

**UNIVERSITY OF CHICAGO HEALTH PLAN  
CERTIFICATE OF COVERAGE**

**For**

**UNIVERSITY OF CHICAGO EMPLOYEES**

*Effective January 1, 2017*

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*Revised January 1, 2017*

## INTRODUCTION

**WELCOME TO THE UNIVERSITY OF CHICAGO HEALTH PLAN (“UCHP”).** The University of Chicago Health Plan (UCHP) offers comprehensive health care to the faculty and employees of the University of Chicago and their families. All treatment covered under UCHP is provided at University of Chicago Medicine facilities including the University of Chicago Medical Center (UCMC), and by UCHP PCPs and UCHP Specialists, except as noted herein.

Effective January 1, 2017, UCHP has contracted with Aetna to administer existing plan benefits. As the new UCHP administrator, Aetna will simply help UCHP provide customer service and medical management services. Aetna also will enable UCHP membership to better access health tools, resources and programs, such as a 24 hour Informed Nurse Healthline and online access to plan information

## GRANDFATHERED STATUS

UCHP is a “non-grandfathered” health plan under the Patient Protection and Affordable Care Act (Affordable Care Act) effective January 1, 2014. This means that certain additional consumer protections of the Affordable Care Act shall be applicable to your plan.

## BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below. Please read this entire Certificate to obtain a complete description of your benefits. It is important to remember that benefits will only be provided for services or supplies that have been provided or ordered by your Primary Care Physician and in certain cases also pre-certified by UCHP through Aetna’s Utilization Management Team, unless otherwise provided for in this Certificate. Each member chooses a Primary Care Physician (PCP) from the UCHP list of Primary Care Physicians. All patient care is coordinated and managed through this physician in conjunction with UCHP through Aetna’s Utilization Management Team and UCHP’s Medical Directors If deemed necessary for optimal patient care, referrals to specialists will be arranged by your UCHP PCP.

Please note that care provided outside of the Chicagoland area is covered only when services are provided for emergency conditions, as defined and further set forth in the relevant sections of this Certificate of Coverage. Other than in emergent situations, out-of-network care for covered services will be approved only when care is not available in-network. Further, in order to be covered such care must be consistent with standards of good medical practice and must not be considered experimental.

### **PHYSICIAN / PROVIDER BENEFITS**

✚ Your Cost for Covered PCP Office Services	\$25 per visit
✚ Your Cost for Covered Specialty Care Office Services	\$45 per visit
✚ Your Cost for Outpatient Mental Health/Chemical Dependency Care	\$25 per visit
✚ Number of Outpatient Mental Health Care Office Visits Covered	Unlimited

### **INPATIENT HOSPITAL BENEFITS**

✚ Your Cost for Covered Inpatient Services	\$350 per admission
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### **OUTPATIENT HOSPITAL BENEFITS**

No Cost

### **OUTPATIENT REHABILITATIVE SERVICE BENEFITS**

✚ Your Cost for Covered Services	None
✚ Number of Outpatient Rehabilitative Treatments Covered per year (combined Physical Therapy, Occupational Therapy and Speech Therapy)	60 treatments

### **URGENT CARE & EMERGENCY CARE BENEFITS** (copay

*waived if admitted within 24 hours)*

✚ Your Cost for an Urgent Care Visit	\$45 per visit
✚ Your Cost for an Emergency Room Visit	\$125 per visit
✚ Your Cost for Emergency Ambulance Transportation	None

### **OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFITS**

- ✚ Your cost for prescriptions filled at UCMC's Duchossois Center for Advanced Medicine (DCAM)

Pharmacy:

Generic Drug 30 day supply	\$ 5 co-payment
Generic Drug 90 day supply	\$10 co-payment
Preferred Brand Drug 30 day supply	\$15 co-payment
Preferred Brand Drug 90 day supply	\$30 co-payment
Non-Preferred Brand Drug 30 day supply	\$30 co-payment
Non-Preferred Brand Drug 90 day supply	\$60 co-payment
Specialty Drugs	\$75 copay/prescription for 30 day supply

- ✚ Your cost for prescriptions filled through CVS Caremark's Mail Order Pharmacy program:

Generic Drug 90 day supply	\$20 copayment
Preferred Brand Drug 90 day supply	\$60 co-payment
Non-Preferred Brand Drug 90 day supply	\$90 co-payment
Specialty Drugs	\$75 copay/prescription for 30 day supply

- ✚ Your cost for prescriptions filled at a contracted CVS Caremark retail pharmacy:

*First Refill (30 days) and Second Refill (30 days)*

Generic Drug 30 day supply	\$10 co-payment
Preferred brand drug 30 day supply	\$30 co-payment
Non-preferred brand drug 30 day supply	\$45 co-payment
Specialty Drugs	\$75 copay/prescription for 30 day supply

*Subsequent Refills*

***50% of the cost of the medication***

### **ELIGIBILITY**

Any University of Chicago employee or faculty member who is eligible for health care benefits is eligible for UCHP. Eligibility is defined by the University Benefits Office. There is no waiting period for plan coverage.

The benefits described in this Certificate will be provided to persons who:

- meet the definition of an Eligible Person as specified in the Group Policy;
- have applied for this coverage; and
- have received a UCHP identification card

### **ANNUAL OUT-OF-POCKET MAXIMUM**

Your maximum out-of-pocket expenses (including prescription drugs) for covered services provided in-network is limited to \$1,500 for single coverage, or \$3,000 for family coverage. This out-of-pocket limit applies to amounts you pay towards deductibles, as well as any required co-pays or coinsurance. Your premium contributions do not count against this limit. Additionally, any out-of-pocket expenses you incur for out-of-network services, including balance billing amounts, as well as expenses for non-covered services, do not count against the annual out-of-pocket maximum.

### ***LIMITING AGE FOR DEPENDENT CHILDREN:***

- Qualified Married/Unmarried Dependents up to age 26
- Qualified Married/Unmarried Dependents who are veterans up to age 30 and who have:
  - Served in active duty or reserve duty in the U.S. Military
  - Received a release or discharge other than a dishonorable discharge and reside in Illinois
  - Submit proof of service using DD2-14 discharge form
- Married dependents' spouses and children do not qualify

### ***INDIVIDUAL COVERAGE***

“**Individual Coverage**” means that your application for coverage is only for yourself. If you have Individual Coverage, only your own health care expenses are eligible for coverage. If you have Individual Coverage, newborn children will be covered from the moment of birth as long as the University Benefits Office receives a completed "Benefits Change Form" and appropriate documentation within 31 days of the birth. An employee of the University of Chicago may enroll in UCHP as an employee or as a dependent of an employee, but not as both.

### ***FAMILY COVERAGE***

“**Family Coverage**” means that your application for coverage is for yourself and other eligible members of your family. Whenever the term “you” or “your” is used in describing your benefits, we mean all eligible family members who have been enrolled under your Family Coverage. Under Family Coverage (including Civil Unions), your health care expenses, those of your spouse, and those for your and/or your spouse’s married/unmarried children who are under the age of 26 years (or for veterans under the age of 30 years) will be covered. A qualified Domestic Partner and his/ her children are also eligible dependents. All of the provisions of this Certificate that pertain to a spouse also apply to a Domestic Partner.

If you have Family Coverage, newborn children will be covered from the moment of birth as long as the University Benefits Office receives a completed Benefits Change Form and appropriate documentation within 31 days of the birth. Coverage for married/ unmarried children will end on the last day of the calendar month in which the limiting age birthday falls.

Children who are under your legal guardianship or who are in your custody under an interim court order prior to finalization of adoption will be covered. In addition, children who are not living with you, but for whom you are required by law to provide health care coverage will be covered.

Any children who are dependent upon you for support and maintenance because of intellectual disability or physical handicap will be covered regardless of age as long as they were covered by UCHP prior to reaching the limiting age of 26 years (or 30 years if a qualifying veteran).

This coverage does not include benefits for foster children or grandchildren, unless such children have been legally adopted or are under your legal guardianship.

### ***AWAY COVERAGE***

Subscribers and their Dependents who are out of town on sabbatical, away at college or summer camp, or otherwise not in the greater Chicagoland area should purchase additional health insurance coverage for non-emergent care services. All treatment covered under UCHP is provided at University of Chicago Medicine facilities and by UCHP designated providers, except as noted herein; thus, services received at non-University of Chicago Medicine facilities or by non-UCHP designated providers will not be covered by UCHP.

### ***PERSONS WITH MEDICARE***

For individuals who have both UCHP coverage and are eligible for Medicare coverage, the benefits of this Certificate will be primary to Medicare (that is, UCHP will pay benefits first, before Medicare pays). This applies to any eligible employee, spouse or dependent child who is under age 65 and entitled to Medicare solely on the basis of a disability.

### ***PERSONS WITH END STAGE RENAL DISEASE***

If you, your spouse, or your dependent child is eligible for Medicare solely on the basis of End-Stage Renal Disease (ESRD), the benefits of this Certificate will be primary to Medicare for a limited period of time (the ESRD Primary Period) as specified in the Medicare Secondary Payor (MSP) rules. After the ESRD Primary Period, Medicare will become your primary payer (and this Certificate, secondary) and your benefits will be determined as explained below for persons who are not affected by the MSP laws.

You are responsible to notify Aetna on behalf of UCHP of Medicare eligibility. Members with Medicare coverage are responsible for Medicare Part B coverage payments. You must maintain your Medicare Part B Coverage for medical coverage in the plan.

### ***PERSONS NOT AFFECTED BY THE MEDICARE SECONDARY PAYOR (MSP) LAWS***

If you and/or your spouse are eligible for Medicare and are not affected by the MSP rules and you meet the definition of an Eligible Person stated earlier in this Eligibility Section, you and/or your spouse's (if he/she is also eligible for Medicare and not affected by the MSP laws) benefits under this Certificate will be determined as follows:

- the benefit payment for a Covered Service will be determined according to the payment provisions of this Certificate;
- the amount paid or payable by Medicare will be deducted; and
- the difference, if any, is the amount that will be paid under this Certificate.

Please contact the University Benefits Office if you have any questions regarding the ESRD Primary Period or any other provisions of the MSP laws and their application to you, your spouse or your dependents.

### ***CHANGING FROM INDIVIDUAL TO FAMILY COVERAGE OR ADDING DEPENDENTS TO YOUR FAMILY COVERAGE***

You can change from Individual to Family Coverage or add additional dependents to your Family Coverage, either because of marriage, civil union, birth or adoption of a child, obtaining legal custody of a child prior to adoption, or the establishment of a Domestic Partnership, if you apply for the change within 31 days of the date of the marriage, civil union, birth, adoption, court order or establishment of Domestic Partnership. Your Family Coverage or the coverage for your additional dependent(s) will then be effective from the date of the marriage, civil union, birth, adoption, court order or Domestic Partnership. To enact such a change, please obtain a Benefits Change Form from the University Benefits Office and return the completed form within 31 days of the qualified life event.

