



# A Guide to Your **HEALTH BENEFITS**

University of Nebraska  
\$300 Deductible (Enhanced)

(Effective Date: 01/01/2026)

# Schedule of Benefits Summary

Benefit Year : Calendar Year

Payment for Services	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
Covered Services are reimbursed based on the Allowable Charge. Blue Cross and Blue Shield of Nebraska (BCBSNE) In-network Providers have agreed to accept the benefit payment as payment in full, not including Deductible, Coinsurance and/or Copayment amounts and any charges for Noncovered Services, which are the Covered Person's responsibility. That means In-network Providers, under the terms of their contract with BCBSNE, can't bill for amounts over the Contracted Amount. In some situations, Out-of-network Providers can bill for amounts over the Out-of-network Allowance. Cost-sharing and reimbursement amounts for categories showing "Same as any other Illness" may vary based on where Services are rendered.			
<b>Enhanced Network benefits</b> are available when a Covered Person under this Plan receives Covered Services from an Enhanced Network Tier Provider. Not all Covered Services shown on this document are available from an Enhanced Network Provider.			
Tier II provider network is shown on your I.D. Card. For help locating In-network Providers, visit <a href="http://NebraskaBlue.com/DoctorFinder">NebraskaBlue.com/DoctorFinder</a> . For certain Durable Medical Equipment, Independent Laboratory and Specialty Drug Services, the Doctor Finder may display providers that are considered Out-of-network for these types of Services. Refer to your benefit book for additional information.			
<b>Deductible</b> (the amount the Covered Person pays each Calendar Year for Covered Services before the Coinsurance is payable)	\$300 \$600	\$400 \$800	\$550 \$1,100
<b>Coinurance</b> (the percentage amount the Covered Person must pay for most Covered Services after the Deductible has been met)	10% 90%	20% 80%	35% 65%
<b>Coinurance Limit</b> (the amount the Covered Person must pay for most Covered Services after the Deductible has been met)	\$1,400 \$2,800	\$1,500 \$3,000	\$1,800 \$3,600
<b>Out-of-pocket Limit</b> (includes Deductible, Coinsurance and Copayments)	\$1,700 \$3,400	\$1,900 \$3,800	\$2,350 \$4,700
In-network and Out-of-network Deductible and Out-of-pocket Limits cross accumulate. All other limits (days, visits, sessions, dollar amounts, etc.) cross accumulate between In-network and Out-of-network, unless noted differently. Day, session or visit limits for certain Services shown on this summary are not applicable to Mental Health and/or Substance Use Disorder Services. Once the annual Out-of-pocket Limit is reached, most Covered Services are payable by the plan at 100% for the rest of the Calendar Year.			
*Embedded – If you have single coverage, you only need to satisfy the individual Deductible and Out-of-pocket Limit. If you have family coverage, no one family member contributes more than the individual amount. Family members may combine their covered expenses to satisfy the required family Deductible and Out-of-pocket Limit.			
<b>Copayment(s) (Copay(s)) apply to:</b>			
<ul style="list-style-type: none"> <li>This Plan has no medical or prescription drug copays.</li> </ul>			
The Copay amount varies by the type of Covered Services. Refer to the appropriate category for benefit information.			
<b>Services may require Preauthorization. Failure to obtain Preauthorization will result in denial of benefits.</b> <b>For additional information regarding Preauthorization procedures visit <a href="http://NebraskaBlue.com/PreAuth">NebraskaBlue.com/PreAuth</a>.</b>			

Covered Services – Illness or Injury	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
<b>Primary Care Physician Office Visit</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Specialist Physician Office Visit</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Telehealth/Virtual Care Services</b> <ul style="list-style-type: none"> <li>Medical</li> <li>Mental Health</li> </ul>	Deductible and Coinsurance See Mental Health and/or Substance Use Disorder Services	Tier I In-network level of benefits See Mental Health and/or Substance Use Disorder Services	Tier I In-network level of benefits See Mental Health and/or Substance Use Disorder Services
<b>Convenient Care/Retail Clinics/Quick Care</b>	Same as a Primary Care Physician	Same as a Primary Care Physician	Deductible and Coinsurance
<b>Urgent Care Facility Services</b>	Deductible and Coinsurance	Deductible and Coinsurance	Tier II In-network level of benefits
<b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>Facility</li> <li>Professional Services</li> </ul>	Deductible and Coinsurance Deductible and Coinsurance	Deductible and Coinsurance Deductible and Coinsurance	Tier II In-network level of benefits Tier II In-network level of benefits
<b>Outpatient Hospital or Facility Services</b> Services include but are not limited to surgery, laboratory and radiology, observation stays, and other Services provided on an Outpatient basis.	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Inpatient Hospital or Facility Services</b> Services include but are not limited to charges for room and board, diagnostic testing, rehabilitation Services and other ancillary Services provided on an Inpatient basis.	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Orthopedic Specialty Hospital or Facility Services</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>NOTE:</b> Deductibles and Coinsurance may be waived if Covered Services are provided at a designated Preferred Center. See <a href="http://NebraskaBlue.com/PreferredCenters">NebraskaBlue.com/PreferredCenters</a> for a list of Covered Services and designated Hospitals.			

Preventive Services	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
<b>Preventive Services</b> (Enhanced Benefits) <ul style="list-style-type: none"> <li>Under age 2 (Services include periodic exams, office visits, radiology, x-rays, pathology and laboratory)</li> <li>Immunizations for Children up to Age 7</li> </ul>		Plan Pays 100%	
<ul style="list-style-type: none"> <li>Age 2 and above (Services include physical exams, pap smears, hearing examinations, radiology, laboratory testing, cardiac stress tests)</li> <li>Immunizations for Children Age 7 and Older</li> </ul>		Plan Pays 100% up to \$400 per person per Calendar Year, then applicable Deductible and Coinsurance	
<b>Colorectal Cancer Screenings</b> (starting at age 45) <ul style="list-style-type: none"> <li>Colonoscopy Screening <ul style="list-style-type: none"> <li>Diagnostic or Preventive Screening (one every five years)</li> <li>Screenings outside the age or frequency limit</li> </ul> </li> <li>Sigmoidoscopy/Proctoscopy Screening and CT of the Colon <ul style="list-style-type: none"> <li>Preventive Screening (one every five years)</li> <li>Screenings outside the age or frequency limit</li> </ul> </li> <li>FIT DNA <ul style="list-style-type: none"> <li>Preventive Screening (one every three years)</li> <li>Screenings outside the age or frequency limit</li> </ul> </li> <li>Fecal Occult Blood Test <ul style="list-style-type: none"> <li>Preventive Screening (one per year)</li> <li>Screenings outside the age or frequency limit</li> </ul> </li> <li>Barium Enema, and other tests as determined under ACA Preventive Services <ul style="list-style-type: none"> <li>Preventive Screenings</li> <li>Diagnostic Screenings</li> </ul> </li> </ul>	Plan Pays 100%  Same as any other Illness	Plan Pays 100%  Same as any other Illness	Deductible and Coinsurance  Deductible and Coinsurance
	Plan Pays 100%  Same as any other Illness	Plan Pays 100%  Same as any other Illness	Deductible and Coinsurance  Deductible and Coinsurance
	Plan Pays 100%  Same as any other Illness	Plan Pays 100%  Same as any other Illness	Deductible and Coinsurance  Deductible and Coinsurance
	Plan Pays 100%  Same as any other Illness	Plan Pays 100%  Same as any other Illness	Deductible and Coinsurance  Deductible and Coinsurance
	Plan Pays 100%  Same as any other Illness	Plan Pays 100%  Same as any other Illness	Deductible and Coinsurance  Deductible and Coinsurance
<b>NOTE:</b> Related Services will pay in the same manner as the Colorectal Cancer Screening when performed on the same date of service. Screening limits accumulate based on a Calendar Year.			
<b>NOTE:</b> Covered Services for colonoscopies in excess of one every 5 years by either an In-network or Out-of-network provider will be subject to the applicable Deductible and Coinsurance.			
<b>Mammograms (2/D 3/D)</b> including technical and professional interpretation fees <ul style="list-style-type: none"> <li>Preventive</li> <li>Diagnostic</li> </ul>	Plan Pays 100% Deductible and Coinsurance	Plan Pays 100% Deductible and Coinsurance	Plan Pays 100% Deductible and Coinsurance
<b>NOTE:</b> Covered Services for Preventive Mammograms in excess of one per calendar year by either an In-network or Out-of-network provider will be subject to the applicable Deductible and Coinsurance.			

Mental Health and/or Substance Use Disorder Services	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
<b>Office Visit</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>All Other Outpatient Items and Services</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Telehealth/Virtual Care Services</b>	Deductible and Coinsurance	Tier I In-network level of benefits	Tier I In-network level of benefits
<b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>Facility</li> <li>Professional Services</li> </ul>	Deductible and Coinsurance Deductible and Coinsurance	Deductible and Coinsurance Deductible and Coinsurance	Tier II In-network level of benefits Tier II In-network level of benefits
<b>Inpatient Services</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance

For additional resources and support visit [NebraskaBlue.com/MentalHealth](http://NebraskaBlue.com/MentalHealth)

Other Covered Services – Illness or Injury	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
<b>Acupuncture</b>	Not Covered	Not Covered	Not Covered
<b>Advanced Diagnostic Imaging</b> (CT, MRI, MRA, MRS, PET & SPECT scans and other nuclear medicine)	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Allergy Injections and Serums</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Ambulance</b> (to the nearest facility for appropriate care) <ul style="list-style-type: none"> <li>Ground Ambulance</li> <li>Air Ambulance</li> </ul>	Deductible and Coinsurance Deductible and Coinsurance	Deductible and Coinsurance Deductible and Coinsurance	Tier II In-network level of benefits Tier II In-network level of benefits
<b>Autism Spectrum Disorder</b> <ul style="list-style-type: none"> <li>Testing and Diagnosis</li> <li>Treatment</li> </ul>	Same as Mental Health Same as Mental Health	Same as Mental Health Same as Mental Health	Same as Mental Health Same as Mental Health
<b>Biofeedback</b> <ul style="list-style-type: none"> <li>Medical</li> <li>Mental Health</li> </ul>	Deductible and Coinsurance Same as Mental Health	Deductible and Coinsurance Same as Mental Health	Deductible and Coinsurance Same as Mental Health
<b>Dermatological Services</b>	Same as any other Illness	Same as any other Illness	Same as any other Illness
<b>Diabetic Services</b> Services include education, self-management training, podiatric appliances, and equipment.	Same as any other Illness	Same as any other Illness	Deductible and Coinsurance
<b>Drugs Administered in an Outpatient Setting</b> (such as home, physician office and other Outpatient settings)	Same as any other Illness	Same as any other Illness	Same as any other Illness
<b>Durable Medical Equipment and Supplies (including Prosthetics)</b> (rental or purchase, whichever is least costly, rental shall not exceed the cost of purchasing)	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Hearing Services</b> <ul style="list-style-type: none"> <li>Hearing Aids and related Services (up to age 19, limited to \$3,000 every 48 months)</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance

Other Covered Services – Illness or Injury	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
<b>Home Health Care Services</b> <ul style="list-style-type: none"> <li>• Home Health Aide and Nursing Care (limited to 8 hours per day)</li> <li>• Home Infusion Therapy</li> <li>• Respiratory Care (limited to 60 visits per Calendar Year)</li> <li>• Qualified Dietician</li> </ul>	Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance	Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance	Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance
<b>Hospice Services</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Independent Laboratory</b> <ul style="list-style-type: none"> <li>• Diagnostic</li> <li>• Preventive</li> </ul>	Deductible and Coinsurance Same as Preventive Services	Deductible and Coinsurance Same as Preventive Services	Deductible and Coinsurance Same as Preventive Services
<b>Infertility</b> <ul style="list-style-type: none"> <li>• Services to Diagnose</li> <li>• Treatment to Promote Fertility (combined \$15,000 medical and prescription drug limit)</li> </ul>	Same as any other Illness Deductible and Coinsurance	Same as any other Illness Deductible and Coinsurance	Deductible and Coinsurance Deductible and Coinsurance
<b>Nicotine Addiction</b> <ul style="list-style-type: none"> <li>• Medical Services and Therapy</li> <li>• Nicotine Addiction Classes &amp; Alternative Therapy, such as Acupuncture</li> </ul>	Not Covered Not Covered	Not Covered Not Covered	Not Covered Not Covered
<b>Obesity</b> <ul style="list-style-type: none"> <li>• Non-Surgical Treatment</li> <li>• Surgical Treatment</li> </ul>	Not Covered Not Covered	Not Covered Not Covered	Not Covered Not Covered
<b>Oral Surgery and Dentistry</b> Services such as incision and drainage of abscesses and excision of tumors and cysts. Dental treatment when due to an accidental Injury to naturally healthy teeth. (treatment related to accidents must be provided within 12 months of the date of Injury)	Same as any other Illness	Same as any other Illness	Deductible and Coinsurance
<b>Organ and Tissue Transplantation</b> <ul style="list-style-type: none"> <li>• Transplant Surgical Services – Designated transplant at a Blue Distinction Center (limited to the day before, surgery, and confinement) <ul style="list-style-type: none"> <li>- Transportation and lodging required for travel to a Blue Distinction Center for the covered surgical procedure for the Covered Person and one companion</li> </ul> </li> <li>• Transplant Surgical Services (not part of the Blue Distinction transplant program) <ul style="list-style-type: none"> <li>- Transportation and lodging required for travel for a covered surgical procedure for the Covered Person and one companion.</li> </ul> </li> <li>• Preoperative and postoperative Services (not included in the above provisions)</li> </ul>	Tier II In-network Level of benefits Tier II In-network Level of benefits Same as any other illness Plan Pays 100% Same as any other illness	Deductible and Coinsurance Deductible and Coinsurance Same as any other illness Plan Pays 100% Same as any other illness	Tier II In-network Level of benefits Tier II In-network Level of benefits Same as any other illness Plan Pays 100% Same as any other illness

Other Covered Services – Illness or Injury	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
<b>Orthotics</b> (prescription only)	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Ostomy Supplies</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Other Injections</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Physician Professional Services</b> include but is not limited to Inpatient and Outpatient professional Services for surgery, surgical assistant, anesthesia, Inpatient Hospital visits and other non-surgical Services.	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Pregnancy, Maternity and Newborn Care</b> <ul style="list-style-type: none"> <li>Pregnancy and maternity (Payment for prenatal and postnatal care is included in the payment for the delivery)</li> <li>Newborn care <ul style="list-style-type: none"> <li>Initial newborn Facility</li> <li>Physician</li> </ul> </li> </ul>	Deductible and Coinsurance  Coinsurance Deductible and Coinsurance	Deductible and Coinsurance  Coinsurance Deductible and Coinsurance	Deductible and Coinsurance  Coinsurance Deductible and Coinsurance
<b>NOTE:</b> Newborns are covered at birth, subject to the plan's enrollment provisions.			
<b>NOTE:</b> The Plan pays 100% for the initial postpartum depression screening up to one year following a pregnancy or childbirth.			
<b>Breast Feeding Services</b> <ul style="list-style-type: none"> <li>Breast pump and supplies (limited to one per pregnancy)</li> <li>Lactation support and counseling</li> </ul>		Plan Pays 100%  Plan Pays 100%	
		Out-of-network Providers may bill for amounts over the Out-of-network Allowance.	
<b>Radiation Therapy and Chemotherapy</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Radiology (X-ray) Services and Other Diagnostic Tests</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Rehabilitation Services</b> <ul style="list-style-type: none"> <li>Cardiac rehabilitation (limited to 36 sessions per diagnosis per Calendar Year)</li> <li>Pulmonary Rehabilitation (is limited to 36 sessions per diagnosis for certain diagnoses under the following circumstances) <ul style="list-style-type: none"> <li>Chronic lung disease</li> <li>Lung transplant during the preceding four months</li> <li>Heart lung transplant during the preceding four months</li> <li>Preoperative and postoperative care for lung reduction volume surgery</li> </ul> </li> </ul>	Deductible and Coinsurance  Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance	Deductible and Coinsurance  Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance	Deductible and Coinsurance  Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance Deductible and Coinsurance
<b>Renal Dialysis</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Sexual Dysfunction</b>	Not Covered	Not Covered	Not Covered
<b>Skilled Nursing Facility</b> (including rehabilitation services at an Inpatient Facility) (limited to 60 days per Calendar Year)	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Sleep Studies</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>Temporomandibular and Craniomandibular Joint Disorder</b>	Not Covered	Not Covered	Not Covered

Other Covered Services – Illness or Injury	Tier I Enhanced Network Provider	Tier II In-network Provider	Out-of-network Provider
<b>Therapy &amp; Manipulations</b> <ul style="list-style-type: none"> <li>Physical, Occupational or Speech Therapy Services, Chiropractic or Osteopathic Physiotherapy and Chiropractic or Osteopathic manipulative treatments or adjustments</li> </ul>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance
<b>NOTE:</b> Medical Necessity Will Be Reviewed After 60 Combined Visits for Manipulations, Occupational, Physical and Speech Therapy.			
<b>NOTE:</b> Treatment limits stated for physical therapy, occupational therapy and speech therapy services are not applicable to treatment provided for Mental Health or Substance Use Disorders. Evaluations are covered and do not apply to the combined calendar year limit.			
<b>Vision Services</b> <ul style="list-style-type: none"> <li>Eye Glasses or Contact Lenses</li> <li>Cataract or Aphakia Surgery (including surgically implanted conventional intraocular cataract lenses, following such procedure)</li> </ul>	Not Covered  Deductible and Coinsurance	Not Covered  Deductible and Coinsurance	Not Covered  Deductible and Coinsurance
<b>NOTE:</b> Eye refractions and one set of contact lenses or glasses (frames and lenses) after cataract surgery are covered subject to deductible and coinsurance.			
<b>Eye Exam</b> <ul style="list-style-type: none"> <li>Diagnostic, including refractions (to diagnose an illness)</li> <li>Preventive (routine exam including refraction)</li> </ul>	Deductible and Coinsurance  Not Covered	Deductible and Coinsurance  Not Covered	Deductible and Coinsurance  Not Covered
<b>Wigs</b>	Not Covered	Not Covered	Not Covered
<b>All Other Covered Services</b>	Deductible and Coinsurance	Deductible and Coinsurance	Deductible and Coinsurance

### Pharmacy Services

**Pharmacy Benefits are carved out to EmpiRx Health. For additional information contact EmpiRx Health Customer Service at 1-833-419-3436 or visit [www.myempirxhealth.com](http://www.myempirxhealth.com).**

## CONTACT US

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Register or Log In to Your Account at [myNebraskaBlue.com](http://myNebraskaBlue.com)

### **Member Services**

Omaha and Toll-free ..... 1-866-926-1498  
Website ..... [NebraskaBlue.com](http://NebraskaBlue.com)

### **Coordination of Benefits**

Omaha ..... 402-390-1840  
Toll-free ..... 1-800-462-2924

### **Subrogation**

Omaha ..... 402-390-1847  
Toll-free ..... 1-800-662-3554

### **Workers' Compensation**

Omaha ..... 402-398-3615  
Toll-free ..... 1-800-821-4786

### **Preadmission**

Omaha ..... 402-390-1870  
Toll-free ..... 1-800-247-1103

### **BlueCard Provider Information**

Toll-free ..... 1-800-810-BLUE (2583)  
Website ..... [www.bcbs.com](http://www.bcbs.com)

### **Network Pharmacy Locator**

Toll-free ..... 1-877-800-0746

### ***Additional Information and Resources***

Find a Doctor ..... [NebraskaBlue.com/DoctorFinder](http://NebraskaBlue.com/DoctorFinder)  
Getting Care ..... [NebraskaBlue.com/GettingCare](http://NebraskaBlue.com/GettingCare)  
Maternity Management Program ..... [NebraskaBlue.com/Maternity](http://NebraskaBlue.com/Maternity)  
Member Forms ..... [NebraskaBlue.com/Forms](http://NebraskaBlue.com/Forms)  
Mental Well-Being ..... [NebraskaBlue.com/MentalHealth](http://NebraskaBlue.com/MentalHealth)  
Pharmacy ..... [NebraskaBlue.com/Pharmacy](http://NebraskaBlue.com/Pharmacy)  
Preadmission ..... [NebraskaBlue.com/PreAuth](http://NebraskaBlue.com/PreAuth)  
Preventive Care ..... [NebraskaBlue.com/PreventiveCare](http://NebraskaBlue.com/PreventiveCare)



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**This document is your Summary Plan Description (SPD).**

This SPD has been written to help you understand your Group health Plan coverage. It describes the benefits, exclusions and limitations of your Plan in a general way, and is not, and should not be considered a contract.

Your Group health Plan is administered in accordance with the Administrative Services Agreement between the Group and Blue Cross and Blue Shield of Nebraska, Inc. (BCBSNE), an independent licensee of the Blue Cross Blue Shield Association. The Administrative Services Agreement and official Plan documents control the coverage for your Group.

*NOTE: BCBSNE provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. BCBSNE liability may occur only under a stop loss provision, as set forth in a stop loss agreement with the Group.*

Please share the information found in this SPD with your Eligible Dependents.

**How To Use This Document**

For your convenience, defined terms are capitalized throughout this document. For an explanation of a defined term, refer to the Section titled "Definitions."

Please take some time to read this document and become familiar with it. As you read this document, you will find that many sections are related to other sections of the document. You may not have all the information you need by reading just one section. We encourage you to review the benefits and limitations by reading the Schedule of Benefits Summary and the sections titled "Benefit Descriptions" and "Exclusions." **If you have a question about your coverage or a Claim, please contact BCBSNE Member Services Department.**

**About Your I.D. Card**

BCBSNE will issue you an identification card (I.D. card). Your I.D. number is a unique alpha numeric combination. Present your I.D. to your health care provider when you receive Services. With your BCBSNE I.D. card, Hospitals and Physicians can identify your coverage and will usually submit Claims for you.

