

# 2017 Certificate of Coverage

July 1, 2017 - June 30, 2018  
**For the faculty and staff of the  
University of Pittsburgh enrolled in  
the Self-Insured Advantage HMO  
or Enhanced Access HMO**

## Welcome and General Information for Members

This document is your Certificate of Coverage. Your Certificate of Coverage establishes the terms of coverage for your group health benefit plan. It sets forth what services are covered and what services are not covered. It explains the procedures that you must follow to ensure that the health care services you receive will be covered under your benefit plan. It also describes how you can add a dependent to your plan, submit a claim, file an appeal, and other information you may need to know in order to access your health care benefits.

The Certificate of Coverage can be referenced in addition to your Summary Plan Description for your employer's self-insured group health benefit plan. It sets forth your obligations as an employee/member and the University of Pittsburgh's, our obligations as the administrator of your group health benefit plan, and your employer or group health benefit plan sponsor's obligations. It is important to use this Certificate of Coverage along with your Schedule of Benefits. Your Schedule of Benefits is the document that outlines your coverage amount and Benefit Limits. This plan does not impose any pre-existing condition exclusions.

This benefit plan has cost-sharing, which may include Deductibles, Copayments, Coinsurance, and Out-of-Pocket Limits. An Out-of-Pocket Limit puts a cap on the amount of money you can spend on non-premium expenses. Your Deductible is the amount you must pay for Covered Services before the Health Plan begins to pay for Covered Services. Coinsurance is the percentage of the cost you pay for the Covered Services you receive. You may pay Copayments and/or Coinsurance each time you go to the doctor or pick up a prescription from the pharmacy and at other times.

This Certificate of Coverage includes coverage for Emergency Services at the highest benefit level. This is true even if you use health care providers who are not in our network. We know that it's not always possible to go to a Participating Provider in an emergency. If you require Emergency Services and cannot be reasonably attended to by a Participating Provider, the Health Plan will pay for Emergency Services so that you are not responsible for a greater Out-of-Pocket expense than if you had been attended to by a Participating Provider. A Non-Participating Provider is defined as a provider or facility licensed where required and performing within the scope of its license that is not a contracted provider with the Health Plan and is not a provider within one of the Health Plan's contracted Out-of-Area Networks.

All out-of-network non-emergent care and services that UPMC Health Plan has Prior Authorized or deemed Medically Necessary by UPMC Health Plan will be paid according to your benefit design. UPMC Health Plan encourages the coordination of health care services through a Primary Care Physician, however a referral is not required to access benefits from Participating Providers.

Your newborn children, whether natural born, adopted, or placed for adoption, are entitled to the health care benefits set forth in the terms and conditions of this Certificate of Coverage from the moment of birth to a maximum of thirty-one days from the date of birth. In order to continue coverage for your newborn after the 31st day, you must add her/him to your coverage by contacting your employer or plan sponsor. For more information, see **Section II. Eligibility for Coverage**.

The coverage described in this Certificate of Coverage is at all times administered in compliance with applicable laws and regulations, including, but not limited to, the Affordable Care Act of 2010. If at any time any part or provision of this Certificate of Coverage is in conflict with any applicable law, regulation, or other controlling authority, the requirement of that authority prevails.

**This Health Maintenance Organization benefit plan may not cover all of your health care expenses. Read this contract and all other plan documents carefully to determine which health care services are covered.**

If you have any questions about this Certificate of Coverage or want more information about your benefits or UPMC Health Plan<sup>1</sup>, contact the Member Services Department at 1-888-499-6885, or write to:

Member Services Department  
UPMC Health Plan, Inc.  
U.S. Steel Tower  
600 Grant Street  
Pittsburgh, PA 15219

---

<sup>1</sup> UPMC Health Plan is the marketing name used to refer to the following companies, which are licensed to issue individual and group health insurance products or which provide third party administration services for group health plans: UPMC Health Network Inc., UPMC Health Options Inc., UPMC Health Coverage Inc., UPMC Health Plan Inc., UPMC Health Benefits Inc., UPMC for You Inc., and/or UPMC Benefit Management Services Inc.

## Table of Contents

<b>Section I. Terms and Definitions to Help You Understand Your Coverage</b> .....	<b>1</b>
<b>Section II. Eligibility for Coverage</b> .....	<b>4</b>
<b>Section III. A Guide to Obtaining Covered Benefits</b> .....	<b>7</b>
<b>Section IV. Covered Services</b> .....	<b>11</b>
Preventive Care .....	11
Colorectal Cancer Screening .....	11
Women’s Care .....	11
Hospital Services.....	12
Maternity Services.....	12
Emergency Services.....	13
Urgent Care.....	13
Ambulance Services.....	13
Physician/Surgical Services .....	13
Inpatient Medical Services.....	14
Outpatient Medical Care .....	14
Convenience Care.....	14
Virtual visit.....	15
Allergy Services .....	15
Diagnostic Services .....	15
Rehabilitative Therapy Services.....	15
Habilitative Therapy Services .....	15
Medical Therapy Services .....	15
Cancer Treatment.....	16
Pain Management and Rehabilitative Outpatient programs.....	16
Mental Health Services .....	16
Substance Abuse Services .....	16
Acupuncture.....	16
Corrective Appliances .....	16
Durable Medical Equipment (DME) .....	17
Emergency Dental Services Related to Accidental Injury .....	17
Fertility Testing .....	17
Home Health Care.....	18
Hospice Care .....	18
Infertility Services .....	18
Medical Nutrition Therapy.....	19
Nutritional Products.....	19
Podiatry Services .....	19
Private Duty Nursing Services.....	20
Skilled Nursing Facility Services.....	20
Therapeutic Manipulation/Chiropractic Care.....	20
Diabetic Equipment, Supplies, and Education .....	20
Bariatric and Metabolic Surgery .....	21
Clinical Trials and Research Studies .....	21
Transplantation Services .....	21
Vision Services for a Medical Condition .....	21
Health Management Services .....	22
<b>Section V. Exclusions</b> .....	<b>23</b>
<b>Section VI. Care When You Are Away from Home</b> .....	<b>28</b>
<b>Section VII. Benefit Coverage and Reimbursement</b> .....	<b>29</b>
<b>Section VIII. Resolving Disputes with UPMC Health Plan</b> .....	<b>33</b>
<b>Section IX. Termination of Coverage</b> .....	<b>40</b>
<b>Section X. General Provisions</b> .....	<b>42</b>

## Section I.

### Terms and Definitions to Help You Understand Your Coverage

The following are some important and frequently used terms and definitions that UPMC Health Plan uses in this Certificate of Coverage and when administering your benefits.

**Benefit Limit** — The maximum amount that your group health plan will pay for a Covered Service. The Benefit Limit may be expressed in many ways, such as a dollar amount, the number of days, or the number of services. Some Benefit Limits are discussed in this Certificate of Coverage, but generally they are described in your Schedule of Benefits.

**Benefit Period** — The period (for which you are eligible for coverage during your employer group/plan sponsor's contract year) during which charges for Covered Services must be incurred in order to be eligible for payment by your group health plan. A charge is considered incurred on the date you receive the service or supply.

**Coinsurance** — The percentage of expenses for Covered Benefits that you are responsible to pay, after meeting your Deductible, if you have one. The amount of your Coinsurance depends upon the plan the University of Pittsburgh offers. Refer to your Schedule of Benefits to determine Coinsurance amounts. Copayments do not apply toward Coinsurance.

**Complaint** — A dispute or objection by an enrollee regarding a Participating Provider or the coverage (including contract exclusions and non-Covered Benefits), operations, or management policies of a managed care plan, which has not been resolved by UPMC Health Plan and has been filed with the plan. A Complaint does not include a Grievance. Instructions for filing a Complaint are in **Section VIII. Resolving Disputes with the Health Plan.**

**Copayment** — The specified dollar amount that you pay at the time of service, for certain Covered Benefits. Copayments do not apply toward your Coinsurance or Deductible. You are expected to pay Copayments at the time of service. Refer to the Schedule of Benefits to determine Copayment amounts.

**Covered Benefit or Covered Service** — A health care service or supply as set forth in **Section IV. Covered Services.** Such services must be Medically Necessary. Some may require Prior Authorization.

**Deductible** — The initial amount that you must pay each year for Covered Benefits before your group health plan begins to pay for Covered Benefits. Under some plans, if you have several covered dependents, you may have a family Deductible. See your Schedule of Benefits to determine which services, if any, apply to the Deductible, the Deductible amounts, and for information on how your family Deductible works.

**Emergency Services** — Any health care service provided after sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in one or more of the following:

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

Emergency transportation and related Emergency Services provided by a licensed ambulance service constitute an Emergency Service and will be covered at the in-network level whether the service is provided by a Participating or Non-Participating Provider.

**Experimental/Investigational** — The use of any treatment, service, procedure, facility, equipment, drug, device, or supply (intervention) that is not determined by UPMC Health Plan or its designated agent to be scientifically validated and/or medically effective for the condition (including diagnosis and stage of illness) being treated. UPMC Health Plan will consider an intervention to be Experimental/Investigational if, at the time of service:

- The intervention does not have FDA approval to be marketed for the specific relevant indication(s); or

- Available scientific evidence and/or prevailing peer reviewed medical literature does not indicate that the treatment is safe and effective for treating or diagnosing the relevant medical condition or illness; or
- The intervention is not proven to be as safe or as effective in achieving an outcome equal to or exceeding the outcome of alternative therapies; or
- The intervention has not been shown to improve health outcomes; or
- The effectiveness of the intervention has not been replicated outside of the research setting.

If an intervention is determined to be Experimental/Investigational at the time of service, it will not be covered retroactively if, at a later date, it no longer meets the definition above.

**Grievance** — A request by you or your health care provider who has your written consent to have UPMC Health Plan or a utilization review entity reconsider a decision solely concerning the Medical Necessity and appropriateness of a health care service. If UPMC Health Plan is unable to resolve the matter, a Grievance may be filed regarding the decision that:

- Disapproves full or partial payment for a requested health care service;
- Approves the provision of a requested health care service for a lesser scope or duration than requested; or
- Disapproves payment for the provision of a requested health care service but approves payment for the provision of an alternative health care service.

This term does not include a Complaint. Instructions regarding how to file a Grievance are set forth in **Section VIII. Resolving Disputes with UPMC Health Plan.**

**Health Maintenance Organization or HMO** — An organized system for health care that provides or arranges for comprehensive health care services through a network of health care providers. In an HMO, the Member’s care is coordinated by a Primary Care Physician for such services as office visits, diagnostic tests, hospital care, surgical care, emergency care, and preventive services. Services provided outside of the HMO’s provider network are not covered except for Emergency Services or services that were approved by the HMO prior to obtaining those services.

**Medical Necessity or Medically Necessary** — Health care services covered under your benefit plan that are determined by UPMC Health Plan to be:

- Commonly recognized throughout the provider’s specialty as appropriate for the diagnosis and/or treatment of the Member’s condition, illness, disease, or injury
- Provided in accordance with standards of good medical practice and consistent with scientifically based guidelines of medical, research, or health care coverage organizations or governmental agencies that are accepted by UPMC Health Plan
- Reasonably expected to improve an individual’s condition or level of functioning, and in conformity, at the time of treatment, with medical management criteria/guidelines adopted by UPMC Health Plan or its designee
- Provided not only as a convenience or comfort measure or to improve physical appearance; and
- Rendered in the most cost-efficient manner and setting appropriate for the delivery of the health service

UPMC Health Plan reserves the right to determine whether a health care service meets these criteria. Authorizations for coverage based upon Medical Necessity shall be made by UPMC Health Plan, at its discretion, with input from the treating provider. Note that the fact that a provider orders, prescribes, recommends, or approves a health care service does not mean that the service is Medically Necessary or a Covered Benefit for purposes of coverage.

**Member** — A person who meets eligibility requirements specified in the Eligibility for Coverage section of this Certificate of Coverage and who is entitled to receive Covered Benefits under this Certificate of Coverage by virtue of having enrolled in this plan. References throughout this Certificate of Coverage to “you/your” refer to the Member.

**Non-Participating Provider** — A provider or facility licensed where required and performing within the scope of its license that is not a contracted provider with UPMC Health Plan and is not a provider with one of UPMC Health Plan’s contracted networks.

**Out-of-Pocket Limit** — The maximum dollar amount you are responsible for paying during a Benefit Period before UPMC Health Plan will pay 100% of your Covered Benefits. Copayments, Coinsurance, and Deductibles apply towards your Out-of-Pocket Maximum. See the Schedule of Benefits for Out-of-Pocket Limit amounts.

