

# MEDICAL BENEFIT BOOKLET

For

# UK-HMO

Administered By



**Si usted necesita ayuda en español para entender este documento, puede solicitarla gratuitamente llamando a Servicios al Cliente al número que se encuentra en su tarjeta de identificación.**

**If You need assistance in Spanish to understand this document, You may request it for free by calling Customer Service at the number on Your Identification Card.**

Effective 7-1-2013

This Benefit Booklet provides You with a description of Your benefits while You are enrolled under the health care plan (the "Plan") offered by Your Employer. You should read this booklet carefully to familiarize yourself with the Plan's main provisions and keep it handy for reference. A thorough understanding of Your coverage will enable You to use Your benefits wisely. If You have any questions about the benefits as presented in this Benefit Booklet, please contact Your Employer's Group Health Plan Administrator or call the Claims Administrator's Customer Service Department.

The Plan provides the benefits described in this Benefit Booklet only for eligible Members. The health care services are subject to the Limitations and Exclusions, Copayments and Coinsurance requirements specified in this Benefit Booklet. Any group plan or certificate which You received previously will be replaced by this Benefit Booklet.

Anthem Blue Cross and Blue Shield, or "Anthem" has been designated by Your Employer to provide administrative services for the Employer's Group Health Plan, such as claims processing, care management, and other services, and to arrange for a network of health care providers whose services are covered by the Plan.

Important: This is not an insured benefit Plan. The benefits described in this Benefit Booklet or any rider or amendments attached hereto are funded by the Employer who is responsible for their payment. Anthem provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

Anthem is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, permitting Anthem to use the Blue Cross and Blue Shield Service Marks in portions of the State of Kentucky. Although Anthem is the Claims Administrator and is licensed in Kentucky, You will have access to providers participating in the Blue Cross and Blue Shield Association BlueCard® network across the country. Anthem has entered into a contract with the Employer on its own behalf and not as the agent of the Association.

### **Verification of Benefits**

Verification of Benefits is available for Members or authorized healthcare Providers on behalf of Members. You may call Customer Service with a benefits inquiry or verification of benefits during normal business hours (8:00 a.m. to 7:00 p.m. eastern time). Please remember that a benefits inquiry or verification of benefits is NOT a verification of coverage of a specific medical procedure. Verification of benefits is NOT a guarantee of payment. CALL THE CUSTOMER SERVICE NUMBER ON YOUR IDENTIFICATION CARD or see the section titled Health Care Management for Precertification rules.

<b>YOUR RIGHTS AND RESPONSIBILITIES AS A UK-HMO MEMBER.....</b>	<b>4</b>
<b>SCHEDULE OF BENEFITS .....</b>	<b>6</b>
<b>ELIGIBILITY .....</b>	<b>15</b>
<b>SUMMARY OF BENEFITS .....</b>	<b>19</b>
<b>HEALTH CARE MANAGEMENT - PRECERTIFICATION .....</b>	<b>20</b>
<b>BENEFITS .....</b>	<b>26</b>
<b>LIMITATIONS AND EXCLUSIONS .....</b>	<b>38</b>
<b>CLAIMS PAYMENT .....</b>	<b>46</b>
<b>YOUR RIGHT TO APPEAL .....</b>	<b>51</b>
<b>COORDINATION OF BENEFITS (COB) .....</b>	<b>55</b>
<b>SUBROGATION AND REIMBURSEMENT .....</b>	<b>60</b>
<b>GENERAL INFORMATION.....</b>	<b>62</b>
<b>WHEN COVERAGE TERMINATES.....</b>	<b>67</b>
<b>DEFINITIONS .....</b>	<b>71</b>
<b>HEALTH BENEFITS COVERAGE UNDER FEDERAL LAW .....</b>	<b>83</b>
<b>University of Kentucky Prescription Drug Benefit Program .....</b>	<b>85</b>

# YOUR RIGHTS AND RESPONSIBILITIES AS A UK-HMO MEMBER

As a UK-HMO Member You have certain rights and responsibilities to help make sure that You get the most from your Plan and access to the best care possible. That includes certain things about your care, how your personal information is shared and how You work with us and Your doctors. It's kind of like a "Bill of Rights" and helps You know what You can expect from Your overall health care experience and become a smarter health care consumer.

## **You have the right to:**

- Speak freely and privately with Your doctors and other health professionals about all health care options and treatment needed for Your condition, no matter what the cost or whether it's covered under Your Plan.
- Work with Your doctors in making choices about Your health care.
- Be treated with respect, dignity, and the right to privacy.
- Privacy, when it comes to Your personal health information, as long as it follows state and Federal laws, and privacy rules.
- Get information about UK-HMO's company and services, and UK-HMO's network of doctors and other health care Providers.
- Get more information about Your rights and responsibilities and give UK-HMO Your thoughts and ideas about them.
- Give UK-HMO Your thoughts and ideas about any of the rules of Your health care plan and in the way Your Plan works.
- Make a complaint or file an appeal about:
  - Your health care Plan
  - Any care You get
  - Any Covered Service or benefit ruling that Your health care Plan makes.
- Say no to any care, for any condition, sickness or disease, without it affecting any care You may get in the future; and the right to have Your doctor tell You how that may affect Your health now and in the future
- Participate in matters that deal with the UK-HMO policies and operations.
- Get all of the most up-to-date information about the cause of Your illness, Your treatment and what may result from that illness or treatment from a doctor or other health care professional. When it seems that You will not be able to understand certain information, that information will be given to someone else that You choose.

## **You have the responsibility to:**

- Choose any Primary Care Physician (doctor), also called a PCP, who is in our network if Your health care plan says that You have to have a PCP.
- Treat all doctors, health care professionals and staff with courtesy and respect.
- Keep all scheduled appointments with Your health care providers and call their office if You have a delay or need to cancel.
- Read and understand, to the best of Your ability, all information about Your health benefits or ask for help if You need it.
- To the extent possible, understand Your health problems and work with Your doctors or other health care professionals to make a treatment plan that You all agree on.
- Follow the care plan that You have agreed on with Your doctors or health care professionals.
- Tell Your doctors or other health care professionals if You don't understand any care You're getting or what they want You to do as part of Your care plan.
- Follow all health care Plan rules and policies.

- Let the University of Kentucky's Human Resources department know if You have any changes to Your name, address or family members covered under Your Plan. You can contact them at 257-9519, option 3, option 1.
- Give UK-HMO, Anthem, Your doctors and other health care professionals the information needed to help You get the best possible care and all the benefits You are entitled to. This may include information about other health care plans and insurance benefits You have in addition to Your coverage with the University of Kentucky.

For details about Your coverage and benefits, please read Your Benefit Booklet.

**The Claims Administrator, Anthem, is committed to providing quality benefits and customer service to UK-HMO's Members. Benefits and coverage for services provided under the benefit program are governed by the Plan and not by this Rights and Responsibilities statement.**

#### **How to Obtain Language Assistance**

Anthem is committed to communicating with UK-HMO's members about their health plan, regardless of their language. Anthem employs a Language Line interpretation service for use by all of our Customer Service Call Centers. Simply call the Customer Service phone number on the back of Your ID card and a representative will be able to assist You. Translation of written materials about Your benefits can also be requested by contacting customer service.

## SCHEDULE OF BENEFITS

The Maximum Allowed Amount is the amount the Claims Administrator will reimburse for services and supplies which meet its definition of Covered Services, as long as such services and supplies are not excluded under the Member's Plan; are Medically Necessary; and are provided in accordance with the Member's Plan. See the Definitions and Claims Payment sections for more information. Under certain circumstances, if the Claims Administrator pays the healthcare provider amounts that are Your responsibility, such as Copayments or Coinsurance, the Claims Administrator may collect such amounts directly from You. You agree that the Claims Administrator has the right to collect such amounts from You.

**Essential Health Benefits provided under this Plan are not subject to lifetime or annual dollar maximums. Certain non-essential health benefits, however, are subject to either a lifetime and/or annual dollar maximum.**

**Essential Health Benefits are defined by federal law and refer to benefits in at least the following categories:**

- Ambulatory patient services,
- Emergency services,
- Hospitalization,
- Maternity and newborn care,
- Mental health and substance use disorder services, including behavioral health treatment,
- Prescription Drugs,
- Rehabilitative and habilitative services and devices,
- Laboratory services,
- Preventive and wellness services, and
- Chronic disease management and pediatric services, including oral and vision care.

**Such benefits shall be consistent with those set forth under the Patient Protection and Affordable Care Act of 2010 and any regulations issued pursuant thereto.**

**Pre-Existing Exclusion Period  
APPLICABLE TO TRANSPLANTS  
ONLY FOR MEMBERS OVER  
AGE 19.**

For any Pre-Existing Conditions in existence 9 months prior to Your Enrollment Date.

Pre-Existing exclusions are not applicable to Members under the age of 19.

**Pre-existing period is waived if  
prior transplant coverage.**

Schedule of Benefits	Network	Out-of-Network
<b>Coinsurance (Unless Otherwise Specified)</b>		
Plan Pays	<b>100%</b>	<b>Not Covered</b>
Member Pays	<b>0%</b>	<b>Not Covered</b>

Schedule of Benefits	Network	Out-of-Network
<p>All payments are based on the Maximum Allowed Amount and any negotiated arrangements. All Covered Services must be provided by a Network Provider except for Emergency Care or Urgent Care. For Out of Network Emergency Care or Urgent Care services, You may be responsible to pay the difference between the Maximum Allowed Amount and the amount the Provider charges. Depending on the service, this difference can be substantial.</p>		
<p><b>Out-of-Pocket Maximum Per Plan Year</b>  Includes Coinsurance for Durable Medical / Prosthetic / Orthotics only.  <b>Does NOT include Copayments, precertification penalties, charges in excess of the Maximum Allowed Amount, Non-Covered Services, services deemed not medically necessary, respite care and pharmacy claims.</b></p>		
Individual	\$500	N/A

Schedule of Benefits	Network	Out-of-Network
<p><b>Allergy Care</b></p> <ul style="list-style-type: none"> <li>• Testing and Treatment</li> <li>• Injections</li> </ul>		
	Covered at 100% \$10	Not Covered Not Covered
<p><b>Autism</b>  Covered age 1-21, Limited to the following maximums: \$50,000 annual limit per covered person age 1-6; \$1,000 monthly limit per covered person age 7-21.</p> <p>These limits shall not apply to other health conditions of the individual and services for the individual not related to the treatment of an autism spectrum disorder.</p>		
	Benefits are paid based on the setting in which Covered Services are received	Not Covered
<p><b>ABA Therapy</b>  ABA therapy is considered autism therapy, but a covered person cannot combine ABA therapy with respite care.</p>		
	Benefits are paid based on the setting in which Covered Services are received	Not Covered
<p><b>Respite Care</b>  Covered age 2-21. Limited to the following Maximums: Covered at 50% of billed charges up to a maximum of \$375.00 per monthly autism allowance. Respite Care Monthly limits: \$375 per covered person age 2-21. This is NOT included in the mandated Autism</p>		
	50% (does not apply to out-of-pocket maximum)	Not Covered

Schedule of Benefits	Network	Out-of-Network
amount. Respite care cannot be combined with ABA therapy.		
<b>Behavioral Health / Substance Abuse Care</b>		
Hospital Inpatient Services	<b>\$200</b>	<b>Not Covered</b>
Outpatient Services	<b>\$30</b>	<b>Not Covered</b>
<b>Coverage for the treatment of Behavioral Health and Substance Abuse Care conditions is provided in compliance with federal law.</b>		
<b>Dental Services</b>	<b>Benefits are paid based on the setting in which Covered Services are received</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Accidental Injury to natural teeth. Treatment must begin within 7 days and must be completed within 12 months of the dental injury.</li> </ul>		
<b>Diagnostic X-ray and Laboratory</b>	<b>Covered at 100%</b>	<b>Not Covered</b>
<b>MRI/MRA/CT/PET/SPECT</b>	<b>\$50</b>	<b>Not Covered (Only open MRI if pre-certified)</b>
<b>Note: Diagnostic X-ray and Laboratory are defined as an x-ray or laboratory service performed to diagnose an illness or Injury.</b>		
<b>Emergency Room, Urgent Care, and Ambulance Services</b>		
Emergency room for an Emergency Medical Condition	<b>\$100</b>	<b>\$100 (See note below)</b>
Copayment waived if admitted.		
Use of the emergency room for non-Emergency Medical Conditions	<b>\$100</b>	<b>Not Covered</b>
Urgent Care	<b>\$25</b>	<b>Not Covered</b>
Twilight Clinic	<b>\$15</b>	<b>Not Covered</b>
Ambulance Services (when Medically Necessary)	<b>\$75</b>	<b>\$75 (See note below)</b>
Land / Air		
<b>Note: Care received Out-of-Network for an Emergency Medical Condition will be provided at the Network level of benefits if the following conditions apply:</b> A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) and in the absence of immediate medical attention could result in one of		



Schedule of Benefits	Network	Out-of-Network
<p>the following conditions: (1) Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) Serious impairment to bodily functions; or (3) Serious dysfunction of any bodily organ or part. If an Out-of-Network Provider is used, however, You are responsible to pay the difference between the Maximum Allowed Amount and the amount the Out-of-Network Provider charges.</p>		
<p><b>Eye Care (Non-Routine)</b></p> <ul style="list-style-type: none"> <li>• Office visit – medical eye care exams (treatment of disease or Injury to the eye) <ul style="list-style-type: none"> <li>➤ Primary care Physician <b>\$10</b> <b>Not Covered</b></li> <li>➤ Specialist Physician <b>\$30</b> <b>Not Covered</b></li> </ul> </li> </ul>		
<p><b>Hearing Care (Non-Routine)</b></p> <ul style="list-style-type: none"> <li>• Office visit – Audiometric exam / hearing evaluation test <ul style="list-style-type: none"> <li>➤ Primary care Physician <b>\$10</b> <b>Not Covered</b></li> <li>➤ Specialist Physician <b>\$30</b> <b>Not Covered</b></li> </ul> </li> </ul> <p>Hearing aids are limited to one per ear every 36 months for Members under age 18.</p>		
<p><b>Home Health Care Services</b> <b>20%</b> <b>Not Covered</b> (does not apply to out-of-pocket maximum)</p> <ul style="list-style-type: none"> <li>• Maximum Home Care visits <b>60 visits per Plan year</b> <b>Not Covered</b></li> </ul>		
<p><b>Hospice Care Services</b> <b>Covered at 100%</b> <b>Not Covered</b> Respite care for inpatients is limited to 5 days per stay. <u>(Inpatient hospice is only covered at UK Albert B. Chandler Hospital or UK Samaritan Hospital.)</u></p>		
<p><b>Hospital Inpatient Services</b> <b>\$200</b> <b>Not Covered</b></p>		
<p><b>Maternity Care &amp; Other Reproductive Services</b></p> <ul style="list-style-type: none"> <li>• Maternity Care <ul style="list-style-type: none"> <li>• Inpatient <b>\$200</b> <b>Not Covered</b></li> </ul> </li> <li>• Infertility Services <b>Not Covered</b> <b>Not Covered</b> (Coverage for initial office visit to point of diagnosis is covered)</li> </ul>		

Schedule of Benefits	Network	Out-of-Network
<ul style="list-style-type: none"> <li>Sterilization Services</li> </ul>	Benefits are paid based on the setting in which Covered Services are received	Not Covered
<b>Medical Supplies and Equipment (this section only subject to the \$500 out of pocket maximum then covered in full)</b>		
<ul style="list-style-type: none"> <li>Medical Supplies</li> </ul>	Covered at 100%	Not Covered
<ul style="list-style-type: none"> <li>Durable Medical Equipment</li> </ul>	20%	Not Covered
<ul style="list-style-type: none"> <li>Orthotics Foot and Shoe</li> </ul>	20%	Not Covered
<ul style="list-style-type: none"> <li>Prosthetic Appliances (external)</li> </ul>	20%	Not Covered
<b>Nutritional Counseling for Diabetes</b>	Covered at 100%	Not Covered
<b>Office Surgery</b>	Covered at 100%	Not Covered
<b>Oral Surgery</b> Includes removal of impacted teeth. Dental anesthesia is covered only if related to a payable oral surgery. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, and 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, and roof and floor of the mouth. Reduction of fractures and dislocations of the jaw. External incision and drainage of cellulites.	Benefits are paid based on the setting in which Covered Services are received	Not Covered
<b>Physician Services (Home and Office Visits)</b>		
<ul style="list-style-type: none"> <li>➤ Primary care Physician</li> <li>➤ Specialist Physician</li> </ul>	\$10 \$30	Not Covered Not Covered
<b>Preventive Services (regardless of Provider or setting where Preventive care is provided)</b>	Covered at 100%	Not Covered

Schedule of Benefits	Network	Out-of-Network
<b>Note: Preventive Services are defined as any claim submitted with a “well” diagnosis. Some services are not covered. Please refer to the Limitations and Exclusions section of this Benefit Booklet for details.</b>		
<b>Skilled Nursing Facility</b>	<b>Covered at 100%</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Maximum days</li> </ul>	<b>30 days per Plan year</b>	<b>Not Covered</b>
<b>Surgical Services</b>	<b>Benefits are paid based on the setting in which Covered Services are received</b>	<b>Not Covered</b>
<b>Therapy Services (Outpatient)</b>		
<ul style="list-style-type: none"> <li>Physical Therapy</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Pool Therapy/Exercise</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Hydrotherapy</li> </ul>		<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Pulmonary Rehab</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Occupational Therapy</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Speech Therapy</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Acupuncture</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Cardiac Rehabilitation</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Osteopathic Manipulations</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Chiropractic Care</li> </ul>	<b>\$15</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li></li> </ul>		
<ul style="list-style-type: none"> <li>Radiation Therapy</li> </ul>	<b>Covered at 100%</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Chemotherapy</li> </ul>	<b>Covered at 100%</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Respiratory Therapy</li> </ul>	<b>Covered at 100%</b>	<b>Not Covered</b>
<b><u>Acupuncture will only be covered when services are performed by a specially trained medical doctor only (M.D.)</u></b>		
<b>Note:</b> Inpatient therapy services will be paid under the Inpatient Hospital benefit.		
Benefits for physical therapy, occupational therapy, speech therapy, pool therapy/exercise hydrotherapy, pulmonary rehab; cardiac rehabilitation, chiropractic care, osteopathic manipulations and acupuncture are limited to <b>45 combined visits</b> per Plan year. The co-pay is per visit. All services performed on the same day for the same type of therapy are subject to one co-pay.		
If a UK-HMO member completes at least 24 Cardiac or Pulmonary Rehab visits, UK-HMO will refund 50% of their co-pays for these specific services.		
<b>TMJ Services</b>	<b>Benefits are paid based on the setting in which Covered Services are received</b>	<b>Not Covered</b>
Covered for medical treatment (surgical and non-surgical). Appliances not covered.		

Schedule of Benefits	Network	Out-of-Network
<b>Transplants</b>		
Any Medically Necessary human organ and stem cell/bone marrow transplant and transfusion as determined by the Claims Administrator including necessary acquisition procedures, harvest and storage, including Medically Necessary preparatory myeloablative therapy.		
<ul style="list-style-type: none"> <li>Covered Transplant Procedure during the Transplant Benefit Period</li> </ul>	<b>\$200</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Bone Marrow &amp; Stem Cell Transplant (Inpatient &amp; Outpatient)</li> </ul>	<b>Covered at 100%</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Live Donor Health Services (including complications from the donor procedure for up to six weeks from the date of procurement)</li> </ul>	<b>Covered at 100%</b>	<b>Not Covered</b>
<ul style="list-style-type: none"> <li>Eligible Travel and Lodging Maximum of \$10,000 per transplant</li> </ul>	<b>Covered at 100%</b>	<b>Not Covered</b>



## **360° Health<sup>SM</sup> helps You improve, manage and maintain Your health.**

No matter what Your healthcare needs, as a Plan Member You have access to programs and services to help You achieve and maintain Your highest potential for good health —at no additional charge. 360° Health is a group of programs that surround You with personalized support. From preventive care to managing complex conditions, Anthem is there when You need us.

360° Health is organized into:

- Online health and wellness resources.
- Discounts on health-related products and alternative therapies.
- Guidance and support for when You need help.

The following are descriptions of some of the programs and services available to You:

### **ConditionCare**

ConditionCare takes an individual-centered approach to supporting people living with chronic illnesses. Health professionals, including nurses, dietitians, pharmacists, exercise physiologists and others coach individuals to better understand their condition(s) and encourage self-management skills. Individualized goals are established to guide them through behavior change for a healthier lifestyle. Current programs include:

- Asthma
- Chronic heart failure (CHF)
- Coronary artery disease (CAD)
- Chronic obstructive pulmonary disease (COPD)
- Diabetes

### **Future Moms**

The Future Moms program is designed to manage the three stages of pregnancy: preconception, pregnancy and parenting. Women considering pregnancy are provided information to prevent potentially detrimental conditions. Expectant mothers are identified and proactively managed to reduce the risk of premature birth or other serious maternal issues. New parents are provided actionable materials about parenting skills to assist with baby's progress. For additional information, please call the phone number listed on Your Identification Card.

Please check Your Identification Card for telephone numbers unique to Your coverage.

### **24/7 NurseLine**

Call the **24/7 NurseLine** to talk with a registered nurse about your health concern no matter the time or day, just by calling the Customer Service number on the back of your ID card and asking for the 24/7 NurseLine. Whether it's a question about allergies, fever, types of preventive care or any other topic, nurses are always there to provide support and peace of mind. And, if you want, a nurse will call you later to see how you're doing.

Anthem's nurses can help you choose the right place for care if your doctor isn't available and you aren't sure what to do. Do you need to head straight to the emergency room? Is urgent care best? Or do you need to see your doctor? Making the right call can save you time and money – and give you access to the best possible care.

Do you speak Spanish or another language other than English? We have Spanish-speaking nurses and translators on call. TTY/TDD services are available, too.

If you'd prefer not to talk about your health concern over the phone, the AudioHealth Library might be for you. These helpful prerecorded messages cover more than 300 health topics in English and Spanish. Just call the 24/7 NurseLine number and choose the AudioHealth Library option.

# ELIGIBILITY

## EMPLOYEE ELIGIBILITY

In order to be eligible to enroll for coverage under the Plan, you must be:

1. A regular full-time Employee;
2. A regular half-time Employee;
3. A regular part-time Employee, with an assignment of .20 Full Time Equivalent (FTE) or more;
4. A temporary part, half- or full-time Employee with an assignment of at least .20 FTE, a minimum six month assignment and with sufficient earnings to make the necessary premium payments;
5. Other eligible participants as defined by the University of Kentucky Medical Benefits Plan Document; or
6. An eligible Retiree, defined as a retiree who is:
  - a. Retired in accordance with University of Kentucky retirement regulations; and
  - b. Has a minimum of five (5) years of regular full-time employment or its equivalent at the time of retirement; and
  - c. Enrolled in a University of Kentucky health plan at the time of retirement.

Early retirees may retain coverage on the same basis as an Employee until he or she becomes eligible for Medicare.

On-Call Employees are NOT eligible for coverage under the Plan unless in the "Premium" on-call program.

## EMPLOYEE EFFECTIVE DATE OF COVERAGE

If you are eligible for coverage, you may elect to be covered through the enrollment process. The date your coverage begins depends on the date of your qualifying event. Subject to making any required contribution, your coverage will start as described in the paragraphs which follow:

1. If you are eligible for coverage on the Effective Date of the Plan, your coverage will start on the Effective Date of the Plan if you enrolled for coverage when you were first eligible for it;
2. If you become eligible after the Effective Date of the Plan and you enroll within 30 days after the date you first become eligible, your coverage will start the first of the month following the date you were hired or on the date of your qualifying event.
3. If you do not enroll within 30 days after the date you first become eligible to do so, then you will not be permitted to enroll in the plan until the next open enrollment period, unless you have a qualifying family status change.

## DEPENDENT ELIGIBILITY

You are eligible for Dependent coverage only if you are a covered participant. If you have one or more Dependents as of the date you become a covered participant, you are eligible for Dependent coverage on that date. If you do not have any Dependents on the date you become a covered participant, you do not qualify for Dependent coverage. You will become eligible for it on the date you acquire a Dependent.

If your Dependent is eligible for coverage, he or she may not be enrolled for coverage as both a covered participant and a Dependent. In addition, no person can be enrolled as a Dependent of more than one covered participant. An adopted child is eligible for Dependent coverage upon the date of placement in your home or in accordance with the adoption/guardianship agreement.

## DEPENDENT EFFECTIVE DATE OF COVERAGE

If eligible, you may elect to cover your Dependents through the enrollment process. Subject to making any required contribution, Dependent coverage will start as described in the paragraphs which follow:

1. If you are eligible for coverage on the Effective Date of the plan, Dependent coverage will start on the Effective Date of the plan, but only if you enrolled for Dependent coverage when you were first eligible for it.

2. If you become eligible after the Effective Date of the plan and you enroll within 30 days after the date you first become eligible, Dependent coverage will start on the date you become eligible for Dependent coverage.
3. If you do not enroll within 30 days after the date you first become eligible to do so, then you will not be permitted to enroll in the plan until the next open enrollment period, unless you have a qualifying family status change.

A Dependent child who becomes eligible for other group coverage through any employment is no longer eligible for coverage under this Plan.

### **MEDICAL CHILD SUPPORT ORDERS**

An individual who is a child of a covered participant shall be enrolled for coverage under this Plan in accordance with the direction of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

A QMCSO is a state court order or judgment, including approval of a settlement agreement that: (a) provides for support of a covered participant's child; (b) provides for health care coverage for that child; (c) is made under state domestic relations law (including a community property law); (d) relates to benefits under this Plan; and (e) is "qualified" in that it meets the technical requirements of applicable law. QMCSO also means a state court order or judgment that enforces a state Medicaid law regarding medical child support required by Social Security Act §1908 (as added by Omnibus Budget Reconciliation Act of 1993).

An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under this Plan for the Dependent child of a non-custodial parent who is (or will become) a covered person by a domestic relations order that provides for health care coverage. Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the Plan Administrator.

### **CREDITABLE COVERAGE**

Once you or your Dependents obtain health plan coverage, you are entitled to use evidence of that coverage to reduce or eliminate any pre-existing condition limitation period that might otherwise be imposed when you become covered under a subsequent health plan. Evidence may include a certificate of prior creditable coverage. The length of any pre-existing condition limitation period under the subsequent health plan must be reduced by the number of days of creditable coverage.

### **SPECIAL PROVISIONS FOR NOT BEING IN ACTIVE STATUS**

If your Employer continues to pay required contributions and does not terminate the Plan, your coverage will remain in force for:

1. No longer than the end of the month of a layoff;
2. A period as determined by your Employer during an approved medical leave of absence;
3. A period as determined by your Employer during a leave of absence due to total disability;
4. A period as determined by your Employer during a leave of absence due to sabbatical or educational leave of absence;
5. A period as determined by your Employer during a leave of absence due to approved special leave;
6. No longer than the end of the month during an approved non-medical leave of absence;
7. No longer than the end of the month during an approved military leave of absence;
8. No longer than the end of the month during part-time status.

### **REINSTATEMENT OF COVERAGE FOLLOWING INACTIVE STATUS**

If your coverage under this Plan was terminated after a period of layoff, total disability, approved medical leave of absence, approved non-medical leave of absence, approved military leave of absence (other than USERRA) , and you are now returning to work, your coverage is effective the first of the month following the day you return to work.



If your coverage under this Plan was terminated during part-time status and you are now returning to work, your coverage is effective immediately on the day you return to work.

The eligibility period requirement with respect to the reinstatement of your coverage will be waived.

If your coverage under the Plan was terminated due to a period of service in the uniformed services covered under the Uniformed Services Employment and Reemployment Rights Act of 1994, your coverage is effective immediately on the day you return to work. Eligibility waiting periods will be imposed only to the extent they were applicable prior to the period of service in the uniformed services.

#### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

If you are granted a leave of absence (Leave) by the Employer as required by the Federal Family and Medical Leave Act, you may continue to be covered under this Plan for the duration of the Leave under the same conditions as other participants who are in active status and covered by this Plan. If you choose to terminate coverage during the Leave, or if coverage terminates as a result of nonpayment of any required contribution, coverage may be reinstated on the date you return to active status immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if you had been continuously covered.

#### **RETIREE COVERAGE**

If you are a retiree who meets the University of Kentucky's retiree qualifications prior to January 1, 2006, you may continue coverage under the Plan with retiree benefits for you and any of your eligible Dependents.