To request additional cards for covered Eligible Dependents or to replace a lost card, please log-in at [myNebraskaBlue.com](http://myNebraskaBlue.com) or contact the BCBSNE Member Services Department.

**Schedule Of Benefits And Benefits Summary**

Your Schedule of Benefits is a personalized document, sent by BCBSNE, that provides you with a basic description of your Plan coverage option. It also shows the membership option that applies to you.

A **Schedule of Benefits Summary** is included in this SPD. It includes information about your Deductible, Coinsurance, applicable Copays, Out-of-pocket Limits, session limits, and other coverage details. If you did not receive you Schedule of Benefits Summary or it was not included with the Summary Plan Description, please log-in at [myNebraskaBlue.com](http://myNebraskaBlue.com) or contact the BCBSNE Member Services Department. You may also view your Schedule of Benefits Summary by scanning the QR code shown on your I.D. Card.

**Your Rights And Responsibilities As A BCBSNE Member****You have the right to:**

- be treated with respect and dignity;
- privacy of your personal health information that BCBSNE maintains, following state and federal laws;
- receive information about the benefits, limitations and exclusions of your health plan, including how to access the network of hospitals, physicians and other health care providers;
- work with your doctor and other health care professionals about decisions regarding your treatment;
- discuss all of your treatment options, regardless of cost or benefit coverage;

INTRODUCTION

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- make a complaint about your health Plan or any care you receive or any benefit determination your health Plan makes;
- make recommendations to BCBSNE about this rights and responsibilities policy; and
- give Us suggestions about how BCBSNE can better serve you and other members.

**You have the responsibility to:**

- read and be familiar with your health plan coverage information and what your plan covers and doesn't cover, or ask for help if you need it;
- know if your Plan has different In and Out-of-network benefits, understand how your choice of an In-network or Out-of-network Provider will impact what you pay out of your own pocket;
- ask for help if you need it;
- give BCBSNE all the information needed to process your claims and provide you with the benefits you're entitled to under your plan;
- give all your health care providers the information they need to appropriately treat you; and
- advise your Group of any changes that affect you or your family, such as a birth, marriage/divorce or change of address.



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## THE PLAN AND HOW IT WORKS

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### About The Plan

This Group health Plan is a Preferred Provider Organization (PPO) health benefit plan. Claims administration is provided by Blue Cross and Blue Shield of Nebraska (BCBSNE).

Preferred Provider (PPO) networks have been established by BCBSNE through contracts with a panel of Hospitals, Physicians and other health care providers who have agreed to furnish medical Services to you and your family in a manner that will help manage health care costs. These providers are referred to as "In-network" or "Preferred Providers." The BCBSNE PPO provider network is identified on your I.D. card.

Blue Cross and Blue Shield Plans in other states (Host Blue) have also contracted with health care providers in their geographic areas, who are referred to as "Preferred Providers."

Use of the network is voluntary, and selection of a health care provider is always your choice. If you choose to use providers who do not participate in the BCBSNE or Host Blue network for non-emergency situations, you can expect to pay more than your applicable Deductible, Copayment and/or Coinsurance amounts. After this health plan pays its required portion of the bill, Out-of-network Providers may bill you for any amount not paid. This balance billing does not happen when you use In-network or Preferred Providers because these providers have agreed to accept a discounted payment for Services with no additional billing to you other than your applicable Deductible, Copayment and/or Coinsurance amounts. In-network Providers will also file Claims for you.

For help in locating In-network Providers, managing your personal health care benefits, as well as accessing various resources and tools, visit BCBSNE online at [NebraskaBlue.com](http://NebraskaBlue.com). You may also call BCBSNE Member Services using the toll-free number on your I.D. card or refer to the Important Telephone Numbers in the front of this book. If you would like a printed provider list, BCBSNE will furnish one without charge.

For help in locating a Preferred Provider in another Blue Cross and/or Blue Shield Service Area, including providers outside the U.S., you may call the special toll-free number of the Blue Cross and Blue Shield BlueCard Program (1-800-810-2583) for assistance.

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**Be Informed.** Out-of-network Providers' charges may be higher than the benefit amount allowed by this health plan. You may contact BCBSNE Member Services Department concerning allowable benefit amounts in Nebraska for specific procedures. Your request must specify the Service or procedure, including any Service or procedure code(s) or diagnosis-related group, and the provider's estimated charge.

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### Ancillary Services

For certain Durable Medical Equipment, Independent Clinical Labs, and Specialty Pharmacy Services, the Doctor Finder a NebraskaBlue.com/DoctorFinder, may show you providers outside of the state in which you live, these providers could be considered Out-of-network for these Services.

When you need Durable or Home Medical Equipment or supplies, it is important to use a supplier that is In-network in the state where you will receive the item. If you need it shipped to you from a different state, please contact the Member Services Department to confirm the supplier's network status.

During the course of treatment you may have samples, substances or tests that are sent to an Independent Clinical Lab for analysis. These labs are not operated, controlled or funded by a doctor's office or hospital. To have these Services covered with the least amount of Out-of-pocket costs, ask your doctor to use an In-state and In-network laboratory. If your lab work will be sent to a lab in a different state than the ordering Physician, Please contact the Member Services Department to find out if the lab is In-network.

THE PLAN AND HOW IT WORKS

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Certain serious or chronic medical conditions may require prescription drugs that are only available through Specialty Pharmacies. Physicians ordering Prescription Drugs through a Specialty Pharmacy will need to use a Specialty Pharmacy that is In-network in the state your physician is located. To verify, please contact the Member Services Department.

These Services may also require Preauthorization. Please see the section titled "Preauthorization Requirements" for additional information or visit [NebraskaBlue.com/PreAuth](http://NebraskaBlue.com/PreAuth).

## How The Network Works

### Using In-network Providers:

- present I.D. card and pay Copayment (when applicable);
- receive highest level of benefits;
- provider files Claims for you;
- provider accepts insurance payment as payment in full (except Deductible, Copayment and/or Coinsurance amounts); and
- no balance billing.

### Using Out-of-network Providers:

- you may be required to pay full cost at time of service;
- you may be reimbursed at a lower benefit level;
- you may have to file Claims; and
- you may be responsible for amounts that exceed the Allowable Charge.

Remember, if more than one Physician is involved in your care, it is important for you to check the status of each provider.

### Exception

Emergency Services and post-stabilization Services provided at an Out-of-network health care facility, limited to a hospital emergency department, general acute hospital, satellite emergency department, or Ambulatory Surgical Facility, or by an ancillary individual Out-of-network health care professional or air ambulance provider, will be considered as having been provided by an In-network Provider, and the Covered Person will not be responsible for amounts over the Allowable Charge, as required by law. Benefits for Inpatient care will continue to be paid subject to the In-network cost-sharing level, as long as the Services are for an Emergency Medical Condition.

For non-emergency Services, if a Covered Person receives Services at an In-network health care facility but the Physician or other provider is Out-of-network, benefits for those Covered Services will be subject to the In-network Deductible, Coinsurance, and/or Copayment. Providers may not bill the Covered Person for charges over the Allowable Charge payable under this Plan, unless otherwise allowed by law.

If a Covered Person receives a bill from an Out-of-network Provider, and the Covered Person did not provide consent to the Out-of-network Provider to receive such Services, the Covered Person should send the bill to the Member Services Department for further review by either sending a secure e-mail through [myNebraskaBlue.com](http://myNebraskaBlue.com) or by mail at the following address:

Blue Cross and Blue Shield of Nebraska  
P.O. Box 3248  
Omaha, NE 68180

## Out-Of-Area Services

BCBSNE has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. These relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever you access health care services outside the geographic area BCBSNE serves, the claim for those services may be processed through one of these Inter-Plan Arrangements.

## THE PLAN AND HOW IT WORKS

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When you access care outside BCBSNE's service area, you will receive it from one of two kinds of providers. Most providers ("participating providers") contract with the local Blue Cross and Blue Shield Licensee in that geographic area ("Host Blue"). Some providers ("non-participating providers") don't contract with the Host Blue. We explain below how we pay both kinds of providers.

**Inter-Plan Arrangements Eligibility - Claim Types** — All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for dental care benefits (except when paid as medical benefits), and any prescription drug programs or vision care benefits that may be administered by a third party contracted by BCBSNE to provide the specific services or services.

### **BlueCard® Program**

Under the BlueCard® Program, when you receive Covered Services within the geographic area served by a Host Blue, BCBSNE will remain responsible for doing what we agreed to in our agreement with the Group. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating providers.

When you receive Covered Services outside BCBSNE's service area and the claim is processed through the BlueCard Program, the amount you pay for Covered Services is calculated based on the lower of:

- the billed charges for your Covered Services, or
- the negotiated price that the Host Blue makes available to BCBSNE.

Often, this "negotiated price" will consist of a simple discount which reflects an actual price that the Host Blue pays to your health care provider. Sometimes, it is an estimated price that takes into account special arrangements with your health care provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of health care providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price BCBSNE used for your claim because they will not be applied after a claim has already been paid.

### **Negotiated (non-BlueCard® Program) National Account Arrangements**

With respect to one or more Host Blues, instead of using the BlueCard Program, BCBSNE may process your claims for Covered Services through Negotiated Arrangements for National Accounts.

The amount you pay for Covered Services under this arrangement will be calculated based on the lower of either billed covered charges for Covered Services or the negotiated price (refer to the description of negotiated price under BlueCard® Program) made available to BCBSNE by the Host Blue.

If reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, are made available to you, you will be responsible for the amount that the health care provider bills above the specific reference benefit limit for the given procedure. For a participating provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a non-participating provider, that amount will be the difference between the provider's billed charge and the reference benefit limit. Where a reference benefit limit is greater than either a negotiated price or a provider's billed charge, you will incur no liability, other than related patient cost-sharing under the Plan.

### **Special Cases – Total Care**

- BlueCard Program: If you receive Covered Services under a Total Care value-based program inside a Host Blue's service area, you will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement except when a Host Blue passes these fees to BCBSNE through average pricing or fee schedule adjustments.

THE PLAN AND HOW IT WORKS

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- Negotiated (non-BlueCard Program) Arrangements: If BCBSNE has entered into a Negotiated Arrangement with a Host Blue to provide Total Care to your Group on your behalf, BCBSNE will follow the same procedures for Total Care administration and Care Coordinator Fees noted above for the BlueCard Program.

**Inter-Plan Programs – Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax or other fee that applies to insured accounts. If applicable, BCBSNE will include any such surcharge, tax or fee as part of the claim charge passed on to you.

**Non-Participating Healthcare Providers Outside Our Service Area**

**Subscriber Liability Calculation** — When Covered Services are provided outside of BCBSNE's service area by nonparticipating healthcare providers, the amount you pay for such Services will normally be based on either the Host Blue's nonparticipating healthcare provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be liable for the difference between the amount that the nonparticipating provider bills and the payment BCBSNE will make for the Covered Services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network emergency services.

If you need Emergency Services, BCBSNE will cover you at the highest level that federal regulations allow. You will have to pay any Deductibles, Coinsurance, Copayments, charges for Noncovered Services, and any excess charge over the amount payable under the Contract, unless prohibited by law.

**Exceptions** — In certain situations, BCBSNE may use other payment bases, such as billed covered charges for Covered Services, the payment BCBSNE would make if the healthcare Services had been obtained within BCBSNE's service area, or a special negotiated payment, to determine the amount BCBSNE will pay for Services provided by nonparticipating providers. In these situations, you may be liable for the difference between the amount that the nonparticipating provider bills and the payment BCBSNE will make for the Covered Services set forth in this paragraph.

**Blue Cross Blue Shield Global® Core**

If you are outside the United States, (hereinafter "BlueCard service area"), you may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core assists you with accessing a network of inpatient, outpatient and professional providers, the network is not served by Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services. If you need medical assistance services (including locating a doctor or hospital) outside the BlueCard service area, you should call the Blue Cross Blue Shield Global Core Service Center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week. An assistance coordinator, working with a medical professional, can arrange a physician appointment or hospitalization, if necessary.

- Inpatient Services: In most cases, if you contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require you to pay for covered inpatient services, except for your cost-share amounts. In such cases, the hospital will submit your claim to the Service Center to begin claims processing. However, if you paid in full at the time of service, you must submit a claim to receive reimbursement for Covered Services. You must contact BCBSNE to obtain Preauthorization for non-emergency inpatient services.
- Outpatient Services: Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for Covered Services.

## THE PLAN AND HOW IT WORKS

- Submitting a Blue Cross Blue Shield Global Core Claim: When you pay for Covered Services outside the BlueCard service area, you must submit a claim to obtain reimbursement. For institutional and professional claims, you should complete a Blue Cross Blue Shield Global Core claim form and send the claim form with the provider's itemized bill(s) to the Service Center (the address is on the form) to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from BCBSNE, the Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the Service Center at 1-800-810-BLUE (2583) or call collect at 1-804-673-1177, 24 hours a day, seven days a week.

### How The Plan Components Work

Your Deductible, Copayment, Coinsurance (cost-sharing) and Out-of-pocket Limit for In-network and Out-of-network Providers are shown on the Schedule of Benefits Summary. Following is an explanation of each of those components.

**Allowable Charge** — An amount BCBSNE uses to calculate the payment of Covered Services. This amount will be based on either the Contracted Amount for In-network Providers or the Out-of-network Allowance for Out-of-network Providers.

**Coinurance** — This is the percentage you must pay for Covered Services, after the Deductible is applied.

**Copayment (Copay)** — A fixed dollar amount payable by the Covered Person for a Covered Service. Multiple Copayments may apply to one claim, depending on the Services submitted on the Claim.

**Deductible\*** — You are responsible for your expenses until you reach the Plan's Deductible. After the Deductible is met, benefits for the rest of that Benefit Year will not be subject to any further Deductible. Copayments do not apply to the Deductible. In-network and Out-of-network Deductibles do not cross accumulate unless otherwise indicated on the Schedule of Benefits Summary. Charges paid for prescription drugs with a pharmaceutical discount or drug copay card may not accumulate to the Deductible.

**Out-of-pocket Limit\*** — This Limit is the maximum amount of cost-sharing each Covered Person or Membership Unit must pay in a Benefit Year. In-network and Out-of-network Out-of-pocket Limits do not cross accumulate unless otherwise indicated on the Schedule of Benefits Summary.

Certain kinds of charges do not count toward your Out-of-pocket Limit. For example:

- charges in excess of the Allowable Charge;
- charges for Noncovered Services;
- penalty amounts for failure to comply with Preauthorization requirements;
- penalty amounts under the Prescription Drug Program;
- cost-sharing amounts for prescription drugs paid by the Covered Person with a pharmaceutical discount or copay card may not apply.

*\*If you have a family or multiple party membership, your plan may have either an Aggregate or an Embedded Deductible and/or Out-of-pocket Limit. The Schedule of Benefits Summary will indicate whether your plan has an Aggregate or an Embedded amount. See "Definitions" in the back of this book for a description of these terms.*

If you have a Health Savings Account (HSA) eligible high Deductible health Plan, the Deductible and Out-of-pocket limit may be adjusted annually. All Copays and Coinsurance amounts will apply after the Deductible is met.

**Utilization Review** — Benefits are available for **Medically Necessary and Scientifically Validated Services**. Services provided by all health care providers are subject to utilization review by BCBSNE. Services will not automatically be considered Medically Necessary because they have been ordered or provided by a Physician. BCBSNE will determine whether Services provided are Medically Necessary or Scientifically Validated under the terms of the plan, and if benefits are available.

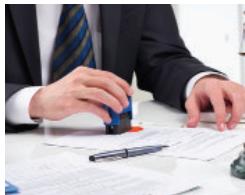
THE PLAN AND HOW IT WORKS

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**Preadmission Requirements** — Preadmission is required for all Inpatient Hospital admissions, as well as certain surgical procedures, and specialized Services and supplies. In-network Hospitals will notify BCBSNE of an Inpatient admission. However, when you are admitted as an Inpatient to an Out-of-network Hospital, or to a Hospital outside the state of Nebraska, it is your responsibility to see that BCBSNE is notified of your admission. For more information, please refer to the section of this book titled "Preadmission Requirements."

**Expansion of Benefits** — The scope of benefits may be expanded on a concurrent/prospective basis as determined by BCBSNE, to include payment for specific Services which would not ordinarily be included as Covered Services. It must appear that the use of such Services will: 1) equal or reduce costs; 2) improve the quality of medical care; and 3) be medically more appropriate than an alternate Covered Service. BCBSNE will advise the Covered Person and the provider in writing to what extent payment will be allowed for such Services. Any such expansion of the scope of benefits does not constitute an amendment to the Plan, or provide a continuing right to receive such Services.

**Continuity of Care** — In the event a Covered Person is receiving an active course of treatment for certain types of care from an In-network Provider on the date that Our contracting agreement with that provider is terminated, the provider will continue to render Covered Services to the Covered Person, and the contracting agreement shall continue to apply to those Covered Services after the termination takes effect, for up to 90 days or until the Covered Person is no longer a continuing care patient. The types of care that qualify and the length of time that the contracting agreement shall continue to apply are stated in the BCBSNE Provider Policies and Procedures Manual. The terms of the Provider Policies and Procedures Manual may be updated by BCBSNE from time to time.



## PREAUTHORIZATION REQUIREMENTS

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### **Preauthorization Process**

Preauthorization procedures are intended to determine if health care services or supplies are appropriate under the terms of the Plan.

BCBSNE requires that all Hospital stays, certain surgical procedures, and specialized Services and supplies be Preauthorized prior to receipt of such Services or supplies. It is your responsibility to see that Preauthorization occurs. However, a Hospital or Provider may initiate the Preauthorization.

Under all circumstances, the Covered Person and his or her provider bear the ultimate responsibility for the medical decisions regarding treatment. BCBSNE is not responsible for treatment or diagnosis of a Covered Person, regardless of any case Preauthorization, review, or management.

When BCBSNE receives a request for Preauthorization, the appropriateness of the setting and the level of medical care as well as the timing and duration of the admission is assessed by BCBSNE (or by persons designated by BCBSNE).

To initiate the Preauthorization process, BCBSNE must be contacted by you, your family member, the Physician, the Hospital or someone acting on behalf of you or your family member. Notification of the intended receipt of Services may be made by telephone or in writing. We may require that the Preauthorization include written documentation from the attending Physician, dentist or other medical provider demonstrating the Medical Necessity of the procedure or Service and the location where the Service will be provided.

In the case of an ongoing Inpatient admission, the care should continue to be Preauthorized in order to assure that it is being provided in the most appropriate setting.

Please remember that Preauthorization does not guarantee payment. All other Group health Plan provisions apply, such as Copayments, Deductibles, Coinsurance, eligibility and exclusions.

### **Benefits Requiring Preauthorization**

The following Services, supplies or drugs must be Preauthorized:

- Advanced Diagnostic Imaging;
- Durable Medical Equipment (DME), subsequent purchases of DME, or DME identified on the Preauthorization list;
- Genetic Testing;
- Hospice Care;
- Inpatient Hospital admissions;
- Inpatient Physical Rehabilitation;
- Long Term Acute Care at an Inpatient facility after receiving treatment in the Hospital;
- organ and tissue transplants;
- prescription drugs (certain drugs as defined by BCBSNE);
- Skilled Nursing Care in the home;
- Skilled nursing facility care;
- Services subject to surgical, laboratory, radiology or other Preauthorization programs, as defined by BCBSNE; and
- other Services as may be specifically stated elsewhere in this booklet.

A list of Services subject to Preauthorization may be obtained at [NebraskaBlue.com/PreAuth](http://NebraskaBlue.com/PreAuth). Preauthorization requirements are subject to change.

PREAUTHORIZATON REQUIREMENTS

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**Preauthorization Exceptions****Maternity**

Federal law provides for a length of stay of up to 48 hours following a normal vaginal delivery and 96 hours following a cesarean section unless otherwise agreed to by the Covered Person and her Physician. Preauthorization is not required for an initial maternity admission. However, Preauthorization is required if the hospitalization extends beyond these times.

**Emergencies**

BCBSNE must be notified of an admission for an Emergency Medical Condition within 24 hours of the admission or the next business day. If Preauthorization is not received, the 24-hour period prior to the time of admission and the 24-hour period after such admission will be reviewed to determine if the Covered Person's condition and treatment would have hindered his or her ability to provide notice.

*NOTE: Admission through the emergency room does not necessarily constitute an emergency admission.*

**Effect On Benefits**

Failure to comply with the Preauthorization requirements may result in a penalty or denial of benefits and unanticipated costs associated with the incurred expenses.

Certain surgical, radiology or other Preauthorization programs require that benefit approval be obtained prior to the Service being provided. Failure to do so will result in a denial of benefits for the Service.

If Services are not properly Preauthorized and benefits are reduced or denied, you are responsible for paying any amount due. However if the Hospital, Inpatient facility or Physician is an In-network Provider with BCBSNE, they are liable for their Services which are determined by BCBSNE to be not Medically Necessary (or for denial due to failure to Preauthorize if required), unless you have agreed in writing to be responsible for such Services, or the provider has documented in the medical record that you were notified of the Preauthorization determination. Any reductions in benefits are not considered when computing your Deductible or your Out-of-pocket Limit.

**Out-of-Network or Out-of-State Providers**

Covered Persons are responsible to obtain Preauthorization for all Services requiring Preauthorization received from an Out-of-network Provider or provider located outside the State of Nebraska. The responsibility for charges denied for failure to obtain Preauthorization rests with the Covered Person, unless the provider is located in Nebraska and is a Contracting Provider with BCBSNE.

Benefits are not payable for Services determined to be not Medically Necessary.

BENEFIT DESCRIPTIONS

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**This section provides a general overview of Covered Services.** Benefits are payable subject to cost-sharing and all terms, conditions, exclusions and limitations of the Plan. Please also refer to your Schedule of Benefits Summary.

