



# **SUMMARY PLAN DESCRIPTION**

**For the**

**EPO MEDICAL PLAN**

**Sponsored by**

**UNIVERSITY OF KENTUCKY**

**Group Number(s): 714041**

**Division Number(s): 71404109, 71404110, 71404111, 71404112**

**Package ID(s): SFUK0003**

**Effective: July 1, 2008**

## **INTRODUCTION**

### **THE SUMMARY PLAN DESCRIPTION – YOUR HEALTH CARE PLAN GUIDE**

Welcome to *your employer*-sponsored health care plan (Plan) administered by Humana Insurance Company (Humana). *Your employer* has provided *you* with this *Summary Plan Description (SPD)*, which outlines *your* benefits, as well as *your* rights and responsibilities under this Plan.

This *SPD* is *your* guide to the benefits, provisions and programs offered by this Plan. Please read this *SPD* carefully, paying special attention to the “Schedule of Benefits”, “Medical Covered Expenses”, and “Limitations and Exclusions” sections to better understand how *your* benefits work. If *you* are unable to find the information *you* need, please contact Humana at the toll-free customer service number on *your* Humana Identification (ID) card or visit our website at [www.humana.com](http://www.humana.com).

This *SPD* presents an overview of *your* benefits. In the event of any discrepancy between this *SPD* and the official Plan Document, the Plan Document shall govern.

### **DEFINED TERMS**

Italicized terms throughout this *SPD* are defined in the Definitions section. An italicized word may have a different meaning in the context of this *SPD* than it does in general usage. Referring to the Definitions section as *you* read through this document will help *you* have a clearer understanding of this *SPD*.

### **PRIVACY**

Humana understands the importance of keeping *your protected health information* private. *Protected health information* includes both medical information and individually identifiable information, such as *your* name, address, telephone number or Social Security number. Humana is required by applicable federal law to maintain the privacy of *your protected health information*.

### **CONTACT INFORMATION**

#### **Customer Service, Precertification and Behavioral Health Telephone Numbers:**

Please refer to *your* Humana ID card for the applicable phone numbers.

#### **Claims Submittal Address:**

Humana Claims Office  
P.O. Box 14610  
Lexington, KY 40512-4610

#### **Claims Appeal Address:**

Humana Grievance and Appeals  
P.O. Box 14546  
Lexington, KY 40512-4546

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# **SECTION 1**

## **HEALTH RESOURCES AND PRECERTIFICATION**

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## HEALTH RESOURCES

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Health Resources is a comprehensive set of clinical programs and services available to help *covered persons* better understand their health care benefits and how to use them, navigate the health care system when they need it, understand treatment options and choices, reduce their costs and enhance the quality of life.

Each Health Resources program is tailored to meet different health care needs, from those that want to stay well when they are healthy, to those that are at risk for an illness, to those who are at chronic or acute stages of illness. Health Resources offer a wide range of assistance including online educational tools, interventions, health assessments and personal discussions with registered nurses.

Below is a brief description of this Plan's Health Resources programs. For additional information or questions regarding any of these programs, please contact the customer service telephone number on the back of *your* ID card.

### **MYHUMANA**

*MyHumana* is a personal, password-protected home page that provides information and tools to help *covered persons* make informed decisions. Log in to *MyHumana*, at [www.humana.com](http://www.humana.com), anytime to find a *participating provider*, look up benefits or check the status of a claim. *You* can also find shop-and-compare tools to help *you* choose *hospitals* and doctors, *prescription* drug information, a health encyclopedia, information on specific health conditions, financial tools to help with budgeting for health care and more.

### **HUMANA HEALTH ASSESSMENT**

The Health Assessment is a confidential, online lifestyle questionnaire located at *MyHumana* (accessible at [www.humana.com](http://www.humana.com)). Upon completion of the assessment, *you* will receive a customized health report that identifies health risks and provides steps *you* can take to gain more control of *your* health. Responses may also result in a referral to another Health Resources program.

### **PERSONAL NURSE®**

The *Personal Nurse*® program offers *covered persons* dealing with a condition or illness, following treatment plans, or needing continued guidance in reaching their long-term health goals, the opportunity to develop a long-term partnership with an experienced registered nurse. Personal Nurses provide both personalized education and guidance to resources to help *participants* better understand their condition or illness and effectively use their benefits. They also teach the benefits of wellness, prevention and disease avoidance, help identify roadblocks to improved health, motivate and support *participants'* efforts to meet goals and refer *participants* to other Health Resource programs that may meet their needs.

*Participants* will speak with the same Personal Nurse every time – whether the call is initiated by the nurse or the *covered person*. Personal Nurses work flexible hours and will provide *participants* with their direct telephone number. *Participants* can stay with their Personal Nurse for as long as they remain a member of this Plan.

## TRANSPLANT MANAGEMENT

The Transplant Management team provides hands-on support to *covered persons* in need of organ and tissue transplants. They guide *covered persons* to Humana's National Transplant Network (NTN), designed to control costs and deliver a superior transplant experience. They review coverage, coordinate benefits, facilitate services and follow the transplant recipient's progress from initial referral through treatment and recovery.

## UTILIZATION MANAGEMENT

Utilization management is designed to assist *covered persons* in making informed medical care decisions resulting in the delivery of appropriate levels of Plan benefits for each proposed course of treatment. These decisions are based on the medical information provided by the patient and the patient's physician. The patient and his or her physician determine the course of treatment. The assistance provided through these services does not constitute the practice of medicine. Payment of Plan benefits is not determined through these processes.

### Precertification and Concurrent Review

*Utilization review* may include *precertification* and *concurrent review*.

This provision will not provide benefits to cover a *confinement* or *service* which is not *medically necessary* or otherwise would not be covered under this Plan. *Precertification* is not a guarantee of coverage.

If *you* or *your covered dependent* are to receive a *service* which requires *precertification*, *you* or *your qualified practitioner* must contact Humana by telephone or in writing. Refer to the Precertification Requirements for time requirements.

After *you* or *your qualified practitioner* have provided Humana with *your* diagnosis and treatment plan, Humana will:

1. Advise *you* by telephone, electronically, or in writing if the proposed treatment plan is *medically necessary*; and
2. Conduct *concurrent review* as necessary.

If *your admission* is *precertified*, benefits are subject to all Plan provisions and are payable as shown on the Schedule of Benefits.

If it is determined at any time *your* proposed treatment plan, either partially or totally, is not a *covered expense* under the terms and provisions of this Plan, benefits for *services* may be reduced or *services* may not be covered.

### Penalty for Not Obtaining Precertification

If *you* do not obtain *precertification* for *services* being rendered, *your* benefits may be reduced. Refer to the Precertification Requirements for the applicable penalty.

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## HEALTH RESOURCES (continued)

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### CASE MANAGEMENT

The Case Management program provides a higher level of management and involvement for the seriously ill or injured who need intensive, hands-on support. Case Managers, averaging 18 years of experience in nursing, are there to provide condition-specific education, individual assessment, coordination of *services*, benefit plan guidance, communication with the patient's support system, personal support and counseling, and facilitation of discharge planning. Their goal is to contribute to the patient's sense of well-being, address their quality of life, ease the physical and emotional burdens associated with a major medical event and promote the most positive clinical outcomes possible.

*Participants* for Case Management are identified through a variety of methods, including referrals from other Health Resources programs and services (i.e. a *covered person* is referred to a Case Manager by their Personal Nurse).

Case Management is based on the individual's needs, and may include the following:

- Onsite nurse support at facilities with a high volume of Humana *admissions*;
- Telephone support for persons admitted to facilities where onsite coverage is not provided;
- Post-discharge follow-up for ongoing needs;
- Assistance in finding options and alternatives, such as community resources, social services, *Medicare/Medicaid*, pharmaceutical medication programs, etc.;
- Catastrophic Case Management that focuses on high-dollar, high-complexity, catastrophic type illnesses such as trauma, complex *surgery*, automobile *accidents* and burn injuries.

### TRANSITION OF CARE

Changing health care plans can be stressful, especially for those who are going through intense medical treatment, such as chemotherapy. Humana understands this and does not want to hinder progress or interfere with the doctor-patient relationship. The transition of care process helps *covered persons* make a smooth transition to Humana from their current health care plan with the least amount of disruption to their care.

### HUMANAFIRST

HumanaFirst is a 24-hour medical information line, staffed by Registered Nurses who are available to answer *your* health-related questions and help *you* decide where to best seek treatment. These nurses can be of service when *you* are thinking about taking *your* child to the *hospital* for a fever in the middle of the night or deciding if a reaction to a new medication is normal. They can also help with "how-to" questions, like how to change a bandage or how to prepare for lab tests.

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## HEALTH RESOURCES (continued)

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### DISEASE MANAGEMENT

Disease management programs have been developed to help *covered persons* manage specific chronic medical conditions. Nurses are available 24 hours a day to provide individual guidance through coaching, support and service coordination, to help lessen the day-to-day impact of chronic illnesses.

This Plan's disease management programs include:

- **Chronic Kidney Disease (CKD):** The CKD program focuses on high quality care and education on available treatment options, prevention and management of associated complications and the progression of renal disease. Health Service Coordinators, field-based, experienced nephrology nurses, guide *participants* through a 5-step process during the course of their treatment that includes a personal assessment of the patient's needs, a care plan developed with the patient's doctor, a nephrology referral, if necessary, a collection of clinical indicators and quarterly reports of outcomes.
- **Congestive Heart Failure:** This program focuses on those with moderate to severe heart failure and is delivered primarily through critical care nurses who assist *participants* through a combination of intervention, monitoring and education.
- **Coronary Artery Disease:** This program helps *participants* adhere to their physicians' prescription and treatment plan, monitor their health status for complications and decrease cardiovascular risks. Ongoing guidance and education is provided, focusing on clinical and behavioral issues such as high blood pressure, elevated lipid levels, smoking and lack of exercise. Specialized cardiac nurses are available to discuss issues and answer questions.
- **End Stage Renal Disease (ESRD):** The end-stage renal disease program provides case management designed to address quality-of-life issues of those with this condition. ESRD staff work closely with *participants*, local nephrologists and dialysis centers to coordinate services and monitor medical management.
- **Rare Diseases (Amyotrophic Lateral Sclerosis, or Lou Gehrig's Disease; Chronic Inflammatory Demyelinating Polyradiculoneuropathy Disease (CIDP); Cystic Fibrosis; Dermatomyositis; Hemophilia; Multiple Sclerosis; Myasthenia Gravis; Parkinson's Disease; Polymyositis; Rheumatoid Arthritis; Scleroderma; Sickle Cell Disease; and Systemic Lupus):** Through specific programs for each disease, *participants* receive information tailored to their individual situation. Each program addresses the individual's medical, educational and psychological needs by providing disease-specific online tools and resources, service coordination and education via telephone contact and access to specially trained nurses.

Specific programs may change at Humana's sole discretion. Some of the disease management programs may not be available in all areas.

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## HEALTH RESOURCES (continued)

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### **HUMANABEGINNINGS®**

The Humana*Beginnings*® program educates and guides expectant mothers to make the best choices to achieve a healthy pregnancy and, ultimately, a healthy baby. *Participants* are offered guidance by phone from the time Humana is notified of the pregnancy through baby's first months. Participation is not limited to those *covered persons* with high-risk pregnancies – it is designed as a resource for all expectant mothers covered under the Plan.

Humana*Beginnings*® includes:

- Education, support and encouragement toward healthy behaviors and decisions related to pregnancy, such as nutrition, exercise, smoking and depression screening. *Participants* learn more about their pregnancy, their baby's development and how to practice healthy habits during pregnancy.
- Educational materials, including a book and newsletters.
- Guidance for managing health concerns and complications.
- Awareness about premature birth. Women are educated about risk factors, preventive measures and the symptoms of preterm labor.
- Experienced registered nurses who specialize in prenatal care who can address questions and concerns.

A nurse reaches the expectant mother and begins discussions centered on her pregnancy and general health. They plan dates and times for future conversations and follow-up after delivery. Along with scheduled calls, the nurse is available as needed for contact throughout the pregnancy and the postpartum period.

*Covered persons* can enroll themselves at any time during their pregnancy, but are encouraged to enroll early in their pregnancy in order to get the most from the program. *Covered persons* can enroll in two ways:

- Online at *MyHumana* ([www.humana.com](http://www.humana.com)); or
- Calling toll-free 1-888-847-9960.

### **NEONATAL INTENSIVE CARE UNIT (NICU) SUPPORT**

Specialized Case Managers are there to support premature and sick newborns admitted to the Neonatal Intensive Care Unit (NICU). Intensive care may be required because of low birth weight, medical complications or a high risk for immediate health problems. These Case Managers work on-site to support parents with education and service coordination with the goal of sending the newborn home to a supportive, prepared environment with informed caregivers. Results show that *participants* in this voluntary program reduce a babies' length of stay in the *hospital*.

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## PRECERTIFICATION

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**NOTE:** The provisions in this section may not apply to transplant *services* or *bariatric services*. Please refer to the Transplant Services section and the Morbid Obesity section in the Schedule of Benefits for applicable *precertification* requirements and penalties.

Humana will provide *precertification* as required by this Plan. It is recommended that *you* call the toll-free *precertification* number on the back of *your* ID card as soon as possible to receive proper *precertification*.

Visit Humana's website at [www.humana.com](http://www.humana.com) or call the toll free customer service phone number on the back of *your* ID card to obtain a list of *services* that require *precertification*. This list is subject to change. Coverage provided in the past for *services* that did not receive or require *precertification*, is not a guarantee of future coverage of the same *services*.

Please follow the directions below when accessing Humana's website:

1. Go to Humana's website ([www.humana.com](http://www.humana.com));
2. Click on "Members";
3. Click on "Tools and Resources";
4. Click on "Preauthorization list" for a list of the *services* that require *precertification*.

### PRECERTIFICATION PENALTY

If *precertification* is not received, benefits will be reduced to 50% after any applicable *deductibles* or *copayments*.

Penalties do not apply to any applicable Plan *deductibles* or *out-of-pocket limits*.

### PREDETERMINATION OF BENEFITS

*You* or *your qualified practitioner* may submit a written request for a *predetermination of benefits*. The written request should contain the treatment plan, specific diagnostic and procedure codes, as well as the expected charges. Humana will provide a written response advising if the *services* are a *covered* or *non-covered expense* under this Plan, what the applicable Plan benefits are and if the expected charges are within the *maximum allowable fee*. The *predetermination of benefits* is not a guarantee of benefits. *Services* will be subject to all terms and provisions of this Plan applicable at the time treatment is provided.

If treatment is to commence more than 180 days after the date treatment is authorized, Humana will require *you* to submit another treatment plan.

**SECTION 2**

**MEDICAL BENEFITS**

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## UNDERSTANDING YOUR COVERAGE

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### PARTICIPATING AND NON-PARTICIPATING PROVIDERS

This Plan has two (3) levels of benefits –*participating provider* (UK Healthcare provider or *PAR provider*) benefits and *non-participating provider (Non-PAR provider)* benefits, payable as shown in the Schedule of Benefits section. *You* may select any provider to provide *your* medical care.

In most cases, if *you* receive *services* from a UK Healthcare Provider or a *PAR provider*, this Plan will pay a higher percentage of benefits and *you* will have lower out-of-pocket costs. *You* are responsible for any applicable *deductibles, coinsurance* amounts and/or *copayments*.

If *you* receive *services* from a *Non-PAR provider*, this Plan will pay benefits at a lower percentage and *you* will pay a larger share of the costs. Since *Non-PAR providers* do not have contractual arrangements with Humana to accept discounted or negotiated fees, they may bill *you* for charges in excess of the *maximum allowable fee*. *You* are responsible for charges in excess of the *maximum allowable fee* in addition to any applicable *deductibles, coinsurance* amounts and/or *copayments*. Any amount *you* pay to the provider in excess of *your coinsurance* or *copayment* will not apply to *your out-of-pocket limit* or *deductible*.

Not all *qualified practitioners* including pathologists, radiologists, anesthesiologists, and emergency room physicians who provide *services* at UK *hospitals* or *PAR hospitals* are UK *qualified practitioners* or *PAR qualified practitioners*. If *services* are provided to *you* by such *Non-PAR qualified practitioners* at a UK *hospitals* or *PAR hospital*, this Plan will pay for those *services* at the UK Healthcare provider or *PAR provider* benefit percentage and they may be subject to the *maximum allowable fee*. *Non-PAR qualified practitioners* may require payment from *you* for any amount not paid by this Plan. If possible, *you* may want to verify whether *services* are available from a UK *qualified practitioners* or *PAR qualified practitioner*.

In the event that a specific medical *service* cannot be provided by or through a UK Healthcare provider or *PAR provider*, a *covered person* is entitled to coverage for *medically necessary covered expenses* obtained through a *Non-PAR provider* when approved by this Plan on a case by case basis.

### PAR PROVIDER DIRECTORY

*Your employer* will automatically provide, without charge, information to *you* about how *you* can access a directory of UK Healthcare provider or *PAR providers* appropriate to *your* service area. An online directory of UK Healthcare provider or *PAR providers* is available to *you* and accessible via Humana's website at [www.humana.com](http://www.humana.com). This directory is subject to change. Due to the possibility of UK Healthcare provider or *PAR providers* changing status, please check the online directory of UK Healthcare provider or *PAR providers* prior to obtaining *services*. If *you* do not have access to the online directory, contact Humana at the customer service number on the back of *your* identification (ID) card prior to *services* being rendered or to request a directory.

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**UNDERSTANDING YOUR COVERAGE (continued)**

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**COVERED AND NON-COVERED EXPENSES**

Benefits are payable only if *services* are considered to be a *covered expense* and are subject to the specific conditions, limitations and applicable maximums of this Plan. The benefit payable for *covered expenses* will not exceed the *maximum allowable fee(s)*.

A *covered expense* is deemed to be incurred on the date a covered *service* is received.

If *you* incur non-covered expenses, whether from a UK Healthcare provider, *PAR provider* or a *Non-PAR provider*, *you* are responsible for making the full payment to the provider. The fact that a provider has performed or prescribed a medically appropriate procedure, treatment, or supply, or the fact that it may be the only available treatment for a *bodily injury* or *sickness*, does not mean that the procedure, treatment or supply is covered under this Plan.

Please refer to the "Schedule of Benefits", "Medical Covered Expenses" and the "Limitations and Exclusions" sections of this *Summary Plan Description* for more information about *covered expenses* and non-covered expenses.

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**SCHEDULE OF BENEFITS**

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**IMPORTANT INFORMATION ABOUT PLAN BENEFITS**

**Benefits and limits (i.e. visit or dollar limits) are per *plan year*, unless specifically stated otherwise.**

**When benefit limits apply (i.e. visit or dollar limits), UK Healthcare, *PAR* and *Non-PAR provider* benefits accumulate together, unless specifically stated otherwise.**

This schedule provides an overview of the Plan benefits. For a more detailed description of Plan benefits, refer to the “Medical Covered Expenses” section.

<b>DEDUCTIBLES, COINSURANCE, OUT-OF-POCKET LIMITS, LIFETIME MAXIMUM BENEFIT AND OFFICE VISIT COPAYMENTS</b>			
<b>BENEFIT FEATURES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Individual <i>Deductible</i>	Not applicable	Not applicable	Not applicable
Family <i>Deductible</i>	Not applicable	Not applicable	Not applicable
<i>Coinsurance</i>	The Plan pays 100%, <i>you</i> pay 0%.	The Plan pays 100%, <i>you</i> pay 0%.	Not covered
Individual <i>Out-of- Pocket Limit</i>	Not applicable	Not applicable	Not applicable
Family <i>Out-of-Pocket Limit</i>	Not applicable	Not applicable	Not applicable

**SCHEDULE OF BENEFITS (continued)**

**DEDUCTIBLES, COINSURANCE, OUT-OF-POCKET LIMITS,  
LIFETIME MAXIMUM BENEFIT AND OFFICE VISIT COPAYMENTS**

<b>BENEFIT FEATURES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Lifetime Maximum Benefit	Unlimited	Unlimited	Not covered
<i>Qualified Practitioner</i> Primary Care Physician (PCP) Office Visit Copayment	\$15	\$20	Not covered
<i>Qualified Practitioner</i> Specialist Office Visit Copayment	\$25	\$30	Not covered

Primary Care Physician (PCP) is defined as a family practice physician, pediatrician, doctor of internal medicine, general practitioner, nurse practitioner, physician assistant and registered nurse. A specialist would be all other *qualified practitioners*.

One *copayment* will be taken per visit per servicing provider, unless otherwise indicated in this Schedule.