**Participating Provider** — A provider who has entered into an agreement with UPMC Health Plan to render Covered Services to UPMC Health Plan Members or who is a provider with one of UPMC Health Plan’s contracted networks. All Health Plan Participating Providers are listed in our most current provider directory available online at [www.upmchealthplan.com](http://www.upmchealthplan.com) or you can call UPMC Health Plan Member Services at the phone number on the back of your ID card to have a provider directory sent to you.

**Precertification** — A process through which you must obtain approval from UPMC Health Plan before receiving any self-referred non-emergent inpatient care at a Non-Participating hospital as well as certain outpatient services. If you fail to comply with these requirements, a significant financial penalty will apply for each incident of non-compliance.

**Primary Care Physician or PCP** — A physician who you choose who will supervise, coordinate, prescribe, and otherwise provide initial and basic health care services, initiate referrals for specialist care, and maintain continuity of your health care. Your PCP must participate in the UPMC Health Plan provider network. For more information on choosing a PCP, go to **Section III. A Guide to Obtaining Covered Benefits** in this Certificate of Coverage.

**Prior Authorization** — The process in which UPMC Health Plan determines whether the treatment or services are Medically Necessary and will be obtained in the appropriate setting. For certain services or medications, you must obtain authorization prior to receiving such care or a penalty may be assessed.

**Reasonable & Customary (R&C) Charge** — For a Covered Benefit or Covered Service rendered by a Participating Provider, the R&C Charge is the amount agreed upon by UPMC Health Plan and the provider pursuant to a negotiated agreement. For the services authorized by UPMC Health Plan that are provided by a Non-Participating Provider, the R&C Charge is the amount that UPMC Health Plan determines is reasonable for Covered Services pursuant to industry standards. The Non-Participating Provider may charge you the difference between the billed amount and the R&C amount.

**Rider** — A document that modifies your Certificate of Coverage. A Rider may expand or restrict the benefits set forth in your Certificate of Coverage. Common types of Riders include, but are not limited to, pharmacy, domestic partner, and vision benefit Riders. If you are unsure if you have a Rider, contact UPMC Health Plan or the University of Pittsburgh.

**Service Area** — UPMC Health Plan’s primary Service Area, which consists of the counties listed in the most current version of the UPMC Health Plan Provider Directory. These are the counties in which UPMC Health Plan is licensed to do business and in which most of its Participating Providers are located.

## Section II.

### Eligibility for Coverage

#### Who is eligible for coverage?

You are eligible for coverage if you are an employee of the covered employer/plan sponsor and you meet one of the eligibility criteria established by your employer and/or UPMC Health Plan. Other than yourself, you may enroll the following individuals as dependents:

- Your spouse under a legally valid existing marriage. However, a spouse who, because of age, is eligible for and has elected Medicare coverage instead of coverage under this Certificate of Coverage may not be eligible for this coverage.
- A Domestic Partner who meets the criteria set forth in the University of Pittsburgh's Domestic Partner policy located at <https://hr.secure.pitt.edu/node/288#domesticpartner>.
- Children under 26 years of age, including newborn children, stepchildren, children legally placed for adoption, and children for whom coverage is mandated by a qualified medical child support order or court order, or children for whom you have custody or guardianship as set forth in a court order or other legally binding document, are eligible for coverage under the terms of the Certificate of Coverage, except as provided in an Eligibility Rider. See **Section VII. Benefit Coverage and Reimbursement** for information regarding coordination of benefits. Coverage of a dependent child automatically terminates at the end of the month in which the child reaches the age of 26 or otherwise becomes ineligible under the terms of an Eligibility Rider.
- Disabled dependents who meet the criteria set forth in the subsection titled "Disabled Dependents," which is located in the "How do you enroll a dependent?" section.

To obtain coverage for a dependent, you may be required by your employer, plan sponsor, and/or UPMC Health Plan to provide the University of Pittsburgh with proof that the individual meets criteria for one of the above eligibility categories.

#### How do you enroll a dependent?

There are three ways you can enroll an eligible dependent. First, you may enroll a dependent within 31 days upon being hired. Second, you may enroll an eligible dependent within 60 days<sup>2</sup> of the date on which the dependent becomes eligible for coverage due to a qualified status change. Finally, you may enroll an eligible dependent during your open enrollment period. You must complete and submit an enrollment form or a status change form if not an initial enrollment or during open enrollment to the University of Pittsburgh within the applicable time frame. The following are rules for special circumstances regarding the coverage of dependents:

**Newborn and adopted children:** Newborn children, whether born, adopted, or placed for adoption, are covered automatically from the moment of birth or from the date of legal placement for 31 days regardless of the length of your covered period. To obtain coverage for that child beyond the initial 31-day period, you must contact the University of Pittsburgh to enroll the child as a dependent before the end of the initial 31-day coverage period. If you do not contact your employer or plan sponsor, coverage for that child will end after the 31-day automatic coverage period.

**Court order:** The University of Pittsburgh may determine whether a court order is applicable for coverage. For more information regarding court orders, contact the University of Pittsburgh.

**Qualified Medical Child Support Orders (QMCSO):** A medical child support order is a judgment, decree, or order made by a court of competent jurisdiction or an authorized state administrative agency that is made under state domestic relations law or state laws relating to medical child support. The order provides for medical support or health benefit coverage for a child of a Member under a group health plan. A QMCSO is a medical child support order that contains at least the following information:

- (1) The name and last known mailing address of the Member and each child to be covered under the QMCSO;<sup>3</sup>

---

<sup>2</sup>Days in the Certificate of Coverage refer to calendar days unless stated as business days.

<sup>3</sup>The order may substitute the name and mailing address of a state or local official for a child's mailing address.



- (2) A reasonable description of the type of health coverage to be provided to each child or the manner in which such coverage is to be determined; and
- (3) The period of time to which the QMCSO applies. The University of Pittsburgh may determine whether a medical support order is a QMCSO. For more information regarding QMCSOs, contact the University of Pittsburgh.

**Disabled dependents:** The disabled dependent child, as medically certified by a physician due to intellectual or physical disability, mental illness, or developmental disability, who became so prior to the attainment of age nineteen (19) must:

- Be unmarried and remain unmarried while enrolled in UPMC Health Plan; and
- Be chiefly dependent upon you for support and maintenance; and
- Be your child (either from birth, as a stepchild, or through legal adoption) or a child for whom the Member is legally obligated to provide principal support through a QMCSO.

**Military leave:** If an eligible dependent child who is a member of the Pennsylvania National Guard or any reserve component of the United States Armed Forces and a full-time student at a school, college, or university has been called to active duty (other than active duty for training) for a period of 30 or more consecutive days, then that dependent is eligible for an extension of coverage for a period equal to the duration of active duty service or until the dependent is no longer a full-time student. Eligibility of a dependent who is called to active duty may not terminate by reason of age when his or her enrollment was interrupted because of the military duty.

For purposes of this section, a “full-time student” is defined as a student enrolled in an approved institution of higher learning pursuing an approved program of education equal to or greater than 15 credit hours or its equivalent and recognized by the Pennsylvania Higher Education Assistance Agency as a full-time course of study.

To qualify for the active duty extension, the dependent must (1) submit a form approved by the Department of Military and Veterans Affairs notifying UPMC Health Plan that the dependent has been placed on active duty; (2) submit a form approved by the Department of Military and Veterans Affairs notifying UPMC Health Plan that the dependent is no longer on active duty; and (3) submit a form approved by the Department of Military and Veterans Affairs showing that the student has re-enrolled as a full-time student, as set forth above, for the first term or semester starting 60 or more days after his or her release from active duty.

When you are on a leave of absence or are laid off, University of Pittsburgh may choose to continue your coverage. If so, your coverage will continue as long as UPMC Health Plan receives the required premium from University of Pittsburgh. Also, if University of Pittsburgh does not continue coverage during a period of leave of absence or layoff, University of Pittsburgh may allow you to resume coverage upon returning to work. Contact University of Pittsburgh for more information.

**Loss of other health coverage:** You may enroll yourself or a dependent for whom you previously declined coverage because you or your dependent had health benefits within 60 days of the loss of such coverage if:

- When you declined the coverage, you stated in writing that you did so because you or your dependent had other health coverage; or
- When you declined the coverage, you or your dependent had COBRA coverage and that coverage has since been exhausted.
- When you declined the coverage, you or your dependent had Medical Assistance or Children’s Health Insurance Program (CHIP) coverage that you have lost.
  - Notwithstanding the 60 day enrollment period set forth in the subsection above, if you or your dependent(s): (1) are covered under Medical Assistance or CHIP but lose eligibility for that coverage; OR (2) become eligible for a premium assistance subsidy under Medical Assistance or CHIP, you or your dependent(s) will have 60 days to enroll in coverage under this plan.

The termination of the prior coverage must have occurred due to your or your dependent’s loss of eligibility for such coverage or the termination of the University of Pittsburgh’s contribution toward the premium for the coverage. To be eligible for this special enrollment period, prior coverage must not have been terminated because of your or your dependent’s failure to make timely premium payments or for cause (for example, making a fraudulent claim).

**Medically Necessary leave of absence**

If your coverage under this Certificate of Coverage is based on your status as a student enrolled at a postsecondary educational institution, your coverage may be continued during a Medically Necessary leave of absence, subject to certification by your treating physician and certain limitations as set forth in applicable law.

**Enrolling or changing enrollment status**

As a new hire, you may apply for initial enrollment for yourself or a dependent within 31 days. You may also apply for enrollment due to a qualified status change for yourself or a dependent within 60 days. Changes to enrollment status are also allowed during open enrollment during the designated time period set by the University. To apply for initial or open enrollment, complete and submit an Enrollment Form to the University of Pittsburgh. Qualified status changes require an Enrollment Form along with a Status Change Form. Remember that, for the University of Pittsburgh and UPMC Health Plan to properly manage your benefits and coverage, you must keep the University of Pittsburgh up to date regarding any changes in your contact information (address, telephone number, etc.) and changes in your family status (marriages, deaths, births, etc.).

**When will your coverage begin?**

Your coverage will begin on the effective date communicated to you by the University of Pittsburgh. Note that the University of Pittsburgh may set minimum waiting periods before your coverage will be effective.

**What happens to your coverage when you are on leave or are laid off?**

Refer to the University of Pittsburgh policies on leaves of absence and COBRA.

## Section III.

### A Guide to Obtaining Covered Benefits

You have chosen the UPMC Health Plan Health Maintenance Organization (HMO), which is a health benefit plan that uses an exclusive network of providers. What does this mean for you? First, it means that you must use Participating Providers. Your group health plan generally allows the designation of a Primary Care Provider. You have the right to designate any Primary Care Provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the Primary Care Provider. For information on how to select a Primary Care Provider and for a list of the participating Primary Care Providers, contact UPMC Health Plan's Member Services Department at the phone number listed on the back of your member identification card.

Pursuant to your group health benefit plan design, you need to choose a Primary Care Physician. You will receive all preventive care through your PCP. Also, you generally will receive the highest level of benefit coverage if your specialist care is coordinated through your PCP; however, you also can obtain health care services from specialists on a self-directed basis, without a referral from your PCP. While you can self-direct your specialist care, UPMC Health Plan encourages you to coordinate your care through your PCP. Refer to your Schedule of Benefits for applicable Copayment amounts. Female Members have direct access to an obstetrician or gynecologist for women's health care services. Finally, you must use Participating Providers, also called in-network providers. Except for Emergency Services, UPMC Health Plan will not cover services obtained from Non-Participating, also called Out-of-Network Providers, unless you get Prior Authorization from UPMC Health Plan to see that Non-Participating Provider. Second, you may self-direct your care as long as you use Participating Providers. This means you do not need referrals to obtain care from a specialist.

#### Your Primary Care Physician

##### Why do you need a PCP?

Your PCP is responsible for providing you with basic health services and for coordinating your health care when you need to see a specialist or any other health care provider or when you need to be admitted to a hospital or other facility. Having a PCP means that you have access to a health care provider who knows you and your medical history. Your PCP can help you determine the most appropriate specialist to see if you need specialist care. The name and telephone number of your PCP practice will appear on the front of your member identification card, so you can call him or her at any time to address your health care needs.

##### How do you choose a PCP?

PCPs are listed in your provider directory. You can access the provider directory online at [www.upmchealthplan.com](http://www.upmchealthplan.com) or you can request a paper copy by calling UPMC Health Plan Member Services. Once you pick your PCP, you need to let UPMC Health Plan know whom you have chosen. You can let UPMC Health Plan know in two ways. First, you can call UPMC Health Plan Member Services. Second, you can go to [www.upmchealthplan.com](http://www.upmchealthplan.com) and choose a PCP by using the MyHealth OnLine service. If you do not choose a PCP, UPMC Health Plan will automatically choose one for you.