### What's Covered

The following list includes examples of the Services that are covered when Medically Necessary care is provided by an Approved Provider. Additional information on many of these Services is found on the pages following this list:

- *Advanced Diagnostic Imaging;*
- *allergy testing, serum and injections;*
- *ambulance Services* (see Additional Information in this section);
- *anesthesia* (see Additional Information in this section);
- *assistant surgeon Services* for surgical procedures specifically identified by BCBSNE;
- *autism spectrum disorders* (see Additional Information in this section);
- *biofeedback;*
- *blood, blood plasma, blood derivatives or blood fractionates, including administration and processing,* unless donated and for which there is not a charge;
- *breast prostheses,* custom prostheses are limited to one per side every two years, and fiber or foam-filled prostheses are limited to one per side every six months (two standard or prefabricated per year);
- *cardiac rehabilitation* when in an accredited program and approved by BCBSNE;
- *chemotherapy;*
- *chiropractic care* (subject to scope of practice regulations);
- *circumcision;*
- *clinical trials,* for approved individuals, as described in the ACA, including routine patient costs in connection with the clinical trial, consistent with Plan benefits;
- *cochlear implants* and bone anchored hearing aids, which includes the pre-implant evaluation, implant system, surgery and post-surgical fitting;
- *colorectal cancer screening and related Services;*
- *contraceptive supplies and Services* (unless otherwise covered under your Prescription Drug Program and/or not covered under the medical plan);
- *dialysis;*
- *diabetic education* when provided by a Certified Diabetes Educator or Licensed Medical Nutrition Therapist, including self-management training and patient management;
- *diabetic supplies* (which are Covered Services under the Plan, but are not covered under your Prescription Drug Program);
- *Durable Medical Equipment (DME) rental or initial purchase* (whichever costs less), when prescribed by a Physician and determined by BCBSNE to be Medically Necessary (see Additional Information in this section);
- *Emergency Services;*
- *eyeglasses or contact lenses* when ordered by a Physician because of a change in prescription as a direct result of a covered intraocular surgery or ocular injury (must be within 12 months of the surgery or injury);
- *habilitative Services;*
- *hearing aids* for individuals up to age 19 (see additional information in this section);
- *home health aide Services* (see additional information in this section);
- *home infusion therapy;*
- *Hospice Services* when Preauthorized by BCBSNE (see Additional Information in this section);
- *Hospital Services* such as nursing care, drugs, medicines, therapies, x-rays (radiology) and laboratory (pathology) tests;
- *independent laboratory Services;*
- *immunizations;*
- *infertility treatment and related Services* (see Additional Information in this section);
- *Inpatient Physician care;*
- *Inpatient Physical Rehabilitation* (see Additional Information in this section);
- *insulin pumps and other equipment for treatment of diabetes* (unless otherwise covered under the Prescription Drug Program);

## BENEFIT DESCRIPTIONS

- *mammography;*
- *manipulative treatment or adjustments;*
- *mastectomy bras* (limited to four per year);
- *maternity care* (see Additional Information in this section);
- *Mental Health care on an Inpatient, Outpatient and Emergency Service basis* (see Additional Information in this section);
- *newborn care* (see Additional Information in this section);
- *nursing Services* in the home which require the skill, proficiency and training of a registered nurse (RN) or a licensed practical nurse (LPN) (see Additional Information in this section);
- *occupational therapy;*
- *oral surgery and dental treatment* (see Additional Information in this section);
- *orthotics;*
- *osteopathic care;*
- *ostomy supplies;*
- *Outpatient (ambulatory) surgery;*
- *Outpatient x-ray, radiology, laboratory and pathology charges;*
- *oxygen;*
- *pacemakers;*
- *pap smears;*
- *physical therapy;*
- *Physician visits;*
- *podiatric appliances necessary for the prevention of complications associated with diabetes;*
- *Preventive care* (see Preventive Care included in this section for additional information);
- *prosthetic appliances;*
- *pulmonary rehabilitation* when in an accredited program and approved by BCBSNE;
- *radiation therapy;*
- *renal dialysis*, including charges for covered home dialysis equipment and covered disposable supplies, and dialysis training or counseling;
- *respiratory care;*
- *room and board*, including cardiac care and intensive care room for an Inpatient stay;
- *short term storage and retrieval* of cord blood for transplants and maternity and delivery care;
- *skilled nursing facility care;*
- *sleep studies;*
- *speech therapy;*
- *Substance Use Disorder treatment;*
- *surgical care* (the Allowable Charge includes preoperative and postoperative care, and may include reductions for procedures involving multiple Physicians or multiple or bilateral surgical procedures);
- *surgical dressings;*
- *telehealth Services* (see additional information in this section);
- *transplants* (see Additional Information in this section);
- *transportation and lodging* (see Additional Information in this section); and
- *Urgent Care Facility Services.*

**COVERED SERVICES - ADDITIONAL INFORMATION****Ambulance Services**

Benefits are available, subject to the Deductible, Copay, and/or Coinsurance amounts outlined in the Schedule of Benefits Summary, when ambulance Services are provided to a Covered Person for:

- transportation to the nearest facility for appropriate care for an Emergency Medical Condition;
- transportation from a facility where emergent care was obtained or from an Inpatient acute care facility to the nearest facility where appropriate care can be provided, whether it is a lesser or greater level of specific care. Benefits are also available for transporting the Covered Person who is bedridden, to a facility for treatment or to his or her place of residence subject to preauthorization and Medical Necessity;

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- transporting a respirator-dependent person; and
- transportation to and from the nearest appropriate facility for testing and/or procedures that are not available at the present facility.

Benefits are not available if solely for the convenience of the patient, family or provider, or if a less intensive level of transportation is more appropriate.

### **Anesthesia Services**

Benefits are payable for anesthesia Services by a Physician or Certified nurse anesthetist. The amount payable for the anesthesia will include the usual preoperative and postoperative visits and the necessary management of the patient, during and after the administration. Payment will not be made for supervision of the administration. Benefits are not available for local infiltration or the administration of anesthesia by the attending or assisting surgeon (except spinal, saddle or caudal blocks for Pregnancy, or general anesthesia for covered oral surgery and dental procedures).

### **Autism Spectrum Disorders**

Benefits are available for Covered Services for the screening, diagnosis and treatment of autism spectrum disorders which may include behavioral health treatment such as applied behavior analysis. Benefits are subject to the applicable Copay, Deductible and/or Coinsurance amounts for other Mental Illness Services.

#### **Autism Spectrum Disorder Services must be Certified.**

##### **Definitions**

The following definitions apply to autism spectrum disorders.

Applied behavior analysis: the design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement and functional analysis of the relationship between environment and behavior.

Autism spectrum disorder: any of the pervasive developmental disorders or autism spectrum disorder as defined by the most recent Diagnostic and Statistical Manual of Mental Disorders.

Behavior analyst: a Certified provider, which may include a Board Certified Behavior analyst approved by the Behavioral Analyst Certification Board, as defined in BCBSNE's medical policy.

Behavioral health treatment: counseling and treatment programs, including applied behavior analysis that are:

- necessary to develop, maintain, or restore to the maximum extent practicable, the functioning of an individual; and
- provided or supervised by a behavior analyst certified by a national certifying organization or a Licensed Psychologist if the Services performed are within the boundaries of the psychologist's competency.

Treatment: evidence-based care, including related equipment, that is prescribed or ordered for an individual diagnosed with an autism spectrum disorder by a Licensed Physician or a Licensed Psychologist, within the scope of his or her practice, including:

- behavioral health treatment;
- pharmacy care;
- psychiatric care;
- psychological care; and
- therapeutic care.

NOTE: Except in the case of Inpatient Services, BCBSNE reserves the right to request a review of treatment of autism spectrum disorders once every six months, unless the Covered Person's Licensed Physician or Licensed Psychologist agrees to more frequent reviews.

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### **Durable Medical Equipment (DME)**

Benefits are available for rental or initial purchase (whichever costs less) for covered DME when prescribed by a Physician. Benefits for rental of DME shall not exceed the cost of purchase unless otherwise approved by BCBSNE.

Benefits will be available for subsequent purchases of covered DME when:

- there is a significant change in the Covered Person's condition;
- the Covered Person grows;
- the item cannot be repaired and/or the cost of repairs exceeds the expense of purchasing a second piece of equipment;
- the item is five or more years old (equipment may be replaced earlier if Preauthorized by BCBSNE);
- or as otherwise determined by BCBSNE to be reasonable and necessary.

In addition, reimbursement will only be made to a DME or medical supply company for Medically Necessary repair, adjustment and maintenance of purchased DME, as determined appropriate by BCBSNE. Benefits are not available for DME which is rented or purchased from, or used while confined to a Hospital, skilled nursing facility, intermediate care facility, a nursing home or other Licensed residential facility if such equipment is usually supplied by the facility.

*NOTE: Oxygen and equipment for its administration, respiratory therapy, ventilation equipment, apnea monitors and continuous positive airway pressure devices (CPAP) may be subject to review of rental versus purchase by BCBSNE.*

### **Hearing Aids**

Benefits for hearing aids are available for hearing impaired Covered Persons up to age 19. Covered Services include the purchase, evaluations, fitting, and programming of hearing aids. Additionally, benefits are available for hearing aid repairs, follow up adjustments, servicing and maintenance, ear mold impressions, ear molds, and auditory rehabilitation and training. Benefits are subject to the applicable Copay, Deductible, and/or Coinsurance amounts and the benefit limits as shown on the Schedule of Benefits Summary.

### **Home Health Care Services and Hospice Services**

Benefits are available subject to the benefit limits outlined in the Benefit Summary for Medically Necessary home health aide, qualified dietician, respiratory care, and Skilled Nursing Care provided in the home to a Covered Person.

#### **Home Health Aide**

Benefits are available for Physician ordered home health aide Services provided in the home by a licensed or Medicare-Certified home health agency. Covered Services include personal care Services such as:

- bathing;
- feeding; and
- household cleaning duties.

Benefits are only available for home health aide Services when they are related to active and specific medical, surgical or psychiatric treatment of the Covered Person which requires the skills of a registered nurse.

#### **Respiratory Care**

Respiratory care Services must be ordered by a Physician, be performed in the home, and must relate to active and specific medical or surgical treatment which requires the skill of a registered nurse or respiratory therapist. These Services include, but are not limited to: airway maintenance, chest physiotherapy, delivery of medications, oxygen therapy, obtaining laboratory samples and pulmonary function testing. Services must be provided by a Licensed or Medicare-Certified home health agency.

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**Skilled Nursing Care**

Nursing care must be Physician ordered and the patient must need care which requires the skill, proficiency and training of a registered nurse (RN) or a Licensed practical nurse (LPN). **Skilled Nursing Care must be Preauthorized.**

Benefits will not be provided for:

- nursing care in excess of any benefit limit;
- nursing care which is primarily for the convenience of the patient or the patient's family;
- time spent bathing, feeding, transporting, exercising or moving the patient, giving oral medication or acting as a companion, sitter, or homemaker;
- care provided by a nurse who is an immediate relative by blood, marriage or adoption, or a member of the Covered Person's household; and
- care provided in a Hospital, a skilled nursing facility, intermediate care facility, or a sub-acute care or rehabilitation facility.

**Hospice Services**

Hospice is a program of care provided for a person diagnosed as terminally ill and his/her family. The Covered Person must have a life expectancy of six months or less. Services must be ordered by a Physician, and be appropriate for palliative support or management of a terminal illness. **Hospice Services must be Preauthorized.**

Benefits are available for the following Covered Services provided by a Medicare-certified Hospice:

- Hospice nursing Services provided in the home;
- Inpatient Hospice care;
- respite care, which is short-term Inpatient care necessary in order to give temporary relief to the person who regularly assists with the care at home. Respite care may be provided in the Hospice's designated Inpatient unit that is affiliated with the Hospice providing Services to the Covered Person, which may be a Skilled Nursing Facility or a Hospital;
- medical social Services, provided by a medical social worker employed by the Hospice, which are directly related to the Covered Person's medical condition; and
- crisis care, which is extended Skilled Nursing Care for up to 24 hours per day in lieu of a Medically Necessary Inpatient hospitalization.

**Hospital And Facility Services****Inpatient and Long Term Acute Care**

Benefits are available for Inpatient Covered Services such as room and board, treatment rooms, diagnostic Services, drugs, medicines and other ancillary Services provided by the Hospital.

If an intensive care, cardiac care or similar type room is used during a 24-hour period, only one room charge will be payable, and benefits will be based on the most intensive care provided during that period.

*NOTE: If benefits are denied for Hospital room and board, all other Inpatient Services are denied.*

**Orthopedic Specialty Benefit**

Benefits for Hospital facility Covered Services may be subject to a waiver of the Deductible and Coinsurance amounts if such Covered Services are provided at a Hospital designated by BCBSNE as a "Preferred Center." A list of the Hospitals for this orthopedic specialty benefit may be found at [NebraskaBlue.com/Preferred Centers](http://NebraskaBlue.com/Preferred Centers). Exception: The waiver of the Deductible is not applicable to a Health Savings Account (HSA) eligible qualified high deductible health plan. Facility participation is subject to change.

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### **Skilled Nursing Facility Care**

Benefits are available subject to Medically Necessary criteria, and to any limit stated in the Benefit Summary. After the exhaustion of the stated limit, all Services provided in the skilled nursing facility will be denied. The care must be provided in a Licensed or Medicare-certified skilled nursing facility or in a part of Hospital with designated skilled nursing or swing beds, licensed to provide room, board, 24-hour-a-day Skilled Nursing Care and other related non-Custodial Services. The care must be ordered by a Physician and the patient must be receiving Skilled Nursing Care. **Skilled nursing facility care must be Preauthorized.**

Skilled nursing facility care does not include:

- supportive Services for a stabilized condition;
- care which can be learned and given by unlicensed or uncertified medical personnel;
- routine health care Services;
- general maintenance or supervision of routine daily activities; and
- routine administration of oral or prescription drugs.

### **Inpatient Physical Rehabilitation**

Benefits are available for Covered Hospital and Physician Services for Inpatient care when provided as part of a Physical Rehabilitation admission. In addition, Covered Services will include the following when part of the rehabilitation admission:

- recreational therapy;
- social service counseling;
- prosthetic devices and fitting; and
- psychological testing.

The facility must be accredited for Comprehensive Inpatient Rehabilitation by the Commission on the Accreditation of Rehabilitation Facilities (CARF), or the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), or appropriately Preauthorized by BCBSNE.

### **Outpatient Hospital Or Facility Services**

Benefits are available for Covered Outpatient Services provided by a Hospital, Ambulatory Surgical Facility, Urgent Care Facility or other Outpatient facility. An observation stay is considered an Outpatient Service.

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**Emergency Rooms Are Expensive.** Hospital emergency rooms are very expensive because they are specifically staffed and equipped to handle accidents, injuries and other emergencies. Using them for preventive care (or as a substitute for the family physician) can cost you time and money.

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### **Emergency Room Service**

When you receive care in the emergency room, benefits will be provided subject to the applicable Copay, Deductible and/or Coinsurance shown on the Benefit Summary. If you receive care at an Out-of-network Hospital emergency room or by an Out-of-network Provider, benefits for Covered Services may be provided at the In-network benefit level. You will still be responsible for amounts in excess of the Allowable Charge when you receive Services from an Out-of-network Provider.

If Emergency Service results in a Covered Person being admitted to the Hospital, BCBSNE must be notified of the admission in accordance with the Preauthorization requirements for emergencies. (Please refer to "Preauthorization Requirements.")

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**Cardiac and Pulmonary Rehabilitation Services — Outpatient**

Cardiac or Pulmonary Rehabilitation is defined as the use of various modalities of treatment to improve cardiac or pulmonary function as well as tissue perfusion and oxygenation through which selected patients are restored to and maintained at either a pre-illness level of activity or a new and appropriate level of adjustment.

- **Covered Outpatient Cardiac or Pulmonary Rehabilitation.** The following Services are also covered when provided as part of an Outpatient rehabilitation program:
  - initial rehabilitation evaluation;
  - exercise sessions;
  - concurrent monitoring during the exercise session for high risk patients; and
  - Physician Services which are otherwise defined as Covered Services.
- **Cardiac Rehabilitation Criteria.** Benefits are available at any therapeutic level, up to 36 sessions per diagnosis or condition.
- **Pulmonary Rehabilitation Criteria.** Benefits are available for Services provided prior to and following a lung transplant, heart-lung transplant, lung volume reduction surgery and for severe chronic lung disease patients, as reviewed and determined by BCBSNE. Pulmonary rehabilitation Services must be under the continuing supervision of a Physician and in a Hospital environment.
- **Pulmonary Rehabilitation Limits.** Unless otherwise shown on the Benefit Summary, the following limits apply:
  - lung transplant, heart-lung transplant, lung volume reduction and chronic lung disease patients are limited to combined 36 sessions per diagnosis. (including follow-up home sessions) initially and after significant changes in clinical status.

**Infertility Treatment And Related Services**

Benefits are available for covered infertility treatment and related Services, subject to the applicable Deductible, Coinsurance and/or Copay amount and any benefit maximum indicated in the Schedule of Benefits Summary. Diagnostic testing done to determine the diagnosis of infertility, treatment of polycystic ovary disease, and treatment of endometriosis are not considered to be infertility treatment and will not be subject to any infertility treatment benefit maximum. Preauthorization for Infertility treatment and related Services or supplies is required before care is received.

Covered infertility treatment and related Services under the medical plan includes, but is not limited to the following:

- Assisted Reproductive Technology (ART), including but not limited to artificial insemination (AI), sperm washing, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), in vitro fertilization (IVF) and intrauterine Insemination (IUI);
- embryo transfer procedures;
- cryo-preservation (freezing) and other forms of preservation of reproductive material;
- long-term storage and retrieval of all reproductive materials such as sperm, eggs, embryos, ovarian tissue and testicular tissue;
- ultrasounds, lab work and other testing in conjunction with infertility treatment; and
- FDA-approved pharmaceutical products for the treatment of infertility that are administered on an outpatient basis.

**Exclusions**

Benefits are not available under this section or any other part of the Plan for the following:

- collection or purchase of donor semen (sperm) or oocytes (eggs);
- surrogate parenting, donor eggs, donor sperm and host uterus;
- genetic alteration of sperm or eggs;
- reversal of voluntary sterilization; and
- uterine transplantation.

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## **Maternity And Newborn Care**

### **Maternity Care**

Maternity benefits are available to you, a covered spouse, or an Eligible Dependent daughter unless otherwise indicated. You may contact the BCBSNE Member Services Department for verification of maternity benefits.

Benefits for covered Hospital, surgical and medical care related to Pregnancy includes all related Services for prenatal care, postnatal care, delivery, and complications of Pregnancy or interruptions of Pregnancy. Charges for pre-natal, post-natal and delivery Services are payable as a total (global) charge, per American Medical Association Current Procedural Terminology (CPT) terms, codes and related guidance. Charges for additional Services outside the total (global) maternity charge, such as radiology, pathology and other diagnostic Services are payable as for any other Service.

Benefits are also available for obstetrical care provided by and within the scope of practice of a certified nurse midwife.

Postpartum depression, psychosis or any other Mental Health diagnosis are not considered complications of Pregnancy. Benefits for these conditions are provided in the same manner as all other Mental Health Services.

Please visit [NebraskaBlue.com/Maternity](http://NebraskaBlue.com/Maternity) to sign up for our Pregnancy Care Program. The Pregnancy Care program provides you with education, encouragement, and support throughout your pregnancy.

### **Newborn Care**

Benefits are available at birth for Covered Services for an eligible newborn infant. Covered Services include:

- room and board, including any ancillary Services;
- screening tests, including the initial newborn hearing exam;
- Physician Services for a newborn well infant while hospitalized, including circumcision;
- newborn screening Services for an infant born at home; and
- Medically Necessary definitive medical or surgical treatment, including the necessary care and treatment of medically diagnosed Congenital Abnormalities.

Benefits for Covered Services will be subject to the child's individual cost-sharing amounts, unless otherwise stated. For information on adding a newborn to your coverage, refer to the section titled "Eligibility and Enrollment."

### **Statement Of Rights Under The Newborns' And Mothers' Health Protection Act**

Under federal law, benefits may not be restricted for any Hospital stay in connection with childbirth for the mother or newborn child to less than 48 hours following a normal vaginal delivery, or less than 96 hours following a cesarean section. However, benefits may be paid for a shorter stay if the mother's or newborn's attending provider, after consulting with the mother, discharges the mother or newborn earlier.

Also, under federal law, an insurer may not set the level of benefits or out-of-pocket costs so that any later portion of the 48 hour (or 96 hour) stay is treated in a manner less favorable than any earlier portion of the stay. In addition, an insurer may not require the provider to obtain authorization from the insurer for prescribing a length of stay of up to 48 hours (or 96 hours).

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

Benefits are payable for Covered Hospital and Physician Services, including mental health Services, psychological, or alcoholism and drug counseling Services by and within the scope of practice of:

- a qualified Physician, Licensed Psychiatrist or Licensed Psychologist;
- a Licensed Special Psychologist, Licensed mental health practitioner, Licensed clinical social worker, Licensed professional counselor, Licensed professional marriage and family therapist; or
- auxiliary providers who are supervised, and billed for, by a qualified Physician, Licensed Psychiatrist or Licensed Psychologist or as otherwise permitted by state law.

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## BENEFIT DESCRIPTIONS

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All licensing or certification shall be by the appropriate state authority. Appropriate supervision and consultation requirements also shall be provided by state law.

Benefits are subject to the applicable Deductible, Copay and/or Coinsurance amount indicated on the Schedule of Benefits Summary.

For additional resources and support please visit [NebraskaBlue.com/MentalHealth](http://NebraskaBlue.com/MentalHealth).

### **Inpatient Care**

A person shall be considered to be receiving Inpatient treatment if he or she is confined to a Hospital or a Substance Use Disorder Treatment Center that provides medical management including 24-hour nursing care. Services provided by a facility that does not meet this criteria are considered part of a Residential Treatment Program. Benefits for Inpatient admissions must be Preauthorized by BCBSNE.

