

REQUESTS FOR IN-NETWORK EXCEPTIONS

Policy Number: ADMINISTRATIVE 247.4 T2

Effective Date: September 1, 2018

Table of Contents	Page
INSTRUCTIONS FOR USE	1
CONDITIONS OF COVERAGE	1
PURPOSE	1
DEFINITIONS	2
POLICY	3
PROCEDURES AND RESPONSIBILITIES	3
REFERENCES	5
POLICY HISTORY/REVISION INFORMATION	5

Related Policies
<ul style="list-style-type: none"> Clinical Trials Experimental/Investigational Treatment Experimental/Investigational Treatment for NJ Plans In-Network Exceptions for Breast Reconstruction Surgery Following Mastectomy

INSTRUCTIONS FOR USE

The services described in Oxford policies are subject to the terms, conditions and limitations of the member's contract or certificate. Unless otherwise stated, Oxford policies do not apply to Medicare Advantage members. Oxford reserves the right, in its sole discretion, to modify policies as necessary without prior written notice unless otherwise required by Oxford's administrative procedures or applicable state law. The term Oxford includes Oxford Health Plans, LLC and all of its subsidiaries as appropriate for these policies.

Certain policies may not be applicable to Self-Funded members and certain insured products. Refer to the member specific benefit plan document or Certificate of Coverage to determine whether coverage is provided or if there are any exclusions or benefit limitations applicable to any of these policies. If there is a difference between any policy and the member specific benefit plan document or Certificate of Coverage, the member specific benefit plan document or Certificate of Coverage will govern.

CONDITIONS OF COVERAGE

Applicable Lines of Business/ Products	This policy applies to Oxford Commercial plan membership ¹ .
Benefit Type	Varies
Referral Required (Does not apply to non-gatekeeper products)	Yes ¹
Authorization Required (Precertification always required for inpatient admission)	Yes ¹
Precertification with Medical Director Review Required	Yes ¹
Applicable Site(s) of Service (If site of service is not listed, Medical Director review is required)	All ¹
Special Considerations	¹ Before using this policy, please check the member specific benefit plan document and any federal or state mandates, if applicable. If there is a difference between any policy and the member specific benefit plan document the member specific benefit plan document or Certificate of Coverage will govern.

PURPOSE

This policy outlines Oxford's criteria and process for the review of in-network exception requests for members residing within Oxford's service area. These requests may be related to medical services that are:

- Considered to be the standard of care
- Potentially experimental or investigational

Notes:

- For members traveling out of Oxford's service area, (e.g., vacation, business trips, students who may be away from home), exceptions for in-network coverage will be limited to medical emergencies and urgent care.
- The term "in-network exception" in this policy may also be referred to as "network exception" or "out-of-network exception." Regardless of the terminology used, this policy is intended to outline Oxford's criteria and process for the coverage of medical services rendered by an out-of-network (non-participating) provider at a level of coverage and cost share equivalent to that which would be applied to the same services if rendered by an in-network (participating) provider.
- If the member's plan has out-of-network benefits and the in-network exception request is denied, the member may seek care out-of-network. If the member proceeds with having the requested service performed/provided by the non-participating provider, the service will be subject to the members out-of-network benefits and the terms and conditions of his or her plan.
- For specific information regarding;
 - Reconstructive breast surgery, refer to the policy titled [In-Network Exceptions for Breast Reconstruction Surgery Following Mastectomy](#).
 - Oxford's coverage of Clinical Trials, refer to the policy titled [Clinical Trials](#).

DEFINITIONS

Term	Applicable State	Definition
Adverse Determination	CT & NY	A denial, reduction, termination, rescission of coverage, or failure to make payment (in whole or in part) of a benefit. Note: Neither the initial or subsequent processing of the claim by Oxford may be considered an Adverse Determination if the denial or failure to make payment (whole or in part) is based solely on a coding determination (i.e., assignment of diagnosis and or CPT/HCPCS or other procedure code) and the provider is a NY hospital.
	NJ	A denial, reduction or termination of, or a failure to make payment (in whole or in part) for, a benefit, including a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from application of any utilization review, denial of a request for an in-plan exception, as well as a failure to cover an item or service for which benefits are otherwise provided because the HMO/carrier determines the item or service to be experimental or investigational, cosmetic, dental rather than medical, excluded as a pre-existing condition or because the HMO/carrier has rescinded the coverage.
Cost Share	CT, NJ, & NY	The direct, out of pocket financial responsibility (fee) incurred by a member. Types of cost shares include Copayments, Deductibles, and Coinsurance. Cost shares may also be referred to as out-of-pocket expenses.
In-Network Exception	CT & NY	A determination made by Oxford to provide coverage for medical services rendered by an out-of-network (non-participating) provider at a level of coverage and cost share equivalent to that which would be applied to the same services if rendered by an in-network (participating) provider.
	NJ	A request by a member or provider to obtain medically necessary covered services from an out-of-network provider, with the member's liability limited to network level cost sharing, because the carrier's network does not have providers who are qualified, accessible, and available to perform the medically necessary covered service the member requires.
Medically Necessary Services	CT, NJ, & NY	Services that are clinically appropriate in terms of type, frequency, extent, site, and duration, and considered effective for your illness, injury, or disease; <ul style="list-style-type: none"> • That are required for the direct care and treatment or management of that condition; • In which a member's condition would be adversely affected if the services were not provided; • That are provided in accordance with generally-accepted standards of

