of the *grievance* resolution in writing within two business days not to exceed the total resolution timeframe. The notice of resolution shall include the results of the resolution process, detail to identify the *grievance* (provider, claim number, diagnosis, etc.), the date it was completed and further *appeal* rights, if any.

For clinically urgent grievances, we will notify you or your *authorized representative* of our resolution as expeditiously as your health requires not to exceed 72 hours from receipt of your request and we will provide the resolution in writing.

You, or your *authorized representative*, have the right to request a free copy of the documentation used in this decision. You can also ask to get copies, at no cost to you, of all the documents used to review your grievance.

There will be no retaliation of any sort against the you, your *authorized representative*, or your *provider* for filing a *grievance*.

External Review

An external review decision is binding on us. An external review decision is binding on the claimant except to the extent the claimant has other remedies available under applicable federal or state law. We will pay for the costs of the external review performed by the independent review organization.

Non-Dependent or Dependent

If you are a Medicare beneficiary, and, as a result of the provisions of Title XVIII of the Social Security Act and implementing regulations, Medicare is:

1. secondary to the plan covering you as a dependent; and
2. primary to the plan covering you as other than a dependent (e.g., a retired employee).

Then the order of benefits is reversed so that the plan covering you as an employee, member, subscriber, policyholder, or retiree is the secondary plan and the *other plan* covering you as a dependent is the primary plan.

Applicability/Eligibility

The *appeal* procedures apply to:

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

After exhausting the internal review process, the claimant has 180 calendar days to make a written request to the State Insurance Department for external review after the date of receipt of our internal response.

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

3. Claimants may request an expedited external review at the same time the internal *expedited appeal* is requested, and the State Insurance Department will determine if the internal *expedited appeal* needs to be completed before proceeding with the expedited external review.

External review is available for *appeals* that involve:

1. Medical judgment, including but not limited to those based upon requirements for medical necessity, appropriateness, healthcare setting, level of care or effectiveness of a *covered service*; or the determination that a treatment is *experimental* or *investigational*, as determined by an external reviewer; or
2. A determination of whether *surprise billing protections* apply and the *member cost-sharing* that applies for services subject to *surprise billing protections*; or
3. *Rescissions* of coverage.

Standard External Review Process

1. Within seven business days after the date of receipt of a request for external review, the New Hampshire Insurance Commissioner (“Commissioner” shall complete a preliminary review of the request to determine whether:
 - a. You are or were a *member* under the health benefit plan.
 - b. The determination that is the subject of the request for external review meets the conditions of eligibility for external review; and
 - c. The *member* has provided all the information and forms required by the commissioner that are necessary to process a request for an external review.
2. Upon completion of the preliminary review, the Commissioner shall immediately notify you or your *authorized representative* in writing:
 - a. Whether the request is complete; and
 - b. Whether the request has been accepted for external review.
3. If the request is not complete, the Commissioner shall inform you or your *authorized representative* what information or documents are needed to make the request complete and to process the request. You or your *authorized representative* must submit such information or documentation within 10 calendar days of being notified that the request was incomplete.
4. If the request for external review is accepted, the Commissioner shall:
 - a. Include in the notice provided to you a statement that if you wish to submit new or additional information or to present oral testimony via teleconference, such information shall be submitted, and the oral testimony shall be scheduled and presented, within 20 calendar days of the date of issuance of the notice. However, oral testimony shall be permitted only in cases when the Commissioner determines, based on evidence provided by you that it would not be feasible or appropriate to present only written testimony.
 - b. Immediately notify us in writing of the request for external review and its acceptance.
5. If the request for external review is not accepted, the Commissioner shall inform you or your *authorized representative* and us in writing of the reason for its non-acceptance.
6. At the time a request for external review is accepted, the Commissioner shall select and retain an independent review organization that is certified to conduct the external review.
7. Within 10 calendar days after the date of issuance of the notice provided, we shall provide to the selected independent review organization and to you all information in our possession that is relevant to the adjudication of the matter in dispute.
8. The selected independent review organization will review all of the information and documents received from us and any other information submitted by you or your *authorized representative* or treating provider with the request for external review and any testimony provided.
9. The selected independent review organization shall render a decision upholding or reversing

the *adverse determination* and notify you or your *authorized representative* in writing within 20 calendar days of the date that any new or additional information from the *member* is due.