Facilities must be Licensed by the Department of Health and Human Services, Regulation and Licensure (or equivalent state agency), or accredited by the Joint Commission on Accreditation of Rehabilitation Facilities (CARF) or Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

### **Residential Treatment Services**

Benefits are available for Covered Services and room and board provided as part of a Residential Treatment Program, for treatment of Mental Health and Substance Use Disorders.

The Residential Treatment Program and/or facility must be Licensed, accredited or Certified to provide such Services by the appropriate state agency, or accredited by CARF or JCAHO.

Benefits are available subject to Preauthorization and BCBSNE Medical Necessity criteria and Utilization Management. If Preauthorization is not obtained and the Services requested do not meet BCBSNE's Medical Necessity criteria, coverage for those Services may be denied.

### **Outpatient Care**

Benefits are available for Outpatient treatment of Mental Health and Substance Use Disorders.

A person who is not admitted for Inpatient care, but is receiving treatment in the Outpatient department of a Hospital, in an observation room, in an Ambulatory Surgical Facility, Urgent Care Facility, a Physician's office, or home shall be considered to be receiving Outpatient Care.

Outpatient Covered Services include:

- psychological therapy and/or substance use disorder counseling/rehabilitation provided by an Approved Provider;
- office visit or clinic visit, consultation, or emergency room visit;
- an evaluation and assessment;
- medication checks;
- an Outpatient day, or partial hospitalization program for Mental Health or a Substance Use Disorder treatment program, that offers all-inclusive Services for each Outpatient treatment day;
- ambulance Services provided for the treatment of Mental Health and Substance Use Disorder;
- laboratory and diagnostic Services;
- psychological and neuro-psychological testing;
- individual, family and group therapy; and
- methadone maintenance programs for the treatment of opioid use disorder.

Day treatment, partial care, and Outpatient programs must be provided in a Hospital or facility which is Licensed by the Department of Health and Human Services Regulation and Licensure or accredited by the Commission on the Accreditation of Rehabilitation Facilities (CARF).

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## BENEFIT DESCRIPTIONS

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### **Emergency Service**

Benefits are also available, subject to any applicable Emergency Service Copay, Deductible and/or Coinsurance indicated in the Benefit Summary, for any Covered Services provided in a Hospital emergency room setting for the treatment of Mental Health and Substance Use Disorders.

### **Oral Surgery And Dentistry**

Limited benefits are available for oral surgery and dentistry. Benefits for Covered Services are available subject to any benefit maximums and the Copay, Deductible and/or Coinsurance indicated on the Schedule of Benefits Summary.

#### **Covered Oral Surgery And Dentistry Services**

The Plan provides benefits for Medically Necessary Covered Services for the following:

- Evaluation and treatment of impacted teeth;
- Excision of exostoses, tumors and cysts of the jaws, cheeks, lips, tongue, roof, and floor of the mouth when such conditions require pathological examinations;
- Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof, and floor of the mouth;
- Reduction of fractures and dislocations of the jaw;
- Incision of accessory sinuses, salivary glands, or ducts;
- Bone grafts to the jaw, including preparation of the mouth for dentures;
- The care and treatment of natural teeth and gums if an injury is sustained in an accident (other than one occurring while eating or chewing) or for treatment of cleft palate, excluding implants. Treatment must be completed within 12 months of the injury except when medical and/or dental conditions preclude completion of treatment with this time period;
- Inpatient or Outpatient Hospital, or Ambulatory Facility charges, including professional services for x-rays, laboratory services, and anesthesia while in the hospital, if medically necessary;
- Removal of all teeth in an Inpatient or Outpatient hospital or dentist's office, if removal of the teeth is part of standard medical treatment that is required before the Covered Person can undergo radiation therapy for a covered medical condition;
- Initial and staged reconstruction of cleft palate or cleft lip. Such coverage includes Medically Necessary oral surgery and pre-graft palatal expander;
- Orthognathic, Prognathic, and Maxillofacial Surgery when Medically Necessary; and
- Incision and drainage of abscesses, and other non-surgical treatment of infections (excluding periodontic or endodontic treatment of infections);

### **Exclusions**

Benefits are not available under this section or any other part of the Plan for the following:

- Care in connection with the treatment, filling, removal, repositioning or replacement of teeth, including orthodontics or implants;
- Root canal therapy or care;
- Bone grafts to the jaw in relation to dental implants;
- Treatment of the dental occlusion or temporomandibular joint of the jaw by any means or for any reason, except as specifically identified as a Covered Service;
- Osteotomies of the face, neck or head, except as specifically identified as a Covered Service;
- All other procedures involving the teeth or structures directly related to or supporting the teeth, including the gums and the alveolar processes;
- Evaluation and treatment of myofascial pain; and
- Treatment of sleep disorders by a dentist, including sleep apnea, except for the fabrication of an orthotic for treatment of a sleep disorder.

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**Organ And Tissue Transplants**

Benefits are available to a Covered Person who is a transplant recipient for Medically Necessary Covered Services relating to or resulting from a transplant of these body organs or tissues:

- liver;
- heart;
- single and double lung;
- lobar lung;
- heart-lung;
- heart valve (heterograft);
- kidney;
- kidney-pancreas;
- pancreas;
- cornea;
- parathyroid;
- small intestine;
- small intestine and liver;
- small intestine and multiple viscera; or
- bone marrow transplants, including autologous and allogeneic stem cell transplants.

All transplant Services must be Preauthorized by BCBSNE, and meet BCBSNE established criteria and medical policies.

**Donation of Organs and Tissue**

Benefits are available for Services arising from an organ donation from either a live or non-living donor, including acquisition costs, when the recipient is a Covered Person. Benefits are included as part of the recipient's coverage, and are covered for the duration of the Covered Person's coverage under the Plan. Benefits for donation include Covered Services for treatment of complications resulting from the organ/tissue donation.

Covered Services include:

- Hospital, medical, surgical or other Covered Services;
- Services provided for the evaluation of organs or tissue;
- Services provided for the removal of organs or tissue from nonliving donors; and
- Services provided for the transportation and storage of donated human organs or tissues.

**Exclusions and Limitations**

Benefits will not be provided for:

- donor charges other than those identified as covered under "Donations of Organ and Tissue;"
- purchase of organs or tissue, that are sold rather than donated to the recipient; or
- transplantation of any nonhuman organ or tissue, or the implantation of an artificial/mechanical organ into a human recipient. This does not apply to pacemakers, LVADs, or other devices specifically approved by BCBSNE.

**Physician Services**

Benefits are payable for Covered Services provided by a Physician, including an oral surgeon, Certified nurse midwife, Certified nurse practitioner, or a Certified Physician assistant, within the Provider's scope of practice.

Covered Services include:

- Inpatient, Outpatient, office and home visits;
- surgical and assistant surgical Services;
- anesthesia;
- radiology, laboratory, pathology, and other diagnostic Services;
- radiation therapy and chemotherapy;
- FDA-approved drugs listed under the Drugs Administered in an Outpatient Setting List, IV solutions, vaccines, biologicals and medicines administered in the office,\* and
- allergy serums and injections, except as specifically excluded.

Services performed in a Convenient Care/Retail Clinic or performed by a Physician assistant are covered in the same manner as a Primary Care Physician.

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**Physician Office Services**

Benefits for the following Services provided in a Primary Care or Specialist Physician's office shall be paid subject to the cost-sharing amounts indicated in the Benefit Summary.

- **Physician Office Visit.** The Office Visit benefit includes the following Services performed in the Physician office:
  - office visit, including the initial visit to diagnose Pregnancy;
  - consultation;
  - psychological therapy and/or Substance Use Disorder counseling/rehabilitation for the treatment of Mental Health and Substance Use Disorders; and
  - medication checks.
- **Non-Covered Under an Office Copayment Benefit.** Although these Services may be covered under other provisions of this Plan, a Copayment benefit for "Physician Office Visit" or "Physician Office Services" referred to above, does not apply to:
  - Preventive Services, as required by State or Federal Law;
  - Services for Pregnancy, except the initial visit to diagnose Pregnancy;
  - surgical procedures and anesthesia;
  - injections;
  - sublingual allergy therapy;
  - immunizations;
  - sleep studies;
  - chemotherapy infusion and chemotherapy drugs;
  - radiation therapy;
  - Advanced Diagnostic Imaging (MRI, MRA, CT and PET scan);
  - infusion therapy;
  - Durable Medical Equipment;
  - manipulations and adjustments (chiropractic and osteopathic);
  - physical, occupational or speech therapy, chiropractic or osteopathic physiotherapy;
  - biofeedback;
  - psychological evaluations, assessments and testing, or other Outpatient Covered Services for the treatment of Mental Health and Substance Use Disorders; and
  - Outpatient Services received at a place of service other than a Physician's office.

**Telehealth Services**

Physician's Services include Telehealth Services as a delivery of care method, for the diagnosis and treatment of a Covered Person's medical condition. Telehealth Services means web-based, video or telephonic visits, calls or consultations between a Covered Person and a Licensed Physician or other professional provider qualified to provide such Services.

The delivery and scope of telehealth Services are subject to applicable state and federal laws and regulations.

Telehealth Services are not applicable to or available for:

- reporting lab or other test results;
- office appointment requests;
- communication primarily educational in nature;
- billing, insurance or payment questions;
- Preauthorization procedures;
- Physician to Physician consultations;
- Services, treatment or conditions outside the scope of the vendor Covered Services payable via a telehealth delivery of care method.

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## BENEFIT DESCRIPTIONS

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Telemedicine is web-based, video or telephonic visits, calls or consultations between or related to a Covered Person (with or without the Covered Person present) and a Licensed Physician and another professional provider qualified to provide such services.

Telehealth Services are subject to the cost-sharing amounts shown on the Benefit Summary. Benefits may be limited to In-network Providers only.

*NOTE: If a Covered Person receives telehealth or telemedicine Services which may be covered under more than one health plan or contract, and identifies to the telehealth Services provider at the time of service that this Plan is to be used for coverage, this Plan will provide benefits as the primary coverage. When another health plan or contract is used or identified at the time of service, this Plan will become the secondary coverage pursuant to Coordination of Benefits. The Covered Person must submit a claim form and itemized statement and the other plan's Explanation of Benefits to BCBSNE reflecting the charges and cost-sharing amount paid pursuant to the other plan for benefit consideration under this Plan as the secondary coverage.*

### **Preventive Services**

Benefits will be provided for covered preventive/routine Services, subject to any applicable benefit maximums and Copay, Deductible and/or Coinsurance shown on your Schedule of Benefits Summary, when such Services are provided by either In-network Providers or Out-of-network Providers.

### **Therapy and Manipulations**

The following Outpatient and/or home therapies and manipulative treatments or adjustments are covered subject to the applicable Deductible, Copay and/or Coinsurance amounts and benefit maximums shown on the Benefit Summary (Services must be ordered by a Physician):

- physical therapy by a Licensed physical therapist or Licensed physical therapist assistant who is an Approved Provider;
- occupational therapy by a Licensed occupational therapist or Licensed occupational therapist assistant under the supervision and billing of a Licensed occupational therapist;
- speech therapy provided by a Licensed speech-language pathologist or registered speech-language pathology assistant practicing under the supervision of a Licensed speech-language pathologist;
- chiropractic or osteopathic physiotherapy; and
- chiropractic or osteopathic manipulative treatments or adjustments by an Approved Provider.

Therapy Services described above include habilitative Services, which are Services designed to help a person keep, learn or improve skills and functions of daily living.

*NOTE: A benefit maximum may apply to all the above Services or any combination of these Services. Check your Schedule of Benefits Summary for any applicable benefit maximums. Treatment limits for physical therapy, occupational therapy, and speech therapy are not applicable to treatment for Mental Health or Substance Use Disorders.*

A session is defined as one visit. Ongoing preventive/maintenance therapy sessions (excluding habilitative Services), treatments or adjustments are not covered once the maximum therapeutic benefit has been achieved for a given condition and continued therapy or treatment no longer results in some functional or restorative improvement.

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**Travel Expenses**

(Applies to a Covered Person who is a recipient or to a covered or non-covered donor if the recipient is a Covered Person under this Plan) The Plan will pay for travel and housing related to the transplant. Expenses will be paid for the Covered Person and:

- One or two parents of the Covered Person (if the Covered Person is a Dependent Child, as defined in this Plan); or
- An adult to accompany the Covered Person.

Covered travel and housing expenses include the following:

- Transportation to and from the transplant facility, including:
  - Airfare.
  - Tolls and parking fees.
  - Gas/mileage (subject to current Internal Revenue Service (IRS) medical mileage reimbursement)
- Lodging at or near the transplant facility, including:
  - Apartment rental.
  - Hotel rental.
  - Applicable tax.

Lodging for purposes of this Plan does not include private residences.

Lodging reimbursement that is greater than \$50 per person per day may be subject to IRS codes for taxable income.

Benefits will be payable for up to one year from the date of the transplant while the Covered Person is receiving services at the transplant facility.

Note: This Plan will pay travel and housing benefits for a non-covered living donor only after any other coverage that the living donor has is exhausted.

**Exclusions and Limitations**

Benefits are not available for the following;

- Meals;
- Alcohol/tobacco;
- Valet;
- Entertainment;
- Taxes (unless they are part of a covered item);
- Tips/gratuities;
- Personal care/hygiene items;
- Internet and/or Telephone calls;
- Childcare expenses;
- Automobile maintenance and/or repairs, depreciation and personal insurance;
- Lost wages;
- Expenses related to non-covered Services,
- train (economy or coach);
- bus (economy or coach);
- boat (economy or coach);
- taxi and ride-sharing service (excluding limos and similar car services);
- car rental;
- Expenses for anyone other than you and your companion(s).

BENEFIT DESCRIPTIONS

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**Women's Health Act**

The Women's Health and Cancer Rights Act of 1998 (Women's Health Act) includes protections for patients who elect to have breast reconstruction in connection with a mastectomy.

The law requires that certain coverage be provided, and that notice be given to Covered Persons regarding coverage for this care under the Group health Plan. The Women's Health Act requires that:

A Group health Plan which provides medical and surgical benefits for mastectomies shall also provide, in the case of a Covered Person who is receiving benefits in connection with a mastectomy and elects breast reconstruction in connection with such mastectomy, coverage in a manner determined in consultation with the attending Physician and patient for:

- reconstruction of the breast, including areolar reconstruction, on which the mastectomy has been performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- prostheses; and
- treatment for physical complications resulting from all stages of the mastectomy (including lymphedemas).

This Group health Plan is in compliance with the Women's Health Act and provides benefits as required by the Act. Benefits are subject to the Deductible, Copay, Coinsurance and other applicable benefits under the Plan.



## EXCLUSIONS — WHAT'S NOT COVERED

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The Services, treatments and supplies listed in this section are not covered, except where specifically provided for under another section of this SPD, by an Amendment to this SPD, or as required by law.

### Using Headings In This Section

To help you find specific exclusions more easily, headings are shown for types of Services, treatments or supplies that fall into a similar category. The actual exclusion appears under the heading.

### Plan Exclusions

Benefits are not available for Services not covered by the Plan, nor for Services determined by BCBSNE to be not Medically Necessary.

Benefits are not available for the Services, treatments or supplies described in this section, even if:

- recommended or prescribed by a Physician; and/or
- it is the only treatment available for the Covered Person's condition.

Noncovered Services include, but are not limited to any Service for, or related to the following:

- **Alternative Treatments**

- alternative therapies and programs including but not limited to;
  - massage therapy, including rolfing;
  - acupuncture;
  - dry needling;
  - prolotherapy;
  - aromatherapy;
  - light therapy, infrared or ultraviolet therapy and other light therapies;
  - naturopathy;
  - VAX-D therapy (vertebral axial decompression);
  - support therapies, including personal counseling and assertiveness training;
  - dream therapy;
  - activity therapy, including but not limited to music, dance, art and play;
  - recreational therapy or care, unless otherwise identified as covered;
  - cruises;
  - wilderness programs;
  - adventure therapy;
  - day care Services;
  - camps, including all activities and therapies;
  - animal-based therapy programs; and
  - vitamin therapy and herbal remedies.
- Services provided by a massage therapist; and
- Services, drugs, medical supplies, devices or equipment which are not cost effective compared to established alternatives or which are provided for the convenience or personal use of the Covered Person;
- whirlpools, contrast baths, paraffin baths and iontophoresis.

- **Comfort Or Convenience**

- personal expenses such as guest meals, television or beauty/barber services;
- supplies, equipment or similar incidental charges for personal comfort or convenience, including but not limited to:
  - batteries and battery chargers unless the device is covered by the Plan;
  - equipment primarily for education or a person's safety;
  - hot tubs, saunas, jacuzzis or whirlpools;
  - humidifiers;
  - medical alert systems;
  - music devices, radios or video players;

EXCLUSIONS — WHAT'S NOT COVERED

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- personal computers;
- pillows; and
- strollers;
- equipment for purifying, heating, cooling or otherwise treating air or water;
- exercise equipment;
- building, remodeling or alteration of a residence, investigation and remediation of harmful contaminants such as lead and mold; and
- purchasing or customizing of vans or other vehicles.

- **Durable Medical Equipment (DME) And Supplies**

- enuresis alarms and incontinence devices and supplies, even if prescribed by a Physician;
- external defibrillators;
- items purchased for the convenience of the Covered Person;
- mouth guard, even if prescribed by a Physician;
- power seat elevating systems and chairs;
- rental or purchase from or use of DME while the patient is confined to a Hospital, skilled nursing facility, an intermediate care facility, a nursing home or any other licensed residential facility if such equipment is usually supplied by the facility;
- repair, maintenance or adjustment of DME, except as specifically identified as covered, or provided by other than a DME or medical supply company; and
- repair or replacement of an item of DME due to misuse, malicious damage, gross neglect or to replace lost or stolen items.

- **Experimental Or Investigative**

- Services considered by BCBSNE to be Investigative, or for any directly related Services; or
- Services for medical treatment and/or drugs, whether compensated or not, that are directly related to, or resulting from the Covered Person's participation in a voluntary, Investigative test or research program or study, unless authorized by BCBSNE.

- **Foot Care**

- orthopedic shoes, except for initial purchase when permanently attached to a brace; and
- treatment or removal of corns, callosities, or the cutting or trimming of nails, except as Medically Necessary.

- **Mental Health and Substance Use Disorder**

- education, socialization, delinquency or custodial care Services for Mental Health and Substance Use Disorders;
- halfway houses, foster homes or group homes and treatment groups for Substance Use Disorder maintenance programs, unless otherwise identified as covered;
- programs for co-dependency, employee assistance, probation, prevention, educational or self-help;
- Inpatient confinement for environmental change or similar treatment;
- Inpatient or Outpatient programs ordered by the Court that are determined by BCBSNE to be not Medically Necessary;
- self-help programs that treat obesity and gambling or nicotine addiction, except when specifically identified elsewhere as a Covered Service;
- half-way house or Substance Use Disorder maintenance programs;
- Services by a non-Approved Mental Health Services Provider;
- Services not within the scope of practice of the provider. (Licensing or certification is by the appropriate state authority. Supervision and consultation requirements are governed by the state law);
- Services, supplies, equipment, procedures, drugs or programs for treatment of nicotine addiction, except as identified as a Covered Service; and
- stress reduction classes and pastoral counseling.

## EXCLUSIONS — WHAT'S NOT COVERED

- **Nutrition**

- dietary counseling, except as part of nutritional management for diabetes when part of diabetes education, certain conditions covered under the ACA Preventive Services and eating disorders;
- enteral feedings, even if the sole source of nutrition; or
- nutrition care, nutritional supplements, FDA-exempt infant formulas, supplies, electrolytes or other nutritional substances, including but not limited to Neocate, Vivonex, Elecare, Cyclinex-1, ProPhree, vitamins, minerals, elements, foods of any kind (including high protein and low carbohydrate foods) and other over-the-counter nutritional substances.

- **Physical Appearance**

- Cosmetic Services, except for Covered Services:
  - required as a result of a traumatic injury;
  - to correct a Congenital Abnormality when the defect severely impairs or impedes normal essential functions; or
  - to correct a scar or deformity resulting from cancer or from non-Cosmetic surgery.

Reconstructive surgery is available only when required to restore, reconstruct or correct any bodily function that was lost, impaired or damaged as a result of Injury or Illness.

Benefits are not payable for treatment of complications, unless the treatment is normally covered under the Plan.

The Cosmetic exclusion applies regardless of the underlying cause of the condition or any expectation that the Cosmetic procedure may be psychologically or developmentally beneficial to the Covered Person. Examples include but are not limited to:

- dermabrasion;
- liposuction;
- breast augmentation;
- breast reduction (unless Medically Necessary)
- breast replacement;
- protruding ears;
- spider veins;
- tattoo removal or revision; and
- telangiectasias;
- treatment and monitoring for obesity or weight reduction, regardless of diagnosis. Examples include:
  - health and athletic club memberships;
  - physical conditioning programs such as athletic training, body-building exercise, fitness, flexibility and diversion or general motivation; and
  - weight loss programs;
  - weight reduction or obesity surgery.

- **Providers**

- Canceled appointment: charges for failure to cancel a scheduled appointment;
- Claim forms/records/administrative fees or charges. This includes: charges made for filling out claim forms or furnishing any records or information; special charges such as dispensing fees; admission charges; Physician's charges for Hospital discharge Services; after-hour charges over and above the routine charge; administrative fees; technical support or utilization review charges which are normally considered to be within the charge for a Service;
- Custodial Care, domiciliary care, rest cures, or Services provided by personal care attendants;
- immediate family: charges for Services provided by a relative or person who is a member of the Covered Person's immediate family by blood, marriage or adoption;
- inadequate documentation: charges received when there is inadequate documentation that a Service was provided;

## EXCLUSIONS — WHAT'S NOT COVERED

- non-approved facility: a health care facility that does not meet the licensing or Accreditation Standards required by BCBSNE;
- non-approved Provider: charges for Services by a non-Approved provider, or provided by or under the supervision of a health care provider determined to be non-payable by BCBSNE;
- out-of-hospital: charges made while the patient is temporarily out of the Hospital;
- overhead expenses: charges for any office or facility overhead expenses including, but not limited to, staff charges, copying fees, facsimile fees and office supplies;
- scope of practice: charges for Services by a health care provider which are not within the scope of practice of such provider;
- Services provided in or by:
  - a Veterans Administration Hospital where the care is for a condition related to military service; or
  - any non-Participating Hospital or other institution which is owned, operated or controlled by any federal government agency, except where care is provided to nonactive duty Covered Persons in medical facilities;
- standby: Hospital or Physician charges for standby availability.

