Employee Health Care Plan
UNIVERSITY OF UTAH HOSPITALS AND CLINICS

EMPLOYEE HEALTH CARE PLAN

SUMMARY PLAN DESCRIPTION

University Health Plans
PO Box 45180
Salt Lake City, UT 84145
www.uhealthplan.utah.edu
Customer Service (801) 587-6480 or
(888) 271-5870
Care Management (801) 587-6480 or
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University of Utah Hospitals and Clinics
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50 N. Medical Drive, Room 5A224
Salt Lake City, UT 84132
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NPS Pharmacy Services
Customer Service www.uhealthplan.utah.edu
(877) 895-7163 (available 24 / 7)

Employee Assistance Program (EAP) (801) 587-9319
(800) 926-9619

Notice of Privacy Practices: University Health Plans has a Notice of Privacy Practices that is available by calling Customer Service or visiting the website listed above. The University’s Notice of Privacy Practices is at the end of this SPD.
Introduction

This University of Utah Hospitals and Clinics Employee Health Care Plan Summary Plan Description describes the terms and benefits of coverage effective January 1, 2015, or a later date on which Your coverage became effective. This Summary Plan Description replaces any plan description or Summary Plan Description previously issued by the Plan Sponsor and makes them void.

Benefits under this Plan will be paid only if the Plan Sponsor decides, in its sole discretion, that You are entitled to them. As You read this Summary Plan Description, please keep in mind that references to “You” and “Your” refer to both the Plan Participant and Enrolled Dependents. The term “Family” refers to the Plan Participant and all individuals enrolled as his/her Eligible Dependents. The term “Claims Administrator” refers to University Health Plans. The term “Agreement” refers to the administrative services contract between the Plan and the Claims Administrator. The term “Plan” refers to the University of Utah Hospitals and Clinics Employee Health Care Plan. “Plan Sponsor” and “University” mean The University of Utah Hospitals and Clinics, whose employees may participate under this Plan. Other terms are defined in the Definitions Section at the back of this Summary Plan Description or where they are first used.

The University of Utah Hospitals and Clinics reserves the right to amend or terminate this Plan in whole or in part, at any time, regardless of the health or treatment status of You or Your Enrolled Dependents. Amendment or termination may result in modification or termination of Your coverage and/or the coverage of Your Enrolled Dependents. Covered Services and Allowed Amounts incurred prior to the Plan’s amendment or termination will be paid as provided under the terms of the Plan as it existed at the time they were incurred.

The University of Utah Hospitals and Clinics also reserves the right to interpret the Plan’s coverage and meaning in the exercise of its sole discretion.
Using Your Summary Plan Description

The University of Utah Hospitals and Clinics Employee Health Care Plan offers the medical plan described in this Summary Plan Description. It is important for You to understand how the Plan works before You need health care services. Please read this material carefully. If You have any questions about benefits or procedures, please contact University Health Plans Customer Service Department or visit their website at www.uhealthplan.utah.edu.

YOU SELECT YOUR PROVIDER AND CONTROL YOUR OUT-OF-POCKET EXPENSES

Your Plan gives You broad access to Providers and allows You to control whether You use an In-Network or Out-of-Network Provider. This choice affects Your out-of-pocket expenses, such as Copayments, Deductible and Coinsurance, for each Covered Service.

- **University of Utah Provider.** When You choose to see a **University of Utah Health Care Provider**, You will receive the highest level of benefits and will not be billed for balances on Covered Services beyond any Copayment, Deductible, and/or Coinsurance. This will generally result in the lowest out-of-pocket amounts for You.

- **In-Network Provider.** When You choose to see an In-Network Provider who is not a University of Utah Health Care Provider, You will receive the next highest level of benefits and will not be billed for balances on Covered Services beyond any Copayment, Deductible, and/or Coinsurance. This will usually result in lower out-of-pocket amounts for You. Participating Providers with the national networks of MultiPlan and PHCS are covered under the In-Network level of benefits.

- **Out-of-Network Provider.** When You choose to see a Provider that does not have a participating contract with the Claims Administrator, Your out-of-pocket expenses will generally be higher. Choosing to go Out-of-Network means You may be billed by the Out-of-Network Provider for balances beyond any Copayment, Deductible, and/or Coinsurance. This is sometimes referred to as balance billing.

For each benefit in this Summary Plan Description, Your payment amount for In-Network and Out-of-Network Providers is indicated. You can go to www.uhealthplan.utah.edu for additional Provider network information and to find In-Network Providers.

GUIDANCE AND SERVICE ALONG THE WAY

This Summary Plan Description was designed to provide information and answers quickly and easily.

- **Learn more and receive answers about Your coverage.** Call Customer Service at (801) 587-6480 or (888) 271-5870 to talk with one of the Claims Administrator’s Customer Service Representatives. Phone lines are open Monday-Friday 8 a.m. - 6 p.m. MST. You may also visit the website at: www.uhealthplan.utah.edu.

- **Care Management.** You can request that a care manager be assigned to You, or a care manager may be assigned to help You utilize Your benefits and navigate the health care system in the best way possible. Care managers assess Your needs, develop treatment plans, coordinate resources and negotiate with Providers on Your behalf. Call Care Management at (801) 587-6480 or (888) 271-5870, Option 2.

- **MultiPlan/PHCS Network.** The MultiPlan and PHCS Network of Providers (www.multiplan.com) also enables You to access Hospitals and Providers both locally and nationally while traveling outside the State of Utah.
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Understanding Your Benefits

Under this section, You will discover information to help You understand what is meant by Copayments, Deductible, Coinsurance and Out-of-Pocket Maximum. Other terms are defined in the Definitions Section at the back of this Summary Plan Description or where they are first used, and are designated by the first letter being capitalized.

IN-NETWORK OUT-OF-POCKET MAXIMUM (INCLUDING UNIVERSITY OF UTAH HEALTH CARE, MULTIPLAN AND PHCS PROVIDERS)
Members can meet the In-Network Out-of-Pocket Maximum with payments of Coinsurance, Deductible and/or Copayments for University of Utah Health Care and In-Network Provider Categories as specifically indicated in the Summary Of Medical Benefits. Any amounts You pay towards Behavioral Health, Pharmacy, non-Covered Services, Out-of-Network or amounts in excess of the Allowed Amount do not apply toward the In-Network Out-of-Pocket Maximum. You will continue to be responsible for amounts that do not apply toward the In-Network Out-of-Pocket Maximum, even after You reach the In-Network Out-of-Pocket Maximum amounts of the Plan.

Once You reach the In-Network Out-of-Pocket Maximum, benefits subject to the In-Network Out-of-Pocket Maximum will be paid at 100% of the Allowed Amount for the remainder of the Contract Year. Coinsurance and Copayments for some benefits of the Plan do not apply to the In-Network Out-of-Pocket Maximum and will remain at the same payment level through the Plan Year. Those exceptions are specifically noted in the Summary of Medical Benefits in this Summary Plan Description.

The Family In-Network Out-of-Pocket Maximum for a Contract Year is satisfied when Family members' Deductible, Coinsurance and/or Copayments for that Contract Year total and meet the Family's In-Network Out-of-Pocket Maximum amount. Each Claimant will not be required to pay more than the individual In-Network Out-of-Pocket Maximum amount.

NOTE: Benefits provided under the Summary of Drug Benefits and Summary of Behavioral Health Benefits do not apply toward the In-Network Out-of-Pocket Maximum of the Summary of Medical Benefits.

DEDUCTIBLE
Deductible is the amount You are required to pay before the Plan will start paying coinsurance towards Covered Services. The Deductible does not apply to services that are covered by a Copayment. The Family Deductible is satisfied when Family members' Deductibles for that Contract Year total and meet the Family's Deductible amount. Each Claimant will not be required to pay more than the individual Deductible amount. The Plan has a separate In-Network and Out-of-Network Deductible that do not apply towards each other.

Please refer to the Summary of Medical Benefits to understand the In-Network and Out-of-Network Deductible and what covered services the Deductible applies to.

COPAYMENTS
Copayments are the fixed dollar amount that You must pay directly to the Provider for Office Visits, Urgent Care and Emergency Room visits each time You receive a specified service. Once You have paid any applicable Copayment, the Plan pays 100% of the remaining Allowed Amount for Covered Services You receive, unless otherwise noted. The Copayment will be the lesser of the fixed dollar amount or the Allowed Amount for the service or medication. Refer to the Summary of Medical Benefits to understand what Copayments You are responsible for.

COINSURANCE - PERCENTAGE PAID UNDER THE PLAN
The Plan pays a percentage of the Allowed Amount for Covered Services You receive under the Plan. See the Definitions Section for a detailed description of what is meant by Allowed Amount. When the payment is less than 100 percent, the remaining percentage is Your Coinsurance amount that may need to be paid by You. The percentage paid by the Plan varies, depending on the kind of service or supply, and whether the Provider is In-Network or Out-of-Network. If the applicable benefit for a Covered Service requires You to pay a Deductible, the Coinsurance amount will be a percentage of the Allowed Amount after You have met Your Deductible.

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The Plan does not pay Providers for charges above the Allowed Amount. In-Network Providers will not charge You for any charges for Covered Services beyond Your applicable Copayment, Deductible or Coinsurance amount. Out-of-Network Providers, however, may bill You for charges over the Plan payment level in addition to any Copayment, Deductible and Coinsurance amount. See the Definitions Section for descriptions of Providers.

Refer to the Summaries of Medical Benefits, Prescription Drug Benefits, and Behavioral Health Benefits for a description of percentages paid, cost-sharing, and Out-of-Pocket Maximum amounts.

**HOW CONTRACT YEAR BENEFITS RENEW**

Many provisions of the Plan are calculated on a Contract Year basis. Each July 1, the Contract Year maximums begin again.

Some benefits of the Plan have a separate maximum benefit and do not renew every Contract Year. Those exceptions are specifically noted in the benefits sections of this Summary Plan Description.
Summary of Medical Benefits

In this section, You will learn about Your health plan's benefits and how Your coverage pays for Covered Services. There are no referrals required before You can use any of the medical benefits of this coverage, including women's health care services. For Your ease in finding the information regarding benefits most important to You, these benefits have been listed alphabetically.

All covered benefits are subject to the limitations, exclusions and provisions of this plan. To be covered, medical services and supplies must be Medically Necessary for the treatment of an Illness or Injury (except for any covered preventive care). Also, a Provider practicing within the scope of his or her license must render the service. Please see the Definitions Section in the back of this Summary Plan Description for descriptions of Medically Necessary and of the kinds of Providers who deliver Covered Services.

A Health Intervention may be medically indicated yet not be a Covered Service under the Plan or otherwise be Medically Necessary.

If benefits under the Plan change while You are in the Hospital (or any other facility as an inpatient), coverage will be provided based upon the benefit in effect when the stay began.

LIFETIME MAXIMUM BENEFIT
Per Claimant: Unlimited

CONTRACT YEAR OUT-OF-POCKET MAXIMUM (includes copay, deductible and coinsurance)
In-Network
Per Claimant: $2,350
Per EE/Spouse or EE/Child: $4,700
Per Family: $7,050

CONTRACT YEAR DEDUCTIBLE
In-Network
Per Claimant: $350
Per EE/Spouse or EE/Child: $700
Per Family: $1,050

Out-of-Network
Per Claimant: $700
Per EE/Spouse or EE/Child: $1,400
Per Family: $2,100

COPAYMENTS, DEDUCTIBLE, AND COINSURANCE
Copayments, Deductible and Coinsurance are listed in the tables for Covered Services for each applicable benefit.

AMBULANCE SERVICES

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward Your Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 85% and You pay 15% of the billed charges. This applies toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

The Plan covers ambulance services to the nearest Hospital equipped to provide treatment, when any other form of transportation would endanger Your health and the purpose of the transportation is not for personal or convenience purposes. Covered ambulance services include licensed ground and air ambulance Providers.
# AUTISM SPECTRUM DISORDER (ASD) SERVICES - MEDICAL

<table>
<thead>
<tr>
<th>Service</th>
<th>University of Utah Health Care Providers</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic Screening</td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td>Early Intervention Therapy – Up to 20 hrs/wk for children under age 8</td>
<td>After $5 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $10 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td>Behavioral Intervention Therapy – Up to 12 hrs/wk for ages 8-25</td>
<td>After $5 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $10 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

**Note:** Unused therapy hours may not be banked for use during a later week. Physical and Occupational Therapy will be covered under the benefit for *Rehabilitative Services*. Speech Therapy will be covered under the benefit for *Neurodevelopmental Therapy*.

These services are covered under the **Medical benefit**. All services must be coordinated through UNI BHN by calling (801) 587-9319 or (800) 926-9619. UNI BHN will direct services to an In-Network provider unless circumstances indicate a single case agreement with an Out-of-Network provider is appropriate and necessary. Benefits not coordinated through UNI BHN will be denied.

# AUTISM SPECTRUM DISORDER (ASD) SERVICES – SEE BEHAVIORAL HEALTH BENEFIT

<table>
<thead>
<tr>
<th>Service</th>
<th>University of Utah Health Care Providers</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic Testing</td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>The Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Medical Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td>Social Skills Group Therapy – 15 week sessions per plan year. No age limit.</td>
<td>After $15 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>The Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Medical Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

These services are covered under the **Behavioral Health benefit**. All services must be coordinated through UNI BHN by calling (801) 587-9319 or (800) 926-9619. UNI BHN will direct services to an In-Network provider unless circumstances indicate a single case agreement with an Out-of-Network provider is appropriate and necessary. Benefits not coordinated through UNI BHN will be denied.

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BLOOD BANK

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

The Plan covers the services and supplies of a blood bank, excluding storage costs.

CHIROPRACTIC CARE

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Visit</td>
<td>After $45 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td>Outpatient Facility</td>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

Limit: 20 spinal manipulations per Claimant per Contract Year performed by any Provider

CLOTTING FACTOR PRODUCTS – OUTPATIENT

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>You pay 100% of Billed Charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

For In-Network Providers, the Plan covers plasma-derived and recombinant clotting factor products used in outpatient replacement therapy for hemophilia, Von Willebrand disease, and similar clotting disorders. For Out-of-Network Providers, no coverage is provided for plasma-derived or recombinant clotting factor products. NOTE: This benefit does not cover these products when provided by a retail Pharmacy.

DENTAL SERVICES (limited coverage)

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

The Plan covers inpatient and outpatient dental services and supplies (including anesthesia), required as a result of damage to or loss of sound natural teeth due to an Accidental Injury (other than from chewing), if hospitalization in an ambulatory surgical center or Hospital is necessary to safeguard Your health. Benefits are not available for the charges of a dentist or for services received in a dentist's office.

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The Plan covers inpatient and outpatient temporomandibular joint (TMJ) disorders which have one or more of the following characteristics:

- an abnormal range of motion or limitation of motion of the TMJ;
- arthritic problems with the TMJ;
- internal derangement of the TMJ; and/or
- pain in the musculature associated with the TMJ.

"Covered services" for the purposes of this TMJ benefit, mean those services that are:

- reasonable and appropriate for the treatment of a disorder of the TMJ, under all the factual circumstances of the case;
- effective for the control or elimination of one or more of the following, caused by a disorder of the TMJ: pain, infection, disease, difficulty in speaking or difficulty in chewing or swallowing food;
- recognized as effective, according to the professional standards of good medical practice; and
- not investigational or primarily for Cosmetic purposes.

### DIABETIC EDUCATION

<table>
<thead>
<tr>
<th>Service Type</th>
<th>In-Network Providers</th>
<th>Out-of-Network Providers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care</td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td>Specialist Care</td>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

The Plan covers services and supplies for diabetic self-management training and education, including nutritional therapy if provided by Providers with expertise in diabetes.

### DIABETES SUPPLIES AND EQUIPMENT

The Plan covers supplies and equipment for the treatment of diabetes. Please refer to the Other Professional Services, Diabetic Education, Durable Medical Equipment, or Prescription Medications of this Summary Plan Description for coverage details of such covered supplies and equipment.

### DURABLE MEDICAL EQUIPMENT

<table>
<thead>
<tr>
<th>Service Type</th>
<th>In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
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</table>

Durable Medical Equipment means an item that can withstand repeated use, is primarily used to serve a medical purpose, is generally not useful to a person in the absence of illness or injury and is appropriate for use in the Claimant's home. Examples include oxygen equipment, wheelchairs, and incontinence supplies. Durable Medical Equipment is not covered if it serves solely as a comfort or convenience item.
EMERGENCY ROOM (INCLUDING PROFESSIONAL CHARGES)

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After $150 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $150 Copayment per visit, the Plan pays 100% of the Billed Amount This applies toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

The Plan covers emergency room services and supplies, including outpatient charges for patient observation and medical screening exams that are required for the stabilization of a patient experiencing an Emergency Medical Condition. Emergency room services do not need to be pre-authorized. The Copayment is waived when admitted to a Hospital from an Emergency Room, and the applicable Deductible and Coinsurance amount applies. See the Hospital Care benefit in this Summary of Medical Benefits for coverage of inpatient Hospital admissions. For treatment of a qualifying Emergency Medical Condition received by Out-of-Network Providers, the Allowed Amount will be the same as the billed charges. Your responsibility will be calculated from the billed charges. If, due to an Emergency Medical Condition, a Claimant is admitted to an Out-of-Network Hospital through the emergency department and cannot be transported safely to an In-Network Hospital, the Plan will cover the services as if the services were received at an In-Network Hospital, until such time as the Claimant can be safely transported to an In-Network Hospital.

FAMILY PLANNING

<table>
<thead>
<tr>
<th>University of Utah Health Care Providers</th>
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</thead>
<tbody>
<tr>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $45 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
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</tr>
</tbody>
</table>

The Plan covers certain professional Provider contraceptive services and supplies, including, but not limited to, vasectomy, tubal ligation and insertion of IUD or Norplant. Some preventive services are covered at 100%. Please refer to the Preventive Benefits Section. Some generic contraceptives are covered at 100%. Please see the Prescription Drug Benefits Section for coverage of contraceptives.
GENETIC TESTING

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

The Plan covers genetic testing when determined to be Medically Necessary based on the Plan’s medical policy.

HEARING EXAMINATIONS

<table>
<thead>
<tr>
<th>University of Utah Health Care Providers</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care</td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
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<tr>
<td>Specialist Care</td>
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</tr>
</tbody>
</table>

Limit: one routine hearing examination per Claimant per Contract Year

HOME HEALTH CARE

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<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
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</tr>
</tbody>
</table>

The Plan covers home health care when provided by a licensed agency or facility for home health care. Home health care includes all services for homebound patients that would be covered if the patient were in a Hospital or Skilled Nursing Facility.

HOME INFUSION SERVICES

<table>
<thead>
<tr>
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<th>Out-of-Network Provider</th>
</tr>
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HOSPICE CARE

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</tr>
</tbody>
</table>

Limit: 14 inpatient or outpatient respite care days per Claimant Lifetime

The Plan covers hospice care when provided by a licensed hospice care program. A hospice care program is a coordinated program of home and inpatient care, available 24 hours a day. This program uses an interdisciplinary team of personnel to provide comfort and supportive services to a patient and any family members who are caring for a patient, who are experiencing a life threatening disease with a limited prognosis. These services include acute, respite and home care to meet the physical, psychosocial and special needs of a patient and his or her family during the final stages of illness. In order to qualify for hospice care, the patient's Physician must certify that the patient is terminally ill and is eligible for hospice services. Respite care: The Plan covers respite care to provide continuous care of the Claimant and allow temporary relief to family members from the duties of caring for the Claimant.

HOSPITAL CARE - INPATIENT

<table>
<thead>
<tr>
<th>University of Utah Hospitals</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 100% of the Allowed Amount</td>
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</tr>
</tbody>
</table>

The Plan covers inpatient services, diagnostic services, laboratory and pathology services, supplies of a Hospital for Injury and Illness (including services of staff providers billed by the Hospital). Room and board is limited to the Hospital's average semiprivate room rate, except where a private room is determined to be necessary. See the Emergency Room benefit in this Summary of Medical Benefits for coverage of emergency services, including medical screening exams, in a Hospital's emergency room.

If benefits under the Plan change while You are in the Hospital (or any other facility as an inpatient), coverage will be provided based upon the benefit in effect when the stay began.

HOSPITAL CARE – OUTPATIENT AND AMBULATORY SERVICE FACILITY

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
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</tr>
</tbody>
</table>

The Plan covers outpatient services and supplies of a Hospital or the outpatient services and supplies of an Ambulatory Service Facility for Injury and Illness (including services of staff providers billed by the Hospital). See the Emergency Room benefit in this Summary of Medical Benefits for coverage of emergency services, including medical screening exams, in a Hospital's emergency room.
## INFERTILITY SERVICES – ONLY DIAGNOSIS OF CONDITION IS COVERED

<table>
<thead>
<tr>
<th></th>
<th>University of Utah Health Care Providers</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Care</strong></td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
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</tr>
<tr>
<td><strong>Specialist Care</strong></td>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
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</tr>
<tr>
<td><strong>Outpatient Services</strong></td>
<td>After Deductible, then Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
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</table>

The Plan will only cover the cost of tests to reach an initial diagnosis of infertility. **Note:** Treatment to achieve pregnancy (including but not limited to ovulation-stimulating medication, tubal reconstructive surgery, intrauterine insemination, intrafallopian transfer, and in vitro fertilization) is not covered. Once the patient has received a diagnosis of infertility or begins medication specific to promoting pregnancy (not including medication for co-occurring conditions such as hypothyroidism), tests to monitor effectiveness of treatment or select additional treatments are not covered.
### INJECTIBLE MEDICATION

<table>
<thead>
<tr>
<th>Service Type</th>
<th>University of Utah Health Care Providers</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Care with an exam</strong></td>
<td>After $25 Copayment per visit, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $35 Copayment per visit, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
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<tr>
<td><strong>Specialist Care with an exam</strong></td>
<td>After $35 Copayment per visit, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
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</tr>
<tr>
<td><strong>Primary or Specialist Care without an exam</strong></td>
<td>Deductible is waived. Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>Deductible is waived. Plan pays 85% of and You pay 15% the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
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Some injectable medications may fall under Pharmacy services. Please see Prescription Drug Benefits.