Expedited External Review Process

1. Expedited external review shall be available when your treating health care provider certifies to the Commissioner that adherence to the time frames for Standard External Review would seriously jeopardize the life or health of you or would jeopardize your ability to regain maximum function.
2. At the time the Commissioner receives a request for an expedited external review, the Commissioner shall immediately make a determination whether the request meets the standard for expedited external review. If these conditions are met, the Commissioner shall immediately notify us. If the request is not complete, the Commissioner shall immediately contact you or your *authorized representative* and attempt to obtain the information or documents that are needed to make the request complete.
3. The Commissioner shall select and retain an independent review organization that is certified to conduct the expedited external review.
4. When handling a review on an expedited basis, the selected independent review organization shall make a decision and notify you as expeditiously as your medical condition requires, but in no event more than 72 hours after the expedited external review is requested.
5. If the notice provided pursuant to item four in this list, was not in writing, within two business days after the date of providing that notice, the selected independent review organization shall provide written confirmation of the decision to you or your *authorized representative*.
6. All requirements for Standard External Review apply to Expedited External Review.

Upon receipt of a notice of a decision by the IRO reversing the *adverse benefit determination*, we will approve the *covered service* that was the subject of the *adverse benefit determination*. The eligible grievant/*claimant* may file a request for an external review with the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or at 603-271-2261.

Assistance can also be received by contacting the New Hampshire Insurance Department. Additionally, included as an attachment to this *contract* is the New Hampshire Insurance Department's "Managed Care Consumer Guide to External *Appeal*."

Appeals And Grievances Filing, External Review, And Key Communication Timelines

	Timely Filing	Acknowledgement	Resolution	Allowable Extension
Standard Grievance	180 Calendar Days	5 Business Days	30 Calendar Days	14 Calendar Days
Standard Pre-Service Appeal	180 Calendar Days	5 Business Days	30 Calendar Days	14 Calendar Days
Expedited Pre-Service Appeal	180 Calendar Days	N/A	72 Hours	14 Calendar Days
Standard Post-Service Appeal	180 Calendar Days	5 Business Days	30 Calendar Days	14 Calendar Days
External Review	180 Calendar Days	N/A	60 Calendar Days	N/A
Expedited External Review	180 Calendar Days	N/A	72 Hours	N/A

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

Definitions

For the purpose of the Section, the following definitions shall apply:

A *plan* is any of the following that provides benefits or services for medical care or treatment. A plan includes group, individual or blanket disability insurance contracts, and group or individual contracts issued by health care service contractors or health maintenance organizations (HMO), Closed Panel Plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental plan, as permitted by law.

Plan does not include: *hospital* indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for nonmedical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental plans, unless permitted by law.

Allowable Expense except as outlined below is a health care expense, including deductibles, coinsurance and *copayments*, and without reduction for any applicable deductible, that is covered at least in part by any plan covering you. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. When Medicare, Part A, Part B, Part C, or Part D is primary, Medicare's allowable amount is the allowable expense.

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

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

Order of Benefit Determination Rules

75841 NH013-2024

Member Services Department: 1-844-265-1278 (Relay 711)

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If there be other valid coverage, not with this insurer, providing benefits for the same loss on a provision of service basis or an expense incurred basis, payment shall not be prorated or reduced. If such a case, the insured shall be entitled to payment from both insurers. Provided, however, that the provisions of this subparagraph shall not prohibit the issuance of a "benefits deductible" on policies determined by the insurance commissioner as major medical policies. The term "benefits deductible", as used herein, means the value of any benefits provided on an expense incurred basis which are provided with respect to covered medical expenses by any other hospital, surgical or medical insurance policy or hospital or medical service subscriber contract or medical practice or other prepayment plan, or any other plan or program whether on an insured or uninsured basis. Provided, however, that the term "benefits deductible" shall not mean the value of benefits provided with respect to medical or liability insurance offered under either a general liability insurance policy or an auto insurance policy. Further, to the extent payment is due to a Provider, rather than You, the Provider is not entitled to duplicate payments for the same service, and in no event shall the total payment to the Provider exceed the lesser of the negotiated rate, the Allowable Expenses, or the Provider's billed charges.