- **Reproductive Services**
  - reversal of voluntary sterilization;
  - storage and retrieval of all reproductive materials;
  - surrogate parenting, donor eggs, donor sperm and host uterus; and
  - surrogate mother Services; and
  - voluntary abortions, unless the attending Physician certifies that the abortion was necessary to safeguard the life of the woman, or that the unborn child's viability was threatened by continuation of the Pregnancy. Services for medical complications arising from a voluntary abortion are not excluded.
- **Services Payable Under Another Plan**
  - Services available at government expense, except as follows:
    - if payment is required by state or federal law, the obligation to provide benefits will be reduced by the amount of payments the patient is eligible for under such program (except Medicaid);
    - with respect to persons entitled to Medicare Part A and eligible for Part B benefits, the obligation to provide benefits will be reduced by the amount of payment or benefits such person receives from Medicare. This provision will not apply if the patient is still actively at work or is an Eligible Dependent of a Subscriber who is actively at work and has elected this Plan as primary, or as otherwise provided by federal law. Services provided for renal dialysis and kidney transplant Services will be provided pursuant to federal law; or
    - Services arising out of the course of employment, whether or not the patient fails to assert or waives his or her right to Workers' Compensation or Employers' Liability Law. This includes Services determined to be work-related under a Workers' Compensation law, or under a Workers' Compensation Managed Care Plan, but which are not payable because of noncompliance with such law or plan. Any charges incurred as a result of or in the course of employment for an employer that is not legally required to carry Workers' Compensation coverage and that does not provide Workers' Compensation coverage will be covered.
- **Travel**
  - lodging, meals and/or travel expenses incurred by the patient or the provider, even though directed by a Physician for the purpose of obtaining medical treatment, except covered ambulance Services or other expenses specifically identified as covered by the Plan.
- **Vision And Hearing**
  - eyeglasses or contact lenses, eye exercises or visual therapy or visual training (orthoptics), except when specifically identified elsewhere as a Covered Service;
  - preventive vision examinations or care, extended vision care or exam packages and screening eye examinations, including eye refractions, except when specifically identified elsewhere as a Covered Service;

## EXCLUSIONS — WHAT'S NOT COVERED

- screening audiological tests (except as may be covered under Preventive Services);
- external and surgically implantable devices (except cochlear implants, bone anchored hearing aids, and hearing aids for Covered Persons as otherwise covered under this Plan) and combination external/implantable devices to improve hearing, including audient bone conductors, or hearing aids and their fitting, unless otherwise required by law or as specifically covered under the Plan;
- surgical, laser or nonsurgical procedures or alterations of the refractive character of the eye including but not limited to correction of myopia, hyperopia or astigmatism. In addition, benefits are not available for:
  - charges for related Services; and
  - eyeglasses or contact lenses following the surgery.

**Other Exclusions And Limitations**

- Services, including related diagnostic testing, which are primarily:
  - recreational, such as music or art therapy;
  - educational, including school-based individualized education programs;
  - work-hardening therapy; vocational rehabilitation and training;
  - medical/non-medical self-care; or
  - self-help training;
- interest, sales or other taxes or surcharges on Covered Services, drugs, supplies or DME, other than those surcharges or assessments made directly upon employers or third party payers;
- any amount paid for eligible Claims expenses which arise out of or as caused or contributed to by war or an act of war. "War" means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature;
- genetic testing, unless scientifically validated by BCBSNE medical policy, or as required by law. Coverage for genetic counseling is limited to one visit prior to genetic testing and one visit following a covered genetic test;
- food antigens, skin titration, cytotoxicity testing, treatment of non-specific candida sensitivity and auto-urine injections;
- snoring, the reduction or elimination of, when that is the primary purpose of treatment;
- blood, blood plasma or blood derivatives or fractionates, or Services by or for blood donors, except administrative and processing charges for blood used for a Covered Person furnished to a Hospital by the American Red Cross, county blood bank, or other organization that does not charge for blood;
- Services provided to or for:
  - any dependent when coverage is provided by a Single Membership, except when benefits are specifically provided by the Plan for a newborn or adopted child;
  - any person who does not qualify as an Eligible Dependent; or
  - any Covered Person before his or her effective date of coverage, or after the effective date of cancellation or termination of coverage; or
  - any Covered Person for which coverage is not available because of any Eligibility Waiting Periods.
- military service related illness or injury;
- Services for which there is no legal obligation to pay, including:
  - Services for which no charge would be made if coverage did not exist;
  - any charge above the charge that would have been made if no coverage existed; or
  - any service which is normally furnished without charge;
- charges in excess of the Contracted Amount; or
- charges made separately for Services and/or procedures, supplies and materials when they are considered to be included within the charge for a total Service payable, or if the charge is payable to another provider.

*EXCEPTION: If such charges are made separately when they are considered to be included within the charge for a total Service performed by a BCBSNE In-network Provider, then this amount is not the patient's liability.*

EXCLUSIONS — WHAT'S NOT COVERED

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- employer-required Services and supplies as a condition of employment including, but not limited to immunizations, blood testing, work physicals and drug tests;
- charges made pursuant to a Covered Person's engagement in an illegal occupation or commission of or attempt to commit a felony;
- computed tomography (CT) of the heart with quantitative evaluation of coronary calcium, or electron beam computed tomography, for screening of cardiovascular, cerebrovascular and peripheral vascular disease;
- Outpatient charges for prescription drugs and Covered Services which are only covered when the prescription is filled at a pharmacy and a Claim is submitted under your Prescription Drug program, as determined by BCBSNE;
- take-home supplies from an Inpatient facility;
- private Duty Nursing;
- long-term rehabilitation programs, including residential Cognitive Training programs;
- respite care when not provided as part of a covered Hospice benefit;
- Home health aide, Skilled Nursing Care or Hospice related Services as follows:
  - Services performed by volunteers;
  - pastoral Services, or legal or financial counseling Services;
  - Services primarily for the convenience of the patient, or a person other than the patient; or
  - home delivered meals;
- shipping and handling charges;
- Services provided at the following places of service, unless otherwise approved by BCBSNE:
  - day care;
  - program of all-inclusive care for the elderly (PACE);
  - school (except covered Mental Health Services by an Approved Provider);
  - library;
  - church; or
  - employee worksite (except immunizations);
- Services provided by a doula;
- Services provided in association with a health fair or other employer sponsored wellness event, unless otherwise approved by BCBSNE;
- Services otherwise covered under the Plan, when:
  - required solely for purposes of camp, travel, career, employment, insurance, marriage, adoption or other administrative reason;
  - related to judicial or administrative proceedings or orders;
  - conducted for the purpose of medical research; or
  - required to obtain or maintain a license of any type;
- foreign language and sign language Services;
- driving tests or exams;
- autopsies;
- hair analysis, including evaluation of alopecia or age-related hair loss;
- wigs, hair prostheses and hair transplants, regardless of the reason for the hair loss;
- Services by a Provider which were pre-paid by the Covered Person by virtue of a discount program, coupon, retail or online offer;
- short term storage and retrieval for cord blood, breast milk, and other materials, except as specifically identified as covered;
- social Services;
- transportation, except as otherwise covered under the Plan;
- removal of skin tags;
- Services provided under a direct primary care agreement;
- replacement of lost, broken, destroyed or stolen Covered Prescription Drug Products within the Covered Person's control. BCBSNE may allow a one month supply fill per year, per medication;
- over-the-counter supplies, devices, tests, medications and non-prescription medications (unless otherwise required by law or specifically designated for coverage by BCBSNE); and
- Services, procedures, supplies or drugs provided for treatment of sexual arousal disorders or erectile dysfunction, regardless of cause.



## PRESCRIPTION DRUG BENEFITS

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Your Prescription Drug Coverage is provided by EmpiRx Health.



## ELIGIBILITY AND ENROLLMENT

**Your employer determines eligibility requirements and validates eligibility for enrollment and coverage under the health Plan.** For additional information not found in this Summary Plan Description, please contact your employer.

### Who's Eligible

To be eligible for coverage, you must apply within 31 days of the date of hire. Coverage will be effective on the first day of the month following your date of hire or eligibility. Coverage for Employees hired on the first day of the month will be effective on the first day of the month. Coverage for Employees hired on the first working day of the month will be effective on the actual date of hire.

The individual who enrolls for coverage or the "employee" is referred to as a Subscriber. Dependents are generally your spouse and children; in order to be an Eligible Dependent, they must meet the definition of an Eligible Dependent. For the complete definition of an Eligible Dependent, please refer to the section of this book titled "Definitions."

### Retiree Eligibility

An eligible Employee who is covered under this Plan and who retires under the employer's formal retirement criteria will be eligible to continue participating in the Plan upon retirement, provided the individual continues to make the required contribution. See the Coordination of Benefits section for more information on how this Plan coordinates with Medicare coverage. Retirees may continue coverage under this Plan until death or the last day of the month in which the Retiree ceases to make the required premium contribution when due.

### Initial Enrollment

Subscribers and dependents must enroll within 31 days of their initial eligibility or during a special enrollment period, or late enrollment provisions may apply.

### Types of Membership

You may enroll in one of the following membership types under your Plan:

- **Single Membership:** This option provides coverage to you only.
- **Subscriber-Spouse Membership:** This option provides coverage to you and your spouse and/or domestic partner or Adult Designee.
- **Single Parent Membership:** This option provides coverage to you and your Eligible Dependent children, but not to a spouse and/or domestic partner or Adult Designee.
- **Family Membership:** This option provides coverage to you, your spouse and/or domestic partner, Adult Designee and Eligible Dependent children.

**If you are interested in the Employee Plus One Program, please contact your campus benefit office.**

*NOTE: If two eligible persons in the same employer Group are married to each other, each person and/or their Eligible Dependents may not enroll under more than one membership unit. Also, if two eligible persons have a parent/child relationship and both are employed by the same employer Group, the parent and child may elect to enroll either as two employees, or the parent may enroll as an employee with dependent coverage.*

### Special Enrollment

**A special enrollment period of 60 days is allowed for newborns and**

**A special enrollment period of 31 days is allowed for:**

- enrollment of eligible persons due to marriage, adoption or placement for adoption;
- enrollment of eligible persons who declined coverage under this plan due to having had other group health plan or health insurance coverage at the time it was previously offered, and who have lost that other coverage due to:
  - exhaustion of COBRA continuation coverage;
  - a loss of eligibility, including loss due to death, divorce, legal separation, termination of employment or reduction in hours, or due to the plan no longer offering benefits to the class of individuals that includes the person (when the other coverage was not COBRA);

## ELIGIBILITY AND ENROLLMENT

- moving out of the service area of an HMO or other arrangement that only provides benefits to individuals who reside, live or work in the service area; or
- the employer ceasing to make contribution for the other coverage (when the other coverage was not COBRA).

**A special enrollment period of 60 days is allowed for:**

- enrollment of eligible persons who were covered under Medicaid or State Child Health Insurance Program (SCHIP), which has been terminated due to loss of eligibility; or
- enrollment of eligible persons who have become eligible for premium assistance for this Group health Plan coverage under Medicaid or SCHIP.

The Subscriber must enroll (or already be enrolled) in order to enroll his or her dependents in this Plan. In the case of a marriage, birth or adoption, a Subscriber who is eligible, but who has not previously enrolled, may enroll at this time with or without the newly Eligible Dependent. Likewise an eligible spouse and/or domestic partner or Adult Designee who has not previously enrolled, may enroll as a special enrollee with or without the new dependent child. Please contact your Human Resource Department for additional information.

**Late Enrollment/Open Enrollment**

A "late enrollee" is defined as a Subscriber or dependent who does not timely enroll, or does not enroll for coverage within the first period in which he or she is eligible to enroll. A person who enrolls for coverage during a "special enrollment period" is not considered a late enrollee. Late enrollment is only allowed during the Group's open enrollment period.

For additional information on the open enrollment period, please contact your Human Resource Department.

**Adding A Dependent**

Dependents may enroll if you, the eligible employee, are covered under the Plan. In order to add a dependent, he or she must meet the definition of an Eligible Dependent and you must be enrolled under a membership option that provides coverage for dependents. Please contact your Human Resource Department for enrollment information and instructions.

**Effective Date Of Coverage**

Provided that an appropriate membership option is in place and, if applicable, any additional premium is paid, the effective date of coverage will be as follows:

- **Marriage:** The effective date of coverage will be the first of the month following the marriage, provided the request for enrollment is made within 31 days of the marriage.
- **Newborn Children:** Coverage will begin at birth for your newborn child for a period of 31 days. To continue coverage, you must enroll the child within 60 days. If your spouse was not enrolled at the time of the child's birth, he or she may also enroll within 31-days, and the effective date will be the date of the child's birth.
- **Adopted Children:** Coverage for an adopted child will be effective on the earlier of the date the child is placed with you for adoption, or the date a court order grants custody to you. You must enroll the child within 31 days of the placement/custody order. If your spouse was not enrolled at the time of the adoption, he or she may also enroll within this 31-day period, and the effective date will be the date of the placement/adoption.
- **Loss of Other Coverage:** The effective date of coverage for persons enrolling as a special enrollee following a loss of other coverage will be no later than the first day of month following the loss of other coverage.

ELIGIBILITY AND ENROLLMENT

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**Qualified Medical Child Support Orders (QMCSO)**

A QMCSO is a court order that requires an employee to provide medical coverage for his or her children (called alternate recipients) in situations involving divorce, legal separation, or paternity disputes. The order may direct the Group health Plan to enroll the child(ren), and also creates a right for the alternate recipient to receive plan information, submit claims, and receive benefits for Services.

QMCSOs are specifically defined under the law, and are required to include certain information in order to be considered "qualified." A National Medical Support Notice received by the employer or plan from a state agency, regarding coverage for a child, will also be treated as a QMCSO. The Plan Administrator or its designee, will review the Order or Notice to determine whether it is qualified, and make a coverage determination. The Plan Administrator or its designee will notify affected employees and the alternate recipient(s) if a QMCSO is received.

You have the right to request a copy of the Plan's procedures governing QMCSO determinations from the Plan Administrator, at no charge.

**Active Employees Age 65 And Over**

Federal law affects the way employers provide coverage to eligible active employees and their spouses who are 65 and over. These active employees and their spouses ages 65 and over generally continue full coverage under the employer Group plan as their primary coverage, and Medicare (if elected) as secondary coverage. Under this law, if the employee elects Medicare as their primary carrier, the group plan may not pay as secondary coverage and will be terminated.

**Family Medical Leave Act (FMLA)**

The Family Medical Leave Act of 1993, as amended, requires that subject to certain limitations, most employers of 50 or more persons must offer continued coverage to eligible employees and their covered dependents, while the employee is on an approved FMLA leave of absence. In addition, an employee who has terminated his/her Group health coverage while on an approved FMLA leave is entitled to reenroll for Group health coverage upon return to work. Please check with your employer for details regarding your eligibility under FMLA.



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## CLAIM PROCEDURES

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### If You Receive Covered Services From An In-network Provider

Contracting Providers and many other Hospitals and Physicians will file the Claim to BCBSNE on your behalf. Out-of-state Contracting Providers will file a Claim with their local Blue Cross and Blue Shield plan for processing through the BlueCard Program. When BCBSNE receives a Claim from a Contracting Provider, payment will be made directly to the provider, unless otherwise provided by state or federal law. You are responsible for meeting any applicable Deductible and paying any applicable Copay and/or Coinsurance amounts. You may be asked to pay amounts that are your liability at the time of service, or the provider may bill you for those amounts.

### Filing A Claim

You must file your own Claim if your health care provider is not a Contracting Provider and does not file for you. You may obtain a Claim form by contacting BCBSNE's Member Services Department, or you can find a form on the website at [NebraskaBlue.com/Forms](http://NebraskaBlue.com/Forms).

All submitted Claims must include:

- correct BCBSNE ID number, including the alpha prefix;
- name of patient;
- the date and time of an accident or onset of an illness, and whether or not it occurred at work;
- diagnosis;
- an itemized statement of services, including the date of service, description and charge for the service;
- complete name, address and professional status (MD, RN, etc.) of the health care provider;
- prescription number and National Drug Code (NDC) number, if applicable;
- the name and identification number of other insurance, including Medicare; and
- the primary plan's explanation of benefits (EOB), if applicable.

Claims cannot be processed if they are incomplete, and may be denied for "lack of information" if required information is not received.

Claims should be filed by a Provider or Covered Person as soon as possible after the date of Service. Contracting Providers will file claims on the Covered Person's behalf; the Covered Person is responsible to provide their identification number in order for the claim to be filed. Claims that are not filed by a BCBSNE Contracting Provider in accordance with BCBSNE's timely filing requirement will become the Contracting Provider's liability.

A Covered Person is responsible to file a claim for Services provided by a non-contracting Provider if the provider does not submit on his or her behalf.

If a claim is not filed within 15 months of the date of service (except in the absence of legal capacity), benefits will not be allowed.

In Nebraska, Claim forms should be sent to:

Blue Cross and Blue Shield of Nebraska  
P.O. Box 3248  
Omaha, Nebraska 68180-0001

If health care Services are provided in a state other than Nebraska, Claims should be filed to the Blue Cross and Blue Shield plan servicing the area where the Services were received. If you need assistance in locating the plan, please contact BCBSNE's Member Services Department.

## CLAIM PROCEDURES

**Payment Of Benefits For Non-Contracting Provider Claims**

Payment will be made, at BCBSNE's option, to the Covered Person, to his or her estate, to the provider or as required by state or federal law. Benefits may also be paid to an alternate recipient or custodial parent, if pursuant to a QMCSO.

No assignment, whether made before or after Services are provided, of any amount payable according to this Group health Plan shall be recognized or accepted as binding upon BCBSNE, unless otherwise provided by state or federal law.

**Payment For Services That Are The Covered Person's Responsibility**

Under certain circumstances, if BCBSNE pays the provider amounts that are your responsibility, such as Copays, Deductibles, or Coinsurance, we may collect such amounts from you. You agree that BCBSNE has the right to collect such amounts from you.

**Right To Amend Provider Agreements Or Benefit Payment Procedures**

Agreements with health care providers may be changed or terminated, and benefit payments to In-network Providers may be altered. Benefit payments may be calculated on a charge basis, a Contracted Amount or similar charge, global fee basis, through a Preferred Provider Organization, or in any other manner agreed upon by BCBSNE or the On-site Plan and the provider. However, any payment method agreed upon will not affect the method of calculating the Deductible and Coinsurance.

**Claim Determinations**

A "Claim" may be classified as a "Preservice" or "Postservice."

**Preservice Claims** — In some cases, under the terms of the health Plan, the Covered Person is required to Preauthorize benefits in advance of a Service being provided, or benefits for the Service may be reduced or denied. This required request for a benefit is a "Preservice" Claim. Preservice Claim determinations that are not Urgent Care Claims will be made with 15 calendar days of receipt, unless an extension is needed to obtain necessary information. If an extension is needed, BCBSNE will provide notice to the Covered Person and/or his or her provider prior to the expiration of the initial 15-day period. If additional information is requested, the Covered Person or his or her provider may be given up to 45 calendar days from receipt of notice to submit the specified information. A Claim determination will be made within 15 days of receipt of the information, or the end of the extension period.

(See the section of this book titled "Preauthorization Requirements" for more information on Preauthorizing benefits.)

**Urgent Care** — If your Preservice Claim is one for Urgent Care, the determination will be made within 72 hours of receipt of the Claim, unless further information is needed. If additional information is necessary, the Covered Person or his or her provider will be given no less than 48 hours to provide the specified information. Notification of the decision will be provided not later than 48 hours after the earlier of: our receipt of the information, or the end of the period allowed to submit the information.

**Concurrent Care** — If you request to extend a course of treatment beyond the care previously approved and it involves urgent care, a decision will be made within 24 hours of the request, if you submitted the request at least 24 hours before the course of treatment expires. In all other cases, the request for an extension will be decided as appropriate for a Preservice and Postservice Claims.

**Postservice Claims** — A Postservice Claim is any Claim that is not a Preservice Claim. In most cases, a Postservice Claim is a request for benefits or reimbursement of expenses for medical care that has been provided to a Covered Person. The instructions for filing a Postservice Claim are outlined earlier in this section. Upon receipt of a completed Claim form, a Postservice Claim will be processed within 30 days, unless additional information is needed. If additional information is requested, the Covered Person may be given not less than 45 days to submit the necessary information. A Claim determination will be made within 15 days of receipt of the information, or the expiration of the 45-day extension period. You will receive an EOB when a Claim is processed which explains the manner in which your Claim was handled.

CLAIM PROCEDURES

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**Explanation Of Benefits**

Every time a Claim is processed for you, an Explanation of Benefits (EOB) form will be sent. The front page of the EOB provides you with a summary of the payment including:

- the patient's name and the Claim number;
- the name of the individual or institution that was paid for the Service;
- the total charge associated with the Claim;
- the covered amount;
- any amount previously processed by this Plan, Medicare or another insurance company;
- the amount(s) that you are responsible to pay the provider;
- the total Deductible and/or Coinsurance that you have accumulated to date; and
- other general messages.

A more detailed breakdown of the charges including provider discounts, amount paid and cost sharing amounts (e.g. noncovered charges, Deductible and Copays) are shown on the back of your EOB.

Also included on your EOB is information regarding your right to appeal a benefit determination, or request additional information.

Save your EOBs in the event that you need them for other insurance or for tax purposes.



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## APPEAL PROCEDURES

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BCBSNE has the discretionary authority to determine eligibility for benefits under the health Plan, and to construe and interpret the terms of the Plan, consistent with the terms of the Administrative Services Agreement.