#### **SURVIVORSHIP COVERAGE**

If an Employee or retiree dies while covered under this Plan, the surviving Spouse and any eligible Dependent children may continue coverage when they meet the University of Kentucky's survivorship qualifications.

If you previously declined coverage under this Plan for yourself or any eligible Dependents, due to the existence of other health coverage (including COBRA), and that coverage is now lost, this Plan permits you, your Dependent Spouse, and any eligible Dependents to be enrolled for medical benefits under this Plan due to any of the following qualifying events:

1. Loss of eligibility for the coverage due to any of the following:
  - a. Legal separation;
  - b. Divorce;
  - c. Cessation of Dependent status (such as attaining the limiting age);
  - d. Death;
  - e. Termination of employment;
  - f. Reduction in the number of hours of employment;
  - g. Meeting or exceeding a lifetime limit on all benefits;
  - h. Plan no longer offering benefits to a class of similarly situated individuals, which includes the Employee;
  - i. Any loss of eligibility after a period that is measured by reference to any of the foregoing.However, loss of eligibility does not include a loss due to failure of the individual or the participant to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan).
2. Employer contributions towards the other coverage have been terminated. Employer contributions include contributions by any current or former Employer (of the individual or another person) that was contributing to coverage for the individual.
3. COBRA coverage under the other plan has since been exhausted.

The previously listed qualifying events apply only if you stated in writing at the previous enrollment the other health coverage was the reason for declining enrollment, but only if your Employer requires a written waiver of coverage which includes a warning of the penalties imposed on late enrollees.

If you are a covered participant or an otherwise eligible Employee, who either did not enroll or did not enroll Dependents when eligible, you now have the opportunity to enroll yourself and/or any previously eligible Dependents or any newly acquired Dependents when due to any of the following changes:

1. Marriage;
2. Birth;
3. Adoption or placement for adoption;
4. Loss of eligibility due to termination of Medicaid or State Children's Health Insurance Program (SCHIP) coverage; or
5. Eligibility for premium assistance subsidy under Medicaid or SCHIP.

You may elect coverage under this Plan provided enrollment is within 30 days from the qualifying event or 60 days from such event as identified in #4 and #5 above. You MUST provide proof that the qualifying event has occurred due to one of the reasons listed before coverage under this Plan will be effective. Coverage under this Plan will be effective the date immediately following the date of the qualifying event, unless otherwise specified in this section.

- In the case of a Dependent's birth, enrollment is effective on the date of such birth.
- In the case of a Dependent's adoption or placement for adoption, enrollment is effective on the date of such adoption or placement for adoption.
- If you become eligible for coverage under this Plan through the special enrollment provision, benefits under this Plan will be subject to the pre-existing condition limitation as it pertains to transplant services
- If you apply more than 30 days after a qualifying event or 60 days from such event as identified in #4 and #5 above, you will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

Please see your Employer for more details

Coverage terminates on the earliest of the following:

1. The date this Plan terminates;
2. The end of the period for which any required contribution was due and not paid;
3. The end of the calendar month you enter full-time military, naval or air service, except coverage may continue during an approved military leave of absence;
4. The end of the calendar month you fail to be in an eligible class of persons according to the eligibility requirements of the Employer;
5. For all Employees, the end of the calendar month in which you terminate employment with your Employer;
6. For all Employees, the end of the calendar month you retire;
7. The end of the calendar month you request termination of coverage to be effective for yourself;
8. For any benefit, the date the benefit is removed from this Plan;
9. For your Dependents, the date your coverage terminates;
10. For a Dependent child, the end of the calendar month such covered person no longer meets the definition of Dependent.

If you or any of your covered Dependents no longer meet the eligibility requirements, you and your Employer are responsible for notifying Anthem of the change in status. Coverage will not continue beyond the last date of eligibility even if notice has not been given to Anthem.

# SUMMARY OF BENEFITS

**Note: Capitalized terms such as Covered Services, Medical Necessity, and Out-of-Pocket Maximum are defined in the “Definitions” Section.**

## **Introduction**

Your health Plan is an Health Maintenance Organization (HMO) which is a comprehensive Network Plan. If You choose a Network Provider, You will receive Network benefits. Out of Network is covered for emergency care only.

Providers are compensated using a variety of payment arrangements, including fee for service, per diem, discounted fees, and global reimbursement.

All Covered Services must be Medically Necessary, and coverage or certification of services that are not Medically Necessary may be denied.

## **Copayment**

Certain Network services may be subject to a Copayment amount which is a flat-dollar amount You will be charged at the time services are rendered.

Copayments are the responsibility of the Member. Any Copayment amounts required are shown in the Schedule of Benefits.

## HEALTH CARE MANAGEMENT - PRECERTIFICATION

Your Plan includes the processes of Precertification, Predetermination and Post Service Clinical Claims Review to determine when services should be covered by Your Plan. Their purpose is to promote the delivery of cost-effective medical care by reviewing the use of procedures and, where appropriate, the setting or place of service that they are performed. Your Plan requires that Covered Services be Medically Necessary for benefits to be provided. When setting or place of service is part of the review, services that can be safely provided to you in a lower cost setting will not be Medically Necessary if they are performed in a higher cost setting.

Prior Authorization: Network Providers are required to obtain prior authorization in order for You to receive benefits for certain services. The Claims Administrator may determine that a service that was initially prescribed or requested is not Medically Necessary if You have not previously tried alternative treatments which are more cost effective. The Claims Administrator will utilize its clinical coverage guidelines, such as medical policy and other internally developed clinical guidelines, and preventive care clinical coverage guidelines, to assist in making Medical Necessity decisions. The Claims Administrator reserves the right to review and update these clinical coverage guidelines periodically. Your Employer's Group Health Plan Document takes precedence over these guidelines.

If You have any questions regarding the information contained in this section, You may call the Customer Service telephone number on Your Identification Card or visit [www.anthem.com](http://www.anthem.com).

### Types of Requests:

**Precertification** – A required review of a service, treatment or admission for a benefit coverage determination which must be obtained prior to the service, treatment or admission start date. For emergency admissions, You, Your authorized representative or Physician must notify the Claims Administrator within 2 business days after the admission or as soon as possible within a reasonable period of time. For childbirth admissions, Precertification is not required unless there is a complication and/or the mother and baby are not discharged at the same time. There are no retro-authorizations on this plan.

**Predetermination** – An optional, voluntary Prospective or Concurrent request for a benefit coverage determination for a service or treatment. The Claims Administrator will review Your Plan to determine if there is an exclusion for the service or treatment. If there is a related clinical coverage guideline, the benefit coverage review will include a review to determine whether the service meets the definition of Medical Necessity under this Plan or is Experimental/Investigative as that term is defined in this Plan.

**Post Service Clinical Claims Review**– A Retrospective review for a benefit coverage determination to determine the Medical Necessity or Experimental/Investigative nature of a service, treatment or admission that did not require Precertification and did not have a Predetermination review performed. Retrospective reviews occur for a service, treatment or admission in which the Claims Administrator has a related clinical coverage guideline and are typically initiated by the Claims Administrator.

**Failure to Obtain Precertification Penalty: There is a 100% penalty for failure to obtain precertification on this plan.**

**IMPORTANT NOTE: IF YOU OR YOUR PROVIDER DO NOT OBTAIN THE REQUIRED PRECERTIFICATION, A PENALTY WILL APPLY AND YOUR OUT OF POCKET COSTS MAY INCREASE.**

***The following list is not all inclusive and is subject to change; please call the Customer Service telephone number on Your Identification Card to confirm the most current list and requirements for Your Plan. It is important to note that the Plan may exclude coverage for some services on this list.***

**Inpatient Admission:**

- All acute Inpatient, Skilled Nursing Facility, Long Term Acute Rehabilitation, and Obstetrical delivery stays beyond the 48/96 hour Federal mandate length of stay minimum (including newborn stays beyond the mother's stay)
- Emergency Admissions (requires Plan notification no later than 2 business days after admission)

**Outpatient Services:**

- 
- Air Ambulance
- Benign Skin Lesions (except when removed by UK HealthCare providers)
- Bone-Anchored Hearing Aids
- Breast Procedures; including Reconstructive Surgery, Implants, Reduction, Mastectomy for Gynecomastia and other Breast Procedures
- Cochlear Implants and Auditory Brainstem Implants
- 
- Diagnostic Testing
  - Gene Expression Profiling for Managing Breast Cancer Treatment
  - Genetic Testing for Cancer Susceptibility
- DME/Prosthetics
  - Bone Growth Stimulator: Electrical or Ultrasound
  - Communication Assisting / Speech Generating Devices
  - External (Portable) Continuous Insulin Infusion Pump Functional Electrical Stimulation (FES); Threshold Electrical Stimulation (TES)
  - Microprocessor Controlled Lower Limb Prosthesis
  - Oscillatory Devices for Airway Clearance including High Frequency Chest Compression and Intrapulmonary Percussive Ventilation (IPV)
  - Pneumatic Pressure Device with Calibrated Pressure
  - Power Wheeled Mobility Devices
  - Prosthetics: Electronic or externally powered and select other prosthetics
  - Standing Frame
- 
- Oral, Pharyngeal & Maxillofacial Surgical Treatment for Obstructive Sleep Apnea
- Orthognathic Surgery
- Physician Attendance and Supervision of Hyperbaric Oxygen Therapy
- Plastic/Reconstructive surgeries:
  - Abdominoplasty, Panniculectomy, Diastasis Recti Repair
  - Blepharoplasty
  - Brachioplasty
  - Buttock/Thigh Lift
  - Chin Implant, Mentoplasty, Osteoplasty Mandible
  - Insertion/Injection of Prosthetic Material Collagen Implants
  - Liposuction/Lipectomy
  - Procedures Performed on Male or Female Genitalia

- Procedures Performed on the Face, Jaw or Neck (including facial dermabrasion, scar revision)
- Procedures Performed on the Trunk and Groin
- Repair of Pectus Excavatum / Carinatum
- Rhinoplasty
- Skin-Related Procedures
- Percutaneous Spinal Procedures
- Septoplasty
- Treatment of Obstructive Sleep Apnea, UPPP
- Treatment of Temporomandibular Disorders
- 

**Human Organ and Bone Marrow/Stem Cell Transplants**

- Inpatient admissions for **ALL** solid organ and bone marrow/stem cell transplants (Including Kidney only transplants)
- All Outpatient services for the following:
  - Stem Cell/Bone Marrow transplant (with or without myeloablative therapy)
  - Donor Leukocyte Infusion

**Mental Health/Substance Abuse (MHSA):**

**Pre-certification Required**

- Acute Inpatient Admissions
- Intensive Outpatient Therapy (IOP)
- Partial Hospitalization (PHP)

<b>UK-HMO Specialty Pharmacy Medical Management Drug List – Effective 7-1-2013</b>					
J0696	<b>SPMM only reviews Rocephin for Lyme Disease</b>				
<b>CODE</b>	<b>GENERIC NAME</b>	<b>TRADE</b>	<b>CODE</b>	<b>GENERIC NAME</b>	<b>TRADE</b>
90281	Immune globulin, IM		J1572	Immune Globulin-liquid 500mg	Flebogamma
90283	Immune globulin	IgIV	J1599	<b>Immune globulin-liquid 500mg</b>	
90284	Immune globulin 100mg SQ	SCIg	J1745	Inflizximab 10mg	Remicade
90378	Palivizumab 50mg	Synagis	J1786	Imiglucerase 10 units	Cerezyme
C9257	Bevacizumab 0.25mg (J9035 is for 10 mg)	Avastin	J1931	Laronidase 0.1mg	Aldurazyme
J0129	Abatacept 10mg	Orencia	J2278	Ziconotide 1 mcg	Prialt
J0178	<b>Afibercept 1mg</b>	Eylea	J2357	Omalizumab 5 mcg	Xolair
J0180	Agalsidase beta 1 mg	Fabrazyme	J2503	Pegaptanib 0.3 mg	Macugen
J0205	Alglucerase (per 10 units)	Ceredase	J2505	Pedfilgrastim 6 mg	Neulasta
J0220	Alglucosidase Alfa, 10 mg	Myozyme	J2778	Ranibizumab 0.1 mg	Lucentis
J0221	Alglucosidase Alfa, 10 mg	Lumizyme	J2820	Sargramostim 50 mcg	Leukine, Prokine
J0256	Alpha 1 proteinase inhibitor 10mg	Aralast, Prolastin, Zemaira	J2940	Somatrem 1 mg	Protropin
<b>J0257</b>	<b>Alpha 1 proteinase</b>	<b>Glassia</b>	J2941	Somatropin 1 mg	Multiple

	<i>inhibitor</i>				
J0490	Belimumab, 10 mg	Benlysta	J3262	Tocilizumab	Actemra
J0585	Onabotulinum toxin A	Botox	J3385	Velaglucerase alfa	VPRIV
J0586	Abobotulinum toxin A	Dysport	J3490	<b>Taliglucerase Alfa</b>	<b>Elelyso</b>
J0587	Rimabotulinum toxin B	Myobloc	J7321	Hyaluronic acid (No review if Dx is related to knee)	Hyalgan, Supartz
J0588	Incobotulinumtoxin A	Xeomin	J7323	Hyaluronic acid (No review if Dx is related to knee)	Euflexxa
J0696	Ceftriaxone sodium (per 250mg)	Rocephine	J7324	Hyaluronic acid (No review if Dx is related to knee)	Orthovisc
J0881	Darbepoetin alfa, non-ESRD 1 mcg	Aranesp	J7325	Hyaluronic acid (No review if Dx is related to knee)	Synvisc Synvisc-One
J0882	Darbepoetin alfa, ESRD 1 mcg	Aranesp	<b>J7326</b>	<b>Hyaluronic acid (No review if Dx is related to knee)</b>	<b>Gel-One</b>
J0885	Epoetin alfa, non-esrd 1000 units	Epogen, Procrit	J9010	Alemtuzumab 10 mg	Campath
J0886	Epoetin alfa, ESRD (dialysis) 1000 units		J9015	Aldesleukin	Proleukin
J1325	Epoprostenol 0.5 mcg	Flolan/Veletri	J9035	Bevacizumab 10mg (C9257 is for	Avastin
J1440	Filgrastim 300 mcg	Neupogen	J9055	Cetuximab 10 mc	Erbix
J1441	Filgrastim 480 mcg	Neupogen	J9228	Ipilimumab	Yervoy
J1458	Galsulfase 1 mg	Naglazyme	J9264	Paclitaxel protein-bound particles	Abraxane
J1459	Immune globulin-liquid 500mg	Privigen	J9303	Panitumumab 10 mg	Vectibix
J1460	Gamma globulin, IM, 1cc	Gamastan	J9305	Pemetrexed 10 mg	Alimta
J1557	Immune globulin, liquid 500mg	Gammaplex	J9310	Rituximab 10mg	Rituxan
J1559	Immune globulin Subcutaneous (Human)	Hizentra	J9355	Trastuzumab 10mg	Herceptin
J1560	Gamma globulin, IM, over 10cc	Gamastan	<b>Q2047</b>	<b>Peginesatide</b>	<b>Omontys</b>
J1561	Immune globulin-liquid 500mg	Gamunex	Q4074	Iloprost inhalation	Ventavis
J1562	Immune globulin 100mg SQ	Vivaglobulin	Q4081	Epoetin alfa, DRSD (dialysis 100	Epogen, Procrit
J1566	Immune globulin-powder 500mg				
J1568	Immune globulin-liquid 500mg	Octagam			
J1569	Immune globulin-liquid 500 mg	Gammagard			

### Referrals:

Requests for Out of Network Referrals for care that the Claims Administrator determines are Medically Necessary may be pre-authorized, based on network adequacy.

The ordering Provider, facility or attending Physician should contact the Claims Administrator to request a Precertification or Predetermination review (“requesting Provider”). The Claims Administrator will work directly with the requesting Provider for the Precertification request. However, You may designate an authorized representative to act on Your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older.

You are entitled to receive, upon request and free of charge, reasonable access to any documents relevant to Your request. To request this information, contact the Customer Service telephone number on Your Identification Card.

The Claims Administrator may, from time to time, waive, enhance, modify or discontinue certain medical management processes (including utilization management, case management, and disease management) if in the Claims Administrator’s discretion, such change is in furtherance of the provision of cost effective, value based and/or quality services.

In addition, the Claims Administrator may select certain qualifying Providers to participate in a program that exempts them from certain procedural or medical management processes that would otherwise apply. The Claims Administrator may also exempt Your claim from medical review if certain conditions apply.

Just because the Claims Administrator exempts a process, Provider or claim from the standards which otherwise would apply, it does not mean that the Claims Administrator will do so in the future, or will do so in the future for any other Provider, claim or Member. The Claims Administrator may stop or modify any such exemption with or without advance notice.

You may determine whether a Provider is participating in certain programs by contacting the customer service number on the back of your ID card.

**Request Categories:**

- **Urgent** – A request for Precertification or Predetermination that in the opinion of the treating Provider or any Physician with knowledge of the Member’s medical condition, could in the absence of such care or treatment, seriously jeopardize the life or health of the Member or the ability of the Member to regain maximum function or subject the Member to severe pain that cannot be adequately managed without such care or treatment.
- **Prospective** – A request for Precertification or Predetermination that is conducted prior to the service, treatment or admission.
- **Concurrent** - A request for Precertification or Predetermination that is conducted during the course of treatment or admission.
- **Retrospective** - A request for Precertification that is conducted after the service, treatment or admission has occurred is not covered on this plan. Post Service Clinical Claims Review is also retrospective. Retrospective review does not include a review that is limited to an evaluation of reimbursement levels, veracity of documentation, accuracy of coding or adjudication of payment.

**Decision and Notification Requirements**

Timeframes and requirements listed are based in general on federal regulations. You may call the telephone number on Your membership card for additional information.

<b>Request Category</b>	<b>Timeframe Requirement for Decision and Notification</b>
Prospective Urgent	72 hours from the receipt of request
Prospective Non-Urgent	15 calendar days from the receipt of the request
Concurrent when hospitalized at time of request	72 hours from request and prior to expiration of current certification
Other Concurrent Urgent when request is	24 hours from the receipt of the request



received more than 24 hours before the expiration of the previous authorization	
Concurrent Urgent when request is received less than 24 hours before the expiration of the previous authorization or no previous authorization exists	72 hours from the receipt of the request
Concurrent Non-Urgent	15 calendar days from the receipt of the request
Retrospective	30 calendar days from the receipt of the request

If additional information is needed to make a decision, the Claims Administrator will notify the requesting Provider and send written notification to You or Your authorized representative of the specific information necessary to complete the review. If the Claims Administrator does not receive the specific information requested or if the information is not complete by the timeframe identified in the written notification, a decision will be made based upon the information in the Claims Administrator's possession.

The Claims Administrator will provide notification of its decision in accordance with federal regulations.

Notification may be given by the following methods:

- Verbal:** oral notification given to the requesting provider via telephone or via electronic means if agreed to by the provider.
- Written:** mailed letter or electronic means including email and fax given to, at a minimum, the requesting provider and the Member or authorized Member representative.

**Precertification does not guarantee coverage for or payment of the service or procedure reviewed. For benefits to be paid, on the date You receive service:**

1. You must be eligible for benefits;
2. the service or surgery must be a covered benefit under Your Plan;
3. the service cannot be subject to an exclusion under Your Plan, including but not limited to a Pre-Existing Condition limitation or exclusion; and
4. You must not have exceeded any applicable limits under Your Plan.

## Care Management

Care Management is a Health Care Management service designed to help promote the timely coordination of services for Members with health care related needs due to serious, complex, and/or chronic medical conditions. The Claims Administrator's Care Management programs coordinate health care benefits and available services to help meet health-related needs of Members who are invited and agree to participate in the Care Management Program.

Care Management programs are confidential and voluntary. These programs are provided at no additional cost to You and do not affect Covered Services in any way. Licensed health care professionals trained in care management and familiar with the benefit plan provide these services.

For Members who meet program requirements/criteria and who agree to participate in a Care Management program, a licensed health care professional completes an assessment and develops an individualized plan designed to help meet their identified health care related needs. This is achieved through communication, and collaboration with the Member and/or Member's designated representative, treating Physician(s), and other Providers. The licensed health care professional remains in contact with the Member by telephone on a periodic basis to help accomplish the goals of the plan.

In addition to coordinating benefits, the licensed health care professional may assist with coordination of care with existing community-based programs and services to meet the Member's needs. Care coordination may include referrals to external agencies and available community-based programs and services.

# BENEFITS

Payment terms apply to all Covered Services. Please refer to the Schedule of Benefits for details.

All Covered Services must be Medically Necessary.

## **Ambulance Service**

Local service to the closest appropriate Hospital in connection with care for a Medical Emergency or if otherwise Medically Necessary. Such service also covers Your transfer from one Hospital to another if Medically Necessary, or from hospital to nursing facility with prior approval. Air ambulance is covered subject to Medical Necessity.

## **Assistant Surgery**

Services rendered by an assistant surgeon are covered based on Medical Necessity.

## **Autism Spectrum Disorders**

**See the Schedule of Benefits for any applicable Deductible, Coinsurance, Copayment, and Benefit Limitation information.**

The diagnosis and treatment of Autism Spectrum Disorders for Members ages one (1) through twenty-one (21) is covered. Autism Spectrum Disorders means a physical, mental, or cognitive illness or disorder which includes any of the pervasive developmental disorders as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders ("DSM") published by the American Psychiatric Association, including Autistic Disorder, Asperger's Disorder, and Pervasive Developmental Disorder Not Otherwise Specified.

Treatment for autism spectrum disorders includes the following care for an individual diagnosed with any of the autism spectrum disorders:

- Medical care - services provided by a licensed physician, an advanced registered nurse practitioner, or other licensed health care provider;
- Habilitative or rehabilitative care - professional counseling and guidance services, therapy, and treatment programs, including applied behavior analysis, that are necessary to develop, maintain, and restore, to the maximum extent practicable, the functioning of an individual;;
- Pharmacy care, if covered by the Plan - Medically Necessary medications prescribed by a licensed physician or other health-care practitioner with prescribing authority, if covered by the plan, and any medically necessary health-related services to determine the need or effectiveness of the medications;
- Psychiatric care - direct or consultative services provided by a psychiatrist licensed in the state in which the psychiatrist practices;
- Psychological care - direct or consultative services provided by an individual licensed by the Kentucky Board of Examiners of Psychology or by the appropriate licensing agency in the state in which the individual practices;
- Therapeutic care - services provided by licensed speech therapists, occupational therapists, or physical therapists; and
- Applied behavior analysis prescribed or ordered by a licensed health or allied health professional. Applied behavior analysis means 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

No reimbursement is required under this section for services, supplies, or equipment:

- For which the Member has no legal obligation to pay in the absence of this or like coverage;
- Provided to the Member by a publicly funded program;
- Performed by a relative of a Member for which, in the absence of any health benefits coverage, no charge would be made; and
- For services provided by persons who are not licensed as required by law.

### **Behavioral Health Care and Substance Abuse Treatment**

**See the Schedule of Benefits for any applicable Coinsurance/Copayment information. Benefits are not provided for treatment at a residential medical treatment facility (see #77 in the exclusion section).**

#### **Hospital Inpatient Care**

Benefits for Inpatient Hospital and Physician charges for the treatment of behavioral health conditions or substance abuse treatment in an acute crisis are Covered Services.

#### **Day Treatment/Intensive Outpatient Program**

The treatment of substance abuse in a Day Treatment or Intensive Outpatient Program primarily used to assist patients during an acute crisis.

#### **Professional Outpatient Care**

Covered Services include:

- Professional care in the Outpatient department of a Hospital;
- Physician's office visits; and
- Services within the lawful scope of practice of a licensed, approved provider.

**Note:** To be reimbursable, care must be given by a psychiatrist, psychologist, neuropsychologist, or a mid-level provider such as a licensed clinical social worker, mental health clinical nurse specialist, a marriage and family therapist, or a licensed professional counselor.

### **Breast Cancer Care**

Covered Services are provided for Inpatient care following a mastectomy or lymph node dissection until the completion of an appropriate period of stay as determined by the attending Physician in consultation with the Member. Follow-up visits are also included and may be conducted at home or at the Physician's office as determined by the attending Physician in consultation with the Member.

### **Breast Reconstructive Surgery**

Covered Services are provided following a mastectomy for reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, and prostheses and treatment of physical complications, including lymphedemas.

### **Cardiac Rehabilitation**

Covered Services are provided as outlined in the **Schedule of Benefits**.

### **Consultation Services**

Covered when the special skill and knowledge of a consulting Physician is required for the diagnosis or treatment of an illness or Injury. Second surgical opinion consultations are covered.

Staff consultations required by Hospital rules are excluded. Referrals, the transfer of a patient from one Physician to another for treatment, are not consultations under this Plan.

## **Dental Services**

### **Related to Accidental Injury**

Your Plan includes benefits for dental work required for the initial repair of an Injury to the jaw, sound natural teeth, mouth or face which are required as a result of an accident and are not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment without adversely affecting the Member's condition. Injury as a result of chewing or biting is not considered an Accidental Injury.

Treatment must be completed within the timeframe shown in the Schedule of Benefits.

### **Other Dental Services**

Your Plan also includes benefits for Hospital charges and anesthetics provided for dental care if the Member meets any of the following conditions:

- The Member is under the age of five (5);
- The Member has a severe disability that requires hospitalization or general anesthesia for dental care; or
- The Member has a medical condition that requires hospitalization or general anesthesia for dental care.

## **Diabetes**

Equipment and Outpatient self-management training and education, including nutritional therapy for individuals with insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and non-insulin using diabetes as prescribed by the Physician. Covered Services for Outpatient self-management training and education must be provided by a certified, registered or licensed health care professional with expertise in diabetes. Screenings for gestational diabetes are covered under "Preventive Care."

## **Dialysis Treatment**

The Plan covers Covered Services for Dialysis treatment. If applicable, the Plan will pay secondary to Medicare Part B, even if a Member has not applied for eligible coverage available through Medicare.

## **Durable Medical Equipment**

This Plan will pay the rental charge up to the purchase price of the equipment. In addition to meeting criteria for Medical Necessity, and applicable Precertification requirements, the equipment must also be used to improve the functions of a malformed part of the body or to prevent or slow further decline of the Member's medical condition. The equipment must be ordered and/or prescribed by a Physician and be appropriate for in-home use.

The equipment must meet the following criteria:

- It can stand repeated use;
- It is manufactured solely to serve a medical purpose;
- It is not merely for comfort or convenience;
- It is normally not useful to a person not ill or Injured;
- It is ordered by a Physician;
- The Physician certifies in writing the Medical Necessity for the equipment. The Physician also states the length of time the equipment will be required. The Plan may require proof at any time of the continuing Medical Necessity of any item;
- It is related to the Member's physical disorder.

## **Emergency Services**

Life-threatening Medical Emergency or serious Accidental Injury.

Coverage is provided for Hospital emergency room care including a medical screening examination that is within the capability of the emergency department of a Hospital, including ancillary services routinely

available to the emergency department to evaluate an Emergency Medical Condition; and within the capabilities of the staff and facilities available at the Hospital, such further medical examination and treatment as are required to Stabilize the patient. Emergency Service care does not require any Prior Authorization from the Plan.

Stabilize means, with respect to an Emergency Medical Condition: to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility. With respect to a pregnant woman who is having contractions, the term "stabilize" also means to deliver (including the placenta), if there is inadequate time to effect a safe transfer to another Hospital before delivery or transfer may pose a threat to the health or safety of the woman or the unborn child.

The Maximum Allowed Amount for emergency care from an Out-of-Network Provider will be the greatest of the following:

- The amount negotiated with Network Providers for the Emergency service furnished;
- The amount for the Emergency Service calculated using the same method the Claims Administrator generally uses to determine payments for Out-of-Network services but substituting the Network cost-sharing provisions for the Out-of-Network cost-sharing provisions; or
- The amount that would be paid under Medicare for the Emergency Service.

The Copayment and/or Coinsurance percentage payable for both Network and Out-of-Network are shown in the Schedule of Benefits. Follow-up care is not considered emergent care.

### **General Anesthesia Services**

Covered when ordered by the attending Physician and administered by another Physician who customarily bills for such services, in connection with a covered procedure.

Such anesthesia service includes the following procedures which are given to cause muscle relaxation, loss of feeling, or loss of consciousness:

- spinal or regional anesthesia;
- injection or inhalation of a drug or other agent (local infiltration is excluded).

