

NEBRASKA COMPREHENSIVE HEALTH INSURANCE POOL

Policy Amendment

This is an Amendment. An Amendment is used by the Nebraska Comprehensive Health Insurance Pool (CHIP) to change Your coverage. Please read it carefully. This Amendment becomes a part of Your Policy and should be attached to it. All other terms and provisions of the Policy which are not in conflict with this Amendment are applicable.

Amendment

- 1) All references in Your Policy to Blue Cross and Blue Shield of Nebraska (BCBS) are hereby deleted and replaced with Coventry Health and Life Insurance Company.
- 2) **Part VIII. COST CONTAINMENT PROVISIONS** is amended as follows:
 - Section B. **Preauthorization Requirements** is hereby deleted in its entirety and replaced with the following:
 - B. **Preauthorization Requirements:** Payment for certain procedures or services may require Preauthorization of benefits. This includes, but is not limited to:
 1. Inpatient physical rehabilitation;
 2. Skilled Nursing Facility care;
 3. Home health and hospice care;
 4. Certain oral surgical procedures;
 5. Certain purchases of Home Medical Equipment; and
 6. Organ and tissue transplant surgeries for liver, heart, lung (single and double), combination heart-lung, pancreas, pancreas-kidney, parathyroid and bone marrow transplantation. If benefits are authorized, they will be payable as stated in Part XXI. If the transplant surgery is not Preauthorized, benefits will not be payable for any services or supplies incurred for such transplant.

When required by the terms of this Policy, Preauthorization must be initiated in writing by You or Your Provider prior to the procedure or service. This request must be accompanied by documentation from Your Physician or other medical provider describing the proposed treatment or procedure and demonstrating the Medical Necessity of the procedure or service. This request should also indicate the location of the service. This written request should be directed to:

Nebraska Comprehensive Health Insurance Pool
Health Services Department
15950 West Dodge Road
Omaha, Nebraska 68118

The Administrator will respond in writing advising You as to whether or not benefits are available. A penalty will be applied for noncompliance with this paragraph, if so indicated in the Part of this Policy describing a particular benefit.

- Section C. **OTHER COST CONTAINMENT PROVISIONS** is hereby deleted in its entirety and replaced with the following:
 - C. **OTHER COST CONTAINMENT PROVISIONS:**
 1. **Home Health Care Benefit:** Covered Services in excess of the Deductible are payable as stated in Part XX.
 2. **Diabetes Education Benefit:** Covered Services for enrollment, participation and completion of a Diabetes Patient Education Program are payable as stated in Part XXII.D.

3. **Skilled Nursing Facility Benefit:** Covered Services in excess of the Deductible are payable as stated in Part XI.

3) **PART XIII. BENEFITS FOR PHYSICIAN SERVICES** is hereby deleted in its entirety and replaced with the following:

PART XIII. BENEFITS FOR PHYSICIAN'S SERVICES

A. **OVERVIEW:** Benefits will be available for the following Physician's Covered Services under this Part XIII., subject to the Exclusions and Limitations and all other provisions of the Policy. Benefits are available for Covered Services provided by a Physician or oral surgeon, Certified nurse practitioner, Certified nurse midwife or Certified physician assistant, within the practitioner's scope of practice.