You can change your PCP at any time by contacting the Member Services Department or by visiting [www.upmchealthplan.com](http://www.upmchealthplan.com). If you change your PCP by calling Member Services, the change will be effective immediately. If you change your PCP by using MyHealth OnLine, there may be a slight processing delay. Each time you change your PCP, you will receive a new identification card reflecting the change.

##### Can you choose a doctor who is not listed as a PCP as your PCP?

If you have a life-threatening, degenerative, or disabling disease or condition, you may contact Member Services to request that a specialist act as your PCP. Another option is to request a standing referral to a specialist. If UPMC Health Plan determines that you meet the established standards, you will be permitted to have a specialist designated to provide and coordinate both your primary and specialty care or to have a standing referral to a specialist. The specialist may have to submit a treatment plan for your care to UPMC Health Plan. UPMC Health Plan will review the treatment plan in consultation with you and the physician. You will receive a decision within 45 days of your request.

If, for any reason, UPMC Health Plan terminates your PCP's Participating Provider contract, UPMC Health Plan will notify you and Member Services will assist you in selecting a new PCP.

### **Obstetrician-gynecologists (ob-gyn)**

Your ob-gyn is responsible for providing and coordinating women's care, including: (a) performing screening gynecological examinations and Pap smears; (b) referring you to other professional providers for mammograms and other diagnostic tests; (c) providing maternity care; and (d) providing and/or referring you to other professional providers for related surgical services. Although you are encouraged to consult with your ob-gyn to coordinate your care, you may self-direct to other professional providers for specialist care.

If, for any reason, UPMC Health Plan terminates your ob-gyn's Participating Provider contract, UPMC Health Plan will notify you and Member Services will assist you in selecting a new ob-gyn.

### **The UPMC Health Plan provider network**

Because you have chosen an HMO plan, you must obtain all Covered Services from participating or in-network providers. UPMC Health Plan's network includes physicians, other professional providers, and hospitals. All Participating Providers are carefully evaluated before they are accepted into the network. UPMC Health Plan performs a review process, called credentialing, to make sure that providers meet UPMC Health Plan's provider participation standards.

**UPMC Health Plan offers several network options, and it is important to understand which network your plan covers. If you have questions regarding which network you are in, please contact Member Services at the phone number shown on the back of your member ID card.** To find a Participating Provider, refer to the provider directory. You can visit **[www.upmchealthplan.com](http://www.upmchealthplan.com)** to search our online provider directory or you can call UPMC Health Plan at the phone number on the back of your ID card to have a provider directory sent to you.

Remember that, except in an emergency, you must use Participating Providers to obtain Covered Services. If you do not use a Participating Provider, UPMC Health Plan will not cover those services.

Below is a list of types of providers from whom you may seek care. Note that using or not using an adjective such as Participating, Preferred, Non-Participating, or Non-Preferred to modify any Provider is not a statement regarding the ability of the provider. Also, using or not using an adjective such as Contracting or Non-Contracting to modify any supplier is not a statement regarding the ability of the supplier.

### ***UPMC Health Plan contracts with the types of providers listed below:***

- Acupuncturists
- Audiologists
- Behavioral Health – Doctoral (PhDs) and/or master's level psychologists, master's level social workers, master's level clinical nurse specialists or psychiatric nurse practitioners, and other behavioral specialists
- Chiropractors (DC)
- Clinical laboratories
- Dentists (DDS or DMD) for our Dental Network
- Occupational therapists
- Physical therapists
- Physician Extenders - Certified Nurse Midwives (CNM), Certified Registered Nurse Practitioners (CRNP), and Certified Nurse Anesthetists (CRNA)
- Podiatrists (DPM)
- Primary Care Physicians (PCP) include both Medical Doctors (MD) and Doctor of Osteopathy (DO) physicians
- Respiratory therapists
- Specialist physicians – includes both MDs and DOs
- Speech pathologists

### **Facility Providers**

- Alcohol abuse treatment facilities

- Ambulance services
- Ambulatory surgical centers
- Birthing facilities
- Convenience care clinics
- Drug abuse treatment facilities
- Freestanding dialysis clinics
- Freestanding nuclear magnetic resonance imaging facilities
- Home health care agencies
- Home infusion therapy providers
- Hospices
- Hospitals
- Outpatient alcohol and/or drug abuse treatment facilities
- Outpatient physical rehabilitation facilities
- Outpatient psychiatric facilities
- Psychiatric hospitals
- Rehabilitation hospitals
- Skilled nursing facilities
- Urgent care centers

### **Transitioning care from Non-Participating Providers to Participating Providers**

If you are a new Member, you may be receiving care from a Non-Participating Provider. If so, you must select a Participating Provider. Also, if you are receiving preventive care from a Participating Provider who is not considered to be a PCP by UPMC Health Plan, you must select a participating PCP.

UPMC Health Plan recognizes, however, that it is not easy to change to a new provider who is not yet familiar with your medical condition, history, and other information. That is why UPMC Health Plan provides a transition of care period. This period gives your current provider time to communicate with your new provider to coordinate your care.

When you enroll, if you are currently in active ongoing treatment with a Non-Participating Provider, you may be able to continue this treatment at an in-network rate for a period of up to ninety (90) calendar days from the effective date of your enrollment. You must complete and submit a Transition of Care application within thirty (30) calendar days of your effective date, available from UPMC Health Plan’s Member Services Department by calling the phone number on the back of your ID card, and obtain Prior Authorization from UPMC Health Plan to receive coverage at the in-network rate for continued treatment with a Non-Participating Provider during the transition period. If you are in the second or third trimester of pregnancy on the effective date of your enrollment, the transition of care period extends through postpartum care related to the delivery of your child.

You must obtain Prior Authorization from UPMC Health Plan thereafter, to continue treatment with a Non-Participating Provider.

### **Provider terminations**

If you are receiving an active ongoing treatment for a medical condition with a Participating Provider and that provider’s contract is terminated, you may request a transition of care period of up to sixty (60) calendar days. If receiving an active course of treatment for a chronic condition, you may request to continue treatment for up to 90 calendar days from the date that you are notified of the provider’s termination. If you are in the second or third trimester of pregnancy, you may request to continue maternity care through the postpartum period and delivery of your child. You must obtain Prior Authorization from UPMC Health Plan to continue care with a provider whose contract is terminated.

### **Managing your health care**

In order to receive coverage for services, those services must be Medically Necessary. UPMC Health Plan’s Medical Management Department, made up of doctors and nurses, works to make sure you are receiving quality care in the most clinically appropriate setting. Here is how the Medical Management Department decides this:

**Prior Authorization and Precertification:** Certain Covered Services and Medications require Prior Authorization, or Precertification. This means that you or your attending provider must get UPMC Health Plan’s approval before you receive certain services or certain medications. Some, but not all, Prior Authorization requirements are listed in this section and in the **Covered Services** section of this Certificate of Coverage. If you are unsure whether a service requires Prior Authorization, call UPMC Health Plan Member Services and a representative will assist you.

Also, you must obtain Prior Authorization for Covered Services performed by a Non-Participating (out-of-network) Provider. When reviewing your request, UPMC Health Plan’s Medical Management Department will consider whether the Covered Services can be performed by a Participating Provider. UPMC Health Plan’s large network of Participating Providers represents nearly every medical specialty. However, if the service you need is not available in-network, UPMC Health Plan will consider coverage of that service by a Non-Participating Provider.

When you or your provider requests Prior Authorization, the Medical Management Department may ask for more information before making a decision. Such additional information may include, but is not limited to, medical records. If you or your provider does not provide UPMC Health Plan with the requested information, your request may be denied.

**Concurrent Reviews:** Sometimes the Medical Management Department will review services that you are currently receiving. These reviews might happen while you are an inpatient at a hospital. This is what “concurrent” means. UPMC Health Plan does this to determine the Medical Necessity of (1) how long you stay in the hospital and (2) the treatment you are being provided while you are there. UPMC Health Plan will review your treatment plan and your progress with the hospital or facility staff. Based on the information obtained, UPMC Health Plan will determine if it is Medically Necessary to extend your care or suggest an alternate level of care.

**Post-Service Reviews:** Sometimes, the Medical Management, Quality Audit, and Fraud and Abuse departments will review services that were provided without required authorization. They will also do this in cases when more information is needed to determine if a service was Medically Necessary or if the provider/facility was paid the correct amount.

**Discharge planning:** The purpose of discharge planning is to go over your needs with you before you leave the hospital or facility so that you will have the care you need when you leave. Your provider helps with your discharge planning, along with nursing staff and others. Information taken into consideration during discharge planning includes, but is not limited to:

- Your level of function before and after your admission
- Your ability to care for yourself and whether you have others to care for you
- Your living arrangements before and after your admission
- Any special equipment or safety needs
- The need to refer you to a health coaching program

### **Relationship with providers**

UPMC Health Plan recognizes the importance of maintaining the continuity of care rendered to you by your treating health care providers. To facilitate the management and quality of your overall treatment, UPMC Health Plan may exchange information, including claims information, with your health care providers.

## Section IV.

### Covered Services

Your group health benefit plan provides coverage for the following health care services when those services are Medically Necessary. Refer to your Schedule of Benefits for Copayment, Deductible, and Coinsurance amounts, as well as any Benefit Limits related to Covered Services. You must obtain care from Participating Providers to obtain coverage for these health care services, except in a true emergency or when Prior Authorized by UPMC Health Plan. Read this section carefully to ensure that you receive the specified services from Participating Providers. A doctor's statement that you should have certain services does not mean the services are Medically Necessary and therefore Covered Services under this benefit plan.

If UPMC Health Plan determines that coverage is Medically Necessary, the benefits listed below may be subject to applicable Copayments, Deductibles, and Coinsurance. Also remember that some of the services may require Prior Authorization.

#### Preventive care

Unless additional requirements are specifically identified below, preventative care services will be covered when performed by a participating Primary Care Provider. For specific information on categories of covered preventive care benefits and any applicable cost-sharing, refer to your Schedule of Benefits. The following services are covered:

- Items or services recommended with an A or B rating in the current recommendations of the United States Preventive Services Task Force (USPSTF) with respect to the individual involved.
- Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved.
- Evidence-based preventive care and screenings for infants, children, and adolescents as provided for in the comprehensive guidelines as supported by the Health Resources and Services Administration.
- Evidence-based preventive care and screenings for women provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

**A list of preventive services can be found in the enclosed Preventive Services Reference Guide and is also available on the UPMC Health Plan website at [www.upmchealthplan.com](http://www.upmchealthplan.com).** Please be aware that this list may be amended from time to time to comply with recommendations from the above-mentioned entities. Some recommendations may have a future effective date and may therefore not be covered at no cost sharing until plan years beginning on or after that date. A complete listing of recommendations and guidelines can always be found at [www.HealthCare.gov/center/regulations/prevention.html](http://www.HealthCare.gov/center/regulations/prevention.html).

#### Colorectal cancer screening

- Benefits if you do not have symptoms and are age 50 and over:
  - An annual fecal occult blood test (or fecal immunochemical test) or-
  - A sigmoidoscopy, a screening barium enema, or a test consistent with approved medical standards and practices to detect colon cancer, at least once every five years or-
  - A colonoscopy at least once every ten years
- Benefits if you have symptoms:
  - A colonoscopy, sigmoidoscopy, or any combination of colorectal cancer screening tests at a frequency determined by a treating physician
- Benefits if you do not have symptoms but are at high or increased risk for colorectal cancer and are under 50 years of age:
  - A colonoscopy or any combination of colorectal cancer screening tests in accordance with the current appropriate medical guidelines

#### Women's care

**Routine gynecological examinations and Pap tests:** All female Members have direct access to and are covered for an annual gynecological examination, which may include a pelvic examination, breast examination, and Pap test, in

accordance with the recommendations of the American College of Obstetricians and Gynecologists or as otherwise required by the Affordable Care Act. See also the Preventive Services Reference Guide at [www.upmchealthplan.com](http://www.upmchealthplan.com).

**Mammograms and breast tomosynthesis (3D mammograms):** Beginning at age 40, all women are covered for one annual routine mammogram. Mammograms are covered for all female Members at any age if ordered by a physician. For additional information, see the Preventive Services Reference Guide available on the UPMC Health Plan website at [www.upmchealthplan.com](http://www.upmchealthplan.com).

### **Hospital services**

Your benefit plan covers the following services that you receive in a hospital or ambulatory surgical facility if such services are Medically Necessary.