Non-Dependent or Dependent

If you are a Medicare beneficiary, and, as a result of the provisions of Title XVIII of the Social Security Act and implementing regulations, Medicare is:

1. secondary to the plan covering you as a dependent; and
2. primary to the plan covering you as other than a dependent (e.g., a retired employee).

Then the order of benefits is reversed so that the plan covering you as an employee, member, subscriber, policyholder, or retiree is the secondary plan and the *other plan* covering you as a dependent is the primary plan.

GENERAL PROVISIONS

Entire Contract

This *contract*, with your *schedule of benefits* and the application is the entire *contract* between you and us. No agent may:

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

Non-Waiver

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

Rescissions

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

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

Repayment for Fraud, Misrepresentation or False Information

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

Conformity with State Laws

Any part of this *contract* in conflict with the laws of New Hampshire on this *contract's effective date* or on any premium due date is changed to conform to the minimum requirements of New Hampshire state law.

Time Limit on Certain Defenses

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

Personal Health Information (PHI)

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

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

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

Language

If you don't speak or understand the language in your area, you have the right to an interpreter. For language assistance, please visit www.ambetter.nhhealthyfamilies.com/language-assistance.html.

Conformity with Applicable Laws

Any part of this *contract* in conflict with *applicable laws* on this *contract's* effective date or on any premium due date is changed to conform to the minimum requirements of the *applicable laws*.

PATIENT'S BILL OF RIGHTS

- I. The patient shall be treated with consideration, respect, and full recognition of the patient's dignity and individuality, including privacy in treatment and personal care and including being informed of the name, licensure status, and staff position of all those with whom the patient has contact, pursuant to RSA 151:3-b.
- II. The patient shall be fully informed of a patient's rights and responsibilities and of all procedures governing patient conduct and responsibilities. This information must be provided orally and in writing before or at admission, except for emergency admissions. Receipt of the information must be acknowledged by the patient in writing. When a patient lacks the capacity to make informed judgments the signing must be by the person legally responsible for the patient.
- III. The patient shall be fully informed in writing in language that the patient can understand, before or at the time of admission and as necessary during the patient's stay, of the facility's basic per diem rate and of those services included and not included in the basic per diem rate. A statement of services that are not normally covered by Medicare or Medicaid shall also be included in this disclosure.
- IV. The patient shall be fully informed by a health care provider of his or her medical condition, health care needs, and diagnostic test results, including the manner by which such results will be provided and the expected time interval between testing and receiving results, unless medically inadvisable and so documented in the medical record, and shall be given the opportunity to participate in the planning of his or her total care and medical treatment, to refuse treatment, and to be involved in experimental research upon the patient's written consent only. For the purposes of this paragraph "health care provider" means any person, corporation, facility, or institution either licensed by this state or otherwise lawfully providing health care services, including, but not limited to, a physician, hospital or other health care facility, dentist, nurse, optometrist, podiatrist, physical therapist, or psychologist, and any officer, employee, or agent of such provider acting in the course and scope of employment or agency related to or supportive of health care services.
- V. The patient shall be transferred or discharged after appropriate discharge planning only for medical reasons, for the patient's welfare or that of other patients, if the facility ceases to operate, or for nonpayment for the patient's stay, except as prohibited by Title XVIII or XIX of the Social Security Act. No patient shall be involuntarily discharged from a facility because the patient becomes eligible for Medicaid as a source of payment.
- VI. The patient shall be encouraged and assisted throughout the patient's stay to exercise the patient's rights as a patient and citizen. The patient may voice grievances and recommend changes in policies and services to facility staff or outside representatives free from restraint, interference, coercion, discrimination, or reprisal.
- VII. The patient shall be permitted to manage the patient's personal financial affairs. If the patient authorizes the facility in writing to assist in this management and the facility so consents, the assistance shall be carried out in accordance with the patient's rights under this subdivision and in conformance with state law and rules.
- VIII. The patient shall be free from emotional, psychological, sexual and physical abuse and from exploitation, neglect, corporal punishment and involuntary seclusion.
- IX. The patient shall be free from chemical and physical restraints except when they are authorized in writing by a physician for a specific and limited time necessary to protect the patient or others from injury. In an emergency, restraints may be authorized by the

designated professional staff member in order to protect the patient or others from injury. The staff member must promptly report such action to the physician and document same in the medical records.