B. Covered Services include:

1. **Surgery:** Operative invasive procedures and the treatment of fractures and dislocations provided by the Physician in charge of the case. The amount payable for an Inpatient or Outpatient major surgical procedure will include normal preoperative and postoperative care.
 - a. Benefits payable for procedures in which two or more physicians may be involved, shall not exceed the Allowable Charge for the procedure.
 - b. When multiple or bilateral surgical procedures are performed which add significant time or complexity at the same operative session, benefits will be paid for the primary procedure as determined by the Administrator. The payment for the secondary procedure will be calculated to be 50% of the Allowable Charge had the second procedure been primary. An additional procedure will be payable at 25% of the Allowable Charge had the procedure been primary. The Administrator will determine the rate at which procedures will be reimbursed.
 - c. When a surgical procedure is performed in two or more steps or stages, payment will be limited to the amount provided for a single procedure.
2. **Surgical Assistance:** Benefits are payable for surgical assistance by a Physician or other practitioner listed in Part XIII.A., who actively assists the operating Physician. The amount payable will not exceed 16% of the Allowable Charge for the surgery, and is subject to the multiple surgery payment provisions in 1.b., above. Surgical procedures for which benefits for a surgical assistant are provided are those specifically identified by the Administrator. Such information may be obtained from the Administrator prior to surgery.
3. **Anesthesia Services:** Benefits are payable for the administration of anesthesia by a Physician or a Certified registered nurse anesthetist. Benefits are also payable for an oral surgeon or dentist with a permit issued by the state to administer general anesthesia. The amount payable for anesthesia services will include the usual preoperative and postoperative visits and the necessary management of the patient, during and after the administration of the anesthesia. Payment will not be made for supervision of the administration of anesthesia. Benefits will not be provided for local infiltration; nor for the administration of anesthesia by the attending or assisting surgeon (except general anesthesia for covered oral surgery and dentistry procedures, or spinal, saddle or caudal blocks related to pregnancy if You have the Maternity Endorsement).
4. **Nonsurgical Inpatient Hospital Visits:** Nonsurgical Inpatient care or treatment of a condition for which surgical care is not required.
5. **Consultation Services:** Benefits are payable for consultations by providers with different specialties or sub-specialties. Benefits for consultations are subject to the following requirements:
 - a. the consultation is requested by the attending Physician; and
 - b. it is required by Your Sickness or Injury and beyond the special knowledge or practice specialty of the attending or other consulting Physician; and
 - c. the consultation includes a physical examination of You by the consulting Physician; and

d. a written report from the consulting Physician is included in Your Hospital chart.

6. **Intensive Medical Service:** Unusual, repeated and prolonged attendance at bedside is payable when required by the Sickness or Injury.
7. **Radiation Therapy, Chemotherapy and nuclear medicine.**
8. **Tissue Examinations:** Tissue examinations in connection with Covered Services for surgical procedures are payable, whether performed in a Hospital Inpatient or Outpatient facility, Ambulatory Surgical Facility, or in the Physician's office.
9. **Radiology, Pathology and Other Diagnostic Services.**
10. **FDA-approved drugs, intravenous solutions,** vaccines, biologicals, and medicines which are prescribed and administered in the Physician's office.
11. **Physician Home, Office and Outpatient Visits:** Payment will be made for such Covered Services. Renal dialysis, not billed pursuant to another procedure, is included within this service. If You receive services from a PPO Physician, You must pay a Copayment amount for the office visit charge, and benefits for the balance of the office visit charge will be paid at 100% of the Allowable Charge. Additional Covered Services provided during the office visit are subject to the PPO Deductible and Coinsurance. Your Copayment amount is stated on the Schedule of Benefits.

If You receive services from a Non-PPO Physician, benefits will be payable subject to the Non-PPO Deductible and Coinsurance amounts.
12. **Medically Necessary allergy tests** and injections of allergy extracts.
13. **Childhood immunizations,** which shall mean the complete set of vaccinations for children from birth to six years of age for measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, tetanus, haemophilus influenzae type B, and chicken pox, and as otherwise provided by state or federal law. Such Covered Services shall not be subject to the Deductible.
14. **Screening mammograms:** Payment includes benefits for corresponding technical and professional interpretation fees for screening mammograms ordered by a Physician. No Pre-existing Condition waiting period shall apply to mammograms or resulting biopsies or other tests used to clarify a diagnosis. Diagnoses other than benign mammary dysplasia will be subject to such waiting period.

4) **PART XVII. BENEFITS FOR ORAL SURGERY AND DENTISTRY,** Section A., item 8. is hereby deleted in its entirety and replaced with the following:

8. Osteotomy performed for a gross congenital abnormality of the jaw which cannot be treated solely by orthodontic treatment or appliances. This procedure must be Preauthorized pursuant to Part VIII.B., **or available benefits will be reduced by 25%.**

5) **PART XXII. BENEFITS FOR OTHER COVERED SERVICES,** Section B. **Hospital Preadmission Testing Benefit** is hereby deleted.