You have the right to seek and obtain a review of "adverse benefit determinations" arising under this health Plan.

### **Appeal Procedure Definitions**

**Adverse Benefit Determination:** A determination by BCBSNE or its Utilization Review designee, of the denial, reduction, or termination of a benefit, or a failure to provide or make payment (in whole or in part) of a benefit. This includes any such determination that is based on:

- the application of Utilization Review;
- a determination that the Service is Investigative;
- a determination that the Service is not Medically Necessary or appropriate;
- an individual's eligibility for coverage or to participate in a plan;
- an unexpected ("surprise") balance bill from an Out-of-network Provider for emergency and certain non-emergency Services.

An Adverse Benefit Determination also includes any rescission of coverage, which is defined as a cancellation or discontinuance of coverage that has a retroactive effect, except if for failure to timely pay required premiums or contribution for coverage.

**Final Internal Adverse Benefit Determination:** An Adverse Benefit Determination that has been upheld by BCBSNE, or its Utilization Review designee, at the completion of the internal appeal process as described in this document.

**Preservice Claim(s):** Any Claim for a benefit under the Plan with respect to which the terms of the Contract require approval of the benefit in advance of obtaining medical care, and failure to do so will cause benefits to be denied or reduced.

**Postservice Claim(s):** Any Claim that is not a Preservice or Urgent Care Claim.

**Urgent Care Claim:** A Claim for medical care or treatment for which the application of the time periods for making non-urgent care determinations:

- could seriously jeopardize the life or health of the Covered Person or the ability of the Covered Person to regain maximum function; or
- in the opinion of a physician with knowledge of the claimant's medical condition, would subject the Covered Person to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Claim.

### **How To Appeal An Adverse Benefit Determination**

A Covered Person or a person acting on his/her behalf (the "claimant") is entitled to an opportunity to appeal initial or final Adverse Benefit Determinations.

## APPEAL PROCEDURES

**Internal Appeal**

A request for an internal appeal must be submitted within six (6) months of the date the Claim was processed, or Adverse Benefit Determination was made. The written request for an appeal should be submitted on the designated appeal request form included in adverse benefit determinations letters. The form can also be found a NebraskaBlue.com/Forms or contact the Member Services Department at the number found on the back of your I.D. card. The appeal should also include:

- the name of the person submitting the appeal and his/her relationship to the patient;
- the reason for the appeal;
- any information that might help resolve the issue;
- the date of service/Claim; and
- if possible, a copy of the Explanation of Benefits (EOB).

BCBSNE will provide the claimant a notice of receipt of the request within 3 days. The notice will include the name, address and telephone number of a person to contact regarding coordination of the review. The claimant does not have the right to be in attendance at the appeal review nor to have a representative in attendance but may submit additional information for consideration.

If the Adverse Benefit Determination was based on a medical judgment, including a Medical Necessity or Investigative determination, BCBSNE will consult with health care professionals with appropriate training and experience in the field of medicine involved in the medical judgment to make the appeal determination. The appeal determination will be made by individuals who were not involved in the original determination.

**Timing of Appeals Determinations**

The table below describes the timing for appeals:

APPEAL	NON-ERISA TIMING
<b>PRE-SERVICE (NON-URGENT)</b>	
<ul style="list-style-type: none"> <li>• Written notice of the appeal determination within</li> <li>• You must appeal the internal appeal (1<sup>st</sup> level appeal) and file an external appeal (2<sup>nd</sup> level appeal) within</li> </ul>	15 calendar days 4 months after receiving the 1 <sup>st</sup> level appeal decision
<b><i>NOTE: File second level appeals with the Nebraska Department of Insurance</i></b>	
<ul style="list-style-type: none"> <li>• Written notice of the external (2<sup>nd</sup> level) appeal decision will be provided within</li> </ul>	45 calendar days from the date the IRO receives the appeal
<b>POST-SERVICE</b>	
<ul style="list-style-type: none"> <li>• Written notice of the appeal determination will be provided to the claimant within</li> <li>• If additional time is needed and written notice is provided on or before the 15<sup>th</sup> day, the appeal determination will be provided to the claimant within</li> <li>• You must appeal the internal appeal (1<sup>st</sup> level appeal) and file an external appeal (2<sup>nd</sup> level appeal) within</li> </ul>	15 calendar days 30 calendar days 4 months after receiving the internal (1 <sup>st</sup> level) appeal decision
<b><i>NOTE: File second level appeals with the Nebraska Department of Insurance</i></b>	
<ul style="list-style-type: none"> <li>• Written notice of the external (2<sup>nd</sup> level) review decision will be provided within</li> </ul>	45 calendar days from the date the IRO receives the appeal
<b>EXPEDITED APPEAL (Urgent Care)</b>	
<ul style="list-style-type: none"> <li>• An expedited appeal will be reviewed, determined and notice provided to the claimant within</li> </ul>	72 hours after receipt

APPEAL PROCEDURES

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**Concurrent Care:** A request for an expedited appeal of a concurrent care denial must be made within 24 hours of the denial. If the appeal is requested within the 24 hour time period, coverage will continue for health care Services pending notification of the review decision, as may be required by law. The decision time frame will be the same as for other expedited appeals.

The decision made pursuant to this appeal will be considered a Final Adverse Benefit Determination.

*NOTE: When an adverse appeal determination involves medical judgment, upon receipt of a written request, the identity of the health care professionals who reviewed the appeal will be provided to the claimant.*

### **Rights To Documentation**

A claimant has the right to have access to, and request copies of, the documentation relevant to the Claim and Adverse Benefit Determination(s), including any new evidence or rationale considered or relied upon in connection with the Claim on review.

The claimant may submit additional comments, documents or records relating to the Claim for consideration during the appeal process.

### **External Review**

You can apply for an external review online through the Nebraska Department of Insurance (NDOI) website by going to [doi.nebraska.gov](http://doi.nebraska.gov) and selecting "Appeal a Denied Health Insurance Claim." This online application replaces the need to complete forms and submit them to the NDOI by mail or fax. Printable versions of external review forms are also available on the NDOI website or they can be mailed to you upon request by calling the NDOI at 877-564-7323 (toll-free in Nebraska) or 402-471-0888.

Upon receipt of the request, the NDOI will forward the request to BCBSNE to conduct a preliminary review to determine if it is complete and whether it is eligible for external review, consistent with applicable law. BCBSNE will conduct this review within five (5) business days of receipt, and notify the NDOI and the Covered Person of the outcome within one business day. If it is determined that the request is not complete, or is not eligible for external review, the claimant will be notified of the reason for ineligibility, or advised of the information needed to make the request complete. The NDOI may determine that the request is eligible notwithstanding BCBSNE's determination, consistent with state law.

If the external review request is eligible for review, the NDOI will assign an IRO to conduct the review and notify BCBSNE and the claimant of the assignment within one (1) business day. BCBSNE will forward all documentation and information used to make the initial Adverse or Final Internal Adverse Benefit Determination to the IRO within five (5) business days. If the claimant wishes to submit additional information to the IRO for consideration, they will be given the opportunity to do so. The IRO will provide BCBSNE with any information submitted by the claimant, to allow BCBSNE an opportunity to reconsider its original determination and information used to make the initial Adverse or Final Internal Adverse Benefit Determination to the IRO within 5 business days. If the claimant wishes to submit additional information to the IRO for consideration, they will be given the opportunity to do so. The IRO will provide BCBSNE with any information submitted by the claimant, to allow BCBSNE an opportunity to reconsider its original determination.

The IRO will complete its review and provide the claimant with written notification of its decision within 45 calendar days of receipt. No deference shall be given to the prior internal appeal determination made by BCBSNE.

APPEAL PROCEDURES

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**Expedited External Review:** An expedited External Review may be requested at the same time a claimant requests an expedited internal appeal of an Adverse Benefit Determination of an Urgent Care Claim if:

- the denial involves an Urgent Care Claim where the time-frame for completing an expedited internal appeal could seriously jeopardize the life or health of the Covered Person or the ability of the Covered Person to regain maximum function; or
- for non-ERISA Plans, the denial was based on a determination that the requested service or treatment is Investigative, if the Covered Person's treating physician certifies in writing that the service or treatment would be significantly less effective if not promptly initiated.

However, the claimant must first exhaust the internal appeal process unless otherwise waived by BCBSNE or as directed by the IRO, consistent with applicable law.

An expedited External Review may also be requested following a Final Internal Adverse Benefit Determination if:

- the Covered Person has a medical condition where the time frame for completion of a standard External Review would seriously jeopardize the life or health of the Covered Person, or would jeopardize his or her ability to regain maximum function; or
- the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay or health care Service for which the Covered Person has received emergency Services, but has not been discharged from the facility; or
- the Final Internal Adverse Benefit Determination is based on a determination that the requested service or treatment is Investigative, if the Covered Person's Treating Physician certifies in writing that the service or treatment would be significantly less effective if not promptly initiated.

The process for coordination of the expedited request between the NDOI and BCBSNE and the IRO will be done promptly upon receipt, by telephone, facsimile, or the most expeditious manner available. For both ERISA and non-ERISA Plans, the expedited external review decision will be made by the IRO within 72 hours after receipt of the request. If notification of the decision was not in writing, the IRO will provide the decision in writing within 48 hours after the notification.

The decision of the IRO is the final review decision and is binding on BCBSNE and the claimant, except to the extent that the claimant may have other remedies available under applicable federal or state law. Once an external review decision has been made, the Covered Person or his/her representative may not file a subsequent request for an external review involving the same initial or final Adverse Benefit Determination.

COORDINATION OF BENEFITS

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**When You Have Coverage Under More Than One Plan**

This Plan includes a Coordination of Benefits (COB) provision. COB provisions apply when a Covered Person has coverage under more than one health Plan. This provision establishes a uniform order in which the Plans pay their Claims, limits the duplication of benefits, and provides for transfer of information between the Plans.

The order of benefit determination rules described in this section determine which Plan will pay as the primary Plan without regard to any benefits that might be payable by another Plan.

**Definitions**

For the purpose of this section, the terms are defined as:

**Allowable Expense:** A health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a Covered Person is not an Allowable Expense.

The amount of any benefit reduction by the Primary Plan because a Covered Person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical options, Preauthorization of admissions, and preferred provider arrangements.

**Closed Panel Plan:** A Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are 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:** The parent awarded custody by a court decree or, in the absence of a court decree, the parent with whom the child resides more than one half of the calendar year excluding temporary visitation.

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

- a. Plan includes: group and nongroup insurance contracts and subscriber contracts, health maintenance organization (HMO) contracts, Closed Panel Plans; other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits coverage in motor vehicle "no-fault" and traditional "fault" type contracts; group and nongroup insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care; and Medicare or any other federal governmental Plan, as permitted by law.
- b. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage other than the medical benefits coverage in motor vehicle "no fault" and traditional "fault" contracts; uninsured or underinsured coverage under a motor vehicle policy; specified disease or specified accident coverage; limited benefit health coverage, as defined in state law; school accident coverage; disability income insurance; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; and coverage under other federal governmental Plans, unless permitted by law.

Each contract for coverage under a. or b. is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

**Primary Plan:** The Plan that will determine payment for its benefits first before those of any other Plan without considering any other Plan's benefits.

**Secondary Plan:** The Plan that will determine its benefits after those of another Plan and may reduce the benefits so that all Plan benefits do not exceed 100% of the total Allowable Expense. The Secondary Plan will not pay more than the Primary Plan's contracted reimbursement rate.

COORDINATION OF BENEFITS

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**This Plan:** The part of the contract providing health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

### Order Of Benefit Determination Rules

1. The Primary Plan pays or provides its benefits according to its terms or coverage and without regard to the benefits under any other Plan.
2. A Plan that does not contain a coordination of benefits provision that is consistent with this Part is always primary unless the provisions of both Plans stated that the complying Plan is primary.
3. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
4. For COB provisions related specifically to telehealth and telemedicine Services, please see the Physician Services Telehealth section.
5. Each Plan determines its order of benefits using the first of the following rules that apply:
  - **Subscriber And Dependent** — The Plan that covers the person as other than a dependent, such as a subscriber/policyholder/employee is the Primary Plan and the Plan that covers the person as a dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent and primary to the Plan covering the person as a subscriber, then the order of benefits between the two Plans is reversed so that the Plan covering the person as a subscriber is the Secondary Plan and the other Plan is the Primary Plan.
  - **Dependent Child Covered Under More Than One Plan** — Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
    - For a dependent child whose parents are married or are living together, whether or not they have ever been married, the Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan. If both parents have the same birthday, the Plan that has covered the parents the longest is the Primary Plan (birthday rule).
    - For a dependent child whose parents are divorced, separated or not living together, whether or not they have ever been married, if a court decree states that one of the parents is responsible for the child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, the Plan of that parent's spouse is primary. This rule applies to Plan years beginning after the Plan is given notice of the court decree.
    - If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the order of benefits shall be determined by the "birthday rule" stated above.
    - If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the order of benefits shall be determined by the "birthday rule" stated above.
    - If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
      - the Plan covering the custodial parent;
      - the Plan covering the spouse of the custodial parent;
      - the Plan covering the non-custodial parent; and then
      - the Plan covering the spouse of the non-custodial parent.

## COORDINATION OF BENEFITS

- For a dependent child covered under more than one Plan of individuals who are not parents of the child, the above provisions shall apply as if those individuals were the parents.
- For an Eligible Dependent child covered under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the rule below for "Longer or Shorter Length of Coverage" applies. In the event the Eligible Dependent child's coverage under the spouse's plan began on the same date as his or her coverage under the parents' plan(s), the order of benefits shall be determined by applying the "birthday rule" above, to the child's parent(s) and to his or her spouse.
- **Active Employee, Retired or Laid-Off Employee** — The Plan that covers a person as an active employee, that is, an employee who is neither retired nor laid off, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the first rule (Subscriber and Dependent) can determine the order of benefits.
- **COBRA or State Continuation Coverage** — If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as a subscriber/member/employee/retiree or covering the person as a dependent of a subscriber/member/employee/retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the first rule (Subscriber and Dependent) can determine the order of benefits.
- **Longer or Shorter Length Of Coverage** — The Plan that has covered the person longer is the Primary Plan and the Plan that has covered the person the shorter period of time is the Secondary Plan. The start of a new Plan does not include a change in the amount or scope of a Plan's benefits; a change in the entity that pays, provides or administers the Plan's benefits; or a change from one type of Plan to another, such as from a single employer Plan to a multiple employer Plan.

**If the above rules do not determine the order of benefits,** the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the Primary Plan.

### **Administration Of Coordination Of Benefits**

The order of benefit determination rules govern the order in which each Plan will pay a Claim for benefits. The Plan that pays first is called the Primary Plan. The Plan that pays after the Primary Plan is called the Secondary Plan.

If This Plan is the Primary Plan, there shall be no reduction of benefits. Benefits will be paid without regard to the benefits of any other Plan.

If This Plan is the Secondary Plan, it may reduce its benefits so that the total benefits paid or provided by all Plans for any Claim are not more than the total Allowable Expenses. In determining the amount to be paid for any Claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the Claim do not exceed the total Allowable Expense for that Claim. In addition, the Secondary Plan shall credit to its Plan Deductible any amounts it would have credited to its Deductible in the absence of other health coverage. Also, if the Primary Plan is medical payments coverage under a motor vehicle policy, the Secondary Plan shall credit payments from the motor vehicle insurance policy to Deductibles, Copayments and Coinsurance after discounts under the health plan.

COORDINATION OF BENEFITS

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**Miscellaneous Provisions**

If these COB rules do not specifically address a particular situation, BCBSNE may, at its discretion, rely on the National Association of Insurance Commissioners Coordination of Benefits Model Regulation as an interpretive guide.

To properly administer these COB rules, certain facts are needed. This Plan may obtain or release information to any insurance company, organization or person. BCBSNE need not notify, or obtain the consent of any person to do so. Any person who claims benefits under This Plan agrees to furnish the information that may be necessary to apply COB rules and determine benefits.

If another Plan pays benefits that should have been paid under This Plan, this Plan may reimburse the other Plan amounts determined to be necessary. Amounts paid to other Plans in this manner will be considered benefits paid under This Plan and This Plan is released from liability for any such amounts.

If the amount of the benefits paid by This Plan exceeds the amount it should have paid, This Plan has the right to recover any excess from any other insurer, any other organization, or any person to or for whom such amounts were paid, including Covered Persons under This Plan.



## WHEN COVERAGE ENDS

### Termination Of Coverage

Coverage under your Group health Plan will terminate for you and/or your dependents on the earliest of the following dates:

- the date the entire Contract is terminated;
- the last day of the month in which your employment terminates;
- the last day of the month in which you cease to be eligible under the health plan; or a dependent ceases to be an Eligible Dependent;
- the last day of the month in which BCBSNE receives a request from you or the employer to terminate coverage for you or a dependent, or the date requested in the notice, if later;
- the last date for which premium is paid; or
- another date as specified by your employer.

You and/or your Eligible Dependents may be eligible to continue coverage under the Group health plan as detailed in this section.

### Leave of Absence

If You are temporarily absent from work due to an approved leave of absence for medical or other reasons, Your coverage under this Plan will continue during that leave for up to two years, provided the applicable Employee contribution is paid when due.

### Continuation Of Coverage For Children To Age 30

You may elect to continue coverage to age 30 for a dependent who would otherwise lose coverage when he or she meets the plan's limiting age provided that the child was covered as an Eligible Dependent at the time such coverage would have terminated.

In order to elect continuation coverage, you must request an election form from BCBSNE. The completed form must be returned no sooner than 31 days prior to or no later than 31 days after the date on which the child would otherwise lose coverage. You should also notify your employer of your decision to continue coverage for your child.

### Payment For Continuation Coverage

The premium for continuation coverage will be equal to the full, unsubsidized single adult premium. You are responsible for paying the full premium each month. The first month's premium must be paid to the Group through which your coverage is provided no later than 31 days after the date the child's coverage would have terminated.

### Termination of Continuation Coverage

Continuation coverage will terminate if:

- we do not receive the monthly payment on a timely basis;
- you request coverage to be terminated;
- your coverage with Blue Cross and Blue Shield of Nebraska terminates;
- the covered child:
  - marries;
  - is no longer a resident of Nebraska;
  - receives coverage under another health benefit plan or self-funded employee benefit plan; or
  - attains age 30.

Continuation coverage will terminate at the end of the month in which any event listed above occurs. Coverage may not be reinstated once it has been terminated.

## WHEN COVERAGE ENDS

**Continuation Of Coverage Under The Federal Continuation Law (COBRA)**

If you terminate your employment, or if a dependent loses coverage due to certain "Qualifying Events," continued coverage under the Group health Plan may be available. Payment for continued coverage under the federal continuation law is at the employee's or dependent's own expense. Please contact your employer for details regarding eligibility.

**What Is The Federal Continuation Law?**

The Consolidated Omnibus Budget Reconciliation Act (COBRA), is a federal law which provides that a Covered Person who would lose coverage due to the occurrence of a "Qualifying Event," may elect to continue coverage under the Group health Plan. A person who is eligible to continue coverage is called a "Qualified Beneficiary." A Qualified Beneficiary also includes a child born to, or placed for adoption with the Covered Person during the period of COBRA coverage. Please share the information found in this section with your Eligible Dependents.

**Termination Of Employment Or Reduction In Hours** — COBRA provides that if you should lose eligibility for coverage due to:

- voluntary or involuntary termination of employment (other than for gross misconduct);
- a lay-off for economic reasons; or
- a reduction in work hours.

You and your covered dependents may be able to continue the Group coverage at your own expense for up to 18 months. Your employer is required to notify the Plan Administrator within 30 days of the loss of coverage. The Plan Administrator will send the Qualified Beneficiaries a COBRA notification within 14 days after receiving notice from the employer. If the employer and Plan Administrator are the same entity, the COBRA notification will be sent within 44 days of the date of the loss of coverage.

**Disability** — If a Qualified Beneficiary is determined by the Social Security Administration to have been disabled any time during the first 60 days of COBRA continuation coverage, the COBRA coverage period for the disabled individual and his or her related beneficiaries may be extended to 29 months instead of 18 months when loss of coverage is due to termination or reduction in hours of employment. You must provide written notice of the disability determination to the plan within 18 months of becoming eligible for COBRA and no later than 60 days after the date of the Social Security Administration's determination.

If the Social Security Administration determines that you or the dependent are no longer disabled, the extended continuation of coverage period (19th through 29th month) will be terminated the month that begins more than 30 days after the determination. You must notify the plan within 30 days of a determination that an individual is no longer disabled.

**Change In Dependent Status, Divorce/Separation Or Medicare Entitlement** — COBRA requires that continued coverage under the Group health Plan be offered to your covered spouse and eligible children if they would otherwise lose coverage as a result of:

- divorce or legal separation;
- a child losing dependent status; or
- the employee becoming entitled to Medicare.

When one of these circumstances occur, you or the dependent are obligated to notify the employer or Plan Administrator within 60 days. Failure to provide timely and proper notice may result in the loss of the right to COBRA.

After receiving a timely notice of such an event and eligibility has been determined, your employer or the Plan Administrator will send the Qualified Beneficiaries an election form and the information needed to apply for coverage, if eligible, within 14 days of the date the notice is received. Coverage may be continued at the individual's expense for up to 36 months.

## WHEN COVERAGE ENDS

**Your Death** — If you should die while you are covered under this Group health Plan, continued coverage is available to your spouse and Eligible Dependents.

COBRA provides that subject to certain limitations, your surviving spouse and children may continue the Group health coverage at their own expense for up to 36 months. Federal law requires your employer to send the surviving family members instructions as to how to apply for continued coverage if they are eligible.

**Special Provisions** — If an employer files Chapter 11 bankruptcy, special provisions regarding COBRA continuation coverage may apply for a retiree or deceased retiree's surviving spouse and dependent children. Please check with your employer for details.

### **Electing COBRA Coverage**

Qualified beneficiaries will be sent a written notice of the right to continue health coverage and an election form(s).