### LABORATORY AND PATHOLOGY SERVICES

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<tr>
<th>Service Type</th>
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<tbody>
<tr>
<td><strong>Office Services</strong></td>
<td>Covered at 100% for services performed or ordered by an In-Network Provider.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
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<td><strong>Inpatient / Outpatient Services</strong></td>
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The Plan covers services for treatment of Illness, Injury or Preventive care. **Note:** When treatment is for Preventive care, benefits under the Plan will be paid according to the Preventive Care benefit. When treatment or diagnosis is part of an office visit, benefits under the Plan will be paid according to the Primary Care or Specialist Care benefit. When treatment is part of an inpatient Hospital stay or an outpatient procedure, benefits under the Plan will be paid according to those benefits.
**MATERNITY CARE – INPATIENT HOSPITAL SERVICES**

<table>
<thead>
<tr>
<th>University of Utah Hospitals</th>
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**MATERNITY CARE – OUTPATIENT HOSPITAL AND PHYSICIAN SERVICES**

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The Plan covers pre-natal and post-natal maternity (pregnancy) care, childbirth (vaginal or cesarean), complications of pregnancy, and related conditions for all female Claimants. **Note:** There is no limit for the mother’s length of inpatient stay. Where the mother is attended by a Provider, the attending Provider will determine an appropriate discharge time, in consultation with the mother. See the Newborn Care benefit in this Summary Plan Description to see how the care of Your newborn is covered.

**MEDICAL FOODS (PKU)**

<table>
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<tr>
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The Plan covers medical foods for inborn errors of metabolism including, but not limited to, formulas for Phenylketonuria (PKU).

**NEURODEVELOPMENTAL THERAPY**

<table>
<thead>
<tr>
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**Limit:** $1,500 per Claimant per Contract Year for all neurodevelopmental therapy services combined, including speech therapy services, as a result of congenital anomaly for Claimants up to age 18.

The Plan covers inpatient and outpatient neurodevelopmental therapy services. To be covered, such services must be to restore and/or improve function for a Claimant age six and under with a neurodevelopmental delay. For the purposes of this provision, neurodevelopmental delay means a delay in normal development that is not related to any documented Illness or Injury. Covered Services include only physical therapy, occupational therapy and speech therapy and maintenance services, if significant deterioration of the Claimant’s condition would result without the service. **Note:** Coverage is not available for both the Rehabilitation Services benefit and the Neurodevelopmental Therapy benefit for the same services for the same condition. Speech therapy services as a result of congenital anomaly for Claimants up to age 18 are included in the annual neurodevelopmental therapy maximum.
NEWBORN CARE

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The Plan covers services and supplies, under the newborn’s own coverage, in connection with nursery care for the natural newborn or newly adoptive child. The newborn child must be eligible and enrolled as explained later in the Who Is Eligible, How to Enroll and When Coverage Begins Section. There is no limit for the newborn’s length of inpatient stay. For the purpose of this provision, “newborn care” means the medical services provided to a newborn child following birth including well-baby Hospital nursery charges, the initial physical examination and a PKU test.

OFFICE VISITS

<table>
<thead>
<tr>
<th>Primary Care</th>
<th>University of Utah Health Care Providers</th>
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Primary Care Providers are those with a specialty of Family Medicine, General Medicine, Pediatrics, OB/GYN, and Internal Medicine. (This includes Nurse Practitioners/Skilled Nurses and Physician Assistants practicing in this area when claims are submitted under the rendering or supervising physician’s name.)

Specialist Care Providers are those not listed above. (Examples: Dermatologist, Cardiologist, ENT, Asthma, etc.)

An Office Visit means the evaluation and management of a patient for treatment of an Illness or Injury. Office Visit copayments vary by Primary Care and Specialist Care Providers. See Preventive Care for benefits for Office Visits for Preventive care services. The Copayment applies to visits in the office, home or outpatient department only. The Plan covers services for diagnostic radiology, ultrasound, nuclear medicine, laboratory, pathology, electronic diagnostic medical procedures, as well as medical services, surgical services, including local anesthesia and supplies and therapeutic injections provided by a professional Provider when done in the Provider’s office and when billed as an office visit. Coverage does not include services specifically covered elsewhere in the Summary Plan Description, such as but not limited to, outpatient Rehabilitation Services. All other professional services performed in the office are subject to the applicable benefit specified elsewhere in the Summary of Medical Benefits for such service.
ORTHOTIC DEVICES

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<tr>
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The Plan covers benefits for the purchase of braces, splints, orthopedic appliances and orthotic supplies or apparatuses used to support, align or correct deformities or to improve the function of moving parts of the body. Benefits under the Plan may be reduced for a less costly alternative item. The Plan does not cover foot orthotics (other than Medically Necessary foot orthotics immediately following foot surgery), off-the-shelf shoe inserts or orthopedic shoes.

OUTPATIENT SERVICES

<table>
<thead>
<tr>
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The Plan covers services for diagnostic radiology, ultrasound, nuclear medicine, electronic diagnostic medical procedures, as well as, medical services, surgical services, including local anesthesia and supplies, and therapeutic injections.

Radiology and Diagnostic Procedures

The Plan covers services for diagnostic procedures including radiology, cardiovascular testing, pulmonary function studies, sleep studies and neurology/neuromuscular procedures. The Plan also covers routine diagnostic procedures such as colonoscopies. Note: When the procedures are billed as Preventive care, benefits under the Plan will be paid according to the Preventive Care benefit. CT Scans will be covered in accordance with the guidelines being used by CMS at the time of the procedure.

Surgical Services

The Plan covers surgical services and supplies including the services of a surgeon, an assistant surgeon and an anesthesiologist.

OTHER PROFESSIONAL SERVICES

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</table>

The Plan covers services and supplies provided by a professional Provider. Coinsurance and any specified limits are explained in the following paragraphs:

Medical Services

The Plan covers professional services and supplies, including the services of a Provider whose opinion or advice is requested by the attending Provider that are generally recognized and accepted non-surgical procedures for diagnostic or therapeutic purposes in the treatment of Illness or Injury. Services and supplies also include those to treat a congenital anomaly for Claimants up to age 18.

Professional Inpatient

The Plan covers professional inpatient services for Illness or Injury.
PREVENTIVE CARE
The following Preventive Care benefits are covered by the Plan in accordance with the Patient Protection and Affordable Care Act ("PPACA"), as amended by the Health Care and Education Reconciliation Act. As required by PPACA, Preventive Care benefits of the Plan are covered in accordance with recommendations by the United States Preventive Service Task Force ("USPSTF") with an A or B rating in the current recommendations, the Health Resources and Services Administration ("HRSA"), or by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention ("CDC"). In the event of any conflict between PPACA and this Preventive Care benefit section, the minimum requirements of PPACA will govern. In the event any of these bodies adopts a new or revised recommendation, this Plan has up to one year before coverage of the related services must be available and effective under this benefit. For a complete list of services covered under this benefit please contact Customer Service at (801) 587-6480 or (888) 271-5870.

NOTE: Certain covered Preventive services that do not meet the PPACA requirements may be covered under this Preventive Care benefit when received and billed as Preventive care. Covered Services that do not meet the PPACA requirements will be covered the same as any other Illness or Injury.

<table>
<thead>
<tr>
<th>Preventive Office Visit / Preventive Screening Procedures</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
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</thead>
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<tr>
<td>The Plan pays 100% of the Allowed Amount.</td>
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<tr>
<th>Influenza Vaccine</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Plan pays 100% of the Allowed Amount.</td>
<td>The Plan pays 100% of the billed charges.</td>
<td></td>
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</table>

The Plan covers the preventive care services provided by a professional Provider or facility. Preventive care services include routine well-baby care, routine physical examinations, routine immunizations, routine health screenings, as well as preventive mammograms, preventive prostate exams, preventive colonoscopies, and skin cancer screenings. The Plan covers immunizations for adults and immunizations for children (up to 18 years of age), according to, and as recommended by, the USPSTF and the CDC. Also covered are Provider counseling for tobacco use cessation and breast pumps for lactating mothers. Coverage for all such services is provided only for preventive care as designated above (which designation may be modified from time to time).

PROSTHETIC DEVICES

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<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

Limit: $500 per Claimant per five year period for wigs (synthetic, human hair or blend) for hair loss due to chemotherapy or radiation treatment.

The Plan covers prosthetic devices for functional reasons to replace a missing body part, including artificial limbs, external or internal breast prostheses following a mastectomy and maxillofacial prostheses. Prosthetic devices or appliances that are surgically inserted into the body are otherwise covered under the appropriate facility provision (Hospital - Inpatient Care or Hospital - Outpatient and Ambulatory Service Facility Care) in this Summary of Medical Benefits. Repair or replacement of a prosthetic device due to normal use or growth of a child will be covered under the Plan.
REHABILITATION SERVICES

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

**Inpatient Limit:** 60 days per Claimant per Contract Year

The Plan covers inpatient and outpatient rehabilitation services (physical, occupational and speech therapy services only) and accommodations as appropriate and necessary to restore or improve lost function caused by Injury or Illness. **Note:** Coverage is not available for both the Neurodevelopmental Therapy benefit and the Rehabilitation Services benefit for the same services for the same condition.

SKILLED NURSING FACILITY (SNF) CARE

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

The Plan covers the inpatient services and supplies of a Skilled Nursing Facility for Illness, Injury or physical disability. Room and board is limited to the Skilled Nursing Facility's average semiprivate room rate, except where a private room is determined to be necessary.

TELEMEDICINE

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

The Plan covers telemedicine (audio and video communication) services between a distant-site Physician, the patient and a consulting Practitioner when the originating (distant) site is a rural health professional shortage area as defined by the Centers for Medicare and Medicaid Services.

TRANSPLANTS

<table>
<thead>
<tr>
<th>University of Utah Hospitals</th>
<th>University Health Plans and Multiplan/PHCS Network Provider</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

The Plan covers services and supplies for covered transplants. A transplant recipient who is covered under this Plan and fulfills Medically Necessary criteria will be eligible for the following transplants: heart, lung, kidney, pancreas, liver, cornea, multivisceral, small bowel, islet cell and hematopoietic stem cell support (donor stem cells can be collected from either the bone marrow or the peripheral blood).

Hematopoietic stem cell support may involve the following donors, i.e., either autologous (self-donor), allogeneic (related or unrelated donor), syngeneic (identical twin donor) or umbilical cord blood (only covered for certain conditions). This list of transplants is subject to change. The Plan does not cover services, supplies or accommodations in connection with heart; heart/lung; lung (single or double); liver,
and pancreas transplants not received at the University of Utah Hospitals provided, however, if based on review by appropriate medical professionals at the University of Utah Hospitals, it is determined the covered procedure cannot be performed at the University of Utah Hospitals, Medically Necessary Covered Services will be a benefit when performed at another, more appropriate facility. Claimants can contact the Claims Administrator for a current list of covered transplants.

**Donor Organ Benefits**

The Plan covers donor organ procurement costs if the recipient is covered for the transplant under this Plan. Procurement benefits are limited to selection, removal of the organ, storage, transportation of the surgical harvesting team and the organ and other such procurement costs that are determined to be paid under the Plan.

### URGENT CARE

<table>
<thead>
<tr>
<th>University of Utah Health Care Urgent Care Providers</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After $50 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

### VISION EXAMINATION

<table>
<thead>
<tr>
<th>University of Utah Health Care Providers (including Moran Eye Centers)</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Care (Optometrist)</td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum. Copayment is waived if this is Your annual preventive exam.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td>Specialist Care (Ophthalmologist)</td>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

**Limit:** One preventive/routine eye examination per Claimant per Contract Year

*Note: Contact fittings are not covered under office copay, so there may be patient responsibility.*
# XRAY AND DIAGNOSTIC SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Office Visit</strong></td>
<td>When billed as part of an Office Visit, the Plan pays 100% of the Allowed Amount after Your applicable office copay.</td>
<td>Deductible, then Plan pays 60% of the Allowed Amount and You pay balance of billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td><strong>Inpatient / Outpatient Services</strong></td>
<td>After Deductible, the Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>After Deductible, the Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>
Other Benefits

CARE MANAGEMENT PROGRAM
Because of University Health Plans involvement as the Claims Administrator, You have access to the following Group-sponsored care management program. Your employer has chosen to provide this benefit to You. To the extent any part of this program (e.g., medications for smoking cessation) is also a benefit as a Medical Benefit or other benefit of the Plan, the Medical Benefits or other benefit applies first and until that benefit is exhausted.

Receive one-on-one help and support in the event You have a serious or sudden Illness or Injury. An experienced, compassionate care manager will serve as Your personal advocate during a time when You need it most. Your care manager is a licensed health care professional who will help You understand Your treatment options, show You how to get the most out of Your available Plan benefits and work with Your Physician to support Your treatment plan.

To learn more or to enlist the services of a care manager, please call (801) 587-6480 or (888) 271-5870, Option 2.

ADOPTION BENEFIT
The Plan will pay 85% of expenses You incur for an eligible adoption up to a maximum of $4,000.

An adoption benefit is available when a Participant meets all of the following conditions:

- The newborn child is enrolled under this health plan.
- The Participant’s coverage under this Plan is in effect on the date a newborn child is placed for the purpose of adoption.
- The newborn child is placed for the purpose of adoption with the Participant within 30 days after the child’s birth.
- The Participant submits a written request for the adoption benefit along with evidence of expenses paid and proof of placement for adoption. Proof of placement will be a copy of the court order or its equivalent (for example, a letter from the adoption agency) showing the date of placement for adoption. The written request must contain the child’s name, date of birth and a statement regarding any other health coverage of the adoptive parent(s). The written request will be addressed to:
  
  University Health Plans
  PO Box 45180
  Salt Lake City, UT 84145

In the event a Participant adopts more than one newborn from a single pregnancy (for example, twins), only a single $4,000 adoption benefit is available (subject to reduction for other coverage below).

In the event the Participant and/or the Participant’s spouse are covered by more than one compliant health benefit plan, the adoption benefit will be prorated between or among the plans. The full amount provided by both or all of the plans will not exceed $4,000 per pregnancy.

In the event the post-placement evaluation disapproves the adoption placement and a court rules the adoption may not be finalized because of an act or omission of an adoptive parent or parents that affects the child’s health or safety, the Participant will be liable for repayment of the adoption benefit. The Participant will refund the full amount of such benefit to the Plan, upon request, within 30 days after the date the child is removed from placement.

Please note that the adoption benefit is a taxable event under IRS regulations and any amounts paid by the Plan for this benefit will be added to Your taxable income reported through payroll.
Summary of Prescription Drug Benefits – Employee Health Care Plan

Prescription Drug Benefits are administered through NPS and University Health Plans. Please contact NPS at (877) 895-7163 for information on Your Prescription Drug coverage. For Mail Order call the University of Utah South Jordan Pharmacy at (801) 213-4550.

**CONTRACT YEAR DEDUCTIBLE – Prescription Drug Benefits Only**
There is no Deductible amount applicable to Prescription Drug Benefits.

**CONTRACT YEAR OUT-OF-POCKET MAXIMUM – Prescription Drug Benefits Only**
Per Claimant: $1,500

**COPAYMENTS AND COINSURANCE**
Except as provided in Special Provisions below, You are responsible to pay the following Copayment and Coinsurance amounts:

**Note:** Prior Authorization may be required for some medications. All Medications over $1,000 require prior authorization.

**University of Utah Pharmacies with a prescription from a University of Utah Health Care Provider:**
In order to receive this level of benefits You must be under the care of University of Utah Provider and fill Your prescription order at one of the University of Utah Hospitals and Clinics Pharmacies.

<table>
<thead>
<tr>
<th>Type</th>
<th>Copay/Coin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic</td>
<td>Up to $5</td>
</tr>
<tr>
<td>Preferred Name Brand</td>
<td>Up to $20</td>
</tr>
<tr>
<td>*Non-Preferred Name Brand</td>
<td>20% of contracted amount</td>
</tr>
<tr>
<td>*Specialty Medication</td>
<td>20% of contracted amount</td>
</tr>
</tbody>
</table>

Benefits above are based on a 30 day supply. 90 day supply of Generic and Preferred Name Brand Drugs are available at the University of Utah Hospitals and Clinics Pharmacies for 2 copays.

**University of Utah Pharmacies:** To receive this level of benefit Your prescription order must be filled at a University of Utah Hospitals and Clinics Pharmacy, but can be written by any Provider.

<table>
<thead>
<tr>
<th>Type</th>
<th>Copay/Coin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic</td>
<td>Up to $10</td>
</tr>
<tr>
<td>Preferred Name Brand</td>
<td>Up to $25</td>
</tr>
<tr>
<td>*Non-Preferred Name Brand</td>
<td>30% of contracted amount</td>
</tr>
<tr>
<td>*Specialty Medication</td>
<td>30% of contracted amount</td>
</tr>
</tbody>
</table>

Benefits above are based on a 30 day supply. 90 day supply of Generic and Preferred Name Brand Drugs are available at the University of Utah Hospitals and Clinics Pharmacies for 2 copays.

**For a list of University of Utah Pharmacies, please visit our website at** [www.uhealthplan.utah.edu](http://www.uhealthplan.utah.edu).

**NPS Participating non-UUHC Pharmacies:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Copay/Coin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic</td>
<td>Up to $15</td>
</tr>
<tr>
<td>Preferred Name Brand</td>
<td>Up to $35</td>
</tr>
<tr>
<td>*Non-Preferred Name Brand</td>
<td>30% of contracted amount</td>
</tr>
<tr>
<td>*Specialty Medication</td>
<td>50% of contracted amount</td>
</tr>
</tbody>
</table>

Benefits above are based on a 30 day supply. 90 day supply of Generic and Preferred Name Brand Drugs are also available at the University of Utah Hospitals and Clinics Pharmacies for 2 copays.
Prescription Mail Order Program¹:

<table>
<thead>
<tr>
<th>Mail Order is through the University of Utah South Jordan Pharmacy (801) 213-4550</th>
<th>Generic</th>
<th>2 copays for a 90 day supply</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Preferred Name Brand</td>
<td>2 copays for a 90 day supply</td>
</tr>
<tr>
<td></td>
<td>Non-Preferred Name Brand</td>
<td>30% of contracted amounts</td>
</tr>
</tbody>
</table>

In accordance with the Patient Protection and Affordable Care Act (“PPACA”), as amended by the Health Care and Education Reconciliation Act generic contraceptives are covered for women at 100% in accordance with recommendations by the United States Preventive Service Task Force (“USPSTF”) with an A or B rating in the current recommendations, the Health Resources and Services Administration (“HRSA”), or by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (“CDC”). When no generic contraceptive exists, a brand is covered. Once a generic becomes available, the brand will no longer be covered at 100%. Insertion of a device is covered under Preventive Care, but removal of the device is not. Over-the-counter medications required to be covered under PPACA will be covered by the Plan at 100% of the Allowable Amount with a Prescription for the item(s). Smoking cessation medications are also covered under the plan but not at 100%. They follow the benefits outlined above and may require prior authorization or proof of enrollment in a smoking cessation program before approved.

Note: Some Generics will fall under Brand and Specialty tiers for coverage if they are high cost.

HOW THE PLAN PAYS:

The Prescription Drug Benefit Out-of-Pocket Maximum refers to the amount of claims paid by the Claimant within a Contract Year for *Non-Preferred Name Brand and *Specialty Medications under retail and mail order Prescription Drugs combined. (*Drugs included in the Out-of-Pocket Maximum are annotated above by the asterisk). This maximum includes both University of Utah Hospitals and Clinics Pharmacies and NPS non-University Pharmacies. Once a Claimant has paid $1500 in eligible expenses, the Plan will begin to pay 100% of all eligible coinsurance charges for that individual member for the remainder of that Contract Year (July 1 through June 30). An individual member will still be responsible for copays on Generic and Preferred Name Brand medications. Each individual member has a separate Prescription Drug Benefit Out-of-Pocket Maximum. There is no longer a combined Family maximum for Prescriptions Drugs.

The Prescription Drug Benefit Copays and Coinsurance amounts do not apply toward any Medical Out-of-Pocket Maximum amounts outlined in the Summary of Medical Benefits. Medical and Prescription Drug Benefits have separate accumulators.

COORDINATION OF BENEFITS – Prescription Drug Benefits Only
Coordination of Benefits is not available for Prescription Drugs.