Term	Applicable State	Definition
Medically Necessary Services (continued)	CT, NJ, & NY	<p>medical practice;</p> <ul style="list-style-type: none"> • That are not primarily for the convenience of you, your family, or your provider; • That are not more costly than an alternative service or sequence of services, that is at least as likely to produce equivalent therapeutic or diagnostic results; • That when setting or place of service is part of the review, can be safely provided to a member in a lower cost setting
Participating Provider (Physician, Specialist, Hospital, and/or Ancillary)	CT, NJ, & NY	A Provider who has a contract with Oxford to provide services to specific Oxford members (i.e., Freedom, Liberty networks, NJ Garden, etc.). UnitedHealth Choice Plus network providers located outside of the tri-state area (CT, NJ, and NY) may be considered in-network. Check the member specific benefit plan document for eligibility.

POLICY

This policy outlines the criteria that need to be met in order for an in-network exception to be certified for members residing within Oxford's service area.

In accordance with the guidelines set forth below, the time and treatment parameters applicable to an in-network exception will be determined by an Oxford Medical Director. This may include a specific number of visits/treatments and/or a predetermined length of time. Subsequent requests for extension of a previously approved in-network exception will be again reviewed by an Oxford Medical Director to determine whether or not a full review is clinically warranted.

PROCEDURES AND RESPONSIBILITIES

Initiation of the In-Network Exception Request

The network PCP or network specialist must contact the health plan and specify the:

- Specific medical service requested, **and**
- Name of the non-participating provider for which an exception is requested, **and**
- Reason for the exception.

Important Note:

- Members enrolled on certain products may also initiate an in-network exception on their own or designate the non-participating provider to initiate the request on their behalf. Please check the member specific benefit plan document and any federal or state mandates, if applicable.
- All requests for in-network exceptions must be made prior to the rendering of medical services. In no event is Oxford obligated to consider, nor will Oxford authorize, an in-network exception request if the request is submitted after the services were rendered.

Review of the In-Network Exception Request

Oxford will review each request for an in-network exception in two parts. Oxford will determine if:

1. The requested service is a covered service and if it meets criteria of medical necessity.
2. Whether there is a provider or choice of providers in the Oxford network who have the capacity to provide the service requested.

Determination of Covered Benefits and Medical Necessity

The specific service requested will be reviewed, and a determination made regarding both coverage and medical necessity.

Covered Benefits (see [Definitions](#) section)

Non-covered services:

- Will not be granted an in-network exception.
- Do not include services which are not reimbursed because they are considered unproven or experimental. Refer to the Medical Necessity section below for additional information on these determinations.

Examples of non-covered services include (not an all-inclusive list):

- Cosmetic services, **or**

- Durable Medical Equipment (DME) for comfort or convenience (e.g., pools, hot tubs, air conditioners, saunas, humidifiers, dehumidifiers, and exercise equipment)

Note: Services where the benefit has been exhausted will also be treated the same as a non-covered service.

Medical Necessity

In order to be considered medically necessary (see [Definitions](#) section), a service needs to meet the criteria outlined in the Oxford member specific benefit plan document or any applicable Oxford clinical policies that support this determination.

Services that are **not** considered to be the standard of care may be medically necessary if they are of proven efficacy or meet criteria as Experimental or Investigational services. Refer to the policy titled [Experimental/Investigational Treatment](#) or [Experimental/Investigational Treatment for NJ Plans](#) for additional information.