In the case of birth or adoption of a child, the newborn or newly adopted child as well as your spouse and any other dependents can be added to your coverage at the time of the birth or adoption. In the case of marriage, civil union, or Domestic Partnership, only your spouse or Domestic Partner and his/her children can be added at that time; additional children who were previously eligible but not enrolled cannot be added.

If you do not submit your application for Family Coverage or add dependents within 31 days of the qualified life event, you must wait until your employer's annual open enrollment period to do so. Your Family Coverage or the coverage for your additional dependents will then be effective on the first day of the month of the new coverage year.

### ***CHANGING FROM FAMILY TO INDIVIDUAL COVERAGE***

You can apply to change from Family to Individual Coverage either because of a divorce, death, end of Domestic Partnership, or establishment of other medical coverage, if you apply for the change within 31 days of the date of the applicable change. Your Individual Coverage will then become effective from the date the qualified life event occurred. To enact such a change, please obtain a Benefits Change Form from the University Benefits Office and return the completed form within 31 days of the qualified life event.

### ***YOUR IDENTIFICATION CARDS***

You and any enrolled family members will receive a UCHP medical identification (ID) card from Aetna and a UCHP pharmacy benefits ID card from CVS Health. The ID cards contain your identification number, the name of the Primary Care Physician (PCP) or PCP site selected (medical card only), plan contact information, and information regarding plan copayments. You should carry your ID cards with you at all times.

### ***TERMINATION OF COVERAGE***

You will no longer be entitled to the health care benefits described in this Certificate when you no longer meet the previously stated description of an Eligible Person.

If one of your dependents becomes ineligible, his or her coverage will end on the date the event occurs which makes him or her ineligible (date of marriage, divorce, etc). Coverage for married/ unmarried children will end on the last day of the calendar month in which the limiting age birthday falls.

Your coverage (and the coverage of all enrolled family members) will be terminated at UCHP's option for failure to pay any required premium or charge, fraud or material misrepresentation, or material violation of the terms of this Certificate. In addition, your coverage may be cancelled if you (or one of your family members), after having been given the opportunity to select another PCP, fail to establish a satisfactory patient-physician relationship with a PCP because you have repeatedly refused to follow the treatment plan prescribed by the physician. Aetna on behalf of UCHP must notify you in writing at least 31 days in advance of termination that it considers your patient-physician relationship to be unsatisfactory.

Benefits will not be provided for any services or supplies received after the date your coverage terminates under this Certificate unless specifically stated otherwise in the benefit sections of this Certificate or below under the heading Extension of Benefits in Case of Termination of Coverage. However, termination of your coverage will not affect your benefits for any services or supplies that you received prior to your termination date.

### ***EXTENSION OF BENEFITS IN CASE OF TERMINATION OR COVERAGE***

If your employer terminates its coverage under this Policy and you are Totally Disabled at that time, benefits will be provided for (and limited to) the Covered Services described in this Certificate which are rendered to you for your disability for up to 12 months from the date of termination or until you are no longer Totally Disabled, whichever occurs first. These benefits are subject to all of the terms and conditions of this Certificate including, but not limited to, the requirements regarding PCP orders. It is your responsibility to notify Aetna on behalf of UCHP, and to provide when requested, written documentation of your disability.

### ***REPLACEMENT OF DISCONTINUED GROUP COVERAGE***

Persons who are Totally Disabled on the effective date of this coverage but who otherwise meet the definition of an Eligible Person under this coverage and who were covered under a prior group policy will be eligible for coverage under this Certificate.

Totally Disabled dependents of an Eligible Person will be considered eligible dependents under this Certificate provided such dependents meet the description of an eligible family member as specified in the Family Coverage section of this Certificate. Dependent children who have reached the limiting age of this Certificate but were covered under a prior group policy and are intellectually disabled or physically handicapped and dependent upon the Eligible Person for support and maintenance will be considered eligible dependents under this Certificate.

Such Totally Disabled persons will be entitled to all of the benefits of this Certificate. Benefits will be coordinated with benefits provided under the prior group policy and the prior group policy will be considered the primary coverage for all services rendered in connection with the disability until the person is no longer Totally Disabled or until the end of the prior policy's discontinuance of coverage extension of benefits provisions, whichever occurs first. The provisions of this Certificate including those requirements for receiving a PCP order remain in effect for such Totally Disabled persons.

Should an Eligible Person continue to be Totally Disabled at the end of the prior policy's discontinuance of coverage extension of benefits periods, such person's coverage of his/her dependents under this Certificate will be terminated at that time. Such person will have the option of continuing coverage as specified in the Coverage after Termination Section below.

If a dependent is still Totally Disabled at the end of the prior policy's discontinuance of coverage extension of benefits periods, the dependent's coverage under this Certificate will not be terminated.

### ***COVERAGE AFTER TERMINATION OF EMPLOYMENT***

Under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), certain employers are required to offer continuation of their group health care coverage to employees, spouses and/or dependent children when their coverage would otherwise terminate under the terms of this Certificate. If the provisions of COBRA apply to you, your coverage can be continued after termination as follows:

- An employee whose coverage under this Certificate would otherwise terminate because of termination of employment (other than because of gross misconduct), layoff, or reduction in his/her work hours can continue his/her coverage under this Certificate for up to 18 months from the date that his/her coverage would otherwise have terminated. An employee who has Family Coverage can continue to have Family Coverage. During that 18 month period, if one of the events specified in paragraph 2 below occurs, continuation of coverage for the spouse and/or dependent children of an employee can be extended for an additional 18 months.
- If the employee or one of his/ her eligible dependents is determined to be disabled under the Social Security Act at the time coverage would otherwise terminate, continuation of coverage will be provided for 18 months plus up to an additional eleven (11) months, or until the person is no longer disabled, whichever occurs first. Aetna on behalf of UCHP must be notified within 60 days of the date the disability is determined.
- The spouse and/or dependent children of an employee can continue their coverage under this Certificate in the following circumstances: a) upon the death of the employee; b) upon divorce from the employee; c) if the employee becomes eligible for Medicare and chooses Medicare as his/her primary coverage; or d) in the case of a dependent child, when the child is no longer an eligible dependent (because of reaching the dependent limiting age, etc.). Coverage for

such spouse or dependents can be continued for up to 36 months from the date that coverage would otherwise be terminated.

Continuation of coverage will end before the end of the time periods specified above if: 1) the premiums or charges necessary to continue coverage are not paid; 2) you become eligible for other health care coverage which does not exclude or limit pre-existing conditions; or 3) you become eligible for Medicare. However, becoming eligible for Medicare will not cause continuation of coverage to end for retirees and/or their dependents that are eligible for continuation.

If a person who has chosen to continue his or her coverage under this Certificate becomes covered under other health care insurance which excludes or limits pre-existing conditions, the coverage under this Certificate will be secondary to such other coverage except for such excluded or limited to pre-existing conditions.

#### ***NOTICE OF AND ELECTION OF CONTINUATION OF COVERAGE***

You must notify the University Benefits Office within 31 days of your divorce, legal separation, a dependent child's loss of eligibility, or determination of disability under the Social Security Act. The University is responsible for notifying Aetna on behalf of UCHP of an employee's death, termination, or reduction in hours of employment, or Medicare eligibility.

The University Benefits Office will notify you of the continuation of coverage option within 14 days of having received notice that you qualify for continuation of coverage. Notice sent to the spouse of an employee is considered notice to all other eligible dependents living with the spouse at that time.

If you wish to continue your coverage under this Certificate, you must notify the University Benefits Office within 60 days of receiving the notice of the continuation of coverage option or within 60 days of the date your coverage would otherwise terminate, whichever is later.

#### ***PAYMENT FOR CONTINUATION OF COVERAGE***

The Benefits Office will inform you of the amount of premiums or charges required to continue your coverage. You may pay this amount to the University on a monthly basis. You will be allowed 45 days from the date you notified the University Benefits Office that you wished to continue your coverage to make the first payment. To maintain continuity of coverage, your first payment will be retroactive to the date your coverage would otherwise have terminated.

#### ***YOUR PRIMARY CARE PHYSICIAN***

A Primary Care Physician (PCP) must be selected for you and each of your family members. Your PCP is responsible for coordinating all of your health care benefits covered under this Certificate. You may designate your child's pediatrician as his/her PCP.

To receive benefits for treatment from a UCHP Specialist, you must be referred to that Provider by your PCP. Select services must be approved in advance by UCHP through Aetna's Utilization Management Team. These include but are not limited to services provided in, Genetic Testing, Infertility, specific surgical procedures and other ancillary related services.

The only circumstance under which services not ordered by your PCP are eligible for coverage is when you are receiving treatment for an Emergency, as described further in the Emergency Care Benefits section of this Certificate. It is important that you understand the provisions of that section. Other than in emergent situations, out-of-network care for covered services will be approved only when care is not available in-network. Further, in order to be covered such care must be consistent with standards of good medical practice and must not be considered experimental.

***Please note that benefits will not be provided for services or supplies that are not otherwise covered services under this Certificate, even if they have been ordered by your PCP.***

### **CHANGING YOUR PCP**

You may change your PCP by notifying Aetna on behalf of UCHP of your desired change; Aetna staff will assist you in the specific procedures to facilitate such a change. The PCP change will become effective immediately upon verification of the change from Aetna.

### **PHYSICIAN / PROVIDER BENEFITS**

This section of your Certificate explains your benefits when you receive care from a Physician. Benefits for Covered Services are only extended when such services are provided by or ordered by your PCP. Only services performed by UCHP Physicians (both UCHP PCPs and UCHP Specialists) are eligible for benefits unless otherwise approved. Pre-certification by UCHP through Aetna's Utilization Management Team is also required for select services, including select surgeries and out-of-network services.

### **COVERED PHYSICIAN/PROVIDER SERVICES**

Your coverage includes benefits for the following Covered Services:

#### **Preventive Services (as defined by the Affordable Care Act)**

Routine or preventive care is undertaken without any indication that you are sick. This includes electing such treatments as a baseline physical, a screening mammogram or other screening test, or a flu shot to decrease the likelihood of catching the flu. Routine or preventive care is covered at 100%; other UCHP Terms of Coverage still apply with regard to conditions of coverage.

Preventive services include but are not limited to the following:

- Physical examinations
- Mammograms
- Pap smears
- Flu shots
- Immunizations as recommended by the American Academy of Pediatrics
- Colon cancer screenings such as sigmoidoscopy and colonoscopy
- Laboratory screening tests e.g., PSA, FBS, HgA
- Screening for cervical cancer, osteoporosis, cholesterol abnormalities, high blood pressure, diabetes, sexually transmitted disease, depression, obesity and tobacco use
- Screenings for women whose family history is associated with an increased risk for mutations in the BRCA1 or BRCA2 genes, including both generation counseling and the actual BRCA testing (as recommended by your PCP or a referred specialist)
- Newborn screenings

## **Other Covered Physician Services**

These include the following:

**Surgery** – when performed by a Physician, Dentist, Podiatrist, or when medically necessary when performed by an assistant surgeon (a Physician, Dentist or Podiatrist who actively assists the operating surgeon in the performance of a covered surgical procedure). UCHP does not cover assistant surgeon services for procedures where, based on national average, **assistant surgeons are used in fewer than five percent of the cases.**

**Anesthesia** – if administered in connection with a covered surgical procedure by a Physician (other than the operating surgeon), Dentist or Podiatrist, or by a Certified Registered Nurse Anesthetist.