SPECIAL PROVISIONS
The following are Special Provisions applicable to Your Prescription Drug Benefit:

- If You request a name brand Prescription Drug in place of its generic equivalent, the Plan will pay the amount it would have paid for the generic equivalent and You will be responsible for the amount You would have paid for the generic equivalent, plus the difference in price between the name brand Prescription Drug and the generic equivalent.
- When using Your Health Plan Identification Card, You may be eligible for a discounted rate for non-covered Prescription Drugs. However, You pay 100% of the cost for non-covered drugs.

Additional information related to pharmacy may be obtained at: www.uhealthplan.utha.edu.

¹ The Prescription Mail Order Program is an exclusive contract with University of Utah Hospitals and Clinics. The Plan does not cover Prescriptions filled by other Mail Order programs (including, but not limited to, Foreign Pharmacies).
Covered Prescription Drug Benefits

Prescription Drug Benefits are administered through NPS and University Health Plans. Please contact NPS at (877) 895-7163 for information on Prescription Drug Benefits.

When You incur expenses for Prescription Drugs purchased from a duly licensed pharmacy pursuant to a Prescription Order, Prescription Drug Benefits will be provided, as follows:

- when You present Your Prescription Order and use Your Health Plan Identification Card at a Participating Pharmacy, You will be required to pay only the applicable Copay and Coinsurance amounts specified in the Summary Of Prescription Drug Benefits above, to be paid at the time of purchase; and

- when You present Your Prescription Order, but do not use Your Health Plan Identification Card and/or You go to an Out-of-Network Pharmacy, You will be required to pay the entire cost of the Prescription Drug and file a claim for reimbursement of eligible expenses with NPS for the Copay or Coinsurance amount to be paid by the Plan, specified in the Summary Of Prescription Drug Benefits, not to exceed the amount the Plan would have paid a Participating Pharmacy if You had used Your Health Plan Identification Card.

COVERED PRESCRIPTION DRUG BENEFITS

Prescription Drug Benefits are available for the following:

- Prescription Drugs, including drugs, biologicals, and some compounded prescriptions used to treat an Illness or Injury and not specifically excluded herein;
- insulin and prescribed oral agents for controlling blood glucose levels;
- diabetic supplies including test strips, lancets, alcohol swabs, and syringes (subject to 20% coinsurance unless there is a Generic or Preferred Name Brand available); and
- prescription contraceptives.

Exclusions and Limitations

The following exclusions and limitations apply to Prescription Drug Benefits:

A Non-Legend Patent or Proprietary Medicine

Anabolic Steroids

Charges for the Administration or Injection of Any Drug

Clinical Trials

Cosmetic Hair Growth and Removal Products

Emergency Contraceptives (e.g., Preven and Plan B) – except with a prescription

Food Supplements, Special Formulas, and Special Diets

Immunization Agents, Biological Sera, Blood, or Blood Plasma

Impotence Medication: In excess of 6 doses in a 25-day period (except Cialis 2.5 mg which is allowed up to 30 tablets in a 25-day period for treating Benign Prostatic Hyperplasia (BPH)).

Infertility Medications

Investigational or Experimental Drugs: Drugs labeled “Caution – limited by federal law to investigational use”, or experimental drugs, even though a charge is made to the individual.

Mail Order Prescription Drugs from a Non-University Pharmacy:

Medication Not Requiring a Prescription Order, Other than Insulin
Medication Taken or Administered While a Patient: Medication which is taken by or administered to an individual, in whole or in part, while he or she is a patient in a doctor's office, hospital, rest home, sanatorium, extended care facility, convalescent hospital, nursing home or similar institution which operates on its premises or allows to be operated on its premises, a facility for dispensing pharmaceuticals. (In some cases, this medication is covered under the Medical Benefits portion of the Plan.)

Non-Medicinal Substances: Therapeutic devices or appliances, including hypodermic needles, syringes (excluding insulin syringes), support garments, and other non-medicinal substances, regardless of intended use. (In some cases, items may be covered under the Medical Benefits portion of the Plan.)

Other Party Liability: Prescription Drugs which an eligible person is entitled to receive without charge under any worker's compensation laws, or any municipal, state, or federal program.

Over-the-Counter Medication: Over-the-counter medications, vitamins and/or minerals, or item(s) purchased at a pharmacy other than Prescription Drugs whether or not there is a Prescription Order for the item(s), except as required under PPACA.

Pigmenting/De-pigmenting Agents: Except as required to treat photosensitive conditions, such as psoriasis.

Prescription Drugs for a Non-FDA Approved Purpose or Dosage: Any Prescription Drug prescribed for use other than its FDA-approved purpose or in a dosage other than the standard dosage for an FDA-approved purpose. However, if a Prescription Drug is prescribed for other than its FDA-approved use and is recognized as effective for the use for a particular diagnosed condition, benefits for the Prescription Drug may be provided when so used, as determined by the Claims Administrator.

Prescription Drugs In Excess of a 90 Day Supply

Refills: Any Prescription Drug refilled in excess of the number specified by the Physician, or any refill dispensed after one year from the Physician’s original Prescription Order.

DEFINITIONS
In addition to the definitions in the Definitions Section of this Summary Plan Description, the following definitions apply to this Covered Prescription Drug Benefits Section:

Health Plan Identification Card means the identification card issued to You by the Claims Administrator, which includes information regarding Your medical, behavioral health and prescription drug benefits.

Out-of-Network Pharmacy means a pharmacy which has no network agreement with NPS.

Participating Pharmacy means a duly licensed pharmacy with which NPS has a network agreement. A roster of Participating Pharmacies can be obtained from NPS or the University Health Plans.

Prescription Drug means a drug or medicine which can only be obtained by a Prescription Order and bears the legend "Caution, Federal Law prohibits dispensing without a prescription" or which is restricted by State law, or insulin.

Prescription Order means a written or oral order for a Prescription Drug issued by a Physician or Practitioner within the scope of his or her professional license. Commonly referred to as a prescription.
Summary of Behavioral Health Benefits – Employee Health Care Plan

Behavioral Health Benefits are administered through Blomquist Hale Consulting Employee Assistance Program (EAP) and UNI BHN, not through University Health Plans. For maximum benefits and to avoid benefit reduction all care should be coordinated through the EAP. Call (801) 587-9319, (801) 262-9619 or (800) 926-9619.

ADMISSION COPAY
Services Coordinated Through the EAP: $0
Services Not Coordinated Through the EAP: $250 copay per admission for Inpatient Services
$350 copay per course of treatment for Chemical^2

CONTRACT YEAR OUT-OF-POCKET MAXIMUM
There is no Out-of-Pocket Maximum amount applicable to Behavioral Health benefits. Behavioral Health Coinsurance amounts do not apply toward any Medical Out-of-Pocket Maximum amounts outlined in the Summary of Medical Benefits.

EMPLOYEE ASSISTANCE PROGRAM
The Plan pays 100% of approved EAP visits to an onsite EAP Provider. Approved EAP visits to In-Network Providers outside of the EAP Clinics are covered at the benefits outlined in the chart below. The EAP provides no specific visit limit for brief, solution-focused counseling sessions for any family member residing in Your home. The EAP also provides referral services for You and Your Enrolled Dependents for the additional Behavioral Health Services listed below.

NOTE: Eligibility for the EAP does not guarantee eligibility for mental health and chemical dependency benefits through the Plan.

The EAP is available 24 hours a day, 7 days a week to handle any emergency situation. If an Emergency Inpatient admission is required, please contact the EAP at the time of admission for authorization.

MENTAL HEALTH SERVICES

<table>
<thead>
<tr>
<th></th>
<th>When You Use EAP Referral</th>
<th>When You Don't Use EAP Referral</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inpatient</strong></td>
<td>Upon referral from EAP, Plan pays 80% and You pay 20% of Allowed Amount.</td>
<td>After Admission Copay, Plan pays 50% of Allowed Amount and You pay remainder of billed charges.</td>
</tr>
<tr>
<td>Limited to 30 days per</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claimant per Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Outpatient</strong></td>
<td>Upon referral from EAP, You pay $25 per visit. After Copayment, Plan pays 100% of Allowed</td>
<td>Plan pays 50% of Allowed Amount and You pay remainder of billed charges.</td>
</tr>
<tr>
<td>Limited to 20 visits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>per Claimant per</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### CHEMICAL DEPENDENCY SERVICES*

<table>
<thead>
<tr>
<th></th>
<th>When You Use EAP Referral</th>
<th>When You Don't Use EAP Referral</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inpatient Services</td>
<td>Upon referral from EAP, Plan pays 80% and You pay 20% of Allowed Amount.</td>
<td>After Treatment copay, Plan pays 50% of Allowed Amount and You pay balance of billed charges.</td>
</tr>
<tr>
<td>Outpatient Services</td>
<td>Upon referral from EAP, Plan pays 80% and You pay 20% of Allowed Amount.</td>
<td>Plan pays 50% of Allowed Amount and You pay balance of billed charges.</td>
</tr>
</tbody>
</table>

*Chemical Dependency Services are limited to 2 Courses of Treatment per Claimant per Lifetime. A Course of Treatment is defined as continuous treatment/services (without a break in participation of 90 days or more) to address a chemical dependency disorder that may involve several levels of treatment.

### AUTISM SPECTRUM DISORDER (ASD) SERVICES – BEHAVIORAL HEALTH

<table>
<thead>
<tr>
<th></th>
<th>University of Utah Health Care Providers</th>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Diagnostic Testing</strong></td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>After $35 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>The Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Medical Out-of-Pocket Maximum.</td>
</tr>
<tr>
<td><strong>Social Skills Group Therapy – 15 week sessions per plan year. No age limit.</strong></td>
<td>After $15 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>After $25 Copayment per visit, the Plan pays 100% of the Allowed Amount. This does not apply toward the Medical Out-of-Pocket Maximum.</td>
<td>The Plan pays 60% of the Allowed Amount and You pay 40% plus any balance from billed charges. Your payment will not be applied toward the Medical Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

**Note:** Diagnostic Screening, Early Intervention Therapy and Behavioral Intervention Therapy are covered under the Medical benefit.

These services are covered under the **Behavioral Health benefit**. All services must be coordinated through UNI BHN by calling (801) 587-9319 or (800) 926-9619. UNI BHN will direct services to an In-Network provider unless circumstances indicate a single case agreement with an Out-of-Network provider is appropriate and necessary. Benefits not coordinated through UNI BHN will be denied.
Covered Behavioral Health Benefits

EMPLOYEE ASSISTANCE PROGRAM (EAP)
An Employee Assistance Program provides confidential short-term counseling benefits at no cost to You. The EAP can assist with a broad range of life challenges such as emotional difficulties, family problems, marital or relationship difficulties, depression/anxiety, financial or legal matters, work-site issues, alcohol/drug problems, and day-care and eldercare concerns. The EAP is completely confidential and no patient information will be shared with the University. Any member of Your household is eligible for EAP benefits; however eligibility for EAP benefits does not guarantee eligibility for Behavioral Health Benefits (mental health and chemical dependency) through the Plan. Eligibility for Behavioral Health Benefits beyond the EAP is limited to You and Your Enrolled Dependents.

The EAP provides the following services:

- **Short-Term Counseling** – Private, solution-focused counseling sessions will be provided by the EAP counselor at no cost to You and will not count as one of the 20 visits available under Your Behavioral Health Benefit.
- **Referral** – When necessary, Your EAP counselor may refer You to another source including, but not limited to, a private therapist, counselor, or treatment group in the area. Referrals beyond the EAP are not a covered EAP benefit and will be covered by the Plan as a Behavioral Health Benefit, up to the limits listed in the Summary Of Behavioral Health Benefits.

MENTAL HEALTH SERVICES AND CHEMICAL DEPENDENCY SERVICES
Inpatient and Outpatient benefits are subject to the dollar and visit limits listed in the Summary Of Behavioral Health Benefits.

**NOTE:** You always have a choice as to whether to coordinate care through the EAP. When You coordinate care through the EAP You will receive the maximum Behavioral Health Benefits provided by the Plan. When You do NOT coordinate care through the EAP, Covered Services will be paid as Without EAP Referral benefits. See Summary Of Behavioral Health Benefits for more details.

LIMITATIONS AND EXCLUSIONS
The EAP program offers access to brief, solution-focused, problem solving intervention for any life problem without exception. The following limitations and exclusions apply to Behavioral Health Benefits outside the EAP.

Care or Treatment of the Following Conditions:

- ADD/ADHD, except for the purpose of assessment and medication management;
- adjustment disorder;
- conduct disorders;
- enuresis and encopresis;
- gambling addiction;
- grief;
- kleptomania;
- learning disabilities;
- mental or emotional conditions without manifest psychiatric disorder;
- mental retardation;
- non-specific conditions;
- oppositional disorders;
- paraphilia;
- personality disorders;
- psychosexual disorders;
- pyromania; and
- tourette’s.
The Following Costs and Services:
- behavioral modification;
- biofeedback;
- couples/marital/family therapy
- court committed treatment or court ordered services;
- custodial care;
- diagnostic work-ups to rule out organic disorders;
- encounter groups;
- fitness for duty;
- hospital charges while on leave of absence;
- hypnosis;
- long-term acute hospitalization;
- massage;
- methadone maintenance treatment;
- office calls in conjunction with repetitive therapeutic injections;
- psychiatric consults while admitted to a medical unit;
- psychological evaluations for legal purposes;
- psychotherapy while in a Skilled Nursing Facility;
- residential treatment;
- smoking cessation;
- treatment therapies for developmental delay or child developmental programs;
- vagus nerve stimulation;
- vocational counseling; and
- weight control training.

Costs for Discontinuing Treatment
Costs incurred for discontinuing treatment or program against medical advice.

Services Not Coordinated Through The EAP:
Any Behavioral Health Service NOT coordinated through the EAP will be covered as a Without EAP Referral benefit, regardless of whether or not the Provider/Hospital has an existing contract with the UNI BHN network.
General Exclusions
The following are the general exclusions from coverage under the Plan. Other exclusions may apply and, if so, will be described elsewhere in this Summary Plan Description.

WAITING PERIOD FOR PREEXISTING CONDITIONS
The Plan does not have a waiting period for Preexisting Conditions.

Enrollment Date means:
• For individuals who apply during their initial period of eligibility, Your date of hire into a benefit-eligible position with the University of Utah Hospitals and Clinics.
• For all others (e.g., including those who applied as Late Enrollees or during a special enrollment), the Enrollment Date is the Effective Date of coverage.

GENERAL EXCLUSION EXAMPLES
The following examples of limitations and exclusions are included to illustrate the types of conditions, treatments, services, supplies or accommodations that may not be covered under the Plan, including related secondary medical conditions and are not inclusive:

• charges in connection with reconstructive or plastic surgery that may have limited benefits, such as a chemical peel that does not alleviate a functional impairment;
• complications by infection from a cosmetic procedure, except in cases of reconstructive surgery:
  - when the service is incidental to or follows a surgery resulting from trauma, infection or other diseases of the involved part; or
  - related to a congenital disease or anomaly of a covered child that has resulted in functional defect;
• complications relating to services, supplies or medications which have not yet been approved by the United States Food and Drug Administration (FDA) or which are used for purposes other than the FDA-approved purpose; or
• complications that result from an Injury or Illness resulting from active participation in illegal activities as determined by the plan administrator.

SPECIFIC EXCLUSIONS
The Plan will not provide benefits for any of the following conditions, treatments, services, supplies or accommodations, including any direct complications or consequences that arise from them. However, these exclusions will not apply with regard to an otherwise Covered Service for: 1) an Injury if the Injury results from an act of domestic violence or a medical condition, including physical and mental, and regardless of whether such condition was diagnosed before the Injury, as required by federal law; or 2) a preventive service as specified under the Preventive Care and Immunizations benefit in the Medical Benefits Section.

Advanced Direct Midwife
Services from an Advanced Direct Midwife are not covered

Alternative Care
The Plan does not cover alternative care, including, but not limited to, the following:

• acupuncture and acupressure;
• holistic and homeopathic treatment;
• massage or massage therapy;
• naturopathy;
• faith healing;
• milieu therapy;
- hypnosis;
- sensitivity training;
- behavior modification;
- biofeedback;
- electrohypnosis, electrosleep therapy, or electronarcosis;
- ecological or environmental medicine; and
- other therapies: scream therapy; psychic surgery, channeling, sensory deprivation; rolfing; thermography; music, art, dance, or recreation therapy; crystal therapy; and hypertherapy (therapeutically induced fever) for the treatment of cancer.

**Behavioral Health Services**

Behavioral Health Services are administered through Blomquist Hale Consulting and UNI BHN. See the Covered Behavioral Health Services Section for the specific limitations and exclusions of Behavioral Health Benefits.

**Birthing Centers**

Services and supplies related to birthing centers.

**Cosmetic/Reconstructive Services and Supplies**

Cosmetic and/or reconstructive services and supplies, except in the treatment of the following:

- to treat a congenital anomaly for Claimants up to age 18;
- to restore a physical bodily function lost as a result of Injury or Illness;
- required as a result of an Accidental Injury, Illness, or therapeutic intervention and services are rendered or planned (as specifically documented in the Claimant’s medical record) within 12 months of the cause or onset of the Injury, Illness or therapeutic intervention (generally performed to restore function, but may also be done to restore a normal appearance); or
- related to breast reconstruction following a Medically Necessary mastectomy.

Cosmetic means services or supplies that are applied to normal structures of the body primarily to improve or change appearance.

Reconstructive means services, procedures or surgery performed on abnormal structures of the body, caused by congenital anomalies, developmental abnormalities, trauma, infection, tumors or disease. It is performed to restore function, but, in the case of significant malformation, is also done to approximate a normal appearance.

**Counseling**

Charges for counseling a Claimant, including the following:

- marital counseling;
- family counseling;
- educational, social, occupational, or religious counseling;
- counseling in the absence of Illness or Injury; and
- counseling with a patient’s family, friend(s), employer, school counselor, or school teacher.

This exclusion does not apply to services for counseling a Claimant when incidentally provided, without separate charge, in connection with Covered Services. (Behavioral Health Services are administered through Blomquist Hale Consulting and UNI BHN. See the Covered Behavioral Health Benefits Section for specific information regarding covered Behavioral Health Benefits.)

**Custodial Care**

Non-skilled care and helping with activities of daily living.

**Clinical Trials**

Any charges associated with participation in a clinical trial.

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**Dental Services**
Dental Services provided to prevent, diagnose, or treat diseases or conditions of the teeth and adjacent supporting soft tissues, including treatment that restores the function of teeth.

**Expenses Before Coverage Begins or After Coverage Ends**
Services and supplies incurred before Your Effective Date under the Plan or after the termination of Your enrollment under the Plan.

**Fees, Taxes, Interest**
Charges for shipping and handling, postage, interest or finance charges that a Provider might bill. The Plan also does not cover excise, sales or other taxes; surcharges; tariffs; duties; assessments; or other similar charges whether made by federal, state or local government or by another entity, unless required by law.

**Foot Care (Routine)**
Routine foot care, including, but not limited to: treatment of corns and calluses and trimming of nails, except as medically necessary, determined in accordance with Medicare guidelines.

**Government Programs**
Benefits that are covered, or would be covered in the absence of this Plan, by any federal, state or government program, except for facilities that contract with the Claims Administrator and except as required by law, such as for cases of medical emergency or for coverage provided by Medicaid. Expenses from government facilities outside the service area are not covered under the Plan (except for facilities contracting with University Health Plans or as required by law for emergency services).

**Growth Hormone Therapy**
Growth hormone therapy, once bone growth is complete.

**Hearing Care**
Except as specifically provided under the Hearing Examinations benefit of the Plan. Hearing aids (externally worn or surgically implanted) and the surgery and services necessary to implant them. This exclusion does not apply to cochlear implants and bone anchored hearing aids (baha implants) that meet medical necessity criteria and receives prior authorization.

**Infertility**
The Plan will only cover the cost of tests to reach an initial diagnosis of infertility. Treatment to achieve pregnancy (including but not limited to ovulation-stimulating medication, tubal reconstructive surgery, intrauterine insemination, intrafallopian transfer, and in vitro fertilization) is not covered. Once the patient has received a diagnosis of infertility or begins medication specific to promoting pregnancy (not including medication for co-occurring conditions such as hypothyroidism), tests to monitor effectiveness of treatment or select additional treatments are not covered.

**Investigational Services**
Investigational treatments or procedures (Health Interventions) and services, supplies and accommodations provided in connection with Investigational treatments or procedures (Health Interventions). Also excluded are any services or supplies provided under an Investigational protocol. Refer to the expanded definition in the Definitions Section of this Summary Plan Description. This exclusion does not apply to treatment or procedures related to the diagnosis and/or treatment of high-risk osteogenic sarcoma.

**Home Birth**
Home Birth is not covered. Services and supplies related to Home Births are also not covered.

**Motor Vehicle Coverage and Other Insurance Liability**
Expenses for services and supplies that are payable under any automobile medical, personal injury protection ("PIP"), automobile no-fault, underinsured or uninsured motorist coverage, homeowner's coverage, commercial premises coverage or similar contract or insurance. This applies when the contract
or insurance is either issued to, or makes benefits available to a Claimant, whether or not the Claimant makes a claim under such coverage. Further, the Claimant is responsible for any cost-sharing required by the motor vehicle coverage, unless applicable state law requires otherwise. Once benefits under such contract or insurance are exhausted or considered to no longer be Injury-related under the no-fault provisions of the contract, Benefits will be provided according to the Summary Plan Description.