If the service:

- **Does not meet criteria of medical necessity**, then the request will be denied. The denial will specify the service requested, and the reason the service was determined to be not medically necessary.
- **Does meet criteria of medical necessity**, then the in-network exception request will proceed to the second part of the review, to determine whether there is a provider or choice of providers within the Oxford network with capacity to perform the requested service.

Determination of Network Availability

Once the service has been determined to be a covered service and medically necessary, Oxford will determine if there is a provider or choice of providers within the Oxford network with capacity to perform the requested service. In the event that there is more than one network provider with capacity to perform the service, Oxford will provide a choice of network providers to the requestor.

Note: For members with an Oxford USA product who reside outside of the Oxford service area, Oxford will determine if there is a United ChoicePlus network provider(s) with capacity to perform the requested service utilizing the distance and time parameters below.

Geographic Considerations

Oxford will attempt to locate a participating provider(s) within the following distance or time parameters:

Plan/Product	Travel Parameters*
New Jersey Commercial	45 miles or 60 minutes
All other plans and products	30 miles or 30 minutes

Note: Oxford will use the member's current residence in the Oxford service area when considering travel parameters. If the requested non-participating provider is located outside of the above parameters, Oxford will expand the search to include participating providers up to a travel time and/or distance that is equal to that of the non-participating provider.

Example: member has requested an in-network exception to receive services from a Cardiologist that is located 75 miles from the member's home. Oxford will use the distance of 75 miles when searching for a participating Cardiologist(s).

Capacity to Provide

In order for Oxford to determine that the service is available in-network, Oxford must confirm that there is at least one provider in the appropriate geographic area with capacity to provide the requested medical service(s) for the specific medical condition outlined in the request. If there is more than one provider, Oxford will provide a choice of network providers. In addition, the doctor who Oxford has determined has the capacity to provide this service will be able to see the patient in a reasonable period of time. "Reasonable period of time" will be determined by the Oxford Medical Director based on the member's condition.

The physician who Oxford has identified as having the capacity to treat the member does not have to agree to provide the service without having seen the member. However, Oxford must document that it has identified at least one, and up to three, physicians who have the capacity to provide the requested service as treatment of the member's condition. Oxford must document:

- The member's diagnosis; **and**
- The CPT and/or description of the service; **and**

- A statement signed by the physician or office staff that the physician has the capacity to treat this condition with the requested service.

Determination

If the Medical Director determines:

- **Participating provider(s) are available** in the member's geographic area with the capacity to provide the requested service, Oxford will deny the in-network request as "denied, participating provider available and identified as having the capacity to provide the service."
Note: If the member's plan has out-of-network benefits, the member may seek care out-of-network subject to the terms and conditions of his or her plan.
- **Participating provider(s) are not available** with the capacity to provide the requested service, the request will be approved. The in-network exception may be limited to specific services and/or a specific length of time. Upon request, Oxford will review future services and/or an extension of the applicable timeframe.

REFERENCES

Oxford Certificates of Coverage

N.J. Admin. code § 11:24-1.2

N.J. Admin. code § 11:24A-1.2

N.J. Admin. code § 11:24A-2.3

POLICY HISTORY/REVISION INFORMATION

Date	Action/Description
09/01/2018	<ul style="list-style-type: none"> • Added definition of "Adverse Determination" for: <ul style="list-style-type: none"> ○ Connecticut (CT) and New York (NY): A denial, reduction, termination, rescission of coverage, or failure to make payment (in whole or in part) of a benefit <ul style="list-style-type: none"> ▪ Note: Neither the initial or subsequent processing of the claim by Oxford may be considered an Adverse Determination if the denial or failure to make payment (whole or in part) is based solely on a coding determination (i.e., assignment of diagnosis and/or CPT/HCPCS or other procedure code) and the provider is a NY hospital ○ New Jersey (NJ): A denial, reduction or termination of, or a failure to make payment (in whole or in part) for, a benefit, including a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit resulting from application of any utilization review, denial of a request for an in-network exception, as well as a failure to cover an item or service for which benefits are otherwise provided because Oxford determine the item or service to be experimental or investigational, cosmetic, dental rather than medical, excluded as a pre-existing condition or because the HMO/carrier has rescinded the coverage • Updated definition of "In-Network Exception" for New Jersey (NJ): A request by a member or provider to obtain medically necessary covered services from an out-of-network provider, with the member's liability limited to network level cost sharing, because the carrier's network does not have providers who are qualified, accessible, and available to perform the medically necessary covered service the member requires • Updated supporting information to reflect the most current references • Archived previous policy version ADMINISTRATIVE 247.3 T2