**SCHEDULE OF BENEFITS (continued)**

<b>ROUTINE/PREVENTIVE CHILD CARE SERVICES BIRTH THROUGH AGE 18 (Services Received at a Clinic or Outpatient Facility)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Routine Child Care Examination (including routine vision and hearing screening when part of a <i>qualified practitioner</i> primary care physician examination)	100% after \$15 <i>copayment</i> per PCP visit or 100% after \$25 <i>copayment</i> per specialist visit	100% after \$20 <i>copayment</i> per PCP visit or 100% after \$30 <i>copayment</i> per specialist visit	Not covered
Routine Child Care Laboratory and X-ray	100%	100%	Not covered
Routine Child Care Immunizations	100%	100%	Not covered
Routine Child Care HPV Vaccine (i.e. Gardasil) (covered beginning at age 9)	Payable the same as routine child care immunizations	Payable the same as routine child care immunizations	Not covered
Routine Child Care Meningitis Vaccine	Payable the same as routine child care immunizations	Payable the same as routine child care immunizations	Not covered
Routine Child Care Flu/Pneumonia Injections	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>ROUTINE/PREVENTIVE ADULT CARE SERVICES AGE 19 AND OVER (Services Received at a Clinic or Outpatient Hospital)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Routine Adult Care Examination	100% after \$15 <i>copayment</i> per PCP visit or 100% after \$25 <i>copayment</i> per specialist visit	100% after \$20 <i>copayment</i> per PCP visit or 100% after \$30 <i>copayment</i> per specialist visit	Not covered
Routine Adult Care Laboratory and X-ray	100%	100%	Not covered
Routine Adult Care Immunizations	100%	100%	Not covered
HPV Vaccine (i.e. Gardasil),	Payable the same as routine adult care immunizations, covered through age 26	Not covered	Not covered
Shingles Vaccine (i.e. Zostavax)	Payable the same as routine adult care immunizations for <i>covered persons</i> age 60 and over	Payable the same as routine adult care immunizations for <i>covered persons</i> age 60 and over	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>ROUTINE/PREVENTIVE ADULT CARE SERVICES AGE 19 AND OVER (Services Received at a Clinic or Outpatient Hospital)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Routine Adult Care Meningitis Vaccine	Payable the same as routine adult care immunizations for <i>covered persons</i> through age 21	Payable the same as routine adult care immunizations for <i>covered persons</i> through age 21	Not covered
Routine Adult Care Flu/Pneumonia Injections	100%	100%	Not covered
Routine Adult Care Mammograms	100%	100%	Not covered
Routine Adult Care Pap Smears	100%	100%	Not covered
Routine Adult Care Colonoscopy, Proctosigmoidoscopy and Sigmoidoscopy Screenings (including related <i>services</i> ) (performed at an outpatient facility, <i>ambulatory surgical center</i> or clinic location)	100% after \$15 <i>copayment</i> per PCP visit or 100% after \$25 <i>copayment</i> per specialist visit	100% after \$20 <i>copayment</i> per PCP visit or 100% after \$30 <i>copayment</i> per specialist visit	Not covered

**SCHEDULE OF BENEFITS (continued)**

**ROUTINE/PREVENTIVE ADULT CARE SERVICES  
AGE 19 AND OVER  
(Services Received at a Clinic or Outpatient Hospital)**

<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Prostate Specific Antigen (PSA) Testing	100%	100%	Not covered
Physical Examination Visit Limits	1 visit per <i>covered person</i>		
Well Woman Examination Visit Limits	1 visit per <i>covered person</i>		

**SCHEDULE OF BENEFITS (continued)**

<b>ROUTINE HEARING SERVICES CHILDREN UNDER AGE 18 (Services Received at a Clinic or Outpatient Hospital)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Routine Hearing Examination and Testing	100% after \$15 <i>copayment</i> per PCP visit or 100% after \$25 <i>copayment</i> per specialist visit	100% after \$20 <i>copayment</i> per PCP visit or 100% after \$30 <i>copayment</i> per specialist visit	Not covered
Hearing Aids and Fitting	100%	100%	Not covered
Routine Hearing Examination and Testing Limits	<i>Covered person</i> under the age of 18		
Routine Hearing Aids and Fitting Limits	1 <i>hearing aid</i> per impaired ear up to \$1,400 every 36 months per <i>covered person</i> under the age of 18		

**SCHEDULE OF BENEFITS (continued)**

<b>QUALIFIED PRACTITIONER SERVICES (Other than <i>Qualified Practitioner Services</i> covered under the Routine / Preventive Care Benefits)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Diagnostic Office Examination at a Clinic, including Second Surgical Opinion – <i>Qualified Practitioner</i> Primary Care Physician	100% after \$15 <i>copayment</i> per visit	100% after \$20 <i>copayment</i> per visit	Not covered
Diagnostic Office Examination at a Clinic, including Second Surgical Opinion - Specialist	100% after \$25 <i>copayment</i> per visit	100% after \$30 <i>copayment</i> per visit	Not covered
If an office examination is billed from an outpatient location, the <i>services</i> will be payable the same as an office examination at a clinic.			
Diagnostic Laboratory and X-ray at a Clinic (other than <i>advanced imaging</i> )	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>QUALIFIED PRACTITIONER SERVICES (Other than <i>Qualified Practitioner Services</i> covered under the Routine / Preventive Care Benefits)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Independent Laboratory	Payable same as diagnostic lab and x-ray	Payable same as diagnostic lab and x-ray	Not covered
<i>Advanced Imaging</i> at a Clinic	100%	100%	Not covered
Allergy Testing at a Clinic	100%	100%	Not covered
Allergy Serum/Vials at a Clinic	100%	100%	Not covered
Allergy Injections at a Clinic	100%	100% after \$5 <i>copayment</i> per visit	Not covered
<i>Copayments</i> for allergy injections are applied per visit (highest <i>copayment</i> will apply).			
Injections at a Clinic (other than routine immunizations, HPV vaccine, meningitis vaccine, shingles vaccine, flu/pneumonia injections, contraceptive injections and allergy injections)	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>QUALIFIED PRACTITIONER SERVICES</b> <b>(Other than <i>Qualified Practitioner Services</i> covered under the Routine / Preventive Care Benefits)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Anesthesia at a Clinic	100%	100%	Not covered
<i>Surgery at a Clinic (including <i>Qualified Practitioner</i>, Assistant Surgeon and Physician Assistant)</i>	100%	100%	Not covered
Medical and Surgical Supplies	100%	100%	Not covered
Diabetic Counseling and Diabetic Nutritional Counseling ( <i>Diabetes Self-Management Training</i> ) (all places of service)	100%	100%	Not covered
<i>Diabetes Supplies</i>	Payable under the prescription drug benefits.	Payable under the prescription drug benefits.	Payable under the prescription drug benefits.

**SCHEDULE OF BENEFITS (continued)**

**DENTAL/ORAL SURGERIES COVERED UNDER THE  
MEDICAL PLAN**

<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Dental/Oral <i>Surgeries</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>

*Please refer to the Medical Covered Expenses section, Dental/Oral Surgeries Covered Under the Medical Plan, for a list of oral surgeries covered under this benefit.*

**FAMILY PLANNING**

<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Birth Control Pills and Patches	Payable under the prescription drug benefits	Payable under the prescription drug benefits	Payable under the prescription drug benefits
Contraceptive Devices (i.e. IUD; Diaphragms)	100%	100%	Not covered
Contraceptive Injections	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>FAMILY PLANNING</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Contraceptive Implant Systems (i.e. Norplant) – Insertion and Removal	100%	100%	Not covered
Sterilization	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered
Life Threatening Abortions	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered

<b>MATERNITY (Normal, C-Section and Complications)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Inpatient <i>Hospital</i> Room and Board and Ancillary Facility <i>Services</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered
Birthing Center Room and Board and Ancillary <i>Services</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>MATERNITY (Normal, C-Section and Complications)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Qualified Practitioner Services</i> (Office visit <i>copayment</i> will apply to the initial maternity visit only.)	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered
<i>Dependent Daughter Maternity</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered
Newborn Inpatient <i>Qualified Practitioner Services</i>	100%	100%	Not covered
Newborn Inpatient Facility <i>Services</i>	100% The newborn deductible and <i>copayment</i> will be waived for facility <i>services</i>	100% The newborn deductible and <i>copayment</i> will be waived for facility <i>services</i>	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>INPATIENT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Inpatient <i>Hospital Room and Board and Ancillary Facility Services</i>	100% after \$300 <i>copayment</i> per admission  <i>Participants will not be responsible for more than two (2) inpatient copayments per plan year.</i>	100% after \$400 <i>copayment</i> per admission  <i>Participants will not be responsible for more than two (2) inpatient copayments per plan year.</i>	Not covered
<i>Qualified Practitioner</i> Inpatient Hospital Visit	100%	100%	Not covered
<i>Qualified Practitioner</i> Inpatient Surgery and Anesthesia	100%	100%	Not covered
<i>Qualified Practitioner</i> Inpatient Pathology and Radiology	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>SKILLED NURSING SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Skilled Nursing Facility and Ancillary Services	100%	100%	Not covered
Skilled Nursing Facility Yearly Limits	100 day(s) per covered person		
Skilled Nursing <i>Qualified Practitioner</i> Visit	100%	100%	Not covered

<b>OUTPATIENT AND AMBULATORY SURGICAL CENTER SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Ambulatory Surgical Center</i> Facility Services	100% after \$100 copayment per visit	100% after \$100 copayment per visit	Not covered
<i>Ambulatory Surgical Center</i> Ancillary Services	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>OUTPATIENT AND AMBULATORY SURGICAL CENTER SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Outpatient <i>Hospital Facility Surgical Services</i>	100% after \$100 <i>copayment</i> per visit	100% after \$100 <i>copayment</i> per visit	Not covered
Outpatient <i>Hospital Facility Non-Surgical Services</i> (i.e. clinic facility <i>services</i> ; observation)	100%	100%	Not covered
Outpatient <i>Hospital Surgical and Non-Surgical Ancillary Services</i> (i.e. supplies; medication; anesthesia)	100%	100%	Not covered
Outpatient <i>Hospital Facility Diagnostic Laboratory and X-ray</i> (other than <i>advanced imaging</i> )	100%	100%	Not covered
Outpatient <i>Hospital Facility Advanced Imaging</i>	100%	100%	Not covered
Outpatient <i>Hospital and Ambulatory Surgical Center Qualified Practitioner Visit</i>	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>OUTPATIENT AND AMBULATORY SURGICAL CENTER SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Outpatient <i>Hospital and Ambulatory Surgical Center Surgery</i> (including surgeon; assistant surgeon; and physician assistant) and Anesthesia	100%	100%	Not covered
Outpatient <i>Hospital and Ambulatory Surgical Center Pathology and Radiology</i>	100%	100%	Not covered

<b>EMERGENCY AND URGENT CARE SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Emergency Room Facility <i>Services</i> (true <i>emergency</i> )  If a <i>copayment</i> applies and <i>you</i> are admitted to the <i>hospital</i> , the <i>copayment</i> will be waived.	100% after \$75 <i>copayment</i> per visit	Payable the same as UK Healthcare Provider Benefit	Payable the same as UK Healthcare Provider Benefit

**SCHEDULE OF BENEFITS (continued)**

<b>EMERGENCY AND URGENT CARE SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Emergency Room Ancillary <i>Services</i> (i.e. laboratory; x-ray; supplies) (true <i>emergency</i> )	100%	Payable the same as UK Healthcare Provider Benefit	Payable the same as UK Healthcare Provider Benefit
Emergency Room Physician (true <i>emergency</i> )	100%	Payable the same as UK Healthcare Provider Benefit	Payable the same as UK Healthcare Provider Benefit
Emergency Room Physician Ancillary <i>Services</i> (including Radiologist, Pathologist, Anesthesiologist and ancillary <i>services</i> billed by an Emergency Room Physician) (true <i>emergency</i> )	100%	Payable the same as UK Healthcare Provider Benefit	Payable the same as UK Healthcare Provider Benefit
Emergency Room Facility <i>Services</i> (non-emergency)  If a <i>copayment</i> applies and <i>you</i> are admitted to the <i>hospital</i> , the <i>copayment</i> will be waived.	100% after \$75 <i>copayment</i> per visit	Payable the same as UK Healthcare Provider Benefit	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>EMERGENCY AND URGENT CARE SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Emergency Room Ancillary <i>Services</i> (i.e. laboratory; x-ray; supplies) (non-emergency)	100%	Payable the same as UK Healthcare Provider Benefit	Not covered
Emergency Room Physician Visit (non-emergency)	100%	Payable the same as UK Healthcare Provider Benefit	Not covered
Emergency Room Physician Ancillary <i>Services</i> (including Radiologist, Pathologist, Anesthesiologist and ancillary <i>services</i> billed by an Emergency Room Physician) (non-emergency)	100%	Payable the same as UK Healthcare Provider Benefit	Not covered
Urgent Care Center (facility and ancillary <i>services</i> )  If a <i>copayment</i> applies, only one <i>copayment</i> will be taken per day.	100% after \$25 <i>copayment</i> per visit	100% after \$30 <i>copayment</i> per visit	Not covered

**SCHEDULE OF BENEFITS (continued)**

**EMERGENCY AND URGENT CARE SERVICES**

<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Urgent Care <i>Qualified Practitioner</i>	100% after \$25 <i>copayment</i> per visit	100% after \$30 <i>copayment</i> per visit	Not covered

**HOSPICE SERVICES**

<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Hospice Inpatient Room and Board and Ancillary Services	100%	100%	Not covered
Hospice Outpatient (including hospice home visits)	100%	100%	Not covered
Hospice <i>Qualified Practitioner</i> Visit	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>HOME HEALTH CARE SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Home Health Care <i>Services</i>	100%	100%	Not covered
Home Health Care Yearly Limits	100 visit(s) per <i>covered person</i>		
<p>Home therapy benefits will be reimbursed under the home health care benefit.</p> <p>If therapies are done in the home (such as physical or occupational therapy), these therapy <i>services</i> will apply to the home health care limits.</p> <p>If therapies and home health visits are done on the same day the <i>services</i> will track as one visit per day.</p>			
Home Health Care Ancillary <i>Services</i> (excluding <i>durable medical equipment</i> , prosthetics and private duty nursing)	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>DURABLE MEDICAL EQUIPMENT (DME)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Durable Medical Equipment (DME)</i>	80% up to a maximum of \$400 then payable at 100%	80% up to a maximum of \$400 then payable at 100%	Not covered
<i>Durable Medical Equipment Limits</i>	\$400 per covered person The <i>durable medical equipment</i> , prosthesis and <i>orthotic</i> limits are combined.		
<i>Prosthesis and Orthotics</i>	80% up to a maximum of \$400 then payable at 100%	80% up to a maximum of \$400 then payable at 100%	Not covered
<i>Prosthesis and Orthotics Limits</i>	\$400 per covered person The <i>durable medical equipment</i> , prosthesis and <i>orthotic</i> limits are combined.		
Wigs for cancer patients with hair loss resulting from chemotherapy and/or radiation therapy	100%	100%	100%
Wig Dollar Limit	\$500 per covered person		

**SCHEDULE OF BENEFITS (continued)**

<b>AMBULANCE SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Ground <i>Ambulance</i>	100%	Payable the same as UK Healthcare Provider Benefit	Payable the same as UK Healthcare Provider Benefit
Air <i>Ambulance</i>	100%	Payable the same as UK Healthcare Provider Benefit	Payable the same as UK Healthcare Provider Benefit

<b>MORBID OBESITY SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<p><b>Precertification:</b></p> <p>Humana must be notified prior to receiving <i>bariatric services</i>. If <i>precertification</i> is not received, benefits will not be covered.</p>			
<p>The following <i>services</i> will be covered under the <i>morbid obesity</i> benefit: examinations/<i>qualified practitioner</i> visits; laboratory and x-ray and other diagnostic testing; inpatient facility <i>services</i>; outpatient facility <i>services</i>; <i>bariatric surgery</i>.</p>			

**SCHEDULE OF BENEFITS (continued)**

<b>MORBID OBESITY SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Morbid Obesity Surgical Services</i> (defined as all inpatient <i>admissions</i> both surgical and non-surgical, <i>surgeries</i> and <i>anesthesia services</i> with an obesity diagnosis)	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered
<i>Morbid Obesity Non-Surgical Services</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered

<b>TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Temporomandibular Joint Dysfunction (TMJ)	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered
Temporomandibular Joint Dysfunction (TMJ) Splint/Appliances	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>DENTAL INJURY SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Dental Injuries</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>
<i>Please see the Medical Covered Expenses section, Dental Injury Services, for benefit details.</i>			

<b>THERAPY SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Therapy <i>copayments</i> apply to therapy <i>services</i> , regardless of provider specialty (for example, if a Podiatrist is performing physical therapy, the physical therapy <i>copayment</i> will apply).			
Chiropractic Examinations	100% after \$25 <i>copayment</i> per visit	100% after \$30 <i>copayment</i> per visit	Not covered
Chiropractic Laboratory and X-ray	100%	100%	Not covered
Chiropractic Manipulations	100% after \$25 <i>copayment</i> per visit	100% after \$30 <i>copayment</i> per visit	Not covered
Chiropractic Therapy	100% after \$25 <i>copayment</i> per visit	100% after \$30 <i>copayment</i> per visit	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>THERAPY SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Chiropractic Limits	20 visit(s) per <i>covered person</i> .  The visit limit applies to the following chiropractic benefits: office visit; manipulations.		
If <i>copayments</i> apply to multiple chiropractic <i>services</i> , one <i>copayment</i> will apply per day per servicing provider.			
Physical therapy when provided or ordered by a chiropractor, will deplete the chiropractic limits.			
Physical Therapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered
Occupational Therapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered
Speech Therapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered
Cognitive Therapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered
Hydro Therapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>THERAPY SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
If <i>copayments</i> apply to multiple therapy <i>services</i> , one <i>copayment</i> will apply per day per servicing provider.			
Therapy Limits	30 visit(s) per <i>covered person</i>		
Physical, occupational, speech, cognitive, hydro and acupuncture therapies are combined and track toward the Therapy Limits. Chiropractic <i>services</i> track toward the Chiropractic Limits.			
Acupuncture	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	<del>100% after \$25 <i>copayment</i> per visit</del>
Respiratory Therapy and Pulmonary Therapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered
Vision Therapy (eye exercises to strengthen the muscles of the eye) (Clinic and Outpatient)	Not covered	Not covered	Not covered

Deleted: Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>THERAPY SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Chemotherapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered
Radiation Therapy (Clinic and Outpatient)	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered
Cardiac Rehabilitation (Phase II)  Phase I is covered under the inpatient facility benefits.  Phase III, an unsupervised exercise program, is not covered.	100% after \$20 <i>copayment</i> per visit	100% after \$25 <i>copayment</i> per visit	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>TRANSPLANT SERVICES</b>			
<i>Precertification is required, if precertification is not received, organ transplant services will not be covered.</i>			
<b>MEDICAL SERVICES</b>	<b>HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY OR UK HEALTHCARE FACILITY BENEFIT (Payable at the PAR Provider Benefit Level)</b>	<b>HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY (Payable at the PAR Provider Benefit Level)</b>	<b>NON-HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY (Payable at the Non-PAR Provider Benefit Level)</b>
Organ Transplant Medical Services	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>
Non-Medical Services - Lodging	100%	100%	Not covered
Non-Medical Services - Transportation	100%	100%	Not covered
Organ Transplant Medical Services Limits	No limits apply	No limits apply	\$35,000 per <i>covered person</i> per covered transplant
Non-Medical Services - Lodging Limits	\$10,000 per <i>covered person</i> per covered transplant	\$10,000 per <i>covered person</i> per covered transplant	Not applicable – lodging is not covered for a Non-Humana National Transplant Network provider

**SCHEDULE OF BENEFITS (continued)**

<b>TRANSPLANT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY OR UK HEALTHCARE FACILITY BENEFIT (Payable at the PAR Provider Benefit Level)</b>	<b>HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY (Payable at the PAR Provider Benefit Level)</b>	<b>NON-HUMANA NATIONAL TRANSPLANT NETWORK (NTN) FACILITY (Payable at the Non-PAR Provider Benefit Level)</b>
Non-Medical Services - Transportation Limits	\$10,000 per <i>covered person</i> per covered transplant	\$10,000 per <i>covered person</i> per covered transplant	Not applicable – transportation is not covered for a Non-Humana National Transplant Network provider
Lodging and transportation limits are combined.			
<p><i>Covered expenses</i> for organ transplants performed at a Humana National Transplant Network facility will aggregate toward the Plan <i>out-of-pocket limits</i>. <i>Covered expenses</i> for organ transplants performed at a facility other than a Humana National Transplant Network facility do not aggregate toward the Plan <i>out-of-pocket limits</i>.</p>			

**SCHEDULE OF BENEFITS (continued)**

<b>MENTAL HEALTH INPATIENT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Inpatient Mental Health Room and Board and Ancillary Services</i>	100% after \$300 <i>copayment</i> per admission	100% after \$400 <i>copayment</i> per admission	Not covered
<i>Inpatient Mental Health Professional Services</i>	100%	100%	Not covered
<i>Mental Health Partial Hospitalization</i>  Two (2) days of <i>partial hospitalization</i> equals one (1) inpatient day	100%	100%	Not covered
<i>Mental Health Residential Treatment Facility Services</i>	Not covered	Not covered	Not covered
<i>Mental Health Half-way House Services</i>	Not covered	Not covered	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>MENTAL HEALTH INPATIENT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Inpatient <i>Mental Health</i> Yearly Limits	31 day(s) per <i>covered person</i>		
Inpatient <i>mental health</i> and <i>substance abuse</i> limits are combined.			
The inpatient <i>mental health coinsurance</i> amounts will not reduce the Plan <i>out-of-pocket limits</i> . The inpatient <i>mental health</i> benefits will reduce the Plan lifetime maximum benefit.			

<b>MENTAL HEALTH CLINIC AND OUTPATIENT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Mental Health Therapy Services</i> (Clinic and Outpatient)	70%	70%	Not covered
Diagnostic Examination (Clinic)	70%	70%	Not covered
Laboratory and X-ray (Clinic and Outpatient)	100%	100%	Not covered

**SCHEDULE OF BENEFITS (continued)**

<b>MENTAL HEALTH CLINIC AND OUTPATIENT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Clinic and Outpatient <i>Mental Health</i> Yearly Limits	20 visit(s) per <i>covered person</i>		
<b>Clinic and outpatient <i>mental health</i> and <i>substance abuse</i> limits are combined.</b>			
The outpatient <i>mental health coinsurance</i> amounts will not reduce the Plan <i>out-of-pocket limits</i> . The outpatient <i>mental health</i> benefits will reduce the Plan lifetime maximum.			

<b>SUBSTANCE ABUSE INPATIENT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Inpatient <i>Substance Abuse</i> Room and Board and Ancillary <i>Services</i>	100% after \$300 <i>copayment</i> per admission	100% after \$400 <i>copayment</i> per admission	Not covered
Inpatient <i>Substance Abuse</i> Professional <i>Services</i>	100%	100%	Not covered

**SUBSTANCE ABUSE INPATIENT SERVICES**

<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Substance Abuse Partial Hospitalization</i>  Two (2) days of <i>partial hospitalization</i> equals one (1) inpatient day	100%	100%	Not covered
<i>Substance Abuse Residential Treatment Facility Services</i>	Not covered	Not covered	Not covered
<i>Substance Abuse Half-way House Services</i>	Not covered	Not covered	Not covered
Inpatient <i>Substance Abuse</i> Yearly Limits	31 day(s) per <i>covered person</i>		
<b>Inpatient <i>mental health</i> and <i>substance abuse</i> limits are combined.</b>			
The inpatient <i>substance abuse coinsurance</i> amounts will not reduce the Plan <i>out-of-pocket limits</i> .  The inpatient <i>substance abuse</i> benefits will reduce the Plan lifetime maximum benefit.			

**SCHEDULE OF BENEFITS (continued)**

<b>SUBSTANCE ABUSE CLINIC AND OUTPATIENT SERVICES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Substance Abuse Therapy Services (Clinic and Outpatient)</i>	70%	70%	Not covered
Diagnostic Examination (Clinic)	70%	70%	Not covered
Laboratory and X-ray (Clinic and Outpatient)	100%	100%	Not covered
Clinic and Outpatient <i>Substance Abuse</i> Yearly Limits	20 visit(s) per <i>covered person</i>		
<b>Clinic and outpatient <i>mental health</i> and <i>substance abuse</i> limits are combined.</b>			
The clinic and outpatient <i>substance abuse coinsurance</i> amounts will not reduce the Plan <i>out-of-pocket limits</i> .			
The clinic and outpatient <i>substance abuse</i> benefits will reduce the Plan lifetime maximum benefit.			

**SCHEDULE OF BENEFITS (continued)**

<b>AUTISM SERVICES (AGES 2-21)</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
<i>Autism Services (Ages 2-21)</i>	Benefits payable are applicable to <i>service</i> provided	Benefits payable are applicable to <i>service</i> provided	Benefits payable are applicable to <i>service</i> provided
<i>Autism Services Monthly Limits</i>	\$500 per <i>covered person</i>		

<b>OTHER COVERED EXPENSES</b>			
<b>MEDICAL SERVICES</b>	<b>UK HEALTHCARE PROVIDER BENEFIT</b>	<b>PAR PROVIDER BENEFIT</b>	<b>NON-PAR PROVIDER BENEFIT</b>
Other Covered Expenses	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>	Payable the same as any other <i>sickness</i>

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## MEDICAL COVERED EXPENSES

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### HOW BENEFITS PAY

This Plan may require *you* to satisfy *deductible(s)* before this Plan begins to share the cost of most medical *services*. If a *deductible* is required to be met before benefits are payable under this Plan, when it is satisfied, this Plan will share the cost of *covered expenses* at the *coinsurance* percentage until *you* have reached any applicable *out-of-pocket limit*. After *you* have met the *out-of-pocket limit*, if any, this Plan will pay *covered expenses* at 100% for the rest of the *plan year*, subject to the *maximum allowable fee(s)*, any *maximum benefits* and all other terms, provisions, limitations and exclusions of this Plan. Any applicable *deductible*, *coinsurance* and out-of-pocket amounts, medical *services* and medical *service* limits are stated on the Schedule of Benefits.

### DEDUCTIBLE

A *deductible* is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per *plan year* before this Plan pays benefits for certain specified *services*. Only charges which qualify as a *covered expense* may be used to satisfy the *deductible*. *Copayments* do not apply toward the *deductible*. The individual and family *deductible* amounts are stated on the Schedule of Benefits.