**Oral Surgery** - coverage is limited to the following services, and is always secondary to benefits provided through any other coverage a member or his/her family may have:

- surgical removal of completely bony impacted wisdom teeth(defined as teeth #1, 16, 17 and 32)
- excision of tumors or cysts from the jaws, cheeks, lips, tongue, roof or floor of the mouth
- surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof or floor of the mouth provided that the injury occurred after your coverage began
- excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts; reduction of dislocation of, or excision of, the temporomandibular joints
- dental treatment of dental injury to sound natural tooth, when treatment begins in 90 days after the date of the dental injury and is completed within 12 months after the date of the dental injury

Benefits are not covered for any services provided under a dental plan. Examples of dental services which are not covered include but are not limited to the following: appliances or supplies for treatment of the teeth, gums, jaws or alveolar processes including periodontal surgery, implants, orthodontic procedures and any dental services related to bodily injury or sickness.

**Medical Care** – services rendered by a UCHP PCP or Specialist, during a professional visit, for the treatment of an illness or injury, including Medical Care rendered to you:

- when you are an Inpatient in a Hospital or Skilled Nursing Facility;
- on an Outpatient basis in your Physician's office, a Hospital, or your home; or
- when you are a patient in a Partial Hospitalization Psychiatric Treatment Program or Home Health Care Program

Medical Care visits will only be covered as long as your stay in a particular facility or program is eligible for benefits as specified in the Hospital Benefits Section of this Certificate.

**Mental Health Care** - includes Medical Care rendered for the treatment of a Mental Illness, provided on either an inpatient or an outpatient basis. Such care is limited to psychotherapy, group therapy, psychological testing and family therapy (family therapy and couples therapy is available to individual members if necessary to treat mental illness and not related to commonly encountered life stressors such as job loss and marital difficulties). In addition to a Physician, Mental Health Care services rendered by a licensed psychiatric social worker, clinical psychologist or other mental health professional are covered.

**Chemical Dependency Treatment Benefits** - includes benefits for the treatment of Chemical Dependency and are the same as those provided for any other condition, as specified in the Other Benefits section of this Certificate.

**Detoxification** – detoxification treatment services are covered but are subject to the Chemical Dependency Treatment provisions specified above.

**Consultations** – an examination and/or treatment by a Physician to obtain advice in the diagnosis or treatment of a condition which requires special skill or knowledge. A consultation requested by your PCP to a UCHP Specialist requires an order but does not require pre-certification by UCHP through Aetna’s Utilization Management Team. Out-of-network consultations must be requested by your PCP and be approved in advance by UCHP through Aetna’s Utilization Management Team to be covered, except in the event of a Life Threatening or severe Emergency.

**Outpatient Periodic Health Examinations** – includes the taking of your medical history, physical examination and any diagnostic tests necessary because of your age, sex, medical history or physical condition. You are eligible for these examinations as often as your PCP, following generally accepted medical practice, finds necessary.

**Clinical Trials** - items and services furnished in connection with participation in an Approved Clinical Trial if the items would have otherwise been eligible for coverage, as long as you can provide information establishing that your participation in the clinical trial is appropriate, or a UCHP Physician determines that your participation in the clinical trial is appropriate.

**Maternity Services** - benefits for maternity services are the same as your benefits for any other condition and are available whether you have Individual Coverage or Family Coverage. Benefits will be provided for delivery charges and for any of the previously described Covered Services when rendered in connection with pregnancy. Remember that you must add the newborn child to your coverage within 31 days of the date of birth.

Your coverage also includes benefits for elective abortions that are authorized and approved by a UCHP PCP or a UCHP Specialist.

**Preventive Services for Women** - includes preventive services for women, including well-woman visits, contraceptive methods and counseling for all FDA-approved methods (including but not limited to barrier methods, hormonal methods, implanted devices, and sterilization), human papillomavirus (HPV) testing, counseling for sexually transmitted infections, screening and counseling for HIV, screening and counseling for interpersonal and domestic violence, and screening for gestational diabetes.

**Lactation Support** - Coverage includes comprehensive lactation support and counseling during pregnancy and/or the post-partum period. The frequency of covered services will be determined using reasonable medical management techniques. These benefits are available in conjunction with each birth. The cost of purchasing breastfeeding equipment is considered an eligible expense.

**Infertility Treatment** - Infertility means the inability to conceive a child after 1 year of unprotected sexual intercourse or the inability to sustain a successful pregnancy. Infertility must be diagnosed by a physician as a medical condition that renders conception impossible through unprotected sexual intercourse or after one year of medically based and supervised methods of conception which a physician has determined to have failed and are not likely to lead to a successful pregnancy. In such cases, certain benefits described below will be provided subject to pre-certification by UCHP through the Aetna Utilization Management Team.

- Benefits will be provided for Covered Services rendered by a UCHP Provider in connection with the diagnosis and/or treatment of infertility.
- Benefits will be provided for 4 completed oocyte retrievals per person per lifetime except that, when one has had a live birth following a completed oocyte retrieval, then benefits will only be provided for 2 additional oocyte retrievals for that person. Once the final covered oocyte retrieval is completed, one subsequent procedure (IVF, GIFT, and ZIFT) used to transfer the oocytes or sperm is covered.
- Drugs used for the treatment of infertility are covered at 75% of cost.

Benefits will not be provided for the following:

- Reversal of voluntary sterilization, tubal ligation, and vasectomy. All other services designed to achieve pregnancy after voluntary sterilization are also not covered.
- Services or supplies rendered to a surrogate for purposes of childbirth. If the UCHP member is the surrogate, UCHP will not cover any charges pertaining to the office visit(s) for consultation regarding surrogacy.
- Cryo-preservation (freezing) or storage of sperm, eggs or embryos when not included in an approved infertility treatment plan.
- Non-medical costs of an egg or sperm donor.
- Infertility treatments which are determined to be Investigational by the American Society for Reproductive Medicine or similar professional society.
- Infertility treatments rendered to dependents under the age of 18.

#### ***COST TO YOU FOR PHYSICIAN SERVICES***

- Benefits for Covered Primary Care office visits are subject to a copayment of \$25 per visit. Benefits for Covered Specialty Care office visits and consultations are subject to a copayment of \$45 per visit.
- Benefits for Outpatient Mental Health Care and Chemical Dependency are subject to a copayment of \$25 per visit.
- Benefits for an approved Inpatient Chemical Dependency Treatment will be paid at 100% of the Provider's approved charge, with a \$350 copayment per visit. Benefits for an approved Outpatient Chemical Dependency Treatment are subject to \$25 copayment per visit then will be paid at 100% of the Provider's approved charge.
- Benefits for covered Emergency Room services are subject to a copayment of \$125 per visit when a covered individual is not admitted for inpatient services within 24 hours of the visit. After payment of the \$125 copayment, benefits will be paid at the Usual and Customary Fee.

## **INPATIENT HOSPITAL BENEFITS**

This section of your Certificate explains your benefits when you receive inpatient care in a Hospital or other health care facility. Benefits for Covered Services are only extended when such services are ordered by your PCP. Only services provided at a University of Chicago Medicine facility are eligible for benefits, unless otherwise approved. Select services are also subject to approval by UCHP through Aetna's Utilization Management Team.

### ***PRE-ADMISSION CERTIFICATION AND CONCURRENT REVIEW***

UCHP utilizes Pre-Admission Certification and Concurrent Review programs to ensure that you receive the most appropriate and cost-effective health care.

**Pre-Admission Certification** – this applies when you need to be admitted to a Hospital as an Inpatient in other than an emergency situation. Prior to your admission, your Attending Physician should obtain approval from UCHP through Aetna's Utilization Management Team. Aetna's Utilization Management Team will certify all medically necessary hospitalizations. The decision to certify hospitalizations is based on nationally recognized criteria. Should your hospital stay not be certified, you will be notified and you may be financially responsible for any costs associated with non-certified days.

**Concurrent Review** - Once you have been admitted to a Hospital as an Inpatient, your stay will be reviewed by UCHP through Aetna's Utilization Management Team. The purpose of that review is to ensure that your stay is appropriate given your diagnosis and the treatment that you are receiving. This is known as Concurrent Review. If your Hospital stay is not medically justified for your type of condition, Aetna on behalf of UCHP will contact your Attending Physician to determine whether there is a medically necessary reason for you to remain in the Hospital. Should it be determined that your continued stay in the Hospital is not medically necessary, you and your attending physician will be informed of that decision in writing, and you may be financially responsible for any costs associated with continued hospitalization.

### ***COVERED INPATIENT HOSPITAL SERVICES***

These include the following:

**Inpatient Care** - benefits are provided for the following services when you are an Inpatient in a Hospital or Skilled Nursing Facility:

- Bed, board and general nursing care. Coverage for the cost of a semi-private room is provided.
- The incremental cost of a private room for patient preference is not covered. Coverage for intensive care is provided when medically necessary.
- Ancillary services (such as operating rooms, drugs, surgical dressings and diagnostic testing).

There are no limits on the number of days available to you for Inpatient care provided that you are admitted at a University of Chicago Medicine facility or other UCHP-approved facility and the days are certified as medically necessary.

### ***COST TO YOU FOR INPATIENT HOSPITAL SERVICES***

There is a \$350 copayment per Inpatient admission. For a service to be covered, the Member must be eligible for coverage at the time the service is performed.

## **OUTPATIENT HOSPITAL BENEFITS**

This section of your Certificate explains your benefits when you receive outpatient care in a Hospital or other health care facility. Benefits for Covered Services are only extended when such services are ordered By your PCP. Only services provided at a University of Chicago Medicine facility are eligible for benefits, unless otherwise approved. Select services are also subject to approval by UCHP through Aetna's Utilization Management Team.

### ***COVERED OUTPATIENT HOSPITAL SERVICES***

These include the following:

**Surgery** - when performed in a University of Chicago Medicine facility or other UCHP-approved facility (such as an Ambulatory Surgical Facility).

**Diagnostic Services** – including tests performed to diagnose your condition or to determine the progress of your illness or injury, such as x-rays, pathology services, clinical laboratory tests, pulmonary function studies, electrocardiograms, electroencephalograms, radioisotope tests and electromyograms.

### **Radiation Therapy**

### **Chemotherapy**

### **Renal Dialysis**

**Electroconvulsive Therapy** - including benefits for anesthesia administered with the therapy if a Physician other than the one administering therapy administers the anesthesia.

**Outpatient Rehabilitative Therapy** – including but not limited to Speech Therapy, Physical Therapy and Occupational Therapy. Limited to therapy which is expected to result in significant improvement in the condition for which it is rendered within 2 months, as determined by your PCP and limited to a maximum of 60 treatments per calendar year. Outpatient Rehabilitative Therapy for social or psychological well-being or recreation and therapy to correct pre-speech deficiencies or to improve speech skills that have not fully developed (such as stuttering, articulation errors and speech delay) are not covered benefits. Coverage is provided for speech deficiencies resulting from injury or childhood deafness.