Non-Direct Patient Care
Services that are not direct patient care, including:

- appointments scheduled and not kept ("missed appointments");
- charges for preparing or duplicating medical reports and chart notes;
- itemized bills or claim forms (even at the Claims Administrator's request); and
- visits or consultations that are not in person (including telephone consultations and e-mail exchanges), except as specifically provided under the telemedicine benefit.

Nutritional Counseling
This exclusion does not apply to services and supplies for Diabetic Education or as required under PPACA.

Orthognathic Surgery
Services and supplies for orthognathic surgery. Note: This exclusion does not apply to orthognathic surgery for class II or class III skeletal deformities not correctable by orthodontic means.

Over-the-Counter Contraceptives
Over-the-counter contraceptive supplies and oral contraceptive, unless a Prescription Order is obtained.

Personal Comfort Items
Items that are primarily for comfort, convenience, cosmetics, environmental control or education. For example: telephones, televisions, air conditioners, air filters, humidifiers, whirlpools, heat lamps and light boxes are not covered.

Physical Exercise Programs and Equipment
Physical exercise programs or equipment, including hot tubs or membership fees at spas, health clubs or other such facilities. Note: This exclusion applies even if the program, equipment or membership is recommended by the Claimant's Provider.

Prescription Drugs and Other Medications
Outpatient prescription drugs and over-the-counter drugs and medications, vitamins, and minerals. Note: Also excluded are special formulas, food supplements, or special diets, except as provided by a Hospital or Skilled Nursing Facility during a confinement for which benefits are available and as required for inborn metabolic errors. (Coverage for outpatient Prescription Drugs is administered by NPS. See the Covered Prescription Drug Benefits Section for coverage information.)

Private-Duty Nursing
Private-duty nursing, including ongoing shift care in the home. Note: This exclusion does not apply for ventilator support that meets Interqual criteria for medical necessity and receives prior authorization.

Psychoanalysis/Psychotherapy
Psychoanalysis or psychotherapy credited toward earning a degree or furthering a Claimant's education or training.

Reversals of Sterilizations
Services and supplies related to reversals of sterilization.

Riot, Rebellion and Illegal Acts
Services and supplies for treatment of an Illness, Injury or condition caused by a Claimant's voluntary participation in a riot, armed invasion or aggression, insurrection or rebellion or sustained by a Claimant arising directly from an act deemed illegal by an officer or a court of law.
Self-Help, Self-Care, Training or Instructional Programs
Except as may be specifically provided in the Summary Plan Description or required under PPACA, the Plan does not cover self-help, non-medical self-care, training programs, including:

- diet and weight monitoring services;
- childbirth-related classes including infant care and breast feeding classes; and
- instruction programs including those to learn how to stop smoking and programs that teach a person how to use Durable Medical Equipment or how to care for a family member.

**Note:** This exclusion does not apply to services for training or educating a Claimant when provided without separate charge in connection with Covered Services.

Services and Supplies for Which No Charge Is Made or No Charge Is Normally Made
Services and supplies for which a Claimant is not required to make payment or for charges that in the absence of this Plan there would be no obligation to pay. This would include but is not limited to:

- services or supplies for which a Claimant cannot be held liable because of an agreement between the Provider rendering the service and another third party payor which has already paid for such service or supply;
- services for which the Claimant incurs no charge or has no legal obligation to pay; and
- charges for services or supplies provided by the University or any of its employees or agents.

Services and Supplies Provided by a Member of Your Family
Services and supplies provided to You by a member of Your immediate family. For purposes of this provision, “immediate family” means parents, spouse, children, siblings, half-siblings, in-laws or any relative by blood or marriage who shares a residence with You.

Services and Supplies Provided By a School or Halfway House
Services and supplies provided by any public or private school or halfway house, or by their employees and services provided solely to satisfy institutional requirements.

Services and Supplies That Are Not Medically Necessary
Services and supplies that are not Medically Necessary for the treatment of an Illness or Injury, except for preventive care benefits specifically provided under the Plan.

Sexual Dysfunction
Services and supplies (including medications) for or in connection with sexual dysfunction regardless of cause, except for counseling services provided by covered, licensed mental health practitioners when Mental Health Services are covered benefits under the Plan.

Sexual Reassignment Treatment and Surgery
Treatment, surgery or counseling services for sexual reassignment.

Termination of Pregnancy
Services and supplies in connection with the performance of any induced abortion services except in the following circumstances in accordance with the Utah prohibition against public funding for abortions (U.C.A. 76-7-331): (a) in the professional judgment of the pregnant woman's attending physician, the abortion is necessary to save the pregnant woman's life; (b) the pregnancy is the result of rape or incest reported to law enforcement agencies, unless the woman was unable to report the crime for physical reasons or fear of retaliation; or (c) in the professional judgment of the pregnant woman's attending physician, the abortion is necessary to prevent permanent, irreparable, and grave damage to a major bodily function of the pregnant woman provided that a caesarian procedure or other medical procedure that could also save the life of the child is not a viable option; or (d) the fetus is not viable, or the fetus has a defect that is uniformly diagnosable and uniformly lethal, provided that public funds are not used by the plan to pay for the procedure.
Third Party Liability
Services and supplies for treatment of Illness or Injury for which a third party is or may be responsible.

Tobacco Addiction Treatment
Except as specifically provided under the Preventive Care benefit in this Summary Plan Description, the Plan does not cover treatment of tobacco addiction and supportive items for addiction to tobacco, tobacco products or nicotine substitutes.

Travel and Transportation Expenses
Travel and transportation expenses other than covered ambulance services provided under the Plan.

Uniformed Services
The treatment of any Claimant's condition that the Secretary of Veterans Affairs determines to have been incurred in, or aggravated during, performance of service in the uniformed services of the United States.

Vision Care
Vision hardware, except the first intraocular lenses following cataract surgery and as Medically Necessary for the treatment of keratoconus.

Visual therapy, training and eye exercises, vision orthoptics, surgical procedures to correct refractive errors/astigmatism, reversals or revisions of surgical procedures which alter the refractive character of the eye.

War or Insurrection
The treatment of any condition caused by or arising out of a Claimant's active participation in a war or insurrection.

Weight Reduction/Control
Medical or surgical treatment (including reversals), programs, or supplies that are intended to result in weight reduction, regardless of diagnosis or psychological conditions, except certain surgical procedures for the treatment of Morbid Obesity and counseling required under PPACA.

Work-Related Conditions
Expenses for services and supplies incurred as a result of any work-related Injury or Illness, including any claims that are resolved related to a disputed claim settlement. The Claims Administrator may require the Claimant to file a claim for workers' compensation benefits before providing any benefits under the Plan. The only exception is if a Participant is exempt from state or federal workers' compensation law.
Claims Administration

This section explains a variety of matters related to administering benefits and/or claims, including situations that may arise when Your health care expenses are the responsibility of a source other than the Plan.

PLAN IDENTIFICATION CARD
When Participants enroll in the Plan, they will receive Plan identification cards. The identification card will include important information such as the Participant's identification number, group number and name.

It is important to keep Your Plan identification card with You at all times. Be sure to present it to Your Provider before receiving care.

If You lose Your card, or if it gets destroyed, You can get a new one by calling the Claims Administrator's Customer Service department at: (801) 587-6480 or (888) 271-5870, or by visiting the Claims Administrator's website at www.uhealthplan.utah.edu. If the Plan terminates, Your Plan identification card will no longer be valid.

SUBMISSION OF CLAIMS AND REIMBURSEMENT
The Claims Administrator will decide whether to pay You, the Provider, or You and the Provider jointly. Benefit payments may be made for a child covered by a legal qualified medical child support order (QMCSO) directly to the custodial parent or legal guardian of such child. All other payments will be made to the Participant (employee).

You will be responsible for the total billed charges for benefits in excess of Contract Year Maximum Benefits, if any, and for charges for any other service or supply not covered under this Plan, regardless of the Provider rendering such service or supply.

Timely Filing of Claims
Written proof of loss must be received within one year after the date of service for which a claim is made. If it can be shown that it was not reasonably possible to furnish such proof and that such proof was furnished as soon as reasonably possible, failure to furnish proof within the time required will not invalidate or reduce any claim. A claim that is not filed in a timely manner will be denied unless You can reasonably demonstrate that the claim could not have been filed in a timely manner. You may, however, appeal the denial in accordance with the Appeal process to demonstrate that the claim could not have been filed in a timely manner. (If You were covered by more than one health plan on the date of service, see the text of Secondary Health Plan in the Coordination of Benefits provision for an exception to this timely filing rule.)

Freedom of Choice of Provider
Nothing contained in the Summary Plan Description is designed to restrict You in selecting the Provider of Your choice for care or treatment of an Illness or Injury.

In-Network Claims
You must present Your Plan identification card when obtaining Covered Services from an In-Network Provider. You must also furnish any additional information requested. The Provider will furnish the Claims Administrator with the forms and information needed to process Your claim.

In-Network Reimbursement
An In-Network Provider will be paid directly for Covered Services. These Providers have agreed to accept the Allowed Amount as full compensation for Covered Services. Your share of the Allowed Amount is any amount You must pay due to Copayment and/or Coinsurance. These Providers may require You to pay Your share at the time You receive care or treatment.

Out-of-Network Claims
In order for Covered Services to be paid, You or the Out-of-Network Provider must first send the Claims Administrator a claim. Be sure the claim is complete and includes the following information:
• an itemized description of the services given and the charges for them;
• the date treatment was given;
• the diagnosis; and
• the patient's name, the group number, and identification numbers.

If the treatment is for an Injury, include a statement explaining the date, time, place and circumstances of the Injury when You send the claim.

Out-of-Network Reimbursement
Out-of-Network Providers have not agreed to accept the Allowed Amount as full compensation for Covered Services. So, You are responsible for paying any difference between the amount billed by the Out-of-Network Provider and the Allowed Amount in addition to any amount You must pay due to Deductible, Copayment and/or Coinsurance. For Out-of-Network Providers, the Allowed Amount may be based upon the billed charges for some services, as determined by the Claims Administrator or as otherwise required by law.

Reimbursement Examples: In-Network vs. Out-of-Network
Here is an example of how Your selection of In-Network and Out-of-Network Providers affects payment to Providers and Your cost sharing amount. The benefit table from the Summary of Medical Benefits (or other benefits section) would appear as follows:

<table>
<thead>
<tr>
<th>University Health Plans and Multiplan/PHCS In-Network Providers</th>
<th>Out-of-Network Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductible, then Plan pays 85% and You pay 15% of the Allowed Amount. This applies toward the Out-of-Pocket Maximum.</td>
<td>Deductible, then Plan pays 60% of the Allowed Amount and You pay balance of billed charges. Your payment will not be applied toward the Out-of-Pocket Maximum.</td>
</tr>
</tbody>
</table>

Now, let’s assume that the Provider's charge for a service is $5,000 and the Allowed Amount for that charge is $3,800 for In-Network. The Plan will pay claims to an Out-of-Network Provider based on the Allowed Amount for an In-Network Provider. Finally, let's assume that You have not met the Out-of-Pocket Maximum. Here's how that Covered Service would be paid:

- **In-Network Provider:** the Plan would pay 85% of the Allowed Amount after You meet Deductible and then You would pay 15% of the Allowed Amount after You meet Deductible, as follows:
  - **Amount Preferred Provider must reduce their contracted rate (that is, cannot charge You for):** $1,200
  - **Amount to meet Your Deductible:** $350
  - **Amount the Plan pays (85% of the $3,450 Allowed Amount less Deductible):** $2,933
  - **Coinsurance You pay (15% of $3,450, Allowed Amount less Deductible):** $517
  - **Total claim amount billed:** $5,000
  - **Total amount You pay (Deductible and coinsurance):** $867

- **Out-of-Network Provider:** the Plan would pay 60% of the In-Network Allowed Amount after You meet Your Deductible. Because the Out-of-Network Provider does not accept the Allowed Amount, You would pay 40% of the In-Network Allowed Amount, plus, the difference between the Out-of-Network Provider's billed charges and the Allowed Amount, as follows:
  - **Amount to meet Your Deductible:** $700
  - **Amount the Plan pays (60% of the $3,100 Allowed Amount less Deductible):** $1,860
  - **Coinsurance You pay (40% of the $3,100 Allowed Amount less Deductible):** $1,240
  - **Amount You may be balance billed for above Allowed Amount:** $1,200
  - **Total:** $5,000
  - **Total amount You pay (Deductible and coinsurance):** $3,140
The actual benefits of the Plan may vary, so please read the benefits sections thoroughly to determine how Your benefits are paid. For example, as explained in the Definitions Section, the Allowed Amount may vary for a Covered Service depending upon Your selected Provider.

**Ambulance Claims**

When You or Your Provider forwards a claim for ambulance services to the Claims Administrator, it must show where the patient was picked up and where he or she was taken. It should also show the date of service, the patient's name, the patient's group number, and identification numbers.

**Claims Determinations**

Within 30 days of the Claims Administrator's receipt of a claim, You will be notified of the action taken on it. However, this 30-day period may be extended by an additional 15 days in the following situations:

- When action cannot be taken on the claim due to circumstances beyond the Claims Administrator's control, they will notify You within the initial 30-day period that an extension is necessary. This notification includes an explanation of why the extension is necessary and when the Claims Administrator expects to act on the claim.
- When action cannot be taken on the claim due to lack of information, the Claims Administrator will notify You within the initial 30-day period that the extension is necessary. This notification includes a specific description of the additional information needed and an explanation of why it is needed.

If the Claims Administrator seeks additional information from You, You will be allowed at least 30 days to provide the additional information. If the Claims Administrator does not receive the requested information to process the claim within the time allowed, the claim will be denied.

**OUT-OF-AREA SERVICES**

The Claims Administrator has a relationship with MultiPlan/PHCS which is a national network of contracted Providers. Whenever You obtain health care services outside of the Claims Administrator's Service Area, the claims for these services may be processed through MultiPlan/PHCS Network, which include negotiated arrangements for claims payment. If You choose a provider in the MultiPlan/PHCS Network, Your claims will be processed as In-Network. When a provider is not part of Multiplan/PHCS Network, claims will be processed as an Out-of-Network Provider. Services deemed as Urgent and Emergent will be covered as In-Network.

**Nonparticipating Providers Outside the Claims Administrator's Service Area**

- **Member Liability Calculation.** When Covered Services are provided outside of the Claims Administrator's Service Area by nonparticipating Providers, the amount You pay for such services will generally be based on the pricing arrangements required by applicable state law. In these situations, You may be liable for the difference between the amount that the nonparticipating Provider bills and the payment the Claims Administrator will make for the Covered Services as set forth in this paragraph.
- **Exceptions.** In certain situations, the Claims Administrator may use other payment bases, such as billed covered charges, the payment the Claims Administrator would make if the health care services had been obtained within the Claims Administrator's Service Area, or a special negotiated payment, as permitted under Inter-Plan Programs Policies, to determine the amount the Claims Administrator will pay for services rendered by nonparticipating Providers. In these situations, You may be liable for the difference between the amount that the nonparticipating Provider bills and the payment the Claims Administrator will make for the Covered Services as set forth in this paragraph.

**WORLDWIDE**

Worldwide coverage is also accessible to You. When You travel outside of the United States, services deemed Urgent and Emergent are covered as In-Network. All other services will be processed under the Out-of-Network level of benefits.

When You need health care outside of the United States follow these simple steps:

- Always carry Your current Plan identification card.
- If You need emergency medical care, go to the nearest Hospital.

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• You may be responsible for paying the Hospital or Physician at the time of service and then must complete a claim form and send it to University Health Plans for reimbursement of Covered Services. You can obtain the claim form at www.uhealthplan.utah.edu.

NONASSIGNMENT
Only You are entitled to benefits under the Plan. These benefits are not assignable or transferable to anyone else and You (or a custodial parent, legal guardian or the state Medicaid agency, if applicable) may not delegate, in full or in part, benefits or payments to any person, corporation or entity. Any attempted assignment, transfer or delegation of benefits will be considered null and void and will not be binding on the Plan. You may not assign, transfer or delegate any right of representation or collection other than to legal counsel directly authorized by You on a case-by-case basis.

CLAIMS RECOVERY
If a benefit to which You were not entitled is paid under the Plan, or if a person who is not eligible for benefits at all is paid under the Plan, the Plan has the right to recover the payment from the person paid or anyone else who benefited from it, including a Provider of services. The Plan's right to recovery for an erroneous payment made on the Participant's or any of his or her Dependents behalf includes the right to deduct the mistakenly paid amount from future benefits that would have been provided the Participant or any of his or her Dependents under this Plan, even if the mistaken payment was not made on that person's behalf.

The Claims Administrator regularly works to identify and recover claims payments that should not have been made (for example, claims that are the responsibility of another, duplicates, errors, fraudulent claims, etc.). All recovered amounts will be credited to the Plan.

For the recovery of overpayments related to the coordination of Primary and Secondary Health Plan benefits, refer to the Coordination of Benefits provision in this Claims Administration Section.

This claims recovery provision in no way reduces the Plan's right to reimbursement or subrogation. Refer to the other-party liability provision in the Claims Administration Section for additional information.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION AND MEDICAL RECORDS
Your personal health information may be requested or disclosed by the Claims Administrator. This information will be used for the purpose of facilitating health care treatment, payment of claims or business operations necessary to administer health care benefits; or as required by law.

The information requested or disclosed may be related to treatment or services received from:

• an insurance carrier or group health plan;
• any other institution providing care, treatment, consultation, pharmaceuticals or supplies;
• a clinic, hospital, long-term care or other medical facility; or
• a physician, dentist, pharmacist or other physical or behavioral health care practitioner.

Health information requested or disclosed by the Claims Administrator may include, but is not limited to:

• billing statements;
• claim records;
• correspondence;
• dental records;
• diagnostic imaging reports;
• Hospital records (including nursing records and progress notes);
• laboratory reports; and
• medical records.

The Claims Administrator is required by law to protect Your personal health information, and must obtain prior written authorization from You to release information not related to routine health insurance.
You have the right to request, inspect and amend any records that the Claims Administrator has that contain Your personal health information. Please contact the Claims Administrator’s Customer Service department to make this request.

NOTE: This provision does not apply to information regarding HIV/AIDS, psychotherapy notes, alcohol/drug services and genetic testing. A specific authorization will be obtained from You in order for the Claims Administrator to receive or disclose information related to these health conditions.

LIMITATIONS ON LIABILITY
In all cases, You have the exclusive right to choose a health care Provider. Neither the Plan nor the Claims Administrator is responsible for the quality of health care You receive, since all those who provide care do so as independent contractors. Since neither the Plan nor the Claims Administrator provides any health care services, neither can be held liable for any claim or damages connected with Injuries You suffer while receiving health services or supplies provided by professionals who are neither employees nor agents of the Plan and the Claims Administrator.

In addition, the Claims Administrator will not be liable to any person or entity for the inability or failure to procure or provide the benefits of the Plan by reason of epidemic, disaster or other cause or condition beyond the Claims Administrator’s control.

RIGHT OF REIMBURSEMENT AND SUBROGATION RECOVERY
Coverage under the Plan will not be provided for any medical (or dental and vision, if applicable) or prescription medication expenses You incur for treatment of an Injury or Illness if the costs associated with the Injury or Illness may be recoverable from any of the following:

- a third party;
- workers’ compensation; or
- any other source, including automobile medical, personal injury protection (“PIP”), automobile no-fault, motorcycle coverage, homeowner’s coverage, commercial premises medical coverage or similar contract or insurance, when the contract or insurance is either issued to, or makes benefits available to You, whether or not You make a claim under such coverage.

Advancement of Benefits
If You have a potential right of recovery for Illnesses or Injuries from a third party who may have legal responsibility or from any other source, benefits may be advanced pending the resolution of a claim to the right of recovery if all the following conditions apply:

- You automatically assign to the Plan any right You may have to recover all or part of the same covered expenses from any party, including an insurer or another group health program, but limited to the amount of reimbursable payments made by the plan. This assignment includes, without limitation, the assignment of a right to any funds paid by a third party to You or paid to another for You. By accepting or claiming benefits, You agree that the Plan is entitled to reimbursement of the full amount of benefits paid out of any settlement or recovery from any source. This includes any judgment, settlement, disputed claim settlement, uninsured motorist payment or any other recovery related to the Injury or Illness for which benefits under the Plan have been provided.
- In addition to the Plan’s right of reimbursement, the Claims Administrator may choose instead to achieve the Plan’s rights through subrogation. The Claims Administrator is authorized, but not obligated, to recover any benefits paid under the Plan directly from any party liable to You, upon mailing of a written notice to the potential payer, to You or to Your representative.
- This assignment applies on a first dollar basis, applies whether the funds paid to (or for the benefit of) You constitute a full or a partial recovery, applies regardless of the type of damages claimed, and even to funds paid for non-medical or dental charges, attorney fees, or other costs and expenses. The Plan’s rights apply without regard to the source of payment for medical expenses, whether from the proceeds of any settlement, arbitration award or judgment or other characterization of the

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recovery by the Claimant and/or any third party or the recovery source. The Plan is entitled to
reimbursement from the first dollars received from any recovery. This applies regardless of whether:

- the third party or third party's insurer admits liability;
- the health care expenses are itemized or expressly excluded in the recovery; or
- the recovery includes any amount (in whole or in part) for services, supplies or accommodations
  covered under the Plan.