The individual *deductible* applies to each *covered person* each *plan year*. Once a *covered person* meets their individual *deductible*, this Plan will begin to pay benefits for that *covered person*.

The family *deductible* is the total *deductible* applied to all *covered persons* in one family in a *plan year*. Once *you* and/or *your* covered *dependents* meet the family *deductible*, any remaining *deductible* for a *covered person* in the family will be waived for that year. This Plan will begin to pay benefits for all *covered persons* in the family.

If *you* and/or *your* covered *dependents* use a combination of UK Healthcare and *PAR providers*, the UK Healthcare and *PAR deductibles* will reduce each other, but the UK Healthcare and *PAR deductible* will not reduce the *Non-PAR deductible*.

### COINSURANCE

*Coinsurance* means the shared financial responsibility for *covered expenses* between the *covered person* and this Plan.

*Covered expenses* are payable at the applicable *coinsurance* percentage rate shown on the Schedule of Benefits after the *deductible*, if any, is satisfied each *plan year*, subject to any *plan year* maximums and the lifetime maximum of this Plan.

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## MEDICAL COVERED EXPENSES (continued)

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### OUT-OF-POCKET LIMIT

An *out-of-pocket limit* is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per *plan year* before a benefit percentage will be increased. The individual and family *out-of-pocket limits* are stated on the Schedule of Benefits.

Once a *covered person* satisfies the separate individual *deductible* and *out-of-pocket limits*, this Plan will pay 100% of *covered expenses* for the remainder of the *plan year* for that *covered person*, unless specifically indicated, subject to any *plan year* maximums and the lifetime maximum of this Plan.

Once *you* and/or *your* covered *dependents* satisfy the separate family *deductible* and *out-of-pocket limits*, this Plan will pay 100% of *covered expenses* for the remainder of the *plan year* for the family, unless specifically indicated, subject to any *plan year* maximums and the lifetime maximum of this Plan.

If *you* and/or *your* covered *dependents* use a combination of UK Healthcare, *PAR* and *Non-PAR providers*, the *Non-PAR out-of-pocket limit* will reduce the UK Healthcare and *PAR out-of-pocket limits*, but the UK Healthcare and *PAR out-of-pocket limits* will not reduce the *Non-PAR out-of-pocket limit*.

Penalties, *copayments*, *mental health services*, *substance abuse services* and expenses for transplant *services* received at a Non-Humana National Transplant Network (NTN) do not apply to the *out-of-pocket limits*.

### LIFETIME MAXIMUM BENEFIT

Lifetime maximum means the maximum amount of benefits available while *you* are covered under this Plan. The lifetime maximum benefit is stated on the Schedule of Benefits. Under no circumstances does lifetime mean during the lifetime of the *covered person*. Unless specifically indicated, the lifetime maximum applies to all benefits payable under this Plan.

### ROUTINE/PREVENTIVE CHILD CARE SERVICES

Routine/preventive child care *services* are payable as shown on the Schedule of Benefits, if *your* covered *dependent* are not *confined* in a *hospital* or *qualified treatment facility*, and if such expenses are not incurred for diagnosis of a specific *bodily injury* or *sickness*.

The exclusion for *services* which are not *medically necessary* does not apply to routine/preventive care *services*.

No benefits are payable under this routine/preventive care benefit for a medical examination for a *bodily injury* or *sickness*, a medical examination caused by or resulting from pregnancy, or a dental examination.

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**MEDICAL COVERED EXPENSES (continued)**

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**ROUTINE/PREVENTIVE ADULT CARE SERVICES**

Routine/preventive adult care *services* are payable as shown on the Schedule of Benefits, if *you* or *your* covered *dependent* are not *confined* in a *hospital* or *qualified treatment facility*, and if such expenses are not incurred for diagnosis of a specific *bodily injury* or *sickness*.

The exclusion for *services* which are not *medically necessary* does not apply to routine/preventive care *services*.

No benefits are payable under this routine/preventive care benefit for a medical examination for a *bodily injury* or *sickness*, a medical examination caused by or resulting from pregnancy, or a dental examination.

**ROUTINE HEARING SERVICES**

Routine hearing *services* are payable as shown on the Schedule of Benefits.

Coverage for *hearing aids* and related *services* for children under age 18, to a maximum of \$1,400 limit per *hearing aid*, per hearing impaired ear, once every 36 months.

The exclusion for *services* which are not *medically necessary* does not apply to routine hearing *services*.

No benefits are payable under this routine hearing benefit for repair, maintenance or supplies for hearing aids, a medical examination for a *bodily injury* or *sickness*, or medical and/or surgical treatment of the ear.

**QUALIFIED PRACTITIONER SERVICES**

*Qualified practitioner services* are payable as shown on the Schedule of Benefits.

**Second Surgical Opinion**

If *you* obtain a second surgical opinion, the *qualified practitioners* providing the surgical opinions MUST NOT be in the same group practice or clinic. If the two opinions disagree, *you* may obtain a third opinion. Benefits for the third opinion are payable the same as for the second opinion. The *qualified practitioner* providing the second or third surgical opinion may confirm the need for *surgery* or present other treatment options. The decision whether or not to have the *surgery* is always *yours*.

**Multiple Surgical Procedures**

If multiple or bilateral surgical procedures are performed at one operative session, the amount payable for these procedures will be limited to the *maximum allowable fee* for the primary surgical procedure and:

- a. 50% of the *maximum allowable fee* for the secondary procedure; and
- b. 25% of the *maximum allowable fee* for the third and subsequent procedures.

No benefits will be payable for incidental procedures.

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**MEDICAL COVERED EXPENSES (continued)**

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**Assistant Surgeon**

Assistant surgeon benefits are payable at 20% of the *maximum allowable fee* allowed for the primary surgeon.

**Physician Assistant**

Physician assistant benefits are payable at 20% of the *maximum allowable fee* allowed for the primary surgeon.

**DENTAL/ORAL SURGERIES COVERED UNDER THE MEDICAL PLAN**

Oral surgical operations due to a *bodily injury* or *sickness* are payable as shown on the Schedule of Benefits and include the following procedures:

1. Excision of partially or completely unerupted impacted teeth;
2. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when such conditions require pathological examination;
3. Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
4. Reduction of fractures and dislocations of the jaw;
5. External incision and drainage of cellulites;
6. Incision of accessory sinuses, salivary glands or ducts;
7. Frenectomy (the cutting of the tissue in the midline of the tongue).

**FAMILY PLANNING**

Family planning *services* are payable as shown on the Schedule of Benefits.

The exclusion for *services* which are not *medically necessary* does not apply to family planning *services*, except life-threatening abortions.

**MATERNITY**

Maternity *services*, including normal maternity, c-section and complications, are payable as shown on the Schedule of Benefits.

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## MEDICAL COVERED EXPENSES (continued)

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Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any *hospital* length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans may not, under Federal law, require that a provider obtain authorization from the Plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### Newborns

*Covered expenses* incurred during a newborn child's initial inpatient *hospital confinement* include *hospital* expenses for nursery room and board and miscellaneous *services*, *qualified practitioner's* expenses for circumcision and *qualified practitioner's* expenses for routine examination before release from the *hospital*. *Covered expenses* also include *services* for the treatment of a *bodily injury* or *sickness*, care or treatment for premature birth and medically diagnosed birth defects and abnormalities.

Please refer to the Eligibility and Effective Date of Coverage section regarding newborn eligibility and enrollment.

### Birthing Centers

A birthing center is a free standing facility, licensed by the state, which provides prenatal care, delivery, immediate postpartum care and care of the newborn child. *Services* are payable when incurred within 48 hours after *confinement* in a birthing center for *services* and supplies furnished for prenatal care and delivery.

### INPATIENT HOSPITAL

Inpatient *hospital services* are payable as shown on the Schedule of Benefits, and include charges made by a *hospital* for daily semi-private, ward, intensive care or coronary care room and board charges for each day of *confinement* and *services* furnished for *your* treatment during *confinement*. Benefits for a private or single-bed room are limited to the *maximum allowable fee* charged for a semi-private room in the *hospital* while a registered bed patient.

### SKILLED NURSING FACILITY

*Expenses incurred* for daily room and board and general nursing *services* for each day of *confinement* in a skilled nursing facility are payable as shown on the Schedule of Benefits. The daily rate will not exceed the maximum daily rate established for licensed skilled nursing care facilities by the Department of Health and Social Services.

*Covered expenses* for a skilled nursing facility *confinement* are payable when the *confinement*:

1. Begins while *you* or an eligible *dependent* are covered under this Plan;
2. Begins after discharge from a *hospital confinement* or a prior covered skilled nursing facility *confinement*;

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**MEDICAL COVERED EXPENSES (continued)**

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3. Is necessary for care or treatment of the same *bodily injury* or *sickness* which caused the prior *confinement*; and
4. Occurs while *you* or an eligible *dependent* are under the regular care of a physician.

Skilled nursing facility means only an institution licensed as a skilled nursing facility and lawfully operated in the jurisdiction where located. It must maintain and provide:

1. Permanent and full-time bed care facilities for resident patients;
2. A physician's *services* available at all times;
3. 24-hour-a-day skilled nursing *services* under the full-time supervision of a physician or registered nurse (R.N.);
4. A daily record for each patient;
5. Continuous skilled nursing care for sick or injured persons during their convalescence from *sickness* or *bodily injury*; and
6. A utilization review plan.

A skilled nursing facility is not except by incident, a rest home, a home for care of the aged, or engaged in the care and treatment of *mental health* or *substance abuse*.

**OUTPATIENT AND AMBULATORY SURGICAL CENTER**

Outpatient facility and *ambulatory surgical center services* are payable as shown on the Schedule of Benefits.

**EMERGENCY AND URGENT CARE SERVICES**

*Emergency* and urgent care *services* are payable as shown on the Schedule of Benefits.

**HOSPICE SERVICES**

Hospice *services* are payable as shown on the Schedule of Benefits, and must be furnished in a hospice facility or in *your* home. A *qualified practitioner* must certify *you* are terminally ill with a life expectancy of six months or less.

For hospice *services* only, *your* immediate family is considered to be *your* parent, spouse, children or step-children.

*Covered expenses* are payable for the following hospice *services*:

1. Room and board and other *services* and supplies;

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**MEDICAL COVERED EXPENSES (continued)**

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2. Part-time nursing care by, or supervised by, a registered nurse for up to 8 hours per day;
3. Counseling *services* by a *qualified practitioner* for the hospice patient and the immediate family;
4. Medical social *services* provided to *you* or *your* immediate family under the direction of a *qualified practitioner*, which include the following:
  - a. Assessment of social, emotional and medical needs, and the home and family situation;
  - b. Identification of the community resources available; and
  - c. Assistance in obtaining those resources;
5. Nutritional counseling;
6. Physical or occupational therapy;
7. Part-time home health aide service for up to 8 hours in any one day;
8. Medical supplies, drugs and medicines prescribed by a *qualified practitioner*.

Hospice care benefits do NOT include:

1. Private duty nursing *services* when *confined* in a hospice facility;
2. A *confinement* not required for pain control or other acute chronic symptom management;
3. Funeral arrangements;
4. Financial or legal counseling, including estate planning or drafting of a will;
5. Homemaker or caretaker *services*, including a sitter or companion *services*;
6. Housecleaning and household maintenance;
7. *Services* of a social worker other than a licensed clinical social worker;
8. *Services* by volunteers or persons who do not regularly charge for their *services*; or
9. *Services* by a licensed pastoral counselor to a member of his or her congregation when *services* are in the course of the duties to which he or she is called as a pastor or minister.

Hospice care program means a written plan of hospice care, established and reviewed by the *qualified practitioner* attending the patient and the hospice care agency, for providing palliative and supportive care to hospice patients. It offers supportive care to the families of hospice patients, an assessment of the hospice patient's medical and social needs, and a description of the care to meet those needs.

Hospice facility means a licensed facility or part of a facility which principally provides hospice care, keeps medical records of each patient, has an ongoing quality assurance program and has a physician on call at all times. A hospice facility provides 24-hour-a-day nursing *services* under the direction of a R.N. and has a full-time administrator.

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## MEDICAL COVERED EXPENSES (continued)

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Hospice care agency means an agency which has the primary purpose of providing hospice *services* to hospice patients. It must be licensed and operated according to the laws of the state in which it is located and meets all of these requirements: (1) has obtained any required certificate of need; (2) provides 24-hours a day, 7 day-a-week service supervised by a *qualified practitioner*; (3) has a full-time coordinator; (4) keeps written records of *services* provided to each patient; (5) has a nurse coordinator who is a R.N., who has four years of full-time clinical experience, of which at least two involved caring for terminally ill patients; and, (6) has a licensed social service coordinator.

A hospice care agency will establish policies for the provision of hospice care, assess the patient's medical and social needs and develop a program to meet those needs. It will provide an ongoing quality assurance program, permit area medical personnel to use its *services* for their patients, and use volunteers trained in care of, and *services* for, non-medical needs.

### HOME HEALTH CARE

*Expenses incurred* for home health care are payable as shown on the Schedule of Benefits. The maximum weekly benefit for such coverage may not exceed the maximum allowable weekly cost for care in a skilled nursing facility.

Each visit by a home health care provider for evaluating the need for, developing a plan, or providing *services* under a home health care plan will be considered one home health care visit. Up to 4 consecutive hours of service in a 24-hour period is considered one home health care visit. A visit by a home health care provider of 4 hours or more is considered one visit for every 4 hours or part thereof.

Home health care provider means an agency licensed by the proper authority as a home health agency or *Medicare* approved as a home health agency.

Home health care will not be reimbursed unless this Plan determines:

1. Hospitalization or *confinement* in a skilled nursing facility would otherwise be required if home care were not provided;
2. Necessary care and treatment are not available from a *family member* or other persons residing with *you*; and
3. The home health care *services* will be provided or coordinated by a state-licensed or *Medicare*-certified home health agency or certified rehabilitation agency.

The home health care plan must be reviewed and approved by the *qualified practitioner* under whose care *you* are currently receiving treatment for the *bodily injury* or *sickness* which requires the home health care.

The home health care plan consists of:

1. Care by or under the supervision of a registered nurse (R.N.);

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**MEDICAL COVERED EXPENSES (continued)**

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2. Physical, speech, occupational, cognitive and respiratory therapy and home health aide *services*; and
3. Medical supplies, laboratory *services* and nutritional counseling, if such *services* and supplies would have been covered if *you* were *hospital confined*.

Home health care benefits do not include:

1. Charges for mileage or travel time to and from the *covered person's* home;
2. Wage or shift differentials for home health care providers;
3. Charges for supervision of home health care providers;
4. Private duty nursing;
5. *Durable medical equipment* and prosthetics.

**DURABLE MEDICAL EQUIPMENT (DME)**

*Durable medical equipment (DME)* is payable as shown on the Schedule of Benefits and includes *DME* provided within a *covered person's* home. Rental is allowed up to, but not to exceed, the purchase price of the *durable medical equipment (DME)*. This Plan, at its option, may authorize the purchase of *DME* in lieu of its rental, if the rental price is projected to exceed the purchase price. Oxygen and rental of equipment for its administration and insulin infusion pumps in the treatment of diabetes are considered *DME*. Repair or maintenance of *DME* and duplicate *DME* is not covered.

**Prosthetics**

Initial prosthetic devices or supplies, including but not limited to, limbs and eyes are payable as shown on the Schedule of Benefits. Coverage will be provided for prosthetic devices necessary to restore minimal basic function. Replacement is a *covered expense* if due to pathological changes. Repair or maintenance of prosthetics is not covered.

**AMBULANCE**

Local professional ground or air *ambulance* service to the nearest *hospital* equipped to provide the necessary treatment is covered as shown on the Schedule of Benefits. *Ambulance* service must not be provided primarily for the convenience of the patient or the *qualified practitioner*.

**MORBID OBESITY**

*Morbid obesity services* are payable as shown in the Schedule of Benefits section.

Surgical *services* are defined as all *surgeries*, inpatient *admissions* - both surgical and non-surgical, and anesthesia *services* with an obesity diagnosis.

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## MEDICAL COVERED EXPENSES (continued)

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Surgical treatment for *morbid obesity* is covered ONLY if:

1. The *covered person* is age 18 or older; and
2. The *covered person* meets the definition of *morbid obesity* as defined in the Definitions section; and
3. The *covered person's qualified practitioner* has provided documentation of unsuccessful attempts with non-operative, medically supervised weight-reduction programs. In order to assess and assure a person's ability to successfully incorporate lifelong lifestyle modifications, successful participation in a weight reduction program must have been continuous for a least six of the prior twelve months. (Successful participation is determined at a minimum by documented regular attendance and weight maintenance, if not loss); and
4. Significant psychiatric history i.e., schizophrenia, borderline personality disorder, major depressive disorder, drug or alcohol abuse has been present in the past two years, the patient has a recent psychological evaluation indicating no *mental health* contraindications to the *surgery*.

### TEMPOROMANDIBULAR JOINT DYSFUNCTION (TMJ)

*Covered expenses* are payable as shown on the Schedule of Benefits for any jaw joint problem including any temporomandibular joint disorder, craniomaxillary, craniomandibular disorder or other conditions of the joint linking the jaw bone and skull and treatment of the facial muscles used in expression and mastication functions, for symptoms including but not limited to, headaches. These expenses do not include charges for orthodontic *services*.

### DENTAL INJURY

*Dental injury services* are payable as shown on the Schedule of Benefits and include charges for *services* for the treatment of a *dental injury* to a *sound natural tooth*, including but not limited to extraction and initial replacement.

*Services* for teeth injured as a result of chewing are not covered.

*Services* must begin within 12 months after the date of the *dental injury*. *Services* must be completed within 12 months after the date of the *dental injury*.

Benefits will be paid only for *expenses incurred* for the least expensive *service* that will produce a professionally adequate result as determined by this Plan.

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**MEDICAL COVERED EXPENSES (continued)**

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**THERAPY SERVICES**

Therapy *services* are payable as shown on the Schedule of Benefits.

**Chiropractic Care**

Chiropractic care for the treatment of a *bodily injury* or *sickness* is payable as shown on the Schedule of Benefits.

**Acupuncture**

Acupuncture is payable as shown on the Schedule of Benefits only when:

- a. The treatment is *medically necessary* and appropriate and is provided within the scope of the acupuncturist's license; and
- b. *You* are directed to the acupuncturist for treatment by a licensed physician.

**TRANSPLANT SERVICES**

This Plan will pay benefits for the expense of a transplant as defined below for a *covered person* when approved in advance by Humana, subject to those terms, conditions and limitations described below and contained in this Plan. Please call the customer service phone number listed on the back of *your* ID card when in need of these *services*.

**Precertification**

*Precertification* is required. If *precertification* is not received, transplant *services* will not be covered.

**Covered Organ Transplant**

Only the *services*, care and treatment received for, or in connection with, the pre-approved transplant of the organs identified hereafter, which are determined by Humana to be *medically necessary services* and which are not *experimental, investigational or for research purposes* will be covered by this Plan. The transplant includes: pre-transplant *services*, transplant inclusive of any chemotherapy and associated *services*, post-discharge *services* and treatment of complications after transplantation of the following organs or procedures only:

1. Heart;
2. Lung(s);

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**MEDICAL COVERED EXPENSES (continued)**

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3. Liver;
4. Kidney;
5. Bone Marrow\*;
6. Intestine;
7. Pancreas;
8. Auto islet cell;
9. Multivisceral;
10. Any combination of the above listed organs;
11. Any organ not listed above required by federal law.

\*The term bone marrow refers to the transplant of human blood precursor cells which are administered to a patient following high-dose, ablative or myelosuppressive chemotherapy. Such cells may be derived from bone marrow, circulating blood, or a combination of bone marrow and circulating blood obtained from the patient in an autologous transplant or from a matched related or unrelated donor or cord blood. If chemotherapy is an integral part of the treatment involving a transplant of bone marrow, the term bone marrow includes the harvesting, the transplantation and the chemotherapy components. Storage of cord blood and stem cells will not be covered unless as an integral part of a transplant of bone marrow approved by Humana.

Corneal transplants and porcine heart valve implants, which are tissues rather than organs, are considered part of regular plan benefits and are subject to other applicable provisions of this Plan.

For a transplant to be considered fully approved, prior written approval from Humana is required in advance of the transplant. *You or your qualified practitioner* must notify Humana in advance of *your* need for an initial transplant evaluation in order for Humana to determine if the transplant will be covered. For approval of the transplant itself, Humana must be given a reasonable opportunity to review the clinical results of the evaluation before rendering a determination.

Once the transplant is approved, Humana will advise the *covered person's qualified practitioner*. Benefits are payable only if the pre-transplant *services*, the transplant and post-discharge *services* are approved by Humana.

**Exclusions**

No benefit is payable for, or in connection with, a transplant if:

1. It is *experimental, investigational or for research purposes* as defined in the Definitions section;
2. Humana is not contacted for authorization prior to referral for evaluation of the transplant;

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**MEDICAL COVERED EXPENSES (continued)**

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3. Humana does not approve coverage for the transplant, based on its established criteria;
4. Expenses are eligible to be paid under any private or public research fund, government program, except Medicaid, or another funding program, whether or not such funding was applied for or received;
5. The expense relates to the transplantation of any non-human organ or tissue, unless otherwise stated in this Plan;
6. The expense relates to the donation or acquisition of an organ for a recipient who is not covered by this Plan;
7. A denied transplant is performed; this includes the pre-transplant evaluation, pre-transplant *services*, the transplant procedure, post-discharge *services*, immunosuppressive drugs and complications of such transplant;
8. The *covered person* for whom a transplant is requested has not met pre-transplant criteria as established by Humana;
9. Benefits are not provided for services and supplies related to a covered procedure received during the first nine (9) months after the effective date. In determining whether a pre-existing condition existed, the time the *participant* was covered under any previous health plan will be credited if the coverage or combination of coverages totals nine (9) months and the previous coverage was continuous to a date not more than 63 days prior to the *participant's* effective date.

**Covered Services**

For approved transplants, and all related complications, this Plan will cover only the following expenses:

1. *Hospital and qualified practitioner services*, payable as shown on the Schedule of Benefits. If *services* are rendered at a Humana National Transplant Network (NTN) facility, *covered expenses* are paid in accordance to the NTN contracted rates;
2. Organ acquisition and donor costs. Except for bone marrow transplants, donor costs are not payable under this Plan if they are payable in whole or in part by any other group plan, insurance company, organization or person other than the donor's family or estate. Coverage for bone marrow transplants procedures will include costs associated with the donor-patient to the same extent and limitations associated with the *covered person*;
3. Direct, non-medical costs for the *covered person*, when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Schedule of Benefits, for: (a) transportation to and from the *hospital* where the transplant is performed; and (b) temporary lodging at a prearranged location when requested by the *hospital* and approved by Humana. These direct, non-medical costs are only available if the *covered person* lives more than 100 miles from the transplant facility;

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**MEDICAL COVERED EXPENSES (continued)**

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4. Direct, non-medical costs for one support person of the *covered person* (two persons if the patient is under age 18 years), when the transplant is performed at a Humana National Transplant Network facility, will be paid as shown on the Schedule of Benefits, for: (a) transportation to and from the approved facility where the transplant is performed; and (b) temporary lodging at a prearranged location during the *covered person's confinement* in the *hospital*. These direct, non-medical costs are only available if the *covered person's* support person(s) live more than 100 miles from the transplant facility.

Non-medical costs are not covered if a transplant is performed at a facility that is not a Humana National Transplant Network facility.