**Hearing Screening** – when done to determine the need for hearing correction; benefits are not provided for hearing aids.

**Vision Examinations** – Dependents under the age of 18 years are provided one visit to a pediatric ophthalmologist to determine the initial need for vision correction. Unlimited vision screenings (eye chart exams) are available to dependents through UCHP Pediatricians. Routine vision care eye examinations for visual changes or refractive errors (i.e. myopia/nearsightedness, hyperopia/farsightedness, presbyopia) and Lasik refractive surgery are not covered services.

**Dental Accident Care** – dental services rendered by a Dentist or Physician which are required as the result of an accidental injury. However, these services are covered only if the injury is to sound natural teeth and occurred on or after your Coverage Date.

**Family Planning Services** – including family planning counseling, prescribing of contraceptive drugs, contraceptive devices (IUD's, diaphragms, implants, and non-self-administered injectable drugs) and their placement, birth control pills and sterilization. Benefits are not available for the reversal of sterilization.

**Special Programs** - you are entitled to benefits for the special programs listed below. Services covered under these programs are the same as those available when you are in a UCHP-approved facility.

- **Partial Hospitalization Psychiatric Treatment** –a therapeutic treatment program for patients with Mental Illness.
- **Autism** – For members under the age of 21, coverage is provided for the diagnosis and treatment of autism. UCHP Terms of Coverage still apply with regard to the conditions of coverage. All services pertaining to autism treatment must be pre-authorized by UCHP through Aetna’s Utilization Management Team.

**Pre-Admission Testing** – preoperative tests provided to you as an Outpatient at a University of Chicago Medicine facility to prepare you for a covered surgical procedure

**Maternity Services** - Your benefits for services rendered in connection with pregnancy are the same as your benefits for any other condition and are available whether you have Individual Coverage or Family Coverage.

#### ***COST TO YOU FOR OUTPATIENT HOSPITAL SERVICES***

None, other than for approved Emergency Room services (as described in the Emergency Care Benefits section of this Certificate).

### **SUPPLEMENTAL BENEFITS**

This section of your Certificate explains your benefits for certain goods or services you may receive at locations other than a hospital or from a professional other than a physician. When you are being treated for an illness or injury, your treatment may require the use of certain special services or supplies in addition to those outlined in other sections of this Certificate. These services and supplies must be ordered by your PCP and may require pre-certification by UCHP through Aetna’s Utilization Management Team. No benefits are provided for eyeglasses, contact lenses, hearing aids or dental appliances.

#### ***COVERED SUPPLEMENTAL SERVICES***

These include the following:

##### **Medical and Surgical Dressings, Supplies, Casts and Splints**

**Prosthetic Devices** –special appliances and surgical implants required for an illness or injury when required to replace all or part of an organ or tissue; or required to replace all or part of the function of a non-functioning or malfunctioning organ or tissue.

**Orthotic Devices** – custom-made orthotic devices constructed of rigid or semi-rigid material. Adjustments, repairs and replacements of these devices, appliances and implants are also covered when required because of wear or a change in your condition.

**Diabetic Supplies** - includes one glucometer after initial diagnosis and test strips and lancets.

**Durable Medical Equipment** – durable equipment which primarily serves a medical purpose, is appropriate for home use, and generally is not useful in the absence of injury or disease. Benefits will be provided for the purchase of such equipment if it is less expensive than renting the equipment; and benefits for renting the equipment will be provided if the total rental cost does not exceed the purchase price of the equipment. Please contact Aetna on behalf of UCHP prior to deciding whether to purchase or rent equipment.

Examples of durable medical equipment are wheelchairs, hospital beds and ventilators. Benefits will not be provided for strollers, electric scooters, back-up or duplicate equipment, loaner equipment, molding helmets which are for cosmetic reasons (such as positional plagiocephaly) or unrelated to the treatment of disease or injury, ramps, scales, environmental devices, or clothing or special shoes.

**Home Health Care** - an intermittent visit by a skilled practitioner of not more than two hours in duration; this may include nursing care, physical therapy, occupational therapy, and speech therapy. Home Health Care is a covered benefit when the patient is homebound, care is medically necessary, requires a skilled practitioner to provide the care, and the member's medical condition prevents the care from being provided in a physician's office or other ambulatory setting (e.g. infusion therapy at home). Up to 3 visits per day can be ordered (one per 8-hour shift). More frequent visits or those lasting longer than 2 hours by nursing personnel are considered private duty nursing, which is not a covered benefit. Other non-covered services include homemaker services, housekeeping, certified Nursing Assistants, Meals-on-Wheels, helping patients with activities of daily living, and respite care.

**Extended Care/Skilled Nursing Care** - An Extended Care Facility (ECF) or Skilled Nursing Facility (SNF) is covered when the member requires care by a skilled provider that cannot be performed through the Home Health Care benefit and the care is expected to improve the member's condition. The skilled care must be medically necessary and may include nursing, physical therapy, occupational therapy, and speech therapy. Care is expected to be short term, as a transition from one setting to another. Custodial care is not covered, even if skilled care is provided.

**Injectable Medicines** – defined as FDA-approved drugs that cannot be self-administered and which must be administered by injection. Benefits will be provided for the drugs and the administration of the injection. This includes routine immunizations except travel immunizations as detailed in the Outpatient Pharmacy Drug Program section.

**Genetic Testing** – UCHP approves genetic testing in specific situations only upon review. All genetic testing requires pre-certification by UCHP through Aetna's Utilization Management Team.

#### ***PAYMENT FOR COVERED SUPPLEMENTAL SERVICES***

Provider's Charges will be paid up to Usual and Customary Fee for authorized Covered Services specified above.

## **URGENT CARE BENEFITS**

This section of your Certificate explains your urgent care benefits.

### ***TREATMENT OF AN URGENT CONDITION***

Life-threatening emergencies require a visit to a Hospital Emergency Department. An Urgent Condition is a condition that is not an immediate threat to life or function but requires treatment within 48 hours. If you require treatment for an urgent condition, you must contact your Primary Care Physician (PCP) within 24 hours if prior notification is not feasible. All urgent conditions in the Chicagoland area must be treated at the University of Chicago Hospitals or CVS Minute Clinics located within the 10 County Chicago Metropolitan Area and Northwest Indiana (Lake, Porter, LaPorte Counties), or other in-network providers as communicated and updated periodically.

Routine Primary Care Covered Services, including vaccinations and immunizations, are not covered under the Urgent Care Benefit and must be provided by and coordinated through your UCHP PCP.

### ***PAYMENT FOR URGENT CARE***

Benefits for urgent care are subject to a copayment of \$45 per visit. UCHP will cover up to the Usual and Customary Fees.

Should you be admitted to a Hospital as an Inpatient, benefits will be paid as explained in the Hospital Benefits Section of this Certificate. The \$45 urgent condition treatment copayment will be waived if you are admitted to the Hospital as an Inpatient within 24 hours of the urgent care visit. The inpatient admission will be subject to the \$350 per admission copay.

## **EMERGENCY CARE BENEFITS**

This section of your Certificate explains your emergency care benefits.

### ***TREATMENT OF AN EMERGENCY***

If you receive care or treatment for an Emergency (as determined by Aetna on behalf of UCHP under the definition set forth herein), benefits will be provided for the Hospital and Physician services rendered in the treatment of that emergency, whether or not the services were ordered by your PCP. Your PCP must be notified of your condition within 48 hours of this service. Benefits will be limited to the initial treatment of your emergent condition unless further treatment is ordered by your PCP and authorized by UCHP through Aetna's Utilization Management Team. If Inpatient Hospital care is required, it is especially important for you or your family to contact your PCP, as not informing UCHP through Aetna's Utilization Management Team could result in benefits not being provided for your Hospital stay. In such circumstances, a Hospital may hold you financially responsible for the services provided.

### ***RETROACTIVE UTILIZATION REVIEW***

All Emergency Room visits are retroactively reviewed for medical necessity. Expenses incurred for inappropriate emergency room visits will not be covered by UCHP.

### ***PAYMENT FOR EMERGENCY TREATMENT***

Benefits for Emergency Care are subject to a copayment of \$125 per visit. This copayment does not apply to services received from your PCP during regular office hours or to services provided for the treatment of sexual assault. UCHP will cover up to the Usual and Customary Fees.

Should you be admitted to a Hospital as an Inpatient, benefits will be paid as explained in the Hospital Benefits Sections of this Certificate. The \$125 emergency treatment copayment will be waived if you are admitted to the Hospital as an Inpatient within 24 hours of the emergency room visit.

## **TRANSPORTATION BENEFITS**

Full coverage for the cost of emergency ambulance transportation is available when:

- such transportation is rendered in an emergency situation; or
- the need for immediate medical attention has otherwise been reasonably determined by a Physician, public safety official or other emergency medical personnel.

Benefits are available for transportation between your home and the scene of an accident or medical emergency and a Hospital or Skilled Nursing Facility. If there are no facilities in the local area equipped to provide the care needed, benefits will be provided for transportation to the closest facility that can provide the necessary services. Only the use of a certified ground ambulance is covered. The cost of transportation from a hospital to your home or non-emergent transport from your home to a hospital or other healthcare facility is not covered. UCHP will be responsible for charges for emergency ambulance transportation.

### ***MEDICAR TRANSPORT***

Full coverage for the cost of Medicare transport is available for transportation to a rehabilitation Hospital and Skilled Nursing Facility, based on the member's physical ability as evaluated by nursing and physical therapy staff. The Medicare transport must be approved by UCHP through Aetna's Utilization Management Team.

**Transfer to UCMC** - When admitted to an out-of-network Hospital, UCHP through Aetna's Utilization Management Team, will arrange for transfer to UCMC as soon as medically appropriate. Transportation costs for transfer to UCMC from another hospital will be paid by UCHP.

## **HUMAN ORGAN TRANSPLANT BENEFITS**

This section of your Certificate explains your benefits for human organ and tissue transplant when ordered by your PCP. To be eligible for benefits, your PCP must contact UCHP through Aetna's Utilization Management Team prior to scheduling the transplant Surgery.

Benefits specified in the other sections of this Certificate are available for Surgery performed to transplant an organ or tissue. In addition, benefits will be provided for transportation of the donor organ to the location of the transplant Surgery, limited to transportation within the United States and Canada. Payment for Covered Services will be the same as specified in the other sections of this Certificate.

Benefits will be provided for both the recipient of the organ or tissue and the donor subject to the following rules:

- If both the donor and recipient have coverage with UCHP, each will have his/her benefits paid by his/her own coverage.
- If you are the recipient and your donor does not have coverage from any other source, the benefits of this Certificate will be provided for both you and your donor.
- If you are the donor and coverage is not available to you under the recipient's primary health insurance, the benefits of this Certificate will be provided for you. However, benefits will not be provided for the recipient.

In addition to the other exclusions of this Certificate, benefits will not be provided for the following:

- Organ transplants, and/or services or supplies rendered in connection with an organ transplant, which are Investigational as reasonably determined by Aetna on behalf of UCHP.
- Travel time or related expenses incurred by a Provider.