- Reimbursement or subrogation under the Plan will not be reduced due to You not being made whole.
- You may be required to sign and deliver all legal papers and take any other actions requested to
  secure the Plan's rights (including an assignment of rights to pursue Your claim if You fail to pursue
  Your claim of recovery from the third party or other source). If You are asked to sign a trust
  agreement or other document to reimburse the Plan from the proceeds of any recovery, You will be
  required to do so as a condition to advancement of any benefits.
- You must agree that nothing will be done to prejudice the Plan's rights and that You will cooperate
  fully with the Claims Administrator, including signing any documents within the required time and
  providing prompt notice of any settlement or other recovery. You must notify the Claims
  Administrator of any facts that may impact the right to reimbursement or subrogation, including, but
  not necessarily limited to, the following:
  - the filing of a lawsuit;
  - the making of a claim against any third party;
  - scheduling of settlement negotiations (including, but not necessarily limited to, a minimum of 21
    days advance notice of the date, time, location and participants to be involved in any settlement
    conferences or mediations); or
  - intent of a third party to make payment of any kind to Your benefit or on Your behalf and that in
    any manner relates to the Injury or Illness that gives rise to the Plan's right of reimbursement or
    subrogation (notification is required a minimum of five business days before
    the settlement).

- You and/or Your agent or attorney must agree to keep segregated in its own account any recovery or
  payment of any kind to Your benefit or on Your behalf that in any manner relates to the Injury or
  Illness giving rise to the Plan's right of reimbursement or subrogation, until the Plan's right is satisfied
  or released.
- In the event You and/or Your agent or attorney fails to comply with any of these conditions, any such
  benefits advanced for any Illness or Injury may be recovered through legal action.
- Any benefits provided or advanced under the Plan are provided solely to assist You. By paying such
  benefits, neither the Plan nor the Claims Administrator is acting as a volunteer and is not waiving any
  right to reimbursement or subrogation.

Motor Vehicle Coverage
If You are involved in a motor vehicle accident (including, but not limited to automobiles, boats,
motorcycles, ATVs, etc.), You may have rights both under motor vehicle insurance coverage and against
a third party who may be responsible for the accident. In that case, this right of reimbursement and
subrogation provision still applies.

Workers' Compensation
Here are some rules which apply in situations where a workers’ compensation claim has been filed:

- You must notify the Claims Administrator in writing within five days of any of the following:
  - filing a claim;
  - having the claim accepted or rejected;
  - appealing any decision;
  - settling or otherwise resolving the claim; or
  - any other change in status of Your claim.
• If the entity providing workers’ compensation coverage denies Your claim and You have filed an appeal, benefits may be advanced for Covered Services if You agree to hold any recovery obtained in a segregated account for the Plan.

Fees and Expenses
Neither the Plan nor the Claims Administrator is liable for any expenses or fees incurred by You in connection with obtaining a recovery. However, You may request that a proportional share of attorney’s fees and costs be paid at the time of any settlement or recovery to otherwise reduce the required reimbursement amount to less than the full amount of benefits paid under the Plan. The Claims Administrator has discretion whether to grant such requests.

Future Medical Expenses
Benefits for otherwise Covered Services may be excluded, as follows:

• When You have received a recovery from another source relating to an Illness or Injury for which benefits under the Plan have been previously paid.
• Until the total amount excluded under this provision equals the third-party recovery.

The amount of any exclusion under this provision, however, will not exceed the amount of benefits previously paid in connection with the Illness or Injury for which the recovery has been made.

COORDINATION OF BENEFITS
If You are covered under any other individual or group medical contract or policy (referred to as “Other Plan” and defined below), the benefits under this Plan and those of the Other Plan will be coordinated in accordance with the provisions of this section. This provision does not apply to Prescription Drug Coverage.

Benefits Subject to this Provision
All of the benefits provided under this Plan are subject to this Coordination of Benefits provision.

Definitions
In addition to the definitions in the Definitions Section, the following are definitions that apply to this Coordination of Benefits:

Allowable Expense means, with regard to services that are covered in full or part by this Plan or any Other Plan(s) covering You, the amount on which that plan would base its benefit payment for a service, including Coinsurance or Copayments and without reduction for any applicable Deductible, except that the following are examples of expenses that are not an Allowable Expense:

• An expense or portion of an expense not covered by any of Your involved plans.
• Any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging You.
• The difference between the cost of a private Hospital room and the cost of a semiprivate Hospital room, unless one of Your involved plans provides coverage for private Hospital rooms.
• Any amount by which a Primary Plan’s benefits were reduced because You did not comply with that plan’s provisions regarding second surgical opinion or preauthorization.
• If You are covered by two or more plans that: 1) compute benefit payments on the basis of usual and customary fees or relative value schedule reimbursement or other similar reimbursement methodology, any amount charged by the Provider in excess of the highest reimbursement amount for a specified benefit; or 2) that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees.
• If You are covered by a plan that calculates its benefits or services on the basis of usual and customary fees, relative value schedule reimbursement, or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan’s payment arrangement shall be the Allowable Expense for all plans. However, if the Provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee
or payment amount that is different than the Primary Plan’s payment arrangement and if the Provider’s contract permits, that negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.

When a plan provides benefits in the form of services, the reasonable cash value of each service provided will be considered both an Allowable Expense and a benefit paid.

**Birthday Rule**, for purposes of Coordination of Benefits provisions, means only the day and month of birth, regardless of the year.

**Custodial Parent** means the legal Custodial Parent or the physical Custodial Parent as awarded by a court decree. In the absence of a court decree, Custodial Parent means the parent with whom the child resides more than one half of the Calendar Year without regard to any temporary visitation.

**Group-Type Coverage** is a coverage that is not available to the general public and can be obtained and maintained only because of membership in or connection with a particular organization or group, including blanket coverage. Group-Type Coverage does not include an individually underwritten and issued guaranteed renewable coverage, even if the coverage is purchased through payroll deduction at a premium savings to You (since You would have the right to maintain or renew the coverage independently of continued employment with the employer).

**Other Plan** means any of the following with which this Plan coordinates benefits:

- Individual and group accident and health insurance and subscriber contracts.
- Uninsured arrangements of group or Group-Type Coverage.
- Group-Type Coverage.
- Coverage through closed panel plans (a plan that provides coverage primarily in the form of services through a panel of Providers that have contracted with or are employed by a plan and that excludes benefits for services provided by other Providers, except in the cases of emergency or referral by a panel member).
- Medical care components of long-term care contracts, such as skilled nursing care.
- Medicare and other governmental coverages, as permitted by law.

Other Plan does not include:

- Hospital indemnity coverage benefits or other fixed indemnity coverage.
- Accident only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage.
- School accident-type coverages that cover students for accidents only, including athletic injuries, either on a 24-hour basis or on a “to and from school basis”.
- Benefits provided in long-term care insurance policies for non-medical services (for example, personal care, adult day care, homemaker services, assistance with activities of daily living, respite care and Custodial Care) or for coverages that pay a fixed daily benefit without regard to expenses incurred or the receipt of services.
- Medicare supplement coverage.
- A state plan under Medicaid, or a governmental plan that, by law, provides benefits that are in excess to those of private insurance or other nongovernmental coverage.

**Primary Plan** means the plan that must determine its benefits for Your health care before the benefits of another plan and without taking the existence of that other plan into consideration. (This is also referred to as the plan being “primary” to another plan.) There may be more than one Primary Plan. A plan is a Primary Plan with regard to another plan in any of the following circumstances:

- The plan has no order of benefit determination provision or its order of benefit determination provision differs from the order of benefit determination provision included herein; or
- Both plans use the order of benefit determination provision included herein and under that provision the plan determines its benefits first.
Secondary Plan means a plan that is not a Primary Plan.

Year, for purposes of this Coordination of Benefits provision, means calendar year (January 1 through December 31).

Order of Benefit Determination
The order of benefit determination is identified by using the first of the following rules that apply:

Non-dependent or dependent coverage: A plan that covers You other than as a dependent, for example as an employee, member, policyholder retiree, or subscriber, will be primary to a plan under which You are covered as a dependent.

Child covered under more than one plan: Plans that cover You as a child shall determine the order of benefits as follows:

- When Your parents are married or living together (whether or not they have ever been married), the plan of the parent whose Birthday falls earlier in the Year is the Primary Plan. If both parents have the same Birthday, the plan that has covered a parent longer is the Primary Plan.
- When Your parents are divorced or separated or are not living together (if they have never been married) and a court decree states that one of Your parents is responsible for Your health care expenses or health care coverage, the plan of that parent is primary to the plan of Your other parent. If the parent with that responsibility has no health care coverage for Your health care expenses, but that parent’s spouse does, the plan of the spouse shall be primary to the plan of Your other parent.
- If a court decree states that both parents are responsible for Your health care expenses or health care coverage, or if a court decree states that the parents have joint custody of You, without specifying that one of the parents is responsible for Your health care expenses or health care coverage, the provisions of the first bullet above (based on parental Birthdays) shall determine the order of benefits.
- If there is no court decree allocating responsibility for Your health care expenses or health care coverage, the order of benefits is as follows:
  - The plan of Your custodial parent shall be primary to the plan of Your custodial parent’s spouse;
  - The plan of Your custodial parent’s spouse shall be primary to the plan of Your noncustodial parent; and
  - The plan of Your noncustodial parent shall be primary to the plan of Your noncustodial parent’s spouse.

If You are covered under more than one plan and one or more of the plans provides You coverage through individuals who are not Your parents (for example, a guardian or step-parent), the order of benefits shall be determined, as applicable using the provisions under the first or second bullets above, as if those individuals were Your parents.

Active, retired, or laid-off employees: A plan that covers You as an active employee (that is, an employee who is neither laid off nor retired) or as a dependent of an active employee, is primary to a plan under which You are covered as a laid off or retired employee. If the Other Plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this rule will not apply.

COBRA or state continuation coverage: A plan that covers You as an employee, member, subscriber or retiree or as a dependent of an employee, member, subscriber or retiree, is primary to a plan under which You are covered pursuant to COBRA or a right of continuation pursuant to state or other federal law. If the Other Plan does not have this rule and if, as a result, the plans do not agree on the order of benefits, this rule will not apply.

Longer/shorter length of coverage: When none of the paragraphs above establishes an order of benefit determination, the benefits of the plan that has covered You for the longer period of time will be determined before the benefits of the plan that has covered You for the shorter period of time. To
determine the length of time you have been covered under a plan, two successive plans will be treated as one if you were eligible under the second plan within 24 hours after coverage under the first plan ended. The start of a new plan does not include:

- a change in the amount or scope of a plan's benefits;
- a change in the entity that pays, provides or administers the plan's benefits; or
- a change from one type of plan to another (such as from a single-employer plan to a multiple employer plan).

Your length of time covered under a plan is measured from your first date of coverage under that plan. If that date is not readily available for a group plan, the date you first became a member of the group will be used as the date from which to determine the length of time coverage under the present plan has been in force.

If an order of benefit determination is not identified by the preceding rules, the plans shall share equally in the Allowable Expenses. Each of the plans under which you are covered, and each of the benefits within the plan, will be considered separately in administering this Coordination of Benefits provision.

**Primary Health Plan Benefits**

When, in accordance with the order of benefit determination, this coverage is the Primary Plan, benefits of this Plan will be paid as if no other plan exists. Despite the provisions of timely filing of claims, where this Plan is the Primary Plan, benefits will not be denied under this Plan on the ground that a claim was not timely submitted if the claim was timely submitted to one or more Secondary Plans and was submitted to the Claims Administrator within 36 months of the date of service.

**Secondary Health Plan Benefits**

If, in accordance with the order of benefit determination, one or more Other Plans are primary to this Plan, the benefits of this Plan will be calculated as follows:

The benefits that would have been paid under this Plan for a service if this Plan were the Primary Plan will be calculated. That calculated amount will be applied to any Allowable Expense under this Plan for that service that is unpaid by the Primary Plan. The Claims Administrator will:

- reduce payment so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all plans for the claim do not exceed 100 percent of the total Allowable Expense for that claim; and
- credit to this Plan’s Deductible (if applicable), any amounts that would have been credited for the service if this Plan were the Primary Plan.

Nothing contained in this Coordination of Benefits provision requires this Plan to pay for all or part of any service that is not covered under this Plan. Further, in no event will this Coordination of Benefits provision operate to increase this Plan’s payment over what would have been paid in the absence of this Coordination of Benefits provision.

**Right to Receive and Release Needed Information**

Certain facts are needed to apply Coordination of Benefits provisions. The Claims Administrator has the right to decide which facts they need. The Claims Administrator may get needed facts from, or give them to, any other organization or person as permitted by law, and need not tell or get the consent of any person to do this. You will promptly furnish to the Claims Administrator any information necessary or appropriate to administer this Coordination of Benefits provision. Receipt of such information by the Claims Administrator will be a condition precedent to this Plan’s obligation to provide benefits.

**Right of Recovery**

If benefits are paid under this Plan to or on behalf of you in excess of the amount that would have been payable under this Plan by reason of your coverage under any Other Plan(s), this Plan will be entitled to the excess as follows:
- From You, if payment was made to You. Recovery would be by reversal of payments and be limited to a period within 24 months of the overpayment, unless reversal is necessitated by Your fraudulent act(s), fraudulent statement(s), or material misrepresentations. This Plan will be entitled to recover the amount of such excess by the reversal of payment from You and You agree to reimburse this Plan on demand for any and all such amounts. You also agree to pay this Plan interest at 18 percent per annum until such debt is paid in full, which will begin accruing the date the demand for reimbursement is made. If a third-party collection agency or attorney is used to collect the overpayment, You agree to pay collection fees incurred, including, but not limited to, any court costs and attorney fees. If You do not pay, future benefits under this Plan may be withheld to offset the amount owing to it. The Claims Administrator is responsible for making proper adjustments between insurers and Providers.

- From Providers, if payment was made to them. Recovery would be by reversal of payments and be limited to a period within 24 months of the overpayment, unless reversal is necessitated by Your fraudulent act(s), fraudulent statement(s), or material misrepresentation(s). The Claims Administrator is responsible for making proper adjustments between insurers and Providers.

- From the Other Plan or an insurer.

- From other organizations.

A Secondary Plan that provides benefits in the form of services may recover the reasonable cash value of the services from the Primary Plan to the extent that benefits for the services are covered by the Primary Plan and have not already been paid or provided by it.
Appeal Process – Medical and Pharmacy Benefits

If You or Your Representative (any Representative authorized by You) has a concern regarding a claim denial or other action under the Plan and wishes to have it reviewed, You may Appeal. There are two levels of Appeal, as well as additional voluntary Appeal levels You may pursue. Certain matters requiring quicker consideration qualify for a level of expedited Appeal and are described separately later in this section.

APPEALS

Appeals can be initiated through written or verbal request or online at www.uhealthplan.utah.edu. A written request can be made by sending it to the Appeals Committee Chairperson at: University Health Plans, P.O. Box 45180, SLC, UT 84145. Verbal requests can be made by calling the Claims Administrator at (801) 587-6480 or (888) 271-5870.

Each level of Appeal, except voluntary external review, must be pursued within 180 days of Your receipt of the Claims Administrator's determination (or, in the case of the first level, within 180 days of Your receipt of the Claims Administrator's original adverse decision that You are appealing). If You don't Appeal within this time period, You will not be able to continue to pursue the Appeal process and may jeopardize Your ability to pursue the matter in any forum. When an Appeal request is received, the Claims Administrator will send a written acknowledgement and information describing the entire Appeal process and Your rights.

If Your treating Provider determines that Your health could be jeopardized by waiting for a decision under the regular Appeal process, he or she may specifically request an expedited Appeal. Please see Expedited Appeals later in this section for more information.

First-Level Appeals

First-level Appeals are reviewed by a Claims Administrator employee or employees who were not involved in the initial decision that You are appealing. In Appeals that involve issues requiring medical judgment, the decision is made by the Claims Administrator's staff of health care professionals. A written notice of the decision will be sent within 45 days of receipt of the Appeal.

Panel-Level (Second-Level) Appeals

Second-level Appeals are reviewed by a panel of Claims Administrator employees who were not involved in, or subordinate to anyone involved in, the first-level decision. You, or Your Representative on Your behalf, will be given a reasonable opportunity to provide written materials. A written notice of the decision will be sent within 45 days of receipt of the Appeal.

VOLUNTARY EXTERNAL APPEAL - IRO

A voluntary external Appeal to an Independent Review Organization (IRO) is available for issues involving medical judgment (including, but not limited to, those based on the Plan's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a Covered Service); or the determination that a treatment is Investigational, but only after You have exhausted all of the applicable non-voluntary levels of Appeal, or if the Claims Administrator has failed to adhere to all claims and internal Appeal requirements. Voluntary external Appeals must be requested within four months of Your receipt of the notice of the prior adverse decision. External Reviews are only available to members.

The Claims Administrator coordinates voluntary external Appeals, but the decision is made by an IRO at no cost to You. The Claims Administrator will provide the IRO with the Appeal documentation. The IRO will make its decision and provide You with its written determination within 45 days after receipt of the request. Choosing the voluntary external Appeal as the final level to determine an Appeal will be binding in accordance with the IRO's decision and this section, except to the extent other remedies are available under State or Federal law.

The voluntary external Appeal by an IRO is optional and You should know that other forums may be utilized as the final level of Appeal to resolve a dispute You have under the Plan.
EXPEDITED APPEALS

An expedited Appeal is available if one of the following applies:

- the application of regular Appeal timeframes on a Pre-Service or concurrent care claim could jeopardize Your life, health or ability to regain maximum function; or
- according to a Physician with knowledge of Your medical condition, would subject You to severe pain that cannot be adequately managed without the disputed care or treatment.

Panel-Level (First-Level) Expedited Appeal

The first-level expedited Appeal request should state the need for a decision on an expedited basis and must include documentation necessary for the Appeal decision. First-level expedited Appeals are reviewed by a panel of Claims Administrator’s employees who were not involved in, or subordinate to anyone involved in, the initial denial determination. You, or Your Representative on Your behalf, will be given the opportunity (within the constraints of the expedited Appeals timeframe) to participate via telephone and/or provide written materials. A verbal notice of the decision will be provided to You and Your Representative as soon as possible after the decision, but no later than 72 hours of receipt of the Appeal. A written notification of the decision will be mailed to You within three calendar days of the determination.

Voluntary Expedited Appeal - IRO

If You disagree with the decision made in the panel-level Appeal and You or Your Representative reasonably believes that preauthorization remains clinically urgent (Pre-Service), You may request a voluntary expedited Appeal to an IRO. The criteria for a voluntary expedited Appeal to an IRO are the same as described above for non-urgent expedited Appeal. External Reviews are only available for members.

The Claims Administrator coordinates voluntary expedited Appeals, but the decision is made by an IRO at no cost to You. The Claims Administrator will provide the IRO with the Appeal documentation. Verbal notice of the IRO’s decision will be provided to You and Your Representative by the IRO as soon as possible after the decision, but no later than within 72 hours of its receipt of Your request. Choosing the voluntary expedited Appeal as the final level to determine an Appeal will be binding in accordance with the IRO’s decision and this section.

The voluntary external Appeal by an IRO is optional and You should know that other forums may be utilized as the final level of Appeal to resolve a dispute You have under the Plan.

INFORMATION

If You have any questions about the Appeal process outlined here, You may contact the Claims Administrator’s Customer Service department at: (801) 587-6480 or (888) 271-5870 or You can write to the Claims Administrator’s Customer Service department at the following address: University Health Plans, P.O. BOX 45180, SLC, UT 84145.

DEFINITIONS SPECIFIC TO THE APPEAL PROCESS

Appeal means a written or verbal request from a Claimant or, if authorized by the Claimant, the Claimant’s Representative, to change a previous decision made under the Plan concerning:

- access to health care benefits, including an adverse determination made pursuant to utilization management;
- claims payment, handling or reimbursement for health care services;
- matters pertaining to the contractual relationship between a Claimant and the Plan; and
- other matters as specifically required by state law or regulation.

Independent Review Organization (IRO) is an independent Physician review organization which acts as the decision-maker for voluntary expedited Appeals and voluntary external Appeals, through an independent contractor relationship with the Claims Administrator and/or through assignment to the Claims Administrator via state regulatory requirements. The IRO is unbiased and is not controlled by the Claims Administrator.
Medical Director means for purposes of the Appeal process only, a Physician employed by, or consulted by, the Claims Administrator. The Medical Director will reserve the right, if not appropriately qualified to review a particular procedure, to consult with an outside Practitioner with specialty in the medical condition/procedure involved in the review.

Post-Service means any claim for benefits under the Plan that is not considered Pre-Service.

Pre-Service means any claim for benefits under the Plan which must be approved in advance, in whole or in part, in order for a benefit to be paid.