**BEHAVIORAL HEALTH SERVICES**

*Expense incurred by you* during a plan of treatment for *behavioral health* is payable as shown on the Schedule of Benefits for:

1. Charges made by a *qualified practitioner*;
2. Charges made by a *hospital*;
3. Charges made by a *qualified treatment facility*;
4. Charges for x-ray and laboratory expenses.

**Inpatient Services**

*Covered expenses* while *confined* as a registered bed patient in a *hospital* or *qualified treatment facility* are payable as shown on the Schedule of Benefits.

**Outpatient Services**

*Covered expenses* for outpatient treatment received while not *confined* in a *hospital* or *qualified treatment facility* are payable as shown on the Schedule of Benefits.

**Limitations**

No benefits are payable under this provision for marriage counseling, treatment of nicotine habit or addiction, or for treatment of being obese or overweight.

Treatment must be provided for the cause for which benefits are payable under this provision of the Plan.

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**MEDICAL COVERED EXPENSES (continued)**

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**AUTISM BENEFIT**

**Rehabilitative Services - Speech, Occupational, and Physical Therapy**

Benefits are provided for rehabilitative *services* (speech, occupational, and physical therapy) provided under the order and direction of the *covered person's* physician or authorized by the *Plan Manager*.

**Therapeutic Services - Mental Health**

Benefits are provided for psychiatric, psychological and behavioral management *services* rendered as an outpatient by the Plan's psychiatric designee. *Services* must be authorized in advance by the Plan and its psychiatric designee.

**Respite Services**

Benefits are provided for respite *services* performed and rendered as an outpatient by an approved health care program, approved home health agency, or other *participating provider*. *Services* must be directed and monitored by a participating physician and authorized in advance by the *Plan Manager*.

**Limitations**

Rehabilitative, therapeutic, and respite benefits are limited to children from 2 years through 21 years of age with a diagnosis of *autism* established by a *participating provider* consistent with the criteria established in Kentucky, Senate Bill 63 and who are enrolled in this benefits structure at the time *services* are provided. All benefits are limited to \$500.00 per child per month. Benefits not used during the month will not be carried over into future months.

All contractual limitations, exclusions, and *copayments* will be applied as outlined in the Plan.

**OTHER COVERED EXPENSES**

The following are other *covered expenses* payable as shown on the Schedule of Benefits:

1. Blood and blood plasma are payable as long as it is NOT replaced by donation, and administration of blood and blood products including blood extracts or derivatives;
2. Casts, trusses, crutches, *orthotics*, splints and braces. *Orthotics* must be custom made or custom fitted, made of rigid or semi-rigid material. Fabric supports, replacement *orthotics* and braces, oral splints and appliances and dental splints and dental braces are not a *covered expense*. *Covered expenses* for *orthotics* aggregate to a *maximum benefit* of \$400 per *covered person*. The *durable medical equipment*, prosthesis and *orthotic* limits are combined;
3. Reconstructive *surgery* due to *bodily injury*, infection or other disease of the involved part or congenital disease or anomaly of a covered *dependent* child which resulted in a functional defect;

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**MEDICAL COVERED EXPENSES (continued)**

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4. Reconstructive *services* following a covered mastectomy, including but not limited to:
  - a. Reconstruction of the breast on which the mastectomy was performed;
  - b. Reconstruction of the other breast to achieve symmetry;
  - c. Prosthesis; and
  - d. Treatment of physical complications of all stages of the mastectomy, including lymphedemas;
  
5. *Services* performed as a result of a complication, regardless of whether the original *service* was a *covered expense* under the Plan.

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## LIMITATIONS AND EXCLUSIONS

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This Plan does not provide benefits for:

1. *Services:*
  - a. Not furnished by a *qualified practitioner* or *qualified treatment facility*;
  - b. Not authorized or prescribed by a *qualified practitioner*;
  - c. Not specifically covered by this Plan whether or not prescribed by a *qualified practitioner*;
  - d. Which are not provided;
  - e. For which no charge is made, or for which *you* would not be required to pay if *you* were not covered under this Plan unless charges are received from and reimbursable to the United States Government or any of its agencies as required by law;
  - f. Furnished by or payable under any plan or law through any government or any political subdivision (this does not include *Medicare* or *Medicaid*);
  - g. Furnished for a military service connected *sickness* or *bodily injury* by or under an agreement with a department or agency of the United States Government, including the Department of Veterans Affairs;
  - h. Performed in association with a *service* that is not covered under this Plan;
2. Immunizations required for foreign travel;
3. Radial keratotomy, refractive keratoplasty or any other *surgery* to correct myopia, hyperopia or stigmatic error;
4. *Services* related to gender change;
5. Cosmetic *surgery* and cosmetic *services* or devices, unless for reconstructive *surgery*:
  - a. Resulting from a *bodily injury*, infection or other disease of the involved part, when functional impairment is present; or
  - b. Resulting from a congenital disease or anomaly of a covered *dependent* child which resulted in a functional impairment.

A functional impairment is defined as a direct measurable reduction of physical performance of an organ or body part. *Expense incurred* for reconstructive *surgery* performed due to the presence of a psychological condition are not covered, unless the condition(s) described above are also met;
6. Hair prosthesis, hair transplants or hair implants;
7. Dental *services* or appliances for the treatment of the teeth, gums, jaws or alveolar processes, including but not limited to, implants and related procedures, routine dental extractions and orthodontic procedures, unless specifically provided under this Plan;
8. *Services* which are:
  - a. Rendered in connection with a *mental disorder* not classified in the International Classification of Diseases of the U.S. Department of Health and Human Services;
  - b. Extended beyond the period necessary for evaluation and diagnosis of learning and behavioral disabilities or for mental retardation;

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**LIMITATIONS AND EXCLUSIONS (continued)**

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9. *Court-ordered mental health or substance abuse services;*
10. Education or training, unless otherwise specified in this Plan;
11. Educational or vocational therapy, testing, services or schools, including therapeutic boarding schools and other therapeutic environments. Educational or vocational videos, tapes, books and similar materials are also excluded;
12. Expenses for *services* that are primarily and customarily used for environmental control or enhancement (whether or not prescribed by a *qualified practitioner*) and certain medical devices including, but not limited to:
  - a. Common household items including air conditioners, air purifiers, water purifiers, vacuum cleaners, waterbeds, hypoallergenic mattresses or pillows or exercise equipment;
  - b. Motorized transportation equipment (e.g. scooters), escalators, elevators, ramps or modifications or additions to living/working quarters or transportation vehicles;
  - c. Personal hygiene equipment including bath/shower chairs, transfer equipment or supplies or bed side commodes;
  - d. Personal comfort items including cervical pillows, gravity lumbar reduction chairs, swimming pools, whirlpools, spas or saunas;
  - e. Medical equipment including blood pressure monitoring devices, breast pumps, PUVA lights and stethoscopes;
  - f. Communication system, telephone, television or computer systems and related equipment or similar items or equipment;
  - g. Communication devices, except after surgical removal of the larynx or a diagnosis of permanent lack of function of the larynx;
13. Any medical treatment, procedure, drug, biological product or device which is *experimental, investigational or for research purposes*, unless otherwise specified in this Plan;
14. *Services not medically necessary* for diagnosis and treatment of a *bodily injury* or *sickness*;
15. Charges in excess of the *maximum allowable fee* for the *service*;
16. *Services* provided by a person who ordinarily resides in *your* home or who is a *family member*;
17. Any *expense incurred* prior to *your* effective date under this Plan or after the date *your* coverage under this Plan terminates, except as specifically described in this Plan;
18. *Expenses incurred* for which *you* are entitled to receive benefits under *your* previous dental or medical plan;
19. Any expense due to the *covered person's*:
  - a. Engaging in an illegal occupation; or
  - b. Commission of or an attempt to commit a criminal act;

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**LIMITATIONS AND EXCLUSIONS (continued)**

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20. Any loss caused by or contributed to:
  - a. War or any act of war, whether declared or not;
  - b. Insurrection; or
  - c. Any act of armed conflict, or any conflict involving armed forces of any authority;
21. Any *expense incurred* for *services* received outside of the United States while *you* are residing outside of the United States for more than six months in a year except as required by law for *emergency care services*;
22. Treatment of nicotine habit or addiction, including, but not limited to hypnosis, smoking cessation products, classes or tapes;
23. Vitamins, dietary supplements and dietary formulas (except enteral formulas for the treatment of genetic metabolic diseases, e.g. phenylketonuria (PKU));
24. Prescription drugs not provided under the Prescription Drug Benefit, if applicable, unless administered to *you*:
  - a. While inpatient in a *hospital, qualified treatment facility* or skilled nursing facility;
  - b. By a *qualified practitioner* during an office visit; or
  - c. By a home health care agency as part of a covered home health care plan when approved by this Plan;
25. Over-the-counter, non-prescription medications;
26. Growth hormones (medications, drugs or hormones to stimulate growth), unless there is a laboratory confirmed diagnosis of growth hormone deficiency, as determined by this Plan;
27. Therapy and testing for treatment of allergies including, but not limited to, *services* related to clinical ecology, environmental allergy and allergic immune system dysregulation and sublingual antigen(s), extracts, neutralization test and/or treatment UNLESS such therapy or testing is approved by:
  - a. The American Academy of Allergy and Immunology, or
  - b. The Department of Health and Human Services or any of its offices or agencies;
28. Professional pathology or radiology charges, including but not limited to, blood counts, multi-channel testing, and other clinical chemistry tests, when:
  - a. The *services* do not require a professional interpretation, or
  - b. The *qualified practitioner* did not provide a specific professional interpretation of the test results of the *covered person*;
29. *Services* that are billed incorrectly or billed separately, but are an integral part of another billed *service*;
30. Expenses for health clubs or health spas, aerobic and strength conditioning, work-hardening programs or weight loss or similar programs, and all related material and product for these programs;
31. *Alternative medicine*;

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**LIMITATIONS AND EXCLUSIONS (continued)**

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32. *Services* rendered in a premenstrual syndrome clinic or holistic medicine clinic;
33. *Services* of a midwife, unless provided by a Certified Nurse Midwife;
34. The following types of care of the feet:
  - a. Shock wave therapy of the feet;
  - b. The treatment of weak, strained, flat, unstable or unbalanced feet;
  - c. Hygienic care, and the treatment of superficial lesions of the feet, such as corns, calluses or hyperkeratosis;
  - d. The treatment of tarsalgia, metatarsalgia, or bunion, except surgically;
  - e. The cutting of toenails, except the removal of the nail matrix;
  - f. The provision of heel wedges, lifts or shoe inserts; and
  - g. The provision of arch supports or orthopedic shoes, unless *medically necessary* because of diabetes or hammertoe;
35. *Custodial care and maintenance care*;
36. Weekend non-emergency *hospital admissions*, specifically *admissions* to a *hospital* on a Friday or Saturday at the convenience of the *covered person* or his or her *qualified practitioner* when there is no cause for an *emergency admission* and the *covered person* receives no *surgery* or therapeutic treatment until the following Monday;
37. *Hospital inpatient services* when you are in observation status;
38. *Services* rendered by a standby physician, surgical assistant, assistant surgeon, physician assistant, registered nurse or certified operating room technician unless *medically necessary*;
39. *Ambulance services* for routine transportation to, from or between medical facilities and/or a *qualified practitioner's* office;
40. *Preadmission/procedural testing* duplicated during a *hospital confinement*;
41. Lodging accommodations or transportation, unless specifically provided under this Plan;
42. Communications or travel time;

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**LIMITATIONS AND EXCLUSIONS (continued)**

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43. No benefits will be provided for:
  - a. Immunotherapy for recurrent abortion;
  - b. Chemonucleolysis;
  - c. Biliary lithotripsy;
  - d. Home uterine activity monitoring;
  - e. Sleep therapy;
  - f. Light treatments for Seasonal Affective Disorder (S.A.D.);
  - g. Immunotherapy for food allergy;
  - h. Prolotherapy;
  - i. Cranial banding;
  - j. Hyperhydroosis *surgery*;
  - k. Lactation therapy; or
  - l. Sensory integration therapy;
44. *Sickness* or *bodily injury* for which medical payments/personal injury protection (PIP) coverage exists under any automobile, homeowner, marine, aviation, premise, or any other similar coverage, whether such coverage is in effect on a primary, secondary, or excess basis. This exclusion applies up to the available limit under the other coverage regardless of whether a claim is filed with the medical payments/PIP carrier. Whether medical payment or expense coverage is payable under another coverage is to be determined as if the coverages under this Plan did not exist;
45. Any *covered expenses* to the extent of any amount received from others for the *bodily injuries* or losses which necessitate such benefits. "Amounts received from others" specifically includes, without limitation, liability insurance, worker's compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments;
46. Treatment of any *bodily injury* or *sickness* that is sustained by an *participant* or a covered *dependent* that arises out of, or as the result of, any work for wage or profit when coverage under any Workers' Compensation Act or similar law is required for the *participant* or covered *dependent*;
47. Routine physical examinations and related *services* for occupation, employment, school, sports, camp, travel, purchase of insurance or premarital tests or examinations, unless specifically provided under this Plan;
48. Routine vision examinations;
49. Routine vision refraction;
50. The purchase, fitting or repair of eyeglass frames and lenses or contact lenses, unless specifically provided under this Plan;
51. Contact lenses or eyeglasses following cataract *surgery*;
52. Vision therapy;
53. Routine hearing examinations, unless specifically provided under this Plan;

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**LIMITATIONS AND EXCLUSIONS (continued)**

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54. Routine hearing testing, unless specifically provided under this Plan;
55. Hearing aids, the fitting or repair of hearing aids or advice on their care; implantable hearing devices, unless specifically provided under this Plan;
56. Elective medical or surgical abortion, unless:
  - a. The pregnancy would endanger the life of the mother; or
  - b. The pregnancy is a result of rape or incest; or
  - c. The fetus has been diagnosed with a lethal or otherwise significant abnormality;
57. *Services* for a reversal of sterilization;
58. Birth control pills and patches;
59. Private duty nursing;
60. Wigs, except for cancer patients with hair loss resulting from chemotherapy and/or radiation therapy;
61. Any treatment, including but not limited to, surgical procedures for obesity, unless otherwise indicated.
62. No benefits will be provided for, or on account of, the following items:
  - a. Expenses for a *bariatric surgery* that are *experimental, investigational or for research purposes*;
  - b. *Bariatric services* not approved by the Plan based on Humana's established criteria;
  - c. *Bariatric services* for a *bariatric surgery* denied by the Plan;
  - d. *Bariatric services* for which *you* have not met criteria as established by the Plan;
  - e. Expenses for *bariatric surgery* performed outside of the United States;
  - f. Any care resulting from a non-covered *bariatric surgery*.
63. Osteotomies;
64. Infertility counseling and treatment *services*;
65. Artificial means to achieve pregnancy or ovulation, including, but not limited to, artificial insemination, in vitro fertilization, spermatogenesis, gamete intra fallopian transfer (GIFT), zygote intra fallopian transfer (ZIFT), tubal ovum transfer, embryo freezing or transfer and sperm banking;
66. *Services* related to the treatment and/or diagnosis of sexual dysfunction/impotence;

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**LIMITATIONS AND EXCLUSIONS (continued)**

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67. Acupuncture.

**NOTE:** These limitations and exclusions apply even if a *qualified practitioner* has performed or prescribed a *medically necessary* procedure, treatment or supply. This does not prevent *your qualified practitioner* from providing or performing the procedure, treatment or supply, however, the procedure, treatment or supply will not be a *covered expense*.

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## COORDINATION OF BENEFITS

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### BENEFITS SUBJECT TO THIS PROVISION

Benefits described in this Plan are coordinated with benefits provided by other plans under which *you* are also covered. This is to prevent duplication of coverage and a resulting increase in the cost of medical coverage.

For this purpose, a plan is one which covers medical or dental expenses and provides benefits or *services* by group, franchise or blanket insurance coverage. This includes group-type contracts not available to the general public, obtained and maintained only because of the *covered person's* membership in, or connection with, a particular organization or group, whether or not designated as franchise, blanket, or in some other fashion. Plan also includes any coverage provided through the following:

1. Employer, trustee, union, employee benefit, or other association; or
2. Governmental programs, programs mandated by state statute, or sponsored or provided by an educational institution.

This Coordination of Benefits provision does not apply to any individual policies or Blanket Student Accident Insurance provided by, or through, an educational institution. Allowable expense means any eligible expense, a portion of which is covered under one of the plans covering the person for whom claim is made. Each plan will determine what is an allowable expense according to the provisions of the respective plan. When a plan provides benefits in the form of *services* rather than cash payments, the reasonable cash value of each *service* rendered will be deemed to be both an allowable expense and a benefit paid.

### EFFECT ON BENEFITS

One of the plans involved will pay benefits first. This is called the primary plan. All other plans are called secondary plans.

When this Plan is the secondary plan, the sum of the benefit payable will not exceed 100% of the total allowable expenses incurred under this Plan and any other plans included under this provision.

### ORDER OF BENEFIT DETERMINATION

In order to pay claims, it must be determined which plan is primary and which plan(s) are secondary. A plan will pay benefits first if it meets one of the following conditions:

1. The plan has no coordination of benefits provision;
2. The plan covers the person as an *employee*;

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### COORDINATION OF BENEFITS (continued)

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3. For a child who is covered under both parents' plans, the plan covering the parent whose birthday (month and day) occurs first in the *calendar year* pays before the plan covering the other parent. If the birthdates of both parents are the same, the plan which has covered the person for the longer period of time will be determined the primary plan;

If a plan other than this Plan does not include provision 3, then the gender rule will be followed to determine which plan is primary.

4. In the case of *dependent* children covered under the plans of divorced or separated parents, the following rules apply:
- a. The plan of a parent who has custody will pay the benefits first;
  - b. The plan of a step-parent who has custody will pay benefits next;
  - c. The plan of a parent who does not have custody will pay benefits next;
  - d. The plan of a step-parent who does not have custody will pay benefits next.

There may be a court decree which gives one parent financial responsibility for the medical or dental expenses of the *dependent* children. If there is a court decree, the rules stated above will not apply if they conflict with the court decree. Instead, the plan of the parent with financial responsibility will pay benefits first.

5. If a person is laid off or is retired or is a *dependent* of such person, that plan covers after the plan covering such person as an active *employee* or *dependent* of such *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 be ignored.

If the above rules do not apply or cannot be determined, then the plan that covered the person for the longest period of time will pay first.

### COORDINATION OF BENEFITS WITH MEDICARE

When an employer employs 100 or more persons, the benefits of this Plan will be payable first for a *covered person* who is under age 65 and eligible for *Medicare*. The benefits of *Medicare* will be payable second.

**MEDICARE PART A** means the Social Security program that provides hospital insurance benefits.

**MEDICARE PART B** means the Social Security program that provides medical insurance benefits.

For the purposes of determining benefits payable for any *covered person* who is eligible to enroll for *Medicare* Part B, but does not, Humana assumes the amount payable under *Medicare* Part B to be the amount the *covered person* would have received if he or she enrolled for it. A *covered person* is considered to be eligible for *Medicare* on the earliest date coverage under *Medicare* could become effective for him or her.

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## COORDINATION OF BENEFITS (continued)

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### OPTIONS

Federal Law allows this Plan's actively working covered *employees* age 65 or older and their covered spouses who are eligible for *Medicare* to choose one of the following options:

**OPTION 1** - The benefits of this Plan will be payable first and the benefits of *Medicare* will be payable second.

**OPTION 2** - *Medicare* benefits only. The *covered person* and his or her *dependents*, if any, will not be covered by this Plan.

Each covered *employee* and each covered spouse will be provided with the choice to elect one of these options at least one month before the covered *employee* or the covered spouse becomes age 65. All new covered *employees* and newly covered spouses age 65 or older will also be offered these options. If Option 1 is chosen, its issue is subject to the same requirements as for a covered *employee* or *dependent* who is under age 65.

Under Federal law, there are two categories of persons eligible for *Medicare*. The calculation and payments of benefits by this Plan differs for each category.

**CATEGORY 1** - *Medicare* Eligibles are actively working covered *employees* age 65 or older and their age 65 or older covered spouses, and age 65 or older covered spouses of actively working covered *employees* who are under age 65.

**CATEGORY 2** - *Medicare* Eligibles are any other *covered persons* entitled to *Medicare*, whether or not they enrolled for it. This category includes, but is not limited to, retired covered *employees* and their spouses or covered *dependents* of a covered *employee* other than his or her spouse.

### CALCULATION AND PAYMENT OF BENEFITS

For *covered persons* in Category 1, benefits are payable by this Plan without regard to any benefits payable by *Medicare*. *Medicare* will then determine its benefits.

For *covered persons* in Category 2, *Medicare* benefits are payable before any benefits are payable by this Plan. The benefits of this Plan will then be reduced by the full amount of all *Medicare* benefits the *covered person* is entitled to receive, whether or not they were actually enrolled for *Medicare*.

### RIGHT OF RECOVERY

This Plan reserves the right to recover benefit payments made for an allowable expense under this Plan in the amount which exceeds the maximum amount this Plan is required to pay under these provisions. This right of recovery applies to this Plan against:

1. Any person(s) to, for or with respect to whom, such payments were made; or
2. Any other insurance companies, or organizations which according to these provisions, owe benefits due for the same allowable expense under any other plan.

This Plan alone will determine against whom this right of recovery will be exercised.

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## CLAIM PROCEDURES

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### SUBMITTING A CLAIM

This section describes what a *covered person* (or his or her authorized representative) must do to file a claim for Plan benefits.

- A claim must be filed with Humana in writing and delivered to Humana by mail, postage prepaid, or by e-mail. However, a submission to obtain pre-authorization may also be filed with Humana by telephone;
- Claims must be submitted to Humana at the address indicated in the documents describing this Plan or *claimant's* identification card. Claims will not be deemed submitted for purposes of these procedures unless and until received at the correct address;
- Also, claims submissions must be in a format acceptable to Humana and compliant with any applicable legal requirements. Claims that are not submitted in accordance with the requirements of applicable federal law respecting privacy of *protected health information* and/or electronic claims standards will not be accepted by this Plan;
- Claims submissions must be timely. Claims must be filed as soon as reasonably possible after they are incurred, and in no event later than 15 months after the date of loss, except if *you* were legally incapacitated. Plan benefits are only available for claims that are incurred by a *covered person* during the period that he or she is covered under this Plan;
- Claims submissions must be complete. They must contain, at a minimum:
  - a. The name of the *covered person* who incurred the *covered expense*;
  - b. The name and address of the health care provider;
  - c. The diagnosis of the condition;
  - d. The procedure or nature of the treatment;
  - e. The date of and place where the procedure or treatment has been or will be provided;
  - f. The amount billed and the amount of the *covered expense* not paid through coverage other than Plan coverage, as appropriate;
  - g. Evidence that substantiates the nature, amount, and timeliness of each *covered expense* in a format that is acceptable according to industry standards and in compliance with applicable law.

Presentation of a prescription to a pharmacy does not constitute a claim. If a *covered person* is required to pay the cost of a covered prescription drug, however, he or she may submit a claim based on that amount to Humana.

A general request for an interpretation of Plan provisions will not be considered to be a claim. Requests of this type, such as a request for an interpretation of the eligibility provisions of this Plan, should be directed to the *Plan Administrator*.

Mail medical claims and correspondence to:

Humana Claims Office  
P.O. Box 14610  
Lexington, KY 40512-4610

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## CLAIM PROCEDURES (continued)

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### MISCELLANEOUS MEDICAL CHARGES

If *you* accumulate bills for medical items *you* purchase or rent *yourself*, send them to Humana at least once every three months during the year (quarterly). The receipts must include the patient name, name of the item, date item was purchased or rented and name of the provider of *service*.