- Inpatient Only (Hospital)
  - Room and board
    - A semiprivate room and board
    - A private room and board when determined to be Medically Necessary
    - A bed in a special or intensive care unit when your condition requires constant attendance and treatment for a prolonged period of time
  - General nursing care
  - Ancillary services and supplies related to the inpatient stay
- Inpatient and outpatient (Hospital or Ambulatory Surgical Facility)
  - Pre-admission testing, including tests and studies that are required before your admission to the hospital
  - Drugs and medicines provided to you while in the hospital or ambulatory surgical facility
  - Use of operating and delivery rooms and supplies
  - Diagnostic services and testing
  - Therapy services
  - Hospital services and supplies for surgery, including removal of sutures, anesthesia and anesthesia supplies, and services furnished by an employee of the hospital or ambulatory surgical facility other than the surgeon or assistant at surgery
  - Whole blood and blood products, administration of blood and blood products, and blood processing
- Observation stay: Observation is a care status (level of care) in an acute care hospital setting that is appropriate when a patient's condition is rapidly changing and it is not clear if inpatient care is needed. After several hours, and at 24 hours and 48 hours, an assessment can be made to determine if the patient requires inpatient admission, or may be discharged and receive follow-up in the outpatient setting.

If you have an office visit or receive services at an outpatient clinic that is owned by a hospital, you may be responsible for a facility fee, clinic charge, or similar fee. This charge is in addition to any applicable professional fees.

### **Maternity services**

Your benefit plan covers services necessary to provide comprehensive care for both mothers and babies. If you believe that you may be pregnant, contact your treating provider or an obstetrician or nurse-midwife. If your provider determines that you are pregnant, you are eligible for prenatal care coverage, including Medically Necessary sonograms, delivery, postpartum care, and care for your newborn while you are in the hospital. For additional information on coverage for newborn and adopted children, please refer to **Section II. Eligibility for Coverage**.

You will receive coverage for hospital services associated with delivery of your baby for at least 48 hours following a vaginal delivery and for at least 96 hours following a Caesarean section.

You and your baby also are covered for a home health care visit, both at no cost-share, within 48 hours of an early discharge from the hospital if you are discharged prior to receiving 48 hours of inpatient care after a vaginal delivery, or 96 hours after a Caesarean section. Home health care visits include parent education, assistance and training in breast and bottle feeding, infant screening and clinical tests, and the performance of any necessary maternal and neonatal physical assessments. At the mother's sole discretion, any visits may occur at the facility of the provider.



## **Emergency Services**

You do not need prior approval from UPMC Health Plan or your provider to receive Emergency Services.

Use Emergency Services only when it is appropriate to do so. For situations such as a sore throat or earache, it may be better for you to contact your Primary Care Physician who knows you and your medical history. Remember that non-Emergency Services provided in an emergency room will not be covered, unless those services were authorized by your Primary Care Physician or UPMC Health Plan.

As an HMO Member, you are expected to utilize Participating Providers to obtain Emergency Services while you are in the UPMC Health Plan Service Area; however, if you are unable to do so, Emergency Services received from a Non-Participating Provider will be covered. All Emergency Services at Non-Participating Providers will be covered at the Participating Provider level. If you require emergency health care services and cannot reasonably be attended to by a Participating Provider, the Health Plan shall pay the Emergency Services so that you are not liable for a greater Out-of-Pocket expense than if you were attended to by a Participating Provider.

You should contact your Primary Care Physician within 24 hours of receiving Emergency Services to facilitate or to obtain follow-up care. In the event of an emergency admission to a hospital or other facility, the hospital or other facility must contact UPMC Health Plan within 48 hours or on the next business day following the admission. Remember that, in the event that you are admitted to a non-participating facility after receiving Emergency Services, you may be required to transfer to a participating facility when it is medically safe and appropriate, as determined by your treating provider and UPMC Health Plan, to do so.

## **Urgent care**

Urgent care is care received for an unexpected illness or injury that is not life threatening but requires immediate outpatient medical care that cannot be postponed. At an urgent care clinic you may be seen by a physician or a nurse practitioner, but a physician is generally always on site. An urgent situation requires prompt medical attention to avoid complications and unnecessary suffering or severe pain. These services include all of the convenience clinic treatments, plus a broader range of treatments and tests such as x-rays, setting broken bones, and stitches.

## **Ambulance services**

Your benefit plan covers local transportation by a specially equipped vehicle when you are sick or injured. Ambulance services include transportation from your home or the scene of an accident or medical emergency to the nearest hospital capable of treating your medical condition, between hospitals, and between a hospital and a skilled nursing facility.

- Non-emergent routine transportation is not a Covered Benefit for Members with the exception of facility-to-facility transfers, which may be a Covered Benefit if Medically Necessary, such as the need for a higher level of care and not solely for the convenience of the Member or family. Services may require Prior Authorization.
- Ambulance transportation for previously scheduled and planned treatments and therapies is not a Covered Benefit (e.g., dialysis).

## **Physician/surgical services**

Your benefit plan covers surgical services, including pre- and post-operative office visits that you receive from a professional provider, if such services are Medically Necessary. Surgery includes, but is not limited to, the following procedures:

- Oral surgery is covered only for the following procedures in an outpatient setting or in an inpatient setting when such setting is determined to be Medically Necessary.
  - Extraction of impacted third molars that are partially or totally covered by bone
  - Excision of malignant lesions/tumors of the mandible, mouth, lip, or tongue
  - Incision of accessory sinuses, mouth, salivary glands, or ducts
  - Manipulation of dislocations of the jaw
  - Reconstruction to repair a non-dental physiological condition that has resulted in a severe functional impairment
  - Orthodontic treatment of congenital cleft palates involving the maxillary arch, performed in conjunction with bone graft surgery to correct bony deficits associated with extremely wide clefts that affected the alveolus
  - Surgery for temporomandibular joint disease (TMJ)

- In order for surgery to be covered, documentation in the medical record must support that treatment of TMJ disorder with conventional non-surgical therapy has not resulted in adequate improvement.
  - Anesthesia for dental procedures may be covered after Medical Necessity review and may require Prior Authorization for services. Eligible dental patients include those who are 7 years or younger, or developmentally disabled persons of any age for whom a superior result can be expected for treatment under general anesthesia, OR patients of any age with documented medical conditions including, but not limited to: severe local oral infection or certain physical or mental health conditions.
  - All other oral surgery and related services are excluded from coverage.
- Mastectomy and Breast Reconstruction: Your benefit plan covers a mastectomy with a diagnosis of breast cancer when performed on an inpatient or outpatient basis, as well as any surgery needed to re-establish symmetry or alleviate functional impairment. This includes:
  - All stages of reconstruction of the breast on which the mastectomy was performed
  - Surgery and reconstruction of the other breast to produce a symmetrical appearance
  - Mastectomy bras — there is no limit on mastectomy bras
  - External breast prostheses — initial and replacement breast prostheses are covered as per the Member’s benefit plan and UPMC Health Plan policy in accordance with federal law
  - Treatment of physical complications at all stages of the mastectomy, including lymphedema
  - One home health care visit, if requested by your physician, following a hospital discharge that occurs within 48 hours of admission for the mastectomy
  - Prophylactic Mastectomy may be covered under your benefit plan after review for Medical Necessity if you have a high or moderate to high risk of developing breast cancer based on factors including, but not limited to: significant family or personal history of breast cancer; genetic predisposition or other conditions that may lead to breast cancer
- Surgical assistant services, meaning the services of a physician who actively assists the operating surgeon who is performing covered surgery, only in the event that an intern, resident, or house staff member is not available.
- A second surgical opinion from a professional provider and related diagnostic services to confirm the need for elective covered surgery. The second opinion must be from a physician other than the physician who initially recommended the elective surgery. Elective surgery is non-emergent surgery, or surgery that can be delayed.

## **Provider Medical Services**

### **Inpatient medical services**

Your benefit plan covers the following services that you may receive from a professional provider while you are an inpatient in a hospital or other facility for a condition not related to surgery, pregnancy, or a behavioral health condition, if such services are Medically Necessary:

- Visits by the admitting physician to follow your care
- Intensive medical care when your condition requires constant attendance and treatment by a professional provider for a prolonged period of time
- Consultation services when requested by your attending physician
- Visits by a professional provider, to examine a newborn infant while the mother is an inpatient

### **Outpatient medical care**

Outpatient medical care consists of visits to a licensed professional provider’s office, whether a treating provider or specialist, for an illness or injury not related to surgery, pregnancy, or behavioral health condition. Your benefit plan covers the evaluation, examination, services, and supplies necessary to diagnose and treat basic medical illnesses, diseases, and injuries, if such services are Medically Necessary. If you have an office visit or receive services at an outpatient clinic that is owned by a hospital, you may be responsible for a facility fee, clinic charge, or similar fee. This charge is in addition to any applicable professional fees.

### **Convenience care**

When you cannot see your family doctor right away, but you require medical attention, you may want to use convenience care. At a convenience care clinic (such as one found in a drug store), you may be seen by a certified nurse practitioner or physician assistant. You would use convenience care for an unexpected illness or injury that does not constitute an

emergency medical condition or an urgent situation. Examples of convenience care conditions include motion sickness prevention, allergy symptoms, earaches, sore throats, sprains/strains, and similar problems.

### **Virtual visit**

A virtual visit is a visit with a provider that is conducted either through secure email messaging (e-visit) or a video on your computer or mobile device. UPMC Health Plan offers these visits through a service called UPMC AnywhereCare. There are two levels of virtual visits:

- **Level 1** (e.g., non-specialist) - A non-emergent visit with a non-specialist provider conducted through secure email messaging or real-time video.
- **Level 2** (e.g., specialist) - A non-emergent visit with a specialist provider conducted through secure email messaging or real-time video.

### **Allergy services**

Diagnostic testing consisting of percutaneous, intracutaneous, and patch tests, and treatment, including injections and serum, when Medically Necessary.

### **Diagnostic services**

Your benefit plan covers the following diagnostic services when Medically Necessary, ordered by a licensed professional provider, and rendered by a participating laboratory or other Participating Provider. If you have an office visit or receive services at an outpatient clinic that is owned by a hospital, you may be responsible for a facility fee, clinic charge, or similar fee. This charge is in addition to any applicable professional fees.

- Diagnostic x-ray, including, radiology, magnetic resonance imaging (MRI), ultrasound, and nuclear medicine
- Diagnostic pathology consisting of laboratory and pathology tests
- Diagnostic medical procedures consisting of electrocardiogram, electroencephalogram, and other electronic diagnostic medical procedures and physiological medical testing approved by UPMC Health Plan
- Diagnostic testing to establish a diagnosis of infertility.

### **Rehabilitative therapy services**

Rehabilitative therapy services help you keep, restore, or improve skills and functioning for daily living and skills related to communication that have been lost or impaired due to sickness, injury, or disability. Your benefit plan covers the following therapy services when Medically Necessary:

**Physical Therapy (PT), Occupational Therapy (OT), and Speech Therapy (ST):** Your provider must provide a diagnostic evaluation prior to ordering these therapy services to establish whether these services are Medically Necessary. Your provider must anticipate that these services will result in substantial improvement to your medical condition. See your Schedule of Benefits for Benefit Limits regarding these services.

**Cardiac and pulmonary rehabilitation:** These services are covered when Medically Necessary and ordered by a physician. See your Schedule of Benefits for applicable Benefit Limits.

### **Habilitative therapy services**

Habilitative therapy services help you keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services assist people with disabilities in a variety of inpatient and outpatient settings. Your benefit plan covers the following habilitative therapy services when Medically Necessary:

**Physical Therapy (PT), Occupational Therapy (OT), and Speech Therapy (ST):** Your provider must provide a diagnostic evaluation prior to ordering these therapy services to establish whether these services are Medically Necessary. See your Schedule of Benefits for Benefit Limits regarding these services.

### **Medical therapy services**

**Radiation therapy and dialysis treatment:** These services are covered when Medically Necessary.

**Injectable, infusion therapy, or other drugs administered or provided by a medical professional in an outpatient or office setting:** Covered drugs include drugs that usually are not self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services.

**Cancer treatment** Cancer chemotherapy and cancer hormone treatments, which have been approved by the United States Food and Drug Administration for use in the treatment of cancer, whether performed in a physician's office, in an outpatient department of a hospital, in a hospital as a hospital inpatient, or in any other Medically Necessary treatment setting, are covered, but they may require a Prior Authorization.

### **Pain management and rehabilitation outpatient programs**

These services are covered if you are diagnosed with refractory chronic pain of at least six months duration. The provider must demonstrate that he or she anticipates these services to result in substantial improvement to your medical condition.

### **Mental health services**

Your benefit plan covers the following services when Medically Necessary to treat mental health conditions if the services are provided by a hospital or other facility:

- Inpatient facility services are covered as outlined in your Schedule of Benefits. These services include a semiprivate room and board; individual, group, and family psychotherapy or counseling; medications and electroconvulsive therapy; medical supplies and services; and diagnostic and other therapeutic services.
- Outpatient facility services are covered as outlined in your Schedule of Benefits.
- Psychological and neuropsychological testing is covered except as set forth in the Exclusion section, and as outlined in your Schedule of Benefits.