Anesthesia services administered by a Certified Registered Nurse Anesthetist (CRNA) are only covered when billed by the supervising anesthesiologist.

### **Home Health Care Services**

Home Health Care provides a program for the Member's care and treatment in the home. Your coverage is outlined in the **Schedule of Benefits**. The program consists of required intermittent skilled care, which may include observation, evaluation, teaching and nursing services consistent with the diagnosis, established and approved in writing by the Member's attending Physician.

#### **Some special conditions apply:**

- The Physician's statement and recommended program must be pre-certified.
- Claims will be reviewed to verify that services consist of skilled care that is medically consistent with the diagnosis. Note: Covered Services available under Home Health Care do NOT reduce Outpatient benefits available under the Physical Therapy section shown in this Plan.
- A Member must be essentially confined at home.

#### **Covered Services:**

- Visits by an RN or LPN. Benefits cannot be provided for services if the nurse is related to the Member.
- Visits by a qualified physiotherapist or speech therapist and by an inhalation therapist certified by the National Board of Respiratory Therapy.

- Visits to render services and/or supplies of a licensed Medical Social Services Worker when Medically Necessary to enable the Member to understand the emotional, social, and environmental factors resulting from or affecting the Member's illness.
- Visits by a Home Health Nursing Aide when rendered under the direct supervision of an RN.
- Nutritional guidance when Medically Necessary.
- Administration or infusion of prescribed drugs.
- Oxygen and its administration.

**Covered Services for Home Health Care do not include:**

- Food, housing, homemaker services, sitters, home-delivered meals.
- Home Health Care services which are not Medically Necessary or of a non-skilled level of care.
- Services and/or supplies which are not included in the Home Health Care plan as described.
- Services of a person who ordinarily resides in the Member's home or is a member of the family of either the Member or Member's Spouse.
- Any services for any period during which the Member is not under the continuing care of a Physician.
- Convalescent or Custodial Care where the Member has spent a period of time for recovery of an illness or surgery and where skilled care is not required or the services being rendered are only for aid in daily living, i.e., for the convenience of the Member.
- Any services or supplies not specifically listed as Covered Services.
- Routine care and/or examination of a newborn child.
- Dietician services.
- Maintenance therapy.
- Dialysis treatment.
- Purchase or rental of dialysis equipment.
- Private duty nursing care.

**Hospice Care Services**

Hospice benefits cover Inpatient and Outpatient services for patients certified by a Physician as terminally ill with a life expectancy of six months or less.

Your Plan provides Covered Services for Inpatient and Outpatient Hospice care as stated in the **Schedule of Benefits**. The Hospice treatment program must:

- Be recognized as an approved Hospice program by the Claims Administrator;
- Include support services to help covered family members deal with the Member's death; and
- Be directed by a Physician and coordinated by an RN with a treatment plan that:
  - provides an organized system of home care;
  - uses a Hospice team; and
  - has around-the-clock care available.

To qualify for Hospice care, the attending Physician must certify that the Member is not expected to live more than six months. Also, the Physician must design and recommend a Hospice Care Program.

**Hospital Services**

Your Plan provides Covered Services when the following services are Medically Necessary.

**Inpatient Services**

- Inpatient room charges. Covered Services include Semiprivate Room and board, general nursing care and intensive or cardiac care. If You stay in a private room, the Maximum Allowed Amount is based on the Hospital's prevalent Semiprivate rate. If You are admitted to a Hospital that has only private rooms, the Maximum Allowed Amount is based on the Hospital's prevalent room rate.

**Service and Supplies**

- Services and supplies provided and billed by the Hospital while You're an Inpatient, including the use of operating, recovery and delivery rooms. Laboratory and diagnostic examinations, intravenous

solutions, basal metabolism studies, electrocardiograms, electroencephalograms, x-ray examinations, and radiation and speech therapy are also covered.

- Convenience items (such as radios, TV's, record, tape or CD players, telephones, visitors' meals, etc.) will not be covered.

### **Length of Stay**

- Determined by Medical Necessity.

### **Outpatient Hospital Services**

The Plan provides Covered Services when the following Outpatient services are Medically Necessary: pre-admission tests, surgery, diagnostic X-rays and laboratory services. Certain procedures require Precertification.

### **Hospital Visits**

The Physician's visits to his or her patient in the Hospital. Covered Services are limited to one daily visit for each attending Physician specialty during the covered period of confinement.

### **Human Organ and Tissue Transplant Services**

#### **Notification**

The Plan strongly encourages the Member to call the Claims Administrator's transplant department to discuss benefit coverage when it is determined a transplant may be needed. Contact the customer service telephone number on Your Identification Card and ask for the transplant coordinator. The Claims Administrator will then assist the Member in maximizing their benefits by providing coverage information including details regarding what is covered and whether any medical policies, network requirements or benefit booklet exclusions are applicable. Failure to obtain this information prior to receiving services could result in increased financial responsibility for the Member.

Benefits for human organ or tissue transplants are limited to kidney, cornea, certain bone marrow, heart, liver, lung, heart/lung, and pancreas transplants. The Plan does not provide benefits for procedures that are not Medically Necessary or Experimental or Investigational.

To be eligible to receive benefits, the Member must use a facility and/or provider approved by the Plan which is (are) qualified to perform the above transplant procedures and comply with the Prior Plan Approval process. No benefits will be paid for charges for the transplant if the procedure was not authorized prior to the pre-testing, evaluation and donor research.

Benefits for liver transplants are provided for Primary Biliary Cirrhosis, Primary Sclerosing Cholangitis, Postnecrotic Cirrhosis Hepatitis B Surface Antigen Negative, Alcoholic Cirrhosis (only if 6 months abstinence from alcohol is documented), Alpha-1 Antitrypsin Deficiency Disease, Wilson's Disease, Primary Hemochromatosis Biliary Atresia, Inborn errors of metabolism that are life threatening (tyrosinemia, oxalosis, glycogen storage diseases, etc.), protophyria, Byler's Disease, non-alcoholic steatohepatitis, Diseases caused by cirrhosis, toxic reactions; Budd-Chiari syndrome, Alagill's syndrome, amyloidosis, polycystic disease and familial amyloid polyneuropathy.

Benefits for liver transplants will also be provided for primary hepatic carcinoma. For this condition, liver transplant is covered only if the cancer does not extend beyond the margins of the liver. Benefits are not provided for liver transplant for cholangiocarcinoma or metastatic carcinomas. For the purposes of this section, metastatic refers to cancer cells transmitted to the liver from an original site elsewhere in the body. Benefits are provided for Medically Necessary adult-to-adult right lobe living donor liver transplant.

Benefits are not provided for adult-to-adult left lobe living donor liver transplant.

Benefits are provided for heart transplants that are Medically Necessary and not Experimental or Investigational.

Benefits for bone marrow (allogeneic, autologous and peripheral blood stem cells and cord blood) transplants are provided for the following conditions provided they are Medically Necessary:

**Covered Diseases**

Acute Lymphocytic Leukemia  
Acute Myelogenous Leukemia  
Chronic Lymphocytic Leukemia  
Chronic Myelogenous Leukemia  
Primitive Neuroectodermal Tumors  
Pediatric Neuroblastoma  
Recurrent Ewing's Sarcoma  
Germ Cell Tumors  
Multiple Myeloma  
Hodgkin's Lymphoma  
Non-Hodgkin's Lymphoma  
Myelodysplastic Diseases  
Aplastic Anemia  
Wiskott-Aldrich Syndrome  
Severe Combined Immunodeficiency Disorder  
Albert-Schoenberg Syndrome  
Homozygous Beta-Thalassemia

**Non-covered Diseases**

Small Cell Lymphocytic Leukemia  
Epithelial Ovarian Cancer  
Malignant Astrocytomas and Glioma  
Ependymoma  
Any Tandem Procedures

Benefits are provided for bone marrow transplant for breast cancer only if required by law.

Unless specifically named in this Certificate, benefits are not provided for bone marrow transplants (allogeneic, autologous or peripheral blood stem cells) for treatment of myeloproliferative diseases other than those explicitly named above, cancers or diseases of the brain, bone, large bowel, small bowel, esophagus, kidney, liver, lungs, pharynx, prostate, skin, connective tissue and uterus.

As used in this document, the term "bone marrow transplant" means human blood precursor cells which are administered to a patient following ablative or myelosuppressive therapy. Such cells may be derived from bone marrow, circulating blood obtained from the patient in an autologous transplant or from a matched related or unrelated donor. If chemotherapy is an integral part of the treatment involving bone marrow transplantation, the term "bone marrow transplant" includes the harvesting, the transplantation and the chemotherapy components.

Benefits are provided for lung transplants that are Medically Necessary and not Experimental or Investigational.

Benefits are provided for heart/lung transplants that are Medically Necessary and not Experimental or Investigational.

Lobar lung replacement is covered for irreversible, end-stage pulmonary disease provided the excised lobe is sized appropriately for the recipient's thoracic dimensions.

Benefits for pancreas transplants will be provided only if performed simultaneously with or following a kidney transplant or for life threatening severe hypoglycemic unawareness.

A. Benefit Eligibility (continued)



1. When only the transplant recipient is eligible under this Plan, benefits will be provided for both to the extent that benefits to the donor are not provided under any other coverage. In such instances, donor utilization of benefits will be charged against the recipient's coverage.
2. When the transplant recipient is not eligible under this Plan, and the donor is, the donor will receive his or her Plan benefits for surgical and medical care necessary to the extent such benefits are not provided by any coverage available to the recipient for the organ or tissue transplant procedure.

Benefits will not be provided to any noneligible transplant recipient.

**B. Eligible Expenses**

1. Eligible Expenses include charges incurred by the recipient for Covered Services that are directly related to or result from the completion of a covered transplant procedure, including all pre-operative and post-operative services.
2. Eligible Expenses also include charges which are directly related to the surgical, storage, and transportation costs incurred in the donation of an organ for a covered transplant procedure. Eligible expenses exclude any expenses incurred by a living donor for transportation, meals, or lodging.
3. In order to pre-authorize the transplant procedure itself, the Plan must be given the opportunity to review the clinical results of the evaluation. Approval will be based on written criteria and procedures established or adopted by the Plan.
4. Reasonable and necessary transportation if the transplant is to be performed more than 75 miles from the Member's home. Meals and lodging expenses are covered to and from the site of the Covered Transplant procedure and while at the site of the Covered Transplant Procedure for the Member and a companion within reasonable limits determined by the Plan. If the Member is a minor, expenses for transportation, meals and lodging will be covered for two companions. Transportation reimbursement will not exceed \$10,000 per transplant.

**C. Non-Eligible Expenses**

1. No benefits will be paid unless your coverage is in effect on the date the covered procedure is performed.
2. In addition to the Exclusions applicable under the Plan, benefits will not be provided for covered expenses:
  - a. related to the transplant of any non-human organ or tissue, or
  - b. which are repaid under any private or public research fund.
3. Denied charges for a covered procedure or non-covered expenses in connection with a covered procedure are not eligible for payment under any other part of this Plan.
4. Any human organ or tissue transplant not specifically listed in this Certificate.

**Covered Transplant Benefit Period**

Starts one day prior to a Covered Transplant Procedure and continues for the applicable case rate / global time period. The number of days will vary depending on the type of transplant received and the Network Transplant Provider agreement. Contact the Claims Administrator for specific Network Transplant Provider information for services received at or coordinated by a Network Transplant Provider Facility.

**Transportation and Lodging**

The Plan will provide assistance with reasonable and necessary travel expenses as determined by the Claims Administrator when You obtain prior approval and are required to travel more than 75 miles from Your residence to reach the facility where Your covered transplant procedure will be performed. The Plan's assistance with travel expenses includes transportation to and from the facility and lodging for the transplant recipient Member and one companion for an adult Member, or two companions for a child patient. The Member must submit itemized receipts for transportation and lodging expenses in a form satisfactory to the Claims Administrator when claims are filed. Contact the Claims Administrator for detailed information. The Claims Administrator will follow Internal Revenue Service (IRS) guidelines in

determining what expenses can be paid. There is a maximum of \$10,000 for travel and lodging per transplant.

### **Licensed Speech Therapist Services**

Services must be ordered and supervised by a Physician as outlined in the **Schedule of Benefits**. Speech Therapy is not covered when rendered for the treatment of Developmental Delay.

### **Maternity Care & Infertility Services**

Covered Services are provided for Network Maternity Care subject to the benefit stated in the **Schedule of Benefits**.

Routine newborn nursery care is part of the mother's maternity benefits. Benefits are provided for well baby pediatrician visits performed in the Hospital.

Should the newborn require other than routine nursery care, the baby will be admitted to the Hospital in his or her own name. (See "Changing Coverage (Adding a Dependent)" to add a newborn to Your coverage.)

Under federal law, the Plan may not restrict the length of stay to less than the 48/96 hour periods or require Precertification for either length of stay. The length of hospitalization which is Medically Necessary will be determined by the Member's attending Physician in consultation with the mother. Should the mother or infant be discharged before 48 hours following a normal delivery or 96 hours following a cesarean section delivery, the Member will have access to two post-discharge follow-up visits within the 48 or 96 hour period. These visits may be provided either in the Physician's office or in the Member's home by a Home Health Care Agency. The determination of the medically appropriate place of service and the type of provider rendering the service will be made by the Member's attending Physician.

**Abortion (Therapeutic)** - Your Plan includes benefits for a therapeutic abortion, which is a medically necessary pregnancy terminated recommended by a Provider that is performed to save the life or health of the mother When authorized by the plan in advance.

### **Medical Care**

General diagnostic care and treatment of illness or Injury. Some procedures require Precertification.

### **Obesity**

Prescription Drugs and any other services or supplies for the treatment of obesity are not covered.

### **Oral Surgery**

Covered Services include only the following:

- Fracture of facial bones;
- Removal of partially or completely unerupted impacted teeth;
- Lesions of the mouth, lip, or tongue which require a pathological exam;
- Incision of accessory sinuses, mouth salivary glands or ducts;
- Dislocations of the jaw;
- Treatment of temporomandibular joint syndrome (TMJ) or myofascial pain including only removable appliances for TMJ repositioning and related surgery and diagnostic services. Covered Services do **not** include fixed or removable appliances which involve movement or repositioning of the teeth, or operative restoration of teeth (fillings), or prosthetics (crowns, bridges, dentures);
- Plastic repair of the mouth or lip necessary to correct traumatic Injuries or congenital defects that will lead to functional impairments; and
- Initial services, supplies or appliances for dental care or treatment required as a result of, and directly related to, accidental bodily Injury to sound natural teeth or structure occurring while a Member is covered by this Plan and performed within the timeframes shown in the Schedule of Benefits after the accident.

## **Other Covered Services**

Your Plan provides Covered Services when the following services are Medically Necessary:

- Chemotherapy and radioisotope, radiation and nuclear medicine therapy
- Diagnostic x-ray and laboratory procedures
- Dressings, splints, casts when provided by a Physician
- Oxygen, and administration of blood and components.
- Pacemakers and electrodes
- Use of operating and treatment rooms and equipment

## **Outpatient CT Scans and MRIs**

These services are covered as outlined in the Schedule of Benefits.

## **Outpatient Surgery**

Network Hospital Outpatient department charges are covered at regular Plan benefits.

## **Physical Therapy, Occupational Therapy, Chiropractic Care**

Services by a Physician, a registered physical therapist (R.P.T.), or a licensed occupational therapist (O.T.) as outlined in the **Schedule of Benefits**. Services provided by a licensed chiropractor (D.C.) are limited to spinal manipulations. All services rendered must be within the lawful scope of practice of, and rendered personally by, the individual provider. No coverage is available when such services are necessitated by Developmental Delay.

## **Physician Services**

**These services are covered as outlined in the Schedule of Benefits.**

## **Preventive Care**

Preventive Care services include Outpatient services and Office Services. Screenings and other services are covered as Preventive Care for adults and children with no current symptoms or prior history of a medical condition associated with that screening or service.

Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventive Care for that condition but instead benefits will be considered as outlined in the Schedule of Benefits.

Preventive Care Services in this section shall meet requirements as determined by federal and state law. Many preventive care services are covered by this Plan with no Copayments or Coinsurance from the Member when provided by a Network Provider. That means the Plan pays 100% of the Maximum Allowed Amount. These services fall under four broad categories as shown below:

1. Services with an "A" or "B" rating from the United States Preventive Services Task Force. Examples of these services are screenings for:
  - a. Breast cancer;
  - b. Cervical cancer;
  - c. Colorectal cancer;
  - d. High Blood Pressure;
  - e. Type 2 Diabetes Mellitus;
  - f. Cholesterol;
  - g. Child and Adult Obesity.
2. Immunizations for children, adolescents, and adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;

3. Preventive care and screenings for infants, children and adolescents as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
4. Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration, including the following:
  - a. Women's contraceptives, sterilization procedures, and counseling. Coverage includes contraceptive devices such as diaphragms, intra uterine devices (IUDs), and implants.
  - b. Breastfeeding support, supplies, and counseling. Benefits for breast pumps are limited to one pump per Benefit Period.
  - c. Gestational diabetes screening.

You may call Customer Service using the number on Your ID card for additional information about these services. (or view the federal government's web sites, <http://www.healthcare.gov/center/regulations/prevention.html>; or <http://www.ahrq.gov/clinic/uspstfix.htm>; <http://www.cdc.gov/vaccines/recs/acip/>.)

### **Prosthetic Appliances**

Prosthetic devices to improve or correct conditions resulting from Accidental Injury or illness are covered if Medically Necessary and ordered by a Physician.

Prosthetic devices include: artificial limbs and accessories; artificial eyes,; arm braces, leg braces (and attached shoes); and external breast prostheses used after breast removal.

The following items are **excluded**: corrective shoes; dentures; replacing teeth or structures directly supporting teeth, except to correct traumatic Injuries; electrical or magnetic continence aids (either anal or urethral); and implants for cosmetic purposes except for reconstruction following a mastectomy.

### **Reconstructive Surgery**

Precertification is required. Reconstructive surgery does not include any service otherwise excluded in this Benefit Booklet. (See "Limitations and Exclusions.")

Reconstructive surgery is covered only to the extent Medically Necessary:

- to correct significant anatomic deformities which are not within normal anatomic variation and which are caused by congenital or developmental abnormalities, illness, or Injury for the purpose of improving the significant anatomic deformity toward a normal appearance; or
- to correct medical complications or post-surgical deformity, unless the previous surgery was not a Covered Service.

### **Skilled Nursing Facility Care**

Benefits are provided as outlined in the **Schedule of Benefits**. This care must be ordered by the attending Physician. All Skilled Nursing Facility admissions require Precertification. Claims will be reviewed to verify that services consist of Skilled Convalescent Care that is medically consistent with the diagnosis.

Skilled Convalescent Care during a period of recovery is characterized by:

- a favorable prognosis;
- a reasonably predictable recovery time; and
- services and/or facilities less intense than those of the acute general Hospital, but greater than those normally available at the Member's residence.

Covered Services include:

- semiprivate or ward room charges including general nursing service, meals, and special diets. If a Member stays in a private room, this Plan pays the Semiprivate Room rate toward the charge for the private room;
- use of special care rooms;
- pathology and radiology;
- physical or speech therapy;
- oxygen and other gas therapy;
- drugs and solutions used while a patient; or
- gauze, cotton, fabrics, solutions, plaster and other materials used in dressings, bandages, and casts.

This benefit is available only if the patient requires a Physician's continuous care and 24-hour-a-day nursing care.

Benefits will not be provided when:

- A Member reaches the maximum level of recovery possible and no longer requires other than routine care;
- Care is primarily Custodial Care, not requiring definitive medical or 24-hour-a-day nursing service;
- Care is for mental illness including drug addiction, chronic brain syndromes and alcoholism, and no specific medical conditions exist that require care in a Skilled Nursing Facility;
- A Member is undergoing senile deterioration, mental deficiency or retardation, and has no medical condition requiring care;
- The care rendered is for other than Skilled Convalescent Care.

### **Surgical Care**

Surgical procedures including the usual pre- and post-operative care. Some procedures require Precertification.

### **Treatment of Accidental Injury in a Physician's Office**

All Outpatient surgical procedures related to the treatment of an Accidental Injury, when provided in a Physician's office, will be covered under the Member's Physician's office benefit if services are rendered by a Network Provider.

## LIMITATIONS AND EXCLUSIONS

The following section indicates items, which are excluded from benefit consideration, and are not considered Covered Services. Excluded items will not be covered even if the service, supply, or equipment would otherwise be considered Medically Necessary. This information is provided as an aid to identify certain common items, which may be misconstrued as Covered Services, but is in no way a limitation upon, or a complete listing of, such items considered not to be Covered Services.

1. Any disease or Injury resulting from a war, declared or not, or any military duty or any release of nuclear energy. Also excluded are charges for services directly related military service provided or available from the Veterans' Administration or military facilities except as required by law.
2. Services for Custodial Care. Services for custodial or convalescent care, rest cures or long-term custodial Hospital care.
3. Dental care and treatment (by Physicians or dentists) including dental surgery; dental appliances; dental prostheses such as crowns, bridges, or dentures; implants; orthodontic care; operative restoration of teeth (fillings); dental extractions; endodontic care; apicoectomies; excision of radicular cysts or granuloma; treatment of dental caries, gingivitis, or periodontal disease by gingivectomies or other periodontal surgery. Any treatment of teeth, gums or tooth related service except otherwise specified as covered in this Benefit Booklet. No benefits are payable for any dental examinations or dental osteotomies.
4. Charges for treatment received before coverage under this option began or after it is terminated.
5. Treatments, procedures, equipment, drugs, devices or supplies (hereafter called "services") which are, in the Claims Administrator's judgment, Experimental or Investigational for the diagnosis for which the Member is being treated.
6. Services, treatment or supplies not generally accepted in medical practice for the prevention, diagnosis or treatment of an illness or injury, as determined by the Claims Administrator.
7. Foot care only to improve comfort or appearance, routine care of corns, bunions (except capsular or related surgery), calluses, plantar warts, fungal infections, toenails (except surgical removal or care rendered as treatment of the diabetic foot or ingrown toenail), flat feet, fallen arches, weak feet, chronic foot strain, or asymptomatic complaints related to the feet. Coverage is available, however, for Medically Necessary foot care required as part of the treatment of diabetes and for Members with impaired circulation to the lower extremities.
8. Surgery performed by Podiatrists without UK hospital privileges. These patients should be referred to UK Podiatrist or UK Orthopedics.
9. Shoe inserts, orthotics (will be covered if prescribed by a physician for diseases of the foot or systemic diseases that affect the foot such as diabetes when deemed medically necessary).
10. Treatment where payment is made by any local, state, or federal government (except Medicaid), or for which payment would be made if the Member had applied for such benefits. Services that can be provided through a government program for which You as a member of the community are eligible for participation. Such programs include, but are not limited to, school speech and reading programs.
11. Services paid under Medicare or which would have been paid if the Member had applied for Medicare and claimed Medicare benefits. With respect to end-stage renal disease (ESRD), Medicare shall be treated as the primary payor whether or not the Participant has enrolled in Medicare Part B.
12. Services covered under Workers' Compensation, no-fault automobile insurance and/or services covered by similar statutory programs.
13. Court-ordered services, or those required by court order as a condition of parole or probation, unless Medically Necessary and approved by the Plan.

14. Outpatient prescription drugs prescribed by a physician and purchased or obtained from a retail pharmacy or retail pharmacist or a mail service pharmacy are excluded. These may be covered by a separate drug card program but not under this medical plan. Although coverage for Outpatient Prescription Drugs obtained from a retail pharmacy or pharmacist or mail service Pharmacy is excluded, certain Prescription Drugs are covered under your medical benefits when rendered in a Hospital, in a Physician's office, or as part of a Home Health Care benefit. Therefore, this exclusion does not apply to prescription drugs provided as Ancillary Services during an Inpatient stay or an Outpatient Surgical procedure; to prescription drugs used in conjunction with a Diagnostic Service; Chemotherapy performed in the office; home infusion or home IV therapy, nor drugs administered in your Physician's office.
15. Drugs, devices, products, or supplies with over the counter equivalents and any Drugs, devices, products, or supplies that are therapeutically comparable to an over the counter Drug, device, product, or supply.
16. Care, supplies, or equipment not Medically Necessary, as determined by the Claims Administrator, for the treatment of an Injury or illness. This includes, but is not limited to, care which does not meet The Claims Administrator's medical policy, clinical coverage guidelines, or benefit policy guidelines.
17. Vitamins, minerals and food supplements, as well as vitamin injections not determined to be medically necessary in the treatment of a specific illness. Nutritional supplements, services, supplies and/or nutritional sustenance products (food) related to enteral feeding, except when determined to be medically necessary.
18. Services for Hospital confinement primarily for diagnostic studies.
19. Cosmetic Services - Services, supplies, or other care for cosmetic surgery, and/or complications arising from cosmetic services. Cosmetic services mean surgical procedures performed to improve a Member's appearance or to correct a deformity without restoring physical bodily function. The presence of a psychological condition does not make a cosmetic service Medically Necessary and will not entitle a Member to coverage for cosmetic services. Examples of exclusions include, but are not limited to, removal of birthmarks including port wine stains and other vascular birthmarks; moles; warts (unless under the age of 18); tattoos; scars; wrinkles or excess skin; skin tags; panniculectomy; gynecomastia; plastic surgery; silicone injections or implants; electrolysis; wigs including those used as cranial prostheses; treatment of male pattern baldness; revision of previous elective procedures; keloids; pharmaceutical regimes; nutritional procedures or treatments; rhinoplasty; epikeratophakia surgery; skin abrasions which are performed as a treatment for acne; helmet or other prosthetic treatment for positional plagiocephaly. Benefits are not provided for cosmetic surgery except when referred by your Primary Care Physician and approved by the Plan as Medically Necessary for prompt repair of an Accidental injury, or for correction of a congenital anomaly of a child enrolled on the UK Medical Benefits Plan since birth.
20. Donor Search/Compatibility, except as otherwise indicated.
21. Hearing aids, hearing devices or examinations for prescribing or fitting them. Routine hearing tests or screenings, except for an annual exam for Members under the age of 18.
22. Contraceptive Drugs, except for any above stated covered contraceptive services.
23. In-vitro Fertilization and Artificial Insemination, including infertility counseling.
24. Hair transplants, hairpieces or wigs, wig maintenance, or prescriptions or medications related to hair growth.
25. Services and supplies primarily for educational, vocational or training purposes, including but not limited to structured teaching, applied behavioral analysis, or educational interventions, except as expressly provided in this Benefit Booklet.

26. Religious, marital and sex counseling, including services and treatment related to religious counseling, marital/relationship counseling and sex therapy.
27. Christian Science Practitioner Services.
28. Services and supplies for smoking cessation programs and treatment of nicotine addiction, including gum, patches, and prescription drugs to eliminate or reduce the dependency on or addiction to tobacco and tobacco products unless otherwise required by law.
29. Services provided in a Residential Treatment Center (RTC).
30. Services provided in a Halfway House.
31. Treatment or services provided by a non-licensed Provider, or that do not require a license to provide; services that consist of supervision by a Provider of a non-licensed person; services performed by a relative of a Member for which, in the absence of any health benefits coverage, no charge would be made; services provided to the Member by a local, state or federal government agency, or by a public school system or school district, except when the plan's benefits must be provided by law; services if the Member is not required to pay for them or they are provided to the Member for free.
32. Routine care services, unless specified in this Benefit Booklet.
33. Services or supplies provided by a member of your family or household.
34. Charges or any portion of a charge in excess of the Allowed Amount as determined by the Claims Administrator.
35. Fees or charges made by an individual, agency or facility operating beyond the scope of its license.
36. Services and supplies for which you have no legal obligation to pay, or for which no charge has been made or would be made if you had no health insurance coverage.
37. Services for any form of telecommunication.
38. Charges for any of the following:
  - a. Failure to keep a scheduled visit;
  - b. Completion of claim forms or medical records or reports unless otherwise required by law;
  - c. For Physician or Hospital's stand-by services;
  - d. For holiday or overtime rates;
  - e. Membership, administrative, or access fees charged by Physicians or other Providers. Examples of administrative fees include, but are not limited to, fees charged for educational brochures or calling a patient to provide their test results; or
  - f. Specific medical reports including those not directly related to the treatment of the Member, e.g., employment or insurance physicals, and reports prepared in connection with litigation.
39. Separate charges by interns, residents, house Physicians or other health care professionals who are employed by the covered facility, which makes their services available.
40. Personal comfort items such as those that are furnished primarily for your personal comfort or convenience, including those services and supplies not directly related to medical care, such as guest's meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, and take-home supplies.
41. Charges for or related to sex change surgery or to any treatment of gender identity disorders.
42. Reversal of vasectomy or reversal of tubal ligation.
43. Salabrasion, chemosurgery and other such skin abrasion procedures associated with the removal of scars, tattoos, and actinic changes.