- X. The patient shall be ensured confidential treatment of all information contained in the patient's personal and clinical record, including that stored in an automatic data bank, and the patient's written consent shall be required for the release of information to anyone not otherwise authorized by law to receive it. Medical information contained in the medical records at any facility licensed under this chapter shall be deemed to be the property of the patient. The patient shall be entitled to a copy of such records upon request. The charge for the copying of a patient's medical records shall not exceed \$15 for the first 30 pages or \$.50 per page, whichever is greater; provided, that copies of filmed records such as radiograms, x-rays, and sonograms shall be copied at a reasonable cost.
- XI. The patient shall not be required to perform services for the facility. Where appropriate for therapeutic or diversional purposes and agreed to by the patient, such services may be included in a plan of care and treatment.
- XII. The patient shall be free to communicate with, associate with, and meet privately with anyone, including family and resident groups, unless to do so would infringe upon the rights of other patients. The patient may send and receive unopened personal mail. The patient has the right to have regular access to the unmonitored use of a telephone.
- XIII. The patient shall be free to participate in activities of any social, religious, and community groups, unless to do so would infringe upon the rights of other patients.
- XIV. The patient shall be free to retain and use personal clothing and possessions as space permits, provided it does not infringe on the rights of other patients.
- XV. The patient shall be entitled to privacy for visits and, if married, to share a room with his or her spouse if both are patients in the same facility and where both patients consent, unless it is medically contraindicated and so documented by a physician. The patient has the right to reside and receive services in the facility with reasonable accommodation of individual needs and preferences, including choice of room and roommate, except when the health and safety of the individual or other patients would be endangered.
- XVI. The patient shall not be denied appropriate care on the basis of age, sex, gender identity, sexual orientation, race, color, marital status, familial status, disability, religion, national origin, source of income, source of payment, or profession.
- XVII. The patient shall be entitled to be treated by the patient's physician of choice, subject to reasonable rules and regulations of the facility regarding the facility's credentialing process.
- XVIII. The patient shall be entitled to have the patient's parents, if a minor, or spouse, or next of kin, unmarried partner, or a personal representative chosen by the patient, if an adult, visit the facility, without restriction, if the patient is considered terminally ill by the physician responsible for the patient's care.
- XIX. The patient shall be entitled to receive representatives of approved organizations as provided in RSA 151:28.
- XX. The patient shall not be denied admission to the facility based on Medicaid as a source of payment when there is an available space in the facility.
- XXI. Subject to the terms and conditions of the patient's insurance plan, the patient shall have access to any provider in his or her insurance plan network and referral to a provider or facility within such network shall not be unreasonably withheld pursuant to RSA 420-J:8, XIV.

- XXII. The patient shall not be denied admission, care, or services based solely on the patient's vaccination status.
- XXIII. (a) In addition to the rights specified in paragraph XVIII, the patient shall be entitled to designate a spouse, family member, or caregiver who may visit the facility while the patient is receiving care. A patient who is a minor may have a parent, guardian, or person standing in loco parentis visit the facility while the minor patient is receiving care.
- (b)(1) Notwithstanding subparagraph (a), a health care facility may establish visitation policies that limit or restrict visitation when:
- (A) The presence of visitors would be medically or therapeutically contraindicated in the best clinical judgment of health care professionals;
- (B) The presence of visitors would interfere with the care of or rights of any patient;
- (C) Visitors are engaging in disruptive, threatening, or violent behavior toward any staff member, patient, or another visitor; or
- (D) Visitors are noncompliant with written hospital policy.
- (2) Upon request, the patient or patient's representative, if the patient is incapacitated, shall be provided the reason for denial or revocation of visitation rights under this paragraph.
- (c) A health care facility may require visitors to wear personal protective equipment provided by the facility, or provided by the visitor and approved by the facility. A health care facility may require visitors to comply with reasonable safety protocols and rules of conduct. The health care facility may revoke visitation rights for failure to comply with this subparagraph.
- (d) Nothing in this paragraph shall be construed to require a health care facility to allow a visitor to enter an operating room, isolation room, isolation unit, behavioral health setting or other typically restricted area or to remain present during the administration of emergency care in critical situations. Nothing in this paragraph shall be construed to require a health care facility to allow a visitor access beyond the rooms, units, or wards in which the patient is receiving care or beyond general common areas in the health care facility.
- (e) The rights specified in this paragraph shall not be terminated, suspended, or waived by the health care facility, the department of health and human services, or any governmental entity, notwithstanding declarations of emergency declared by the governor or the legislature. No health care facility licensed pursuant to RSA 151:2 shall require a patient to waive the rights specified in this paragraph.
- (f) Each health care facility licensed pursuant to RSA 151:2 shall post on its website:
- (1) Informational materials explaining the rights specified in this paragraph;
- (2) The patients' bill of rights which applies to the facility on its website; and
- (3) Hospital visitation policy detailing the rights and responsibilities specified in this paragraph, and the limitations placed upon those rights by written hospital policy on its website.
- (g) Unless expressly required by federal law or regulation, the department or any other state agency shall not take any action arising out of this paragraph against a health care facility for:
- (1) Giving a visitor individual access to a property or location controlled by the health care facility;
- (2) Failing to protect or otherwise ensure the safety or comfort of a visitor given access to a property or location controlled by the health care facility;
- (3) The acts or omissions of any visitor who is given access to a property or location controlled by the health care facility.