### **Substance abuse services**

Your benefit plan covers the following services when Medically Necessary and obtained from a participating hospital or other facility provider:

- Inpatient and non-hospital detoxification services are covered and as outlined in your Schedule of Benefits. Covered Services include room and board, physician, psychologist, nurse, certified addictions counselor and trained staff services, diagnostic x-ray, psychiatric, psychological and medical laboratory testing, medications, equipment use and supplies.
- Inpatient and non-hospital residential rehabilitation therapy is as outlined in your Schedule of Benefits. Covered inpatient services include room and board; physician, psychologist, nurse, and certified addiction counselor services; diagnostic x-ray; psychiatric, psychological, and medical laboratory testing; medications; equipment use; and supplies.
- Outpatient rehabilitation services are covered and as outlined in your Schedule of Benefits. Covered Services include physician, psychologist, nurse, certified addition counselor and trained staff services, rehabilitation therapy and counseling, family counseling and intervention, psychiatric, psychological, and medical laboratory tests, and medications, equipment use, and supplies.

### **Other Medical Services**

#### **Acupuncture**

Acupuncture is only covered when it is used for the treatment of post-operative nausea, chemotherapy induced nausea, excessive nausea and vomiting associated with pregnancy, migraines, chronic low back pain, chronic neck pain, and knee osteoarthritis.

#### **Corrective appliances (orthotics and prosthetics)**

Orthotics and prosthetics are corrective appliances or devices that restore basic bodily function. Prosthetics replace all or part of the function of a missing body part or a permanently useless or malfunctioning body part. Prosthetics may be implantable devices or an equivalent external device. Examples of prosthetics are artificial limbs, artificial eyes, external breast prosthesis, hip/knee prosthetics, and penile prosthesis. Orthotics are used to restrict, modify, or eliminate motion of a misaligned, weak, or diseased body part; prevent deformity or injury; and aid in proper functioning of normal activities. Orthotics are rigid or semi-rigid supportive devices (e.g., leg braces).

Your benefit plan will cover the purchase, fitting, and necessary adjustments to orthotics and prosthetics when they are Medically Necessary.

Note that your benefit plan only covers orthopedic shoes and shoe inserts if you have conditions including, but not limited to, diabetes to prevent foot injury and/or disease. Customized shoe modifications are also covered for certain conditions such as heel spurs, and peripheral vascular disease, when prescribed by your physician and meeting UPMC Health Plan criteria. If you have questions regarding this benefit, please contact Member Services at the phone number shown on the back of your member ID card.

Repair costs will be covered when the cost is less than 50% of the cost of a replacement item. Replacement coverage may be provided when the cost to repair the damaged item exceeds 50% of the price of a new item; it is Medically Necessary due to a change in your medical condition; repair of the item is not a feasible option; or the item is lost or stolen and you provide appropriate documentation of the events and circumstances of the loss. The decision to cover repair or replacement is at the sole discretion of UPMC Health Plan.

Other special limitations:

- Your benefit plan only covers orthopedic shoes and shoe inserts if you have diabetes or peripheral vascular disease to prevent foot injury and/or disease.
- Wigs are covered if you are suffering hair loss due to chemotherapy. You are allowed one wig per chemotherapy regimen. You must pay for the wig and then submit a Wig Reimbursement Form along with a receipt to UPMC Health Plan for reimbursement, which will be at the in-network level up to a limit of \$750.

### **Durable medical equipment (DME)**

Your benefit plan covers the rental or, at UPMC Health Plan's discretion, the purchase of durable medical equipment for therapeutic use when prescribed by a licensed, professional provider if such services are Medically Necessary. Examples of DME include, but are not limited to, in-home hospital beds, wheelchairs (including power mobility devices), ventilators, oxygen tanks or concentrators, crutches, walkers, canes, commodes, and suction machines.

**Repairs to Medically Necessary DME and corrective appliances:** When the DME, corrective appliance, or other device is under the manufacturer's warranty, repairs are the responsibility of the manufacturer. If the expense for repairs exceeds 50% of the estimated expense of purchasing replacement equipment for the remaining period of medical need, payment shall be limited to the replacement cost.

**Replacements for Medically Necessary DME and corrective appliances:** The replacement of the equipment before the five (5) year life expectancy may be covered if the item is irreparably damaged, for example by a natural disaster such as fire, flood, etc. Replacement due to wear and tear before the five (5) year life expectancy of the item is not covered.

### **Emergency dental services related to accidental injury**

Your benefit plan only covers emergency dental services necessary to treat an accidental injury to sound, natural teeth when the services are obtained within the first 72 hours following the accidental injury. This coverage applies only to the emergency dental services made necessary by the injury itself. Emergency dental services must be obtained in an emergency department. The benefit plan does not provide coverage for any follow-up care, including, but not limited to, orthodontics, post-orthodontics, prosthodontics, and restorative procedures. Injury as a result of chewing or biting is not considered an accidental injury.

All other dental services are excluded, except as provided by a Dental Rider. If you or your eligible dependent(s) are under the age of 19, you may be eligible for Essential Health Benefits (EHB). Please refer to your Pediatric Dental EHB Rider for additional coverage description. All other benefits that are not listed herein or in a Dental Rider or Pediatric Dental EHB Rider are excluded from coverage.

### **Fertility testing**

Except as otherwise set forth in this Certificate of Coverage and pursuant to the terms specified in the Schedule of Benefits, you are covered for fertility testing up to the diagnosis of infertility.

### **Home health care**

Your benefit plan covers the following services that you may receive from a home health care agency or hospital program for home health care when Medically Necessary. Prior Authorization may be required.

- Skilled nursing services provided by a registered nurse or practical nurse, except for private duty nursing services
- Skilled rehabilitation services
- Physical therapy, occupational therapy, and speech therapy
- Non-disposable medical and surgical supplies provided by the home health care agency or hospital program for home health care, including oxygen
- Medical and social service consultations
- Health aide services when you are receiving skilled nursing or therapy care

### **Hospice care**

Your benefit plan covers services provided by a hospice program or a hospital program providing hospice care services and supplies on either an inpatient or outpatient basis when Medically Necessary. Hospice care is designed to provide palliative and supporting care to terminally ill patients and their families. You are covered for hospice care when you have a life expectancy of 180 days or less, as determined by your attending physician. Hospice care must be ordered, directed, and approved by your attending physician and coordinated by an interdisciplinary team. Hospice care will be covered for six months from the date on which you enter the hospice program. Hospice coverage may be extended if ordered and approved by your attending physician.

### **Infertility services**

Your benefit plan covers assisted fertilization procedures including, but not limited to, IUI (Intrauterine Insemination), GIFT (GAMET intrafallopian transfer), ZIFT (Zygote intrafallopian transfer), embryo transplants, and in-vitro fertilization.

To be eligible for coverage for infertility testing and diagnostic procedures, the member(s) must meet the following criteria:

- Documentation of the documented inability of the female to conceive a child within a twelve (12) month period of unprotected sexual intercourse, or after at least six (6) episodes of artificial insemination, AND
- Evidence that the female is premenopausal and reasonably expects fertility as a natural state or, if the female is menopausal, such menopause is experienced at an early age.

Eligibility for coverage (infertility) may arise from female factors (e.g., pelvic adhesions, ovarian dysfunction, endometriosis, and prior tubal ligation), male factors (e.g., abnormalities in sperm production, function or transport, or prior vasectomy), a combination of female and male factors, or unknown causes.

To be eligible for coverage for the assisted fertilization procedures set forth above, the member must be diagnosed as infertile.

For purposes of coverage of Assisted Fertilization Procedures under this rider, members generally must utilize UPMC Health Plan participating providers who are credentialed reproductive endocrinologists. In the event that a member does not have reasonable access to a UPMC Health Plan participating provider who is credentialed in reproductive endocrinology, as determined by UPMC Health Plan, the member may submit a request to UPMC Health Plan to utilize another provider. UPMC Health Plan will only review such requests where the non-participating provider is Board Certified in Reproductive Endocrinology and practices in the county the member resides or an adjacent county. If such a provider is unavailable, UPMC Health Plan will review a request for services where the provider is a Board Certified Obstetrician/Gynecologist with the appropriate credentials and hospital privileges, as determined by UPMC Health Plan in its sole discretion, to provide services under this rider, practicing within the county the member resides or in an adjacent county.

The Lifetime Maximum is the total dollar amount of coverage available to a Member covered by the University of Pittsburgh. Any amount that a Member accrues toward the Lifetime Maximum set forth above for Assisted Fertilization Procedures or Infertility Prescription Drugs shall apply regardless of whether a Member changes benefit plans. The amount accrued toward

the applicable Lifetime Maximum shall carry over to the new benefit plan(s). Benefit limits do not apply to artificial insemination.

### **Medical nutrition therapy**

Medical nutrition therapy helps individuals with certain diseases to better manage their health. This therapy includes nutrition assessment and nutritional counseling by a dietitian or facility-based program that is ordered by a participating physician and offered by a Participating Provider. Your benefit plan will cover Medically Necessary services directly related to the following specific medical conditions and subject to the following Benefit Limits:

- Heart Disease, Symptomatic HIV/AIDS, Crohn's Disease, and Celiac Disease
  - Limited to two visits per Benefit Period.
- Morbid Obesity
  - Limited to an initial assessment and five follow-up visits for a total of six visits per Benefit Period.
- Chronic Renal Disease, Spina Bifida, Spinal Cord Injury, Diabetes Mellitus, and High Risk Obstetrical Conditions
  - Your benefit plan covers unlimited number of visits when Medically Necessary.

### **Nutritional counseling**

Nutritional counseling consists of the assessment of a person's overall nutritional status followed by the assignments of an individualized diet, counseling, and/or nutrition therapies to treat a chronic illness or condition. Your benefit will cover visits with a dietitian or facility-based program that is ordered by a participating physician and offered by a Participating Provider. See your Schedule of Benefits for Benefit Limits regarding the maximum number of visits that are covered under your plan.

### **Nutritional products**

Nutritional products are liquid sources of nutrition, which may contain some or all of the nutrients necessary to meet minimum daily nutritional requirements, that are administered under the direction of a physician into the gastrointestinal tract either orally or through a tube or via a catheter when your gastrointestinal tract does not function sufficiently to permit normal oral or enteral feedings.

Your benefit plan covers nutritional products that are specialty food products when Medically Necessary and when under the direction of a physician on an outpatient basis, for the treatment of inborn errors of metabolism and some hereditary metabolic disorders. The following generalizations apply to all products and all conditions: Nutritional products which are Medically Necessary for the management of certain inborn errors of metabolism and inherited metabolic disorders are covered as state law. Coverage is independent of whether the product is administered orally or enterally. These disorders include:

- Phenylketonuria (PKU)
- Branch-chain ketonuria
- Galactosemia
- Homocysteinuria
- Allergic reaction or malabsorption syndromes, specifically hemorrhagic colitis

Your benefit plan may cover nutritional products administered on an outpatient basis for the treatment of, or related to, conditions other than those set forth above when such therapy and supplements are determined by UPMC Health Plan to be Medically Necessary.

However, nutritional products that are prescribed to meet nutritional needs that can be met using shelf nutritional products (including semisynthetic protein isolate formulas), to the extent that they are commonly available in the retail grocery market, will not be covered, even when they are sole source nutrition.

### **Podiatry services**

Your benefit plan will cover podiatry services that are determined by UPMC Health Plan to be Medically Necessary, provided that (1) such services are provided by a participating podiatrist and (2) you have diabetes or peripheral vascular disease, or another qualifying medical condition, which, in UPMC Health Plan's discretion, warrants specialized care.

**Private duty nursing services**

Your benefit plan covers services provided by an actively practicing registered nurse or practical nurse when Medically Necessary and approved by UPMC Health Plan. The ordering physician must obtain Prior Authorization from UPMC Health Plan for such services.

**Skilled nursing facility services**

Your benefit plan covers services rendered while you are an inpatient in a skilled nursing facility when Medically Necessary and:

- The admission is arranged or ordered by your attending physician; and
- Your medical condition is such that you require skilled care 24 hours per day; and
- The skilled care services are provided either directly by or under the supervision of a licensed medical professional (for example, a registered nurse, physical therapist, practical nurse, occupational therapist, speech pathologist, or audiologist) and the treatment is documented in your medical record; and
- The care could not be performed by a non-medical individual instructed to deliver such services

Skilled nursing services must be provided with the expectation that you have restorative potential in a reasonable and generally predictable period of time and you continue to make substantial improvement in your level of functioning. Once you reach a maintenance level and/or no further progress is being attained, the care and services provided will no longer be considered skilled nursing or rehabilitation. The services will instead be considered custodial care.