Representative means someone who represents You for the purpose of the Appeal. The Representative may be Your personal Representative or a treating Provider. It may also be another party, such as a family member, as long as You or Your legal guardian authorize in writing, disclosure of personal information for the purposes of the Appeal. No authorization is required from the parent(s) or legal guardian of a Claimant who is unmarried and less than 13 years old. For expedited Appeals only, a health care professional with knowledge of Your medical condition is recognized as Your Representative. Even if You have previously designated a person as Your Representative for a previous matter, an authorization designating that person as Your Representative in a new matter will be required (but re-designation is not required for each Appeal level). If no authorization exists and is not received in the course of the Appeal, the determination and any personal information will be disclosed to You or Your treating Provider only.
Appeals Process – Behavioral Health Benefits Only

FIRST LEVEL - COMPLAINT/GRIEVANCE/RECONSIDERATION
You may initiate an Appeal through either a written or oral request. Written Appeal requests should be mailed to: 650 Komas, Suite 207A, Salt Lake City, Utah 84108. Oral requests can be made by calling (801) 581-7931. "First Level - Complaint/Grievance/Reconsideration" is a review by the Director of Clinical Services. A written notice of the decision will be sent within 30 calendar days of receipt of the "First Level - Complaint/Grievance/Reconsideration" and within 5 business days of the decision being made. If Your Provider requests reconsideration of a denial of preauthorization, a peer-to-peer discussion with the Director of Clinical Services will be arranged within 1 working day of the request.

SECOND LEVEL - COMMITTEE APPEAL
If You disagree with the decision made in the "First Level - Complaint/Grievance/Reconsideration," You may request further Appeal to the "Second Level - Committee Appeal." The Appeal request must be made in writing or orally within 180 calendar days after You receive notice of the decision at the "First Level - Complaint/Grievance/Reconsideration". Failure to request a "Second Level - Committee Appeal" within this time period will preclude Your right to further Committee Appeal of the decision. The written Appeal request, including any additional information or comments, must be made to the Director of Clinical Services, 650 Komas, Suite 207A, Salt Lake City, Utah 84108. "Second Level - Committee Appeal" is a review by the Clinical Management Committee, which is comprised of the Director of Clinical Services, the Medical Director and at least one other member of the Claims Administrator’s officers. You or Your Representative, on Your behalf, will be given a reasonable opportunity to personally appear or participate via telephone, video conference, or other technology, and/or to provide written materials. A written notice of the decision will be sent within 30 calendar days of receipt of the "Second Level - Committee Appeal" and within 5 business days of the decision being made.

OPTIONAL APPEALS – BEHAVIORAL HEALTH BENEFITS ONLY
The following levels of Appeal are optional and You should know that other forums may be utilized as the final level of Appeal to resolve a dispute You have with the Plan. The optional levels of Appeal below are available to You after You have exhausted all of the applicable non-optional levels of Appeal. If Your Appeal is based on the Medical Necessity of services or services that are investigational or experimental in nature, You may submit Your Appeal to the "Optional External Appeal."

OPTIONAL EXTERNAL APPEAL (MEDICAL NECESSITY ISSUES ONLY)
If You disagree with the decision made in the "Second Level - Committee Appeal", and the issue on Appeal is the Medical Necessity of services or services that are investigational or experimental in nature, You may request further Appeal to the "Optional External Appeal." The Appeal request must be made in writing or orally within 180 calendar days after You receive notice of the decision at the "Second Level - Committee Appeal." Failure to request an "Optional External Appeal" within this time period will preclude the Claimant’s right to further appeal of the decision through this optional level. The written Appeal request, including any additional information or comments must be made to the Director of Clinical Services, 650 Komas, Suite 207A, Salt Lake City, Utah 84108. "Optional External Appeal" will be coordinated by the Director of Clinical Services while the decision is made by an Independent Review Organization (IRO) at no cost to You. The IRO is an independent physician review organization that is unbiased, independent and not controlled by the Claims Administrator or the Plan. Within the IRO, there will be clinical expertise, use of evidence-based decision making, maintenance of confidentiality, and adequate administration and training capacity. Within 5 calendar days of receipt of the request for an "Optional External Appeal," the Director of Clinical Services will determine if the Appeal concerns Medical Necessity. If the Director of Clinical Services determines the Appeal concerns Medical Necessity, he or she will provide the IRO with the Appeal documentation within 3 business days and a written notice of the IRO’s decision will be sent to You within 30 calendar days of receipt of the request for "Optional External Appeal." Choosing the "Optional External Appeal" for the settlement of an Appeal as the final level will be binding in accordance with the IRO’s decision and this section.
Who Is Eligible

This section contains the terms of eligibility under the Plan.

Please Note: In the following sections starting with Who Is Eligible through Other Continuation Options, the terms “You” and “Your” mean the Plan Participant only.

Employees
You are eligible to enroll in this Plan if You are a University of Utah Hospitals and Clinics employee in one of the following benefit-eligible positions:

- Faculty members who have an appointment for nine months or longer at 50% FTE (full-time equivalent) or greater.
- Staff employees who are employed in a position expected to last nine months or longer at 50% FTE or greater.
- Employees who are employed at less than 50% FTE and hold a J-1 visa.

Dependents
Your Eligible Dependents (defined below) are eligible for coverage on the date You become eligible for coverage or any applicable date if You add them on subsequent change forms. Eligible Dependents are limited to the following:

- The person to whom You are legally married (spouse);
- Your domestic partner, provided that:
  - both You and Your domestic partner are age 18 or older;
  - You and Your domestic partner reside together in a permanent residence and have done so for at least 6 months and will remain members of the same household for the period of coverage;
  - You and Your domestic partner share a committed relationship and intend to continue that relationship indefinitely;
  - You and Your domestic partner are emotionally committed to one another and jointly responsible for the common welfare and financial obligations of the household or one is chiefly dependent upon the other for financial assistance;
  - neither You nor Your domestic partner are legally married to anyone else or the domestic partner of anyone else;
  - You and Your domestic partner are not related in any way that would prohibit legal marriage in Your state of residence; and
  - You have enrolled Your partner and submitted a Domestic Partner Affidavit to the University of Utah Hospitals and Clinics Human Resources Department and certified that all the above information is true and correct.
- Your (or Your spouse's or Your domestic partner's) children by birth, placement for legal adoption or foster care, or legal (court-appointed) guardianship granting full guardianship rights, who are under age 26;
- a child who is under 18 years of age for whom the noncustodial parent is required by a court order or administrative order to provide health coverage, whether or not the custodial parent is a Plan Participant and whether or not the noncustodial parent, who is eligible for this coverage, has enrolled hereunder. If You are not already enrolled in coverage, upon receipt of a court order, You will automatically be enrolled in the same coverage as the child; and
- a child, as described in the third bullet above, who is any age and incapacitated from earning a living and without sufficient means for whom the noncustodial parent is required by a court order or administrative order to provide health coverage, whether or not the custodial parent is a Plan Participant and whether or not the noncustodial parent, who is eligible for this coverage, has enrolled
hereunder. If You are not already enrolled in coverage, upon receipt of a court order, You will automatically be enrolled in the same coverage as the child.

**Dependent Coverage Continuing Beyond Limiting Age**

- You may continue coverage for Your (or Your spouse’s or Your domestic partner’s) unmarried child at age 26 if the child is currently enrolled in the Plan as Your Eligible Dependent and is a Disabled Dependent (defined below). To do so, You must provide to the University of Utah Hospitals and Clinics Human Resources Department the required form to continue coverage along with proof that the dependent meets the Plan’s definition of Disabled Dependent, as follows:
  - within 30 days after the dependent reaches age 26; and
  - at reasonable times thereafter as the Claims Administrator may consider necessary, but not more often than annually.

- You may continue coverage for Your (or Your spouse’s or Your domestic partner’s) unmarried child at age 26 if the child is currently enrolled in the Plan as Your Eligible Dependent and is currently enrolled as a full-time student; and qualifies as Your Qualifying Relative as defined in the United States Internal Revenue Code (the child must meet all dependency tests as set forth by the United States Internal Revenue Code regarding taxability of employer-provided health coverage). To do so, You must provide to the University of Utah Hospitals and Clinics Human Resources Department a written request to continue coverage along with certification of the dependent’s full-time student status, as follows:
  - within 30 days after the dependent reaches age 26; and
  - at reasonable times thereafter as the Claims Administrator may consider necessary, but not more often than annually.

You must promptly furnish or cause to be furnished to the University of Utah Hospitals and Clinics Human Resources Department any information necessary or appropriate to determine the validity of a dependent's status. Receipt of such information by the University of Utah Hospitals and Clinics Human Resources Department will be a condition precedent to continuing coverage for a person as a dependent under the Plan. In addition, You or the dependent must notify the University of Utah Hospitals and Clinics Human Resources Department when the dependent is no longer eligible under these exceptions.

**DEFINITIONS SPECIFIC TO THE WHO IS ELIGIBLE, HOW TO ENROLL AND WHEN COVERAGE BEGINS SECTION**

**Disabled Dependent** means a child who is and continues to be: 1) unable to engage in substantial gainful employment to the degree that the child can achieve economic independence due to a medically determinable Physical or Mental Impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; and 2) dependent on You for more than 50% of their support (food, shelter, clothing, medical and dental care, education and the like).

**Mental Impairment** means a mental or psychological disorder such as: 1) mental retardation; 2) organic brain syndrome; 3) emotional or mental illness or 4) specific learning disabilities as determined by the Claims Administrator.

**Physical Impairment** means a physiological disorder, condition or disfigurement, or anatomical loss affecting one or more of the following body systems: 1) neurological; 2) musculoskeletal; 3) special sense organs; 4) respiratory organs; 5) speech organs; 6) cardiovascular; 7) reproductive; 8) digestive; 9) genito-urinary; 10) hemic and lymphatic; 11) skin or 12) endocrine.
How to Enroll and When Coverage Begins

This section explains how to enroll Yourself and/or Your Eligible Dependents when first eligible, during a period of Special Enrollment, Open Enrollment or as a Late Enrollee. This section also describes when coverage under the Plan begins for You and/or Your Eligible Dependents.

Completed applications for coverage should be filed with the University of Utah Hospitals and Clinics Human Resources Dept.

WHEN YOU AND YOUR DEPENDENTS ARE INITIALLY ELIGIBLE

You become eligible for coverage on the first day of the month following the date You are hired by the University of Utah Hospitals and Clinics in a benefit-eligible position, or on the first day of the month following the date You are transferred into a benefit-eligible position from an ineligible position. If Your date of hire/transfer/appointment is the first day of the month, You are eligible for coverage on that day. If You hold a J-1 visa and are required under federal law to have coverage on Your date of hire, You become eligible for coverage on Your date of hire. Upon first becoming eligible for coverage at the University of Utah Hospitals and Clinics, You may enroll Yourself and Your Eligible Dependents through the University of Utah Hospitals and Clinics online benefits portal within 30 days of Your date of hire or the date You transfer into a benefit-eligible position (if You transferred from an ineligible position).

NEWLY ELIGIBLE DEPENDENTS

If You acquire a new dependent by marriage, birth or placement for adoption, or newly qualifying as a domestic partnership, You may enroll Yourself, the newly eligible dependent, and any other Eligible Dependents not already enrolled by completing a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal within 30 days of the date the dependent becomes eligible. Upon acceptance of Your properly completed change form, coverage for Your dependent will be effective retroactive to the date the dependent gained eligibility or, at Your request, coverage may be effective on the date the University of Utah Hospitals and Clinics Human Resources Department accepts Your completed change form. If the Life Status Event is not submitted through the University of Utah Hospitals and Clinics online benefits portal within 30 days of the date the dependent gains eligibility, You may add the dependent to Your coverage only during the Plan’s future Open Enrollment Periods, if any.

NOTE: When the addition of a new child by birth, adoption or placement for adoption does not cause a change in Your required health plan contribution (as of the date of birth, date of adoption, or date of placement for adoption), You will have 30 days from the date the Claims Administrator first sends a denial of a claim for benefits for such new dependent, to complete a Life Status Event through the University of Utah Hospitals and Clinics online benefit portal, requesting the child be added to Your coverage.

SPECIAL ENROLLMENT

There are certain situations when You may enroll Yourself and/or Your Eligible Dependents if You failed to do so when first eligible and not be considered a Late Enrollee. The Special Enrollment period lasts for 30 days beginning with the day of the triggering event. In each situation, You must submit a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal within the Special Enrollment period. If You do not submit Your request within the Special Enrollment period, You may only enroll Yourself and/or Your Eligible Dependents during the Plan’s subsequent Open Enrollment Periods, if any. In these situations, the rules regarding how to apply and when coverage begins are the same as those described earlier. The following situations allow for Special Enrollment:

If You and/or Your Eligible Dependents lose coverage under another group or individual health benefit plan due to:
- the exhaustion of federal COBRA or any state continuation coverage;
- the loss of eligibility due to legal separation, divorce, cessation of dependent status, death, termination of employment or reduction in hours; termination of the employer contributions; or exhaustion of any Lifetime Maximum on total benefits;
- a significant curtailment in group coverage that qualifies as a loss of coverage under IRS rules and no other similar coverage is available through that group;

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- a significant increase in Your cost of group coverage and no other similar coverage is available through that group; or
- involuntary loss of coverage under Medicare, CHAMPUS/Tricare, a medical care program of an Indian Tribal government, the Indian Health Service, a tribal organization, a State health benefits risk pool, or a Foreign government group health plan;

Then You and/or Your Eligible Dependents become eligible for coverage under this Plan on the date the other coverage ends. To be eligible for this Special Enrollment, each individual must have had coverage under any group health plan or health insurance coverage when coverage under this Plan was previously offered. Note that loss of eligibility does not include a voluntary termination of coverage (unless the other Plan permits participants to make an election for a period of coverage that is different from the period of coverage under this Plan), a loss because premiums were not paid in a timely manner, or termination of coverage because of fraud.

- If You declined coverage for Yourself and/or Your Eligible Dependents when You were first eligible and You and/or one of Your Eligible Dependents loses eligibility for coverage under Medicaid or CHIP, or becomes eligible for premium assistance from Medicaid or CHIP, You become eligible for coverage under this Plan on behalf of Yourself and Your Eligible Dependents on the date of change in eligibility.
- If You declined coverage for Yourself and/or Your Eligible Dependents when You were first eligible and You subsequently marry, You become eligible for coverage under this Plan on behalf of Yourself, Your spouse, and any Eligible children and/or Your Eligible Dependents on the date of marriage.
- If You declined coverage for Yourself and/or Your Eligible Dependents when You were first eligible (or You declined coverage for Your spouse when he or she was first eligible) and You subsequently acquire a new child by birth, adoption, placement for legal adoption, or placement for legal guardianship or foster care (if the order requires health coverage for the child), You become eligible for coverage under this Plan along with Your eligible spouse and Eligible children on behalf of Yourself and/or Your Eligible Dependents, including the newly acquired child on the date of the birth, adoption, or placement.

**LATE ENROLLMENT/OPEN ENROLLMENT PERIOD**

If You wish to enroll and/or add Your Eligible Dependents under the Plan but did not enroll when first eligible or during a previous Open Enrollment Period (Late Enrollee) and You do not qualify for any of the Special Enrollment exceptions, You may enroll in coverage and/or add Your Eligible Dependents only during a future Open Enrollment Period, if any. Coverage for a Late Enrollee will commence on the Effective Date which, for a Late Enrollee, is always the first day of the next Contract Year.

**TRANSFER DURING ANNUAL OPEN ENROLLMENT PERIOD**

If You and Your Enrolled Dependents are transferring directly to this option from one of the Plan’s other options during an Open Enrollment Period, You must complete Your election changes during open enrollment through the online benefits portal and indicate all Eligible Dependents You want to enroll. If You transfer from one of the Plan’s other options to this option during an Open Enrollment Period, You will not be considered a Late Enrollee. Coverage in this option will commence on the first day of the next Contract Year.

**ENROLLMENT BY OTHERS**

In the event Your child is the subject of a court or administrative order requiring You to provide health coverage for the child and You are eligible for health coverage including the child, but fail to make application to cover the child, application for enrollment of the child may be made by the child's other parent, any state Medicaid agency or by the state agency administering 42 U.S.C. 651 through 699 (the child enforcement program). If You are not enrolled in coverage, You will automatically be enrolled and the child will be enrolled as Your Eligible Dependent.

**NOTICE OF STATUS CHANGE**

In the event You acquire a dependent or a dependent loses eligibility under the Plan, You must complete a Life Status Event within 30 days after such date through the University of Utah Hospitals and Clinics online benefits portal. In order for an individual who loses eligibility for coverage under the Plan to be
eligible for continuation of coverage under COBRA, You must complete a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal within **60 calendar days** after such date in order for the dependent to be eligible for continuation of coverage under COBRA.
Leaves of Absence

FAMILY AND MEDICAL LEAVE ACT LEAVE OF ABSENCE

If You are eligible for a leave of absence under the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) the following rules will apply. The Act is generally applicable to private employers of 50 or more employees and public employers of any size. You will be entitled to continued coverage under this provision only to the extent You are eligible for leave under the terms of the FMLA:

- You and Your Enrolled Dependents will remain eligible to be enrolled under the Plan during the FMLA leave for a period of up to 12 weeks during a 12-month period as provided under the FMLA or up to 26 total weeks if You are approved for Service member Family Leave under the FMLA. Persons entitled to coverage under this paragraph will not be entitled to any other extension of benefits described in this section for the same situation that entitles them to coverage under this paragraph. Entitlement to FMLA leave does not constitute a Qualifying Event for the purposes of COBRA continuation. However, a person not returning to active employment following FMLA leave may be entitled to COBRA continuation coverage, the duration of which will be calculated from the date the person fails to return from the FMLA leave.
- You must make timely payment of Your monthly contribution through the University of Utah Hospitals and Clinics. The provisions described here will not be available if this Plan terminates.
- If Your FMLA leave is unpaid and You and/or Your Enrolled Dependents elect not to remain enrolled during the leave, You and/or Your Enrolled Dependents will be eligible to be reenrolled under the Plan on the date You return from the FMLA leave if You request reenrollment upon Your return to work. If You return during the same Contract Year, You must be reenrolled in the same medical and dental options You had on the day coverage was terminated.

In this situation, if You reenroll within the required time, all of the terms and conditions of the Plan will resume at the time of reenrollment. The provisions and administration described here are based on the requirements of the Family and Medical Leave Act of 1993, as amended, and will be governed by the FMLA law and any subsequent amendments and regulations. If any conflicts arise between the provisions described here and FMLA, the minimum requirements of FMLA will govern.

MEDICAL LEAVE OF ABSENCE

If You become totally disabled, You may continue coverage by making required contributions through the University of Utah Hospitals and Clinics Human Resources Department until You are no longer totally disabled or for up to 25 months from Your last physical date worked (, whichever occurs first, if:

- You are totally disabled as defined by the University of Utah Hospitals and Clinics Long Term Disability Plan or the Social Security Administration; and
- You were employed by the University Hospitals and Clinics in a benefit-eligible position and were enrolled in the Plan on the day immediately preceding the date You became totally disabled.
- If You remain totally disabled and are eligible and enrolled in the Plan at the end of the 25-month period and You worked for the University of Utah Hospitals and Clinics in a benefit-eligible position for:
  - 5 or more consecutive years immediately prior to Your date of disability (including any periods of FMLA leave), and qualified to retire, then You and Your Enrolled Dependents may enroll in the University of Utah Retiree Health Care Plan or elect to continue coverage for a limited time through COBRA; or
  - less than 5 consecutive years immediately prior to Your date of disability (including any periods of FMLA leave), then You and Your Enrolled Dependents may be eligible for continuation coverage for a limited time through COBRA.

If You are eligible and enroll in the Retiree Health Care Plan, coverage for You and Your Enrolled Dependents will terminate on the date You are no longer totally disabled; or, for Your Enrolled children, on the date each child loses eligibility under the Plan’s then current definition of an Eligible child, unless You and/or Your Enrolled Dependent(s) become ineligible for or terminate coverage under the Plan on an earlier date.

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PERSONAL LEAVE OF ABSENCE
You may continue coverage under the Plan during an approved personal leave of absence by making required contributions through the University of Utah Hospitals and Clinics Human Resources Department. Coverage during a personal leave of absence may be continued for up to 12 months from the date the leave of absence began unless an extension is approved by the University of Utah Hospitals and Clinics Chief Human Resources Officer.

MILITARY LEAVE OF ABSENCE
If You take a leave of absence for active military duty, You may continue coverage under the Plan as follows:

- If the leave of absence is 30 calendar days or less, You may continue coverage as if You were actively at work by paying Your contribution through the University of Utah Hospitals and Clinics Human Resources Department; or
- If the leave of absence is more than 30 calendar days, You may continue coverage by paying the full contribution rate (including the portion paid for active employees by the University of Utah Hospitals and Clinics) plus 2%, for up to 24 months.

If You are called to active military duty and You do not elect to continue coverage under the Plan during Your leave, Your coverage will be terminated. You may reenroll in coverage upon Your return to work (if such return is within the time limits set by the Uniformed Services Employment and Reemployment Rights Act “USERRA”).