If you, or someone you are helping, have questions about Ambetter from NH Healthy Families, and are not proficient in English, you have the right to get help and information in your language at no cost and in a timely manner. If you, or someone you are helping, have an auditory and/or visual condition that impedes communication, you have the right to receive auxiliary aids and services at no cost and in a timely manner. To receive translation or auxiliary services, please contact Member Services at 1-844-265-1278 (TTY 1-855-742-0123).

Spanish	Si usted, o alguien a quien está ayudando, tiene preguntas acerca de Ambetter from NH Healthy Families y no domina el inglés, tiene derecho a obtener ayuda e información en su idioma sin costo alguno y de manera oportuna. Si usted, o alguien a quien está ayudando, tiene un impedimento auditivo o visual que le dificulta la comunicación, tiene derecho a recibir ayuda y servicios auxiliares sin costo alguno y de manera oportuna. Para recibir servicios auxiliares o de traducción, comuníquese con Servicios para Miembros al 1-844-265-1278 (TTY 1-855-742-0123).
French	Si vous-même ou une personne que vous aidez avez des questions à propos d'Ambetter from NH Healthy Families et que vous ne maîtrisez pas l'anglais, vous pouvez bénéficier gratuitement et en temps utile d'aide et d'informations dans votre langue. Si vous-même ou une personne que vous aidez souffrez d'un trouble auditif ou visuel qui entrave la communication, vous pouvez bénéficier gratuitement et en temps utile d'aides et de services auxiliaires. Pour profiter de services de traduction ou de services auxiliaires, veuillez contacter Services aux membres au 1-844-265-1278 (TTY 1-855-742-0123).
Chinese	如果您，或是您正在協助的對象，有關於 Ambetter from NH Healthy Families 方面的問題，且不精通英語，您有權利免費並及時以您的母語獲幫助和訊息。如果您，或您正在協助的對象有聽力和/或視力上的問題，阻礙了溝通，您有權利免費並及時獲得輔助支援與服務。若要取得翻譯或輔助服務，請聯絡會員服務部，電話是 1-844-265-1278 (TTY 1-855-742-0123)。
Nepali	यदि तपाईं स्वयं वा तपाईंले मद्दत गरिरहनुभएको कोही व्यक्तिसँग Ambetter from NH Healthy Families सँग सम्बन्धित प्रश्नहरू छन् र तपाईं दुवै अंग्रेजीमा निपुण हुनुहुन्न भने तपाईंसँग निःशुल्क रूपमा र समयमै आफ्नो भाषामा मद्दत र जानकारी प्राप्त गर्ने अधिकार छ। यदि तपाईं वा तपाईंले मद्दत गरिरहनुभएको व्यक्तिसँग सञ्चारमा बाधा पुऱ्याउने श्रवण र/वा दृश्यसम्बन्धी समस्या छ भने तपाईंसँग निःशुल्क रूपमा र समयमै सहायक उपकरण र सेवाहरू प्राप्त गर्ने अधिकार छ। अनुवाद वा सहायक सेवाहरू प्राप्त गर्न कृपया 1-844-265-1278 (TTY 1-855-742-0123) मा सदस्य सेवाहरू लाई सम्पर्क गर्नुहोस्।
Vietnamese	Nếu quý vị hoặc người mà quý vị đang giúp đỡ có câu hỏi về Ambetter from NH Healthy Families và không thành thạo tiếng Anh, quý vị có quyền được trợ giúp và nhận thông tin bằng ngôn ngữ của mình miễn phí và kịp thời. Nếu quý vị hoặc người mà quý vị đang giúp đỡ mắc bệnh về thính giác và/hoặc thị giác gây cản trở giao tiếp, quý vị có quyền được nhận các hỗ trợ và dịch vụ phụ trợ miễn phí và kịp thời. Để nhận dịch vụ thông dịch hoặc dịch vụ phụ trợ, vui lòng liên hệ bộ phận Dịch Vụ Thành Viên theo số 1-844-265-1278 (TTY 1-855-742-0123).
Portuguese	Se tiver dúvidas acerca da Ambetter from NH Healthy Families, ou estiver a ajudar uma pessoa com dúvidas acerca desta, e não dominar o inglês, tem o direito de obter ajuda e informações no seu idioma sem qualquer custo e de forma atempada. Se tiver uma condição visual e/ou auditiva que dificulte a comunicação ou estiver a ajudar uma pessoa com uma condição deste tipo, tem o direito de receber equipamentos ou serviços de assistência sem qualquer custo e de forma atempada. Para receber traduções ou serviços de assistência, contacte serviços de membro através do número 1-844-265-1278 (TTY 1-855-742-0123).
Greek	Εάν εσείς ή κάποιος που βοηθάτε έχετε ερωτήσεις σχετικά με το Ambetter from NH Healthy Families και δεν γνωρίζετε καλά την αγγλική γλώσσα, έχετε το δικαίωμα να λάβετε βοήθεια και πληροφορίες στη γλώσσα σας χωρίς χρέωση και εγκαίρως. Εάν εσείς ή κάποιος που βοηθάτε έχετε δυσκολία στην όραση ή/και την ακοή, που εμποδίζει την επικοινωνία, έχετε το δικαίωμα να λάβετε