See your Schedule of Benefits for Benefit Limits regarding the maximum number of inpatient skilled nursing facility days that are covered under your plan.

**Therapeutic manipulation/Chiropractic care**

Therapeutic manipulation consists of services related to attempts at restoring normal function by manipulation and treatment of the structures of the spine. This includes the relationship between the articulations of the vertebral column, as well as other specific articulations, and the adjacent neuro-musculoskeletal system and the role of these relationships in the restoration and maintenance of health. Therapeutic manipulation focuses on the detection and/or correction by manual or mechanical means of structural imbalance, distortion, or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of, or related to, distortion, misalignment, or subluxation of or in the vertebral column.

Your benefit plan will cover the following services directly related to therapeutic manipulation when Medically Necessary. Services must be obtained from a provider who is licensed to provide such services. See your Schedule of Benefits for Benefit Limits regarding the maximum number of visits that are covered under your plan.

For Members who are under thirteen (13) years old, the provider must obtain Prior Authorization from UPMC Health Plan for therapeutic manipulation services.

**Diabetic equipment, supplies, and education**

Except to the extent already covered under another policy, including prescription drug coverage, your benefit plan covers the following services when required for the treatment of diabetes. Services must be Medically Necessary and prescribed by a physician who is authorized to prescribe such services under the law.

- Equipment and supplies:
  - Blood glucose monitors
  - Monitor supplies
  - Insulin
  - Injection aids
  - Syringes
  - Insulin infusion devices
  - Pharmacological agents for controlling blood sugar
  - Orthotics



- The following outpatient diabetes self-management training and education services will be covered when your physician certifies that you require diabetes education as an outpatient:
  - Medically Necessary visits upon the diagnosis of diabetes
  - Subsequent visits when your physician: (1) identifies or diagnoses a significant change in your symptoms or condition that necessitates changes in your self-management; or (2) identifies a new Medically Necessary medication or therapeutic process relating to your treatment and/or the management of diabetes.

An outpatient diabetes self-management training and education program is a program of self-management, training, and education, including medical nutrition therapy, for the treatment of diabetes. This program must be conducted under the supervision of a licensed health care professional with expertise in diabetes. Outpatient diabetes education services will be covered subject to criteria based on the certification programs for outpatient diabetes education developed by the American Diabetes Association and the Pennsylvania Department of Health. Please refer to the Preventive Services Reference Guide at [www.upmchealthplan.com](http://www.upmchealthplan.com) for information on gestational diabetes.

## **Additional Services**

### **Bariatric and metabolic surgery**

Surgery on the stomach and/or intestines to help a person with severe or extreme obesity lose weight. Bariatric surgery services must be Prior Authorized by UPMC Health Plan and meet all Medical Necessity criteria.

### **Clinical trials and research studies**

Your benefit plan covers routine clinical services that are part of a clinical trial or research study approved by an Institutional Review Board, as well as Medically Necessary services to treat complications arising from participation in the clinical trials and studies. These services must be Prior Authorized by UPMC Health Plan and all plan limitations apply.

### **Transplantation services**

Your benefit plan will cover services provided by a hospital that are directly related to organ, tissue, or bone transplantation when Medically Necessary. If a human organ or tissue transplant is provided from a living donor to a human transplant recipient:

- When both the donor and the recipient are Members, each is entitled to the benefits of this Certificate of Coverage.
- When only the recipient is a Member, both the donor and the recipient are entitled to the benefits of this Certificate of Coverage subject to the following additional limitations:
  - The donor benefits are limited to only those not provided or available to the donor from any other source, including, but not limited to, other insurance coverage or any government program; and
  - Benefits provided to the donor will be charged against the recipient's coverage under this Certificate of Coverage.
- When only the donor is a Member, the donor is entitled to the benefits of this Certificate of Coverage, subject to the following additional limitations:
  - The benefits are limited to only those not provided or available to the donor from any other source in accordance with the terms of this Certificate of Coverage, and
  - No benefits will be provided to the non-Member transplant recipient.
- If any organ or tissue is sold rather than donated to the Member recipient, no benefits will be payable for the purchase price of such organ or tissue; however, other costs related to evaluation and procurement are covered up to the Member recipient's Benefit Limit as set forth in the Schedule of Benefits.

### **Vision services for a medical condition**

Prescription eyewear and the fitting and adjustment of contact lenses are covered only if you have medical diagnoses including cataracts, keratoconus, or aphakia. If you have one of these qualifying conditions, prescription lenses and contact lenses are limited to one pair of standard contact lenses OR one pair of standard eyeglasses per Benefit Period. When special corrective lenses for presbyopia and astigmatism are used instead of traditional intraocular lenses following cataract surgery, only the cost of the traditional intraocular lens is covered. You will be responsible for any and all upgrades. You will be responsible for the additional cost of the corrective intraocular lens.

If you or your eligible dependent(s) are under the 19 years old, you may be eligible for Essential Health Benefits (EHB).

## **Health management services**

UPMC Health Plan provides services aimed at improving your overall health and wellness. The following health management services are:

**MyHealth OnLine:** This portal offers engaging health and wellness tools including self-directed programs and trackers to guide behavioral lifestyle changes.

**Telephonic health coaching:** Through telephonic consultation, health coaches may address lifestyle behavioral issues in areas such as nutrition, stress management, tobacco cessation, weight management, and physical activity. Health coaches may conduct a telephonic Personal Health Review and are also available for Coach on Call sessions. Coaching is available in structured format on an individual or tele-group basis.

**Condition management coaching:** A medical-behavioral approach to help manage chronic conditions and improve your health. Coaches identify problems and develop treatment plans based on specific medical needs while in collaboration with your physicians. The condition management program staff consists of licensed nurses, exercise physiologists, certified diabetes educators, and other professionals. Members are identified for condition management through a variety of means, including self-referrals, identification through stratification of claims and other data, internal coaching referrals, screenings, and on-site events.

### **UPMC MyHealth 24/7 Nurse Line**

If you have a health concern and need quick assistance, UPMC MyHealth 24/7 Nurse Line registered nurses provide prompt and efficient service. After discussing your symptoms with you, the nurse will help you determine what level of care may be appropriate. The UPMC MyHealth 24/7 Nurse Line is completely free for Members and available 24 hours a day, seven days a week at 1-866-918-1591.

*The UPMC MyHealth 24/7 Nurse Line is not a substitute for medical care. If an emergency arises, call 911 or go to the emergency department. Nurses cannot answer plan or benefit questions. Please call the Member Services phone number on the back of your ID card for questions regarding your plan benefits.*

## Section V.

### Exclusions

**Not all health care services are Covered Services. Unless otherwise set forth in a Rider, the following is a list of services that are not covered under your benefit plan. If you are not sure if a service is covered, you can call UPMC Health Plan Member Services to ask if that service is covered under your benefit plan.**

1. **Alternative Medicine:** Including, but not limited to, acupuncture, aromatherapy, ayurvedic medicine, guided imagery, herbal medicine, homeopathy, massage therapy, naturopathy, relaxation therapy, transcendental meditation, or yoga.
2. **Behavioral Health Services:** The following behavioral health services (unless provided elsewhere in this Certificate of Coverage):
  - A. Any psychotherapy, psychiatric care, or treatment services for mental health or substance use that are court-ordered, unless such services are Medically Necessary.
  - B. Treatment of Autism Spectrum Disorder, unless covered by an Autism Spectrum Disorders Coverage Rider attached to this Certificate of Coverage, or as required by state legislation.
  - C. Methadone maintenance for the treatment of chemical dependency.
  - D. Aversion therapy, bioenergetic therapy, carbon dioxide therapy, confrontation therapy, crystal healing therapy, cult deprogramming, electrical aversion therapy for alcoholism, narcotherapy, orthomolecular therapy, primal therapy, expressive therapies, such as art or psychodrama, and hyperbaric or other therapy.
  - E. Sex therapy without a diagnosis as defined by the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM).
  - F. Sedative action electrostimulation therapy.
  - G. Sensitivity training.
  - H. Twelve-step model programs as sole therapy for conditions, including, but not limited to, addictive gambling.
  - I. Treatment or consultation provided by the Members' parents, siblings, children, current or former spouse or domiciliary partner.
  - J. Truancy or disciplinary problems not associated with a treatable mental disorder.
  - K. Psychoanalysis or other therapies that are not short-term or crisis-oriented, unless such services are Medically Necessary. Medical Necessity criteria will be used to determine whether specific treatment services are covered.
  - L. Psychological and neuropsychological testing for learning disabilities or problems or other school-related issues, to obtain or maintain employment, to submit a disability application for a mental or emotional condition, and any other testing that does not require administration by a behavioral health professional, including self-test reports.
  - M. Intensive health coaching services, resource coordination activity, behavioral health rehabilitation services for children and adolescents, and summer camp programs are not Covered Services, unless covered by an Autism Spectrum Disorders Coverage Rider attached to this Certificate of Coverage, or as required by state legislation.
  - N. Respite services.
3. **Blood:** Non-purchased blood or blood products, including autologous donations.
4. **Corrective Appliances:** Corrective appliances primarily intended for athletic purposes or related to a sports medicine treatment plan and other appliances or devices, or any related services. These services include, but are not limited to, when sports related, children's corrective shoes, arch supports, special clothing or bandages of any type, back braces, lumbar corsets, hand splints, shoe inserts, or orthopedic shoes. For covered corrective appliances, please see **Section IV. Covered Services**, subsection **Corrective appliances (orthotics and prosthetics)**.
5. **Cosmetic Surgery:** Surgical or other services for cosmetic purposes performed to repair or reshape a body structure for the improvement of the person's appearance or for psychological or emotional reasons and from which no improvement in physiological function can be expected, except as such surgery or services are required to be covered by law. Excluded services include, but are not limited to, port wine stains, augmentation procedures, reduction procedures, and scar revisions. Exceptions to this exclusion are: (a) surgery to correct a congenital birth

defect; (b) cosmetic surgery necessitated by a covered sickness or injury; and (c) expenses otherwise covered that are necessary for repair of an accidental bodily injury.

6. **Court Ordered:** Court-ordered services when your physician or other professional provider determines that those services are not Medically Necessary.
7. **Custodial Care:** Custodial care, domiciliary care, or protective and supportive care, including, but not limited to, respite care, educational services, convalescent care, dietary services, homemaker services, maintenance therapy, and food or home-delivered meals.
8. **Dental Care:** Except as otherwise set forth herein, services directly related to the care, treatment, removal, or replacement of teeth, the treatment of injuries to or diseases of the teeth, gums, or structures directly supporting or attached to the teeth, including, but not limited to, treatment of dental abscesses or granuloma, treatment of gingival tissues (other than for tumors), and dental examinations, unless you have a Dental Rider. All other Dental services are excluded except as provided by a Pediatric Dental EHB Rider.
9. **Employment Related or Employer Sponsored Services:**
  - A. For any illness or bodily injury that occurs in the course of employment, if benefits or compensation is available in whole or in part, pursuant to any federal, state, or local government's workers' compensation, or occupational disease, or similar type of legislation. This exclusion applies whether or not you claim those benefits or compensation.
  - B. Services that you receive from a dental or medical department, operated in whole or in part by, or on behalf of, an employer, mutual benefit association, labor union, trust, or similar entity except those University of Pittsburgh dentists who participate with UPMC Health Plan.
10. **Engaged in an Illegal Act or Occupation:** For any care, treatment, or service, including coverage of prescription drugs required as a result of any loss sustained or contracted in consequence of your being engaged in an illegal act or occupation.
11. **Experimental/Investigational:** Services that are Experimental/Investigational in nature as determined by UPMC Health Plan.
12. **Food Supplements/Vitamins:** Food, food supplements, vitamins, and other nutritional and over-the-counter electrolyte supplements, except otherwise set forth herein.
13. **Genetic Counseling and Testing:** Genetic counseling and testing not Medically Necessary for treatment of a defined medical condition, except when such coverage is required by the Affordable Care Act.
14. **Growth Hormones:** Growth hormone therapy unless prescribed for Classic Growth Hormone Deficiency, Turner's syndrome, or certain other diagnoses as determined by UPMC Health Plan and authorized in accordance with applicable policy and procedure.
15. **Hearing Aids:** Hearing aids, examinations for the prescription or fitting of hearing aids, and batteries for hearing aids.
16. **Hearing Examinations:** Hearing examinations and related services, except when such coverage is required by the Affordable Care Act.
17. **Home Care:** Home care for chronic conditions such as permanent, irreversible disease, injuries, or congenital conditions requiring long periods of care or observation.
18. **Home Medical Equipment:** Comfort or convenience items, for your comfort or convenience or the comfort or convenience of your caretaker, including, but not limited to, fitness club memberships, air conditioners, televisions, telephones, dehumidifiers, air purifiers, food blenders, exercise equipment, orthopedic mattresses, home or

automobile modifications, elevators, stair glides, whirlpools, barber or beauty service, guest service or similar items, even if recommended by a professional provider. Medical equipment and supplies that are: (a) expendable in nature (i.e., disposable items such as incontinent pads, catheters, irrigation kits, disposable electrodes, ace bandages, elastic stockings, and dressings) and (b) primarily used for non-medical purposes, regardless of whether recommended by a professional provider.