*REMINDER: In the case of a divorce or legal separation, or if a child loses dependent status, you must notify your employer or Plan Administrator of this Qualifying Event within 60 days. Failure to provide timely and proper notice may result in the loss of the right to COBRA coverage.*

Qualified Beneficiaries must complete and return the COBRA election form in order to continue coverage. The notice will include instructions for completing and returning the form. The election form must be received by the later of:

- 60 days after the day health coverage would otherwise end; or
- 60 days after the notice is sent to you by the employer or Plan Administrator.

COBRA continuation coverage may only begin on the day after coverage under the Group health Plan would otherwise end. The required premium, including any retroactive premium, must be paid from the day coverage would have otherwise ended. The premium must be paid within 45 days after the day continued coverage is elected. Succeeding premiums must be paid monthly within 30 days of the premium due date. The COBRA notice and election form will inform you or your dependents of the monthly premium amount, and to whom such premium should be paid.

**Second Qualifying Event** — In the event your family experiences another Qualifying Event while receiving an 18-month period of COBRA coverage (or the extended 29-month period), your covered spouse and dependents are eligible to extend the original COBRA coverage period to a maximum of 36 months if notice of the second event is properly given to the employer or Plan Administrator. This extension may be available to the spouse and children receiving continuation coverage if: a) you die; b) you become entitled to Medicare; c) you get divorced or legally separated; or d) the dependent child is no longer eligible as a dependent, but only if the second event would have caused the spouse or child to lose coverage under the plan had the first Qualifying Event not occurred. In all of these cases, you or the dependent must notify the employer or Plan Administrator within 60 days of the second Qualifying Event.

**Termination Of COBRA Coverage** — A Qualified Beneficiary's COBRA continuation coverage will end at midnight on the earliest of:

- the day your employer ceases to provide any Group health Plan to any employee;
- the day the premium is due and unpaid;
- the day the individual first becomes covered under any other group health plan (after the COBRA election);
- the day the individual again becomes covered as an employee or dependent under this Plan;
- the day an insured person becomes entitled to benefits under Medicare (after COBRA election); or
- the day health insurance has been continued for the maximum period of time allowed (18, 29 or 36 months).

*NOTE: In the event more than one continuous provision applies, the periods of continued coverage may run concurrently, but never for more than 36 months.*

WHEN COVERAGE ENDS

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**Uniformed Services Employment And Reemployment Rights (Military Leave)**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) requires that continued coverage under an employer Group health Plan be offered to an employee and covered dependents if coverage would otherwise be lost due to a military leave.

**Continuation Of Group Health Coverage**

If coverage under your employee Group health Plan ends because of service in the uniformed services, you may elect to continue health coverage for yourself and your covered dependents, until the earlier of:

- 24 consecutive months from the date active duty began; or
- the day after the date on which You fail to apply for, or return to employment, in accordance with USERRA.

You are responsible for payment of the required premium to continue coverage. If the leave for military service is less than 31 days, your required premium is the standard employee share of the applicable premium; for a leave in excess of 30 days, the required premium shall be no more than 102% of the total premium applicable for your membership option. Your employer will inform you of the amount and procedure for payment of premiums.

A Covered Person's continued coverage under these USERRA provisions will end at midnight on the earliest of:

- the day the employer ceases to provide any Group health Plan for its employees;
- the day premium is due and unpaid;
- the day a Covered Person again becomes covered under this Plan;
- the day coverage has been continued for the period of time stated above.

**Reemployment**

Following service in the uniformed services, an employee may be eligible to apply for reemployment with the employer in accordance with USERRA. Such reemployment includes the right to reenroll for Group health coverage provided by the employer, with no new waiting periods imposed.

Please contact your employer for further information regarding your rights under USERRA.



## GENERAL LEGAL PROVISIONS

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### **Benefit Plan Document**

This SPD provides an overview of your benefits. It is not intended to be a complete description of every detail of the Group health Plan. All coverage and benefit determinations are governed by the Benefit Plan Document, which consists of the Administrative Services Agreement, this SPD, and other documents entered into between the Group and BCBSNE.

### **Fraud Or Misrepresentation**

A Covered Person's coverage may be canceled or rescinded for fraud or intentional misrepresentation of material fact about a claim or eligibility for this coverage.

If coverage is rescinded, the amount of premium paid will be reduced by any benefits that were paid, and will be refunded. If benefits paid exceed the premium received, BCBSNE may recover the difference.

### **Contracting Providers**

BCBSNE does not engage in the practice of medicine and all Contracting Providers provide Services under the terms of the Plan as independent practitioners of the healing arts. Such providers are not employees or agents of BCBSNE or the On-site Plan, and BCBSNE will not be liable for any act, error, or neglect of any Hospital, Physician or other provider or their agent, employee, successor or assignee.

### **Subrogation**

Subrogation is the right to recover benefits paid for Covered Services provided as the result of Injury or Illness which was caused by another person or organization. When benefits are paid under the Group health Plan, the Plan shall be subrogated to all of the Covered Person's right of recovery against any person or organization to the extent of the benefits paid. The Subscriber, the Covered Person or the person who has the right to recover for a Covered Person (usually a parent or spouse), agrees to make reimbursement to the Plan if payment is received from any source.

Subrogation does not apply to medical payments made under the medical payments coverage of the Covered Person's own individual automobile policy (Coordination of Benefits is applicable to those payments). In addition, subrogation does not apply to payments made under the under insured or uninsured provisions of the Covered Person's own automobile policy.

This subrogation shall be a first priority lien on the full or partial proceeds of any settlement, judgment, or other payment recovered by or on behalf of the Covered Person, whether or not there has been full compensation for all his or her losses, or as provided by applicable law. The Plan's rights shall not be defeated by allocating the proceeds in whole or in part to nonmedical damages.

### **Contractual Right To Reimbursement**

If a Covered Person receives full or partial proceeds from any other source for Covered Services for an Illness or Injury, the Group health Plan has a contractual right of reimbursement to the extent benefits were paid under the Plan for the same Illness or Injury. This contractual right to reimbursement shall be a first priority lien against any proceeds recovered by the Covered Person, whether or not the Covered Person has been fully compensated for all his or her losses, or as provided by applicable law.

Such proceeds may include, but are not limited to, any settlement; judgment; payments made under insurance; individual or group no fault auto insurance; individual or group medical payment coverage; bodily injury coverage; uninsured or under insured motorist protection; or proceeds otherwise paid by any source. This contractual right to reimbursement is in addition to and separate from the subrogation right. The Group health Plan's rights shall not be defeated by allocating the proceeds in whole or in part to nonmedical damages.

## GENERAL LEGAL PROVISIONS

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When BCBSNE recovers proceeds under this contractual right to reimbursement for all or a part of the Claim, amounts previously credited to a Covered Person's Deductible or Coinsurance liability may be removed. Future Claims will be subject to the reinstated Deductible or Coinsurance.

No adult Subscriber may assign any rights to recover medical expenses from any third party to any minor or other dependent of the adult Subscriber or to any other person, without the express written consent of Group health Plan. The right to recover, whether by subrogation or reimbursement, shall apply to settlements or recoveries of deceased persons, minor dependents of a Subscriber, incompetent or disabled Subscribers, or their incompetent or disabled Eligible Dependents.

The Subscriber agrees to fully cooperate and assist in any way necessary to recover such payments, including but not limited to notifying BCBSNE of a claim or lawsuit filed on his or her behalf, or on behalf of any Eligible Dependent for an Injury or Illness. The Subscriber, Eligible Dependent or an authorized representative shall contact BCBSNE prior to settling any claim or lawsuit to obtain an updated itemization of its subrogation Claim or reimbursement amount due. Upon receiving any proceeds, the Subscriber, Eligible Dependent or an authorized representative must hold such proceeds in trust until such time as the proceeds can be transferred to the Group health Plan. The party holding the funds that rightfully belong to the Group health Plan shall not interrupt or prejudice the Plan's recovery of such payments.

Costs incurred in enforcing these provisions shall also be recovered, including, but not limited to, attorneys' fees, litigation and court costs, and other expenses.

### **Workers' Compensation**

Benefits are not available for Services provided for Injuries or Illnesses arising out of and in the course of employment, whether or not the Covered Person fails to assert or waives his or her right to Workers' Compensation or Employer Liability Law. The employer is required to furnish or pay for such Services or a settlement can be made, pursuant to Workers' Compensation laws. (See also the section of this book titled "Exclusions — What's Not Covered.")

If a Covered Person enters into a lump-sum settlement which include compensation for past or future medical expenses for an Injury or Illness, payment will not be made under the Group health plan for Services related to that Injury or Illness.

Benefits are not payable for services determined to be not compensable due to noncompliance with terms, rules and conditions under Workers' Compensation laws, or a Certified or otherwise Licensed Workers' Compensation Managed Care Plan. In addition, benefits are not payable for Services that are related to the work Injury or Illness, but are determined to be not necessary or reasonable by the employer or Workers' Compensation carrier.

In certain instances, benefits for such Services are paid in error under the Group health Plan. If payment is received by the Covered Person for such Services, reimbursement must be made. This reimbursement may be refunded from any recovery made from the employer, or the employer's Workers' Compensation carrier, as permitted by law. Reimbursement must be made directly by the Subscriber when benefits are paid in error due to his or her failure to comply with the terms, rules and conditions of Workers' compensation laws, or a Certified or Licensed Workers' Compensation Managed Care Plan.

### **Legal Actions**

The Subscriber cannot bring a legal action to recover under the Contract for at least 60 days after written proof of loss is given to BCBSNE. The Subscriber cannot start a legal action after three years from the date written proof of loss is required.



## DEFINITIONS

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**ACA:** The Patient Protection and Affordable Care Act and implementing regulations and sub-regulatory guidance.

**Advanced Diagnostic Imaging:** Highly developed technologies that use computerized imaging or radio isotropic enhancements to play a decisive role in diagnostics, such as computerized tomography (CT) scans, magnetic resonance imaging (MRI), magnetic resonance angiography (MRA), MRI of the breast, magnetic resonance spectroscopy (MRS), functional brain MRI (fMRI), positron emission tomography (PET) scans, single photon emission computed tomography (SPECT) scans and other nuclear medicines.

**Administrative Services Agreement (ASA):** The agreement entered into between the Group and BCBSNE for administration of the Group's self-insured, or partially self-insured, health care programs for eligible employees.

**Adult Designee:** A person of the same or opposite gender of the Subscriber, who meets the eligibility criteria below, as determined by the University of Nebraska:

- has resided in the same residence as the Subscriber for at least the past 12 months and intends to remain so indefinitely;
- is at least 19 years old;
- is directly dependent upon, or interdependent with, the employee, sharing a common financial obligation that can be documented in a manner prescribed by the University of Nebraska;
- is not currently married to or legally separated from another individual either under statutory or common law;
- is not related to the Subscriber as a parent, step-parent, a collateral descendent of a parent or step-parent (i.e. sibling, niece or nephew), a grandparent, step-grandparent, or a grandparent's or step-grandparent's descendant (i.e. aunt, uncle or cousin);
- is not a renter, boarder, tenant or employee of the Subscriber;
- has not been hired or is not directly supervised by the Subscriber in an employment settling; or may not be transferred, suspended, laid off, recalled, promoted, discharged, assigned, rewarded or disciplined as an employee by the Subscriber; or the Subscriber has no responsibility to direct the Adult Designee or to adjust the Adult Designee's grievances or effectively to recommend such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment;
- is not a child of the Subscriber or a descendent of a Subscriber's child.

In addition, the Subscriber and the Adult designee must possess and provide the University of Nebraska either a copy of the Internal Revenue Services (IRS) form listing the Adult Designee as a dependent, or at least three of the following documents:

- joint ownership of a residence or other significant property (home, condo, mobile home, care) or joint tenancy on a resident lease identifying both the Subscriber and the Adult Designee as tenants;
- life insurance policy or retirement benefit account of the Subscriber or the Adult Designee naming the other as primary beneficiary;
- will of the Subscriber or Adult Designee designating the other as primary beneficiary, executor or personal representative;
- durable power of attorney for purposes of health care or financial management providing that the Subscriber and Adult Designee have granted powers to one another;
- joint bank or credit account;
- joint liability of debt (for example, credit cards or car loans);
- other evidence of joint ownership of a major asset.

If there is any change in status regarding the Adult Designee of the Adult Designee's dependent children, the Subscriber is responsible for notifying the University of Nebraska within 31 days of the change. Coverage will be terminated for the Adult Designee and his/her dependent children when an Adult Designee no longer meets the eligibility criteria listed above. Unless otherwise stated, an Adult Designee and his/her dependent children will not be offered an independent right to continuation of benefits through COBRA if these individuals lose coverage under this Plan for any reason; although the Subscriber may elect to continue coverage through COBRA for the Subscriber, the Adult Designee and his/her dependent children if the Subscriber becomes eligible for COBRA continuation coverage.

DEFINITIONS

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**Aggregate Deductible and/or Out-of-pocket Limit:** The term Aggregate is used to describe a manner in which the Deductible and Out-of-pocket Limit are accumulated under a multi-person Membership Unit. Aggregate Deductible means the entire family amount must be met before benefits are available to any family member (for Services subject to the Deductible). Aggregate Out-of-pocket Limit means the entire family amount must be met before cost-sharing is no longer applicable. Family members may combine their Covered Expenses to satisfy the family amounts.

**Ambulance Services:** Any privately or publicly owned motor vehicle or aircraft that is especially designed, constructed or modified, and equipped and is intended to be used and is maintained or operated for the overland or air transportation of patients upon the streets, roads, highways, airspace or public ways or any other motor vehicles or aircraft used for such purposes.

**Allowable Charge:** An amount used by BCBSNE to calculate payment for Covered Services. This amount will be based on either the Contracted Amount for In-network Providers or the Out-of-network Allowance for Out-of-network Providers.

**Ambulatory Surgical Facility:** A Certified facility that provides surgical treatment to patients not requiring inpatient hospitalization. Such facility must be Licensed as a health clinic as defined by state statutes, but shall not include the offices of private Physicians or dentists whether for individual or group practice.

**Approved Clinical Trial:** A phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition and is one of the following:

- A federally funded or approved trial.
- A clinical trial conducted under an FDA investigational new drug application.
- A drug trial that is exempt from the requirement of an FDA investigational new drug application.

Routine patient costs for purposes of an Approved Clinical Trial shall mean Covered Services:

- for which benefits are payable absent a clinical trial;
- required solely for providing the experimental or investigative Services or monitoring its effect, or preventing complications; and
- needed for reasonable and necessary care arising from the provision of an experimental or Investigative Services.

**Approved Provider:** A Licensed practitioner of the healing arts who provides Covered Services within the scope of his or her License or a Licensed or Certified facility or other health care provider, payable according to the terms of the Plan, Nebraska law or pursuant to the direction of BCBSNE.

**Auxiliary Provider:** A Certified social worker, psychiatric registered nurse, Certified alcohol and drug abuse counselor or other Approved Provider who is performing Services within his or her scope of practice and who is supervised, and billed for, by a qualified Physician, Licensed Psychiatrist or Licensed Psychologist, or as otherwise permitted by state law. Certified master social workers or Certified professional counselors performing mental health Services who are not Licensed Mental Health Practitioners are included in this definition.

**Benefit Plan Document:** The agreement between BCBSNE and the Group which includes the Administrative Services Agreement and any attachments or addenda, this Summary Plan Description, and the individual enrollment information of Subscribers and their Eligible Dependents.

**Benefit Year:** A consecutive period of time, specified by your employer/plan sponsor, in which benefits are accumulated toward the Deductible, Out-of-pocket Limit and any applicable benefit maximums or limits. Your Benefit Year may be a calendar year or other 12 month period, as shown on your Schedule of Benefits Summary.

## DEFINITIONS

**BlueCard® Program:** This Blue Cross Blue Shield Association (BCBSA) program is a collection of policies, provisions and guidelines that enables BCBSNE to process Claims incurred by Covered Persons residing or traveling outside its Service Area by utilizing the discounts negotiated by the On-site plan and its Contracting Providers.

**Certification:** Successful voluntary compliance with certain prerequisite qualifications specified by regulatory entities. Agencies and programs may be deemed to be in compliance when they are accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the Commission on the Accreditation of Rehabilitation Facilities (CARF), American Association for Ambulatory Health Care (AAAHC), American Association for Accreditation of Ambulatory Plastic Surgery Facilities (AAAAPS), Medicare or as otherwise provided in the Plan provisions or state law.

**Claim:** A request for benefits under this Plan.

**Cognitive Training:** A rehabilitative intervention aimed at retraining or facilitating the recovery of mental and information processing skills including perception, problem-solving, memory storage and retrieval, language organization and expression.

**Coinsurance:** The percentage amount the Covered Person must pay for Covered Services.

**Congenital Abnormality:** A condition existing at birth which is outside the broad range of normal, such as cleft palate, birthmarks, webbed fingers or toes. Normal variations in size and shape of the organ such as protruding ears are not considered a Congenital Abnormality.

**Contracted Amount:** The Allowable Charge agreed to by BCBSNE or a Host Blue plan and Contracting Providers, for Covered Services received by a Covered Person.

**Contracting Provider:** An In-network Provider or a BlueCard Program Preferred or Participating Provider.

**Convenient Care/Retail Clinic:** A medical clinic located in a retail location such as a grocery or drug store, where a provider offers treatment of minor medical conditions, immunizations and physicals without an appointment.

**Copayment (Copay):** A fixed dollar amount of the Allowable Charge, payable by the Covered Person for a Covered Service, as indicated in the Schedule of Benefits Summary. Copayments are separate from and do not accumulate to the Deductible.

**Cosmetic:** Any Services provided to improve or change the patient's physical appearance or characteristics, from which no significant improvement in physiologic function can be expected, regardless of emotional or psychological factors.

**Covered Person:** Any person entitled to benefits for Covered Services pursuant to the Benefit Plan Document administered by BCBSNE.

**Covered Services:** Hospital, medical or surgical procedures, treatments, drugs, supplies, Durable Medical Equipment, rehabilitative Services or other health, mental health or dental care, including any single Service or combination of Services, for which benefits are payable under the Benefit Plan Document, while the ASA is in effect.

**Creditable Coverage:** Coverage of the individual under any of the following: (a) a group health plan, as defined by HIPAA; (b) health insurance coverage consisting of medical care offered by a health insurance issuer in the group or individual market; (c) Part A or Part B of Medicare; (d) Medicaid, other than coverage consisting solely of benefits under section 1928 (for pediatric immunizations); (e) Title 10 U.S.C. Chapter 55 (medical and dental care of the uniformed services); (f) a medical care program of the Indian Health Service or a tribal organization; (g) a State health benefits risk pool; (h) the Federal Employees Health Benefits Program; (i) a public health plan, which means a plan providing health coverage that is established by a State, the U.S. government, or a foreign country, or a political subdivision thereof; (j) a health plan of the Peace Corps, or (k) a State Children's Health Insurance Program (SCHIP).

## DEFINITIONS

Creditable Coverage does not include coverage described in HIPAA as "excepted benefits," including: coverage only for accidents; disability income coverage; liability insurance, including general liability and automobile liability and any supplement thereto; credit only insurance; or coverage for on-site medical clinics.

Other excepted benefits include: limited scope dental or vision coverage or long term care coverage; non coordinated coverages offered separately, such as specified disease or illness policies, hospital or other fixed indemnity insurance; and supplemental benefits such as Medicare Supplemental health insurance, TRICARE supplemental programs or other similar supplemental coverage.

**Custodial Care:** The level of care that consists primarily of assisting with the activities of daily living such as bathing, continence, dressing, transferring and eating. The purpose of such care is to maintain and support the existing level of care and preserve health from further decline.

Custodial Care includes:

- care given to a Covered Person who:
  - is intellectually or physically disabled; and
  - needs a protected, monitored or controlled environment or assistance to support the basics of daily living, in an institution or at home; and
  - may be ventilator dependent or require routine catheter maintenance;
- health-related Services that are provided for the primary purpose of meeting the personal needs of the Covered Person or maintaining a level of function (even if the specific Services are considered to be skilled Services), as opposed to improving that function to an extent that might allow for a more independent existence; and
- Services that do not require continued administration by trained medical personnel in order to be delivered safely and effectively, such as recording pulse, temperature, and respiration; supervising medications that can usually be self-administered; or administration and monitoring of feeding systems.

**Deductible:** An amount of Allowable Charges that must be paid by the Covered Person each Benefit Year before benefits are payable by the Plan.

**Durable Medical Equipment:** Equipment and supplies which treat an Illness or Injury, to improve the functioning of a particular body part, or to prevent further deterioration of the patient's medical condition. Such equipment and supplies must be designed and used primarily to treat conditions that are medical in nature, and be able to withstand repeated use. Durable Medical Equipment includes such items as prosthetic devices, orthopedic braces, crutches and wheelchairs. It does not include sporting or athletic equipment or items purchased for the convenience of the family. This term also includes items commonly referred to as home medical equipment.

**Eligibility Waiting Period:** Applicable to new Subscribers only, the period between the first day of employment and the first date of coverage under the Plan. This period may include the probationary period required by the Plan. This period will not exceed 90 days.

**Eligible Dependent:** An individual who qualifies as a Dependent of an Employee under Code Section 152 and who is the Employee's Adult Designee, the Employee's Adult Designee Dependent Child, or the Employee's Dependent Child. However, the definition of Dependent is modified to conform with the underlying Code section for the qualified benefit. For example, for purposes of a benefit under Code Section 105, except as otherwise provided, a Dependent is a Dependent as defined under Code Section 152, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B), and any Child (as defined in Code Section 152(f)(1)) of the Employee who has not attained the limiting age of 26.

- The spouse and/or domestic partner of the Subscriber unless the marriage or domestic partnership has been ended by a legal, effective decree of dissolution, divorce or separation;
- An Adult Designee, as defined, and any Adult Designee's dependent children, as described below;

## DEFINITIONS

- Children to age 26. "Children" means:
  - natural-born and legally adopted children of the Subscriber or Adult Designee;
  - stepchildren of the Subscriber;
  - grandchildren, due to court order that require coverage, who live with and are chiefly dependent upon the Subscriber/Adult Designee for support and maintenance and for whom the Subscriber/Adult Designee has obtained legal guardianship;
  - a child for whom the Subscriber or Adult Designee has legal guardianship.