44. Services for outpatient therapy or rehabilitation other than those specifically listed as covered in this Benefit Booklet. Excluded forms of therapy include, but are not limited to, primal therapy, chelation therapy, rolfing, psychodrama, megavitamin therapy, purging, bioenergetic therapy, in-home wrap around treatment, wilderness therapy and boot camp therapy.
45. Vision care services and supplies, including but not limited to eyeglasses, contact lenses and related or routine examinations and services. Eye refractions. Analysis of vision or the testing of its acuity. Service or devices to correct vision or for advice on such service. This exclusion does not apply for implantable lenses following cataract surgery.
46. Radial keratotomy or keratomileusis or excimer laser photo refractive keratectomy; and surgery, services or supplies for the surgical correction of nearsightedness and/or astigmatism or any other correction of vision due to a refractive problem.
47. Services for weight loss programs, services and supplies. Weight loss programs include, but are not limited to, commercial weight loss programs (Weight Watcher, Jenny Craig, and LA Weight Loss).
48. Services, supplies and other care provided for elective abortions, as defined by Kentucky statute, except as medically necessary to preserve the life of the mother.
49. Services, supplies or other care for anesthesia by hypnosis, or charges for anesthesia for services not covered by this Plan.
50. Services, supplies or other care associated with the treatment of Substance Abuse or Chemical Dependency in the event the Member fails to comply with the plan of treatment (such as detoxification, rehabilitation or care as an Outpatient) for which the services, supplies or other care was rendered or a claim was submitted or if the Member is discharged against the medical advice of the attending Physician.
51. Services, supplies or other care, which are provided for conditions related to conduct disorders (except attention deficit hyperactivity disorders), pervasive developmental disorders (except Autism), behavioral disorders, learning disabilities and disorders, or mental retardation. Services, supplies or other care for non-chemical addictions such as gambling, sex, spending, shopping and working addictions, codependency or caffeine addiction. Milieu therapy, marriage counseling, inpatient admissions, residential or institutional care that is for the primary purpose of controlling or changing the Member's physical, emotional, or relational environment. Biofeedback, neuromuscular reeducation, hypnotherapy, sleep therapy, vocational rehabilitation, sensory integration, educational therapy and recreational therapy, except for such adjunct services as part of the Inpatient stay and required by the Joint Commission on Accreditation of Healthcare Organizations or the Commission on Accreditation of Rehabilitation Facilities.
52. Charges for the cost of whole blood, blood cellular components or whole plasma, storage of blood and blood products, including cord blood.
53. Services, supplies, or other care provided in the treatment of injuries sustained or illnesses resulting from participation in a riot or civil disturbance or while committing or attempting to commit an assault or felony. Services, supplies or other care required while incarcerated in a federal, state or local penal institution or required while in custody of federal, state or local law enforcement authorities, including work release programs.
54. Devices of any kind, including those requiring a prescription, including but not limited to: therapeutic devices, health appliances, hypodermic needles, or similar items.
55. Disposable supplies including, but not limited to, Ace® bandages, support hosiery, pressure garments, elastic stockings, and band aids.
56. Expenses for services that are primarily and customarily used for environmental control or enhancement (whether or not prescribed by a qualified practitioner) and certain medical devices

including but not limited to: Motorized transportation equipment (e.g., scooters), purchase or rental of escalators, elevators or stair gliders, ramps, or modifications or additions to living/working quarters or transportation vehicles. Spas, saunas or swimming pools; whirlpool baths, hot tubs, exercise and massage equipment. Emergency alert equipment, professional medical equipment such as blood pressure kits or pulse oximetry machines. Modifications to a home or place of business, such as ramps or handrails. Air purifiers, humidifiers, dehumidifiers, air conditioners or heat appliances. Bathtub chairs, seat lift chairs or waterbeds. Bedding including, but not limited to, mattresses, mattress pads, mattress covers, pillows. Adjustments made to vehicles. Computers. Penile implants. Supplies or attachments for any of these items. Any Durable Medical Equipment having convenience or luxury features which are not Medically Necessary, except that benefits for the cost of standard equipment or device used in the treatment of disease, illness, or injury will be provided toward the cost of any deluxe equipment. Replacement or repair of Durable Medical Equipment damaged through neglect, abuse or misuse. Maintenance costs for Member-owned Durable Medical Equipment.

57. No coverage is provided for infertility services. No coverage is provided for reversal or any attempted reversal of a previously performed sterilization.
58. Services, supplies, or other care directly provided in conjunction with laetrile, including the cost of the laetrile.
59. Benefits are not provided for services and supplies related to lipectomy or suction-assisted lipectomy or diastasis recti repair, including instances when diastasis recti is associated with an umbilical or ventral hernia.
60. Weight reduction programs, weight management programs, related nutritional supplies, strengthening programs and wellness programs. Treatment for obesity (including surgery for morbid obesity). Any surgery for the removal of excess fat or skin following weight loss due to the treatment of obesity, surgery, or pregnancy. Services at a health spa or similar facility. Services, supplies, or other care for gastric bubble/gastric balloon procedures. Additional examples of excluded services are stomach stapling, wiring of the jaw, liposuction, dietary supplements and jejunal bypasses.
61. Except as otherwise provided, services, supplies, or other care for routine or periodic physical examinations. Except if part of a covered preventive service visit, tests for screening purposes required by third parties, such as for employment, licensing, travel, school, insurance, marriage, adoption, participation in athletics. Services conducted for the part of medical research or examination required by a court.
62. Services rendered in a premenstrual syndrome clinic or holistic medicine clinic.
63. Services, supplies, drugs or other care related to sexual or erectile dysfunction or inadequacies.
64. Students Away From Home – Routine services obtained by Non-Participating Providers in a manner not consistent with the Plan's Delivery System Rules.
65. Benefits are not provided for (a) any appliance or the adjustment of any appliance involving orthodontics; (b) any electronic diagnostic modalities; (c) occlusal analysis; (d) muscle testing; (e) splint therapy, and (f) biteguards.
66. Organ Transplants, including services, supplies, or other care provided for organ and tissue transplants, except as listed in the Covered Services section for the diseases or conditions specifically listed in that section. Services and supplies related to a covered procedure received during the first nine (9) months after the Effective Date. In determining whether a pre-existing condition existed, the time the Participant was covered under any previous health plan will be credited if the coverage or combination of coverages totals 9 months and the previous coverage was continuous to a date not more than 63 days prior to the Participant's Effective date.

67. Travel or transportation expenses (except Ambulance), even though prescribed by a Physician.
68. Vision Therapy/Vision Exercises. Therapies or exercises prescribed or given for esotropia, exotropia, "lazy eye", "crossed eyes", refractive error, or disabilities/dysfunction of perception, reading or learning.
69. Voice exercises, voice therapy, voice retraining or any training or education for diagnoses including, but not limited to, "voice abuse" or "voice fatigue". Training such as voice therapy for conditions such as voice disorders without evidence of an anatomic abnormality, neurological condition, or injury are not covered. Speech or Voice therapy for any of the following situations are not covered as it is excluded from the benefit plan and considered not medically necessary when used for these purposes: 1) Any computer-based learning program for speech or voice training purposes; 2) School speech programs; 3) Speech or voice therapy that duplicates services already being provided as part of an authorized therapy program through another therapy discipline (e.g., occupational therapy); 4) group speech or voice therapy (because it is not one-on-one, individualized to the specific person's needs); 5) maintenance programs of routine, repetitive drills/exercises that do not require the skills of a speech-language therapist and that can be reinforced by the individual or caregiver; 6) vocational rehabilitation programs and any programs with the primary goal of returning an individual to work; 7) therapy or treatment provided to prevent or slow deterioration in function or prevent reoccurrences; 8) therapy or treatment intended to improve or maintain general physical condition; 9) therapy or treatment provided to improve or enhance job, school, or recreational performance; 10) long-term rehabilitative services when significant therapeutic improvement is not expected.
70. Services, supplies, or other care to the extent that benefits or reimbursement are available from or provided by any other coverage (except Medicaid) including Medicare, except that the Plan will coordinate the payment of benefits under this Plan with such other coverage or as permitted by Kentucky law. All UK-HMO Plan Delivery System Rules must be followed to have services covered by the plan.
71. Benefits are not provided for the use of an emergency room except for treatment of Emergency Medical Conditions, screening and stabilization.
72. Services, supplies, or other care provided to an Inpatient solely for cardiac rehabilitation. Services, supplies, implantation, removal and complications, or other care provided for non-human, artificial or mechanical hearts or ventricular and/or atrial assist devices used as a heart replacement (with the exception of temporary heart assist devices approved by the FDA, as a bridge to a Plan-approved heart transplantation) and supportive services or devices in connection with such care.
73. Benefits are not provided for food, housing, home delivered meals, and homemaker services (such as housekeeping, laundry, shopping and errands). Teaching household routine to members of family; supervision of children and other similar functions. Benefits are not provided for home health care education beyond the normal and reasonable period for learning. Supportive environmental materials; such materials include handrails, ramps, telephones, air conditioners and similar items. Services or supplies provided by the family of the Member or volunteer ambulance associations. Visiting teachers, friendly visitors, vocational guidance and other counselors. Services related to diversional and social activities. Services for which there is no cost to the Member. Services not authorized, not included in the Physician's prescribed treatment plan, services provided by an immediate family member, and Custodial Care.
74. Services, supplies or other care otherwise covered by Medicare's Hospice benefit. Inpatient Hospice services must be performed at UK Albert B. Chandler Medical Center or Samaritan Hospital.
75. Care of the newborn of a dependent other than normal inpatient newborn nursery charges.

76. Services, supplies, or other care for which the Plan has been unable to obtain sufficient information from a Provider or the Member in order to determine Medical Necessity or to process any claim. Charges for copying or obtaining medical records needed by the Plan for utilization, claims or quality review.
77. Mental Health Services - Services for Mental Health Conditions, when performed by other than a Physician or Provider licensed or certified by the Commonwealth of Kentucky or corresponding license or certification if provided by Physicians or other Providers outside the Commonwealth. Services for Mental Health Disorders when provided to a Member for purposes of medical, educational, or occupational training. Court ordered exams or treatment that are not Medically Necessary as determined by the Plan or that exceed benefits specified in the Schedule of Benefits, if any. Psychological testing beyond that necessary to establish the diagnosis or beyond that approved by the Plan. Treatment at a residential medical treatment facility. Residential or institutional care that is for the primary purpose of controlling or changing the Member's physical, emotional or relational environment.
78. Services or supplies for any multiple human organ transplant to the extent that the transplant also involves the transplantation of the stomach, and/or pancreas, and/or small intestine, and/or colon.
79. Services, supplies or other care not specifically provided for in this Benefit Booklet or that are excluded by this Benefit Booklet. Services exceeding any maximum benefit or benefit limit established by this Benefit Booklet. Complications of a Non-Covered Service.
80. Not Medically Necessary: The fact that a Physician or other Provider may prescribe, order, recommend or approve a service or supply does not of itself make it Medically Necessary or make the service a Covered Service. This applies even though the service or supply is not specifically listed as an exclusion. The Plan is the final authority for determining whether all services are Medically Necessary.
81. Food, food supplements, minerals, vitamins, or drugs which could be purchased without a written prescription, or are not F.D.A. approved for treatment of a specified category of medical conditions or are considered to be Experimental or Investigational. Coverage for any modified food for the treatment of lactose intolerance, protein intolerance, food allergy, food sensitivity, or any other condition or disease are excluded except for those inherited metabolic diseases listed in the Prescription Benefit Section under Special Foods for Inborn Errors of Metabolism.
82. Out-of-Network Services - Except for services for Emergency Medical Conditions and Urgent Care services, benefits are not provided for services from Non-Participating Providers except as permitted by the Plan Delivery System rules.
83. Prosthetic Appliances, Orthotic Devices - Splints, braces, wraps or other temporary orthotics made with elastic, cloth, plastic, composite material, synthetics, metal, rubber, unless professionally fitted and necessary to perform all activities of daily living, whether purchased by the Member or supplied by a Provider. Any orthotic device which is the equivalent of a device that can be purchased over-the-counter. AirCasts and other pneumatic stabilization devices unless the device replaces the use of a cast for treatment of a condition requiring casting. Any Prosthetic Appliance or Orthotic Device having convenience or luxury features which are not Medically Necessary, except that benefits for the cost of standard equipment or device used in the treatment of disease, illness, or injury will be provided toward the cost of any deluxe appliance. Repair, maintenance and/or replacement of a Prosthetic Appliance or Orthotic Devices, except as otherwise provided.
84. Therapy - Speech therapy for lisps, articulation disorders (except with history of chronic otitis media), occlusion disorders; sensory integration therapy; biofeedback; gait training; range of motion exercise; language; massage therapy; or for non-acute (chronic) therapy and maintenance care. Therapy for a diagnosis of lack of coordination.

85. Workers' Compensation - Services, supplies or other care for any condition, disease, ailment or injury arising out of and in the course of employment if the covered person is engaged in any employment or occupation that is required under any Worker's Compensation Act or similar law to provide such coverage for employees. This exclusion applies if the Member receives the benefit in whole or in part. This exclusion also applies whether or not the Member claims the benefits or compensation. This exclusion also applies whether or not the Member recovers from any third-party. After a final determination by the Board of Worker's Claims that the aforesaid injury is not work related, then this exclusion will not apply.
86. Emergency Room - Benefits are not provided for the use of an emergency room except for treatment of Emergency Medical Conditions, screening and stabilization.
87. Outside United States - Non-emergency treatment provided outside the United States.

## CLAIMS PAYMENT

Providers who participate in the BlueCard<sup>®</sup> PPO Network have agreed to submit claims directly to the local Blue Cross and/or Blue Shield plan in their area. Therefore if the BlueCard<sup>®</sup> PPO Network Hospitals, Physicians and Ancillary Providers are used, claims for their services will generally not have to be filed by the Member. In addition, many Out-of-Network Hospitals and Physicians will also file claims if the information on the Blue Cross and Blue Shield Identification Card is provided to them. If the provider requests a claim form to file a claim, a claim form can be obtained by contacting Your local Human Resources Department or by visiting [www.anthem.com](http://www.anthem.com).

Please note You may be required to complete an authorization form in order to have Your claims and other personal information sent to the Claims Administrator when You receive care in foreign countries. Failure to submit such authorizations may prevent foreign providers from sending Your claims and other personal information to the Claims Administrator.

### How to File Claims

Under normal conditions, the Claims Administrator should receive the proper claim form within 12 months after the service was provided. This section of the Benefit Booklet describes when to file a benefits claim and when a Hospital or Physician will file the claim for You.

Each person enrolled through the Plan receives an Identification Card. Remember, in order to receive full benefits, You must receive treatment from a Network Provider. When admitted to a Network Hospital, present Your Identification Card. Upon discharge, You will be billed only for those charges not covered by the Plan.

When You receive Covered Services from a Network Physician or other Network licensed health care provider, ask him or her to complete a claim form. Payment for Covered Services will be made directly to the provider.

For health care expenses other than those billed by a Network Provider, use a claim form to report Your expenses. You may obtain these from Your Employer or the Claims Administrator. Claims should include Your name, Plan and Group numbers exactly as they appear on Your Identification Card. Attach all bills to the claim form and file directly with the Claims Administrator. Be sure to keep a photocopy of all forms and bills for Your records. The address is on the claim form.

Save all bills and statements related to Your illness or Injury. Make certain they are itemized to include dates, places and nature of services or supplies.

### Maximum Allowed Amount

#### General

This section describes how the Claims Administrator determines the amount of reimbursement for Covered Services. Reimbursement for services rendered by Network and Out-of-Network Providers is based on this/Your Plan's Maximum Allowed Amount for the Covered Service that You receive. Please see the BlueCard section for additional information.

The Maximum Allowed Amount for this Plan is the maximum amount of reimbursement Anthem will allow for services and supplies:

- that meet Our definition of Covered Services, to the extent such services and supplies are covered under Your Plan and are not excluded;

- that are Medically Necessary; and
- that are provided in accordance with all applicable preauthorization, utilization management or other requirements set forth in Your Plan.

You will be required to pay a portion of the Maximum Allowed Amount to the extent You have a Copayment or Coinsurance. In addition, when You receive Covered Services from an Out-of-Network Provider, You may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be significant.

When You receive Covered Services from a Provider, the Claims Administrator will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and, among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect Claims Administrator's determination of the Maximum Allowed Amount. The Claims Administrator's application of these rules does not mean that the Covered Services You received were not Medically Necessary. It means the Claims Administrator has determined that the claim was submitted inconsistent with procedure coding rules and/or reimbursement policies. For example, Your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Maximum Allowed Amount will be based on the single procedure code rather than a separate Maximum Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same Physician or other healthcare professional, the Plan may reduce the Maximum Allowed Amounts for those secondary and subsequent procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.

### **Provider Network Status**

The Maximum Allowed Amount may vary depending upon whether the Provider is a Network Provider or an Out-of-Network Provider.

A Network Provider is a Provider who is in the managed network for this specific product or in a special Center of Excellence or other closely managed specialty network, or who has a participation contract with the Claims Administrator. For Covered Services performed by a Network Provider, the Maximum Allowed Amount for this/Your Plan is the rate the Provider has agreed with the Claims Administrator to accept as reimbursement for the Covered Services. Because Network Providers have agreed to accept the Maximum Allowed Amount as payment in full for those Covered Services, they should not send You a bill or collect for amounts above the Maximum Allowed Amount. However, You may receive a bill or be asked to pay all or a portion of the Maximum Allowed Amount to the extent You have a Copayment or Coinsurance. Please call Customer Service for help in finding a Network Provider or visit [www.anthem.com](http://www.anthem.com).

Providers who have not signed any contract with the Claims Administrator and are not in any of the Claims Administrator's networks are Out-of-Network Providers, subject to Blue Cross Blue Shield Association rules governing claims filed by certain ancillary providers.

For Covered Services You receive from an Out-of-Network Provider, the Maximum Allowed Amount for this Plan will be one of the following as determined by the Claims Administrator:

1. An amount based on the Claims Administrator's Out-of-Network Provider fee schedule/rate, which the Claims Administrator has established in its' discretion, and which the Claims Administrator reserves the right to modify from time to time, after considering one or more of the following: reimbursement amounts accepted by like/similar providers contracted with the Claims Administrator, reimbursement amounts paid by the Centers for Medicare and Medicaid Services for the same services or supplies, and other industry cost, reimbursement and utilization data; or

2. An amount based on reimbursement or cost information from the Centers for Medicare and Medicaid Services ("CMS"). When basing the Maximum Allowed amount upon the level or method of reimbursement used by CMS, the Administrator will update such information, which is unadjusted for geographic locality, no less than annually; or
3. An amount based on information provided by a third party vendor, which may reflect one or more of the following factors: (1) the complexity or severity of treatment; (2) level of skill and experience required for the treatment; or (3) comparable providers' fees and costs to deliver care; or
4. An amount negotiated by the Claims Administrator or a third party vendor which has been agreed to by the Provider. This may include rates for services coordinated through case management; or
5. An amount based on or derived from the total charges billed by the Out-of-Network Provider.

Providers who are not contracted for this product, but contracted for other products with the Claims Administrator are also considered Out-of-Network. For this/Your Plan, the Maximum Allowed Amount for services from these Providers will be one of the five methods shown above unless the contract between the Claims Administrator and that Provider specifies a different amount.

Unlike Network Providers, Out-of-Network Providers may send You a bill and collect for the amount of the Provider's charge that exceeds the Plan's Maximum Allowed Amount. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Provider charges. This amount can be significant. Choosing a Network Provider will likely result in lower Out of Pocket costs to You. Please call Customer Service for help in finding a Network Provider or visit the Claims Administrator's website at [www.anthem.com](http://www.anthem.com).

Customer Service is also available to assist You in determining this/Your Plan's Maximum Allowed Amount for a particular service from an Out-of-Network Provider. In order for the Claims Administrator to assist You, You will need to obtain from Your Provider the specific procedure code(s) and diagnosis code(s) for the services the Provider will render. You will also need to know the Provider's charges to calculate Your Out of Pocket responsibility. Although Customer Service can assist You with this pre-service information, the final Maximum Allowed Amount for Your claim will be based on the actual claim submitted by the Provider.

### **Member Cost Share**

For certain Covered Services and depending on Your plan design, You may be required to pay a part of the Maximum Allowed Amount as Your cost share amount (for example Copayment, and/or Coinsurance).

Your cost share amount and Out-of-Pocket Limits may vary depending on whether You received services from a Network or Out-of-Network Provider. Specifically, You may be required to pay higher cost sharing amounts or may have limits on Your benefits when using Out-of-Network Providers. Please see the Schedule of Benefits in this Benefit Booklet for Your cost share responsibilities and limitations, or call Customer Service to learn how this Plan's benefits or cost share amounts may vary by the type of Provider You use.

The Plan will not provide any reimbursement for non-Covered Services. You may be responsible for the total amount billed by Your Provider for non-Covered Services, regardless of whether such services are performed by a Network or Out-of-Network Provider. Non-Covered Services include services specifically excluded from coverage by the terms of this Benefit Booklet and services received after benefits have been exhausted. Benefits may be exhausted by exceeding, for example, benefit caps or day/visit limits.

In some instances You may only be asked to pay the lower Network cost sharing amount when You use an Out-of-Network Provider. For example, if You go to a Network Hospital or Provider facility and receive Covered Services from an Out-of-Network Provider such as a radiologist, anesthesiologist or pathologist



who is employed by or contracted with a Network Hospital or facility, You will pay the Network cost share amounts for those Covered Services. However, You also may be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge.

### **Authorized Services**

In some circumstances, such as where there is no Network Provider available for the Covered Service, the Plan may authorize the Network cost share amounts (Copayment, and/or Coinsurance) to apply to a claim for a Covered Service You receive from an Out-of-Network Provider. In such circumstance, You must contact the Claims Administrator in advance of obtaining the Covered Service. The Plan also may authorize the Network cost share amounts to apply to a claim for Covered Services if You receive Emergency services from an Out-of-Network Provider and are not able to contact the Claims Administrator until after the Covered Service is rendered. If the Plan authorizes a Network cost share amount to apply to a Covered Service received from an Out-of-Network Provider, You also may still be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. Please contact Customer Service for Authorized Services information or to request authorization.

### **Services Performed During Same Session**

The Plan may combine the reimbursement of Covered Services when more than one service is performed during the same session. Reimbursement is limited to the Plan's Maximum Allowed Amount. **If services are performed by Out-of-Network Providers**, then You are responsible for any amounts charged in excess of the Plan's Maximum Allowed Amount **with or without a referral or regardless if allowed as an Authorized Service**. Contact the Claims Administrator for more information.

### **Processing Your Claim**

You are responsible for submitting Your claims for expenses not normally billed by and payable to a Hospital or Physician. Always make certain You have Your Identification Card with You. Be sure the Hospital or Physician's office personnel copy Your name, and identification numbers (including the 3-letter prefix) accurately when completing forms relating to Your coverage.

### **Timeliness of Filing for Member Submitted Claims**

To receive benefits, a properly completed claim form with any necessary reports and records must be filed by You within 12 months of the date of service. Payment of claims will be made as soon as possible following receipt of the claim, unless more time is required because of incomplete or missing information. In this case, You will be notified of the reason for the delay and will receive a list of all information needed to continue processing Your claim. After this data is received, the Claims Administrator will complete claims processing. No request for an adjustment of a claim can be submitted later than 12 months after the claim has been paid.

### **Necessary Information**

In order to process Your claim, the Claims Administrator may need information from the provider of the service. As a Member, You agree to authorize the Physician, Hospital, or other provider to release necessary information.

The Claims Administrator will consider such information confidential. However, the Plan and the Claims Administrator have the right to use this information to defend or explain a denied claim.

### **Explanation of Benefits**

After You receive medical care, You will generally receive an Explanation of Benefits (EOB). The EOB is a summary of the coverage You receive. The EOB is not a bill, but a statement sent by the Claims Administrator, to help You understand the coverage You are receiving. The EOB shows:

- total amounts charged for services/supplies received;
- the amount of the charges satisfied by Your coverage;

- the amount for which You are responsible (if any); and
- general information about Your Appeals rights and for ERISA plans, information regarding the right to bring an action after the Appeals process.

### **Unauthorized Use of Identification Card**

If You permit Your Identification Card to be used by someone else or if You use the card before coverage is in effect or after coverage has ended, You will be liable for payment of any expenses incurred resulting from the unauthorized use. Fraudulent misuse could also result in termination of the coverage.

Fraudulent statements on enrollment forms and/or claims for services or payment involving all media (paper or electronic) may invalidate any payment or claims for services and be grounds for voiding the Member's coverage. This includes fraudulent acts to obtain medical services and/or Prescription Drugs.

### **Assignment**

You authorize the Claims Administrator, on behalf of the Employer, to make payments directly to Providers for Covered Services. The Claims Administrator also reserves the right to make payments directly to You. Payments may also be made to, and notice regarding the receipt and/or adjudication of claims, an Alternate Recipient, or that person's custodial parent or designated representative. Any payments made by the Claims Administrator will discharge the Employer's obligation to pay for Covered Services. You cannot assign Your right to receive payment to anyone else, except as required by a "Qualified Medical Child Support Order" as defined by ERISA or any applicable Federal law.

Once a Provider performs a Covered Service, the Claims Administrator will not honor a request to withhold payment of the claims submitted.

The coverage and any benefits under the Plan are not assignable by any Member without the written consent of the Plan, except as provided above.

### **Questions About Coverage or Claims**

If You have questions about Your coverage, contact Your Plan Administrator or the Claims Administrator's Customer Service Department. Be sure to always give Your Member Identification number.

When asking about a claim, give the following information:

- identification number;
- patient's name and address;
- date of service and type of service received; and
- provider name and address (Hospital or Physician).

To find out if a Hospital or Physician is a Network Provider, call them directly or call the Claims Administrator.

The Plan does not supply You with a Hospital or Physician. In addition, neither the Plan nor the Claims Administrator is responsible for any Injuries or damages You may suffer due to actions of any Hospital, Physician or other person. In order to process Your claims, the Claims Administrator or the Plan Administrator may request additional information about the medical treatment You received and/or other group health insurance You may have. This information will be treated confidentially.

An oral explanation of Your benefits by an employee of the Claims Administrator, Plan Administrator or Plan Sponsor is not legally binding.

Any correspondence mailed to You will be sent to Your most current address. You are responsible for notifying the Plan Administrator or the Claims Administrator of Your new address.

## YOUR RIGHT TO APPEAL

For purposes of these Appeal provisions, "claim for benefits" means a request for benefits under the plan. The term includes both pre-service and post-service claims.

- A pre-service claim is a claim for benefits under the plan for which You have not received the benefit or for which You may need to obtain approval in advance.
- A post-service claim is any other claim for benefits under the plan for which You have received the service.

If Your claim is denied or if Your coverage is rescinded:

- You will be provided with a written notice of the denial or rescission; and
- You are entitled to a full and fair review of the denial or rescission.

The procedure the Claims Administrator will follow will satisfy the requirements for a full and fair review under applicable federal regulations.

### **Notice of Adverse Benefit Determination**

If Your claim is denied, the Claims Administrator's notice of the adverse benefit determination (denial) will include:

- information sufficient to identify the claim involved;
- the specific reason(s) for the denial;
- a reference to the specific plan provision(s) on which the Claims Administrator's determination is based;
- a description of any additional material or information needed to perfect Your claim;
- an explanation of why the additional material or information is needed;
- a description of the plan's review procedures and the time limits that apply to them, including a statement of Your right to bring a civil action under ERISA if You appeal and the claim denial is upheld;
- information about any internal rule, guideline, protocol, or other similar criterion relied upon in making the claim determination and about Your right to request a copy of it free of charge, along with a discussion of the claims denial decision; and
- information about the scientific or clinical judgment for any determination based on medical necessity or experimental treatment, or about Your right to request this explanation free of charge, along with a discussion of the claims denial decision.
- the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman who may assist You

For claims involving urgent/concurrent care:

- the Claims Administrator's notice will also include a description of the applicable urgent/concurrent review process; and
- the Claims Administrator may notify You or Your authorized representative within 72 hours orally and then furnish a written notification.