## **HOSPICE CARE BENEFITS**

This section of your Certificate explains your benefits for services received in a Hospice Care Program. A Hospice Care Program is a centrally administered program of palliative and supportive services which provides physical, psychological, social and spiritual care for dying persons and their families.

For benefits to be available for these services, they must have been ordered by your PCP. In addition, they must be rendered by a Hospice Care Program Provider either in your home under a Home Health Care Program or as an Inpatient in a Hospital or Skilled Nursing Facility. Benefits are only available for persons having a life expectancy of six (6) months or less as determined by their physician.

In addition to the Covered Services specified in the Hospital Benefits Section of this Certificate for Inpatient Hospital and Skilled Nursing Facility care and for care in a Home Health Care Program, the following services are covered under the Hospice Care Program:

- Nursing Services
- Physical Therapy
- Occupational Therapy
- Inhalation Therapy
- Radiation Therapy
- Chemotherapy
- X-rays and Laboratory Tests
- Medication
- Medical Supplies and Dressings
- Medical Social Services
- Physician Visits

Benefits are subject to the same payment provisions and limitations specified in the Hospital Benefits and Physician Benefits sections of this Certificate, depending upon the particular Provider involved (Hospital, Skilled Nursing Facility, Home Health Care Program or Physician).

## **OUTPATIENT PRESCRIPTION DRUG PROGRAM BENEFITS**

This section of your Certificate explains your benefits for certain drugs or medicines as part of your treatment for an illness or accident, as prescribed by your Physician. Benefits will be provided only for drugs that are dispensed on or after the effective date of your coverage under the Program.

### ***COVERED DRUGS***

Benefits are available for:

- Drugs, unless otherwise excluded by UCHP, which under the applicable state or federal law, may only be dispensed upon the written prescription of a physician or other lawful provider;
- Immunization agents;
- Compounded medication of which at least one ingredient is a prescription drug;
- Oral Contraceptives (birth control pills), patches, vaginal rings, and emergency contraceptives; Drugs used for treatment of infertility (covered at 75% of cost);
- Drugs used for treatment of impotence covered to benefit maximum of 6 syringes or tablets per 30 days
- Growth hormones when pre-certified by CVS Health on behalf of UCHP; and
- Prescription smoking-deterrent medications.

Benefits for these drugs will be provided when:

- you have a written prescription by your Physician, Dentist or Podiatrist; and
- you fill your prescription at UCMC's DCAM pharmacy, a CVS Caremark retail pharmacy or through CVS Caremark's Mail Order Prescription program, subject to the co-payments outlined in the Outpatient Prescription Drug Program Benefits section of this Certificate. Prescriptions filled at other CVS Caremark contracted pharmacies are subject to additional restrictions and increased costs to you.

Benefits will only be provided for injectable drugs and associated needles and syringes when prescribed for an FDA-approved indication and pre-authorized by the CVS Health on behalf of UCHP.

Notwithstanding the above, benefits will not be provided for:

- Any drug available without prescription;
- Over-the-counter contraceptive devices (including, but not limited to condoms);
- Any drugs used for aging therapy or cosmetic usage;
- Anorectics (any drug used for the purpose of weight loss; e.g. Redux, Fastin);
- CNS stimulants prescription medication for less than 30 days pre-authorized by CVS Health on behalf of UCHP;
- Dietary supplements;
- Any drug used for hair growth/stimulant;
- Smoking-deterrent medications available without prescription;
- Therapeutic devices or appliances, including needles, syringes, support garments and other non- medicinal substances, regardless of intended use, except those listed above; and
- Drugs labeled "Caution-limited by federal law to investigational use," or experimental drugs, even though a charge is made to the individual.

In addition, benefits will not be provided for any prescription or refill dispensed after one year from the date of the prescription.

### **EXCLUSIONS – WHAT IS NOT COVERED**

Expenses for the following are not covered under this Certificate:

- Services or supplies that are not specifically stated in this Certificate. Any services provided for the matter of convenience to a member.
- Services or supplies that were not ordered by your UCHP Physician except as provided in the Emergency Care Benefits section of this Certificate.
- Services or supplies that were received prior to the date your coverage began or after the date that your coverage was terminated.
- Services or supplies for which benefits are available under any Workers' Compensation Law or other similar laws.
- Services or supplies that are furnished to you by the local, state or federal government, and services or supplies for which benefits are provided by or available from the local, state or federal government whether or not those payments or benefits are received, except as otherwise provided by law.
- Services or supplies rendered to you as the result of an injury caused by another person to the extent that you have collected damages for such injury and that UCHP has provided benefits for the services or supplies rendered in connection with such injury.
- Services and supplies that do not meet accepted standards of medical or dental practice including but not limited to services which are Investigational in nature and not FDA approved. UCHP will identify reasonable sources of guidance in determining investigational/experimental services and supplies
- Custodial Care Service. Chiropractic Care and services. Acupuncture and massage therapy.
- Non-emergency transportation unless otherwise authorized.
- Travel costs.
- Services or supplies rendered because of behavioral or social maladjustment, lack of discipline or other antisocial actions, which are not specifically the result of Mental Illness.
- Special education therapy such as music therapy or recreational therapy.
- Cosmetic Surgery and related services and supplies, except for surgery to correct the result of an accidental injury sustained while a person is a covered person; surgery to treat a condition, including a birth defect, which impairs the function of a body organ; or surgery to reconstruct a breast after a mastectomy performed for the treatment of a disease.
- Therapy for a weak, strained, flat, unstable or imbalanced foot or for metatarsalgia (foot pain) or a bunion except for charges for an open operation or services provided by your PCP; treatment of one or more corns, calluses or toenails except when performed by your PCP or in connection with treatment of a metabolic or peripheral vascular disease; or removal of part or all of one or more nail roots.
- Services or supplies received from a dental or medical department or clinic maintained by an employer, labor union or other similar person or group.
- Services or supplies for which you are not required to make payment or would have no legal obligation to pay if you did not have this or similar coverage.
- Charges for failure to keep a scheduled visit, or charges for completion of a Claim form.
- Personal hygiene, comfort or convenience items commonly used for other than medical purposes such as air conditioners, humidifiers, physical fitness equipment, televisions, telephones, barber services, and guests' meals.
- Outpatient Rehabilitative Therapy for social or psychological well-being, or recreation. Therapy to correct pre-speech deficiencies or to improve speech skills that have not fully developed (such as stuttering, articulation errors and speech delay).
- Private Duty Nursing.
- Prosthetic devices, special appliances or surgical implants which are for cosmetic purposes,

- the comfort or convenience of the patient or unrelated to the treatment of a disease or injury, and non- custom orthotics and stock items. Non-custom or stock orthotics may include, but are not limited to, arch supports and other foot support devices; elastic stockings; garter belts; and orthopedic shoes (except when shoes are an integral part of a leg brace).
- Special braces or specialized equipment (including but not limited to molding helmets), appliances, or batteries for external devices except as specifically stated in the Terms of Coverage.
  - Nutritional items such as infant formula, weight-loss supplements and over-the-counter food substitutes.
  - Blood derivatives which are not classified as drugs in official formularies.
  - Marriage counseling, weight-loss programs, childbirth classes, and other behavior modification programs.
  - Psychoanalysis.
  - Hypnotism.
  - Routine podiatric care such as corn or callus removal.
  - Services or supplies rendered for human organ or tissue transplants except as specifically provided for in this Certificate.
  - Services or supplies directed toward any of the following: making one's personality more forceful or dynamic, consciousness raising, vocational or religious counseling, group socialization, activities primarily of an educational nature; life style dissatisfactions or reactions to commonly encountered life stressors such as job loss and marital difficulties; IQ testing; and treatment modalities that have not been shown to be effective in the treatment of Mental Illness (including but are not limited to primal therapy, bioenergetics therapy, carbon dioxide therapy, guided imagery, obesity control therapy, rolfing or structure integration, sleep therapy, art therapy, music therapy, dance therapy, training analysis).
  - Hearing aid, eyeglasses, or contact lenses. Routine eye care for the diagnosis and treatment of refractive errors (i.e. myopia/nearsightedness); and the examination for prescribing or fitting of glasses or contact lenses for the treatment of refractive errors except as specifically provided for in this Certificate.
  - Lasik refractive surgery.
  - Routine dental care including restoration of teeth.
  - Services or supplies which are rendered for the care, treatment, filling, removal, replacement or artificial restoration of the teeth or structures directly supporting the teeth except as specifically stated in this Certificate.
  - Treatment of temporomandibular joint syndrome with intraoral prosthetic devices or any other method which alters vertical dimension, or treatment of temporomandibular joint dysfunction not caused by documented organic disease or physical trauma.
  - Charges that are in excess of a reasonable charge, determined by Aetna on behalf of UCHP as a Usual and Customary Fee.
  - Circumstances beyond UCHP's control (such as destruction of facilities, war, riot, labor disputes, disability of a significant number of personnel, a major disaster which causes demands for services beyond capacity, or similar events) may result in the inability to provide services. In such extraordinary cases, UCHP will not be held liable for failure to provide services.
  - Travel immunizations or prophylactic treatment (e.g., hepatitis, yellow fever, typhoid and cholera vaccines; immunoglobulin), which are treatments required and/or recommended for travel to foreign countries.
  - Costs associated with copying medical records. Costs associated with the interpretation of foreign medical records. It is the member's responsibility to have all foreign medical records transcribed into English before submitting to Aetna on behalf of UCHP.

## **COORDINATION OF BENEFITS**

You are required to notify Aetna on behalf of UCHP of the existence of other health insurance coverage you have, and Coordination of Benefits (COB) will be applied when you have health care coverage through more than one health insurance program. The purpose of COB is to ensure that you receive all of the coverage to which you are entitled, but not more than the actual cost of the care received. The total payments from all sources should not exceed the total charges you have incurred. When coordinating benefits, Aetna on behalf of UCHP will consider the benefits that should be paid under your other policy, as actual benefits paid under such coverage.

### ***PRIMARY/SECONDARY COVERAGE***

To coordinate benefits, it is necessary to determine the payment responsibility for each benefit program, based on establishing which coverage is primary and which is secondary. This is done by applying the following rules:

- The coverage under which the patient is the eligible person (rather than a dependent) is considered primary (that is, full benefits are paid under that program first). The other coverage is considered secondary and only provides benefits if eligible charges remain after the primary coverage is fully provided.
- When a dependent child receives services, the birthday of the child's parent whose birthday (month and day) comes before the other parent's birthday in the calendar year will determine the primary coverage. If both parents have the same birthday, then the coverage that has been in effect the longest is considered primary. If the other coverage does not have this "birthday" type of COB provision and, as a result, both coverage plans would be considered either primary or secondary, then the provisions of the other coverage will determine which coverage is primary.

However, if the child's parents are separated or divorced and there is a court decree which establishes financial responsibility for the child's health care expenses, the contract which covers the child as a dependent of the parent who has this financial responsibility is considered the primary coverage. It is the obligation of the person claiming benefits to notify Aetna on behalf of UCHP and, upon its request, to provide a copy of such court decree.