### PROCEDURAL DEFECTS

If a *pre-service claim* submission is not made in accordance with this Plan's procedural requirements, Humana will notify the *claimant* of the procedural deficiency and how it may be cured no later than within five (5) days (or within 24 hours, in the case of an *urgent care claim*) following the failure. A *post-service claim* that is not submitted in accordance with these claims procedures will be returned to the submitter.

### ASSIGNMENTS AND REPRESENTATIVES

A *covered person* may assign his or her right to receive Plan benefits to a health care provider only with the consent of Humana, in its sole discretion, except as may be required by applicable law. Assignments must be in writing. If a document is not sufficient to constitute an assignment, as determined by Humana, then this Plan will not consider an assignment to have been made. An assignment is not binding on this Plan until Humana receives and acknowledges in writing the original or copy of the assignment before payment of the benefit.

If benefits are assigned in accordance with the foregoing paragraph and a health care provider submits claims on behalf of a *covered person*, benefits will be paid to that health care provider.

In addition, a *covered person* may designate an authorized representative to act on his or her behalf in pursuing a benefit claim or appeal. The designation must be explicitly stated in writing and it must authorize disclosure of *protected health information* with respect to the claim by this Plan, Humana and the authorized representative to one another. If a document is not sufficient to constitute a designation of an authorized representative, as determined by Humana, then this Plan will not consider a designation to have been made. An assignment of benefits does not constitute designation of an authorized representative.

- Any document designating an authorized representative must be submitted to Humana in advance, or at the time an authorized representative commences a course of action on behalf of a *claimant*. At the same time, the authorized representative should also provide notice of commencement of the action on behalf of the *claimant* to the *claimant*, which Humana may verify with the *claimant* prior to recognizing the authorized representative status.
- In any event, a health care provider with knowledge of a *claimant's* medical condition acting in connection with an *urgent care claim* will be recognized by this Plan as the *claimant's* authorized representative.

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## CLAIM PROCEDURES (continued)

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*Covered persons* should carefully consider whether to designate an authorized representative. An authorized representative may make decisions independent of the *covered person*, such as whether and how to appeal a claim denial.

### CLAIMS DECISIONS

After submission of a claim by a *claimant*, Humana will notify the *claimant* within a reasonable time, as follows:

#### Pre-Service Claims

Humana will notify the *claimant* of a favorable or adverse determination within a reasonable time appropriate to the medical circumstances, but no later than 15 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days, if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected *claimant* of the extension before the end of the initial 15-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the *claimant's* failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The *claimant* will have at least 45 days from the date the notice is received to provide the specified information.

#### Urgent Care Claims

Humana will determine whether a claim is an *urgent care claim*. This determination will be made on the basis of information furnished by or on behalf of a *claimant*. In making this determination, Humana will exercise its judgment, with deference to the judgment of a physician with knowledge of the *claimant's* condition. Accordingly, Humana may require a *claimant* to clarify the medical urgency and circumstances that support the *urgent care claim* for expedited decision-making.

Humana will notify the *claimant* of a favorable or adverse determination as soon as possible, taking into account the medical urgency particular to the *claimant's* situation, but not later than 72 hours after receipt of the *urgent care claim* by this Plan.

However, if a claim is submitted that does not provide sufficient information to determine whether, or to what extent, expenses are covered or payable under this Plan, notice will be provided by Humana as soon as possible, but not more than 24 hours after receipt of the *urgent care claim* by this Plan. The notice will describe the specific information necessary to complete the claim.

- The *claimant* will have a reasonable amount of time, taking into account his or her circumstances, to provide the necessary information but not less than 48 hours.

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## CLAIM PROCEDURES (continued)

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- Humana will notify the *claimant* of this Plan's *urgent care claim* determination as soon as possible, but in no event more than 48 hours after the earlier of:
  1. This Plan's receipt of the specified information; or
  2. The end of the period afforded the *claimant* to provide the specified additional information.

### **Concurrent Care Decisions**

Humana will notify a *claimant* of a *concurrent care decision* that involves a reduction in or termination of benefits that have been pre-authorized. Humana will provide the notice sufficiently in advance of the reduction or termination to allow the *claimant* to appeal and obtain a determination on review of the adverse determination before the benefit is reduced or terminated.

A request by a *claimant* to extend a course of treatment beyond the period of time or number of treatments that is a claim involving urgent care will be decided by Humana as soon as possible, taking into account the medical urgency. Humana will notify a *claimant* of the benefit determination, whether adverse or not within 24 hours after receipt of the claim by this Plan, provided that the claim is submitted to this Plan at least 24 hours prior to the expiration of the prescribed period of time or number of treatments.

### **Post-Service Claims**

Humana will notify the *claimant* of a favorable or adverse determination within a reasonable time, but not later than 30 days after receipt of the claim by this Plan.

However, this period may be extended by an additional 15 days if Humana determines that the extension is necessary due to matters beyond the control of this Plan. Humana will notify the affected *claimant* of the extension before the end of the initial 30-day period, the circumstances requiring the extension, and the date by which this Plan expects to make a decision.

If the reason for the extension is because of the *claimant's* failure to submit information necessary to decide the claim, the notice of extension will describe the required information. The *claimant* will have at least 45 days from the date the notice is received to provide the specified information. Humana will make a decision no later than 15 days after the earlier of the date on which the information provided by the *claimant* is received by this Plan or the expiration of the time allowed for submission of the additional information.

### **TIMES FOR DECISIONS**

The periods of time for claims decisions presented above begin when a claim is received by this Plan, in accordance with these claims procedures.

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**CLAIM PROCEDURES (continued)**

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**PAYMENT OF CLAIMS**

Many health care providers will request an assignment of benefits as a matter of convenience to both provider and patient. Also as a matter of convenience, Humana will, in its sole discretion, assume that an assignment of benefits has been made to certain Network Providers. In those instances, Humana will make direct payment to the *hospital*, clinic or physician's office, unless Humana is advised in writing that *you* have already paid the bill. If *you* have paid the bill, please indicate on the original statement, "paid by *employee*," and send it directly to Humana. *You* will receive a written explanation of the benefit determination. Humana reserves the right to request any information required to determine benefits or process a claim. *You* or the provider of *services* will be contacted if additional information is needed to process *your* claim.

When an *employee's* child is subject to a medical child support order, Humana will make reimbursement of eligible expenses paid by *you*, the child, the child's non-employee custodial parent, or legal guardian, to that child or the child's custodial parent, or legal guardian, or as provided in the medical child support order.

Payment of benefits under this Plan will be made in accordance with an assignment of rights for *you* and *your dependents* as required under state Medicaid law.

Benefits payable on behalf of *you* or *your* covered *dependent* after death will be paid, at this Plan's option, to any *family member(s)* or *your* estate.

Humana will rely upon an affidavit to determine benefit payment, unless it receives written notice of valid claim before payment is made. The affidavit will release this Plan from further liability.

Any payment made by Humana in good faith will fully discharge it to the extent of such payment.

Payments due under this Plan will be paid upon receipt of written proof of loss.

**INITIAL DENIAL NOTICES**

Notice of a claim denial (including a partial denial) will be provided to *claimants* by mail, postage prepaid, or by e-mail, as appropriate, within the time frames noted above.

However, notices of adverse decisions involving *urgent care claims* may be provided to a *claimant* orally within the time frames noted above for expedited *urgent care claim* decisions. If oral notice is given, written notification will be provided to the *claimant* no later than 3 days after the oral notification.

A claims denial notice will state the specific reason or reasons for the adverse determination, the specific Plan provisions on which the determination is based, and a description of this Plan's review procedures and associated timeline. The notice will also include a description of any additional material or information necessary for the *claimant* to perfect the claim and an explanation of why such material or information is necessary.

The notice will describe this Plan's review procedures and the time limits applicable to such procedures, including a statement of the *claimant's* right to bring a civil action.

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## CLAIM PROCEDURES (continued)

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The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a *claimant* free of charge upon request.

If the adverse determination is based on *medical necessity, experimental, investigational or for research purposes*, or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the *claimant's* medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In the case of an adverse decision of an *urgent care claim*, the notice will provide a description of this Plan's expedited review procedures applicable to such claims.

### APPEALS OF ADVERSE DETERMINATIONS

The Plan shall provide a four step grievance process to resolve *participant* concerns. *You* must exhaust all levels of the claims appeal procedure before *you* may file a legal action.

**Step 1: Informal Inquiry.** *Participants* shall have sixty (60) days from the receipt of a denial or other action giving rise to make a verbal complaint under this Grievance Process by contacting the *Plan Manager*. The *Plan Manager* shall be authorized to render a decision, and notify the *participant* of the outcome within seven (7) working days of receipt of the inquiry.

*Urgent care claims* will be completed within 72 hours after the *Plan Manager* receives the appeal request. The *urgent care claims* are subject to a single level appeal process, with the *Plan Manager* making the determination.

*Participants* shall be advised that in the event a problem is not settled at the informal level, the decision may be appealed within sixty (60) days by the *participant* by submitting a written appeal to the *Plan Manager* Grievance and Appeals Department, which shall include a summary of the complaint, a description of any previous contact made with the Plan regarding the matter in question, and a description of the relief sought.

**Step 2: Written Appeal.** In the event a matter is appealed within 60 days, it shall be fully investigated by or on behalf of the Plan, including, without limitation, a review of all medical records, reports, correspondence, and Plan provisions and other documents relevant to the claim and grievance (Grievance File). The *participant* shall be notified in writing of the decision within fifteen (15) calendar days for *pre-service claims* and *concurrent care decision claims* and thirty (30) calendar days for post-service claims after the *Plan Manager's* receipt of the written grievance statement. The investigation may include, as appropriate, consultation with a Medical Director.

*Participants* shall be advised that, in the event they remain dissatisfied with the written response provided on appeal, the *participant* may submit written requests within sixty (60) days to the *Plan Manager's* Grievance and Appeal department for a hearing/review by another Grievance and Appeal Analyst/Medical Director. *Participants* shall also be advised that they may submit any additional information they wish the Grievance and Appeal department to consider.

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**CLAIM PROCEDURES (continued)**

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**Step 3: Formal Grievance Hearing.** The Grievance and Appeal Analyst shall be knowledgeable about the terms of the Plan. The Grievance and Appeal Analyst shall independently review the appeals decision, the entire Grievance File, and any additional evidence presented for or at the hearing/review. If the case involves *medical necessity* then the Grievance and Appeal Analyst will send the case to an External Review Organization. The *participant* will receive a written decision within sixty (60) days after the request for the hearing/review.

*Participants* shall be advised that, in the event they still remain dissatisfied with the written response provided by the Grievance and Appeal department, the *participant* may submit written requests within sixty (60) days to the Human Resource Contact at the University of Kentucky.

**Step 4: Final Appeal.** The University of Kentucky Human Resource contact and/or any committee established as set forth below shall have the discretion and power to construe the Plan and its terms, to determine questions, including factual questions, relating to payment of benefits, and to decide all questions arising in connection with the Plan, including but not limited to eligibility and entitlement to benefits. All actions, determinations or decisions of the Human Resource contact shall be final, conclusive, binding on all persons.

The Human Resource contact shall have the discretion to establish a committee to perform the Final Internal Appeal described in this Step 4, which committee shall satisfy the criteria regarding composition and independence described above in Step 3. The Human Resource contact, or the committee so established, as applicable, shall review the entire Grievance File, including prior decisions rendered on the matter under review, and may request additional information from the *participants*, prior to rendering the Final Appeal decision, within thirty (30) days of request for same.

Appeals must be made by a *claimant* by means of written application, in person, or by mail (postage prepaid), addressed to:

Humana Grievance and Appeals  
P.O. Box 14546  
Lexington, KY 40512-4546

### **APPEAL DENIAL NOTICES**

Notice of a benefit determination on appeal will be provided to *claimants* by mail, postage prepaid, or by e-mail, as appropriate, within the time frames noted above.

A notice that a claim appeal has been denied will convey the specific reason or reasons for the adverse determination and the specific Plan provisions on which the determination is based.

The notice will also disclose any internal Plan rule, protocol or similar criterion that was relied on to deny the claim. A copy of the rule, protocol or similar criterion relied upon will be provided to a *claimant* free of charge upon request.

If the adverse determination is based on *medical necessity, experimental, investigational, or for research purposes* or similar exclusion or limit, the notice will provide either an explanation of the scientific or clinical judgment for the determination, applying the terms of this Plan to the *claimant's* medical circumstances, or a statement that such explanation will be provided free of charge upon request.

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**CLAIM PROCEDURES (continued)**

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In the event of a denial of an appealed claim, the *claimant* on appeal will be entitled to receive, upon request and without charge, reasonable access to and copies of any document, record or other information:

1. Relied on in making the determination;
2. Submitted, considered or generated in the course of making the benefit determination;
3. That demonstrates compliance with the administrative processes and safeguards required with respect to such determinations;
4. That constitutes a statement of policy or guidance with respect to this Plan concerning the denied treatment, without regard to whether the statement was relied on.

**RIGHT TO REQUIRE MEDICAL EXAMINATIONS**

(Applies only to medical plans)

This Plan has the right to require that a medical examination be performed on any *claimant* for whom a claim is pending as often as may be reasonably required. If this Plan requires a medical examination, it will be performed at this Plan's expense. This Plan also has a right to request an autopsy in the case of death, if state law so allows.

**EXHAUSTION**

Upon completion of the appeals process under this section, a *claimant* will have exhausted his or her administrative remedies under this Plan. If Humana fails to complete a claim determination or appeal within the time limits set forth above, the *claimant* may treat the claim or appeal as having been denied, and the *claimant* may proceed to the next level in the review process. After exhaustion, a *claimant* may pursue any other legal remedies available to him or her which may include bringing a civil action. Additional information may be available from a local U.S. Department of Labor Office.

**LEGAL ACTIONS AND LIMITATIONS**

No action at law or inequity may be brought with respect to Plan benefits until all remedies under this Plan have been exhausted and then prior to the expiration of the applicable limitations period under applicable law.

## **SECTION 3**

# **ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE**

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## ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE

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### OPEN ENROLLMENT

Once each year *you* will have a choice of enrolling *yourself* and *your* eligible *dependents* in this Plan or another offered by the University of Kentucky. *You* will be notified in advance when the open enrollment period is to begin and how long it will last. There will be no medical underwriting or any pre-existing limitation for those who transfer from one plan to the other.

### EMPLOYEE ELIGIBILITY

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

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

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

On-Call employees are NOT eligible for coverage under the Plan.

### EMPLOYEE EFFECTIVE DATE OF COVERAGE

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

1. If *you* are eligible for coverage on the effective date of the Plan, *your* coverage will start on the effective date of the Plan if *you* enrolled for coverage when *you* were first eligible for it;
2. If *you* become eligible after the effective date of the Plan and *you* enroll within 30 days after the date *you* first become eligible, *your* coverage will start the first of the month following the date *you* enrolled.

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**ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE (continued)**

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3. If *you* do not enroll within 30 days after the date *you* first become eligible to do so, then *you* will not be permitted to enroll in the plan until the next open enrollment period, unless *you* have a qualifying family status change.

**DEPENDENT ELIGIBILITY**

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

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

**DEPENDENT EFFECTIVE DATE OF COVERAGE**

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

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

**MEDICAL CHILD SUPPORT ORDERS**

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

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

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**ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE (continued)**

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An NMSN is a notice issued by an appropriate agency of a state or local government that is similar to a QMCSO that requires coverage under this Plan for the *dependent* child of a non-custodial parent who is (or will become) a *covered person* by a domestic relations order that provides for health care coverage.

Procedures for determining the qualified status of medical child support orders are available at no cost upon request from the *Plan Administrator*.

**CREDITABLE COVERAGE**

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

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

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

1. No longer than the end of the month of a layoff;
2. No longer than the end of the month during an approved medical leave of absence;
3. No longer than the end of the month during a period of *total disability*;
4. No longer than the end of the month during an approved non-medical leave of absence;
5. No longer than the end of the month during an approved military leave of absence;
6. No longer than the end of the month during part-time status.

**REINSTATEMENT OF COVERAGE FOLLOWING INACTIVE STATUS**

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

If *your* coverage under this Plan was terminated after a period of *total disability* and *you* are now returning to work, *your* coverage is effective immediately on the day *you* return to work.

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

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

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**ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE (continued)**

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

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

**RETIREE COVERAGE**

If *you* are a retiree who meets the University of Kentucky's retiree qualifications, *you* may continue coverage under the Plan with retiree benefits for *you* and any of *your* eligible *dependents*.

**SPECIAL ENROLLMENT**

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

1. Loss of eligibility for the coverage due to any of the following:
  - a. Legal separation;
  - b. Divorce;
  - c. Cessation of *dependent* status (such as attaining the limiting age);
  - d. Death;
  - e. Termination of employment;
  - f. Reduction in the number of hours of employment;
  - g. Any loss of eligibility after a period that is measured by reference to any of the foregoing;
  - h. Meeting or exceeding a lifetime limit on all benefits;
  - i. Plan no longer offering benefits to a class of similarly situated individuals, which includes the *employee*.

However, loss of eligibility does not include a loss due to failure of the individual or the *participant* to pay premiums on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the plan).

2. Employer contributions towards the other coverage have been terminated. Employer contributions include contributions by any current or former employer (of the individual or another person) that was contributing to coverage for the individual.
3. COBRA coverage under the other plan has since been exhausted.

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

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**ELIGIBILITY AND EFFECTIVE DATE OF COVERAGE (continued)**

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

1. Marriage;
2. Birth; or
3. Adoption or placement for adoption.

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

In the case of a *dependent's* birth, enrollment is effective on the date of such birth.

In the case of a *dependent's* adoption or placement for adoption, enrollment is effective on the date of such adoption or placement for adoption.

If *you* become eligible for coverage under this Plan through the special enrollment provision, benefits under this Plan will be subject to the pre-existing condition limitation as it pertains to transplant *services*

If *you* apply more than 30 days after a qualifying event, *you* will not be eligible for coverage under this Plan until the next annual Open Enrollment Period.

Please see *your employer* for more details.

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## TERMINATION OF COVERAGE

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Coverage terminates on the earliest of the following:

1. The date this Plan terminates;
2. The end of the period for which any required contribution was due and not paid;
3. The end of the calendar month *you* enter full-time military, naval or air service, except coverage may continue during an approved military leave of absence as indicated in the Special Provisions For Not Being in Active Status provision;
4. The end of the calendar month *you* fail to be in an eligible class of persons according to the eligibility requirements of the *employer*;
5. For all *employees*, the end of the calendar month in which *you* terminate employment with *your employer*;
6. For all *employees*, the end of the calendar month *you* retire;
7. The end of the calendar month *you* request termination of coverage to be effective for *yourself*;
8. For any benefit, the date the benefit is removed from this Plan;
9. For *your dependents*, the date *your* coverage terminates;
10. For a *dependent*, the end of the calendar month the *dependent* enters full-time military, naval or air service;
11. For a *dependent* who is a full-time student, the end of the calendar month such *covered person* no longer meets the definition of *dependent*;
12. For a *dependents* other than full-time students, the end of the calendar month such *covered person* no longer meets the definition of *dependent*; or
13. For a *dependent*, the end of the calendar month such *covered person* no longer meets the definition of *dependent*; or
14. The end of the calendar month *you* request termination of coverage to be effective for *your dependents*.

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

## **SECTION 4**

# **GENERAL PROVISIONS AND REIMBURSEMENT/ SUBROGATION**

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## GENERAL PROVISIONS

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The following provisions are to protect *your* legal rights and the legal rights of this Plan.

### PLAN ADMINISTRATION

The *Plan Sponsor* has established and continues to maintain this Plan for the benefit of its *employees* and their eligible *dependents* as provided in this document.

Benefits under this Plan are provided on a self-insured basis, which means that payment for benefits is ultimately the sole financial responsibility of the *Plan Sponsor*. Certain administrative services with respect to this Plan, such as claims processing, are provided under a services agreement. Humana is not responsible, nor will it assume responsibility, for benefits payable under this Plan.

Any changes to this Plan, as presented in this *Summary Plan Description*, must be properly adopted by the *Plan Sponsor*, and material modifications must be timely disclosed in writing and included in or attached to this document. A verbal modification of this Plan or promise having the same effect made by any person will not be binding with respect to this Plan.

### INCONTESTABILITY

After *you* are covered under this Plan without interruption for two years, this Plan cannot contest the validity of *your* coverage except for:

1. Nonpayment of premium;
2. *Your* ineligibility under this Plan;
3. Any Plan provision;
4. Any fraudulent misrepresentation made by *you*; or
5. Any defenses this Plan may have by law.

An independent incontestability period begins for each type of change in coverage or when this Plan requires a new *employee* enrollment.

This provision only limits this Plan's rights to void *your* coverage after *you* have been covered without interruption for two years.

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**GENERAL PROVISIONS (continued)**

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**RIGHT TO REQUEST OVERPAYMENTS**

This Plan reserves the right to recover any payments made by this Plan that were:

1. Made in error; or
2. Made to *you* or any party on *your* behalf where this Plan determines the payment to *you* or any party is greater than the amount payable under this Plan.

This Plan has the right to recover against *you* if this Plan has paid *you* or any other party on *your* behalf.

**WORKERS' COMPENSATION NOT AFFECTED**

This Plan is not issued in lieu of, nor does it affect any requirement for coverage by any Workers' Compensation or Occupational Disease Act or Law.

**WORKERS' COMPENSATION**

If benefits are paid by this Plan and this Plan determines *you* received Workers' Compensation for the same incident, this Plan has the right to recover as described under the Reimbursement/Subrogation provision. This Plan will exercise its right to recover against *you* even though:

1. The Workers' Compensation benefits are in dispute or are made by means of settlement or compromise;
2. No final determination is made that *bodily injury* or *sickness* was sustained in the course of, or resulted from, *your* employment;
3. The amount of Workers' Compensation due to medical or health care is not agreed upon or defined by *you* or the Workers' Compensation carrier;
4. The medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

*You* hereby agree that, in consideration for the coverage provided by this Plan, *you* will notify Humana of any Workers' Compensation claim *you* make, and that *you* agree to reimburse this Plan as described above.

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**GENERAL PROVISIONS (continued)**

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**MEDICAID**

This Plan will not take into account the fact that an *employee* or *dependent* is eligible for medical assistance or Medicaid under state law with respect to enrollment, determining eligibility for benefits, or paying claims.

If payment for Medicaid benefits has been made under a state Medicaid plan for which payment would otherwise be due under this Plan, payment of benefits under this Plan will be made in accordance with a state law which provides that the state has acquired the rights with respect to a covered *employee* to the benefits payment.

**CONSTRUCTION OF PLAN TERMS**

This Plan has the sole right to construe and prescribe the meaning, scope and application of each and all of the terms of this Plan, including, without limitation, the benefits provided thereunder, the obligations of the *beneficiary* and the recovery rights of this Plan; such construction and prescription by this Plan shall be final and uncontestable.