### **Appeals**

You have the right to appeal an adverse benefit determination (claim denial or rescission of coverage). You or Your authorized representative must file Your appeal within 180 calendar days after You are notified of the denial or rescission. You will have the opportunity to submit written comments, documents, records, and other information supporting Your claim. The Claims Administrator's review of Your claim will take into account all information You submit, regardless of whether it was submitted or considered in the initial benefit determination.

- The Claims Administrator shall offer a single mandatory level of appeal and an additional voluntary second level of appeal which may be a panel review, independent review, or other process consistent

with the entity reviewing the appeal. The time frame allowed for the Claims Administrator to complete its review is dependent upon the type of review involved (e.g., pre-service, concurrent, post-service, urgent, etc.).

**For pre-service claims involving urgent/concurrent care**, You may obtain an expedited appeal. You or Your authorized representative may request it orally or in writing. All necessary information, including the Claims Administrator's decision, can be sent between the Claims Administrator and You by telephone, facsimile or other similar method. To file an appeal for a claim involving urgent/concurrent care, You or Your authorized representative must contact the Claims Administrator at the number shown on Your identification card and provide at least the following information:

- the identity of the claimant;
- the date (s) of the medical service;
- the specific medical condition or symptom;
- the provider's name;
- the service or supply for which approval of benefits was sought; and
- any reasons why the appeal should be processed on a more expedited basis.

**All other requests for appeals** should be submitted in writing by the *Member* or the *Member's authorized representative*, except where the acceptance of oral *appeals* is otherwise required by the nature of the *appeal* (e.g., urgent care). You or Your authorized representative must submit a request for review to:

Anthem Blue Cross and Blue Shield, ATTN: Appeals, P.O. Box 105568, Atlanta, Georgia 30348

**You must include Your Member Identification Number when submitting an appeal.**

Upon request, the Claims Administrator will provide, without charge, reasonable access to, and copies of, all documents, records, and other information relevant to Your claim. "Relevant" means that the document, record, or other information:

- was relied on in making the benefit determination; or
- was submitted, considered, or produced in the course of making the benefit determination; or
- demonstrates compliance with processes and safeguards to ensure that claim determinations are made in accordance with the terms of the plan, applied consistently for similarly-situated claimants; or
- is a statement of the plan's policy or guidance about the treatment or benefit relative to Your diagnosis.

The Claims Administrator will also provide You, free of charge, with any new or additional evidence considered, relied upon, or generated in connection with Your claim. In addition, before You receive an adverse benefit determination on review based on a new or additional rationale, the Claims Administrator will provide You, free of charge, with the rationale.

**For Out of State Appeals** You have to file Provider appeals with the Host Plan. This means Providers must file appeals with the same plan to which the claim was filed.

### **How Your Appeal will be Decided**

When the Claims Administrator considers Your appeal, the Claims Administrator will not rely upon the initial benefit determination or, for voluntary second-level appeals, to the earlier appeal determination. The review will be conducted by an appropriate reviewer who did not make the initial determination and who does not work for the person who made the initial determination. A voluntary second-level review will be conducted by an appropriate reviewer who did not make the initial determination or the first-level appeal determination and who does not work for the person who made the initial determination or first-level appeal determination.

If the denial was based in whole or in part on a medical judgment, including whether the treatment is experimental, investigational, or not medically necessary, the reviewer will consult with a health care professional who has the appropriate training and experience in the medical field involved in making the judgment. This health care professional will not be one who was consulted in making an earlier determination or who works for one who was consulted in making an earlier determination.

#### **Notification of the Outcome of the Appeal**

**If You appeal a claim involving urgent/concurrent care**, the Claims Administrator will notify You of the outcome of the appeal as soon as possible, but not later than 72 hours after receipt of Your request for appeal.

**If You appeal any other pre-service claim**, the Claims Administrator will notify You of the outcome of the appeal within 30 days after receipt of Your request for appeal.

**If You appeal a post-service claim**, the Claims Administrator will notify You of the outcome of the appeal within 30 days after receipt of Your request for appeal.

#### **Appeal Denial**

If Your appeal is denied, that denial will be considered an adverse benefit determination. The notification from the Claims Administrator will include all of the information set forth in the above section entitled "Notice of Adverse Benefit Determination."

#### **Voluntary Second Level Appeals**

If You are dissatisfied with the Plan's mandatory first level appeal decision, a voluntary second level appeal may be available. If You would like to initiate a second level appeal, please write to the address listed above. Voluntary appeals must be submitted within 30 calendar days of the denial of the first level appeal. You are not required to complete a voluntary second level appeal prior to submitting a request for an independent External Review.

#### **Voluntary Third Level Appeals**

After you have received a voluntary second level appeal, you have the right to request in writing, a voluntary third level appeal through the University of Kentucky. You have 30 days to submit a request for a third level of review. Send a written request to: The Associate Vice President, Human Resource Services, The University of Kentucky, 101 Scovell Hall, Lexington, KY 40506. Include any additional information you have that supports the request. You don't have to send the information from the first or second level appeal.

#### **External Review**

If the outcome of the mandatory first level appeal is adverse to You and it was based on medical judgment, You may be eligible for an independent External Review pursuant to federal law.

You must submit Your request for External Review to the Claims Administrator within 45 days the notice of Your final internal adverse determination.

A request for a External Review must be in writing unless the Claims Administrator determines that it is not reasonable to require a written statement. You do not have to re-send the information that You submitted for internal appeal. However, You are encouraged to submit any additional information that You think is important for review.

For pre-service claims involving urgent/concurrent care, You may proceed with an Expedited External Review without filing an internal appeal or while simultaneously pursuing an expedited appeal through the Claims Administrator's internal appeal process. You or Your authorized representative may request it orally or in writing. All necessary information, including the Claims Administrator's decision, can be sent between the Claims Administrator and You by telephone, facsimile or other similar method. To proceed with an Expedited External Review, You or Your authorized representative must contact the Claims Administrator at the number shown on Your identification card and provide at least the following

information:

- the identity of the claimant;
- the date (s) of the medical service;
- the specific medical condition or symptom;
- the provider's name;
- the service or supply for which approval of benefits was sought; and
- any reasons why the appeal should be processed on a more expedited basis.

All other requests for External Review should be submitted in writing unless the Claims Administrator determines that it is not reasonable to require a written statement. Such requests should be submitted by You or Your authorized representative to:

Anthem Blue Cross and Blue Shield, ATTN: Appeals, P.O. Box 105568, Atlanta, Georgia 30348

**You must include Your Member Identification Number when submitting an appeal.**

This is not an additional step that You must take in order to fulfill Your appeal procedure obligations described above. Your decision to seek External Review will not affect Your rights to any other benefits under this health care plan. There is no charge for You to initiate an independent External Review. The External Review decision is final and binding on all parties except for any relief available through applicable state laws or ERISA.

**Requirement to file an Appeal before filing a lawsuit**

No lawsuit or legal action of any kind related to a benefit decision may be filed by You in a court of law or in any other forum, unless it is commenced within three years of the Plan's final decision on the claim or other request for benefits. If the Plan decides an appeal is untimely, the Plan's latest decision on the merits of the underlying claim or benefit request is the final decision date. You must exhaust the Plan's internal Appeals Procedure but not including any voluntary level of appeal, before filing a lawsuit or taking other legal action of any kind against the Plan. If Your health benefit plan is sponsored by Your employer and subject to the Employee Retirement Income Security Act of 1974 (ERISA) and Your appeal as described above results in an adverse benefit determination, You have a right to bring a civil action under Section 502(a) of ERISA.

**The Claims Administrator reserves the right to modify the policies, procedures and timeframes in this section upon further clarification from Department of Health and Human Services and Department of Labor.**

## COORDINATION OF BENEFITS (COB)

This Coordination of Benefits (COB) provision applies when You have health care coverage under more than one Plan.

Please note that several terms specific to this provision are listed below. Some of these terms have different meanings in other parts of the Benefit Booklet, e.g., Plan. For this provision only, "Plan" will have the meanings as specified below. In the rest of the Benefit Booklet, Plan has the meaning listed in the **Definitions** section.

The order of benefit determination rules determine the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits according to its policy terms regardless of the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable expense.

The Allowable expense under COB is generally the higher of the Primary and Secondary Plans' allowable amounts. A Network Provider can bill You for any remaining Coinsurance and/or Copayment under the higher of the Plans' allowable amounts. This higher allowable amount may be more than the Plan's Maximum Allowable Amount.

### COB DEFINITIONS

**Plan** is 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.

1. Plan includes: Group and non group insurance contracts and subscriber contracts; Health maintenance organization (HMO) contracts; Uninsured arrangements of group or group-type coverage; Coverage under group or non group closed panel plans; Group-type contracts; Medical care components of long term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts (whether "fault" or "no fault"); Other governmental benefits, except for Medicare, Medicaid or a government plan that, by law, provides benefits that are in excess of those of any private insurance plan or other nongovernmental plan.
2. Plan does not include: Accident only coverage; Specified disease or specified accident coverage; Limited health benefit coverage; Benefits for non-medical components of long term care policies; Hospital indemnity coverage benefits or other fixed indemnity coverage; School accident-type coverages covering grammar, high school, and college students for accidents only, including athletic injuries, either on a twenty-four (24) hour or "to and from school" basis; and Medicare supplement policies.

Each contract for coverage under items 1. or 2. above 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.

**This Plan** means the part of the contract providing health care benefits that the COB provision applies to and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from This Plan. 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.

The order of benefit determination rules determine whether This Plan is a Primary Plan or Secondary Plan when You have health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This Plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expense.

**Allowable expense** is a health care expense, including Coinsurance and Copayments, that is covered at least in part by any Plan covering You. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense that is not covered by any Plan covering You 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 You is not an Allowable expense; however, if a Provider has a contractual agreement with both the Primary and Secondary Plans, then the higher of the contracted fees is the Allowable expense, and the Provider may charge up to the higher contracted fee.

The following are non Allowable expenses:

1. The difference between the cost of a semi-private Hospital room and a private Hospital room is not an Allowable expense, unless one of the Plans provides coverage for private Hospital room expenses.
2. If You are covered by 2 or more Plans that calculate their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement methods, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.
3. If You are covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.
4. If You are covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement will be the Allowable expense for all Plans. However, if the Provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment will be the Allowable expense used by the Secondary Plan to determine its benefits.
5. The amount that is subject to the Primary high-Deductible health plan's Deductible, if the Claims Administrator has been advised by You that all Plans covering You are high-Deductible health plans and You intend to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code of 1986.

**Closed panel plan** is a Plan that provides health care benefits primarily in the form of services through a panel of Providers that contract 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** is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

## **ORDER OF BENEFIT DETERMINATION RULES**

When You are covered by two or more Plans, the rules for determining the order of benefit payments are:

The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

1. Except as provided in Paragraph 2. below, a Plan that does not contain a Coordination of Benefits provision that is consistent with this COB provision is always primary unless the provisions of both Plans state that the complying Plan is primary.
2. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage will be excess to any



other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are placed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed panel plan to provide Out-of-Network benefits.

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.

Each Plan determines its order of benefits using the first of the following rules that apply:

**Rule 1 - Non-Dependent or Dependent.** The Plan that covers You other than as a Dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary Plan, and the Plan that covers You as a Dependent is the Secondary Plan. However, if You are a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering You as a Dependent and primary to the Plan covering You as other than a Dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering You as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan covering You as a Dependent is the Primary Plan.

**Rule 2 - 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:

1. 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; or
  - if both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
2. For a Dependent child whose parents are divorced or 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 Dependent 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. This rule applies to plan years commencing 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 provisions of 1. above will determine the order of benefits;
  - 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 provisions of 1. above will determine the order of benefits; or
  - If there is no court decree assigning 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.
3. For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of item 1. above will determine the order of benefits as if those individuals were the parents of the child.

**Rule 3 - Active Employee or Retired or Laid-off Employee.** The Plan that covers You as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan also covering You as a retired or laid-off employee is the Secondary Plan. The same would hold true if You are a Dependent of an active employee and You are 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 “Rule 1 - Non-Dependent or Dependent” can determine the order of benefits.

**Rule 4 - COBRA.** If You are covered under COBRA or under a right of continuation provided by other federal law and are covered under another Plan, the Plan covering You as an employee, member, subscriber or retiree or covering You as a Dependent of an employee, member, subscriber or retiree is the Primary Plan and the COBRA 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 “Rule 1 - Non-Dependent or Dependent” can determine the order of benefits. This rule does not apply when the person is covered either: (a) as a non- Dependent under both Plans (i.e. the person is covered under a right of continuation as a qualified beneficiary who, on the day before a qualifying event, was covered under the group health plan as an employee or as a retired employee and is covered under his or her own Plan as an employee, member, subscriber or retiree); or (b) as a Dependent under both plans (i.e. the person is covered under a right of continuation as a qualified beneficiary who, on the day before a qualifying event, was covered under the group health plan as a Dependent of an employee, member or subscriber or retired employee and is covered under the other plan as a Dependent of an employee, member, subscriber or retiree).

**Rule 5 - Longer or Shorter Length of Coverage.** The Plan that covered You longer is the Primary Plan and the Plan that covered You the shorter period of time is the Secondary Plan.

**Rule 6 -** If the preceding rules do not determine the order of benefits, the Allowable expenses will 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.

#### **EFFECT ON THE BENEFITS OF THIS PLAN**

When a Member is covered under two or more Plans which together pay more than this Plan’s benefits, the Plan will pay this Plan’s benefits according to the Order of Benefit Determination Rules. This Plan’s benefit payments will not be affected when it is Primary. However, when this Plan is Secondary under the Order of Benefit Determination Rules, benefits payable by this Plan will be reduced by the combined benefits of all other Plans covering You or Your Dependent.

When the benefits of this Plan are reduced, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Plan. If this Plan is secondary, the combined benefits of this Plan and the other Plan will never exceed what would have been provided by this Plan if primary. No benefits will be provided by this Plan when the amount paid by the other Plan is equal to or greater than the amount this Plan would have paid if Primary.

If You are enrolled in two or more Closed panel plans and if, for any reason, including the provision of service by a non-panel Provider, benefits are not payable by one Closed panel plan, COB will not apply between that Plan and other Closed panel plans.

#### **RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. The Claims Administrator may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. The Claims Administrator need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Claims Administrator any facts the Claims Administrator need to apply those rules and determine benefits payable.

## **FACILITY OF PAYMENT**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, This Plan may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. This Plan will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

## **RIGHT OF RECOVERY**

If the amount of the payments made by This Plan is more than should have paid under this COB provision, the Plan may recover the excess from one or more of the persons:

1. the Plan has paid or for whom the Plan have paid; or
2. any other person or organization that may be responsible for the benefits or services provided for the Member.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## **When a Covered Person Qualifies for Medicare**

### **Determining Which Plan is Primary**

To the extent permitted by law, this Plan will pay Benefits second to Medicare when You become eligible for Medicare, even if You don't elect it. There are, however, Medicare-eligible individuals for whom the Plan pays Benefits first and Medicare pays benefits second:

- Subscribers with active current employment status age 65 or older and their Spouses age 65 or older; and
- individuals with end-stage renal disease, for a limited period of time.

### **Determining the Allowable Expense When This Plan is Secondary to Medicare**

If this Plan is secondary to Medicare, the Medicare approved amount is the Allowable Expense, as long as the Provider accepts Medicare. If the Provider does not accept Medicare, the Medicare limiting charge (the most a Provider can charge You if they don't accept Medicare) will be the Allowable Expense. Medicare payments, combined with Plan Benefits, will not exceed 100% of the total Allowable Expense.

If You are eligible for, but not enrolled in, Medicare, and this Plan is secondary to Medicare, Benefits payable under this Plan will be reduced by the amount that would have been paid if You had been enrolled in Medicare.

## SUBROGATION AND REIMBURSEMENT

These provisions apply when the Plan pays benefits as a result of injuries or illnesses You sustained and You have a right to a Recovery or have received a Recovery from any source.

### Recovery

A "Recovery" includes, but is not limited to, monies received from any person or party, any person's or party's liability insurance, uninsured/underinsured motorist proceeds, workers' compensation insurance or fund, "no-fault" insurance and/or automobile medical payments coverage, whether by lawsuit, settlement or otherwise. Regardless of how You or Your representative or any agreements characterize the money You receive as a Recovery, it shall be subject to these provisions.

### Subrogation

The Plan has the right to recover payments it makes on Your behalf from any party responsible for compensating You for Your illnesses or injuries. The following apply:

- The Plan has first priority from any Recovery for the full amount of benefits it has paid regardless of whether You are fully compensated, and regardless of whether the payments You receive make You whole for Your losses, illnesses and/or injuries.
- You and Your legal representative must do whatever is necessary to enable the Plan to exercise the Plan's rights and do nothing to prejudice those rights.
- In the event that You or Your legal representative fail to do whatever is necessary to enable the Plan to exercise its subrogation rights, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan.
- The Plan has the right to take whatever legal action it sees fit against any person, party or entity to recover the benefits paid under the Plan.
- To the extent that the total assets from which a Recovery is available are insufficient to satisfy in full the Plan's subrogation claim and any claim held by You, the Plan's subrogation claim shall be first satisfied before any part of a Recovery is applied to Your claim, Your attorney fees, other expenses or costs.
- The Plan is not responsible for any attorney fees, attorney liens, other expenses or costs You incur without the Plan's prior written consent. The "common fund" doctrine does not apply to any funds recovered by any attorney You hire regardless of whether funds recovered are used to repay benefits paid by the Plan.

### Reimbursement

If You obtain a Recovery and the Plan has not been repaid for the benefits the Plan paid on Your behalf, the Plan shall have a right to be repaid from the Recovery in the amount of the benefits paid on Your behalf and the following provisions will apply:

- You must reimburse the Plan from any Recovery to the extent of benefits the Plan paid on Your behalf regardless of whether the payments You receive make You whole for Your losses, illnesses and/or injuries.
- Notwithstanding any allocation or designation of Your Recovery (e.g., pain and suffering) made in a settlement agreement or court order, the Plan shall have a right of full recovery, in first priority, against any Recovery. Further, the Plan's rights will not be reduced due to Your negligence.
- You and Your legal representative must hold in trust for the Plan the proceeds of the gross Recovery (*i.e.*, the total amount of Your Recovery before attorney fees, other expenses or costs) to be paid to the Plan immediately upon Your receipt of the Recovery. You must reimburse the Plan, in first priority and without any set-off or reduction for attorney fees, other expenses or costs. The "common fund" doctrine does not apply to any funds recovered by any attorney You hire regardless of whether funds recovered are used to repay benefits paid by the Plan.
- If You fail to repay the Plan, the Plan shall be entitled to deduct any of the unsatisfied portion of the amount of benefits the Plan has paid or the amount of Your Recovery whichever is less, from any future benefit under the Plan if:

1. the amount the Plan paid on Your behalf is not repaid or otherwise recovered by the Plan; or
  2. You fail to cooperate.
- In the event that You fail to disclose the amount of Your settlement to the Plan, the Plan shall be entitled to deduct the amount of the Plan's lien from any future benefit under the Plan.
  - The Plan shall also be entitled to recover any of the unsatisfied portions of the amount the Plan has paid or the amount of Your Recovery, whichever is less, directly from the Providers to whom the Plan has made payments on Your behalf. In such a circumstance, it may then be Your obligation to pay the Provider the full billed amount, and the Plan will not have any obligation to pay the Provider or reimburse You.
  - The Plan is entitled to reimbursement from any Recovery, in first priority, even if the Recovery does not fully satisfy the judgment, settlement or underlying claim for damages or fully compensate You or make You whole.

#### **Your Duties**

- You must notify the Plan promptly of how, when and where an accident or incident resulting in personal Injury or illness to You occurred and all information regarding the parties involved.
- You must cooperate with the Plan in the investigation, settlement and protection of the Plan's rights. In the event that You or Your legal representative fail to do whatever is necessary to enable the Plan to exercise its subrogation or reimbursement rights, the Plan shall be entitled to deduct the amount the Plan paid from any future benefits under the Plan.
- You must not do anything to prejudice the Plan's rights.
- You must send the Plan copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal Injury or illness to You.
- You must promptly notify the Plan if You retain an attorney or if a lawsuit is filed on Your behalf.

The Plan Sponsor has sole discretion to interpret the terms of the Subrogation and Reimbursement provision of this Plan in its entirety and reserves the right to make changes as it deems necessary.

If the covered person is a minor, any amount recovered by the minor, the minor's trustee, guardian, parent, or other representative, shall be subject to this provision. Likewise, if the covered person's relatives, heirs, and/or assignees make any Recovery because of injuries sustained by the covered person, that Recovery shall be subject to this provision.

The Plan shall be secondary in coverage to any medical payments provision, no-fault automobile insurance policy or personal Injury protection policy regardless of any election made by You to the contrary. The Plan shall also be secondary to any excess insurance policy, including, but not limited to, school and/or athletic policies.

The Plan is entitled to recover its attorney's fees and costs incurred in enforcing this provision.

## GENERAL INFORMATION

### **Entire Agreement**

This Benefit Booklet, the Administrative Services Agreement, the Employer's application, any Riders, Endorsements or attachments, and the individual applications of the Subscribers and Members, if any, constitute the entire agreement between the Claims Administrator and the Employer and as of the Effective Date, supersede all other agreements between the parties. Any and all statements made to the Claims Administrator by the Employer, and any and all statements made to the Employer by the Claims Administrator, are representations and not warranties, and no such statement unless it is contained in a written application for coverage under the Plan, shall be used in defense to a claim under the Plan.

### **Form or Content of Benefit Booklet**

No agent or employee of the Claims Administrator is authorized to change the form or content of this Benefit Booklet. Such changes can be made only through an endorsement authorized and signed by an officer of the Employer.

### **Circumstances Beyond the Control of the Plan**

The Claims Administrator shall make a good-faith effort to arrange for an alternative method of administering benefits. In the event of circumstances not within the control of the Claims Administrator or Employer, including but not limited to: a major disaster, epidemic, the complete or partial destruction of facilities, riot, civil insurrection, labor disputes not within the control of the Claims Administrator, disability of a significant part of a Network Provider's personnel or similar causes, or the rendering of health care services provided by the Plan is delayed or rendered impractical the Claims Administrator shall make a good-faith effort to arrange for an alternative method of administering benefits. In such event, the Claims Administrator and Network Providers shall administer and render services under the Plan insofar as practical, and according to their best judgment; but the Claims Administrator and Network Providers shall incur no liability or obligation for delay, or failure to administer or arrange for services if such failure or delay is caused by such an event.

### **Protected Health Information Under HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Privacy Regulations issued under HIPAA, contain provisions designed to protect the privacy of certain individually identifiable health information. Your Employer's Group Health Plan has a responsibility under the HIPAA Privacy Regulations to provide You with a Notice of Privacy Practices. This notice sets forth the Employer's rules regarding the disclosure of Your information and details about a number of individual rights You have under the Privacy Regulations. As the Claims Administrator of Your Employer's Plan, Anthem has also adopted a number of privacy practices and has described those in its Privacy Notice. If You would like a copy of Anthem's Notice, contact the customer service number on Your Identification Card.

### **Workers' Compensation**

The benefits under the Plan are not designed to duplicate any benefit for which Members are eligible under the Workers' Compensation Law. All sums paid or payable by Workers' Compensation for services provided to a Member shall be reimbursed by, or on behalf of, the Member to the Plan to the extent the Plan has made or makes payment for such services. It is understood that coverage hereunder is not in lieu of, and shall not affect, any requirements for coverage under Workers' Compensation or equivalent employer liability or indemnification law.

### **Other Government Programs**

Except insofar as applicable law would require the Plan to be the primary payor, the benefits under the Plan shall not duplicate any benefits to which Members are entitled, or for which they are eligible under

any other governmental program. To the extent the Plan has duplicated such benefits, all sums payable under such programs for services to Members shall be paid by or on behalf of the Member to the Plan.

## Medicare Program

When You are eligible for the Medicare program and Medicare is allowed by federal law to be the primary payor, the benefits described in this Benefit Description will be reduced by the amount of benefits allowed under Medicare for the same *Covered Services*. This reduction will be made whether or not You actually receive the benefits from Medicare. For the purposes of the calculation of benefits, if the Member has not enrolled in Medicare Part B, the Plan will calculate benefits as if they had enrolled.

- **If You Are Under Age 65 With End Stage Renal Disease (ESRD)**

If You are under age 65 and eligible for Medicare only because of ESRD (permanent kidney failure), the Plan will provide the benefits described in this Benefit Description before Medicare benefits. This includes the Medicare "three month waiting period" and the additional **30 months** after the Medicare effective date. After 33 months, the benefits described in this Benefit Description will be reduced by the amount that Medicare allows for the same *Covered Services*.

- **If You Are Under Age 65 With Other Disability**

If You are under age 65 and eligible for Medicare only because of a disability other than ESRD, the Plan will provide the benefits described in this Benefit Description before Medicare benefits. This is the case **only** if You are the actively employed *Subscriber* or the enrolled Spouse or child of the actively employed Subscriber.

- **If You Are Age 65 or Older**

If You are age 65 or older and eligible for Medicare only because of age, the Plan will provide the benefits described in this Benefit Description before Medicare. This can be the case **only** if You are an actively employed Subscriber or the enrolled Spouse of the actively employed Subscriber.

## Right of Recovery

Whenever payment has been made in error, the Plan will have the right to recover such payment from You or, if applicable, the Provider. In the event the Plan recovers a payment made in error from the Provider, except in cases of fraud, the Plan will only recover such payment from the Provider during the 24 months after the date the Plan made the payment on a claim submitted by the Provider. The Plan reserves the right to deduct or offset any amounts paid in error from any pending or future claim. The cost share amount shown in Your Explanation of Benefits is the final determination and You will not receive notice of an adjusted cost share amount as a result of such recovery activity.

The Claims Administrator has oversight responsibility for compliance with Provider and vendor and Subcontractor contracts. The Claims Administrator may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider, Vendor, or Subcontractor resulting from these audits if the return of the overpayment is not feasible. The Claims Administrator has established recovery policies to determine which recoveries are to be pursued, when to incur costs and expenses and settle or compromise recovery amounts. The Claims Administrator will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. The Claims Administrator may not provide You with notice of overpayments made by the Plan or You if the recovery method makes providing such notice administratively burdensome.

## Relationship of Parties (Employer-Member-Claims Administrator)

Neither the Employer nor any Member is the agent or representative of the Claims Administrator.

The Employer is fiduciary agent of the Member. The Claims Administrator's notice to the Employer will constitute effective notice to the Member. It is the Employer's duty to notify the Claims Administrator of eligibility data in a timely manner. The Claims Administrator is not responsible for payment of Covered Services of Members if the Employer fails to provide the Claims Administrator with timely notification of Member enrollments or terminations.

## **Anthem Note**

The Employer, on behalf of itself and its Members, hereby expressly acknowledges its understanding that the Administrative Services Agreement (which includes this Benefit Booklet) constitutes a contract solely between the Employer and Anthem and that Anthem is an independent corporation licensed to use the Blue Cross and Blue Shield names and marks in the State of Kentucky. The Blue Cross and Blue Shield marks are registered by the Blue Cross and Blue Shield Association, an association of independently licensed Blue Cross and Blue Shield plans, with the U.S. Patent and Trademark Office in Washington, D.C. and in other countries. Further, Anthem is not contracting as the agent of the Blue Cross and Blue Shield Association or any other Blue Cross and/or Blue Shield Plan or licensee. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of the Administrative Services Agreement or this Benefit Booklet.

## **Notice**

Any notice given under the Plan shall be in writing. The notices shall be sent to: The Employer at its principal place of business; to You at the Subscriber's address as it appears on the records or in care of the Employer.

## **Modifications or Changes in Coverage**

The Plan Sponsor may change the benefits described in this Benefit Booklet and the Member will be informed of such changes as required by law. This Benefit Booklet shall be subject to amendment, modification, and termination in accordance with any of its provisions by the Employer, or by mutual agreement between the Claims Administrator and the Employer without the consent or concurrence of any Member. By electing medical and Hospital benefits under the Plan or accepting the Plan benefits, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions, and provisions hereof.

## **Fraud**

Fraudulent statements on Plan enrollment forms or on electronic submissions will invalidate any payment or claims for services and be grounds for voiding the Member's coverage.