When the child's parents are separated or divorced and there is a no court decree, then the following rules will be used to determine payment responsibility:

- If the parent who has custody of the child has not remarried, then that parent's coverage is the primary coverage.
- If the parent with custody of the child has remarried, then the contract which covers the child as a dependent of the parent with custody is primary, followed by the contract which covers the child as a dependent of a stepparent, and then the contract which covers the child as a dependent of the parent without custody.

If neither of the rules above apply, then the coverage that has been in effect the longest is considered primary. Further, if the other benefit program does not include a COB provision, the other program is automatically considered primary.

### ***REDUCTION IN BENEFITS***

If the coverage provided under this Certificate is considered your primary coverage, the benefits of this Certificate will be paid without regard to any other coverage you may have.

If the coverage provided under this Certificate is considered your secondary coverage and the total amount of benefits available to you under all of your coverage is more than your expenses, your benefits under this Certificate will be reduced so that your total benefits do not exceed your total expenses.

### **ADDITIONAL PROVISIONS**

COB under this Certificate only applies to benefits that are UCHP's financial responsibility. Under the terms of the COB provisions of this Certificate, Aetna on behalf of UCHP has the right to:

- pay any other organization an amount which it determines to be warranted if payments which should have been made by Aetna on behalf of UCHP have been made by such other organization under any other benefit program; and
- recover any overpayment which Aetna on behalf of UCHP may have made to you, any Provider, insurance company, person or other organization.

### **HOW TO GET YOUR BENEFITS**

#### ***TIMELY CLAIM FILING***

When you receive care from your PCP or another UCHP Provider, you do not need to file a Claim for benefits with UCHP.

When you receive emergency care from non-UCM Providers you will need to present your UCHP ID card to the Provider's staff, and a claim will be filed with Aetna on behalf of UCHP, normally by your Provider's staff. If a Provider will not file a claim on your behalf, you must file a claim by submitting the following information to Aetna on behalf of UCHP:

- an itemized bill from the Hospital, Physician or other Provider (including the Provider's name and address, the patient's name, the diagnosis, the date of service, a description of the service and the charge);
- the Eligible Person's name and UCHP ID number;
- the patient's name, age and sex;
- any additional relevant information.

This claim information must be received by Aetna on behalf of UCHP within 90 days of the date of service if you wish to receive benefits. Information should be mailed to:

**Aetna Inc  
UCHP  
PO Box 981106  
El Paso, TX 79998-1106**

If you have any questions regarding how to file a Claim or what information is required, please contact UCHP at Aetna's Member Service Line (855) 824-3632.

#### ***CLAIM PAYMENT***

When Aetna on behalf of UCHP receives a Claim from you, it will be processed and notice of the disposition will be sent to your Provider. Benefit payments will be sent directly to the Provider unless you have already paid your Provider directly; in such cases, Aetna on behalf of UCHP will send payments directly to you.

#### ***EXTERNAL CLAIM APPEALS PROCEDURES***

##### ***Filing Health Claims under the Plan***

Under UCHP, you may file claims for UCHP benefits and appeal adverse claim determinations. Any reference to "you" in this Claims, Appeals and External Review section includes you and your Authorized Representative. An "Authorized Representative" is a person you authorize, in writing, to act on your behalf. Aetna on behalf of UCHP will also recognize a court order giving a person authority to submit claims on your behalf. In the case of an urgent care claim, a health care professional with knowledge of your condition may always act as your Authorized Representative.

If your claim is denied in whole or in part, you will receive a written notice of the denial from Aetna on behalf of UCHP. The notice will explain the reason for the denial and the appeal procedures available under Aetna on behalf of UCHP.

### ***Urgent Care Claims***

An “Urgent Care Claim” is any claim for medical care or treatment for which the application of the time periods for making non-urgent care determinations could seriously jeopardize your life or health or your ability to regain maximum function, or, in the opinion of a physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

If Aetna on behalf of UCHP requires advance approval of a service, supply or procedure before a benefit will be payable, and if Aetna on behalf of UCHP or your physician determines that it is an Urgent Care Claim, you will be notified of the decision, whether adverse or not, as soon as possible but not later than 72 hours after the claim is received.

If there is not sufficient information to decide the claim, you will be notified of the information necessary to complete the claim as soon as possible, but not later than 24 hours after receipt of the claim. You will be given a reasonable additional amount of time, but not less than 48 hours, to provide the information, and you will be notified of the decision not later than 48 hours after the end of that additional time period (or after receipt of the information, if earlier).

### ***Other Claims (Pre-Service and Post-Service)***

If Aetna on behalf of UCHP requires you to obtain advance approval of a non-urgent service, supply or procedure before a benefit will be payable, a request for advance approval is considered a pre-service claim. You will be notified of the decision not later than 15 days after receipt of the pre-service claim.

For other claims (post-service claims), you will be notified of the decision not later than 30 days after receipt of the claim.

For either a pre-service or a post-service claim, these time periods may be extended up to an additional 15 days due to circumstances outside UCHP and/or Aetna’s control. In that case, you will be notified of the extension before the end of the initial 15 or 30-day period. For example, they may be extended because you have not submitted sufficient information, in which case you will be notified of the specific information necessary and given an additional period of at least 45 days after receiving the notice to furnish that information. You will be notified of Aetna’s claim decision on behalf of UCHP no later than 15 days after the end of that additional period (or after receipt of the information, if earlier).

For pre-service claims which name a specific claimant, medical condition, and service or supply for which approval is requested, and which are submitted to UCHP through an Aetna representative responsible for handling benefit matters, but which otherwise fail to follow Aetna’s procedures on behalf of UCHP for filing pre-service claims, you will be notified of the failure within 5 days (within 24 hours in the case of an urgent care claim) and of the proper procedures to be followed. The notice may be oral unless you request written notification.

### ***Ongoing Course of Treatment***

If you have received pre-authorization for an ongoing course of treatment, you will be notified in advance if the previously authorized course of treatment is intended to be terminated or reduced so that you will have an opportunity to appeal any decision to Aetna on behalf of UCHP and receive a decision on that appeal before the termination or reduction takes effect. If the course of treatment involves urgent care, and you request an extension of the course of treatment at least 24 hours before its expiration, you will be notified of the decision within 24 hours after receipt of the request.

### ***Health Claims – Standard Appeals***

As an individual enrolled in UCHP, you have the right to file an appeal from an Adverse Benefit Determination relating to service(s) you have received or could have received from your health care provider under UCHP.

An “Adverse Benefit Determination” is defined as a denial, reduction, termination of, or failure to, provide or make payment (in whole or in part) for a service, supply or benefit. Such Adverse Benefit Determination may be based on:

- Your eligibility for coverage, including a retrospective termination of coverage (whether or not there is an adverse effect on any particular benefit);
- Coverage determinations, including plan limitations or exclusions;
- The results of any Utilization Review activities;
- A decision that the service or supply is experimental or investigational; or
- A decision that the service or supply is not medically necessary.

A “Final Internal Adverse Benefit Determination” is defined as an Adverse Benefit Determination that has been upheld by Aetna on behalf of UCHP at the completion of the internal appeals process, or an Adverse Benefit Determination for which the internal appeals process has been exhausted.

### ***Exhaustion of Internal Appeals Process***

Generally, you are required to complete all appeal processes of Aetna on behalf of UCHP before being able to obtain External Review or bring an action in litigation. However, if Aetna on behalf of UCHP, does not strictly adhere to all claim determination and appeal requirements under applicable federal law, you are considered to have exhausted the UCHP’s appeal requirements (“Deemed Exhaustion”) and may proceed with External Review or may pursue any available remedies under §502(a) of ERISA or under state law, as applicable.

There is an exception to the Deemed Exhaustion rule. Your claim or internal appeal may not go straight to External Review if:

- A rule violation was minor and is not likely to influence a decision or harm you; and
- It was for a good cause or was beyond UCHP’s and/or Aetna’s control; and
- It was part of an ongoing good faith exchange between you Aetna on behalf of UCHP.

This exception is not available if the rule violation is part of a pattern or practice of violations by Aetna on behalf of UCHP.

You may request a written explanation of the violation from Aetna on behalf of UCHP, and Aetna on behalf of UCHP must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and appeals process to be deemed exhausted. If an External Reviewer or a court rejects your request for immediate review on the basis that the plan met the standards for the exception, you have the right to resubmit and pursue the internal appeal of the claim. In such a case, within a reasonable time after the External Reviewer or court rejects the claim for immediate review (not to exceed 10 days), you will receive notice of the opportunity to resubmit and pursue the internal appeal of the claim. Time periods for re-filing the claim shall begin to run upon your receipt of such notice.

### ***Full and Fair Review of Claim Determinations and Appeals***

Aetna on behalf of UCHP will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by Aetna (or at the direction of Aetna) on behalf of UCHP, or any new or additional rationale as soon as possible and sufficiently in advance of the date on which the notice of Final

Internal Adverse Benefit Determination is provided, to give you a reasonable opportunity to respond prior to that date.

You may file a written appeal with Aetna on behalf of UCHP at the address provided in this document, or, if your appeal is of an urgent nature, you may call UCHP through Aetna's Member Services Unit at the toll-free phone number on your ID card. Your request should include the group name (that is, your employer), your name, member ID, or other identifying information shown on the front of the Explanation of Benefits form, and any other comments, documents, records and other information you would like to have considered, whether or not submitted in connection with the initial claim.

On behalf of UCHP, an Aetna representative may call you or your health care provider to obtain medical records and/or other pertinent information in order to respond to your appeal.

You will have 180 days following receipt of an Adverse Benefit Determination to appeal the determination to Aetna on behalf of UCHP. You will be notified of the decision not later than 15 days (for pre-service claims) or 30 days (for post-service claims) after the appeal is received. You may submit written comments, documents, records and other information relating to your claim, whether or not the comments, documents, records or other information were submitted in connection with the initial claim. A copy of the specific rule, guideline or protocol relied upon in the Adverse Benefit Determination will be provided free of charge upon request by you or your Authorized Representative. You may also request that Aetna on behalf of UCHP provide you, free of charge, copies of all documents, records and other information relevant to the claim.

If your claim involves urgent care, an expedited appeal may be initiated by a telephone call to the phone number included in your denial, or to UCHP through Aetna's Member Services. Aetna's Member Services telephone number is on your Identification Card. You or your Authorized Representative may appeal urgent care claim denials either orally or in writing. All necessary information, including the appeal decision, will be communicated between you or your Authorized Representative and Aetna on behalf of UCHP by telephone, facsimile, or other similar method. You will be notified of the decision not later than 36 hours after the appeal is received.

If you are dissatisfied with the appeal decision on an urgent care claim, you may file a second level appeal with Aetna on behalf of UCHP. You will be notified of the decision not later than 36 hours after the appeal is received.

If you are dissatisfied with a pre-service or post-service appeal decision, you may file a second level appeal with Aetna on behalf of UCHP within 60 days of receipt of the level one appeal decision. Aetna on behalf of UCHP will notify you of the decision not later than 15 days (for pre-service claims) or 30 days (for post-service claims) after the appeal is received.