Appropriate Documentation must be provided to verify count appointed legal guardian status.

- Reaching age 26 will not end the covered child's coverage under the plan as long as the child is, and remains both incapable of self-sustaining employment, or of returning to school as a full-time student, by reason of intellectual or physical disability; and dependent upon the Subscriber for the majority of his or her support and maintenance.

"Physical or intellectual disability" means a severe disability of a person which: a) is attributed to a physical or mental impairment or combination of physical or mental impairments; b) is manifested before the person attains age 26; c) is likely to continue indefinitely; and d) results in incapability of performing self-sustaining employment.

"Severe disability" means substantial functional limitations in three (3) or more of the following areas of major life activities:

- self-care;
- receptive and expressive language;
- learning;
- mobility;
- self-direction; or
- capacity for independent living; and reflects the person's need for treatment or other services which are of an indefinite duration and are individually planned and coordinated.

A physician's statement may be required.

Proof of the requirements stated above must be received by the group health plan or BCBSNE from the Subscriber within 31 days of the child's reaching age 26 and after that, as required (but not more often than yearly after two years of such handicap). Determination of eligibility under this provision will be made by BCBSNE or the Group. Any extended coverage under this paragraph will be subject to all other provisions of the Plan.

**Embedded Deductible and/or Out-of-pocket Limit:** The term Embedded is used to describe a manner in which the Deductible and Out-of-pocket Limit are accumulated under a multi-person Membership Unit. An Embedded accumulation means that family members' amounts are combined to satisfy the family amount, however no one family member must contribute more than the individual amount (Embedded amount) to satisfy the family amount.

**Emergency Medical Condition:** A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including, but not limited to, severe pain that a prudent lay person, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- placing the health of the person afflicted with such condition in serious jeopardy or, in the case of a behavioral condition, placing the health of such persons or others in serious jeopardy;
- serious impairment to such person's bodily functions;
- serious impairment of any bodily organ or part of such person; or
- serious disfigurement of such person.

DEFINITIONS

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**Emergency Services:** Health care Services Medically Necessary to screen and stabilize a Covered Person in connection with an Emergency Medical Condition and the provider or facility determines such individual is able to travel using nonmedical transportation.

**Essential Health Benefits:** The ACA identifies ten categories of Covered Services as Essential Health Benefits: 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; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

**Group:** The employer/entity providing health coverage for its employees/participants pursuant to the agreement with BCBSNE.

**Habilitative Services:** Health care Services that help a person keep, learn, or improve skills and functioning for daily living. These Services may include physical and occupational therapy, speech-language pathology and other Services for people with disabilities in a variety of Inpatient and/or Outpatient settings.

**Hospice:** A program of care provided for persons diagnosed as terminally ill and their families.

**Hospital:** An institution or facility duly Licensed by the State of Nebraska or the state in which it is located, which provides medical, surgical, diagnostic and treatment Services with 24 hour per day nursing Services, to two or more nonrelated persons with an Illness, Injury or Pregnancy, under the supervision of a staff of Physicians Licensed to practice medicine and surgery.

**Host Blue:** A Blue Cross and/or a Blue Shield plan in another Blue Cross Blue Shield Association Service Area, which administers Claims through the BlueCard Program for Nebraska Covered Persons residing or traveling in that Service Area.

**Implant:** An artificial material grafted or implanted into or onto bone.

**Illness:** A condition which deviates from or disrupts normal bodily functions or body tissues in an abnormal way, and is manifested by a characteristic set of signs or symptoms.

**Independent Laboratory:** A freestanding facility offering radiology and pathology Services which is not part of a Hospital and is Licensed by the proper authority in the state in which it is located.

**Injury:** Physical harm or damage inflicted to the body from an external force.

**In-network Hospital, Physician Or Other Provider:** A Licensed practitioner of the healing arts, a Licensed facility or other qualified provider of health care Services who has contracted with BCBSNE to provide Services as a part of a Preferred Provider network in Nebraska.

**Inpatient:** A patient admitted to a Hospital or other institutional facility for bed occupancy to receive Services consisting of active medical and nursing care to treat conditions requiring continuous nursing intervention of such an intensity that it cannot be safely or effectively provided in any other setting.

**Investigative:** A technology, a drug, biological product, device, diagnostic, treatment or procedure that has not been Scientifically Validated. BCBSNE will determine whether a technology is Investigative.

**Late Enrollee:** An individual who does not enroll for coverage during the first period in which he or she is eligible, or when eligible, during a Special Enrollment Period.

**Licensure (Licensed):** Permission to engage in a health profession that would otherwise be unlawful in the state where Services are performed, and which is granted to individuals who meet prerequisite qualifications. Licensure protects a given scope of practice and the title.

DEFINITIONS

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**Long Term Acute Care (LTAC):** Specialized acute Hospital care for medically complex patients who are critically ill, have multi-system complications and/or failures, and require hospitalization in a facility offering specialized treatment programs and aggressive clinical and therapeutic intervention on a 24-hour/seven-day-a-week basis.

**Medicaid:** Grants to states for Medical Assistance Programs, Title XIX of the Social Security Act, as amended.

**Medically Necessary or Medical Necessity:** Health care Services ordered by a Treating Physician exercising prudent clinical judgment, provided to a Covered Person for the purposes of prevention, evaluation, diagnosis or treatment of that Covered Person's Illness, Injury or Pregnancy, that are:

- consistent with the prevailing professionally recognized standards of medical practice; and, known to be effective in improving health care outcomes for the condition for which it is recommended or prescribed. Effectiveness will be determined by validation based upon scientific evidence, professional standards and consideration of expert opinion;
- clinically appropriate in terms of type, frequency, extent, site and duration for the prevention, diagnosis or treatment of the Covered Person's Illness, Injury or Pregnancy. The most appropriate setting and the most appropriate level of Service is that setting and that level of Service, considering the potential benefits and harms to the patient. When this test is applied to the care of an Inpatient, the Covered Person's medical symptoms and conditions must require that treatment cannot be safely provided in a less intensive medical setting;
- not more costly than alternative interventions, including no intervention, and are at least as likely to produce equivalent therapeutic or diagnostic results as to the prevention, diagnosis or treatment of the patient's Illness, Injury or Pregnancy, without adversely affecting the Covered Person's medical condition; and
- not provided primarily for the convenience of the following:
  - the Covered Person;
  - the Physician;
  - the Covered Person's family;
  - any other person or health care provider; and
- not considered unnecessarily repetitive when performed in combination with other prevention, evaluation, diagnoses or treatment procedures.

BCBSNE will determine whether Services are Medically Necessary. Services will not automatically be considered Medically Necessary because they have been ordered or provided by a Treating Physician.

**Medicare:** Health Insurance for the Aged and Disabled, Title XVIII of the Social Security Act, as amended.

**Membership Unit:** The category of persons to be provided benefits, pursuant to the Subscriber's enrollment.

- **Single Membership:** This option provides benefits for Covered Services provided to the Subscriber only.
- **Subscriber-Spouse Membership:** This option provides benefits for Covered Services provided to the Subscriber and his or her spouse/domestic partner and Adult Designee.
- **Single Parent Membership:** This option provides benefits for Covered Services provided to the Subscriber and his or her Eligible Dependent children, but not to a spouse/Domestic Partner or Adult Designee.
- **Family Membership:** This option provides benefits for Covered Services provided to the Subscriber and his or her Eligible Dependents.

Other Membership Units may be available as determined by BCBSNE and the Group.

## DEFINITIONS

**Mental Health Services Provider:** A qualified Physician, Licensed Psychologist, Licensed Special Psychologist, Licensed Psychiatrist and Licensed Mental Health Practitioners are payable providers under the Plan. A Mental Health Practitioner may also be a Licensed Professional Counselor, Licensed Marriage and Family Therapist, or a Licensed Clinical Social Worker who is duly Certified/Licensed for such practice by state law. It also includes, for purposes of the Plan, Auxiliary Providers supervised, and billed for, by a professional as permitted by state law. All mental health Services must be provided under appropriate supervision and consultation requirements as set forth by state law.

- **Licensed Psychologist:** A person Licensed to engage in the practice of psychology in this or another jurisdiction. The terms Certified, registered, chartered, or any other term chosen by a jurisdiction to authorize the autonomous practice of psychology shall be considered equivalent terms.
- **Licensed Psychiatrist:** A person Licensed to engage in the practice of psychiatry to diagnose and treat complex and serious Mental Health conditions. In addition to psychotherapy, treatment provided by a Licensed Psychiatrist may involve prescribing medications.
- **Licensed Special Psychologist:** A person who has a doctoral degree in psychology from an institution of higher education accredited by the American Psychological Association but who is not Certified in clinical psychology. Such person shall be issued a special License to practice psychology that continues to require supervision by a Licensed Psychologist or qualified Physician for any practice that involves major mental and emotional disorders. This psychologist may provide mental health Services without supervision.
- **Licensed Mental Health Practitioner:** A person Licensed to provide treatment, assessment, psychotherapy, counseling, or equivalent activities to individuals, families or groups for behavioral, cognitive, social, mental, or emotional disorders, including interpersonal or personal situations. Mental health practice shall include the initial assessment of organic mental or emotional disorders (as defined by state law), for the purpose of referral to, or consultation with a qualified Physician or a Licensed Psychologist.

Mental health practice shall not include the practice of psychology or medicine, prescribing drugs or electroconvulsive therapy, treating physical disease, Injury, or deformity, diagnosing major Mental Illness or disorder except in consultation with a qualified Physician or a Licensed Psychologist, measuring personality or intelligence for the purpose of diagnosis or treatment planning, using psychotherapy with individuals suspected of having major mental or emotional disorders except in consultation with a qualified Physician or Licensed Psychologist, or using psychotherapy to treat the concomitants of organic Illness except in consultation with a qualified Physician or Licensed Psychologist.

**Mental Health:** A pathological state of mind producing clinically significant psychological or physiological symptoms (distress) together with impairment in one or more major areas of functioning (disability) wherein improvement can reasonably be anticipated with therapy, and which is a condition listed in the Diagnostic and Statistical Manual of Mental Disorders (DSM IV or any subsequent version).

**Noncovered Services:** Services that are not payable under the Benefit Plan Document.

**Out-of-network Allowance:** An amount BCBSNE uses to calculate payment for Covered Services to an Out-of-network Provider. This amount will be determined by BCBSNE or by the Host Blue plan, as applicable.

- If determined by BCBSNE: the Out-of-network Allowance is calculated as the lesser of the billed charge or an allowance established using a pre-determined method based on the type of service. Such methods include, but are not limited to :
  - a fee schedule based on a percentage of the Medicare allowance for the service;
  - a per diem or daily rate allowance;
  - a percentage of billed charges;
  - an APR-DRG grouping methodology.

## DEFINITIONS

- If determined by a Host Blue Plan: the out-of-network Allowance will be the amount that the Host Blue Plan passes to BCBSNE. The Host Blue Plan's allowance may be based on:
  - a negotiated price for their participating providers;
  - the billed charge;
  - their local payment for nonparticipating providers;
  - price arrangement required by any applicable state law.

**Out-of-network Provider:** A provider of health care Services who has not contracted with BCBSNE to provide Services as a part of a Preferred Provider network in Nebraska.

**Out-of-pocket Limit:** The maximum amount of cost-share each Covered Person or Membership Unit must pay in a Benefit Year before benefits are payable without application of a cost-share amount. The Out-of-pocket Limit includes Deductible, Coinsurance and Copayment amounts for medical and pharmacy Services, unless otherwise stated. The Out-of-pocket Limit does not include premium amounts, amounts over the Allowable Charge, or penalties for failure to comply with Preauthorization requirements or as may be imposed under the Prescription Drug Program.

**Outpatient:** A person who is not admitted for Inpatient care, but is treated in the Outpatient department of a Hospital, in an observation room, in an Ambulatory Surgical Facility, Urgent Care Facility, a Physician's office, or at home. Ambulance Services are also considered Outpatient.

**Outpatient Program:** An organized set of resources and Services administered by a Certified provider, which is directed toward the accomplishment of a designed set of objectives. Day treatment, partial care and Outpatient Programs which provide primary treatment for Mental Health and Substance Use Disorders must be provided in a facility which is Licensed by the Department of Health and Human Services Regulation and Licensure, (or equivalent state agency) or accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or the Commission on the Accreditation of Rehabilitation Facilities (CARF).

**Participating Provider:** A Licensed practitioner of the healing arts, or qualified provider of health care Services, who is a Participating Provider in the BlueCard Program Participating network.

**Physical Rehabilitation:** The restoration of a person who was disabled as the result of an Injury or an acute physical impairment to a level of function which allows that person to live as independently as possible. A person is disabled when such person has physical disabilities and needs active assistance to perform the normal activities of daily living, such as eating, dressing, personal hygiene, ambulation and changing body position.

**Physician:** Any person holding a License and duly authorized to practice medicine and surgery and prescribe drugs.

**Plan:** The group health plan of benefits established by the Plan Administrator/Sponsor.

**Plan Administrator:** The administrator of the Group Health Plan as defined by ERISA.

**Preauthorization/Preauthorized:** A determination by Us or Our designee, that an admission, extension of stay or other health or dental care service has been reviewed and based of the information provided, meets the clinical requirements for Medical Necessity, appropriateness, level of care, or effectiveness under the auspices of the applicable health benefit plan.

**Preferred Provider Organization:** A panel of Hospitals, Physicians and other health care providers who belong to a network of Preferred Providers, which agrees to more effectively manage health care costs.

**Preferred Provider:** A health care provider (Hospital, Physician or other health care provider) who has contracted to provide Services as a part of the network in Nebraska, or if in another state, who is a Preferred Provider with the BlueCard Program PPO network.

DEFINITIONS

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**Pregnancy:** Includes obstetrics, abortions, threatened abortions, miscarriages, premature deliveries, ectopic pregnancies, cesarean sections or other conditions or complications caused by Pregnancy. For purposes of this Plan, Pregnancy also includes a condition or complication caused by Pregnancy, but separate from, and not part of the Pregnancy. It occurs prior to the end of the Pregnancy, and is adversely affected by it. Postpartum depression and similar diagnoses are not considered complications of Pregnancy.

**Preventive:** Services which focus on the prevention of disease and health maintenance, including the early diagnosis of disease, discovery and identification of high risk for a specific problem, and interventions to avert a health problem in nonsymptomatic individuals.

**Primary Care Physician:** A Physician who has a majority of his or her practice in the fields of internal or general medicine, obstetrics/gynecology, general pediatrics or family practice.

**Private Duty Nursing:** Continuous nursing care (beyond the accepted BCBSNE definition of a skilled nursing visit) in homes or facilities. Private Duty Nursing is primarily non-skilled in nature but may include skilled Services and is generally provided to chronically ill patients over the long term.

**Qualified Beneficiary:** Under COBRA, an individual who must in certain circumstances, be offered the opportunity to elect COBRA coverage under a group health plan. The term generally includes a covered employee's spouse or dependent children who were covered under the group health plan on the day before a Qualifying Event, as well as a covered employee who was covered under the group health plan on the day before a Qualifying Event that is a termination of employment or a reduction in hours. The term also includes a child born to or adopted by a covered employee during a period of COBRA coverage.

**Qualifying Event:** The circumstances that entitle persons to elect COBRA coverage.

**Residential Treatment Program:** Services or a program organized and staffed to provide both general and specialized non-hospital based interdisciplinary Services 24 hours a day; seven days a week for persons with behavioral health disorders. Residential treatment may be provided in freestanding, nonhospital-based facilities or in units of larger entities, such as a wing of a hospital. Residential Treatment Programs may include nonhospital addiction treatment centers; intermediate care facilities; psychiatric treatment centers or other nonmedical settings.

**Schedule of Benefits:** A summarized personal document issued by BCBSNE which provides information such as Subscriber, Group and Plan identification information, Deductible and Coinsurance amounts, and the type of Membership Unit selected.

**Schedule of Benefits Summary:** A summary of cost-sharing amounts, benefit maximums or limits, and other specific information regarding coverage under the Plan. The Summary may be provided as a separate document and/or included within this Summary Plan Description.

**Scientifically Validated:** A technology, a drug, biological product, device, diagnostic, treatment or procedure is Scientifically Validated if it meets all of the factors set forth below:

1. Technologies, drugs, biological products, devices and diagnostics must have final approval from the appropriate government regulatory bodies. A drug or biological product must have final approval from the Food and Drug Administration (FDA). A device must have final approval from the FDA for those specific indications and methods of use that is being evaluated. FDA or other governmental approval is only one of the factors necessary to determine Scientific Validity.
2. The Scientific Evidence must permit conclusions concerning the effect of the technology on health outcomes. The evidence should consist of well-designed and well-conducted investigations published in peer-reviewed journals. The quality of the body of studies and the consistency of the results are considered in evaluating the evidence.

DEFINITIONS

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The evidence should demonstrate that the technology can measure or alter the physiological changes related to a disease, injury, illness or condition. In addition there should be evidence based on established medical facts that such measurement or alteration affects the health outcomes.

Opinions and evaluations by national medical associations, consensus panels or other technology evaluation bodies are evaluated according to the scientific quality of the supporting evidence and rationale. Our evidence includes, but is not limited to: Blue Cross Blue Shield Association Technology Evaluation Center technology evaluations; Hayes Directory of New Medical Technologies' Status; Centers for Medicare and Medicaid Services (CMS) Technology Assessments, and United States Food and Drug Administration (FDA) approvals.

3. The technology must improve the health outcome.
4. The technology must improve the health outcome as much as or more than established alternatives.
5. The improvement must be attainable outside the investigational settings.

BCBSNE will determine whether a technology is Scientifically Validated.

**Services:** Hospital, medical or surgical procedures, treatments, drugs, supplies, Home (Durable) Medical Equipment, or other health, mental health or dental care, including any single service or combination of such Services.

**Service Area:** The geographic area in which a Blue Cross and Blue Shield plan is authorized to use the Blue Cross and Blue Shield brands pursuant to its license agreement with Blue Cross Blue Shield Association.

**Skilled Nursing Care:** A level of care that includes Services that can only be performed safely and correctly by a licensed nurse (either a registered nurse or a licensed practical nurse).

**Special Enrollee:** An eligible person who enrolls for coverage during a Special Enrollment Period.

**Special Enrollment Period:** A period of time during which a Special Enrollee is allowed to enroll because of a loss of coverage, marriage, birth, adoption or placement for adoption, without being considered a Late Enrollee, subject to certain criteria as further described in this SPD.

**Specialist:** A Physician who has a majority of his or her practice in fields other than internal or general medicine, obstetrics/gynecology, general pediatrics or family practice.

**Subscriber:** An individual who enrolls for health coverage and is named on an identification card issued pursuant to the Benefit Plan Document, and who is:

- an employee hired by an employer who makes application for health coverage for its employees;
- a retiree qualified to receive benefits as defined by the Plan; or
- a COBRA Qualified Beneficiary.

**Substance Use Disorder:** Alcoholism, drug abuse and nicotine dependence or addiction.

**Substance Use Disorder Treatment Center:** A facility Licensed by the Department of Health and Human Services Regulation and Licensure, (or equivalent state agency), accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or the Commission on the Accreditation of Rehabilitation Facilities (CARF). Such facilities are not Licensed as a Hospital, but provides Inpatient or Outpatient care, treatment, Services, maintenance, accommodation or board in a group setting primarily and exclusively for individuals having any type of Substance Use Disorder.

DEFINITIONS

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**Total Care:** Also known as value-based programs. Total Care is an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment. Total Care (value-based programs) may include, but are not limited to, Accountable Care Organizations, Global Payment Costs of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

**Treating Physician:** A Physician who has personally evaluated the patient. This may include a Physician or oral surgeon, a Certified nurse midwife, a Certified nurse practitioner or Certified Physician's assistant, within the practitioner's scope of practice.

**Urgent Care Facility:** A facility, other than a Hospital, that provides covered health Services that are required to prevent serious deterioration of one's health, and that are required as a result of an unforeseen sickness, Injury or the onset of acute or severe symptoms.

**We, Our or Us:** Blue Cross and Blue Shield of Nebraska (BCBSNE).

**Work-hardening:** Physical therapy or similar Services provided primarily for strengthening an individual for purposes of his or her employment.

## PLAN INFORMATION

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Plan Name:	University of Nebraska (Board of Regents of the University of Nebraska) Group Health Benefit Plan
Employer:	University of Nebraska 217 Varner Hall 3835 Holdrege St Lincoln, NE 68503-1435 (402) 472-2111
Employer Identification Number:	47-0049123
Type of Plan:	Hospital/Medical/Surgical
Funding:	Self-Funded
Plan Year:	January 1 to December 31
Plan Administrator:	University of Nebraska 217 Varner Hall 3835 Holdrege St Lincoln, NE 68503-1435 (402) 472-2111
Type of Administration:	Insurer Contract Administration (Administrative Services Agreement)
Participating Employers:	University of Nebraska (Board of Regents of the The University of Nebraska)
Registered Agent for Service of Legal Process:	University of Nebraska 217 Varner Hall 3835 Holdrege St Lincoln, NE 68503-1435 (402) 472-2111
	Service of legal process may also be made upon the Plan Administrator
Contributions:	Employer and Employee
Contract Administration* of this Plan is with:	Blue Cross and Blue Shield of Nebraska 1919 Aksarben Drive • P.O. Box 3248 Omaha, Nebraska 68180-0001 (402) 390-1800
Amendment or Termination:	University of Nebraska (Board of Regents of The University of Nebraska), as Plan Sponsor, has the right to amend or terminate the plan at any time

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\* Blue Cross and Blue Shield of Nebraska provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. Blue Cross and Blue Shield of Nebraska liability may occur only under a stop loss provision set forth in a stop loss agreement with the Group.

Claims administration by



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