## **Acts Beyond Reasonable Control (Force Majeure)**

Should the performance of any act required by this coverage be prevented or delayed by reason of any act of God, strike, lock-out, labor troubles, restrictive government laws or regulations, or any other cause beyond a party's control, the time for the performance of the act will be extended for a period equivalent to the period of delay, and non-performance of the act during the period of delay will be excused. In such an event, however, all parties shall use reasonable efforts to perform their respective obligations.

The Claims Administrator will adhere to the Plan Sponsor's instructions and allow the Plan Sponsor to meet all of the Plan Sponsor's responsibilities under applicable state and federal law. It is the Plan Sponsor's responsibility to adhere to all applicable state and federal laws and the Claims Administrator does not assume any responsibility for compliance.

## **Conformity with Law**

Any provision of the Plan which is in conflict with the applicable federal laws and regulations is hereby amended to conform with the minimum requirements of such laws.

## **Clerical Error**

Clerical error, whether of the Claims Administrator or the Employer, in keeping any record pertaining to this coverage will not invalidate coverage otherwise validly in force or continue benefits otherwise validly terminated.



## **Policies and Procedures**

The Claims Administrator, on behalf of the Employer, may adopt reasonable policies, procedures, rules and interpretations to promote the orderly and efficient administration of the Plan with which a Member shall comply.

Under the terms of the Administrative Service Agreement with Your Employer, the Claims Administrator has the authority, in its discretion, to institute from time to time, utilization management, care management, disease management or wellness pilot initiatives in certain designated geographic areas. These pilot initiatives are part of the Claims Administrator's ongoing effort to find innovative ways to make available high quality and more affordable healthcare. A pilot initiative may affect some, but not all Members under the Plan. These programs will not result in the payment of benefits which are not provided in the Employer's Group Health Plan, unless otherwise agreed to by the Employer. The Claim's Administrator reserves the right to discontinue a pilot initiative at any time without advance notice to Employer.

## **Value-Added Programs**

The Claims Administrator may offer health or fitness related programs to Members, through which You may access discounted rates from certain vendors for products and services available to the general public. Products and services available under this program are not Covered Services under the Plan but are in addition to plan benefits. As such, program features are not guaranteed under Your Employer's Group health Plan and could be discontinued at any time. The Claims Administrator does not endorse any vendor, product or service associated with this program. Program vendors are solely responsible for the products and services You receive.

## **Waiver**

No agent or other person, except an authorized officer of the Employer, has authority to waive any conditions or restrictions of the Plan, to extend the time for making a payment to the Plan, or to bind the Plan by making any promise or representation or by giving or receiving any information.

## **Employer's Sole Discretion**

The Employer may, in its sole discretion, cover services and supplies not specifically covered by the Plan. This applies if the Employer, with advice from the Claims Administrator, determines such services and supplies are in lieu of more expensive services and supplies which would otherwise be required for the care and treatment of a Member.

## **Reservation of Discretionary Authority**

The Claims Administrator shall have all the powers necessary or appropriate to enable it to carry out its duties in connection with the operation of the Plan and interpretation of the Benefit Booklet. This includes, without limitation, the power to construe the Administrative Services Agreement, to determine all questions arising under the Plan, to resolve Member Appeals and to make, establish and amend the rules, regulations and procedures with regard to the interpretation of the Benefit Booklet of the Plan. A specific limitation or exclusion will override more general benefit language. Anthem has complete discretion to interpret the Benefit Booklet. The Claims Administrator's determination shall be final and conclusive and may include, without limitation, determination of whether the services, treatment, or supplies are Medically Necessary, Experimental/Investigative, whether surgery is cosmetic, and whether charges are consistent with the Plan's Maximum Allowed Amount. A Member may utilize all applicable Appeals procedures.

## **Care Received Outside the United States**

You will receive Plan benefits for emergency care and treatment received outside the United States. Plan provisions will apply. Any care received must be a Covered Service. Please pay the provider of service at the time You receive treatment and obtain appropriate documentation of services received including bills, receipts, letters and medical narrative. This information should be submitted with Your claim. All

services will be subject to appropriateness of care. The Plan will reimburse You directly. Payment will be based on the Maximum Allowed Amount. Assignments of benefits to foreign providers or facilities cannot be honored.

You may be required to complete an authorization form in order to have Your claims and other personal information sent to the Claims Administrator when You receive care in foreign countries. Failure to submit such authorizations may prevent foreign providers from sending Your claims and other personal information to the Claims Administrator.

### **Governmental Health Care Programs**

Under federal law, for groups with 20 or more Employees, all active Employees (regardless of age) can remain on the Group's Health Plan and receive group benefits as primary coverage. Also, Spouses (regardless of age) of active Employees can remain on the Group's Health Plan and receive group benefits as primary coverage. Direct any questions about Medicare eligibility and enrollment to Your local Social Security Administration office.

## WHEN COVERAGE TERMINATES

### **Termination of Coverage (Individual)**

Membership for You and Your enrolled family members may be continued as long as You are employed by the Employer and meet eligibility requirements. It ceases if Your employment ends, if You no longer meet eligibility requirements, if the Plan ceases, or if You fail to make any required contribution toward the cost of Your coverage. In any case, Your coverage would end at the expiration of the period covered by Your last contribution.

Coverage of an enrolled child ceases at the end of the month when the child attains the age 26. Coverage of a disabled child over age 26 ceases if the child is found to be no longer totally or permanently disabled.

Should You or any family Members be receiving covered care in the Hospital at the time Your membership terminates for reasons other than Your Employer's cancellation of this Plan, or failure to pay the required Premiums, benefits for Hospital Inpatient care will be provided until the date You are discharged from the Hospital.

### **Certification of Prior Creditable Coverage**

If Your coverage under this Plan is terminated, You and Your covered Dependents will receive a certification that shows Your period of coverage under this health benefit plan. You may need to furnish the certification if You become eligible under another group health plan. You may also need the certification to buy, for yourself or Your family, an individual policy that does not exclude coverage for medical conditions that were present before Your enrollment. You and Your Dependents may request a certification within 24 months of losing coverage under this health benefit plan.

You may also request a certification be provided to You at any other time, even if You have not lost coverage under this plan. If You have any questions, contact the customer service telephone number listed on Your Identification Card.

### **Continuation of Coverage (Federal Law-COBRA)**

If Your coverage ends under the Plan, You may be entitled to elect continuation coverage in accordance with federal law. If Your employer normally employs 20 or more people, and Your employment is terminated for any reason other than gross misconduct You may elect from 18-36 months of continuation benefits. You should contact Your Employer if You have any questions about Your COBRA rights.

### **Qualifying events for Continuation Coverage under Federal Law (COBRA)**

COBRA continuation coverage is available when Your group coverage would otherwise end because of certain "qualifying events." After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, Your Spouse and Your Dependent children could become qualified beneficiaries if covered on the day before the qualifying event and group coverage would be lost because of the qualifying event. Qualified beneficiaries who elect COBRA must pay for this COBRA continuation coverage.

This benefit entitles each member of Your family who is enrolled in the company's employee welfare benefit plan to elect continuation independently. Each qualified beneficiary has the right to make independent benefit elections at the time of annual enrollment. Covered Subscribers may elect COBRA continuation coverage on behalf of their Spouses, and parents or legal guardians may elect COBRA continuation coverage on behalf of their children. A child born to, or placed for adoption with, a covered Subscriber during the period of continuation coverage is also eligible for election of continuation coverage.

Initial Qualifying Event	Length of Availability of Coverage
<p><b><u>For Employees:</u></b>  Voluntary or Involuntary Termination (other than gross misconduct) or Reduction In Hours Worked</p>	18 months
<p><b><u>For Spouses/ Dependents:</u></b>  A Covered Employee's Voluntary or Involuntary Termination (other than gross misconduct) or Reduction In Hours Worked</p> <p>Covered Employee's Entitlement to Medicare</p> <p>Divorce or Legal Separation</p> <p>Death of a Covered Employee</p>	<p>18 months</p> <p>36 months</p> <p>36 months</p> <p>36 months</p>
<p><b><u>For Dependents:</u></b>  Loss of Dependent Child Status</p>	36 months

Continuation coverage stops before the end of the maximum continuation period if the Member becomes entitled to Medicare benefits. If a continuing beneficiary becomes entitled to Medicare benefits, then a qualified beneficiary – other than the Medicare beneficiary – is entitled to continuation coverage for no more than a total of 36 months. (For example, if You become entitled to Medicare prior to termination of employment or reduction in hours, COBRA continuation coverage for Your Spouse and children can last up to 36 months after the date of Medicare entitlement.)

**Second qualifying event**

If Your family has another qualifying event (such as a legal separation, divorce, etc.) during the initial 18 months of COBRA continuation coverage, Your Spouse and Dependent children can receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months from the original qualifying event. Such additional coverage is only available if the second qualifying event would have caused Your Spouse or Dependent children to lose coverage under the Plan had the first qualifying event not occurred. A qualified beneficiary must give timely notice to the Plan Administrator in such a situation.

**Notification Requirements**

In the event of Your termination, lay-off, reduction in work hours or Medicare entitlement, Your Employer must notify the company's benefit Plan Administrator within 30 days. You must notify the company's benefit Plan Administrator within 60 days of Your divorce, legal separation or the failure of Your enrolled Dependents to meet the program's definition of Dependent. This notice must be provided in writing to the Plan Administrator. Thereafter, the Plan Administrator will notify qualified beneficiaries of their rights within 14 days.

To continue enrollment, You or an eligible family member must make an election within 60 days of the date Your coverage would otherwise end, or the date the company's benefit Plan Administrator notifies You or Your family member of this right, whichever is later. You must pay the total Premium appropriate for the type of benefit coverage You choose to continue. If the Premium rate changes for active associates, Your monthly Premium will also change. The Premium You must pay cannot be more than 102% of the Premium charged for Employees with similar coverage, and it must be paid to the company's benefit Plan Administrator within 30 days of the date due, except that the initial Premium payment must

be made before 45 days after the initial election for continuation coverage, or Your continuation rights will be forfeited.

For Employees who are determined, at the time of the qualifying event, to be disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act, and Employees who become disabled during the first 60 days of COBRA continuation coverage, coverage may continue from 18 to 29 months. These Employees' Dependents are also eligible for the 18 to 29-month disability extension. (This provision also applies if any covered family member is found to be disabled.) This provision would only apply if the qualified beneficiary provides notice of disability status within 60 days of the disabling determination. In these cases, the Employer can charge 150% of Premium for months 19 through 29. This would allow health coverage to be provided in the period between the end of 18 months and the time that Medicare begins coverage for the disabled at 29 months. (If a qualified beneficiary is determined by the Social Security Administration to no longer be disabled, such qualified beneficiary must notify the Plan Administrator of that fact in writing within 30 days after the Social Security Administration's determination.)

### **Trade Adjustment Act Eligible Individual**

If You don't initially elect COBRA coverage and later become eligible for trade adjustment assistance under the U.S. Trade Act of 1974 due to the same event which caused You to be eligible initially for COBRA coverage under this Plan, You will be entitled to another 60-day period in which to elect COBRA coverage. This second 60-day period will commence on the first day of the month on which You become eligible for trade adjustment assistance. COBRA coverage elected during this second election period will be effective on the first day of the election period. You may also be eligible to receive a tax credit equal to 72.5% of the cost for health coverage for You and Your Dependents charged by the Plan. This tax credit also may be paid in advance directly to the health coverage provider, reducing the amount You have to pay out of pocket.

### **When COBRA Coverage Ends**

These benefits are available without proof of insurability and coverage will end on the earliest of the following:

- a covered individual reaches the end of the maximum coverage period;
- a covered individual fails to pay a required Premium on time;
- a covered individual becomes covered under any other group health plan after electing COBRA. If the other group health plan contains any exclusion or limitation on a pre-existing condition that applies to You, You may continue COBRA coverage only until these limitations cease;
- a covered individual becomes entitled to Medicare after electing COBRA; or
  - the Group terminates all of its group welfare benefit plans.

### **Continuation of Coverage During Military Leave (USERRA)**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Member may have a right to continuation of benefits subject to the conditions described below.

Under USERRA, if the Employee (or his or her Dependents) is covered under this Plan, and if the Employee becomes absent from employment by reason of military leave, the Employee (or his or her Dependents) may have the right to elect to continue health coverage under the plan. In order to be eligible for coverage during the period that the Employee is gone on military leave, the Employee must give reasonable notice to the Employer of his or her military leave and the Employee will be entitled to COBRA-like rights with respect to his or her medical benefits in that the Employee and his or her Dependents can elect to continue coverage under the plan for a period of 24 months from the date the military leave commences or, if sooner, the period ending on the day after the deadline for the Employee to apply for or return to work with the Employer. During military leave the Employee is required to pay the Employer for the entire cost of such coverage, including any elected Dependents' coverage. However, if the Employee's absence is less than 31 days, the employer must continue to pay its portion of the Premiums and the Employee is only required to pay his or her share of the Premiums without the COBRA-type 2% administrative surcharge.

Also, when the Employee returns to work, if the Employee meets the requirements specified below, USERRA states that the Employer must waive any exclusions and waiting periods, even if the Employee did not elect COBRA continuation. These requirements are (i) the Employee gave reasonable notice to his or her Employer of military leave, (ii) the military leave cannot exceed a prescribed period (which is generally five (5) years, except in unusual or extraordinary circumstances) and the Employee must have received no less than an honorable discharge (or, in the case of an officer, not been sentenced to a correctional institution), and (iii) the Employee must apply for reemployment or return to work in a timely manner upon expiration of the military leave (ranging from a single day up to 90 days, depending upon the period that he or she was gone). The Employee may also have to provide documentation to the Employer upon reemployment that would confirm eligibility. This protection applies to the Employee upon reemployment, as well as to any Dependent who has become covered under the Plan by reason of the Employee's reinstatement of coverage.

### **Continuation of Coverage Due to Family and Medical Leave (FMLA)**

An employee may continue membership in the Plan as provided by the Family and Medical Leave Act. An employee who has been employed at least one year, within the previous 12 months is eligible to choose to continue coverage for up to 12 weeks of unpaid leave for the following reasons:

- The birth of the employee's child.
- The placement of a child with the employee for the purpose of adoption or foster care.
- To care for a seriously ill Spouse, child or parent.
- A serious health condition rendering the employee unable to perform his or her job.

If the employee chooses to continue coverage during the leave, the employee will be given the same health care benefits that would have been provided if the employee were working, with the same premium contribution ratio. If the employee's premium for continued membership in the Plan is more than 30 days late, the *Employer* will send written notice to the employee. It will tell the employee that his or her membership will be terminated and what the date of the termination will be if payment is not received by that date. This notice will be mailed at least 15 days before the termination date.

If membership in the Plan is discontinued for non-payment of premium, the employee's coverage will be restored to the same level of benefits as those the employee would have had if the leave had not been taken and the premium payment(s) had not been missed. This includes coverage for eligible dependents. The employee will not be required to meet any qualification requirements imposed by the Plan when he or she returns to work. This includes: new or additional waiting periods; waiting for an open enrollment period; or passing a medical exam to reinstate coverage.

Please contact Your Human Resources Department for state specific Family and Medical Leave Act information.

### **For More Information**

This notice does not fully describe the continuation coverage or other rights under the Plan. More information about continuation coverage and Your rights under this Plan is available from the Plan Administrator.

If You have any questions concerning the information in this notice or Your rights to coverage, You should contact Your Employer.

For more information about Your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the U.S Department of Labor's Employee Benefits Security Administration (EBSA) in Your area, or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

# DEFINITIONS

## **Accidental Injury**

Bodily Injury sustained by a Member as the result of an unforeseen event and which is the direct cause (independent of disease, bodily infirmity or any other cause) for care which the Member receives. Such care must occur while this Plan is in force. It does not include injuries for which benefits are provided under any Workers' Compensation, Employer's liability or similar law.

## **Acute**

The sudden onset of an unexpected illness or injury.

## **Administrative Services Agreement**

The agreement between the Claims Administrator and the Employer regarding the administration of certain elements of the health care benefits of the Employer's Group Health Plan.

## **Ambulance Services**

A state-licensed emergency vehicle which carries injured or sick persons to a Hospital. Services which offer non-emergency, convalescent or invalid care do not meet this definition.

## **Authorized Service(s)**

A Covered Service rendered by any Provider other than a Network Provider, which has been authorized in advance (except for Emergency Care which may be authorized after the service is rendered) by the Claims Administrator to be paid at the Network level. The Member **may** be responsible for the difference between the Out-of-Network Provider's charge and the Maximum Allowable Amount, in addition to any applicable Network Coinsurance or Copayment. For more information, see the "Claims Payment" section.

## **Behavioral Health Care**

Includes services for Mental Health Disorders, and Substance Abuse.

### Benefits are not provided for treatment at a residential medical treatment facility

#### **Mental Health Disorders**

Includes (whether organic or non-organic, whether of biological, non-biological, genetic, chemical or non-chemical origin, and irrespective of cause, basis or inducement) mental disorders, mental illnesses, psychiatric illnesses, mental conditions, and psychiatric conditions. This includes, but is not limited to, psychoses, neurotic disorders, schizophrenic disorders, affective disorders, personality disorders, and psychological or behavioral abnormalities associated with transient or permanent dysfunction of the brain or related neurohormonal systems. This is intended to include disorders, conditions, and illnesses listed in the Diagnostic and Statistical Manual of Mental Disorders.

#### **Substance Abuse or Chemical Dependency**

Any use of alcohol and/or drugs which produces a pattern of pathological use causing impairment in social or occupational functioning or which produces physiological dependency evidenced by physical tolerance or withdrawal. Substance Abuse services include:

Substance Abuse Rehabilitation Services, procedures and interventions to eliminate dependence on or abuse of legal and/or illegal chemical substances, according to individual treatment plans;

Substance Abuse Services within a General Hospital Facility (a general Hospital facility that provides services, on an Inpatient, 24-hour basis, for medical Detoxification and treatment of conditions associated with the addiction to or misuse of alcohol or other drugs.

## **Centers of Excellence (COE) Network**

A network of health care facilities selected for specific services based on criteria such as experience, outcomes, efficiency, and effectiveness. For example, an organ transplant managed care program wherein Members access select types of benefits through a specific network of medical centers.

A network of health care professionals contracted with the Claims Administrator or one or more of its affiliates, to provide transplant or other designated specialty services.

## **Claims Administrator**

The company the Plan Sponsor chose to administer its health benefits. Anthem Health Plans of Kentucky was chosen to administer this Plan. The Claims Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

## **Coinsurance**

If a Member's coverage is limited to a certain percentage, for example 90%, then the remaining 10% for which the Member is responsible is the Coinsurance amount. The Coinsurance may be capped by the Out-of-Pocket Maximum.

## **Combined Limit**

The maximum total of Network and Out-of-Network benefits available for designated health services in the **Schedule of Benefits**.

## **Complications of Pregnancy**

Complications of Pregnancy result from conditions requiring Hospital confinement when the pregnancy is not terminated. The diagnoses of the complications are distinct from pregnancy but adversely affected or caused by pregnancy.

Such conditions include acute nephritis, nephrosis, cardiac decompensation, missed or threatened abortion, preeclampsia, intrauterine fetal growth retardation and similar medical and surgical conditions of comparable severity. An ectopic pregnancy which is terminated is also considered a Complication of Pregnancy.

Complications of Pregnancy shall not include false labor, caesarean section, occasional spotting, Physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy which are not diagnosed distinctly as Complications of Pregnancy.

## **Congenital Anomaly**

A condition or conditions that are present at birth regardless of causation. Such conditions may be hereditary or due to some influence during gestation.

## **Coordination of Benefits**

A provision that is intended to avoid claims payment delays and duplication of benefits when a person is covered by two or more plans providing benefits or services for medical, dental or other care or treatment. It avoids claims payment delays by establishing an order in which plans pay their claims and providing an authority for the orderly transfer of information needed to pay claims promptly. It may avoid duplication of benefits by permitting a reduction of the benefits of a plan when, by the rules established by this provision, it does not have to pay its benefits first.

## **Copayment**

A cost-sharing arrangement in which a Member pays a specified charge for a Covered Service, such as the Copayment indicated in the **Schedule of Benefits** for an office visit. The Member is usually responsible for payment of the Copayment at the time the health care is rendered. Copayments are



distinguished from Coinsurance as flat dollar amounts rather than percentages of the charges for services rendered and are typically collected by the provider when services are rendered.

### **Cosmetic Surgery**

Any non-Medically Necessary surgery or procedure, the primary purpose of which is to improve or change the appearance of any portion of the body, but which does not restore bodily function, correct a disease state, physical appearance or disfigurement caused by an accident, birth defect, or correct or naturally improve a physiological function. Cosmetic Surgery includes but is not limited to rhinoplasty, lipectomy, surgery for sagging or extra skin, any augmentation or reduction procedures (e.g., mammoplasty, liposuction, keloids, rhinoplasty and associated surgery) or treatment relating to the consequences or as a result of Cosmetic Surgery.

### **Covered Dependent**

Any Dependent in a Subscriber's family who meets all the requirements of the Eligibility section of this Benefit Booklet, has enrolled in the Plan, and is subject to Administrative Service Fee requirements set forth by the Plan.

### **Covered Services**

Medically Necessary health care services and supplies that are: (a) defined as Covered Services in the Member's Plan, (b) not excluded under such Plan, (c) not Experimental/Investigative and (d) provided in accordance with such Plan.

### **Covered Transplant Procedure**

Any Medically Necessary human organ and stem cell/bone marrow transplants and transfusions as determined by the Claims Administrator including necessary acquisition procedures, harvest and storage, and including Medically Necessary preparatory myeloablative therapy.

### **Creditable Coverage**

Coverage under another health benefit plan is medical expense coverage with no greater than a 63 day gap in coverage under any of the following: (a) Medicare or Medicaid; (b) an employer-based accident and sickness insurance or health benefit arrangement; (c) an individual accident and sickness insurance policy; (d) a Spouse's benefits or coverage under Medicare or Medicaid or an employer-based health insurance benefit arrangement; (e) a conversion policy; or (f) similar coverage. The Claims Administrator will issue a certificate of Creditable Coverage upon request or when a Member leaves the Plan. Call the Customer Service number on Your Identification Card to request such a certificate.

### **Custodial Care**

Any type of care, including room and board, that (a) does not require the skills of professional or technical personnel; (b) is not furnished by or under the supervision of such personnel or does not otherwise meet the requirements of post-Hospital Skilled Nursing Facility care; (c) is a level such that the Member has reached the maximum level of physical or mental function and is not likely to make further significant improvement. Custodial Care includes, but is not limited to, any type of care the primary purpose of which is to attend to the Member's activities of daily living which do not entail or require the continuing attention of trained medical or paramedical personnel. Examples of Custodial Care include, but are not limited to, assistance in walking, getting in and out of bed, bathing, dressing, feeding, using the toilet, changes of dressings of non-infected, post-operative or chronic conditions, preparation of special diets, supervision of medication that can be self-administered by the Member, general maintenance care of colostomy or ileostomy, routine services to maintain other services which, in the sole determination of the Plan, can be safely and adequately self-administered or performed by the average non-medical person without the direct supervision of trained medical and paramedical personnel, regardless of who actually provides the service, residential care and adult day care, protective and supportive care including educational services, rest care and convalescent care.

## **Dependent**

The Spouse, Domestic Partner and all children until attaining age limit stated in the Eligibility section. Children include natural children, legally adopted children and stepchildren. Also included are Your children (or children of Your Spouse or Domestic Partner) for whom You have legal responsibility resulting from a valid court decree. Mentally retarded or physically disabled children remain covered no matter what age. You must give the Claims Administrator evidence of Your child's incapacity within 31 days of attainment of age 26. The certification form may be obtained from the Claims Administrator or Your Employer. This proof of incapacity may be required annually by the Plan. Such children are not eligible under this Plan if they are already 26 or older at the time coverage is effective.

## **Domestic Partner**

Your same or opposite sex Domestic Partner who meets all the requirements of your Employer's proof of sponsored dependent. You and Your Domestic Partner must submit an accurate and completed Declaration of Partnership Form, and meet all the requirements listed on this form. Continued eligibility of Your Domestic Partner depends upon the continuing accuracy of this form. Domestic Partner eligibility ends on the date a Domestic Partner no longer meets all the requirements listed on this form.

## **Detoxification**

The process whereby an alcohol or drug intoxicated or alcohol or drug dependent person is assisted, in a facility licensed by the appropriate regulatory authority, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or drug, alcohol or drug dependent factors or alcohol in combination with drugs as determined by a licensed Physician, while keeping the physiological risk to the patient to a minimum.

## **Developmental Delay**

The statistical variation, as defined by standardized, validated developmental screening tests, such as the Denver Developmental Screening Test, in reaching age appropriate verbal/growth/motor skill developmental milestones when there is no apparent medical or psychological problem. It alone does not constitute an illness or an Injury.

## **Durable Medical Equipment**

Equipment which is (a) made to withstand prolonged use; (b) made for and mainly used in the treatment of a disease or Injury; (c) suited for use while not confined as an Inpatient at a Hospital; (d) not normally of use to persons who do not have a disease or Injury; (e) not for exercise or training.

## **Effective Date**

The date for which the Plan approves an individual application for coverage. For individuals who join this Plan after the first enrollment period, the Effective Date is the date the Claims Administrator approves each future Member according to its normal procedures.

## **Elective Surgical Procedure**

A surgical procedure that is not considered to be an emergency, and may be delayed by the Member to a later point in time.

## **Emergency Medical Condition**

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

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

## **Employee**

A person who is engaged in active employment with the Employer and is eligible for Plan coverage under the employment regulations of the Employer. The Employee is also called the Subscriber.

## **Employer**

An Employer who has allowed its Employees to participate in the Plan by acting as the Plan Sponsor or adopting the Plan as a participating Employer by executing a formal document that so provides.

## **Employer Network Provider**

A Network Provider who contracts with the Claims Administrator and whose services are billed by your Employer.

## **Experimental/Investigative**

Any Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply used in or directly related to the diagnosis, evaluation, or treatment of a disease, injury, illness, or other health condition which the Claims Administrator determines to be unproven.

The Claims Administrator will deem any Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply to be Experimental/Investigative if the Claims Administrator, determines that one or more of the following criteria apply when the service is rendered with respect to the use for which benefits are sought. The Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply:

- Cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA), or other licensing or regulatory agency, and such final approval has not been granted;
- Has been determined by the FDA to be contraindicated for the specific use; or
- Is provided as part of a clinical research protocol or clinical trial or is provided in any other manner that is intended to evaluate the safety, toxicity, or efficacy of the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply; or
- Is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function; or
- Is provided pursuant to informed consent documents that describe the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply as Experimental/Investigative, or otherwise indicate that the safety, toxicity, or efficacy of the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply is under evaluation.

Any service not deemed Experimental/Investigative based on the criteria above may still be deemed Experimental/Investigative by the Claims Administrator. In determining whether a Service is Experimental/Investigative, the Claims Administrator will consider the information described below and assess whether:

- The scientific evidence is conclusory concerning the effect of the service on health outcomes;
- The evidence demonstrates the service improves net health outcomes of the total population for whom the service might be proposed by producing beneficial effects that outweigh any harmful effects;

- The evidence demonstrates the service has been shown to be as beneficial for the total population for whom the service might be proposed as any established alternatives; and
- The evidence demonstrates the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.

The information considered or evaluated by the Claims Administrator to determine whether a Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative under the above criteria may include one or more items from the following list which is not all inclusive:

- Published authoritative, peer-reviewed medical or scientific literature, or the absence thereof; or
- Evaluations of national medical associations, consensus panels, and other technology evaluation bodies; or
- Documents issued by and/or filed with the FDA or other federal, state or local agency with the authority to approve, regulate, or investigate the use of the Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply; or
- Documents of an IRB or other similar body performing substantially the same function; or
- Consent document(s) and/or the written protocol(s) used by the treating Physicians, other medical professionals, or facilities or by other treating Physicians, other medical professionals or facilities studying substantially the same Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply; or
- Medical records; or
- The opinions of consulting Providers and other experts in the field.

The Claims Administrator has the sole authority and discretion to identify and weigh all information and determine all questions pertaining to whether a Drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative.

### **Freestanding Ambulatory Facility**

A facility, with a staff of Physicians, at which surgical procedures are performed on an Outpatient basis-no patients stay overnight. The facility offers continuous service by both Physicians and registered nurses (R.N.s). It must be licensed by the appropriate agency. A Physician's office does not qualify as a Freestanding Ambulatory Facility.