6) **PART XXIII. PRESCRIPTION DRUG PLAN BENEFITS** is amended as follows:

- SECTION G. CLAIM FILING, item 4. is hereby deleted in its entirety and replaced with the following:
 4. Claims should be sent to: Coventry Health and Life Insurance Company, P. O. Box 7705, London, KY 40742.
- SECTION J. DEFINITIONS, the definition of **Pharmacy Benefit Manager** is hereby deleted and replaced with the following:

Pharmacy Benefit Manager: Medco has been retained by Us to administer the prescription drug plan.
- **SCHEDULE A - Covered Services** is hereby amended to add the following statement:

Some Prescription Drugs determined by the Administrator may require prior authorization.

- **SCHEDULE B - Noncovered Services** is hereby deleted in its entirety and replaced with the following:

**SCHEDULE B
Noncovered Services**

1. Diet or appetite suppressant drugs.
2. Nutritional or dietary supplements.
3. Drugs or medicinals for treatment of fertility/infertility.
4. Cosmetic alteration drugs and health or beauty aids, including but not limited to Vaniqa, Propecia, Renova, Restylane, and Solage, and skin bleaching drugs such as Avage and Benoquin.
5. Oral and transdermal contraceptives.
6. Home infusion therapy. (Covered under the medical contract only.)
7. Home Medical Equipment or devices of any type, including, but not limited to: contraceptive devices; therapeutic devices; or artificial appliances.
8. Investigative drugs or drugs classified by the FDA as experimental.
9. Nicotine Polacrilex (Nicorette), Nicotine Transdermal System (Habitrol, Nicoderm, Nicotrol, ProStep) or any other medication whose primary purpose is to treat nicotine addiction.
10. Erectile dysfunction agents, including but not limited to, Viagra, Caverject, Muse, Cialis, Levitra and Alprostadil.
11. Growth hormones.
12. Prescription medications determined to be "less than effective" by the Drug Efficacy Study Implementation Program (DESI).
13. Topical Minoxidil (Rogaine).
14. Prescription medications purchased in a foreign country. Exception: If You have an Emergency Medical Condition while traveling in that country, benefits may be available. Evidence of the condition must be provided with the claim, or the claim will be denied. This provision is subject to change with changes in federal laws regarding importation of drugs.

7) **PART XXVII. APPEAL PROCEDURES** is amended as follows:

- **SECTION B. PROCEDURE FOR FILING AN APPEAL, 2. Second Level**, item a. is hereby deleted in its entirety and replaced with the following:
 - a. Request: If the Covered Person is not satisfied with the first level appeal determination, he/she has six months from the receipt of the determination to submit a written request for a second level appeal. The letter requesting the appeal must be submitted to the Administrator at the address listed on Your identification card, Attn. Appeals Department.
- **SECTION C. ADDITIONAL INFORMATION** is amended by changing the address for submission of a written request for review to:

Nebraska Comprehensive Health Insurance Pool
Appeals Department
15950 West Dodge Road Suite 400
Omaha, NE 68118

The NECHIP Grievance Committee will review the prior documentation on the issue(s). Additional documentation which You would like considered may be submitted with Your request for review. The NECHIP Grievance Committee will consider Your request and respond to You in a timely manner. Their decision will be the final action of the Nebraska Comprehensive Health Insurance Pool.

8) **PART XXVIII. DEFINITIONS**, the definition of **Investigative** is hereby deleted in its entirety and replaced with the following:

Investigative

A health product or service is deemed Investigative if one or more of the following conditions are met:

- Any drug not approved for use by the Food and Drug Administration (FDA); any FDA approved drug prescribed for an off-label use whose effectiveness is unproven based on clinical evidence reported in peer-reviewed medical literature; or any drug that is classified as investigational new drug (IND) by the FDA. As used herein, off-label prescribing means prescribing prescription drugs for treatments other than those stated in the labeling approved by the FDA;
- § Any health product or service that is subject to Institutional Review Board (IRB) review or approval;
- § Any health product or service that is the subject of a clinical trial that meets criteria for Phase I, II or III as set forth by FDA regulations; or
- § Any health product or service whose effectiveness is unproven based on clinical evidence reported in peer-reviewed medical literature.

Although a service, supply, equipment, drug or procedure is approved for a diagnosis, disorder or condition, it may be considered Investigative for a different diagnosis, disorder or condition and therefore be excluded from Coverage.

9) The Endorsement titled "BlueCard Program" is hereby deleted from Your Policy.

Nebraska Comprehensive Health Insurance Pool

By: _____
Chairman, Board of Directors