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## REIMBURSEMENT/SUBROGATION

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The *beneficiary* agrees that by accepting and in return for the payment of *covered expenses* by this Plan in accordance with the terms of this Plan:

1. This Plan shall be repaid the full amount of the *covered expenses* it pays from any amount received from others for the *bodily injuries* or losses which necessitated such *covered expenses*. Without limitation, "amounts received from others" specifically includes, but is not limited to, liability insurance, worker's compensation, uninsured motorists, underinsured motorists, "no-fault" and automobile med-pay payments.
2. This Plan's right to repayment is, and shall be, prior and superior to the right of any other person or entity, including the *beneficiary*.
3. The right to recover amounts from others for the injuries or losses which necessitate *covered expenses* is jointly owned by this Plan and the *beneficiary*. This Plan is subrogated to the *beneficiary's* rights to that extent. Regardless of who pursues those rights, the funds recovered shall be used to reimburse this Plan as prescribed above; this Plan has no obligation to pursue the rights for an amount greater than the amount that it has paid, or may pay in the future. The rights to which this Plan is subrogated are, and shall be, prior and superior to the rights of any other person or entity, including the *beneficiary*.
4. The *beneficiary* will cooperate with this Plan in any effort to recover from others for the *bodily injuries* and losses which necessitate *covered expense* payments by this Plan. The *beneficiary* will notify this Plan immediately of any claim asserted and any settlement entered into, and will do nothing at any time to prejudice the rights and interests of this Plan. Neither this Plan nor the *beneficiary* shall be entitled to costs or attorney fees from the other for the prosecution of the claim.

### RIGHT TO COLLECT NEEDED INFORMATION

*You* must cooperate with Humana and when asked, assist Humana by:

- Authorizing the release of medical information including the names of all providers from whom *you* received medical attention;
- Obtaining medical information and/or records from any provider as requested by Humana;
- Providing information regarding the circumstances of *your sickness* or *bodily injury*;
- Providing information about other insurance coverage and benefits, including information related to any *bodily injury* or *sickness* for which another party may be liable to pay compensation or benefits; and
- Providing information Humana requests to administer this Plan.

Failure to provide the necessary information will result in denial of any pending or subsequent claims, pertaining to a *bodily injury* or *sickness* for which the information is sought, until the necessary information is satisfactorily provided.

**DUTY TO COOPERATE IN GOOD FAITH**

*You* are obliged to cooperate with Humana in order to protect this Plan's recovery rights. Cooperation includes promptly notifying Humana that *you* may have a claim, providing Humana relevant information, and signing and delivering such documents as Humana reasonably request to secure this Plan's recovery rights. *You* agree to obtain this Plan's consent before releasing any party from liability for payment of medical expenses. *You* agree to provide Humana with a copy of any summons, complaint or any other process served in any lawsuit in which *you* seek to recover compensation for *your bodily injury* or *sickness* and its treatment.

*You* will do whatever is necessary to enable Humana to enforce this Plan's recovery rights and will do nothing after loss to prejudice this Plan's recovery rights.

*You* agree that *you* will not attempt to avoid this Plan's recovery rights by designating all (or any disproportionate part) of any recovery as exclusively for pain and suffering.

Failure of the *covered person* to provide Humana such notice or cooperation, or any action by the *covered person* resulting in prejudice to this Plan's rights will be a material breach of this Plan and will result in the *covered person* being personally responsible to make repayment. In such an event, this Plan may deduct from any pending or subsequent claim made under this Plan any amounts the *covered person* owes this Plan until such time as cooperation is provided and the prejudice ceases.

# **SECTION 5**

# **NOTICES**

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## IMPORTANT NOTICES FOR EMPLOYEES AND SPOUSES AGE 65 AND OVER

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Federal law may affect *your* coverage under this Plan. The *Medicare* as Secondary Payer rules were enacted by an amendment to the Social Security Act. Also, additional rules which specifically affect how a large group health plan provides coverage to employees (or their spouses) over age 65 were added to the Social Security Act and to the Internal Revenue Code.

Generally, the health care plan of an employer that has at least 20 employees must operate in compliance with these rules in providing plan coverage to plan *participants* who have "current employment status" and are *Medicare* beneficiaries, age 65 and over.

Persons who have "current employment status" with an employer are generally employees who are actively working and also persons who are NOT actively working as follows:

- Individuals receiving disability benefits from an employer for up to 6 months; or
- Individuals who retain employment rights and have not been terminated by the employer and for whom the employer continues to provide coverage under this Plan. (For example, employees who are on an approved leave of absence).

If *you* are a person with "current employment status" who is age 65 and over (or the dependent spouse age 65 and over of an *employee* of any age), *your* coverage under this Plan will be provided on the same terms and conditions as are applicable to *employees* (or dependent spouses) who are under the age of 65. *Your* rights under this Plan do not change because *you* (or *your* dependent spouse) are eligible for *Medicare* coverage on the basis of age, as long as *you* have "current employment status" with *your employer*.

*You* have the option to reject plan coverage offered by *your employer*, as does any eligible *employee*. If *you* reject coverage under *your employer's* Plan, coverage is terminated and *your employer* is not permitted to offer *you* coverage that supplements *Medicare* covered services.

If *you* (or *your* dependent spouse) obtain *Medicare* coverage on the basis of age, and not due to disability or end-stage renal disease, this Plan will consider its coverage to be primary to *Medicare* when *you* have elected coverage under this Plan and have "current employment status".

If *you* have any questions about how coverage under this Plan relates to *Medicare* coverage, please contact *your employer*.

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## PRIVACY OF PROTECTED HEALTH INFORMATION

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This Plan is required by law to maintain the privacy of *your protected health information* in all forms including written, oral and electronically maintained, stored and transmitted information and to provide individuals with notice of this Plan's legal duties and privacy practices with respect to *protected health information*.

This Plan has policies and procedures specifically designed to protect *your* health information when it is in electronic format. This includes administrative, physical and technical safeguards to ensure that *your* health information cannot be inappropriately accessed while it is stored and transmitted to Humana and others that support this Plan.

In order for this Plan to operate, it may be necessary from time to time for health care professionals, the *Plan Administrator*, individuals who perform Plan-related functions under the auspices of the *Plan Administrator*, Humana and other service providers that have been engaged to assist this Plan in discharging its obligations with respect to delivery of benefits, to have access to what is referred to as *protected health information*.

A *covered person* will be deemed to have consented to use of *protected health information* about him or her for the sole purpose of health care operations by virtue of enrollment in this Plan. This Plan must obtain authorization from a *covered person* to use *protected health information* for any other purpose.

Individually identifiable health information will only be used or disclosed for purposes of Plan operation or benefits delivery. In that regard, only the minimum necessary disclosure will be allowed. The *Plan Administrator*, Humana, and other entities given access to *protected health information*, as permitted by applicable law, will safeguard *protected health information* to ensure that the information is not improperly disclosed.

Disclosure of *protected health information* is improper if it is not allowed by law or if it is made for any purpose other than Plan operation or benefits delivery without authorization. Disclosure for Plan purposes to persons authorized to receive *protected health information* may be proper, so long as the disclosure is allowed by law and appropriate under the circumstances. Improper disclosure includes disclosure to the *employer* for employment purposes, *employee* representatives, consultants, attorneys, relatives, etc. who have not executed appropriate agreements effective to authorize such disclosure.

Humana will afford access to *protected health information* in its possession only as necessary to discharge its obligations as a service provider, within the restrictions noted above. Information received by Humana is information received on behalf of this Plan.

Humana will afford access to *protected health information* as reasonably directed in writing by the *Plan Administrator*, which shall only be made with due regard for confidentiality. In that regard, Humana has been directed that disclosure of *protected health information* may be made to the person(s) identified by the *Plan Administrator*.

Individuals who have access to *protected health information* in connection with their performance of Plan-related functions under the auspices of the *Plan Administrator* will be trained in these privacy policies and relevant procedures prior to being granted any access to *protected health information*. Humana and other Plan service providers will be required to safeguard *protected health information* against improper disclosure through contractual arrangements.

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**PRIVACY OF PROTECTED HEALTH INFORMATION (continued)**

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In addition, *you* should know that the *employer / Plan Sponsor* may legally have access, on an as-needed basis, to limited health information for the purpose of determining Plan costs, contributions, Plan design, and whether Plan modifications are warranted. In addition, federal regulators such as the Department of Health and Human Services and the Department of Labor may legally require access to *protected health information* to police federal legal requirements about privacy.

*Covered persons* may have access to *protected health information* about them that is in the possession of this Plan, and they may make changes to correct errors. *Covered persons* are also entitled to an accounting of all disclosures that may be made by any person who acquires access to *protected health information* concerning them and uses it other than for Plan operation or benefits delivery. In this regard, please contact the *Plan Administrator*.

*Covered persons* are urged to contact the originating health care professional with respect to medical information that may have been acquired from them, as those items of information are relevant to medical care and treatment. And finally, *covered persons* may consent to disclosure of *protected health information*, as they please.

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## CONTINUATION OF MEDICAL BENEFITS

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### THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1986 (COBRA)

#### CONTINUATION OF BENEFITS

On April 7, 1986, the Consolidated Omnibus Budget Reconciliation Act (COBRA) was signed into law. This federal law applies to employers with 20 or more employees. The law requires that employers offer employees and/or their dependents continuation of medical coverage at group rates in certain instances where there is a loss of group insurance coverage.

#### ELIGIBILITY

A qualified beneficiary under COBRA law means an *employee*, *employee's* spouse or *dependent* child covered by this Plan on the day before a qualifying event. A qualified beneficiary under COBRA law also includes a child born to the *employee* during the coverage period or a child placed for adoption with the *employee* during the coverage period.

**EMPLOYEE:** An *employee* covered by the *employer's* Plan has the right to elect continuation coverage if coverage is lost due to one of the following qualifying events:

- Termination (for reasons other than gross misconduct, as defined by *your employer*) of the *employee's* employment or reduction in the hours of *employee's* employment; or
- Termination of retiree coverage when the former *employer* discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

**SPOUSE:** A spouse covered by the *employer's* Plan has the right to elect continuation coverage if the group coverage is lost due to one of the following qualifying events:

- The death of the *employee*;
- Termination of the *employee's* employment (for reasons other than gross misconduct, as defined by *your employer*) or reduction of the *employee's* hours of employment with the *employer*;
- Divorce or legal separation from the *employee*;
- The *employee* becomes entitled to *Medicare* benefits; or
- Termination of a retiree spouse's coverage when the former *employer* discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

**DEPENDENT CHILD:** A *dependent* child covered by the *employer's* Plan has the right to continuation coverage if group coverage is lost due to one of the following qualifying events:

- The death of the *employee* parent;
- The termination of the *employee* parent's employment (for reasons other than gross misconduct, as defined by *your employer*) or reduction in the *employee* parent's hours of employment with the *employer*;
- The *employee* parent's divorce or legal separation;

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## CONTINUATION OF MEDICAL BENEFITS (continued)

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- Ceasing to be a "*dependent* child" under this Plan;
- The *employee* parent becomes entitled to *Medicare* benefits; or
- Termination of the retiree parent's coverage when the former *employer* discontinues retiree coverage within one year before or one year after filing for Chapter 11 bankruptcy.

### LOSS OF COVERAGE

Coverage is lost in connection with the foregoing qualified events, when a covered *employee*, spouse or *dependent* child ceases to be covered under the same Plan terms and conditions as in effect immediately before the qualifying event (such as an increase in the premium or contribution that must be paid for *employee*, spouse or *dependent* child coverage).

If coverage is reduced or eliminated in anticipation of an event (for example, an *employer* eliminating an *employee's* coverage in anticipation of the termination of the *employee's* employment, or an *employee* eliminating the coverage of the *employee's* spouse in anticipation of a divorce or legal separation), the reduction or elimination is disregarded in determining whether the event causes a loss of coverage.

A loss of coverage need not occur immediately after the event, so long as it occurs before the end of the Maximum Coverage Period.

### NOTICES AND ELECTION

This Plan provides that coverage terminates for a spouse due to legal separation or divorce or for a child when that child loses *dependent* status. Under the law, the *employee* or qualified beneficiary has the responsibility to inform the *Plan Administrator* (see Plan Description Information) if one of the above events has occurred. The qualified beneficiary must give this notice within 60 days after the event occurs. (For example, an ex-spouse should make sure that the *Plan Administrator* is notified of his or her divorce, whether or not his or her coverage was reduced or eliminated in anticipation of the event). When the *Plan Administrator* is notified that one of these events has happened, it is the *Plan Administrator's* responsibility to notify the qualified beneficiary of the right to elect continuation coverage.

For a qualified beneficiary who is determined under the Social Security Act to be disabled at any time during the first 60 days of COBRA coverage, the continuation coverage period may be extended 11 additional months. The disability that extends the 18-month coverage period must be determined under Title II (Old Age, Survivors, and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act. To be entitled to the extended coverage period, the disabled qualified beneficiary must provide notice to the *Plan Administrator* within the initial 18 month coverage period and within 60 days after the date of the determination of disability under the Social Security Act. Failure to provide this notice will result in the loss of the right to extend the COBRA continuation period.

For termination of employment, reduction in work hours, the death of the *employee*, the *employee* becoming covered by *Medicare* or loss of retiree benefits due to bankruptcy, it is the *Plan Administrator's* responsibility to notify the qualified beneficiary of the right to elect continuation coverage.

Under the law, continuation coverage must be elected within 60 days after Plan coverage ends, or if later, 60 days after the date of the notice of the right to elect continuation coverage. If continuation coverage is not elected within the 60 day period, the right to elect coverage under this Plan will end.

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**CONTINUATION OF MEDICAL BENEFITS (continued)**

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A covered *employee* or the spouse of the covered *employee* may elect continuation coverage for all covered *dependents*, even if the covered *employee* or spouse of the covered *employee* or all covered *dependents* are covered under another group health plan (as an *employee* or otherwise) prior to the election. The covered *employee*, his or her spouse and *dependent* child, however, each have an independent right to elect continuation coverage. Thus a spouse or *dependent* child may elect continuation coverage even if the covered *employee* does not elect it.

Coverage will not be provided during the election period. However, if the individual makes a timely election, coverage will be provided from the date that coverage would otherwise have been lost. If coverage is waived before the end of the 60 day election period and the waiver revoked before the end of the 60 day election period, coverage will be effective on the date the election of coverage is sent to the *Plan Administrator*.

On August 6, 2002, The Trade Act of 2002 (TAA), was signed in to law. Workers whose employment is adversely affected by international trade (increased import or shift in production to another country) may become eligible to receive TAA. TAA provides a second 60-day COBRA election period for those who become eligible for assistance under TAA. Pursuant to the Trade Act of 1974, an individual who is either an eligible TAA recipient or an eligible alternative TAA recipient and who did not elect continuation coverage during the 60-day COBRA election period that was a direct consequence of the TAA-related loss of coverage, may elect continuation coverage during a 60-day period that begins on the first day of the month in which he or she is determined to be TAA-eligible individual, provided such election is made not later than 6 months after the date of the TAA-related loss of coverage. Any 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.

TAA created a new tax credit for certain individuals who became eligible for trade adjustment assistance (eligible individuals). Under the new tax provisions, eligible individuals can either take a tax credit or get advance payment of 65% of premiums paid for qualified health insurance, including continuation coverage. If *you* have questions about these new tax provisions, *you* may call the Health Care Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TTD/TTY callers may call toll-free at 1-866-626-4282.

The *Plan Administrator* shall require documentation evidencing eligibility of TAA benefits. This Plan need not require every available document to establish evidence of TAA. The burden for evidencing TAA eligibility is that of the individual applying for coverage under this Plan.

**MAXIMUM COVERAGE PERIOD**

Coverage may continue up to:

- 18 months for an *employee* and/or *dependent* whose group coverage ended due to termination of the *employee's* employment or reduction in hours of employment;
- 36 months for a spouse whose coverage ended due to the death of the *employee* or retiree, divorce, or the *employee* becoming entitled to *Medicare* at the time of the initial qualifying event;

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## CONTINUATION OF MEDICAL BENEFITS (continued)

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- 36 months for a *dependent* child whose coverage ended due to the divorce of the *employee* parent, the *employee* becoming entitled to *Medicare* at the time of the initial qualifying event, the death of the *employee*, or the child ceasing to be a *dependent* under this Plan;
- For the retiree, until the date of death of the retiree who is on continuation due to loss of coverage within one year before or one year after the *employer* filed Chapter 11 bankruptcy.

### DISABILITY

An 11-month extension of coverage may be available if any of the qualified beneficiaries are determined by the Social Security Administration (SSA) to be disabled. The disability has to have started at some time before the 60<sup>th</sup> day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. The qualified beneficiary must provide notice of such determination prior to the end of the initial 18-month continuation period to be entitled to the additional 11 months of coverage. Each qualified beneficiary who has elected continuation coverage will be entitled to the 11-month disability extension if one of them qualifies. If a qualified beneficiary is determined by SSA to no longer be disabled, *you* must notify this Plan of that fact within 30 days after SSA's determination.

### SECOND QUALIFYING EVENT

An 18-month extension of coverage will be available to spouses and *dependent* children who elect continuation coverage if a second qualifying event occurs during the first 18 months of continuation coverage. The maximum amount of continuation coverage available when a second qualifying event occurs is 36 months. Such second qualifying event may include the death of a covered *employee*, divorce or separation from the covered *employee*, the covered *employee's* becoming entitled to *Medicare* benefits (under Part A, Part B, or both), or a *dependent* child's ceasing to be eligible for coverage as a *dependent* under this Plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under this Plan if the first qualifying event had not occurred. *You* must notify this Plan within 60 days after the second qualifying event occurs if *you* want to extend *your* continuation coverage.

### TERMINATION BEFORE THE END OF MAXIMUM COVERAGE PERIOD

Continuation coverage will terminate before the end of the maximum coverage period for any of the following reasons:

- The *employer* no longer provides group health coverage to any of its *employees*;
- The premium for continuation is not paid timely;
- The individual on continuation becomes covered under another group health plan (as an *employee* or otherwise); however, if the new plan coverage contains any exclusion or limitation with respect to any pre-existing condition, then continuation coverage will end for this reason only after the exclusion or limitation no longer applies or prior *creditable coverage* satisfies the exclusion or limitation;

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## CONTINUATION OF MEDICAL BENEFITS (continued)

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NOTE: The federal Health Insurance Portability and Accountability Act of 1996 requires portability of health care coverage effective for plan years beginning after June 30, 1997, an exclusion or limitation under the other group health plan may not apply at all to the qualified beneficiary, depending on the length of his or her prior creditable coverage. Portability means once *you* obtain health insurance, *you* will be able to use evidence of that insurance to reduce or eliminate any pre-existing medical condition limitation period (under certain circumstances) when *you* move from one health plan to another.

- The individual on continuation becomes entitled to *Medicare* benefits;
- If there is a final determination under Title II or XVI of the Social Security Act that an individual is no longer disabled; however, continuation coverage will not end until the month that begins more than 30 days after the determination;
- The occurrence of any event (e.g. submission of a fraudulent claim) permitting termination of coverage for cause under this Plan.

### TYPE OF COVERAGE; PREMIUM PAYMENT

If continuation coverage is elected, the coverage must be identical to the coverage provided under the *employer's* Plan to similarly situated non-COBRA beneficiaries. This means that if the coverage for similarly situated non-COBRA beneficiaries is modified, coverage for the individual on continuation will be modified.

The initial premium payment for continuation coverage is due by the 45th day after coverage is elected. The initial premium includes charges back to the date the continuation coverage began. All other premiums are due on the first of the month for which the premium is paid, subject to a 31 day grace period. The *employer* must provide the individual with a quote of the total monthly premium.

Premium for continuation coverage may be increased, however, the premium may not be increased more than once in any determination period. The determination period is a 12 month period which is established by this Plan.

The monthly premium payment to this Plan for continuing coverage must be submitted directly to the *employer*. This monthly premium may include the *employee's* share and any portion previously paid by the *employer*. The monthly premium must be a reasonable estimate of the cost of providing coverage under this Plan for similarly situated non-COBRA beneficiaries. The premium for COBRA continuation coverage may include a 2% administration charge. However, for qualified beneficiaries who are receiving up to 11 months additional coverage (beyond the first 18 months) due to disability extension (and not a second qualifying event), the premium for COBRA continuation coverage may be up to 150% of the applicable premium for the additional months. Qualified beneficiaries who do not take the additional 11 months of special coverage will pay up to 102% of the premium cost.

### OTHER INFORMATION

Additional information regarding rights and obligations under this Plan and under federal law may be obtained by contacting the *Plan Administrator* or Humana.

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**CONTINUATION OF MEDICAL BENEFITS (continued)**

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It is important for the *covered person* or qualified beneficiary to keep the *Plan Administrator* and Humana informed of any changes in marital status, or a change of address.

**PLAN CONTACT INFORMATION**

University of Kentucky  
115 Scovell Hall  
Lexington, KY 40506-0064  
Telephone: (859) 257- 9555

Humana Insurance Company  
Billing/Enrollment Department  
101 E. Main Street  
Louisville, KY 40201  
Toll Free: 1-800-872-7207

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## THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

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### CONTINUATION OF BENEFITS

Effective October 13, 1994 federal law requires that health plans must offer to continue coverage for *employees* who are absent due to service in the uniformed services and/or their *dependents*. Coverage may continue for up to twenty-four (24) months after the date the *employee* is first absent due to uniformed service.

### ELIGIBILITY

An *employee* is eligible for continuation under USERRA if absent from employment because of voluntary or involuntary performance of duty in the Armed Forces, Army National Guard, Air National Guard, the commissioned corps of the Public Health Service or any other category of persons designated by the President of the United States of America in a time of war or national emergency. Duty includes absence for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for the purpose of an examination to determine fitness for duty.

An *employee's dependent* who has coverage under this Plan immediately prior to the date of the *employee's* covered absence are eligible to elect continuation under USERRA.

### PREMIUM PAYMENT

If continuation of Plan coverage is elected under USERRA, the *employee* or *dependent* is responsible for payment of the applicable cost of coverage. If the *employee* is absent for 30 days or less, the cost will be the amount the *employee* would otherwise pay for coverage. For absences exceeding 30 days, the cost may be up to 102% of the cost of coverage under this Plan. This includes the *employee's* share and any portion previously paid by the *employer*.

### DURATION OF COVERAGE

Elected continuation coverage under USERRA will continue until the earlier of:

- 24 months beginning the first day of absence from employment due to service in the uniformed services; or
- The day after the *employee* fails to apply for, or return to employment, as required by USERRA, after completion of a period of service.

Under federal law, the period of coverage available under USERRA shall run concurrently with the COBRA period available to an *employee* and/or eligible *dependents*.

### OTHER INFORMATION

*Employees* should contact their *employer* with any questions regarding coverage normally available during a military leave of absence or continuation coverage and notify the *employer* of any changes in marital status, or a change of address.

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## ADDITIONAL NOTICES

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### THE WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA)

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

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

Contact *your employer* if *you* would like more information on WHCRA benefits.

### THE NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT OF 1996

The Newborns' and Mothers' Health Protection Act of 1996 provides that group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any *hospital* length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Contact *your employer* if *you* would like more information on The Newborns' and Mothers' Health Protection Act.