### **Group Health Plan or Plan**

An employee welfare benefit plan (as defined in Section 3(1) of ERISA, established by the Employer, in effect as of the Effective Date.

### **Health Plan Document**

This Benefit Booklet in conjunction with the Health Plan Document, the application, if any, any amendment or rider, Your Identification Card and Your application for enrollment constitutes the entire Plan. If there is any conflict between either this Benefit Booklet or the Health Plan Document and any amendment or rider, the amendment or rider shall control. If there is any conflict between this Benefit Booklet and the Health Plan Document, the Health Plan Document shall control.

## **Home Health Care**

Care, by a licensed program or provider, for the treatment of a patient in the patient's home, consisting of required intermittent skilled care, which may include observation, evaluation, teaching and nursing services consistent with the diagnosis, established and approved in writing by the patient's attending Physician.

## **Home Health Care Agency**

A provider who renders care through a program for the treatment of a patient in the patient's home, consisting of required intermittent skilled care, which may include observation, evaluation, teaching and nursing services consistent with the diagnosis, established and approved in writing by the patient's attending Physician. It must be licensed by the appropriate agency.

## **Hospice**

A provider which provides care for terminally ill patients and their families, either directly or on a consulting basis with the patient's Physician. It must be licensed by the appropriate agency.

## **Hospice Care Program**

A coordinated, interdisciplinary program designed to meet the special physical, psychological, spiritual and social needs of the terminally ill Member and his or her covered family members, by providing palliative and supportive medical, nursing and other services through at-home or Inpatient care. The Hospice must be licensed by the appropriate agency and must be funded as a Hospice as defined by those laws. It must provide a program of treatment for at least two unrelated individuals who have been medically diagnosed as having no reasonable prospect of cure for their illnesses.

## **Hospital**

An acute care institution licensed by the appropriate agency, which is primarily engaged in providing diagnostic and therapeutic facilities on an Inpatient basis for the surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of Physicians duly licensed to practice medicine, and which continuously provides 24-hour-a-day nursing services by registered graduate nurses physically present and on duty. "Hospital" does not mean other than incidentally:

- an extended care facility; nursing home; place for rest; facility for care of the aged;
- a custodial or domiciliary institution which has as its primary purpose the furnishing of food, shelter, training or non-medical personal services; or
- an institution for exceptional or disabled children.

## **Identification Card**

The latest card given to You showing Your identification and group numbers, the type of coverage You have and the date coverage became effective.

## **Ineligible Charges**

Charges for health care services that are not Covered Services because the services are not Medically Necessary or Precertification was not obtained. Such charges are not eligible for payment.

## **Ineligible Provider**

A provider which does not meet the minimum requirements to become a contracted Provider with the Claims Administrator. Services rendered to a Member by such a provider are not eligible for payment.

## **Infertile or Infertility**

The condition of a presumably healthy Member who is unable to conceive or produce conception after a period of one year of frequent, unprotected heterosexual vaginal intercourse. This does not include conditions for men when the cause is a vasectomy or orchiectomy or for women when the cause is tubal ligation or hysterectomy.

## **Initial Enrollee**

A person actively employed by the Employer (or one of that person's Covered Dependents) who was either previously enrolled under the group coverage which this Plan replaces or who is eligible to enroll on the Effective Date of this Plan.

## **Injury**

Bodily harm from a non-occupational accident.

## **Inpatient**

A Member who is treated as a registered bed patient in a Hospital and for whom a room and board charge is made.

## **Intensive Care Unit**

A special unit of a Hospital that: (1) treats patients with serious illnesses or Injuries; (2) can provide special life-saving methods and equipment; (3) admits patients without regard to prognosis; and (4) provides constant observation of patients by a specially trained nursing staff.

## **Late Enrollees**

Late Enrollees mean Employees or Dependents who request enrollment in a health benefit plan after the initial open enrollment period. An individual will not be considered a Late Enrollee if: (a) the person enrolls during his/her initial enrollment period under the Plan; (b) the person enrolls during a special enrollment period; or (c) a court orders that coverage be provided for a minor Covered Dependent under a Member's Plan, but only as long as the Member requests enrollment for such Dependent within thirty-one (31) days after the court order is so issued. Late Enrollees are those who declined coverage during the initial open enrollment period and did not submit a certification to the Plan that coverage was declined because other coverage existed.

## **Maternity Care**

Obstetrical care received both before and after the delivery of a child or children. It also includes care for miscarriage or abortion. It includes regular nursery care for a newborn infant as long as the mother's Hospital stay is a covered benefit and the newborn infant is an eligible Member under the Plan.

## **Maximum Allowed Amount**

The maximum amount that the Plan will allow for Covered Services You receive. For more information, see the "Claims Payment" section.

## **Medical Facility**

A facility, including but not limited to, a Hospital, Freestanding Ambulatory Facility, Chemical Dependency Treatment Facility, Skilled Nursing Facility, Home Health Care Agency or mental health facility, as defined in this Benefit booklet. The facility must be licensed, registered or approved by the Joint Commission on Accreditation of Hospitals or meet specific requirements established by the Claims Administrator.

## **Medical Necessity or Medically Necessary**

An intervention that is or will be provided for the diagnosis, evaluation and treatment of a condition, illness, disease or injury and that is determined by the Claims Administrator to be:

- Medically appropriate for and consistent with the symptoms and proper diagnosis or treatment of the Member's condition, illness, disease or injury;
- Obtained from a Provider;
- Provided in accordance with applicable medical and/or professional standards;
- Known to be effective, as proven by scientific evidence, in materially improving health outcomes;
- The most appropriate supply, setting or level of service that can safely be provided to the Member and which cannot be omitted consistent with recognized professional standards of care (which, in the

case of hospitalization, also means that safe and adequate care could not be obtained in a less comprehensive setting);

- Cost-effective compared to alternative interventions, including no intervention. Cost effective does not always mean lowest cost. It does mean that as to the diagnosis or treatment of the Member's illness, injury or disease, the service is: (1) not more costly than an alternative service or sequence of services that is medically appropriate, or (2) the service is performed in the least costly setting that is medically appropriate;
- Not Experimental/Investigative;
- Not primarily for the convenience of the Member, the Member's family or the Provider.
- Not otherwise subject to an exclusion under this Benefit Booklet.

The fact that a Provider may prescribe, order, recommend, or approve care, treatment, services or supplies does not, of itself, make such care, treatment, services or supplies Medically Necessary or a Covered Service and **does not** guarantee payment.

## **Member**

Individuals, including the Subscriber and his/her Dependents, who have satisfied the Plan eligibility requirements of the Employer, applied for coverage, and been enrolled for Plan benefits.

## **Network Provider**

A Physician, health professional, Hospital, Pharmacy, or other individual, organization and/or facility that has entered into a contract, either directly or indirectly, with the Claims Administrator to provide Covered Services to Members through negotiated reimbursement arrangements.

## **New Hire**

A person who is not employed by the Employer on the original Effective Date of the Plan.

## **Non-Covered Services**

Services that are not benefits specifically provided under the Plan, are excluded by the Plan, are provided by an Ineligible Provider, or are otherwise not eligible to be Covered Services, whether or not they are Medically Necessary.

## **Out-of-Network Provider**

A Provider, including but not limited to, a Hospital, Freestanding Ambulatory Facility (Surgical Center), Physician, Skilled Nursing Facility, Hospice, Home Health Care Agency, other medical practitioner or provider of medical services or supplies, that does not have an agreement or contract with the Claims Administrator to provide services to its Members at the time services are rendered.

Out-of-Network-Providers are only covered for emergency care or services which have been approved in advance on the UK-HMO plan.

## **Out-of-Pocket Maximum**

The maximum amount of a Member's Coinsurance payments during a given calendar Plan year. When the Out-of-Pocket Maximum is reached, the level of benefits is increased to 100% of the Maximum Allowed Amount for Covered Services, exclusive of Copayments and other scheduled charges.

## **Physical Therapy**

The care of disease or Injury by such methods as massage, hydrotherapy, heat, or similar care.

## **Physician**

Any licensed Doctor of Medicine (M.D.) legally entitled to practice medicine and perform surgery, any licensed Doctor of Osteopathy (D.O.) legally licensed to perform the duties of a D.O., any licensed Doctor of Podiatric Medicine (D.P.M.) legally entitled to practice podiatry, and any licensed Doctor of Dental Surgery (D.D.S.) legally entitled to perform oral surgery; Optometrists and Clinical Psychologists (PhD)

are also Providers when acting within the scope of their licenses, and when rendering services covered under this Plan.

## **Plan**

The arrangement chosen by the Plan Sponsor to fund and provide for delivery of the Employer's health benefits.

## **Plan Administrator**

The person or entity named by the Plan Sponsor to manage the Plan and answer questions about Plan details. ***The Plan Administrator is not the Claims Administrator.***

## **Plan Year**

The period of time beginning at 12:00 A.M. on July 1<sup>st</sup> continuing through the following January, and ending on June 30<sup>th</sup> at 11:59 P.M. It does not begin before a Member's Effective Date. It does not continue after a Member's coverage ends.

## **Plan Sponsor**

The legal entity that has adopted the Plan and has authority regarding its operation, amendment and termination. ***The Plan Sponsor is not the Claims Administrator.***

## **Primary Care Physician**

A provider who specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other provider as allowed by the Plan. A PCP supervises, coordinates and provides initial care and basic medical services to a Member and is responsible for ongoing patient care.

## **Primary Residence**

The location where the Member lives for a majority of the Plan year. Temporary absences from the Service Area with the intent to return within 120 days will not interrupt the Member's primary residence in the Service Area. Members experiencing absences from the service area for a period of 121 days, regardless of intent to return, are required to contact UK Employee Benefits to make arrangements for enrolling in an alternative benefit structure.

## **Prior Authorization**

The process applied to certain drugs and/or therapeutic categories to define and/or limit the conditions under which these drugs will be covered. The drugs and criteria for coverage are defined by the Pharmacy and Therapeutics Committee.

## **QMCSO, or MCSO – Qualified Medical Child Support Order or Medical Child Support Order**

A QMCSO creates or recognizes the right of a child who is recognized under the order as having a right to be enrolled under the health benefit plan to receive benefits for which the Employee is entitled under the plan; and includes the name and last known address of the Employee and each such child, a reasonable description of the type of coverage to be provided by the plan, the period for which coverage must be provided and each plan to which the order applies.

An MCSO is any court judgment, decree or order (including a court's approval of a domestic relations settlement agreement) that:

- provides for child support payment related to health benefits with respect to the child of a group health plan Member or requires health benefit coverage of such child in such plan, and is ordered under state domestic relations law; or
- enforces a state law relating to medical child support payment with respect to a group health plan.



## **Semiprivate Room**

A Hospital room which contains two or more beds.

## **Skilled Convalescent Care**

Care required, while recovering from an illness or Injury, which is received in a Skilled Nursing Facility. This care requires a level of care or services less than that in a Hospital, but more than could be given at the patient's home or in a nursing home not certified as a Skilled Nursing Facility.

## **Skilled Nursing Facility**

An institution operated alone or with a Hospital which gives care after a Member leaves the Hospital for a condition requiring more care than can be rendered at home. It must be licensed by the appropriate agency and accredited by the Joint Commission on Accreditation of Health Care Organizations or the Bureau of Hospitals of the American Osteopathic Association, or otherwise determined by the Claims Administrator to meet the reasonable standards applied by any of the aforesaid authorities.

## **Spouse**

For the purpose of this Plan, a Spouse is defined as a person who is married to a person of the opposite sex from that of the enrolling Employee.

## **Therapeutic Equivalent**

Therapeutic/Clinically Equivalent drugs are drugs that can be expected to produce similar therapeutic outcomes for a disease or condition.

## **Transplant Providers**

**Network Transplant Provider** - A Provider that has been designated as a "Center of Excellence" for Transplants by the Claims Administrator and/or a Provider selected to participate as a Network Transplant Provider by a designee of the Claims Administrator. Such Provider has entered into a transplant provider agreement to render Covered Transplant Procedures and certain administrative functions to You for the transplant network. A Provider may be a Network Transplant Provider with respect to:

- certain Covered Transplant Procedures; or
- all Covered Transplant Procedures.

**Out-of-Network Transplant Provider** - Any Provider that has NOT been designated as a "Center of Excellence" for Transplants by the Claims Administrator nor has not been selected to participate as a Network Transplant Provider by a designee of the Claims Administrator.

## **UK Chandler Hospital Physician**

A duly licensed doctor of medicine or doctor of Osteopathy under contract with the University of Kentucky.

## **UK-HMO**

A benefit structure and provider network available to the University of Kentucky employees and their Dependents through the University's self-insured program. As a self-insured product, it is not a licensed HMO. For the purposes of this Certificate, UK-HMO refers to the UK Health Care Plans or its designated TPA, also referred to as the Plan.

## **UK Chandler Hospital**

The institutions that are comprised of UK HealthCare Chandler Medical Center; UK Healthcare Good Samaritan Hospital; five health professional colleges (Colleges of Medicine, Dentistry, Nursing, Pharmacy, and Allied Health Professions), the Lucille Parker Markey Cancer Center, Sanders-Brown Center on Aging, Kentucky Clinic, Polk Dalton Clinic, Kentucky Clinic South, and the UK Center for Rural Health.

## **University of Kentucky Medical Benefits Plan or UK Medical Benefits Plan**

The University's Group Health Insurance plan for Employees, retirees and their Dependents in which the University assumes the financial risk of paying for all Covered Services provided to enrollees.

### **Urgent Care**

Services received for a sudden, serious, or unexpected illness, Injury or condition. Urgent Care is not considered an emergency. Care is needed right away to relieve pain, find out what is wrong, or treat a health problem that is not life-threatening.

### **Utilization Review**

A function performed by the Claims Administrator or by an organization or entity selected by the Claims Administrator to review and approve whether the services provided are Medically Necessary, including but not limited to, whether acute hospitalization, length of stay, Outpatient care or diagnostic services are appropriate.

### **You and Your**

Refer to the Subscriber, Member and each Covered Dependent.

## HEALTH BENEFITS COVERAGE UNDER FEDERAL LAW

### Choice of Primary Care Physician

The Plan generally allows the designation of a Primary Care Physician (PCP). You have the right to designate any PCP who participates in the Claims Administrator's Network and who is available to accept You or Your family members. For information on how to select a PCP, and for a list of PCPs, contact the telephone number on the back of Your Identification card or refer to the Claims Administrator's website, [www.anthem.com](http://www.anthem.com). For children, You may designate a pediatrician as the PCP.

### Access to Obstetrical and Gynecological (ObGyn) Care

You do not need Prior Authorization from the Plan or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a health care professional in the Claims Administrator's network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services or following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the telephone number on the back of Your Identification Card or refer to the Claims Administrator's website, [www.anthem.com](http://www.anthem.com).

### Statement of Rights Under the Newborns' and Mother's Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider (e.g., Your Physician, nurse midwife, or Physician assistant), after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce Your out-of-pocket costs, You may be required to obtain Precertification. For information on Precertification, contact Your Plan Administrator.

Also, under federal law, plans 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 to the mother or newborn than any earlier portion of the stay.

### Statement of Rights Under the Women's Cancer Rights Act of 1998

If You have had or are going to have a mastectomy, You may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same Coinsurance applicable to other medical and surgical benefits provided under this Plan. **See the Schedule of Benefits.**

If You would like more information on WHCRA benefits, call Your Plan Administrator.

## **Coverage for a Child Due to a Qualified Medical Support Order (“QMCSO”)**

If You or Your Spouse are required, due to a QMCSO, to provide coverage for Your child(ren), You may ask Your employer or Plan Administrator to provide You, without charge, a written statement outlining the procedures for getting coverage for such child(ren).

## **Mental Health Parity and Addiction Equity Act**

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance abuse benefits with day/visit limits on medical/surgical benefits. In general, group health plans offering mental health and substance abuse benefits cannot set day/visit limits on mental health or substance abuse benefits that are lower than any such day/visit limits for medical and surgical benefits. A plan that does not impose day/visit limits on medical and surgical benefits may not impose such day/visit limits on mental health and substance abuse benefits offered under the Plan. Also, the Plan may not impose Copayment/Coinsurance and out of pocket expenses on mental health and substance abuse benefits that are more restrictive than Copayment/Coinsurance and out of pocket expenses applicable to other medical and surgical benefits.

## **Special Enrollment Notice**

If You are declining enrollment for yourself or Your Dependents (including Your Spouse) because of other health insurance coverage, You may in the future be able to enroll yourself or Your Dependents in this Plan, provided that You request enrollment within 31 days after Your other coverage ends.

In addition, if You have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, You may be able to enroll yourself and Your Dependents. However, You must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

Eligible Employees and Dependents may also enroll under two additional circumstances:

- the Employee's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- the Employee or Dependent becomes eligible for a subsidy (state premium assistance program)

The Employee or Dependent must request Special Enrollment within 60 days of the loss of Medicaid/CHIP or of the eligibility determination.

To request special enrollment or obtain more information, call the Customer Service telephone number on Your ID Card, or contact Your Plan Administrator.

The Anthem National Accounts business unit serves members of the Blue Cross licensee for California; the Blue Cross and Blue Shield licensee for Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri (excluding 30 counties in the Kansas City area), Nevada, New Hampshire, New York (as Empire BlueCross BlueShield in 17 eastern and southeastern counties, including the 5 New York City counties, and as Empire BlueCross in 11 upstate counties), Ohio, Virginia (excluding the Northern Virginia suburbs of Washington, D.C.), and Wisconsin. Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In Virginia: Anthem Health Plans of Virginia, Inc. (serving Virginia excluding the city of Fairfax, the town of Vienna and the area east of State Route 123.) In most of Missouri: RightCHOICE® Managed Care, Inc. (RIT), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSWI") underwrites or administers the PPO and indemnity policies; CompCare Health Services Insurance Corporation ("CompCare") underwrites or administers the HMO policies; and CompCare and BCBSWI collectively underwrite or administer the POS policies. Blue Cross Blue Shield of Georgia and Blue Cross Blue Shield Healthcare Plan of Georgia, Blue Cross of California and BC Life & Health Insurance Company, In New York: Empire BlueCross BlueShield is the trade name of Empire HealthChoice Assurance, Inc and Empire BlueCross BlueShield HMO is the trade name of Empire HealthChoice HMO, Inc. Independent licensees of the Blue Cross Blue Shield Association. © ANTHEM is a registered trademark. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

**IMPORTANT NOTE:** The following Prescription Drug Benefits are not administered by Anthem. For any questions concerning your prescription drug coverage please contact Express Scripts. Anthem customer service will not be able to assist you with prescription drug information.

## University of Kentucky Prescription Drug Benefit Program

### Summary Plan Description

**Introduction**

**Definitions**

**Services and Benefits**

**Limits to Covered Prescription Drug Benefit**

**Excluded Prescription Drugs**

**Member Appeals Process**

**Contact Information**

**Termination of Coverage**

### INTRODUCTION

The Prescription Drug Benefit Program is available to UK employees, UK early retirees and dependents that are enrolled as plan participants in the UK-HMO, UK-PPO, UK-EPO, UK-RHP, or the UK-Indemnity Health Plan options. There is one universal prescription benefit that is administered directly by the University instead of through the medical plans. Enrollment in the prescription drug benefit program is automatic with the Member's enrollment on any of the UK Health Plans. The Member will have a separate prescription drug benefit identification card from Express Scripts which must be presented to the pharmacist at the time of service. A twelve-digit ID number (not the social security number) is assigned to the plan member. If the plan member has a covered spouse and/or dependent(s), this same twelve-digit ID is used for each respective plan participant, with a different two-digit suffix (i.e. plan member - "001", spouse/dependent - "002", etc.)

Prescription drug benefits are payable for covered prescription expenses incurred by the Member and the Member's covered dependents. Benefits are payable for such expenses for charges made by a participating pharmacy for each separate prescription, subject to the applicable co-payment or coinsurance as shown in the Schedule of Benefits.

**Express Scripts is the pharmacy benefit manager.**

#### **How to fill your prescription:**

- At your local participating pharmacy: You will be able to obtain your immediate need (30-day supply) prescriptions through Express Scripts national network of chain and independent retail pharmacies.
- Through Express Scripts Mail Service Pharmacy: You will be able to receive your chronic need medications (up to a 90-day supply) by mail service. Your medications will be delivered free of shipping costs within two weeks. You will be charged for overnight or two-day delivery when you request such service. You will be able to track these prescriptions on the Express Scripts Web site, and can reorder them by phone, mail or online ([www.express-scripts.com](http://www.express-scripts.com)).
- Through Kentucky Clinic Pharmacy and other UK retail pharmacies: You will be able to obtain both your immediate need (30-day supply) prescriptions AND your chronic need (up to 90-day supply) prescriptions at the Kentucky Clinic Pharmacy and other UK retail pharmacies ONLY if these prescriptions have been written by a UK prescriber.

## DEFINITIONS

### **Ancillary Charge**

A charge in addition to the Co-payment / Coinsurance which the member is required to pay to a Participating Pharmacy for a covered Brand name Prescription Drug Product for which a Generic substitute is available. The Ancillary Charge is calculated as the difference between the Pharmacy Payment Rate for the Brand name Prescription Drug Product dispensed and the Maximum Allowable Cost (MAC) of the Generic substitute.

### **Average Wholesale Price (AWP)**

The standardized cost of a drug product, calculated by averaging the cost of an undiscounted drug product charged to a drug wholesaler by a pharmaceutical manufacturer. AWP is as shown in the Express Scripts drug price file and as generally determined by "First Databank".

### **Brand**

A patent-protected Prescription Drug Product that is manufactured and marketed under a trademark, proprietary or non-proprietary name by a specific drug manufacturer. (When manufacturers create new medications, they apply for a patent. After the patent expires, the FDA may approve other manufacturers to produce generic equivalents of the drug.)

### **Chemical Equivalents**

Multiple-source drug products containing essentially identical amounts of the same active ingredients, in equivalent dosage forms, and which meet existing FDA physical/chemical standards.

### **Coinsurance**

The percentage of the eligible expense for each separate prescription order or refill of a covered drug when dispensed by a participating pharmacy. The percentage coinsurance is based on the Pharmacy Payment rate if the Member utilizes a Participating Pharmacy and the Pharmacy submits the claim to Express Scripts electronically. The Member is responsible for payment of the Coinsurance at the point of service. Coinsurance may also be known as a percentage Co-payment.

### **Compound Drug**

A drug prepared by a pharmacist using a combination of drugs in which at least one agent is a legend drug. The final product is typically not commercially available in the strength and/or dosage form prescribed by the physician.

### **Co-pay (Co-payment)**

The amount to be paid by you toward the cost of each separate prescription order or refill of a covered drug when dispensed by a participating pharmacy. A "flat dollar" Co-pay is a fixed dollar amount paid by the member when the prescription is filled. The member's Co-payment for a covered drug at a Participating Pharmacy shall be the lesser of the applicable Co-payment or the pharmacy submitted usual and customary charge. The Member is responsible for payment of the Co-pay at the point of service. Coinsurance may also be known as a percentage Co-payment.

### **Dependents**

The individuals (usually spouse and children) that are included in the primary cardholder's benefit coverage.

### **Dispense as Written (DAW)**

A physician directive not to substitute a product.

## **Express Scripts CuraScript/Accredo Program**

A specialty pharmacy management program specializing in the provision of high-cost biotech and other injectable drugs. Express Scripts defines specialty injectable drugs in this category as injectable drugs that have an AWP of \$500 or greater per 30 day prescription.

## **Formulary**

A formulary is a clinically-based drug list that contains FDA-approved brand-name and generic drugs. Formularies are developed based on clinical attributes, as well as cost-effectiveness of products. Members will get the greatest value from their prescription drug benefit when they receive generic or brand-name drugs that are on the formulary. A formulary may also be referred to as a preferred drug list. A copy of the University of Kentucky Formulary is on-line at <http://www.uky.edu/HR/benefits/prescriptionoverview.html> or by calling University of Kentucky Employee Benefits.

## **Formulary Brand**

A brand-name drug that is listed on your formulary. It may also be referred to as a preferred brand drug.

## **Formulary Drug**

A drug that is listed on your formulary. It may also be referred to as a preferred drug.

## **Generic**

A drug that is chemically equivalent to a brand drug for which the patent has expired. The color and shape of the drug may be different, but the active ingredients are the same. Generic medications are required to meet the same quality standards as brand drugs.

## **Investigational**

Any drug, device, supply, treatment, procedure, facility, equipment or service that is being studied to determine if it should be used for patient care or if it is effective. Something that is Investigational is not recognized as effective medical practice. We reserve the sole right to determine what Investigational is. Approval by the Food and Drug Administration (FDA) does not mean that we approve the service or supply. Drugs classified as Treatment Investigational New Drugs by the FDA are Investigational. Devices with the FDA Investigational Device Exemption and any services involved in clinical trials are Investigational.

## **Legend Drug**

A drug that can be obtained only by prescription order and bears the label "Caution: federal law prohibits dispensing without a prescription."

## **List of Drugs**

See Formulary.

## **Local Pharmacy**

See Participating Pharmacy.

## **Maximum Allowable Cost (MAC list)**

A maximum reimbursement amount. It is a list of Prescription Drug Products covered at a Generic product price. The MAC list applies to certain generic drug prescription products, but it also applies (under certain conditions) to multi-source products depending upon the DAW code submitted with the claim. This list is distributed to Participating Pharmacies and is subject to periodic review and modification.

## **Mail Pharmacy**

A pharmacy that provides long-term supplies of maintenance medications via mail. Members usually pay less for these medications than they would if obtained from a local participating pharmacy.

**Mail Service Benefit**

A benefit that allows members to order long-term supplies of maintenance medications via mail. Members usually pay less for these medications than they would if obtained from a local participating pharmacy.

**Maintenance medication**

Prescription drugs, medicines or medications that are generally prescribed for treatment of long-term chronic sickness or bodily injuries, and, purchased from the pharmacy contracted by the Plan Manager to dispense drugs.

**Member**

An individual eligible for benefits under the Plan as determined by University of Kentucky Employee Benefits.

**Member-Submitted Claims**

Paper claims submitted by a Member for Prescription orders or refills at a Participating Pharmacy when the claim is not processed on-line electronically by Express Scripts (e.g., when eligibility cannot be verified at the point of service); such claims are to be reimbursed based on the Member Payment rate, adjusted for Co-pay, Coinsurance and Ancillary Charges.

**Multi-source Brand**

A brand-name medication for which there is a chemically equivalent product available.

**Non-Covered Drugs**

Drugs excluded from coverage include but are not limited to: drugs which can be purchased without a written prescription (over the counter drugs), non-FDA approved and experimental (investigational) drugs, medications used exclusively for cosmetic purposes, medications used in the treatment of a non-covered diagnosis (benefit) such as weight loss, sexual dysfunction, and infertility, medications not for self-administration. Replacement of lost or stolen medications is not covered.

**Non-Participating Pharmacy**

A pharmacy which has not entered into an agreement with the Plan Manager to participate as part of the Express Scripts Pharmacy Network.

**Non-Formulary Brand**

A brand-name drug that is not listed on your formulary. Also referred to as a non-preferred brand drug.

**Non-Preferred Brand**

Drugs found not to have a significant therapeutic advantage over the Preferred drug. Also referred to as a non-formulary brand drug.

**Over-the-counter (OTC) drug**

A drug product that does not require a Prescription Order under federal or state law.

**Out-of-Network Coverage**

Your pharmacy benefit program does not allow for out-of-network coverage.

**Participating Pharmacy**

A pharmacy that has contractually agreed to provide prescription drug products to eligible members of a prescription benefit plan. Members must purchase their prescription drugs from a participating pharmacy to receive the coverage provided by the prescription benefit. The pharmacy will accept as payment the Co-payment / Coinsurance amount to be paid by you and the amount of the benefit payment provided by the Plan.



**Participant**

Any covered person, who is properly enrolled in the Plan.

**Pharmacist**

A person who is licensed to prepare, compound and dispense medication and who is practicing within the scope of his or her license.

**Pharmacy and Therapeutics (P&T) Committee**

An organized panel of physicians and pharmacists from varying practice specialties, who function as an advisory panel to the Express Scripts benefit programs regarding the safe and effective use of prescription medications.