It is the intent of the Plan to comply with all existing regulations of USERRA. If the Plan differs from the actual regulations of USERRA, the Plan reserves the right to administer the Plan in accordance with the USERRA regulations. Coverage under this provision runs concurrently with coverage continued under COBRA.
When Coverage Ends

This section describes the situations when coverage will end for You and/or Your Enrolled Dependents.

PLAN TERMINATION OR AMENDMENT
If the Plan is terminated by the University of Utah Hospitals and Clinics, coverage for You and Your Enrolled Dependents will end on the date the Plan is terminated. If the terms of eligibility are amended and You are in a class no longer eligible to participate in the Plan, coverage for You and Your Enrolled Dependents will end on the date the terms of eligibility are amended.

No person shall have or acquire a vested right to receive benefits after the date this Plan is terminated or the date they are no longer eligible to participate in the Plan. Termination of Your or Your Enrolled Dependents’ coverage under this Plan for any reason shall completely end all the University Hospitals and Clinics and the Claims Administrator’s obligations to provide You or Your Enrolled Dependents benefits for Covered Services received after the date of termination whether or not You or Your Enrolled Dependents are then receiving treatment or are in need of treatment for any Illness or Injury incurred or treated before or while this Plan was in effect.

WHEN YOU MAY ELECT TO CANCEL COVERAGE
You may elect to cancel Your coverage and/or coverage for Your Enrolled Dependents during the Plan’s future Open Enrollment Periods, if any. Coverage dropped during Open Enrollment will be terminated effective at the end of the Contract Year.

If You and/or Your Enrolled Dependent(s) obtain other similar coverage during the Contract Year (including enrolling in Medicare), You may elect to cancel coverage for such covered individual(s). In order to drop coverage during the Contract Year, You must submit a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal within 30 days from the date You and/or Your Enrolled Dependent(s) gain other similar coverage. Coverage will be dropped on the effective date that other coverage was obtained.

In the event You experience a significant increase in Your cost of coverage and other similar coverage is available, You may choose to drop Your coverage in the Plan for You and all Your Enrolled Dependents. To drop coverage, You must submit a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal within 30 days from the date of the significant increase in Your cost of coverage.

WHAT HAPPENS WHEN YOU ARE NO LONGER ELIGIBLE
If You are no longer eligible as explained in the following paragraphs, Your and Your Enrolled Dependents’ coverage will end as indicated. However, it may be possible for You and/or Your Enrolled Dependents to continue coverage under the Plan according to the COBRA continuation of coverage provisions of this Summary Plan Description.

Termination of Your Employment or Appointment or Change to an Ineligible Employment Status
If You are no longer eligible under the Plan due to termination of employment or appointment or change to an employment status that is ineligible for benefits, or You are no longer a member of an affiliated group, Your coverage will end for You and all Enrolled Dependents on the last day of the pay period on or following the date on which eligibility ends.

Nonpayment of Required Contribution
If You fail to make the required contribution in a timely manner, Your coverage will end for You and all Enrolled Dependents on the date You fail to make such a required contribution and You and Your Enrolled Dependents will not be eligible for continuation of coverage under COBRA or for conversion of coverage in connection with such a termination.
Termination by University of Utah Hospitals and Clinics
If the University of Utah Hospitals and Clinics terminates Your coverage for any cause not otherwise specified, Your coverage will end for You and all Your Enrolled Dependents on the date of such a termination.

If You Die
If You die, Your Enrolled Dependents may remain enrolled in the Plan at no cost for 6 months from the date of Your death. Thereafter, they may enroll in a Retiree Health Care Plan offered through the University of Utah Hospitals and Clinics or continue coverage for a limited period of time under COBRA.

WHAT HAPPENS WHEN YOUR ENROLLED DEPENDENTS ARE NO LONGER ELIGIBLE
If Your dependents are no longer eligible as explained in the following paragraphs, their eligibility for coverage will end at 12:01 a.m., Mountain Time, on the date of the event that makes them ineligible. However, it may be possible for Your ineligible dependents to continue coverage under the Plan according to the COBRA continuation of coverage provisions of this Summary Plan Description. You must complete a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal of such dependent’s loss of eligibility within 30 days of the date of the event. Any change to Your coverage level (e.g., two-party to single coverage), will be effective on the date of the event. You or Your dependent must notify the University of Utah Hospitals and Clinics Human Resources Department of the ineligibility within 60 days of the event in order to be eligible for COBRA continuation of coverage (see the COBRA Section for additional information).

Divorce or Annulment
Eligibility ends for Your enrolled spouse and the spouse's children (unless such children remain eligible by virtue of their continuing relationship to You) on the date the divorce or annulment is final. You must complete a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal to report the former spouse’s ineligibility under the Plan. In the event the Plan is notified within 60 calendar days of the date of divorce or annulment, Your former spouse may continue coverage under the Plan for a limited period of time according to the COBRA continuation of coverage provisions of this Summary Plan Description.

Termination of Domestic Partnership
In the event Your domestic partnership terminates after the Effective Date (including any change in status such that You and Your domestic partner no longer meet the requirements outlined in the definition of an Eligible Dependent), eligibility ends for the domestic partner and the domestic partner's children (unless such children remain eligible by virtue of their continuing dependent relationship with You) on the date of termination of the domestic partnership. You are required to submit a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal within 30 days of the termination of the domestic partnership. In the event the Plan is notified within 60 calendar days of the date of dissolution, Your domestic partner (and domestic partner’s children) may continue coverage under the Plan for a limited period of time according to the COBRA continuation of coverage provisions of this Summary Plan Description.

Loss of Dependent Status
- For an enrolled child who is no longer an Eligible Dependent due to exceeding the dependent age limit, eligibility ends on the child’s 26th birthday (or the date the child is no longer a full-time student or incapable of self-support because of mental retardation or a physical handicap, if over age 26).
- For an enrolled child who is no longer eligible due to disruption of placement prior to legal adoption and the child is removed from placement, eligibility ends on the date the child is removed from placement.
- For an enrolled child who is no longer an Eligible Dependent for any other cause (except by reason of Your death), eligibility ends on the date the child is no longer an Eligible Dependent.

You or Your dependent must complete a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal of an Enrolled Dependent’s ineligibility under the Plan. In the event You complete the online notification to the Plan within 60 calendar days of the date the dependent becomes
ineligible under the Plan, the dependent may continue coverage under the Plan according to the COBRA continuation of coverage provisions of this Summary Plan Description.

**FRAUDULENT USE OF BENEFITS**
If You or Your Enrolled Dependents engage in an act or practice that constitutes fraud in connection with coverage under this Plan or makes an intentional misrepresentation of material fact in connection with coverage, coverage under the Plan may be terminated and You and Your Enrolled Dependents will not be eligible for continuation of coverage under COBRA or for conversion of coverage. In addition, any person who knowingly files a statement of claim containing any misrepresentation or any false, incomplete, or misleading information may be subject to corrective action up to and including termination of employment with the University of Utah Hospitals and Clinics, and may be guilty of a criminal act punishable under law and subject to civil penalties.

**CERTIFICATES OF CREDIBLE COVERAGE**
Requests for and inquiries about required certificates relating to period(s) of credible coverage are available through the University of Utah Hospitals and Clinics Human Resources Department or through the Claims Administrator.
COBRA Continuation of Coverage

This COBRA Continuation of Coverage Section applies only when the University of Utah Hospitals and Clinics is subject to the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or COBRA. Under certain circumstances called Qualifying Events, Claimants may have the right to continue coverage beyond the time coverage would ordinarily have ended. The following rights and obligations regarding continuation of coverage are governed by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended. In the event of any conflict between this continuation of coverage provision and COBRA, the minimum requirements of COBRA will govern. This provision will automatically cease to be effective when federal law requiring continuation of eligibility for coverage no longer applies to the University of Utah Hospitals and Clinics. This section does not provide a full description of COBRA. For more complete information, contact the University of Utah Hospitals and Clinics Human Resources Department.

In order to preserve Your rights under COBRA, You must meet certain notification, election, and payment deadline requirements. Those requirements are described below.

Qualifying Events
Qualifying Events are certain events defined by COBRA regulations that cause an individual to lose health care coverage. Qualifying Events that trigger Your right to COBRA coverage are:

- voluntary or involuntary termination of the Plan Participant’s employment for reasons other than gross misconduct;
- voluntary or involuntary termination of appointment as a member of an affiliated group for reasons other than gross misconduct;
- reduced hours of work for the Plan Participant, resulting in ineligibility for coverage;
- divorce or legal separation of the Plan Participant;
- death of the Plan Participant;
- loss of status as an “Eligible child” under Plan rules;
- the Plan Participant becomes entitled to Medicare, resulting in ineligibility for coverage; or
- the employer files a Chapter 11 bankruptcy (only applicable to retired employees and their dependents covered under the Retiree Health Care Plan).

The Qualifying Event You experience determines Your notice requirements and the amount of time You may retain COBRA coverage.

When and How You Must Give Notice
You, Your spouse, domestic partner, or child must notify the University of Utah Hospitals and Clinics Human Resources Department of a divorce or legal separation, or a child losing dependent status within 60 days of the event. (The Plan is required to provide notice to You and/or Your Enrolled Dependents of the right to elect COBRA coverage due to any of the other Qualifying Events.) To provide this notice, You may submit a Life Status Event through the University of Utah Hospitals and Clinics online benefits portal. Alternatively, Your spouse, domestic partner, or child may give written notice of the Qualifying Event to the University of Utah Hospitals and Clinics Human Resources at 50 N Medical Dr. 5A224, Salt Lake City, Utah 84132. The written notice must provide the individual’s name and current mailing address, the specific Qualifying Event and the date of the Qualifying Event. If written notice is not provided to the Human Resources Department within 60 days after the date of the Qualifying Event, all rights of that individual to elect COBRA coverage will be lost.

Once the Plan is properly notified of a Qualifying Event, it will send You and/or Your Enrolled Dependents information concerning continuation options, including the necessary COBRA continuation election forms. You and/or Your Enrolled Dependents will have 60 calendar days from the later of the date of the Qualifying Event or when You and/or Your Enrolled Dependent receive notice from the Plan in which to make an election.

If You or one of Your Enrolled Dependents qualifies for a Social Security Disability extension (described below), You must provide written notice to the University of Utah Hospitals and Clinics Human Resources Department.
Department within 60 days of the date the Social Security Administration determination is made and while still within the 18 month COBRA Continuation period following a termination or reduction of hours Qualifying Event. You must also provide a written notice to the University of Utah Hospitals and Clinics Human Resources Department within 30 days if a final determination is made that You are no longer disabled.

If You experience a Second Qualifying Event (described below), You must provide a written notice to the University of Utah Hospitals and Clinics Human Resources Department within 60 days of the second Qualifying Event and during the original 18-month COBRA coverage period (or 29-month period if there has been a disability extension), in order to extend COBRA coverage to 36 months.

**Qualified Dependents**
Each individual who was covered under the Plan on the day before the Qualifying Event is a “Qualified Dependent” and has independent rights to purchase COBRA coverage. An exception to this rule applies if coverage is reduced or eliminated in anticipation of a Qualifying Event. COBRA coverage may still be available to a spouse or child who has been dropped from coverage in anticipation of divorce or legal separation. In this case, COBRA coverage will be effective upon the date of divorce or separation, not the date that coverage was terminated, and will only be available provided that, but for the lost coverage, the spouse or child would otherwise have been eligible. Qualified Dependent includes the covered employee, employee’s spouse, domestic partner, and child or children.

**Individual Election Rights**
Each Qualified Dependent can elect COBRA coverage independently, even if the covered employee chooses not to elect COBRA coverage. COBRA coverage is available to each person who had coverage on the day before the Qualifying Event.

**Length of COBRA Coverage**
The length of COBRA coverage offered depends on Your Qualifying Event. If the Qualifying Event is termination of employment or a reduction of work hours, Qualified Dependents are given the opportunity to continue COBRA coverage for 18 months. If the Qualifying Event is death of the covered employee, divorce or legal separation, or loss of dependent status, COBRA coverage is available for 36 months. If a Qualified Dependent is determined to have been disabled on the date of the Qualifying Event or during the first 60 days of COBRA coverage, additional coverage may be available (see Social Security Disability below).

**Social Security Disability**
If Your Qualifying Event is termination of employment or reduction in hours and You or one of Your Enrolled Dependents is determined by the Social Security Administration to have been disabled on the date of the Qualifying Event or during the first 60 days of COBRA coverage, You and/or Your enrolled dependents may obtain an extension of coverage from 18 months to 29 months. It is Your responsibility to obtain the disability determination from the Social Security Administration and to provide a copy of the determination to the Ceridian, the third party administrator for COBRA for the University of Utah Hospitals and Clinics, within 60 days after the date of the determination. The Social Security Administration determination must occur and You must notify the University of Utah Hospitals and Clinics Human Resources Department before the end of the original 18-month period. If You do not notify the Ceridian and provide the determination within these time frames, You will not be eligible for the 11-month extension of COBRA coverage. If coverage is extended for an additional 11 months due to Social Security disability, Your COBRA premiums will be adjusted to 150% of the full cost during the extended 11-month coverage period. It is also Your responsibility to provide a written notice to Ceridian within 30 days if a final determination is made that You are no longer disabled.

**Second Qualifying Event**
Qualified Dependents, other than the employee, who enrolled in COBRA coverage as a result of the employee’s termination of employment or reduction of work hours, who experience another Qualifying Event (divorce, legal separation, death of the covered employee, Medicare entitlement, or loss of dependent status), may extend COBRA coverage beyond 18 months (or 29 months if there has been a disability extension) to 36 months. You must provide a written notice to the University of Utah Hospitals Human Resources Department within 60 days of the date the Social Security Administration determination is made and while still within the 18 month COBRA Continuation period following a termination or reduction of hours Qualifying Event. You must also provide a written notice to the University of Utah Hospitals and Clinics Human Resources Department within 30 days if a final determination is made that You are no longer disabled.

If You experience a Second Qualifying Event (described below), You must provide a written notice to the University of Utah Hospitals and Clinics Human Resources Department within 60 days of the second Qualifying Event and during the original 18-month COBRA coverage period (or 29-month period if there has been a disability extension), in order to extend COBRA coverage to 36 months.
and Clinics Human Resources Department within 60 days of the second Qualifying Event and during the original 18-month COBRA coverage period (or 29-month period if there has been a disability extension), in order to extend COBRA coverage to 36 months. The written notice must be sent to Ceridian, the third party administrator for COBRA for the University of Utah Hospitals and Clinics, and provide the individual’s name and current mailing address, the specific Qualifying Event and the date the event occurred. **COBRA coverage will never extend beyond 36 months of the date of the original Qualifying Event.**

**When You Acquire a New Child While On COBRA**
A child who is born to or placed for adoption with You while You are enrolled in COBRA coverage can be added to Your COBRA coverage upon proper written notification to the University of Utah Hospitals and Clinics Human Resources Department (Health Care Coverage Change Form or written notice) of the birth or placement. Notification must be received within **30 days** of the date of birth or placement (if notification is not received within 30 days of the date of birth or placement, You will not be able to add the child to Your coverage until the next Open Enrollment period). The child will be a Qualified Dependent with an individual right to continue COBRA coverage through Your maximum COBRA period, unless You cancel his or her coverage or one of the events permitting extension or termination occurs.

**If You Are Retired and The University of Utah Hospitals and Clinics Files Chapter 11 Bankruptcy**
COBRA also allows continuation of coverage if You are retired, the University of Utah Hospitals and Clinics files a Chapter 11 bankruptcy petition, and You or Your Enrolled Dependent experiences a loss of coverage (or substantial reduction in coverage) within one year before or after the bankruptcy filing. Retired employees, and the surviving spouses of retired employees who died before the bankruptcy, may continue coverage for the remainder of their lifetimes. If You are retired and die after the bankruptcy, Your Enrolled Dependents may continue coverage for up to 36 months after Your death.

**If You Become Entitled To Medicare Before Electing COBRA**
If You become entitled to Medicare before electing COBRA in connection with a termination of employment or reduction in hours Qualifying Event, You may maintain both Medicare and up to 18 months of COBRA coverage and Your Enrolled Dependents will be allowed to continue their COBRA coverage until the later of:

- up to 18 months from the Qualifying Event date, or
- up to 36 months from the date You became entitled to Medicare.

**Electing Coverage**
Qualified Dependents have **60 days** from the date of the Qualifying Event or if later, from the date of the notice offering COBRA, to elect COBRA coverage. (You are not eligible to elect COBRA coverage and this paragraph does not apply to You if You, Your spouse, domestic partner, or child failed to notify the University of Utah Hospitals and Clinics Human Resources Department of a divorce or legal separation, or a child losing dependent status within **60 days** of the event, as required by COBRA.) If neither You nor Your spouse, domestic partner, or child(ren) elect COBRA continuation coverage during the applicable election period, Your health care coverage will end according to the terms of the Plan. The Plan will not pay claims for services provided on and after the date coverage ends and You and Your dependents will have no right to elect COBRA coverage at a later date. If Claimants are not eligible for COBRA continuation coverage, they may be eligible for an individual conversion-type plan.

**COBRA Premium Payments**
If You elect COBRA coverage, You will be responsible to pay the full cost of coverage plus a 2% administration fee. The COBRA premiums, including this fee, will be listed on the “Notice of Right to Elect Continuation Coverage (COBRA)” that will be sent to You by Ceridian, the third party administrator for Cobra for the University of Utah Hospitals and Clinics. Coupons will be provided for premium payments; however, in the event You do not receive coupons, You are responsible for remitting payments timely to avoid termination of coverage.
Initial Payment
Payment must be received by Ceridian within **45 days** of the date You elect COBRA coverage. Your first premium payment will include premiums due retroactive to the date You lost coverage as a result of Your Qualifying Event. If Your first payment is not received timely, COBRA coverage will not be effective and You will lose all rights to COBRA coverage.

Subsequent Payments
Payment for each subsequent period is **due on the first day of each month**. You will have a 30-day grace period from the premium due date to make subsequent payments. If the COBRA premiums are not paid within the grace period, Your COBRA coverage will terminate as of the end of the last period for which payment was received and You will lose all further rights to continue COBRA coverage.

Trade Adjustment Assistance (TAA)
If You are a TAA-eligible individual and do not elect continuation coverage during the 60-day COBRA election period that was a direct consequence of the TAA-related loss of coverage, You may elect continuation coverage during a **second** 60-day election period that begins on the first day of the month in which You are determined to be eligible. Provided such election is made not later than 6 months after the date of the TAA-related loss of coverage. Continuation coverage elected during the second election period will begin with the first day of the second election period, and not on the date on which coverage originally lapsed. In addition, TAA eligible persons could be eligible for a tax credit.

Changes in COBRA Coverage
You will have the same rights to enroll dependents and change elections with respect to the University of Utah Hospitals and Clinics health plan as similarly situated active employees of the University of Utah Hospitals and Clinics. Changes to coverage may be made during the University of Utah Hospitals and Clinics Open Enrollment period each year.

Flexible Spending Accounts
If You participated in the University of Utah Hospitals and Clinics Flexible Benefit Plan at the time of Your Qualifying Event and have a positive fund balance in Your flexible spending account, You may be allowed to continue participation in the Flexible Benefit Plan through the end of the plan year in which the Qualifying Event occurred. If You fail to make payment, Your participation in the Flexible Benefit Plan will terminate and expenses incurred after the termination date will not be eligible for reimbursement.

Financial Aid
Some states offer financial aid to help certain individuals pay for COBRA coverage. Contact Your appropriate state agency regarding availability and eligibility requirements.

When COBRA Continuation Coverage Ends
COBRA continuation under the Plan will end for You and/or Your Enrolled Dependents if any of the following occurs:

- The required premium payments are not paid within the timeframe allowed;
- You notify the COBRA administrator that You wish to cancel Your coverage;
- The applicable period of COBRA coverage ends;
- You become entitled to Medicare benefits;
- The University of Utah Hospitals and Clinics terminates its group health plan(s);
- You have extended COBRA coverage due to Social Security disability and a final determination is made that You are no longer disabled, coverage for all Claimants who had qualified for the disability extension will end as of the later of:
  - the last day of 18 months of continuation coverage, or
  - the first day of the month that is more than 30 days following the date of the final determination of the non-disability;
- After the date of Your COBRA election, You become covered under another group health plan that does not contain any exclusion or limitation for any of Your pre-existing conditions. If the other plan’s pre-existing condition rule does not apply to You by reason of HIPAA’s restrictions on pre-existing conditions clauses, You are no longer eligible to continue COBRA coverage; or
An event occurs that permits termination of coverage under the University of Utah Hospitals and Clinics health plan for an individual covered other than pursuant to COBRA (e.g., submitting fraudulent claims).

**Conversion or Transfer to an Individual Policy**
At the end of Your applicable maximum COBRA period, You may be allowed to convert Your coverage to an individual insurance policy. See the Conversion Section for details.

**Questions, Notices, and Address Change**
This section does not fully describe COBRA coverage. For additional information about Your rights and obligations under the Plan and under federal law, contact the University of Utah Hospitals and Clinics Human Resources Department.

The University of Utah Hospitals and Clinics COBRA Administrator is Ceridian COBRA Services, 3201 34th Street, St. Petersburg, FL 33711-3828 at 1(800) 877-7994. (The contact person may change from time to time).