	επικουρικά βοηθήματα και υπηρεσίες χωρίς χρέωση και εγκαίρως. Για μεταφραστικές ή βοηθητικές υπηρεσίες, επικοινωνήστε με την Εξυπηρέτηση Μελών στο 1-844-265-1278 (TTY 1-855-742-0123).
Arabic	إذا كان لديك أو لدى شخص تساعد أسئلة حول Ambetter from NH Healthy Families، ولم تكن بارعًا باللغة الإنكليزية، ف لديك الحق في الحصول على المساعدة والمعلومات بلغتك من دون أي تكلفة وفي الوقت المناسب. إذا كنت أنت أو أي شخص تساعد تعاني من حالة سمعية و/أو بصرية تعيق التواصل، ف لديك الحق في تلقي مساعدات وخدمات إضافية من دون أي تكلفة وفي الوقت المناسب. لتلقي خدمات الترجمة أو خدمات إضافية، يرجى الاتصال بخدمات الأعضاء على 1-844-265-1278 (TTY 1-855-742-0123).
Serbo-Croatian	Ako Vi, ili neko kome pomažete, imate pitanja u vezi sa Ambetter from NH Healthy Families, a ne govorite engleski jezik, imate pravo na besplatnu i blagovremenu pomoć i informacije na sopstvenom jeziku. Ako Vi, ili neko kome pomažete, imate neki poremećaj sluha i/ili vida zbog kojeg je onemogućena komunikacija, imate pravo da besplatno i blagovremeno dobijete pomagala i pomoćne usluge. Obratite se odeljenju za pružanje usluga članovima pozivom na broj 1-844-265-1278 (TTY 1-855-742-0123) da biste dobili usluge prevoda ili pomoćne usluge.
Indonesian	Jika Anda atau seseorang yang Anda bantu memiliki pertanyaan tentang Ambetter from NH Healthy Families, tetapi tidak mahir berbahasa Inggris, Anda berhak mendapatkan bantuan dan informasi dalam bahasa Anda secara gratis dan tepat waktu. Jika Anda atau seseorang yang Anda bantu memiliki kondisi pendengaran dan/atau penglihatan yang menghambat komunikasi, Anda berhak menerima bantuan dan layanan tambahan secara gratis dan tepat waktu. Untuk menerima layanan tambahan atau terjemahan, silakan hubungi Layanan Anggota di 1-844-265-1278 (TTY 1-855-742-0123).
Korean	귀하 또는 귀하의 도움을 받는 분이 Ambetter from NH Healthy Families에 대한 질문이 있는 경우 영어에 능숙하지 않으시면 해당 언어로 시의적절하게 무료 지원과 정보를 받을 권리가 있습니다. 귀하 또는 귀하의 도움을 받는 분이 청각 및/또는 시각적으로 의사소통에 장애가 있는 경우 시의적절하게 무료 보조 도구 및 서비스를 받을 권리가 있습니다. 번역 또는 보조 서비스를 받으시려면 1-844-265-1278(TTY 1-855-742-0123)번으로 가입자 서비스부에 연락해주시오.
Russian	Если у вас или у лица, которому вы помогаете, возникли какие-либо вопросы о программе страхования Ambetter from NH Healthy Families, при этом вы недостаточно хорошо владеете английским языком, вы имеете право на бесплатную и своевременную помощь и информацию на своем родном языке. Если у вас или у лица, которому вы помогаете, наблюдается какое-либо нарушение слуха и/или зрения, которое препятствует коммуникации, вы имеете право на бесплатные и своевременные вспомогательные услуги и помощь. Для получения услуг перевода или вспомогательных услуг обратитесь в отдел обслуживания участников программы страхования по номеру 1-844-265-1278 (TTY 1-855-742-0123).
French Creole	Si ou menm, oswa yon moun w ap ede, gen kesyon sou Ambetter from NH Healthy Families, epi nou pa mètrize Anglè, nou gen dwa pou jwenn èd ak enfòmasyon nan lang nou gratis epi nan moman ki apwopriye a. Si ou menm, oswa yon moun w ap ede, gen yon pwoblèm pou tande ak/oswa yon pwoblèm pou wè ki pètibe kominikasyon nou, nou gen dwa pou resevwa asistans ak sèvis oksilyè gratis epi nan moman ki apwopriye a. Pou resevwa sèvis tradiksyon oswa sèvis oksilyè yo, tanpri kontakte Sèvis Manm yo nan 1-844-265-1278 (TTY 1-855-742-0123).
Bantu	Nimba wewe, canke undi muntu wewe se uri gufasha, yoba afise ico asiguza kijanye na Ambetter from NH Healthy Families, kandi adatahura neza icongereza, ufise agateka ko kurungikirwa ubufasha n'amakuru atanyishu kandi mu kiringo gikwiye. Nimba wewe, canke undi wewe se uri gufasha, afise nkenerwa zo kumva na/canke kuraba bitambamira itumanako, ufise agateka ko kurungikirwa agafasha kumviriza na serevise atanyishu kandi mu kiringo gikwiye. Kugira