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## PLAN DESCRIPTION INFORMATION

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1. Proper Name of Plan: University of Kentucky
2. *Plan Sponsor:*  
University of Kentucky  
115 Scovell Hall  
Lexington, KY 40506-0064  
Telephone: 859-257-9185
3. *Employer:*  
University of Kentucky  
115 Scovell Hall  
Lexington, KY 40506-0064  
Telephone: 859-257-9185  
  
Common Name of *Employer*: UK
4. *Plan Administrator*, Named Fiduciary and Claim Fiduciary:  
  
University of Kentucky  
115 Scovell Hall  
Lexington, KY 40506-0064  
Telephone: 859-257-9185
5. *Employer Identification Number*: 61-6001218
6. This Plan provides medical benefits for eligible *participants* and their enrolled *dependents*.
7. Plan benefits described in this booklet are effective July 1, 2008.
8. The *Plan year* is July 1 through June 30 of each year.
9. The fiscal year is July 1 through June 30 of each year.
10. Service of legal process may be served upon the *Plan Administrator* as shown above or the following agent for service of legal process:  
  
University of Kentucky  
115 Scovell Hall  
Lexington, KY 40506-0064  
Telephone: 859-257-9185

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**PLAN DESCRIPTION INFORMATION (continued)**

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11. The *Plan Manager* is responsible for performing certain delegated administrative duties, including the processing of claims. The *Plan Manager* is:
- Humana Insurance Company  
500 West Main Street  
Louisville, KY 40202  
Telephone: Refer to *your* ID card
12. This is a self-insured and self-administered health benefit plan. The cost of this Plan is paid with contributions shared by the University of Kentucky and the *participants*. Benefits under this Plan are provided from the general assets of the University of Kentucky and are used to fund payment of covered claims under this Plan plus administrative expenses. Please see *your employer* for the method of calculating contributions and the funding mechanism used for the accumulation of assets through which benefits are provided under this Plan.
13. Each *participant* in the Plan receives a *Summary Plan Description*, which is this booklet. This booklet will be provided to *participants* by the University of Kentucky. It contains information regarding eligibility requirements, termination provisions, a description of the benefits provided and other Plan information.
14. This Plan's benefits and/or contributions may be modified or amended from time to time, or may be terminated at any time by the *Plan Sponsor*. Significant changes to this Plan, including termination, will be communicated to *participants* as required by applicable law.
15. Upon termination of this Plan, the rights of the *participants* to benefits are limited to claims incurred and payable by this Plan up to the date of termination. Plan assets, if any, will be allocated and disposed of for the exclusive benefit of the *participants* and their *dependents* covered by this Plan, except that any taxes and administration expenses may be made from this Plan assets.
16. This Plan does not constitute a contract between the *employer* and any *covered person* and will not be considered as an inducement or condition of the employment of any *employee*. Nothing in this Plan will give any *employee* the right to be retained in the service of the *employer*, or for the *employer* to discharge any *employee* at any time.
17. This Plan is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

**SECTION 6**

**DEFINITIONS**

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## DEFINITIONS

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Italicized terms throughout this *SPD* have the meaning indicated below. Defined terms are italicized wherever found in this *SPD*.

### A

***Accident*** means a sudden event that results in a *bodily injury* and is exact as to time and place of occurrence.

***Active status*** means performing on a regular basis all customary occupational duties at the *employer's* business locations or when required to travel for the *employer's* business purposes. Each day of a regular paid vacation and any regular non-working holiday will be deemed *active status* if *you* were in an *active status* on *your* last regular working day prior to the vacation or holiday.

***Admission*** means entry into a facility as a registered bed patient according to the rules and regulations of that facility. An *admission* ends when *you* are discharged, or released, from the facility and are no longer registered as a bed patient.

***Advanced imaging***, for the purpose of this definition, means Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Positron Emission Tomography (PET), Single Photon Emission Computed Tomography (SPECT) and Computed Tomography (CT) imaging.

***Alternative medicine*** means an approach to medical diagnosis, treatment or therapy that has been developed or practiced NOT using the generally accepted scientific methods in the United States of America. For purposes of this definition, *alternative medicine* shall include, but is not limited to: acupressure, aromatherapy, ayurveda, biofeedback, faith healing, guided mental imagery, herbal medicine, holistic medicine, homeopathy, hypnosis, macrobiotics, naturopathy, ozone therapy, reflexotherapy, relaxation response, rolfing, shiatsu and yoga.

***Ambulance*** means a professionally operated vehicle, provided by a licensed *ambulance* service, equipped for the transportation of a sick or injured person to or from the nearest medical facility qualified to treat the person's *sickness* or *bodily injury*. Use of the *ambulance* must be *medically necessary* and/or ordered by a *qualified practitioner*.

***Ambulatory surgical center*** means an institution which meets all of the following requirements:

1. It must be staffed by physicians and a medical staff which includes registered nurses;
2. It must have permanent facilities and equipment for the primary purpose of performing *surgery*;
3. It must provide continuous physicians' *services* on an outpatient basis;
4. It must admit and discharge patients from the facility within a 24-hour period;

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**DEFINITIONS (continued)**

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5. It must be licensed in accordance with the laws of the jurisdiction where it is located. It must be operated as an *ambulatory surgical center* as defined by those laws;
6. It must not be used for the primary purpose of terminating pregnancies, or as an office or clinic for the private practice of any physician or dentist.

**Autism** means a condition affecting a *covered person* ages two (2) through twenty-one (21) years of age, which includes:

- (A) A total of six (6) or more items from subparagraphs 1, 2, and 3 of this paragraph, with at least two (2) from subparagraph 1 and one (1) each from subparagraphs 2 and 3:
  1. Qualitative impairment in social interaction, as manifested by at least two (2) of the following:
    - a. Marked impairment in the use of multiple nonverbal behavior such as eye-to-eye gaze, facial express, body postures, and gestures to regulate social interaction;
    - b. Failure to develop peer relationships appropriate to developmental level;
    - c. A lack of spontaneous seeking to share enjoyment, interests or achievement with other people; or
    - d. Lack of social or emotional reciprocity.
  2. Qualitative impairments in communications as manifested by at least one (1) of the following:
    - a. Delay in, or total lack of, the development of spoken language;
    - b. In individuals with adequate speech, marked impairment in the ability to imitate or sustain a conversation with others;
    - c. Stereotyped and repetitive use of language or idiosyncratic language; or
    - d. Lack of varied, spontaneous make-believe play or social imitative play appropriate to developmental levels.
  3. Restricted repetitive and stereotyped patterns of behavior, interests, and activities, as manifested by at least one (1) of the following:
    - a. Encompassing preoccupation with one (1) or more stereotyped and restricted patterns of interest that is abnormal either in intensity or focus;
    - b. Apparently inflexible adherence to specific, nonfunctional routines or rituals;
    - c. Stereotyped and repetitive motor mannerisms; or
    - d. Persistent preoccupation with parts or objects.
- (B) Delays or abnormal functioning in at least one (1) of the following areas, with onset prior to age three (3) years;
  1. Social interaction;
  2. Language as used in social communication; or
  3. Symbolic or imaginative play; and
- (C) The disturbance is not better accounted for by Rett's Disorder or Childhood Disintegrative Disorder.

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**DEFINITIONS (continued)**

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**B**

**Bariatric services** means the evaluation for *bariatric surgery*, the *bariatric surgery* and the post-discharge *services* and expenses related to complications following an approved *bariatric surgery*.

**Bariatric surgery** means gastrointestinal *surgery* to promote weight loss for the treatment of *morbid obesity*.

**Bariatric surgery treatment period** means six months from the date of discharge from the *hospital* following an approved *bariatric surgery* received while *you* were covered by this Plan.

**Behavioral health** means *mental health services* and *substance abuse services*.

**Beneficiary** means *you* and *your* covered *dependent(s)*, or legal representative of either, and anyone to whom the rights of *you* or *your* covered *dependent(s)* may pass.

**Bodily injury** means bodily damage other than a *sickness*, including all related conditions and recurrent symptoms. However, bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a *sickness* and not a *bodily injury*.

**C**

**Calendar year** means a period of time beginning on January 1 and ending on December 31.

**Claimant** means a *covered person* (or authorized representative) who files a claim.

**Coinsurance** means the shared financial responsibility for *covered expenses* between the *covered person* and the self-insured plan, expressed as a percentage.

**Complications of pregnancy** means:

1. Conditions whose diagnoses are distinct from pregnancy but adversely affected by pregnancy or caused by pregnancy. Such conditions include: acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, puerperal infection, toxemia, eclampsia and missed abortion;
2. A nonelective cesarean section surgical procedure;
3. Terminated ectopic pregnancy; or
4. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.

**Complications of pregnancy** does not mean:

1. False labor;
2. Occasional spotting;

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**DEFINITIONS (continued)**

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3. Prescribed rest during the period of pregnancy;
4. Conditions associated with the management of a difficult pregnancy but which do not constitute distinct *complications of pregnancy*; or
5. An elective cesarean section.

**Concurrent care decision** means a decision by this Plan to reduce or terminate benefits otherwise payable for a course of treatment that has been approved by this Plan (other than by Plan amendment or termination) or a decision with respect to a request by a *claimant* to extend a course of treatment beyond the period of time or number of treatments that has been approved by this Plan.

**Concurrent review** means the process of assessing the continuing *medical necessity*, appropriateness, or utility of additional days of *hospital confinement*, outpatient care, and other health care *services*.

**Confinement** or **confined** means *you* are admitted as a registered bed patient in a *hospital* or a *qualified treatment facility* as the result of a *qualified practitioner's* recommendation. It does not mean detainment in *observation status*.

**Copayment**, if applicable, means the specified dollar amount that *you* must pay to a provider for certain medical *covered expenses* regardless of any amounts that may be paid by this Plan as shown in the Schedule of Benefits section.

**Cosmetic surgery** means *surgery* performed to reshape structures of the body in order to change *your* appearance or improve self-esteem.

**Court-ordered** means involuntary placement in *behavioral health* treatment as a result of a judicial directive.

**Covered expense** means *medically necessary services* incurred by *you* or *your covered dependents* for which benefits may be available under this Plan, subject to any *maximum benefit* and all other terms, provisions, limitations and exclusions of this Plan.

**Covered person** means the *participant* or any of the *participant's* covered *dependents* enrolled for benefits provided under this Plan.

**Creditable coverage** means the total time of prior continuous health plan coverage periods used to reduce the length of any pre-existing condition limitation period applicable to *you* or *your dependents* under this Plan where these prior continuous health coverage(s) existed with no more than a 63-consecutive day lapse in coverage.

**Custodial care** means *services* provided to assist in the activities of daily living which are not likely to improve *your* condition. Examples include, but are not limited to, assistance with dressing, bathing, preparation and feeding of special diets, transferring, walking, taking medication, getting in and out bed and maintaining continence. These *services* are considered *custodial care* regardless if a *qualified practitioner* or provider has prescribed, recommended or performed the *services*.

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**DEFINITIONS (continued)**

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**D**

**Deductible**, if applicable, means a specified dollar amount that must be satisfied, either individually or combined as a covered family, per *plan year* before this Plan pays benefits for certain specified *services*.

**Dental injury** means an injury to a *sound natural tooth* caused by a sudden, violent, and external force that could not be predicted in advance and could not be avoided.

**Dependent** means a covered *participant's*:

1. Legally recognized spouse;
2. Unmarried natural blood related child, step-child, legally adopted child or child for which the *participant* has legal guardianship whose age is less than the limiting age. Each child must legally qualify as a *dependent* as defined by the United States Internal Revenue Service.

The limiting age for each *dependent* child is 25 years.

Adopted children and children placed for adoption are subject to all terms and provisions of this Plan.

3. A covered *participant's* child whose age is less than the limiting age and is entitled to coverage under the provisions of this Plan because of a medical child support order;
4. Sponsored *Dependent*. For purposes of determining eligibility for coverage, a Sponsored *Dependent* is defined as a person meeting the following criteria:
  - a. Shares primary residence with covered UK *employee*, and has lived with UK *employee* at least twelve months prior to effective date of coverage;
  - b. Is at least the age of majority;
  - c. Is not a relative; Definition of relatives: Parents, children, husbands, wives, brothers, sisters, brothers- and sisters- in law, mothers- and fathers- in law, uncles, aunts, cousins, nieces, great nieces, nephews, great nephews, grandchildren, great grandchildren, grandmothers, grandfathers, great grandmothers, great grandfathers, sons- and daughters- in law and half- or step-relatives in the same relationships;
  - d. Is not employed by the UK *employee*; and
  - e. Is not eligible for Medicare.
5. In addition, children of Adult-Sponsored *Dependents* are eligible for coverage, if the child:
  - a. Shares primary residence with UK-covered *employee* and Adult-Sponsored *Dependent* and has lived with UK *employee* at least twelve months prior to effective date of coverage;
  - b. Is under the age of 25;
  - c. Is the natural born or adopted child of Adult-Sponsored *Dependent*;
  - d. Is unmarried; and
  - e. Is not a relative of the covered UK *employee* (see the definition of relative above).

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**DEFINITIONS (continued)**

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6. The following General Limitations also apply:
- a. The Adult-Sponsored *Dependent* cannot be covered on an *employee's* benefit plans if a spouse is already covered.
  - b. Only one Adult-Sponsored *Dependent* is eligible to be on an *employee's* benefit plans, in addition to their eligible *dependents*.
  - c. Unless the Adult-Sponsored *Dependent* and/or his or her child(ren) are eligible for tax-free health coverage as defined by the IRS, the *employee's* payroll deductions for adult-Sponsored *Dependent* coverage will be made on an "after-tax basis" and employer contributions for Sponsored *Dependent* coverage will be taxable income to the *employee*.
  - d. Residency with a UK *employee* cannot be or have been established for the primary purpose of obtaining benefits.

*You* must furnish satisfactory proof, upon request, to Humana that the above conditions continuously exist. If satisfactory proof is not submitted to Humana, the child's coverage will not continue beyond the last date of eligibility.

A covered *dependent* child who attains the limiting age while covered under this Plan will remain eligible for benefits if all of the following exist at the same time:

1. Mentally retarded or permanently physically handicapped;
2. Incapable of self-sustaining employment;
3. The child meets all of the qualifications of a *dependent* as determined by the United States Internal Revenue Service;
4. Declared on and legally qualify as a *dependent* on the *employee's* federal personal income tax return filed for each year of coverage; and
5. Unmarried.

*You* must furnish satisfactory proof to Humana that the above conditions continuously exist on and after the date the limiting age is reached. Humana may not request such proof more often than annually after two years from the date the first proof was furnished. If satisfactory proof is not submitted to Humana, the child's coverage will not continue beyond the last date of eligibility.

***Diabetes equipment*** means blood glucose monitors, including monitors designed to be used by blind individuals, insulin infusion pumps and associated accessories, insulin infusion devices and podiatric appliances for the prevention of complications associated with diabetes.

***Diabetes self-management training*** means the training provided to a *covered person* after the initial diagnosis of diabetes for care and management of the condition including nutritional counseling and use of *diabetes equipment* and supplies. It also includes training when changes are required to the self-management regime and when new techniques and treatments are developed.

***Diabetes supplies*** means test strips for blood glucose monitors, visual reading and urine test strips, lancets and lancet devices, insulin and insulin analogs, injection aids, syringes, prescriptive and nonprescriptive oral agents for controlling blood sugar levels, glucagons emergency kits and alcohol swabs.

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**DEFINITIONS (continued)**

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**Durable medical equipment (DME)** means equipment that is *medically necessary* and able to withstand repeated use. It must also be primarily and customarily used to serve a medical purpose and not be generally useful to a person except for the treatment of a *bodily injury* or *sickness*.

**E**

**Emergency** means an acute, sudden onset of a *sickness* or *bodily injury* which is life threatening or will significantly worsen without immediate medical or surgical treatment.

**Employee** means *you*, as an *employee*, when *you* are permanently employed and paid a salary or earnings and are in an *active status* at *your employer's* place of business.

**Employer** means the sponsor of this Group Plan or any subsidiary(s).

**Expense incurred** means the fee charged for *services* provided to *you*. The date a *service* is provided is the *expense incurred* date.

**Experimental, investigational or for research purposes:**

A *service* is *experimental, investigational or for research purposes* if Humana determines;

1. The *service* cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the *service* is furnished; or
2. The *service* or *your* informed consent document utilized with the *service* was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal law requires such review and approval; or
3. Reliable evidence shows that the *service* is the subject of on-going phase I or phase II clinical trials; is the research, experimental, study or investigational arm of ongoing phase III clinical trials; or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with a standard means of treatment or diagnosis; or
4. Reliable evidence shows that the prevailing opinion among experts regarding the *service* is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
5. Reliable evidence will mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same *service*; or the written informed consent used by the treating facility or by another facility studying substantially the same *service*.

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**DEFINITIONS (continued)**

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**F**

**Family member** means *you* or *your* spouse, or *you* or *your* sponsored *dependent*, *you* or *your* spouse's/sponsored *dependent's* child, brother, sister, parent, grandchild or grandparent.

**H**

**Hearing aids** means any wearable, non-disposable instrument or device designed to aid or compensate for impaired human hearing and any parts, attachments, or accessories, including ear molds, excluding batteries and cords. In addition, *services* necessary to assess, select, and appropriately adjust or fit the *hearing aid* to ensure optimal performance.

**Hospital** means an institution which:

1. Maintains permanent full-time facilities for bed care of resident patients;
2. Has a physician and surgeon in regular attendance;
3. Provides continuous 24 hour a day nursing *services*;
4. Is primarily engaged in providing diagnostic and therapeutic facilities for medical or surgical care of sick or injured persons;
5. Is legally operated in the jurisdiction where located; and
6. Has surgical facilities on its premises or has a contractual agreement for surgical *services* with an institution having a valid license to provide such surgical *services*; or
7. Is a lawfully operated *qualified treatment facility* certified by the First Church of Christ Scientist, Boston, Massachusetts.

**Hospital** does not include an institution which is principally a rest home, skilled nursing facility, convalescent home or home for the aged. **Hospital** does not include a place principally for the treatment of *mental health* or *substance abuse*.

**M**

**Maintenance care** means any *service* or activity which seeks to prevent *bodily injury* or *sickness*, prolong life, promote health or prevent deterioration of a *covered person* who has reached the maximum level of improvement or whose condition is resolved or stable.

**Maximum allowable fee** for a *service* means the lesser of:

1. The fee most often charged in the geographical area where the *service* was performed;
2. The fee most often charged by the provider;

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**DEFINITIONS (continued)**

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3. The fee which is recognized as reasonable by a prudent person;
4. The fee determined by comparing charges for similar *services* to a national data base adjusted to the geographical area where the *services* or procedures were performed; or
5. The fee determined by using a national relative value scale. Relative value scale means a methodology that values medical procedures and *services* relative to each other that includes, but is not limited to, a scale in terms of difficulty, work, risk, as well as the material and outside costs of providing the *service*, as adjusted to the geographic area where the *services* or procedures were performed.

**Maximum benefit** means the maximum amount that may be payable for each *covered person*, for *expense incurred*. The applicable *maximum benefit* is shown in the Schedule of Benefits section. No further benefits are payable once the *maximum benefit* is reached.

**Medically necessary or medical necessity** means the extent of *services* required to diagnose or treat a *bodily injury* or *sickness* which is known to be safe and effective by the majority of *qualified practitioners* who are licensed to diagnose or treat that *bodily injury* or *sickness*. Such *services* must be:

1. Performed in the least costly setting required by *your* condition;
2. Not provided primarily for the convenience of the patient or the *qualified practitioner*;
3. Appropriate for and consistent with *your* symptoms or diagnosis of the *sickness* or *bodily injury* under treatment;
4. Furnished for an appropriate duration and frequency in accordance with accepted medical practices, and which are appropriate for *your* symptoms, diagnosis, *sickness* or *bodily injury*; and
5. Substantiated by the records and documentation maintained by the provider of *service*.

**Medicare** means a program of medical insurance for the aged and disabled, as established under Title 18 of the Social Security Act of 1965, as amended.

**Mental health** means a mental, nervous, or emotional disease or disorder of any type as classified in the Diagnostic and Statistical Manual of Mental Disorders, regardless of the cause or causes of the disease or disorder.

**Morbid obesity** (clinically severe obesity) means a body mass index (BMI) as determined by a *qualified practitioner* as of the date of *service* of:

1. 40 kilograms or greater per meter squared ( $\text{kg}/\text{m}^2$ ); or
2. 35 kilograms or greater per meter squared ( $\text{kg}/\text{m}^2$ ) with an associated comorbid condition such as hypertension, type II diabetes, life-threatening cardiopulmonary conditions; or joint disease that is treatable, if not for the obesity.

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**DEFINITIONS (continued)**

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**N**

**Non-participating (Non-PAR) provider** means a *hospital, qualified treatment facility, qualified practitioner* or any other health *services* provider who has not entered into an agreement with the *Plan Manager* to provide *participating provider services* or has not been designated by the *Plan Manager* as a *participating provider*.

**O**

**Orthotic** means a custom-fitted or custom-made braces, splints, casts, supports and other devices used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body when prescribed by a *qualified practitioner*.

**Out-of-pocket limit**, if applicable, is a specified dollar amount that must be satisfied, either individually or combined as a covered family, per *plan year* before a benefit percentage will be increased.

**P**

**Participant** means any *covered person*, who is properly enrolled in the Plan.

**Partial hospitalization** means *services* provided by a *hospital* or *qualified treatment facility* in which patients do not reside for a full 24-hour period:

1. For a comprehensive and intensive interdisciplinary psychiatric treatment for minimum of 5 hours a day, 5 days per week;
2. That provides for social, psychological and rehabilitative training programs with a focus on reintegration back into the community and admits children and adolescents who must have a treatment program designed to meet the special needs of that age range; and
3. That has physicians and appropriately licensed *mental health* and *substance abuse* practitioners readily available for the emergent and urgent care needs of the patients.

The *partial hospitalization* program must be accredited by the Joint Commission of the Accreditation of Hospitals or in compliance with an equivalent standard.

Licensed drug abuse rehabilitation programs and alcohol rehabilitation programs accredited by the Joint Commission on the Accreditation of Health Care Organizations or approved by the appropriate state agency are also considered to be *partial hospitalization services*.

*Partial hospitalization* does not include *services* that are for *custodial care* or day care.

**Participating (PAR) provider** means a *hospital, qualified treatment facility, qualified practitioner* or any other health *services* provider who has entered into an agreement with, or has been designated by, Humana to provide specified *services* to all *covered persons*.

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**DEFINITIONS (continued)**

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**Plan Administrator** means University of Kentucky.

**Plan Manager** means Humana Insurance Company (HIC). The *Plan Manager* provides services to the *Plan Administrator*, as defined under the Plan Management Agreement. The *Plan Manager* is not the *Plan Administrator* or the *Plan Sponsor*.

**Plan Sponsor** means University of Kentucky.

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

**Post-service claim** means any claim for a benefit under a group health plan that is not a *pre-service claim*.

**Preadmission testing** means only those outpatient x-ray and laboratory tests made within seven days before *admission* as a registered bed patient in a *hospital*. The tests must be for the same *bodily injury* or *sickness* causing the patient to be *hospital confined*. The tests must be accepted by the *hospital* in lieu of like tests made during *confinement*. *Preadmission testing* does not mean tests for a routine physical check-up.

**Precertification** means the process of assessing the *medical necessity*, appropriateness, or utility of proposed non-emergency *hospital admissions*, surgical procedures, outpatient care, and other health care *services*.

**Predetermination of benefits** means a review by Humana of a *qualified practitioner's* treatment plan, specific diagnostic and procedure codes and expected charges prior to the rendering of *services*.

**Pre-service claim** means a claim with respect to which the terms of the Plan condition receipt of a Plan benefit, in whole or in part, on approval of the benefit by Humana in advance of obtaining medical care.

**Protected health information** means individually identifiable health information about a *covered person*, including: (a) patient records, which includes but is not limited to all health records, physician and provider notes and bills and claims with respect to a *covered person*; (b) patient information, which includes patient records and all written and oral information received about a *covered person*; and (c) any other individually identifiable health information about *covered persons*.

## Q

**Qualified practitioner** means a practitioner, professionally licensed by the appropriate state agency to diagnose or treat a *bodily injury* or *sickness*, and who provides *services* within the scope of that license.

**Qualified treatment facility** means only a facility, institution or clinic duly licensed by the appropriate state agency, and is primarily established and operating within the scope of its license.