If You divorce or legally separate, no longer qualify as a domestic partnership, or lose eligibility as a child under the University of Utah Hospitals and Clinics Health Care Plan, You must provide the required written notice to the University of Utah Hospitals and Clinics Human Resources Department within 30 days.

In order to protect Your Family’s rights, You should keep the University of Utah Hospitals and Clinics Human Resources Department informed of any change in address for You, Your spouse, domestic partner or enrolled children.
Notices

UNIVERSITY OF UTAH HOSPITALS AND CLINICS PRIVACY POLICY REGARDING PROTECTED HEALTH INFORMATION (PHI)

This notice describes how medical information about You may be used or disclosed and what Your rights are in managing Your health information.

Our Privacy Promise

Protecting Your health information is important to University of Utah Hospitals and Clinics Employee Health Plan. We follow strict federal and state laws that require us to maintain the confidentiality of Your health information.

Our responsibilities:

- We are required by law to maintain the privacy and security of our protected health information.
- We will let You know promptly if a breach occurs that may have compromised the privacy or security of Your information.
- We must follow the duties and privacy practices described in this notice and provide You a copy.
- We will not use or share Your information, other than as described here, unless You tell us, in writing. Written changes to Your authorization can be made at any time.

We may use and share Your information as we:

  - We can use Your health information and share it with professionals who are treating You.
  - Example: A doctor sends our health administrator information about Your diagnosis and treatment plan so we can arrange additional services.

- Run our organization.
  - We can use and disclose Your information to run our organization and contact You when necessary.
  - We are not allowed to use genetic information to decide whether we will give You coverage and the price of that coverage. This federal rule does not apply to long-term care plans.

- Pay for Your health services.
  - We can use and disclose Your health information as we pay for Your health services.
  - Example: We share information about You with Your dental plan to coordinate payment for Your dental work.

- Administer Your plan.
  - We may disclose Your health information to Your health plan administrator for claims administration.
  - Example: UUHC contracts with other health plan administrators to provide network and claims administration for the health plan, and these health plans provide UUHC with certain statistics to calculate the premiums we charge.
We may also use or share Your health information in other ways. In these situations, we have to meet many conditions in the law before we can share Your information for these purposes.

- **Help with public health and safety issues.**
  - We can share health information about You for certain situations, such as: preventing disease, helping with product recalls, reporting adverse reactions to medications, reporting suspected abuse or domestic violence, or preventing or reducing a threat to anyone’s health or safety.

- **Do research.**
  - We can use or share Your information for health research.

- **Comply with the law.**
  - We will share information about You if state or federal laws require it, including with the Department of Health and Human Services, if necessary to ensure compliance with federal privacy law(s).

- **Respond to organ and tissue donation requests.**
  - We can share health information about You with organ procurement organizations.

- **Work with a medical examiner or funeral director.**
  - We can share Your health information with a coroner, medical examiner or funeral director if You die.

- **Address workers’ compensation, law enforcement, and other governmental requests.**
  - We can use or share health information about You for: workers’ compensation claims; law enforcement purposes or with a law enforcement official; health oversight agencies for activities authorized by law; special government functions, such as military, national security; and presidential protective services.

- **Respond to lawsuits and legal actions.**
  - We can share health information about You in response to a court or administrative order or in response to a subpoena.

You have some choice in the way that we use and share information as we:

- Answer coverage questions from Your family or friends.
- Provide disaster relief.
- Sell Your information for marketing purposes.
- Maintain confidential communications with a mental health professional (psychotherapy notes) and substance abuse treatment records.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html)
All other uses and disclosures, not described in this notice, require Your signed authorization. You may authorize us to use or share Your health information, OR revoke Your authorization, at any time by completing the required form available at http://uhealthplan.utah.edu, and submitting it to the:

University of Utah Hospitals & Clinics Health Plans
Attention: Claims Department
PO Box 45180
Salt Lake City, UT 84145-0180

Your Rights Concerning Your Personal Health Information

You have the right to:

- Obtain a copy of this privacy notice.
- Receive a copy of Your health and claims records. You can ask us to see or obtain a copy of Your health care claims records and other health information we have about You.
- Ask us to correct health and claims records. You can ask us to correct Your health and claims records if You think they are incorrect or incomplete.
- Request confidential communications. You can ask us to contact You in a specific way (for example, home or office phone or to send mail to a different address.) We will consider all reasonable requests and must say “yes” if You tell us Your personal safety may be compromised.
- Ask us to limit what we use or share. You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to Your request and may say “no” if it would affect Your care.
- Get a list of those with whom we have shared Your information. You can ask for an account of the times we have shared Your health information, who we shared it with, and why, for six years prior to the date You ask. We will include all the disclosures except for those about treatment, payment, health care operations, and certain other disclosures (such as any You asked us to make). We will provide one accounting per year for free, however, You will be charged a reasonable, cost-based fee if You ask for another one within 12 months.
- Choose someone to act for You. If You have given someone medical power of attorney or someone is Your legal guardian, that person can make choices about Your health information. We will verify the person has this authority and can act on Your behalf before we take any action.

If You have concerns or wish to file a complaint, contact:
University of Utah Hospitals & Clinics
Employee Health Plans
Attention: Claims Department
PO Box 45180
Salt Lake City, UT 84145-0180
801-587-6480
E-mail: uuhp@hsc.utah.edu

University Hospitals and Clinics
Human Resources Benefits Department
801.581.6500
Email: UUHC-HR-Benefits@hsc.utah.edu

- You may also file a written complaint with the Office of Civil Rights of the U.S. Department of Health and Human Services.
- Retaliation will not be taken on any complaints filed.

We reserve the right to make changes to this notice at any time.
For more information about the practices and rights described in this notice:
- Visit our website at http://www.privacy.utah.edu; OR
- Contact the Customer Service department at the address listed on the back of this notice.
General Provisions
This section explains various general provisions regarding Your benefits under this coverage.

CHOICE OF FORUM
Any legal action arising out of the Plan benefit option described herein must be filed in a court in the state of Utah.

GOVERNING LAW AND DISCRETIONARY LANGUAGE
The Plan will be governed by and construed in accordance with the laws of the United States of America and by applicable laws of the State of Utah without regard to its conflict of law rules. The Plan Sponsor, the Plan, delegates the Claims Administrator discretion for the purposes of paying benefits under this coverage only if it is determined that You are entitled to them and of interpreting the terms and conditions of the plan. Final determinations pursuant to this reservation of discretion do not prohibit or prevent a claimant from seeking judicial review of those determinations in federal court. The reservation of discretion made under this provision only establishes the scope of review that a court will apply when You seek judicial review of a determination of the entitlement to and payment of benefits or interpretation of the terms and conditions applicable to the plan. The Claims Administrator is not the Plan Sponsor, but does provide claims administration under the Plan, and the court will determine the level of discretion that it will accord determinations.

PLAN IS AGENT
The Plan is Your agent for all purposes under the Plan and not the agent of UNIVERSITY HEALTH PLANS. You are entitled to health care benefits pursuant to the Plan. In the Agreement, the Plan agrees to act as agent for You in acknowledging Your agreement to the terms, provisions, limitations and exclusions contained in the Summary Plan Description. You, through the enrollment form signed by the Participant, and as Dependents of the Plan, acknowledge and agree to the terms, provisions, limitations and exclusions described in this Summary Plan Description.

NO WAIVER
The failure or refusal of either party to demand strict performance of the Plan or to enforce any provision will not act as or be construed as a waiver of that party's right to later demand its performance or to enforce that provision. No provision of the Plan will be considered waived unless such waiver is reduced to writing and signed by one of the Plan's authorized officers.

NOTICES
Any notice to Claimants or to the Plan required in the Plan will be considered to be properly given if written notice is deposited in the United States mail or with a private carrier. Notices to a Participant or to the Plan will be addressed to the Participant or to the Plan at the last known address appearing in the Claims Administrator's records. If the Claims Administrator receives a United States Postal Service change of address form (COA) for a Participant, it will update its records accordingly. Additionally, the Claims Administrator may forward notice for a Participant to the Plan Sponsor or Plan if it becomes aware that it doesn't have a valid mailing address for the Participant. Any notice to the Claims Administrator required in the Agreement may be given by mail addressed to: UNIVERSITY HEALTH PLANS, P.O. Box 45180, Salt Lake City, UT 84102; provided, however that any notice to the Claims Administrator will not be considered to have been given to and received by it until physically received.

REPRESENTATIONS ARE NOT WARRANTIES
In the absence of fraud, all statements You make in an enrollment form will be considered representations and not warranties. No statement made for the purpose of obtaining coverage will void
such coverage or reduce benefits unless contained in a written document signed by You, a copy of which is furnished to You.

WHEN BENEFITS ARE AVAILABLE
In order for health expenses to be covered under the Plan, they must be incurred while coverage is in effect. Coverage is in effect when all of the following conditions are met:

- the person is eligible to be covered according to the eligibility provisions described in the Plan Document; and
- the person has enrolled in coverage and has been enrolled by the Claims Administrator.

The expense of a service is incurred on the day the service is provided and the expense of a supply is incurred on the day the supply is delivered to You.
Definitions

The following are definitions of important terms used in this Summary Plan Description. Other terms are defined where they are first used.

Allowed Amount means:

- For In-Network Providers, the amount that they have contractually agreed to accept as payment in full for a service or supply.
- For Out-of-Network Providers the amount the Claims Administrator has determined to be reasonable charges for Covered Services or supplies. The Allowed Amount may be based upon the amount an In-Network Provider has agreed to accept as payment in full or billed charges for some services, as determined by the Claims Administrator or as otherwise required by law.

Charges in excess of the Allowed Amount are not considered reasonable charges and are not reimbursable. For questions regarding the basis for determination of the Allowed Amount, please contact the Claims Administrator.

Affiliate means a company with which the Claims Administrator has a relationship that allows access to Providers in the state in which the Affiliate serves and includes the following companies: University Health Plans.

Ambulatory Service Facility means a facility, licensed by the state in which it is located, that is equipped and operated mainly to do surgeries or obstetrical deliveries that allow patients to leave the facility the same day the surgery or delivery occurs.

Claimant means a Participant or an Enrolled Dependent.

Contract Year means the period from July 1 through June 30 of the following year; however, the first Contract Year begins on the Claimant's Effective Date.

Covered Service means a service, supply, treatment or accommodation that is listed in the benefits sections of the Summary Plan Description.

Custodial Care means care that is for the purpose of watching and protecting a patient, rather than being a Health Intervention. Custodial Care includes care that helps the patient conduct activities of daily living that can be provided by a person without medical or paramedical skills and/or is primarily for the purpose of separating the patient from others or preventing self-harm.

Dependent means a Participant's eligible dependent who is listed on the Participant's completed enrollment form and who is enrolled under the Plan.

Dental Services means services or supplies (including medications) provided to prevent, diagnose, or treat diseases or conditions of the teeth and adjacent supporting soft tissues, including treatment that restores the function of teeth.

Effective Date means the date Your coverage under the Agreement begins after acceptance for enrollment under the Plan.

Emergency Medical Condition means a medical condition that manifests itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson who has an average knowledge of medicine and health would reasonably expect the absence of immediate medical attention at a Hospital emergency room to result in any one of the following:

- placing the Claimant's health, or with respect to a pregnant Claimant, her health or the health of her unborn child, in serious jeopardy;
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part.
Family means a Participant and his or her Dependents.

Health Intervention is a medication, service or supply provided to prevent, diagnose, detect, treat or palliate the following: disease, Illness, Injury, genetic or congenital anomaly, pregnancy or biological or psychological condition that lies outside the range of normal, age-appropriate human variation; or to maintain or restore functional ability. A Health Intervention is defined not only by the intervention itself, but also by the medical condition and patient indications for which it is being applied. A Health Intervention is considered to be new if it is not yet in widespread use for the medical condition and the patient indications being considered.

Health Outcome means an outcome that affects health status as measured by the length or quality of a person's life. The Health Intervention's overall beneficial effects on health must outweigh the overall harmful effects on health.

Hospital means a facility that is licensed as a general acute or specialty Hospital by the state in which the Hospital is located. A Hospital provides continuous 24-hour nursing services by registered nurses. A Hospital has an attending medical staff consisting of one or more Physicians. A Hospital under this definition is not, other than incidentally, a place for rest, a nursing home or a facility for convalescence.

Illness means a congenital malformation that causes functional impairment; a condition, disease, ailment or bodily disorder, other than an Injury; and pregnancy. Illness does not include any state of mental health or mental disorder.

Injury means physical damage to the body inflicted by a foreign object, force, temperature or corrosive chemical or that is the direct result of an accident, independent of Illness or any other cause. An Injury does not mean bodily Injury caused by routine or normal body movements such as stooping, twisting, bending or chewing and does not include any condition related to pregnancy.

In-Network means the benefit reimbursement level for services that are received from a Provider who has an effective participating contract with the Claims Administrator or one of the Claims Administrator's Affiliates which designates him, her or it as a University Health Plan Provider to provide services and supplies to Claimants in accordance with the provisions of this coverage. If the Claims Administrator, or one of their Affiliates, have more than one In-Network Provider network from which the employer Group may choose for benefits under this Plan, then the Providers contracted under the network selected by the employer Group will be considered the only In-Network Providers for purposes of payment of benefits under this Plan. In-Network reimbursement is generally at the highest payment level and You will not be charged for balances beyond any Copayment and/or Coinsurance for Covered Services.

Investigational means a Health Intervention that the Claims Administrator has classified as Investigational. The Claims Administrator will review Scientific Evidence from well-designed clinical studies found in peer-reviewed medical literature, if available, and information obtained from the treating Physician or Practitioner regarding the Health Intervention to determine if it is Investigational. A Health Intervention not meeting all of the following criteria, is, in the Claims Administrator's judgment, Investigational:

- If a medication or device, the Health Intervention must have final approval from the United States Food and Drug Administration (FDA) as being safe and efficacious for general marketing. However, if a medication is prescribed for other than its FDA-approved use and is recognized as effective for the use for a particular diagnosed condition, benefits for the medication may be provided when so used. To be considered effective for other than its FDA-approved use, it must be determined that the medication is effective for the treatment of that condition; or is determined by the Claims Administrator to be in an Investigational status.
- The Scientific Evidence must permit conclusions concerning the effect of the Health Intervention on Health Outcomes, which include the disease process, Injury or Illness, length of life, ability to function and quality of life.
- The Health Intervention must improve net Health Outcome.
- The Scientific Evidence must show that the Health Intervention is as beneficial as any established alternatives.
• The improvement must be attainable outside the laboratory or clinical research setting.

**Lifetime** means the entire length of time a Claimant is covered under the Plan (which may include more than one coverage) through the Plan with the Claims Administrator.

**Maintenance Therapy** means a Health Intervention after the patient has reached maximum rehabilitation potential or functional level and has shown no significant improvement for one to two weeks, and instruction in the maintenance program has been completed. This is particularly applicable to patients with chronic, stable conditions where skilled supervision/intervention is no longer required and further clinical improvement cannot reasonably be expected from continuous ongoing care. This includes but is not limited to:

• a general exercise program to promote overall fitness;
• ongoing treatment solely to improve endurance and fitness;
• passive exercise to maintain range of motion that can be carried out by non-skilled persons;
• programs to provide diversion or general motivation;
• therapy that is intended to maintain a gradual process of healing or to prevent deterioration or relapse of a chronic condition; or
• therapy that is supportive rather than corrective in nature.

**Medically Necessary** or **Medical Necessity** means health care services or products that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing or treating an illness or Injury or its symptoms in a manner that is:

• in accordance with generally accepted standards of medical practice in the United States;
• clinically appropriate in terms of type, frequency, extent, site, and duration;
• not primarily for the convenience of the patient, Physician, or other health care Provider; and
• covered under the Plan.

When a medical question-of-fact exists, Medical Necessity shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and that is known to be effective. For Health Interventions not yet in widespread use, the effectiveness shall be based on Scientific Evidence. For established Health Interventions, the effectiveness shall be based on first Scientific Evidence; then professional standards; and then expert opinion.

A HEALTH INTERVENTION MAY BE MEDICALLY INDICATED YET NOT BE A COVERED SERVICE UNDER THE PLAN OR OTHERWISE MEET THIS DEFINITION OF MEDICAL NECESSITY.

**Morbid Obesity** means a severe state of obesity, as defined in the Claims Administrator's published medical policies.

**Out-of-Network** means the benefit reimbursement level for services that are received from a Provider who does not have an effective participating contract with the Claims Administrator or one of the Claims Administrator's Affiliates to provide services and supplies to Claimants. Out-of-Network reimbursement is generally the lowest payment level of all categories, and You may be billed by the Provider for balances beyond any Copayment and/or Coinsurance for Covered Services.

**Participant** means an employee of the University of Utah Hospitals and Clinics who is eligible under the terms described in this Summary Plan Description, who has completed an enrollment form and is enrolled under this coverage.

**Physician** means an individual who is duly licensed to practice medicine and surgery in all of its branches or to practice as an osteopathic Physician and surgeon.

**Plan Participant** means an employee, member of an affiliated group, or surviving spouse who is eligible under the terms of the Plan, whose application is accepted by the Plan, and who is enrolled under this Plan.
PPACA means the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act. In accordance with PPACA, Preventive Care benefits of the Plan are covered in accordance with guidelines according to, and as recommended by, the United States Preventive Service Task Force (USPSTF), the Health Resources and Services Administration (HRSA), or by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC).

Practitioner means an individual who is duly licensed to provide medical or surgical services which are similar to those provided by Physicians. Practitioners include podiatrists, chiropractors, psychologists, certified and Health Plan credentialed nurse midwives, certified registered nurse anesthetists, physician assistants, nurse practitioners, dentists and other professionals practicing within the scope of his or her respective licenses.

Provider means a Hospital, Skilled Nursing Facility, ambulatory services facility, Physician, Practitioner or other individual or organization which is duly licensed to provide medical or surgical services.

Rehabilitation Facility means a facility or distinct part of a facility that is licensed as a Rehabilitation Facility by the state in which it is located and that provides an intensive, multidisciplinary approach to rehabilitation services under the direction and supervision of a Physician.

Scientific Evidence means scientific studies published in or accepted for publication by medical journals that meet nationally recognized requirements for scientific manuscripts and that submit most of their published articles for review by experts who are not part of the editorial staff; or findings, studies or research conducted by or under the auspices of federal government agencies and nationally recognized federal research institutes. However, Scientific Evidence shall not include published peer-reviewed literature sponsored to a significant extent by a pharmaceutical manufacturing company or medical device manufacturer or a single study without other supportable studies.

Skilled Nursing Facility means a facility or distinct part of a facility which is licensed by the state in which it is located as a nursing care facility and which provides skilled nursing services by or under the direction and supervision of a registered nurse.

Summary Plan Description (SPD) is a summary of the benefits provided by the Group Health Plan (GHP). A GHP with different benefit plan options may describe them in one SPD or in separate SPDs for each alternative benefit plan option.
General Plan Information

**EMPLOYER**
The University of Utah Hospitals and Clinics legal name and federal Employer Identification Number (EIN) are: University of Utah, on behalf of its University of Utah Hospitals and Clinics, EIN # 87-6000525

**PLAN NAME**
The name of the Plan is The University of Utah Hospitals and Clinics Employee Health Care Plan.

**PLAN YEAR**
The Plan year is the twelve month period beginning July 1 and ending on June 30.

**TYPE OF PLAN**
The Plan is commonly known as an employee welfare benefit plan. The Plan has been adopted to provide You certain benefits as described in this document.

**PLAN FUNDING**
Funding is derived first from the contributions made by the covered employees and then from general assets of The University of Utah Hospitals and Clinics. The level of Your contributions will be set by The University of Utah Hospitals and Clinics. Employee contributions will be used in funding the cost of the Plan as soon as practicable after they have been received.

**PLAN SPONSOR**
The University of Utah Hospitals and Clinics
50 N Medical Dr. 5A224
Salt Lake City, UT 84132
(801) 581-6500

**LEGAL PROCESS**
Address where a processor may serve legal process:

University of Utah Hospitals and Clinics General Counsel
201 President’s Circle, Room 309
Salt Lake City, UT 84112

**CLAIMS ADMINISTRATOR**
The University of Utah Hospitals and Clinics has contracted with a Claims Administrator to assist The University of Utah Hospitals and Clinics with claims adjudication. The Claims Administrator's name, address and telephone number are:

University Health Plans
PO Box 45180
Salt Lake City, Utah 84145
(888) 271-5870

**PLAN SPONSOR’S RIGHT TO TERMINATE**
The University of Utah Hospitals and Clinics reserves the right to amend or terminate this Plan in whole or in part, at any time, regardless of Your or Your Enrolled Dependent’s health or treatment status. Amendment or termination may result in modification or termination of Your coverage and/or the coverage of Your Enrolled Dependents. Covered Services and Allowed Amount incurred prior to the Plan’s amendment or termination will be paid as provided under the terms of the Plan as it existed at the time they were incurred.

**PLAN SPONSOR’S RIGHT TO INTERPRET THE PLAN**
The University of Utah Hospitals and Clinics reserves the right to interpret the Plan’s coverage and meaning in the exercise of its sole discretion.

UUIHSPPOSPD
UNIVERSITY OF UTAH HOSPITALS AND CLINICS, 10002211, EFFECTIVE January 1, 2015