	urungikirwe serevise z'ubusiguzi canke agafasha kumviriza, turagusavye yaga na Serevise z'Abanyamuryango kuri 1-844-265-1278 (TTY 1-855-742-0123).
Polish	Jeśli Ty lub osoba, której pomagasz, macie pytania dotyczące Ambetter from NH Healthy Families, ale nie posługujecie się biegle językiem angielskim, macie prawo do uzyskania pomocy i informacji w swoim języku bez dodatkowych kosztów i w odpowiednim czasie. Jeśli Ty lub osoba, której pomagasz, macie problemy ze słuchem i/lub wzrokiem, które utrudniają komunikację, macie prawo do otrzymania pomocy i usług pomocniczych bez dodatkowych kosztów i w odpowiednim czasie. Aby uzyskać tłumaczenie lub usługi pomocnicze, należy skontaktować się z Usługi członkowskie pod numerem 1-844-265-1278 (TTY 1-855-742-0123).

Statement of Non-Discrimination

Ambetter from NH Healthy Families is underwritten by Celtic Insurance Company, which is a Qualified Health Plan issuer in the New Hampshire Health Insurance Marketplace. Celtic Insurance Company complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin (including limited English proficiency and primary language), age, disability, or sex (including pregnancy, sexual orientation, gender identity, or sex characteristics). This is a solicitation for insurance. Ambetter from NH Healthy Families is underwritten by Celtic Insurance Company. © 2023 Celtic Insurance Company. All rights reserved. Ambetter.NHhealthyfamilies.com

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