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**DEFINITIONS (continued)**

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**R**

**Residential treatment facility** means an institution which:

1. Is licensed as a 24-hour residential facility for *mental health* and *substance abuse* treatment, although not licensed as a *hospital*;
2. Provides a multidisciplinary treatment plan in a controlled environment, with periodic supervision of a physician or a Ph.D. psychologist; and
3. Provides programs such as social, psychological and rehabilitative training, age appropriate for the special needs of the age group of patients, with focus on reintegration back into the community.

Residential treatment is utilized to provide structure, support and reinforcement of the treatment required to reverse the course of behavioral deterioration.

**S**

**Services** means procedures, surgeries, examinations, consultations, advice, diagnosis, referrals, treatment, tests, supplies, drugs, devices or technologies.

**Sickness** means a disturbance in function or structure of *your* body which causes physical signs or symptoms and which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of *your* body.

**Sound natural tooth** means a tooth that:

1. Is organic and formed by the natural development of the body (not manufactured);
2. Has not been extensively restored;
3. Has not become extensively decayed or involved in periodontal disease; and
4. Is not more susceptible to injury than a whole natural tooth.

**Substance abuse** means the abuse of, or psychological or physical dependence on, or addiction to alcohol or a controlled substance.

**Summary Plan Description (SPD)** means this document which outlines the benefits, provisions and limitations of this Plan.

**Surgery** means excision or incision of the skin or mucosal tissues, or insertion for exploratory purposes into a natural body opening. This includes insertion of instruments into any body opening, natural or otherwise, done for diagnostic or other therapeutic purposes.

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**DEFINITIONS (continued)**

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**T**

**Total disability or totally disabled** means:

1. During the first twelve months of disability *you* or *your* employed covered spouse are at all times prevented by *bodily injury* or *sickness* from performing each and every material duty of *your* respective job or occupation;
2. After the first twelve months, *total disability* or *totally disabled* means that *you* or *your* employed covered spouse are at all times prevented by *bodily injury* or *sickness* from engaging in any job or occupation for wage or profit for which *you* or *your* employed covered spouse are reasonably qualified by education, training or experience;
3. For a non-employed spouse or a child, *total disability* or *totally disabled* means the inability to perform the normal activities of a person of similar age and gender.

A *totally disabled* person also may not engage in any job or occupation for wage or profit.

**U**

**Urgent care claim** means a claim for medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations:

1. Could seriously jeopardize the life or health of the *claimant* or the ability of the *claimant* to regain maximum function; or
2. In the opinion of a physician with knowledge of the *claimant's* medical condition, would subject the *claimant* to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim; or
3. Generally, whether a claim is a claim involving urgent care will be determined by the *Plan Manager*. However, any claim that a physician with knowledge of a *claimant's* medical condition determines is a "claim involving urgent care" will be treated as a "claim involving urgent care."

**Utilization review** means the process of assessing the *medical necessity*, appropriateness, or utility of *hospital admissions*, surgical procedures, outpatient care, and other health care *services*. *Utilization review* includes *precertification* and *concurrent review*.

**Y**

**You and your** means *you* as the *participant* and any of *your* covered *dependents*, unless otherwise indicated.

**SECTION 7**

**UNIVERSITY OF  
KENTUCKY  
PRESCRIPTION DRUG  
PROGRAM**

**UNIVERSITY OF KENTUCKY  
PRESCRIPTION DRUG BENEFIT PROGRAM  
SUMMARY PLAN DESCRIPTION (JULY 2008-JUNE 2009)**

Introduction  
Definitions  
Services and Benefits  
Limits to Covered Prescription Drug Benefit  
Excluded Prescription Drugs  
Member Appeals Process  
Contact Information  
Termination of Coverage

**INTRODUCTION**

The Prescription Drug Benefit Program is available to UK employees, UK early retirees and dependents that are enrolled as plan participants in the UK-HMO, UK-PPO, UK-PPO High, UK-EPO or the UK-Indemnity Health Plan options. There is one universal prescription benefit that is administered directly by the University instead of through the medical plans. Enrollment in the prescription drug benefit program is automatic with the Member's enrollment on any of the UK Health Plans. The Member will have a separate prescription drug benefit identification card from Express Scripts which must be presented to the pharmacist at the time of service. A ten-digit ID number (not the social security number) is assigned to the plan member. If the plan member has a covered spouse and/or dependent(s), this same ten-digit ID is used for each respective plan participant, with a different two-digit suffix (i.e. plan member – "00", spouse/dependent – "01", etc.)

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

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

**How to fill your prescription:**

- **At your local participating pharmacy:** You will be able to obtain your immediate need (30-day supply) prescriptions through Express Scripts national network of chain and independent retail pharmacies.

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

## DEFINITIONS

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

**Average Wholesale Price (AWP):** The standardized cost of a drug product, calculated by averaging the cost of an undiscounted drug product charged to a drug wholesaler by a pharmaceutical manufacturer. AWP is as shown in the Express Scripts drug price file and as generally determined by “First Databank”.

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

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

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

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

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

## **DEFINITIONS (continued)**

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

**Dispense as Written (DAW):** A physician directive not to substitute a product.

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

**Formulary:** A formulary is a clinically-based drug list that contains FDA-approved brand-name and generic drugs. Formularies are developed based on clinical attributes, as well as cost-effectiveness of products. Members will get the greatest value from their prescription drug benefit when they receive generic or brand-name drugs that are on the formulary. A formulary may also be referred to as a preferred drug list.

A copy of the 2008-2009 University of Kentucky Formulary is on-line at [http://www.uky.edu/HR/benefits/prescription\\_overview.html](http://www.uky.edu/HR/benefits/prescription_overview.html) or by calling University of Kentucky Employee Benefits.

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

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

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

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

**List of Drugs:** See Formulary.

**Local Pharmacy:** See Participating Pharmacy.

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

## **DEFINITIONS (continued)**

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

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

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

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

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

**Multi-source Brand:** A brand-name medication for which there is a chemically equivalent product available.

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

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

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

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

**Over-the-counter (OTC) drug:** A drug product that does not require a Prescription Order under federal or state law.

**Out-of-Network Coverage:** Your pharmacy benefit program does not allow for out-of-network coverage.

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

## **DEFINITIONS (continued)**

**Participant:** any covered person, who is properly enrolled in the Plan.

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

**Pharmacy and Therapeutics (P&T) Committee:** An organized panel of physicians and pharmacists from varying practice specialties, who function as an advisory panel to the Express Scripts benefit programs regarding the safe and effective use of prescription medications.

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

**Plan Administrator:** the University of Kentucky.

**Plan Manager:** see Prescription Benefit Manager.

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

**Preferred Brand Drug:** A brand-name drug that is listed on your formulary. It is also referred to as a formulary brand drug.

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

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

**Prescription Benefit Manager (PBM):** Express Scripts. The PBM provides services to the Plan Administrator, as defined under the Plan Management Agreement. The Plan Manager is not the Plan Administrator.

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

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

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

## DEFINITIONS (continued)

**Single-Source Brand:** A brand medication for which there is no generic version available.

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

**Usual and Customary (U&C) Charge:** The usual and customary price charged by a pharmacy for a Prescription Drug Product dispensed to a cash paying customers.

## SERVICES AND BENEFITS

### Schedule of Benefits

	1-month supply local pharmacy  <b>coinsurance</b>	1-month supply local pharmacy  <b>minimum</b>	1-month supply local pharmacy  <b>maximum</b>	3-month supply mail service or KY Clinic Pharmacy  <b>coinsurance</b>	3-month supply mail service or KY Clinic Pharmacy  <b>minimum</b>	3-month supply mail service or KY Clinic Pharmacy  <b>maximum</b>
Generic	20%	\$8.00	\$50.00	10%	\$24.00	\$100.00
Formulary Brand	40%	\$20.00	\$60.00	30%	\$60.00	\$120.00
Non-Formulary Brand	50%	\$40.00	\$100.00	40%	\$120.00	\$200.00

### Retail Prescription Program

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

## SERVICES AND BENEFITS (continued)

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

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

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

A copy of the 2008-2009 University of Kentucky Formulary is on-line at [http://www.uky.edu/HR/benefits/prescription\\_overview.html](http://www.uky.edu/HR/benefits/prescription_overview.html) or by calling University of Kentucky Employee Benefits.

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

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

The out of pocket maximum is \$60 per prescription for generic or formulary brand name drugs (excluding non-formulary drugs which are subject to an out-of-pocket limit of \$100 per prescription). There is a mandatory generic program. If the Member does not accept the generic equivalent for a "brand name" drug when one exists, the Member will be responsible for the applicable brand name Co-pay or coinsurance, plus any cost difference between the brand name and generic drug up to the retail price of the requested drug.

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

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

All paper claims incurred during the calendar year must be submitted within 120 days of the original date of service. Any claims received after that date will be denied.

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

## **SERVICES AND BENEFITS (continued)**

### **Mail Service Prescription Program**

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

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

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

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

The out of pocket maximum is \$100 per generic prescription and \$120 per formulary brand name prescription (excluding non-formulary drugs which are subject to an out-of-pocket limit of \$200 per prescription). There is a mandatory generic program. If the Member does not accept the generic equivalent for a "brand name" drug when one exists, the Member will be responsible for the applicable brand name Co-pay or Coinsurance, plus any cost difference between the brand name and generic drug up to the retail price of the requested drug.

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

To place an initial order through the mail service drug program a Mail Service Enrollment Order Form must be completed and submitted to Express Scripts along with the original prescription(s) and the appropriate payment. Order forms for the mail service prescription drug program are available from Express Scripts or the University of Kentucky Employee Benefits.

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

### **Kentucky Clinic Pharmacy**

If you are under the care of a UK Provider, you will be able to obtain both your immediate need (30-day supply) prescriptions AND your chronic need (up to 90-day supply) prescriptions at the Kentucky Clinic Pharmacy, on a walk-up (in person) basis. The website is [https://www.hosp.uky.edu/pharmacy/OutpatientPharmacy\\_refill.html](https://www.hosp.uky.edu/pharmacy/OutpatientPharmacy_refill.html).

## SERVICES AND BENEFITS (continued)

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

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

There are other medications which include, but are not limited to, Synagis, Remicade, Lupron Depot and Synvisc that are NOT available on a first-dose basis from the retail pharmacy, but may ONLY be obtained from the Kentucky Clinic Pharmacy or Express Scripts CuraScript program.

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

### **Covered Prescription Drugs**

1. Covered prescription drugs, medicines or medications must
  - a. Be prescribed by a qualified practitioner for the treatment of a sickness or bodily injury;
  - b. Be dispensed by a pharmacist;
  - c. Require a prescription by federal law unless otherwise excluded.
2. Benefits are provided for Medically Necessary Prescription Drugs and medicines incidental to care of an Outpatient.
3. All compound medications containing at least one prescription ingredient in a therapeutic amount.
4. Injectable insulin when prescribed by a physician, including diabetic supplies (needles, syringes, test strips, lancets, pens).
5. Aerochambers, spacers, peak flow meters;
6. Self-administered injectable drugs, limited to those approved by the Prescription Benefit, and available through the Participating Pharmacies or Express Scripts Curascript program;
7. Selected high-cost Injectable drugs intended for administration in a Provider's office may be covered ONLY if pre-approved by the Plan and obtained ONLY through the Kentucky Clinic Pharmacy or Express Scripts Curascript Pharmacy program.
8. Oral contraceptives;

## **COVERED PRESCRIPTION DRUGS (continued)**

9. Special Foods for Inborn Errors of Metabolism: Amino acid modified preparations and low-protein modified food products for the treatment of inherited metabolic diseases if the amino acid products are prescribed for the therapeutic treatment of inherited metabolic diseases and administered under the direction of a physician.
  - a. Coverage for amino acid modified preparations and infant formulas are subject, for each Plan Year, to a cap of twenty-five thousand dollars (\$25,000), and low-protein modified food products shall be subject, for each Plan Year, to a cap of four thousand (\$4,000), subject to annual inflation adjustments.
  - b. Covered services under this section are for the following conditions: (1) Phenylketonuria; (2) Hyperphenylalaninemia; (3) Tyrosinemia (types I, II and III); (4) Maple syrup urine disease; (5) A-ketoacid dehydrogenase deficiency; (6) Isovaleryl-CoA dehydrogenase deficiency; (7) 3-methylcrotonyl-CoA carboxylase deficiency; (8) 3-methylglutaconyl-CoA hydratase deficiency; (9) 3-hydroxy-3-methylglutaryl-CoA lyase deficiency (HMG-CoA lyase deficiency); (10) b-ketothiolase deficiency; (11) Homocystinuria; (12) Glutaric aciduria (types I and II); (13) Lysinuric protein intolerance; (14) Non-ketotic hyperglycinemia; (15) Propionic acidemia; (16) Gyrate atrophy; (17) Hyperornithinemia / hyperammonemia / homocitrullinuria syndrome; (18) Carbamoyl phosphate synthetase deficiency; (19) Ornithine carbamoyl transferase deficiency; (20) Citrullinemia; (21) Arginosuccinic aciduria; (22) Methylmalonic acidemia; and (23) Argininemia.
  - c. The Member should use Participating Pharmacies for prescription products and special supplements. If the purchase of such foods is from a supplier who will not bill Express Scripts, the Member should submit the detailed receipt along with a copy of the prescription to University of Kentucky Employee Benefits Customer Service for reimbursement.

## **LIMITS TO COVERED PRESCRIPTION DRUG BENEFIT**

1. The covered benefit for any one prescription will be limited to:
  - a. Quantities that can reasonably be expected to be consumed or used within 30 days or as otherwise authorized by the Plan;
  - b. Refills only up to the number specified by a physician;
  - c. Refills up to one year from the date of the initial prescription order.
2. Certain prescription drugs require prior-authorization in accordance to guidelines adopted by Express Scripts, including but not limited to: growth hormones, Epogen/Procrit, Botox, Prolastin, Itraconazole capsules, Lamisil tablets, Regranex, Aranesp, Chantix.
3. Inclusion of a particular medication on the Preferred Drug List is not a guarantee of coverage. The level of benefits received is based on your prescription drug benefit and the Preferred Drug List status of each drug at the time the prescription is filled. The Plan reserves the right to reassign drugs to a different level or non-formulary status at any time during the plan year. The Plan also reserves the right to change quantity limits or prior authorization status during the plan year.

## **COVERED PRESCRIPTION DRUGS (continued)**

4. Certain medical supplies and drugs may be separate from the Prescription Drug Benefit. Members may not obtain these items as pharmacy benefits using the Plan's prescription benefit. The supplier of these items must submit a claim directly to the member's UK health plan.

## **EXCLUDED PRESCRIPTION DRUGS**

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

## **EXCLUDED PRESCRIPTION DRUGS (continued)**

5. Any oral drug or medicine or medication that is consumed or injected, at the place where the prescription is given, or dispensed by the qualified practitioner;
6. Contraceptives, other than oral or injection, whether medication or device, regardless of the purpose for which they are prescribed (e.g., diaphragms, IUDs);
7. Implantable time-released medications or drug delivery implants.
8. Abortifacients (drugs used to induce abortions – refer to medical benefit for life threatening abortion coverage);
9. Experimental or investigational drugs or drugs prescribed for experimental, non-FDA approved, indications.
10. Any drug prescribed for intended use other than for:
  - Indications approved by the FDA; or
  - Recognized off-label indications through peer-reviewed medical literature;
11. Compound chemical ingredients or combination of federal legend drugs in a non-FDA approved dosage form. Drugs, including compounded drugs, which are not FDA approved for treatment for a specified category of medical conditions, unless the Plan determines such use is consistent with standard medical practice and has been effective in published peer review medical literature as to leading to improvement in health outcomes.
12. Dietary supplements, nutritional products, or nutritional supplements except for hereditary metabolic diseases only;
13. Herbs, minerals, fluoride supplements and vitamins, except prenatal (including greater than one milligram of folic acid) and pediatric multi-vitamins with fluoride;
14. Progesterone crystals or powder in any compounded dosage form;
15. Allergen extracts;
16. Anabolic steroids;
17. Treatment for onychomycosis (nail fungus), except for immunocompromised or diabetic patients;
18. Medications used in the treatment of a non-covered diagnosis.
19. Any drug used for infertility purposes, including but not limited to oral, vaginal or injectable (e.g., Clomid, Crinone, Profasi, and HCG).

## EXCLUDED PRESCRIPTION DRUGS (continued)

20. Any drug used for cosmetic purposes, including but not limited to:
  - Tretinoin (e.g., Retin A), except if you are under age 30 or are diagnosed as having adult acne;
  - Anti wrinkle agents or photo-aged skin products (e.g., Renova, Avage);
  - Dermatological or hair growth stimulants (e.g., Propecia, Vaniqa);
  - Pigmenting or de-pigmenting agents (e.g., Solaquin);
  - Injectable cosmetics (e.g., Botox)
21. Anorectic or any drug used for the purpose of weight reduction or weight control, suppress appetite or control fat absorption, including, but not limited to, Adderall, Dexedrine, Meridia, Xenical.
22. Any drug prescribed for impotence and or sexual dysfunction, (e.g., Muse, Viagra, Cialis, Caverject, Edex, Yohimbine).
23. Any service, supply or therapy to eliminate or reduce a dependency on or addiction to tobacco and tobacco products, including but not limited to nicotine withdrawal therapies or smoking cessation medications. (NOTE: Chantix [varenicline] coverage is limited to \$500 per member per year.)
24. For prescription drugs:
  - In a quantity which is in excess of a 30 day supply obtained at a retail pharmacy;
  - In a quantity which is in excess of a 90 day mail order supply;
  - In a quantity which is in excess of the amount prescribed;
25. Replacement of lost or stolen medications is not covered.
26. Drugs obtained at a non-participating provider pharmacy.
27. Any drug for which a charge is customarily not made, or for which the dispenser's charge is less than the co-payment amount in the absence of this benefit.
28. Prescriptions that are to be taken by or administered to the covered person, in whole or in part, while he or she is a Member in a facility where drugs are ordinarily provided by the facility on an inpatient basis, are not covered. Inpatient facilities include, but are not limited to:
  - Hospital;
  - Rest home;
  - Sanitarium;
  - Skilled nursing facility;
  - Convalescent hospital;
  - Hospice facility;
29. Benefits are not provided for medication used by an Outpatient to maintain drug addiction or drug dependency, Methadone Maintenance Program or medications which are excessive or abusive for your condition or diagnosis.

## **EXCLUDED PRESCRIPTION DRUGS (continued)**

30. The Plan Manager may decline coverage of a specific medication or, if applicable, drug list inclusion of any and all drugs, medicines or medications until the conclusion of a review period not to exceed six (6) months following FDA approval for the use and release of the drug, medicine or medication into the market.
31. Items that may be covered by state or federal programs, such as items covered by Worker's Compensation.
32. Expense incurred will not be payable for the following:
  - Legend drugs which are not recommended and not deemed necessary by a prescriber;
  - The administration of covered medication;
  - Any drug, medicine or medication received by the covered person:
  - Before becoming covered under the Plan; or
  - After the date the covered person's coverage under the Plan has ended;
  - Any drug, medicine or medication labeled "Caution-limited by Federal Law to investigational use" or any experimental drug, medicine or medication, even though a charge is made to the covered person;
  - Any costs related to the mailing, sending or delivery of prescription drugs;
  - Any fraudulent misuse of this benefit including prescriptions purchased for consumption by someone other than the covered person;
  - Prescription or refill for drugs, medicines or medications that are lost, stolen, spilled, spoiled or damaged;
  - More than one prescription for the same drug or therapeutic equivalent medication prescribed by one or more Qualified Practitioners and dispensed by one or more Pharmacies until at least 75% of the previous Prescription has been used by the Covered Person, unless the drug or therapeutic equivalent medication is dispensed at a mail order service in which case 66% of the previous Prescription must have been used by the covered person;
  - Any drug or biological that has received an "orphan drug" designation, unless approved by the Plan;
  - Any Co-payment or Coinsurance you paid for a prescription that has been filled, regardless of whether the Prescription is revoked or changed due to adverse reaction or change in dosage or Prescription.

## **MEMBER COMPLAINT AND APPEAL PROCESS**

There is a formal complaint and appeal process for handling Member concerns. A complaint is an oral or written expression of dissatisfaction. An appeal is a request to change a previous decision made by Express-Scripts for the Prescription Benefit. Below is the four-step appeal process for you to follow to resolve your issue. You must exhaust your appeal rights under the Member Complaint and Appeal Process prior to bringing any other administrative or legal action.

## **MEMBER COMPLAINT AND APPEAL PROCESS (continued)**

### **Step 1 – Informal Inquiry**

We recommend that you always contact Express Scripts Customer Service first when you have a problem, concern or complaint. The Customer Service toll-free number is 1-877-242-1864 (or 1-800-972-4348 for hearing-impaired).

Many problems can be resolved the same day. If not, Customer Services will investigate and notify you of our findings and any action taken. If additional time is needed to respond to your complaint, we will notify you that additional days are required to resolve your complaint. If your complaint is related to a denial of coverage by the Plan, you may file an appeal.

### **Step 2 – Written Appeal**

If the inquiry or complaint of the Member has not been resolved informally under Step 1, the Member may request a formal review. Any such request shall be submitted in writing within 60 days after the date of the denial notice. If the Plan denies medical necessity coverage for a Prescription Drug Product, you may appeal. You may also appeal if the Plan does not issue a timely decision.

Member may appeal any medical necessity claim denial to Express Scripts within 60 days of denial. Express Scripts will review appeal request and provide a written response to the member within 30 days of written request to Express Scripts.

The letter should be signed by the Member and include the following information:

- Your name if applicable, the name of the person acting on your behalf.
- Your Prescription Benefit Identification Number, address, telephone number. Please include the best time to reach you.
- The service being denied. Include all the facts and issues related to the denial, the names of providers involved with your and medical records, if applicable.
- The resolution you are requesting.
- If you wish another person to represent you in the appeal, enclose a signed statement designating that person as your representative. You may obtain a Personal Representative form from UK Employee Benefits Customer Service.

### **Step 3 – Formal Appeal Committee**

If the Member is not satisfied with the resolution or determination, he/she may submit a written request for a hearing to Express Scripts Appeals Committee. The written request must be sent within 60 days of receipt of the appeal decision letter under Step 2 of this Appeal Procedure. The Member may submit in writing any relevant information he or she wishes the Committee to consider at this level.

The Committee reviewing the appeal will be provided with the applicable medical records, plan language and any documentation regarding any previous appeals. You will be notified within one business day of receipt of case to inform you of your right to submit additional records for review. You will also be provided the name and telephone number of a contact person to answer questions related to the appeal process. Your medical provider may be contacted for additional information as well. You will be notified of the determination of your appeal within 60 days.

## **MEMBER COMPLAINT AND APPEAL PROCESS (continued)**

### **Step 4 – Final Appeal**

If you are not satisfied with the outcome of the Appeal Committee, you may submit a written request within 60 days of receipt of the Appeal Committee decision letter under Step 3, to the Associate Vice President, Human Resource Services at the University of Kentucky, 101 Scovell Hall, Lexington, KY 40506-0064. The statement should include a summary of the complaint or issue, information regarding previous contact(s) with the Plan regarding the matter in question and a description of the relief sought. The Associate Vice President, Human Resource Services has the discretion to establish a Committee to perform the Final Appeal process. The Associate Vice President, Human Resource Services, and/or the Committee so established, as applicable, shall review the entire appeal file, including prior decisions rendered on the matter under review, and may request additional information from the Member, prior to rendering the final appeal decision. The final appeal decision will be rendered within 30 days of request of the formal appeal.

### **CONTACT INFORMATION**

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

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

### **TERMINATION OF COVERAGE**

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

*Administered by:*

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500 West Main Street  
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