If you do not agree with the Final Internal Adverse Benefit Determination on review, you have the right to bring a civil action under Section 502(a) of ERISA, if applicable.

If a review is desired, you should request it no later than 180 days after the denial (or after the end of the 180-day period) by writing to:

**Aetna**  
**P.O. Box 14463**  
**Lexington, KY 40512**

### ***EXPEDITED EXTERNAL REVIEW***

Where the timelines set forth above would seriously jeopardize your or your dependent's life or health, or if the adverse determination involved emergency services where there has not been a discharge, a request for expedited review may be made. If Aetna on behalf of UCHP determines that you are eligible for expedited external review, materials as described above shall immediately be provided by you and Aetna on behalf of UCHP to the independent review organization. The independent review organization shall provide its decision within 72 hours after receipt of the notice of the request for expedited external review. Aetna on behalf of UCHP is bound by any reversal of an adverse determination as described above.

## **OTHER THINGS YOU SHOULD KNOW**

### ***REIMBURSEMENT PROVISION***

If you or one of your covered dependents is injured by the act or omission of another person and benefits have been provided for that injury under this Certificate, you agree:

- to immediately reimburse Aetna on behalf of UCHP for any payments received, whether by action of law, settlement or otherwise, to the extent that Aetna on behalf of UCHP has provided benefits to you or your covered dependents; and
- that Aetna on behalf of UCHP will have a lien to the extent of benefits provided. Such lien may be filed with the person whose act caused the injury, the person's agent or a court having jurisdiction in the matter.

For the purposes of this provision, the cost of benefits provided would be the charges that would have been billed if you had not been enrolled under this benefit program. It is your responsibility to furnish any information or assistance and to provide any documents that Aetna on behalf of UCHP may request in order to obtain its rights under this provision.

### ***UCHP/AETNA'S SEPARATE FINANCIAL ARRANGEMENTS WITH PROVIDERS***

UCHP and/or Aetna have contracts with certain Providers and other suppliers of goods and services for the provision of and/or payment for health care goods and services to all persons entitled to health care benefits under policies or contracts to which UCHP and/or Aetna is a party.

### ***PAYMENT OF CLAIMS AND ASSIGNMENT OF BENEFITS***

All benefit payments may be made by Aetna on behalf of UCHP directly to any Provider furnishing the Covered Services for which such payment is due and UCHP through Aetna is authorized by you to make such payments directly to such Providers. However, Aetna on behalf of UCHP reserves the right to pay any benefits that are payable under the terms of this Certificate directly to you.

Once Covered Services are rendered by a Provider, you have no right to request that Aetna on behalf of UCHP not pay the Claim submitted by such Provider and no such request will be given effect. In addition, Aetna on behalf of UCHP will have no liability to you or any other person because of its rejection of such request.

Neither this Certificate nor a Covered Person's Claim for payment of benefits under this Certificate is assignable in whole or in part to any person or entity at any time. Coverage under this Certificate is expressly non-assignable or non-transferable and will be forfeited if you attempt to assign or transfer coverage or aid or attempt to aid any other person in fraudulently obtaining coverage.

### ***YOUR PROVIDER RELATIONSHIPS***

UCHP nor Aetna do not themselves undertake to furnish health care services, but solely to make payments to Providers for Covered Services received by you. UCHP nor Aetna are not in any event liable for any act or omission of any Provider or the agent or employee of such Provider, including, but

not limited to, the failure or refusal to render services to you. Professional services, which can only be legally performed by a Provider, are not provided by UCHP and/or Aetna. Any contractual relationship between a Physician and a Hospital or other Provider should not be construed to mean that UCHP and/or Aetna are providing professional service.

The use of an adjective such as “in-network” or “participating” modifying a Provider should in no way be construed as a recommendation, referral or any other statement as to the ability or quality of such Provider. In addition, the omission, non-use or non-designation of in-network or any similar modifier or the use of a term such as out-of-network should not be construed as carrying any statement or inference, negative or positive, as to the skill or quality of such Provider.

***ENTIRE POLICY***

UCHP, including the Certificate, any Addenda and/or Riders, and the individual applications, if any, of the Enrollees constitutes the entire contract of coverage.

***NOTICES***

Any information or notice which you furnish to Aetna on behalf of UCHP under this Certificate must be in writing and sent to:

**Aetna Inc  
UCHP  
PO Box 981106  
El Paso, TX 79998-1106**

Any information or notice that Aetna on behalf of UCHP furnishes to you must be in writing and sent to you at your address as it appears on Aetna’s records or in care of the University Benefits Office.

***LIMITATIONS OF ACTIONS***

No legal action may be brought to recover under this Certificate until at least 60 days have elapsed since a Claim has been furnished to Aetna on behalf of UCHP in accordance with the requirements of this Certificate. In addition, no such action may be brought once 3 years have elapsed from the date that a Claim is required to be furnished to Aetna on behalf of UCHP in accordance with the requirements of this Certificate.

## **DEFINITIONS**

Throughout this Certificate, many words are used which have a specific meaning when applied to your health care coverage. The definitions of these words are listed below in alphabetical order.

***Ambulatory Surgical Facility:*** Means a facility whose primary function is the provision of surgical procedures on an ambulatory basis and which is duly licensed by the appropriate state and local authority to provide such services.

***Approved Clinical Trial:*** Is a phase I, phase II, phase III or phase IV clinical trial conducted in relation to the prevention, detection or treatment of cancer or another life-threatening disease or condition that is likely to result in death unless the course of the condition is interrupted.

***Assistant Surgeon:*** Means a physician who actively assists the Physician in the performance of a surgical procedure.

***Attending Physician:*** Means the Physician primarily responsible for specific medical care of a member and/or his or her eligible dependents.

***Certificate:*** Means this booklet and your application for coverage under the UCHP benefit program described in this booklet.

***Certified Registered Nurse Anesthetist (CRNA):*** Means a person who (a) is a graduate of an approved school of nursing and is duly licensed as a registered nurse; (b) is a graduate of an approved program of nurse anesthesia accredited by the Council on Accreditation of Nurse Anesthesia Education Programs or its predecessors; (c) has been certified by the Council on Certification of Nurse Anesthetists or its predecessors; and (d) is re-certified every two years by the Council on Re-certification of Nurse Anesthetists.

***Chemical Dependency:*** Means the abuse of, psychological or physical dependence on, or addiction to alcohol or a controlled substance.

***Chicagoland area:*** Refers to the U.S. Census Bureau AHS Metropolitan Area and includes Cook, DuPage, Grundy, Kane, Kendall, Lake, McHenry and Will Counties plus Indiana counties of Lake and Porter.

***Chiropractor:*** Means a duly licensed chiropractor.

***Civil Union:*** Means a legal relationship between 2 persons, of either the same or opposite sex.

***Claim:*** Means notification in a form acceptable to Aetna on behalf of UCHP that a service has been rendered or furnished to you. This notification must include full details of the service received, including your name, age, sex, UCHP ID number, the name and address of the Provider, an itemized statement of the service furnished, the date of service, the diagnosis, the Claim Charge and any other information which Aetna on behalf of UCHP may request in connection with services rendered to you.

***Claim Charge:*** Means the amount which appears on a Claim as the Provider or supplier's charge for goods or services furnished to you, without adjustment or reduction and regardless of any separate financial arrangement between UCHP and/or Aetna and a particular Provider or supplier.

***Claim Payment:*** Means the benefit payment calculated by Aetna on behalf of UCHP, after submission of a Claim, in accordance with the benefits described in this Certificate. All Claim Payments will be calculated on the basis of the Provider's Charge for Covered Services rendered to you, regardless of any separate financial arrangement between UCHP and/or Aetna and a particular Provider.

**COBRA:** Means those sections of the Consolidated Omnibus Budget Reconciliation Act of 1986 which regulate the conditions and manner under which an employer can offer continuation of group health insurance to employees and their family members whose coverage would otherwise terminate under the terms of this Certificate.

**Coverage Date:** Means the date on which your coverage under this Certificate begins.

**Covered Service:** Means a medically necessary service or supply specified in this Certificate for which benefits will be provided.

**Custodial Care Service:** Care is considered custodial when it is for the purpose of helping you with activities of daily living or meeting personal needs and could be done safely and reasonably by people without professional skills or training. For example, custodial care includes help getting in and out of bed, bathing, dressing, eating and taking medicine.

**DCAM:** Means the Duchossois Center for Advanced Medicine located on the campus of UCMC.

**Dentist:** Means a duly licensed dentist.

**Dialysis Facility:** Means a facility whose primary function is the treatment and/or provision of maintenance and/or training dialysis on an ambulatory basis for renal dialysis patients and which is duly licensed by the appropriate governmental authority to provide such services.

**Domestic Partner:** Means a person of the same sex with whom an Enrollee has entered into a Domestic Partnership.

**Domestic Partnership:** Means a long-term committed relationship between persons of the same sex of indefinite duration, which meets the following criteria:

- the partners reside together, have done so for at least 6 months, and intend to do so indefinitely;
- both partners are at least 18 years of age and mentally competent to consent to contract;
- the partners have an exclusive mutual commitment similar to marriage; neither is married nor has another domestic partner;
- the partners are jointly responsible for each other's common welfare and share financial obligations which is demonstrated by the existence of at least 3 of the following: a signed Affidavit of Domestic Partnership, a joint mortgage or lease, designation of the partner as a beneficiary in the other partner's life insurance or retirement contract, designation of the partner as the primary beneficiary in the other partner's will, durable property and health care powers of attorney, or joint ownership of a motor vehicle, checking account or credit account.

**Eligible Person:** Means individuals entitled to be eligible for coverage as specified in the Group Policy and determined by the University Benefits Office.

**Emergency:** A medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could result in placing your health in jeopardy through serious impairment to bodily functions or serious dysfunction of any body organ or part. If your emergency is an Emergency Condition, benefits will be provided for the Hospital and Physician services rendered at the Hospital in the treatment of that emergency.

**Enrollee:** Means the person who has applied for coverage under this Certificate and to whom Aetna on behalf of UCHP has issued an identification card.

**Evidence of Insurability:** Means proof satisfactory to Aetna on behalf of UCHP that your health is acceptable for coverage. Aetna on behalf of UCHP may require, among other things, proof of age or a Physician's report.

**Experimental:** See *Investigational*.

**Formulary Drug:** Means either a brand name prescription drug that has been designated as a preferred drug by UCHP (Preferred Drug List) or any generic prescription drug.

**Generic Drug:** A non-patented medication which is produced and distributed without brand name.

**Grandfather Clause:** A grandfathered health plan can preserve certain basic health coverage that was already in effect when the law was enacted.

**Group Policy:** Means the policy through which your employer The University of Chicago provides health insurance to eligible employees, faculty members and their eligible dependents.

**Homebound:** Means you are normally unable to leave home. Leaving home takes considerable and taxing effort. When you leave home, it must be infrequent, for a short time.