**Pharmacy Payment Rate**

The payment a Participating Pharmacy is entitled to receive, including any dispensing fee, for a particular Prescription Drug Product dispensed to a Member according to the terms of the applicable pharmacy provider contract, when the claim is processed on-line electronically by Express Scripts (or, on an exception basis, a Participating Pharmacy is allowed to submit paper claims to Express Scripts).

**Plan Administrator**

The University of Kentucky.

**Plan Manager**

See Prescription Benefit Manager.

**Plan Year**

A period of time beginning on the Plan anniversary date of any year and ending on the day before the same date of the succeeding year.

**Preferred Brand Drug**

A brand-name drug that is listed on your formulary. It is also referred to as a formulary brand drug.

**Preferred Drug**

A drug that is listed on your formulary. It is also referred to as a formulary drug.

**Prescription**

A direct order for the preparation and use of drug, medicine or medication. The drug, medicine or medication must be obtainable only by prescription. The order must be given verbally, in writing, or by e-script by a qualified practitioner (prescriber) to a pharmacist for the benefit of and use by a covered person.

The prescription must include

- Name and address of the covered person for whom the prescription is intended
- Type and quantity of the drug, medicine or medication prescribed, and the directions for its use.
- Date the prescription was prescribed
- Name, address and license number of the prescribing qualified practitioner

**Prescription Benefit Manager (PBM)**

Express Scripts. The PBM provides services to the Plan Administrator, as defined under the Plan Management Agreement. The Plan Manager is not the Plan Administrator.

**Prescription Drug Product**

A medication, product or device approved by the FDA and dispensed under federal or state law only pursuant to a Prescription Order or Refill. This definition also includes insulin and certain diabetic supplies if dispensed pursuant to a Prescription Order or Refill.

### Prescription Order or Refill

The directive to dispense a Prescription Drug Product issued by a duly licensed health care provider whose scope of practice permits issuing such a directive.

### Prior Authorization

The required prior approval from the Plan Manager for the coverage of prescription drugs, medicines, medications, including the dosage, quantity and duration, as appropriate for the covered person’s age and sex. Certain prescription drugs, medicines or medications may require prior authorization.

### Single-Source Brand

A brand medication for which there is no generic version available.

### Therapeutic Equivalent

A medication that can be expected to have the same clinical effect and safety profile when administered under the conditions specified in labeling as another medication, although the medications are not Chemical Equivalents.

### Usual and Customary (U&C) Charge

The usual and customary price charged by a pharmacy for a Prescription Drug Product dispensed to a cash paying customers.

## SERVICES AND BENEFITS

### Schedule of Benefits

	1-month supply local pharmacy co-insurance	1-month supply local pharmacy minimum	1-month supply local pharmacy maximum	3-month supply mail service or KY Clinic/UK Retail Pharmacy co-insurance	3-month supply mail service or KY Clinic Pharmacy minimum	3-month supply mail service or KY Clinic/UK Retail Pharmacy maximum
Generic	20%	\$8.00	\$50.00	10%	\$24.00	\$100.00
Formulary Brand	40%	\$20.00	\$60.00	30%	\$60.00	\$120.00
Non-Formulary Brand	50%	\$40.00	No Maximum	40%	\$120.00	No Maximum

### Retail Prescription Program

Drugs that are prescribed for short-term use (up to a 30-day supply) should be filled using the retail drug card. The Retail Prescription Drug Card Program is administered by Express Scripts. Participants are provided a prescription drug card to purchase drugs from a local pharmacy that participates in the Express Scripts Network. This network includes over 53,000 pharmacies nationwide. These include most chain or grocery stores such as Wal-Mart or Kroger as well as many independent pharmacies across the nation. Confirmation of participating pharmacies may be obtained by calling Express Scripts at 1-877-242-1864 or through the web site at [www.express-scripts.com](http://www.express-scripts.com).

The amount of the coinsurance or co-payment is dependent upon whether the prescription is for a generic, a formulary brand name drug or a non-formulary brand name drug. A generic drug is identical in chemical composition to its brand name counterpart, has been approved by the Food and Drug Administration to be therapeutically equivalent, and is as effective as the brand name product. The use of generics and formulary brand name drugs help to keep the cost of prescription drugs down for both the participant and the plan. All non-formulary drugs have alternatives available; preferred brand name drugs and possibly generics, both of which are more, cost effective.

As a participant in this program, you must pay for:

- The cost of medication not covered under the prescription benefit;
- The cost of any quantity of medication dispensed in excess of a consecutive 30-day non-maintenance medication supply.

A copy of the University of Kentucky Formulary is on-line at [http://www.uky.edu/HR/benefits/prescription\\_overview.html](http://www.uky.edu/HR/benefits/prescription_overview.html) or by calling University of Kentucky Employee Benefits.

The Co-payments or Coinsurance for each type Retail (30-day) prescription at your local participating pharmacy are:

- Generic: 20% or minimum of \$8.00
- Formulary Brand Name Drug: 40% or minimum of \$20.00
- Non-Formulary Brand Name Drug: 50% or minimum of \$40.00

The out of pocket maximum is \$50 per generic prescription and \$60 for formulary brand name drugs (non-formulary drugs have no maximum). There is a mandatory generic program. If the Member does not accept the generic equivalent for a "brand name" drug when one exists, the Member will be responsible for the applicable brand name Co-pay or coinsurance, plus any cost difference between the brand name and generic drug up to the retail price of the requested drug.

Each retail prescription is limited to a 30-day supply. However if the medical condition is such that the prescription drug is to be taken over a prolonged period of time (month or even years) it may be more financially advantageous to use the mail order program described below.

Reimbursement for prescriptions purchased at non-network pharmacies will not be reimbursed under your prescription benefit, and are the financial responsibility of the Member.

All paper claims incurred during the calendar year must be submitted within 365 days of the original date of service. Any claims received after that date will be denied.

Pharmacy benefit Co-payments and Coinsurance cannot be applied toward the deductibles or out-of-pocket limits of the medical plans (UK-HMO, UK-PPO, UK-EPO, UK-RHP, or UK-Indemnity).

### **Mail Service Prescription Program**

The mail order program is designed for individuals who take the same medication over a long period of time for conditions such as diabetes, high blood pressure, ulcers, emphysema, arthritis, heart or thyroid conditions. While it is not mandatory to use the mail order program, those that do may reduce their out of pocket payments and will not have to reorder as frequently.

The Co-payments or Coinsurance for each type Mail Service prescription (for a 1 to 34 day supply) are the same as outlined under the Retail Prescription Program above.

The Co-payments or Coinsurance for each type Mail Service prescription (for a 35 to 90-day supply) are:

- Generic: 10% or minimum of \$24.00
- Formulary Brand Name Drug: 30% or minimum of \$60.00
- Non Formulary Brand Name Drug: 40% or minimum of \$120.00

The out of pocket maximum is \$100 per generic prescription and \$120 per formulary brand name prescription (non-formulary drugs have no maximum). There is a mandatory generic program. If the Member does not accept the generic equivalent for a “brand name” drug when one exists, the Member will be responsible for the applicable brand name Co-pay or Coinsurance, plus any cost difference between the brand name and generic drug up to the retail price of the requested drug.

Each mail service prescription is limited to a maximum quantity limit of a 90-day supply. Express Scripts is required by law to dispense the prescription in the exact quantity specified by the physician. Therefore if the quantity prescribed is for less than 90 days per refill Express Scripts will fill that exact quantity.

### **Submitting New Prescriptions**

Complete a Mail Service Enrollment Order Form and submit to Express Scripts along with the original prescription(s). Order forms for the mail service prescription drug program are available from Express Scripts online, via telephone, or can be provided by the University of Kentucky HR Benefits office or from the KYRx Coalition at 855-218-5979.

Express Scripts or the KYRx Coalition can contact your prescriber to have new prescription orders submitted to the Express Scripts Home Delivery Pharmacy.

Your prescriber can submit a new prescription to Express Scripts Home Delivery via phone, fax, or through ePrescribing:

- MD Fax Rx line 800-837-0959
- ePrescribing – Medco, 255 Phillipi Rd, Columbus OH 43228 NCPDP 3121504
- MD Telephone Verbal Orders 888-327-9791, option 2

Refills for maintenance medications through the mail order pharmacy can be obtained by phone at 1-877-242-1864, or through the Express Scripts web site at [www.express-scripts.com](http://www.express-scripts.com).

### **Kentucky Clinic Pharmacy and other UK Retail Pharmacies**

If you are under the care of a UK Provider, you will be able to obtain both your immediate need (30-day supply) prescriptions AND your chronic need (up to 90-day supply) prescriptions at the Kentucky Clinic Pharmacy or other UK Retail Pharmacies, on a walk-up (in person) basis. The web site is:

<http://www.hosp.uky.edu/Pharmacy/outpatientpharmacy.html>

### **Special Procedure for Injectable Medications**

Express Scripts Specialty Pharmacy is a pharmacy management program specializing in the provision of high-cost biotech and other injectable drugs used to treat long-term chronic disease states via the CuraScript/Accredo Pharmacy. The retail pharmacy of the Member’s choice will be able to dispense the first injection prescription and then the Member will be required to obtain subsequent doses from CuraScript/Accredo Specialty Pharmacy. As an alternative pharmacy to CuraScript/Accredo, the Member may also use the Kentucky Clinic Pharmacy/UK Retail Pharmacy if you are under the care of a UK Provider. These medications include, but are not limited to, Pegasys, PEG-Intron, Avonex, Betaseron, Copaxone, Rebif, Humira, Enbrel, Neupogen, and Lovenox.

There are other medications which include, but are not limited to Lupron Depot, and Thyrogen that are NOT available on a first-dose basis from the retail pharmacy, but may ONLY be obtained from the Kentucky Clinic Pharmacy or Express Scripts CuraScript/Accredo program. There are other medications which include, but are not limited to Peg-Intron, Pegasys, Ribavirin, Incivek, Victrelis, Nexavar, Sprycel, Sutent, Tarceva, Zelboraf, Xalkori, Zytiga that are NOT available on a first-dose basis from the retail pharmacy OR from Kentucky Clinic Pharmacy, but may ONLY be obtained from the Express Scripts CuraScript/Accredo pharmacy.

There are other injectable medications that may be administered only by the physician. Coverage status of these medications as a pharmacy benefit versus medical benefit is subject to review and prior-approval by the Plan.

## Covered Prescription Drugs

1. Covered prescription drugs, medicines or medications must
  - a. Be prescribed by a qualified practitioner for the treatment of a sickness or bodily injury;
  - b. Be dispensed by a pharmacist;
  - c. Require a prescription by federal law unless otherwise excluded.
2. Benefits are provided for Medically Necessary Prescription Drugs and medicines incidental to care of an Outpatient.
3. All compound medications containing at least one prescription ingredient in a therapeutic amount.
4. Injectable insulin when prescribed by a physician, including diabetic supplies (needles, syringes, teststrips, lancets, pens).
5. Aerochambers, spacers, peak flow meters;
6. Self-administered injectable drugs, limited to those approved by the Prescription Benefit, and available through the Participating Pharmacies or Express Scripts Curascript/Accredo program;
7. Selected high-cost Injectable drugs intended for administration in a Provider's office may be covered ONLY if pre-approved by the Plan and obtained ONLY through the Kentucky Clinic Pharmacy/UK Retail Pharmacy or Express Scripts Curascript/Accredo Pharmacy program.
8. Oral contraceptives;
9. Special Foods for Inborn Errors of Metabolism: Amino acid modified preparations and low-protein modified food products for the treatment of inherited metabolic diseases if the amino acid products are prescribed for the therapeutic treatment of inherited metabolic diseases and administered under the direction of a physician.
  - a. Coverage for amino acid modified preparations and infant formulas are subject, for each Plan Year, to a cap of twenty-five thousand dollars (\$25,000), and low-protein modified food products shall be subject, for each Plan Year, to a cap of four thousand (\$4,000), subject to annual inflation adjustments.
  - b. Covered services under this section are for the following conditions: (1) Phenylketonuria; (2) Hyperphenylalaninemia; (3) Tyrosinemia (types I, II and III); (4) Maple syrup urine disease; (5) A-ketoacid dehydrogenase deficiency; (6) Isovaleryl-CoA dehydrogenase deficiency; (7) 3-methylcrotonyl-CoA carboxylase deficiency; (8) 3-methylglutaconyl-CoA hydratase deficiency; (9) 3-hydroxy-3-methylglutaryl-CoA lyase deficiency (HMG-CoA lyase deficiency); (10) b-ketothiolase deficiency; (11) Homocystinuria; (12) Glutaric aciduria (types I and II); (13) Lysinuric protein intolerance; (14) Non-ketotic hyperglycinemia; (15) Propionic acidemia; (16) Gyrate atrophy; (17) Hyperornithinemia / hyperammonemia / homocitrullinuria syndrome; (18) Carbamoyl phosphate synthetase deficiency; (19) Ornithine carbamoyl transferase deficiency; (20) Citrullinemia; (21) Arginosuccinic aciduria; (22) Methylmalonic acidemia; and (23) Argininemia.
  - c. The Member should use Participating Pharmacies for prescription products and special supplements. If the purchase of such foods is from a supplier who will not bill Express Scripts, the Member should submit the detailed receipt along with a copy of the prescription to University of Kentucky Employee Benefits Customer Service for reimbursement.

## LIMITS TO COVERED PRESCRIPTION DRUG BENEFIT

1. The covered benefit for any one prescription will be limited to:
  - a. Quantities that can reasonably be expected to be consumed or used within 30 days or as otherwise authorized by the Plan;
  - b. Refills only up to the number specified by a physician;
  - c. Refills up to one year from the date of the initial prescription order.
2. Certain prescription drugs require prior-authorization in accordance to guidelines adopted by Express Scripts, including but not limited to: growth hormones, Epogen/Procrit, Enbrel, Humira, Prolastin, Lidoderm, Lovaza, Forteo, Regranex, and Aranesp.

3. Inclusion of a particular medication on the Preferred Drug List is not a guarantee of coverage. The level of benefits received is based on your prescription drug benefit and the Preferred Drug List status of each drug at the time the prescription is filled. The Plan reserves the right to reassign drugs to a different level or non-formulary status at any time during the plan year. The Plan also reserves the right to change quantity limits or prior authorization status during the plan year.
4. Certain medical supplies and drugs may be separate from the Prescription Drug Benefit. Members may not obtain these items as pharmacy benefits using the Plan's prescription benefit. The supplier of these items must submit a claim directly to the member's UK health plan.

## **EXCLUDED PRESCRIPTION DRUGS**

1. Over the counter products that may be purchased without a written prescription or their equivalents. This includes those drugs or medicines which become available without a prescription having previously required a prescription. This does not apply to injectable insulin, insulin syringes and needles and diabetic supplies, which are specifically included.
2. Over the Counter equivalents: As determined by the Prescription Benefit, these are selected prescription drugs (legend drugs) according to First DataBank (FDB) with OTC equivalent product(s) available.
  - a. These products have a similar OTC product which has an identical strength, an identical route of administration, identical active chemical ingredient(s), and an identical dosage form (exceptions may be made for similar oral liquid dosage forms); (e.g., Niferex-150, Lac-Hydrin, benzoyl peroxide products, Lamisil AT, Lotrimin AF).
  - b. These products have a similar OTC product which has an identical systemic strength (for orally administered medications; or can achieve an identical systemic strength by using multiples of the OTC product reserved for select products), same route of administration, same active chemical ingredient (variations of salt forms included), and a similar dosage form. Topically administered legend products may not have the same strength (concentration) as their similar OTC equivalent, but will reside within or near a range of strengths available (lower strength legend products will be included if there are higher strength OTC products available) for similar OTC equivalent products (e.g., benzoyl peroxide products, lidocaine products).
3. Therapeutic devices or appliances, even though such devices may require a prescription including (but not limited to):
  - a. Hypodermic needles, syringes, (except needles and syringes for diabetes);
  - b. Support garments;
  - c. Test reagents;
  - d. Mechanical pumps for delivery of medications and ancillary pump products;
  - e. Implantable insulin pumps;
  - f. Other non medical substances;
  - g. Durable medical equipment
4. Injectable drugs, including but not limited to:
  - a. Immunization agents;
  - b. Biological serum;
  - c. Vaccines;
  - d. Blood or blood plasma; or
  - e. Self administered medications not indicated in covered prescription drugs.
  - f. Injectable drugs intended for administration in a Provider's office or other medical facilities are NOT covered if purchased by a Member directly from a retail pharmacy.
5. Any oral drug or medicine or medication that is consumed or injected, at the place where the prescription is given, or dispensed by the qualified practitioner;

6. Contraceptives, other than oral, topical patch, diaphragm Nuvaring, or Medroxyprogesterone injection, whether medication or device, regardless of the purpose for which they are prescribed (e.g., implants, IUDs);
7. Implantable time-released medications or drug delivery implants.
8. Abortifacients (drugs used to induce abortions - refer to medical benefit for life threatening abortion coverage);
9. Experimental or investigational drugs or drugs prescribed for experimental, non-FDA approved, indications.
10. Any drug prescribed for intended use other than for:
  - Indications approved by the FDA; or
  - Recognized off-label indications through peer-reviewed medical literature;
11. Compound chemical ingredients or combination of federal legend drugs in a non-FDA approved dosage form. Drugs, including compounded drugs, which are not FDA approved for treatment for a specified category of medical conditions, unless the Plan determines such use is consistent with standard medical practice and has been effective in published peer review medical literature as to leading to improvement in health outcomes.
12. Dietary supplements, nutritional products, or nutritional supplements except for hereditary metabolic diseases only;
13. Herbs, minerals, fluoride supplements and vitamins, except prenatal (including greater than one milligram of folic acid) and pediatric multi-vitamins with fluoride;
14. Progesterone crystals or powder in any compounded dosage form;
15. Allergen extracts;
16. Anabolic steroids;
17. Treatment for onychomycosis (nail fungus), except for immunocompromised or diabetic patients;
18. Medications used in the treatment of a non-covered diagnosis.
19. Any drug used for infertility purposes, including but not limited to oral, vaginal or injectable (e.g., Clomid, Crinone, Profasi, and HCG).
20. Any drug used for cosmetic purposes, including but not limited to:
  - Tretinoin (e.g., Retin A), except if you are under age 30 or are diagnosed as having adult acne;
  - Anti wrinkle agents or photo-aged skin products (e.g., Renova, Avage);
  - Dermatological or hair growth stimulants (e.g., Propecia, Vaniqa);
  - Pigmenting or de-pigmenting agents (e.g., Solaquin);
  - Injectable cosmetics (e.g., Botox)
21. Anorectic or any drug used for the purpose of weight reduction or weight control, suppress appetite or control fat absorption, including, but not limited to, Adderall, Dexedrine, Xenical.
22. Any drug prescribed for impotence and or sexual dysfunction, (e.g., Muse, Viagra, Cialis, Levitra, Caverject, Edex, Yohimbine).
23. For prescription drugs:
  - In a quantity which is in excess of a 30 day supply obtained at a retail pharmacy;
  - In a quantity which is in excess of a 90 day mail order supply;
  - In a quantity which is in excess of the amount prescribed;
24. Replacement of lost or stolen medications is not covered.
25. Drugs obtained at a non-participating provider pharmacy.
26. Any drug for which a charge is customarily not made, or for which the dispenser's charge is less than the co-payment amount in the absence of this benefit.

27. Prescriptions that are to be taken by or administered to the covered person, in whole or in part, while he or she is a Member in a facility where drugs are ordinarily provided by the facility on an inpatient basis, are not covered. Inpatient facilities include, but are not limited to:

- Hospital;
- Rest home;
- Sanitarium;
- Skilled nursing facility;
- Convalescent hospital;
- Hospice facility

Benefits are not provided for medication used by an Outpatient to maintain drug addiction or drug dependency, Methadone Maintenance Program or medications which are excessive or abusive for your condition or diagnosis.

The Plan Manager may decline coverage of a specific medication or, if applicable, drug list inclusion of any and all drugs, medicines or medications until the conclusion of a review period not to exceed six (6) months following FDA approval for the use and release of the drug, medicine or medication into the market.

Items that may be covered by state or federal programs, such as items covered by Worker's Compensation.

Expense incurred will not be payable for the following:

- Legend drugs which are not recommended and not deemed necessary by a prescriber;
- The administration of covered medication;
- Any drug, medicine or medication received by the covered person:

Before becoming covered under the Plan; or After the date the covered person's coverage under the Plan has ended;

- Any drug, medicine or medication labeled "Caution - limited by Federal Law to investigational use" or any experimental drug, medicine or medication, even though a charge is made to the covered person;
- Any costs related to the mailing, sending or delivery of prescription drugs;
- Any fraudulent misuse of this benefit including prescriptions purchased for consumption by someone other than the covered person;
- Prescription or refill for drugs, medicines or medications that are lost, stolen, spilled, spoiled or damaged;
- More than one prescription for the same drug or therapeutic equivalent medication prescribed by one or more Qualified Practitioners and dispensed by one or more Pharmacies until at least 75% of the previous Prescription has been used by the Covered Person, unless the drug or therapeutic equivalent medication is dispensed at a mail order service in which case 66% of the previous Prescription must have been used by the covered person;
- Any drug or biological that has received an "orphan drug" designation, unless approved by the Plan;

Any Co-payment or Coinsurance you paid for a prescription that has been filled, regardless of whether the Prescription is revoked or changed due to adverse reaction or change in dosage or Prescription.



# UK PRESCRIPTION PLAN COMPLAINT AND GRIEVANCE PROCESS

There is a formal complaint and appeal process for handling Member concerns. A complaint is an oral or written expression of dissatisfaction. An appeal is a request to change a previous decision made by Express-Scripts for the Prescription Benefit. If a Covered Person has a problem or complaint regarding any aspect of the administration of benefits by UK Prescription Plan, the Member may contact the UK HR Benefits Office or Express Scripts Customer Service to discuss the matter. If the matter cannot be resolved within a reasonable time to the Member's satisfaction, the Member may submit a written appeal. The UK Prescription plan provides a five-step appeal process to resolve Member concerns. The administrative remedies established by this appeal process must be satisfied before legal remedies are sought.

## **Step 1 - Informal Inquiry**

We recommend that you always contact Express Scripts Customer Service first when you have a problem, concern or complaint. The Customer Service toll-free number is 1-877-242-1864 (or 1-800-972-4348 for hearing-impaired). You may also write UK HR Prescription Benefits, 115 Scovell Hall, Lexington, KY 40506-0064 or call the Benefits Office at 1-800-999-2183, option 3.

Inquiries should include a summary of the issue, provide a description of any previous contact(s) with the Plan regarding the matter in question, and describe the relief sought. Most inquiries are handled immediately. If further research is required, a representative will respond to you within 7 working days. If additional information from a Provider/Prescriber is required, the Plan may need additional time to respond to your concern through all phases of the appeal process. In such cases, the Plan will notify you of any delays.

## **Step 2 - Written Appeal**

If your concern is not settled to your satisfaction at Step 1, you may appeal the decision within 45 days following the day of your first request for coverage by submitting a written statement of concern to:

Express Scripts, Inc.  
Attention: Pharmacy Appeals – DIV KYU  
6625 West 78<sup>th</sup> Street  
Mail Route #BL0390  
Bloomington, MN 55439

The statement should include a summary of the complaint or issue, information regarding previous contact(s) with the plan regarding the matter in question and a description of the relief sought. Express Scripts Appeals Dept. will notify you of the decision within 30 days after receipt of the appeal.

## **Step 3 - Formal Grievance Hearing**

If you are not satisfied with the outcome of your appeal, you may submit a written request for a hearing to the Prescription Plan Grievance Committee within 30 days after receipt of the appeal decision. The request should be directed to UK HR Benefits, Prescription Plan Appeals Coordinator, 115 Scovell Hall, Lexington, KY 40506-0064-. The Grievance Committee will acknowledge your request within 7 working days and hear your case within 30 days. The Grievance Committee will review the appeal decision, and any additional evidence you submit, and make a recommendation. If the Grievance Committee recommends that the relief you sought be granted, you will be promptly informed. If the Grievance Committee recommends that the denial be upheld, you will be notified within 60 days.

#### **Step 4 - Final Internal Appeal**

If you are not satisfied with the outcome of the Grievance Hearing, you may submit a written request within 30 days to the Associate Vice President, Human Resource Services, at the University of Kentucky, 101 Scovell Hall, Lexington, KY 40506-0064. The statement should include a summary of the complaint or issue, information regarding previous contact(s) with the plan regarding the matter in question and a description of the relief sought. The UK Director of Employee Benefits has the discretion to establish a committee to perform the Final Appeal process. The Director and/or the committee so established, as applicable, shall review the entire grievance file, including prior decisions rendered on the matter under review, and may request additional information from the participants, prior to rendering the final appeal decision. The final appeal decision will be rendered within 30 days of request.

#### **External Grievance Process**

- A. If a Participant has exhausted the Plan's internal appeals process and the Participant is not satisfied or the Plan failed to render a decision within the specific timeframe, a Participant may be eligible for an External Review by an Independent Review Entity under the following conditions:
- (1) The Plan made an adverse determination, as defined in KRS 304.17A-600 (1) (a); Definitions for KRS 304.17A-600 to 304.17A-633.
    - (a) "Adverse determination" means a determination by an insurer or its designee that the health care services furnished or proposed to be furnished to a covered person are:
      - i. Not medically necessary, as determined by the insurer, or its designee or experimental or investigational, as determined by the insurer, or its designee; and
      - ii. Benefit coverage is therefore denied, reduced, or terminated.
    - (b) "Adverse determination" does not mean a determination by an insurer or its designee that the health care services furnished or proposed to be furnished to a covered person are specifically limited or excluded in the covered person's health benefit plan;
  - (2) The Participant was enrolled on the date of the service, or, if prospective denial, was enrolled and eligible to receive covered benefits on the date the service was requested; and
  - (3) The entire cost of treatment or service will cost the Participant at least \$100 if not covered by the Plan.
- B. A Participant, an authorized person or a Provider with the Participant's consent may request an External Review. The request for review must be received within 60 days after the Plan's internal appeal decision letter. The confidentiality of all records used in the review shall be maintained throughout the process. A Participant shall make a request for External Review in writing to the Plan. The written consent authorizing the Independent Review Entity to obtain all necessary medical records from both the Plan and the Provider with information related to the denied coverage shall accompany the request. The Plan shall have consent forms available to Participants upon request to a toll-free telephone number or at an address noted in the Certificate of Coverage.
- C. The External Review decision shall be rendered by the Independent Review Organization within 21 days after receipt of the request by the Plan. An extension of up to 14 days is permitted if agreed to by both the Participant and the Plan. A participant may request that an appeal be expedited if the Participant is hospitalized or if the normal 21 day timeframe would place the Participant's life at risk. If expedited, the decision shall be made within 24 hours. An extension of up to 24 hours is permitted if the Participant and the Plan agree. If the decision of the Independent Review Organization is in favor of the Participant, the Plan must comply with the decision.
- D. A Participant requesting External Review shall be assessed a \$25 filing fee that is to be paid to the Independent Review Entity and shall be refunded to the Participant if the final decision is in favor of the Participant. If a Participant is unable to pay the filing fee, the Participant shall request a waiver of the filing fee in writing to the Plan. The cost of External Review shall be paid

by the Plan. If the Plan decides that a Participant is not eligible for an External Review and the Participant disagrees, the Participant may file a complaint with the Kentucky Department of Insurance. The Department of Insurance will render a decision within five days. A Participant with questions about the External Review process may contact the Appeals Department of the Provider or the Plan.

#### **CONTACT INFORMATION**

If you have questions about the retail drug program, the mail order program or your prescription order, please call the Express-Scripts toll free customer service number at 1-877-242-1864 (or 1-800-899-2114 for hearing impaired). These toll-free numbers are listed on the back of your pharmacy benefit member identification card.

You may also obtain information by calling University of Kentucky Employee Benefits Customer Service, or by going to the web site address: <http://www.uky.edu/HR/benefits> or [http://www.uky.edu/HR/benefits/prescription\\_overview.html](http://www.uky.edu/HR/benefits/prescription_overview.html) and click on the available links to access the type of information you need. You may also contact the UK Prescription Benefit Pharmacists in the UK Employee Benefits Office at 859-218-5979 or 855-218-5979 (toll free) .

#### **TERMINATION OF COVERAGE**

Coverage under this plan will terminate on the date a participant is no longer enrolled in a covered University of Kentucky Health Plans (UK-HMO, UK-PPO, UK-EPO, UK-RHP, or UK-Indemnity).