19. **Immunizations and Drugs:** Physical examinations and immunizations required by foreign travel, school, or employment, except when such coverage is required by the Affordable Care Act or by the University of Pittsburgh as a condition of employment.
20. **Intellectual Disability:** Inpatient or outpatient treatment related to intellectual disability or pervasive developmental disorder that extends beyond traditional medical management.
21. **Medical Services Not Provided in this Certificate of Coverage:** Any other medical service or treatment, except as provided in this Certificate of Coverage or as mandated by law.
22. **Medically Unnecessary Services:** Services that are not Medically Necessary as determined by UPMC Health Plan.
23. **Medicare:** Services for which or to the extent that payment has been made pursuant to Medicare coverage, when Medicare coverage is primary; however, this exclusion does not apply when your employer or group plan sponsor is required to offer you all of the benefits set forth in this Certificate of Coverage by law and you elect this coverage as your primary coverage.
24. **Military Service:**
  - A. Care for military service-connected disabilities and conditions for which you are legally entitled to services and for which facilities are reasonably accessible to you.
  - B. Services that are provided to members of the armed forces and the National Health Service or to individuals in Department of Veterans Affairs facilities for military service-related illness or injury, unless you have a legal obligation to pay.
25. **Miscellaneous:** Any services, supplies, or treatments not specifically listed in the Certificate of Coverage as Covered Benefits, services, supplies, or treatments, unless they are preventive care services.
  - A. Services and supplies which are not provided or arranged by a UPMC Health Plan physician and authorized for payment in accordance with UPMC Health Plan's medical management policies and process.
  - B. Any services related to or necessitated by an excluded item or non-Covered Service.
  - C. Services provided by a non-licensed practitioner.
  - D. Services that are primarily educational in nature, including, but not limited to, vocational rehabilitation or recreational or educational therapy.
  - E. Services rendered prior to the effective date of your coverage or incurred after the date of termination of your coverage, except as provided elsewhere in this Certificate of Coverage.
  - F. Services for which you otherwise would have no legal obligation to pay.
  - G. Charges for telephone consultations, unless otherwise allowed in accordance with UPMC Health Plan policy.
  - H. Charges for failure to keep a scheduled appointment.
  - I. Services performed by a professional provider enrolled in an education or training program when such services are related to the education or training program.
  - J. Charges for completion of any insurance form or copying of medical records.
  - K. Services rendered by a professional provider who is a member of your immediate family. Immediate family is defined as the Member's spouse, child, stepchild, parent, sibling, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandparent.
  - L. Services that are submitted by two different professional providers for the same services performed on the same date for the same individual.
  - M. Services for, or related to, any illness or injury suffered after the effective date of your coverage that is the result of any act of war.

26. **Motor Vehicle Accident/Workers' Compensation:** Treatment or services for injuries resulting from the maintenance or use of a motor vehicle to the extent that such treatment or service is paid or payable under a motor vehicle insurance policy or any injury sustained in the course and scope of performing work for which coverage is afforded under a workers' compensation policy, including, but not limited to, a qualified plan of self-insurance, or any fund or program for the payment of extraordinary medical benefits established by law, including medical benefits payment in any manner under the Pennsylvania Motor Vehicle Financial Responsibility Act or equivalent law of another state. For information on coverage for injuries in excess of that paid or payable under a motor vehicle insurance policy or a workers' compensation policy, see the section of this Certificate of Coverage relating to "Coordination of benefits."
27. **Non-Medical Items:** Health club memberships, air conditioners, televisions, telephones, dehumidifiers, air purifiers, food blenders, exercise equipment, orthopedic mattresses, home or automobile modifications, whirlpools, barber or beauty service, guest service, or similar items, even if recommended by a physician.
28. **Nutritional Supplements:** Blenderized food, baby food, or regular shelf food when used with an enteral system; milk- or soy-based infant formula with intact proteins; any formula, when used for the convenience of you or your family members; nutritional supplements or any other substance utilized for the sole purpose of weight loss or gain, or for caloric supplementation, limitation, or maintenance; oral semisynthetic intact protein/protein isolates, natural intact protein/protein isolates, and intact protein/protein isolates; food additives, including, but not limited to, thickeners, vitamins, fiber supplements, calorie or protein supplements and lactose digestion products, and normal food products used in the dietary management of rare hereditary genetic metabolic disorders.
29. **Oral Surgery:** Services, including or related to oral surgery, except as set forth in **Section IV. Covered Services**, subsections **Physician/surgical services and Emergency dental services related to accidental injury**. Exclusions include, but are not limited to: (a) services that are part of an orthodontic treatment program; (b) services required for correction of an occlusal defect; (c) services encompassing orthognathic or prognathic surgical procedures; (d) removal of asymptomatic, non-impacted third molars; and (e) orthodontia and related services.
30. **Over-the-Counter Drugs:** Food, food supplements, vitamins, and other nutritional and over-the-counter electrolyte supplements, except as set forth in **Section IV. Covered Services**, subsection **Nutritional products**, or when coverage is required by the Affordable Care Act.
31. **Physical Examinations: Routine or periodic** physical examinations, immunizations, or behavioral health services obtained for the completion of forms, and preparation of specialized reports solely for insurance, licensing, employment, or other non-preventive or non-Medically Necessary purposes, including, but not limited to, premarital examinations, physicals for employment, school, camp, and participation in sports or travel, except when such coverage is required by the Affordable Care Act.
32. **Prescription Drugs:** Prescription drugs unless you have a Prescription Drug Rider, except when such coverage is required by the Affordable Care Act.
33. **Rehabilitative Therapy:** Rehabilitative therapy services, including, but not limited to, physical therapy, occupational therapy, and speech therapy provided to correct or alleviate developmental delay, school-related problems, apraxic disorders (not caused by accident or episodic illness), stuttering, speech delay, articulation disorder, functional dysphonia, or speech problems resulting from psychoneurotic or personality disorders. Physical, occupational, speech, cardiac, and pulmonary rehabilitation therapy services provided in excess of the maximum number of visits per Benefit Period, as indicated in the Schedule of Benefits; rehabilitation therapy services not expected to result in ongoing substantial improvement in your medical condition; and services provided after a maintenance level has been established.
34. **Reversal of Voluntary Sterilization Procedures:** Services to reverse sterilization.

35. **Surrogate Motherhood:** Services and supplies associated with surrogate motherhood, including, but not limited to, all services and supplies relating to conception, prenatal care, delivery, and postnatal care of a Member acting as a surrogate mother.
36. **Transportation:** Non-emergent transportation, by any means, including via ambulance provider, except as set forth in **Section IV. Covered Services**, subsection **Ambulance services**.
37. **Treatment Outside the United States:** Treatment for non-emergent or non-urgent services received outside the United States.
38. **Under the Influence:** For any care, treatment, or service, including coverage of prescription drugs, required as a result of any loss sustained or contracted in consequence of your being intoxicated or under the influence of any narcotic, unless administered on the advice of a physician.
39. **Vision:**
  - A. Eyeglasses, contact lenses and vision examinations, including those for prescribing or fitting eyeglasses or contact lenses, unless you have a Vision Rider (except where you have cataracts, keratoconus, or aphakia).
  - B. Services for the correction of myopia, hyperopia, or astigmatism, including, but not limited to, radial keratotomy.
  - C. Vision training for certain diagnoses.
  - D. Orthoptics.
40. **Weight Reduction:** Weight reduction programs not included in the Preventive Services Reference Guide. Weight reduction programs, including all related diagnostic testing and other services, except when such coverage is required by the Affordable Care Act. Anti-obesity medication, including, but not limited to, appetite suppressants and lipase inhibitors. For more information about the Preventive Services Reference Guide, see **Section IV. Covered Services** subsection **Preventive care**.

## Section VI.

### Care When You Are Away from Home

UPMC Health Plan recognizes that you may get sick or suffer an injury when you are traveling away from home. That is why your benefit plan covers urgent care and Emergency Services when you are traveling outside the UPMC Health Plan Service Area. Remember, services that are not urgent care or Emergency Services are not covered when obtained from Non-Participating Providers in or outside of the UPMC Health Plan Service Area.

#### **Urgent care**

If you are traveling outside the UPMC Health Plan Service Area and need urgent care, you should seek that care. Contact your PCP or other treating provider within 24 hours or a reasonable time of receiving urgent care to arrange or obtain necessary follow-up care.

#### **Emergency Services**

If you are traveling and suffer from an illness or injury that is an emergency, you should go to the nearest emergency department. If the illness or injury is an emergency, the health care services that are received from the emergency department will be paid at the highest level. If you are admitted to a facility outside the Service Area, you or a family member should contact UPMC Health Plan within 24 hours of the admission or as soon as reasonably possible. If you do not notify UPMC Health Plan of the admission, you may be financially responsible for all or some of the non-emergent health care services provided to you after your admission to the out-of-network facility. If you are admitted to an out-of-network facility after receiving Emergency Services, you may be required to transfer to a participating facility when it is medically safe to do so. UPMC Health Plan will consider both the presenting symptoms and the services provided in processing a claim for reimbursement of Emergency Services.

**Remember, out-of-network providers are not obligated to contact UPMC Health Plan and do not have to comply with our policies and procedures regarding Medical Necessity or billing Members.** Therefore, you may receive services that are not Medically Necessary and will not be covered under your benefit plan. You will be financially responsible for any non-Covered Services. If you receive out-of-network Emergency Services that are Medically Necessary and covered under the benefit plan, such services and treatments will be reimbursed at the Participating Provider reimbursement level.

#### **Travel assistance program**

When you are traveling more than one hundred (100) miles away from your home, you have access to the Health Plan's travel assistance program. The travel assistance program can help you obtain Emergency Services or urgent care when traveling. Services include making appointments with nearby physicians, providing translation services, making arrangements for medical evacuations, and returning mortal remains. Contact UPMC Health Plan for more information regarding the travel assistance program.

#### **Coverage for dependents up to age 26 while living outside the Service Area**

Your dependents can obtain the care they need while living outside the area by visiting providers within one of the Health Plan's contracted networks however, UPMC Health Plan encourages you to schedule appointments for health care services within the Western Pennsylvania Service Area if possible. Non-emergent services obtained while your dependent is outside of UPMC Health Plan's Service Area may require Prior Authorization. In an emergency, your dependent should go to the nearest hospital. For specific questions or additional information about your dependent's coverage while living outside the Service Area, contact Member Services at the number on the back of your member identification card.



## Section VII.

### Benefit Coverage and Reimbursement

#### How to submit a claim

If you receive care from a Participating Provider, you will not have to submit a claim to UPMC Health Plan. UPMC Health Plan will pay the provider directly. However, if you obtain Medically Necessary Covered Services from a Non-Participating Provider, you may have to file a claim yourself. To submit a claim, just follow the steps below:

STEP 1: **REVIEW THIS Certificate of Coverage** to make sure that the services you received are covered under your benefit plan.

STEP 2: **GET AN ITEMIZED BILL** from the provider. The bill must be an original (copies will not be accepted) and must contain the following information:

- The Member's full name
- The name and address of the provider/facility that provided the service(s)
- A description of the service provided
- The date of service
- The amount charged
- The diagnosis or nature of illness or injury
- For private duty nursing, the shifts worked, charge per day, nurse's license number, and signature of the ordering provider
- For durable medical equipment, the certification of the ordering provider
- If you have already made payment, proof of payment or a receipt

Be sure to make copies of the itemized bill. Original itemized bills will not be returned. Note that cancelled checks and cash register receipts will not be accepted as itemized bills.

STEP 3: **COMPLETE A CLAIM FORM.** Claim forms are available from University of Pittsburgh or our Member Services Department (call the phone number on the back of your member ID card). Or you can download claim forms from our website at [www.upmchealthplan.com](http://www.upmchealthplan.com). Make sure that you sign and date the claim form.

STEP 4: **MAIL THE CLAIM FORM AND ITEMIZED BILL** to the address below within **one year** of the date of service.