**Home Health Care Program:** Means a program of care provided by a public agency or private organization, or a subdivision of such agency or organization, which has in effect a transfer agreement with one or more Hospitals and Skilled Nursing Facilities and which:

- is primarily engaged in providing intermittent Skilled Nursing Services and other skilled therapeutic services in the homes of its patients;
- has policies, established by a group of professional personnel associated with an agency or organization including Physicians and registered nurses, to govern the services which it provides and requires the supervision of such services by a Physician or registered nurse;
- maintains clinical records of all patients;
- is licensed according to the applicable laws of the locality in which it is located or provides services; and
- is certified by Title XVIII of the Social Security Act.

**Hospice Care Program:** Means a centrally administered program of palliative and supportive services, providing physical, psychological, social and spiritual care for dying persons and their families. Hospice Care Program service is available in the home or in Inpatient Hospital or Skilled Nursing Facility settings.

**Hospice Care Program Provider:** Means an organization duly licensed to provide Hospice Care Program service.

**Hospital:** Means a facility which is a duly licensed institution for the care of the sick which provides services under the care of a Physician including the regular provision of bedside nursing by registered nurses and which is either accredited by the Joint Commission on Accreditation of Healthcare Organizations or certified under Title XVIII of the Social Security Act as eligible for participation. It does not include health resorts, rest homes, and nursing homes, custodial homes for the aged or similar institutions.

**In Network:** Means those Providers with whom UCHP and/or Aetna have contracted to provide Covered Services to Members.

**Inpatient:** Means that you are a registered bed patient and are treated as such in a health care facility.

**Investigational:** Means procedures, drugs, devices, services and/or supplies which (a) are provided or performed for research purposes or under a controlled environment and which are being studied for safety, efficiency and effectiveness, and/or (b) are awaiting endorsement by the appropriate National Medical Specialty College or federal government agency for general use by the medical community at the time they are rendered to a covered person, and (c) specifically with respect to drugs, combination of drugs and/or devices, are not finally approved for the intended use by the Food and Drug Administration at the time used or administered to the covered person.

**Mail Order Prescription Drug Provider:** Means a Prescription Drug Provider which dispenses drugs through direct mail.

**Medical Care:** Means services rendered by a UCHP PCP or Specialist during a professional visit, for the treatment of an illness or injury.

**Medically Necessary:** Means safe and effective, non-experimental services determined to be consistent with symptoms or diagnosis and treatment of a condition, disease, ailment, or injury; appropriate with regard to standards of good medical practice; provided not primarily for the convenience of the insured, the hospital, or the physician; and the most appropriate level of service that can be safely provided.

**Medicare:** Means the program established by Title XVIII of the Social Security Act.

**Member:** Means a Covered Person, Subscriber, Eligible Dependent, or an Enrollee who is covered by Aetna on behalf of UCHP and for whom payment has been received by Aetna on behalf of UCHP.

**Mental Health Care:** Means Medical Care rendered for the treatment of Mental Illness. This type of care is limited to psychotherapy, group therapy, psychological testing and family counseling when such family counseling consists of interviews with the patient's family to obtain information that will help in treating the patient.

**Mental Illness:** Means those illnesses classified as mental disorders in the *Diagnostic and Statistical Manual of Mental Disorders* (DSM-IV) published by the American Psychiatric Association which is current as of the date services are rendered to a patient.

**Non-Preferred Brand Drug:** A medication not listed on the UCHP's Preferred Drug List.

**Occupational Therapy:** Means a constructive therapeutic activity designed and adapted to promote the restoration of useful physical function.

**Open Enrollment:** Means a period designated by the University during which eligible employees and dependents may elect to change individual/family coverage or to change health coverage from UCHP to another health plan or from any other health plan to UCHP.

**Optometrist:** Means a duly licensed optometrist.

**Out of Network:** Means those Providers who are not contracted with UCHP and/or Aetna to provide Covered Services to Members.

**Outpatient:** Means that you are receiving Medical Care for covered services while not an Inpatient.

**Partial Hospital Psychiatric Treatment Program:** Means a Hospital's planned therapeutic treatment

program in which patients with Mental Illness spend only portions of days or nights.

**Pharmacy:** Means any licensed establishment in which the profession of pharmacy is practiced.

**Physical Therapy:** Means the treatment of a disease, injury or condition by physical means by or under the supervision of a qualified physical therapist.

**Physician:** Means a physician duly licensed to practice medicine.

**Plan:** Means the University of Chicago Health Plan (UCHP).

**Podiatrist:** Means a duly licensed podiatrist.

**Policy:** Means the Certificate, any addenda or riders that apply, and the individual benefit program applications, if any, of the persons covered under the Policy.

**Preferred Brand:** A medication listed on UCHP's Preferred Drug List.

**Prescription Drug Provider:** Means any Pharmacy which regularly dispenses drugs.

**Participating Prescription Drug Provider:** Means a Prescription Drug Provider which has entered into a written agreement with UCHP, or any entity designated by UCHP, to administer the prescription drug program benefits of the Certificate.

**Preventive Services:** Routine or preventive care is undertaken without any indication that you are sick.

**Primary Care Physician:** Means a Physician with whom UCHP has contracted to provide and coordinate medical services to members and who can authorize medical services outside the University of Chicago Hospitals network (with the concurrent approval of Aetna on behalf of UCHP) within the guidelines established by Aetna on behalf of UCHP.

**Provider:** Means any health care facility (for example, a Hospital or Skilled Nursing Facility) or person (for example, a Physician or Dentist) duly licensed to render Covered Services.

**Psychologist:**

- a Clinical Psychologist who is registered with the Illinois Department of Registration and Education pursuant to the Illinois "Clinical Psychologist Licensing Act" (225 ILCS 15); or
- in a state where statutory licensure exists, a Clinical Psychologist who holds a valid credential for such practice; or
- if practicing in a state where statutory licensure does not exist, a psychologist who specializes in the evaluation and treatment of Mental Illness and Substance Abuse and who meets the following qualifications:
  - has a doctoral degree from a regionally accredited University, College or Professional School and has two years of supervised experience in health services of which at least one year is postdoctoral and one year in an organized health services program; or
  - is a Registered Clinical Psychologist with a graduate degree from a regionally accredited University or College with at least two years of supervised experience in health services.

**Renal Dialysis Treatment:** Means one unit of service including the equipment, supplies and administrative service which are customarily considered as necessary to perform the dialysis process.

**Skilled Nursing Facility:** Means an institution or a distinct part of an institution which has a transfer agreement with one or more Hospitals and which:

- is primarily engaged in providing comprehensive post-acute Hospital and rehabilitative Inpatient care;
- is duly licensed by the appropriate governmental authority to provide such services;
- is certified by the Social Security Administration as eligible for participation under Title XVIII of the Social Security Act.

It does not include institutions which provide only minimal care, custodial care, ambulatory or part-time care services or institutions which primarily provide for the care and treatment of Mental Illness, pulmonary tuberculosis or Substance Abuse.

**Skilled Nursing Service:** Means those services provided by a registered nurse (R.N.) or licensed practical nurse (L.P.N.) which require the technical skills and professional training of an R.N. or L.P.N. and which cannot reasonably be taught to a person who does not have specialized skill and professional training. Skilled Nursing Service does not include Custodial Care Service.

**Speech Therapy:** Means treatment for the correction of a speech impairment resulting from disease, trauma, congenital anomalies or previous therapeutic processes.

**Stock Items:** Means an item that is not specifically custom-made or tailored to the measurements of an individual.

**Specialist:** Means a Physician who does not serve as a Primary Care Physician, but who provides secondary care, specializing in a specific medical field.

**Subscriber:** Means an eligible individual who has elected UCHP coverage and for whom payment has been received by Aetna on behalf of UCHP.

**Substance Abuse Treatment:** Means an organized, intensive, structured, rehabilitative treatment program of either a Hospital or Substance Abuse Treatment Facility.

**Surgery:** Means the performance of any medically recognized, non-Investigational surgical procedure including specialized instrumentation and any other procedures as reasonably approved by Aetna on behalf of UCHP.

**Totally Disabled/Total Disability:** Means you cannot do work that you did before and you cannot adjust to other work because of your medical condition(s), and must last or be expected to last for at least one year or to result in death. Determinations concerning disability will be made using Social Security Administration guidelines or as specified by your Benefits office.

**UCHP or the Plan:** Means the University of Chicago Health Plan (UCHP).

**UCHP Network:** Means a physician and all other professionals that are contracted providers with UCHP (primary care physicians, specialists) and/or Aetna and or contracted entities with UCHP and/or Aetna.

**UCHP Offices:** Means the administrative offices of Aetna on behalf of UCHP.

**UCHP PCP:** Means a Primary Care Physician with whom UCHP has contracted to provide and coordinate medical services.

**UCHP Specialist:** Means a Specialist with whom UCHP and / or Aetna has contracted to provide secondary specialized care.

**UCHP Pediatrician:** Means a pediatrician who is a member of the Pediatric Primary Care group of the University of Chicago Physicians Group or of a designated affiliate of the University of Chicago Physicians Group, or is contracted with UCHP to serve in the capacity of a pediatric primary care physician. Pediatric services will be provided by these physicians for children under the age of 18.

**UCHP Staff:** Means Physicians, nurses, nurse practitioners and other Professionals engaged in the delivery of health services that are licensed to practice under an institutional license, are certified and practice under the authority of a UCHP physician.

**Aetna's Utilization Management Team:** Means those individuals who pre-authorize certain services and supplies and who otherwise assist in the coordination and management of care on behalf of UCHP.

**The University of Chicago Medicine:** Means The University of Chicago Medical Center, plus the Biological Sciences Division of The University of Chicago.

**Urgent Condition:** A condition that is not an immediate threat to life or function but requires treatment within 48 hours. If you require treatment for an urgent condition, you must contact your Primary Care Physician (PCP) 24 hours if prior notification is not feasible. All urgent conditions in the Chicagoland area must be treated at the University of Chicago Hospitals or CVS Minute Clinics located within the 10 County Chicago Metropolitan Area and Northwest Indiana (Lake, Porter, LaPorte Counties), or other in network providers as communicated and updated periodically. UCHP recognizes that most of the requests for coverage for out-of-the Chicagoland area are non-urgent and non-life threatening care. This will arise when dependent children are away at college or when a UCHP member is away from campus for an extended period of time (i.e. sabbatical, research abroad, study abroad). For dependent children, you may wish to obtain the student health coverage insurance offered at most colleges/universities. If you and/or a dependent anticipate being out-of-the Chicago land area for an extended period of time (more than a few weeks), you may find it preferable to choose another one of the health insurance options offered by your employer that would cover you and any dependents when outside the Chicagoland area.

**Usual and Customary Fee:** Means the fee as reasonably determined by Aetna on behalf of UCHP which is the fee the Provider who renders the service usually charges its patients for the same service, and the fee which is within the range of usual fees other Providers of similar type, training and experience in a similar geographic area charge their patients for the same service under similar or comparable circumstances. In any situation where a covered individual receives medically necessary treatment from a non-UCHP provider, the usual and customary fee will be the maximum amount covered.