Mail your completed claim form, proof of payment, and itemized bill to:

Claims Department  
UPMC Health Plan, Inc.  
P.O. Box 2999  
Pittsburgh, PA 15230-2999

**Remember**, a request for payment of a claim will not be reviewed and no payment will be made unless all of the information described above has been submitted to UPMC Health Plan. UPMC Health Plan reserves the right to require additional information and documents, if necessary, to support your claim.

#### Payment to providers

As a UPMC Health Plan Member, you authorize us to make payments directly to the providers from whom you receive Covered Services. The portion of the Covered Services for which UPMC Health Plan is responsible is the percentage of the Reasonable & Customary Charge as outlined in **Section I. Terms and Definitions to Help You Understand Your Coverage**. The Health Plan applies all your Deductible, Copayment, and Coinsurance amounts to the Reasonable & Customary Charge to determine the benefit amount payable by UPMC Health Plan. However, UPMC Health Plan reserves

the right to make the payments directly to you, if necessary. You cannot assign or transfer your right to receive payment for Covered Services under this Certificate of Coverage.

UPMC Health Plan further reserves the right to negotiate a one-time rate with the Non-Participating Provider for a particular Covered Service. In the event of a one-time rate negotiation, you will incur no liability beyond applicable Deductibles, Coinsurance, and Copayments for that Covered Service.

If UPMC Health Plan pays a provider directly, you will receive an Explanation of Benefits (EOB) that describes the services that you received and how much your group health benefit plan paid for those services on your behalf. Your EOB also lists the amount that you may owe for Copayments, Deductibles, or Coinsurance for that service.

UPMC Health Plan will not honor a request to retract payment made to a provider for Covered Services. UPMC Health Plan will have no liability to any person because of its rejection of such a request.

Remember, even if UPMC Health Plan pays your provider for Covered Services directly, you still must pay any applicable Copayment, Deductible, or Coinsurance to that provider.

### **Coordination of benefits**

When you or your covered dependents are eligible for coverage under more than one health care plan, UPMC Health Plan will coordinate your benefits with those plans. UPMC Health Plan does this to make sure that your benefits will be paid appropriately while preventing duplicate payments. This is how coordination of benefits works for your benefit plan:

- When your other coverage does not mention “coordination of benefits,” then that coverage pays first. Benefits paid or payable by that coverage will be taken into account when UPMC Health Plan determines whether or not additional benefit payments can be made under this plan.
- When you are covered as an employee under one plan and as a dependent under another, the employee coverage pays first.
- When the dependent child is covered under two plans, the plan covering the parent whose birthday occurs earlier in the calendar year pays first. If both parents have the same birthday, then the plan under which one parent was covered longest pays first.
- If the dependent child’s parents are separated or divorced and:
  - The parent with custody of the child has not remarried; the coverage of the parent with custody pays first.
  - The parent with custody has remarried, the coverage of the parent with custody pays first, but the stepparent’s coverage, if any, pays before the coverage of the parent without custody.
  - There is a court order that specifies the parent who is financially responsible for the child’s health care expenses, the coverage of that parent pays first. The Member must provide a copy of the court order to UPMC Health Plan.
- When you are covered as an employee under this plan and as an individual under a state funded Medicaid policy, the Medicaid policy is the payor of last resort.
- When none of the above circumstances apply, the coverage that you have had the longest applies first, as long as:
  - The benefits of a plan covering the person as an employee other than a laid-off or retired employee or as the dependent of such person shall be determined before the benefits of a plan covering the person as a laid-off or retired employee or as a dependent of such person, and
  - The other plan does not have a provision regarding laid-off or retired employees and, therefore, the benefits of each plan are determined after the other, then the provisions listed above shall not apply.

If you or your provider received more than you should have received when your benefits are coordinated, you or your provider will be expected to repay the overpayment.

It is the policy of UPMC Health Plan to review all other insurance coverage prior to releasing a claim for payment. If other insurance coverage is found after a payment has been made, a review will determine which plan pays first and what action will be taken in regards to any claims in question. Whenever payments should have been made by UPMC Health Plan, but the payments have been made under another benefit plan, UPMC Health Plan has the right to pay to the benefit plan that has made such payment any amount that UPMC Health Plan determines to be appropriate under the terms of this Certificate of Coverage. Any amounts paid shall be considered to be benefits paid in full under this Certificate of Coverage.

In the event that UPMC Health Plan makes payment for Covered Services in excess of the amount of payment pursuant to this Certificate of Coverage, irrespective of to whom those amounts were paid, UPMC Health Plan shall have the right to recover the excess amount from any person or entity to or for whom such payments were made. Upon reasonable request by UPMC Health Plan or its agent, you must execute and deliver such documents as may be required and do whatever else is reasonably necessary to secure UPMC Health Plan's rights to recover the excess payments.

In the event that a motor vehicle insurance policy or workers' compensation policy is deemed to be the primary payor for treatment or services under the terms of this Certificate of Coverage, UPMC Health Plan will make payment for Covered Services that you incur in excess of the maximum allowable coverage under the motor vehicle insurance policy or workers' compensation policy subject to the terms and conditions of this Certificate of Coverage.

UPMC Health Plan is not required to determine whether you have other health care benefits or insurance or the amount of benefits payable under any other health care benefits or insurance. UPMC Health Plan shall only be responsible for coordination of benefits to the extent that information regarding your other insurance is provided to UPMC Health Plan by you, the University of Pittsburgh, another insurance company, or any other entity or person authorized to provide such information.

When you or your family member has more than one insurance provider, UPMC Health Plan follows Coordination of Benefits (COB) standards to determine if UPMC Health Plan is the primary or secondary payer. These are standards set by the National Association of Insurance Commissioners (NAIC) and the Medicare Secondary Payer regulations. UPMC Health Plan coordinates benefits payable for Covered Services with benefits payable by other plans, consistent with state law. Claims submitted to UPMC Health Plan for secondary payment must include the primary carrier's Explanation of Benefits (EOB). If UPMC Health Plan is your secondary plan and your primary plan has a limited network, UPMC Health Plan shall cover benefits in accordance with your primary plan's network, except for Emergency Services or services that have been Prior Authorized by your primary plan.

### **Subrogation**

If you incur health care expenses for injuries due to an accident caused by another person or organization, the person or organization causing the accident may be responsible for paying these expenses. For example, if you are in an accident caused by another person and suffer injuries, your group health benefit plan, through UPMC Health Plan or another designated agent, has the right to seek repayment from the other person or his or her insurance company for any benefits paid related to or arising out of that injury. If you recover directly from the other person's insurance company, you will be responsible to reimburse your group health benefit plan, through UPMC Health Plan or another designated agent, for benefits that it paid even if that means you will not be fully compensated or made whole for the injuries caused.

You and/or your dependents must fully cooperate with your group health benefit plan, UPMC Health Plan, or another designated agent, so that it may exercise all of its subrogation rights. You may be asked to assist your group health benefit plan, UPMC Health Plan, or another designated agent to produce documents or take other actions in subrogation efforts. You must not do anything that may impede or prevent UPMC Health Plan's subrogation recovery. UPMC Health Plan will not be responsible for any attorney's fees or other expenses you may incur to obtain the funds needed to reimburse your group health benefit plan or UPMC Health Plan during the subrogation process. In the event that you do not cooperate with your group health benefit plan, UPMC Health Plan, or another designated agent in exercising its subrogation interest, those entities may use any available legal remedies to obtain full and complete reimbursement.

Subrogation applies to all insurance policies and all other sources of recovery to the extent permitted by law. All Covered Services provided under this Certificate of Coverage are subject to this section to prevent duplicative benefit payments.

### **Medicare eligibility**

If you are eligible for Medicare, the benefits provided under this Certificate of Coverage do not constitute duplicate benefits otherwise covered under the Medicare program, including Medicare Part B, except as provided by applicable federal law.

Under federal law, employers are required to identify those employees and their dependents enrolled in a group health plan who are eligible for Medicare. It is your responsibility to notify University of Pittsburgh if you or any of your dependents have or are eligible for Medicare coverage. You must tell the University of Pittsburgh of your Medicare status, including

your Health Insurance Claim (HIC) number, the reason for Medicare eligibility (age, end-stage renal disease, or disability), effective dates of Medicare Part A and Part B eligibility, and any other information required by the University of Pittsburgh for the correct coordination of benefits.

## **Section VIII.**

### **Resolving Disputes with UPMC Health Plan**

At times, you may not be satisfied with a decision that UPMC Health Plan makes regarding your coverage or with the health care services you have received. You have the right to file a Complaint or a Grievance.

#### **The Complaint process**

If you have a dispute or objection regarding a coverage denial, termination, or provider; or the coverage, operations, or management policies of UPMC Health Plan, you may submit a Complaint to UPMC Health Plan. Complaints may be submitted about issues including, but not limited to, quality of care or services, benefits exclusions, claims denials, or coordination of benefits.

You may file a Complaint over the phone with the UPMC Health Plan Member Services Department by calling the phone number on the back of your member identification card. Or you may send a written Complaint to P.O. Box 2939, Pittsburgh, PA 15230-2939. You may also send any other written information that you have to support your Complaint. Include in the Complaint the remedy, resolution, or corrective action that you want from UPMC Health Plan.

At any time during the Complaint process, you may choose to designate a representative to act on your behalf. You must notify UPMC Health Plan in writing that you are designating someone to represent you. Also, at any time during the Complaint process, upon your request, UPMC Health Plan can make available, at no charge, a UPMC Health Plan employee to assist you or your representative in preparing the Complaint. This employee will not have previously participated in any of UPMC Health Plan's decisions regarding your Complaint.

#### **First Level Complaint**

The **Complaint** process offers two Levels of review. You must submit your First Level Complaint within 180 days of the date on which the incident occurred. For example, if your Complaint is because UPMC Health Plan did not pay a claim to a provider on your behalf, you must file the Complaint within 180 days of the date of the Explanation of Benefits document that you received. UPMC Health Plan will send you a letter to let you know that we received the Complaint.

A First Level Complaint Review Committee will investigate the allegations in your Complaint. If the Committee relies on or considers any new or additional evidence in reviewing your Complaint or develops a new or additional rationale in denying your claim, it will provide that information to you free of charge. The Committee will also give you reasonable opportunity to respond before issuing a decision. The Committee will notify you of its decision in writing within 30 days of receipt of your Complaint. The notification letter will explain the Committee's decision and describe the process by which you may request a Second Level review of the decision.

#### **Second Level Complaint**

If the Committee denies your First Level Complaint, you can request another review. You have 60 days from the date on the Committee's decision letter to request another review. If you choose not to request a Second Level review within that time frame, the decision of the First Level Complaint Review Committee will be final.

If you submit a Second Level Complaint, UPMC Health Plan will send you a letter to let you know that we received your Complaint. We will also tell you the date and time for your Second Level Complaint Review Committee meeting. UPMC Health Plan will give you at least 15 days' notice of the meeting. We will also explain what happens at review meetings and how you can participate in the meeting. You and/or your representative have the right, but are not required, to attend the Second Level Complaint Review Committee meeting. The meeting will be held at the offices of UPMC Health Plan.

If you or your representative cannot appear in person at the Second Level Complaint Review Committee meeting, UPMC Health Plan will provide you with the opportunity to participate in the review by telephone or other appropriate and available means. We will be as flexible as is reasonably possible in facilitating your participation. If the Second Level Complaint Review Committee relies on or considers new or additional evidence in reviewing your Complaint or develops a new or additional rationale in denying your claim, it will provide that information to you free of charge. The Committee will also give you reasonable opportunity to respond before issuing a decision.

The Second Level Complaint Review Committee will issue a decision in writing to you and your representative no more than five (5) business days after the date of the meeting. The decision letter will explain the decision and the process and time frame to file an appeal of the Second Level Complaint Review Committee's decision to the Pennsylvania Department of Health or Pennsylvania Insurance Department. The decision letter will include the address and phone number of both state agencies.

You are entitled to receive, upon request, reasonable access to and copies of all documents relevant to your Complaint. Documentation may include the benefit provision, guideline, diagnosis codes, or treatment codes on which the decision was based. To request this documentation, please call the phone number on the back of your member identification card.

### **The Grievance process**

Sometimes UPMC Health Plan will not cover a requested service because it is not Medically Necessary. If you have a dispute or objection regarding a service that was denied in full or in part because it was not Medically Necessary, you may file a Grievance. A Grievance is different from a Complaint. You, your designated representative, or your provider who has your written consent may file a Grievance. We will refer to a provider who has your written consent to file a Grievance as your provider. If you have given written consent to file a Grievance, please read the section below, which is titled "**Important information regarding your written consent for your provider to file a Grievance,**" for more information.

### **Important information regarding your written consent for your provider to file a Grievance**

- Your provider may request written consent to pursue a Grievance at the time of treatment, but not as a condition of providing that treatment.
- You and your provider cannot file separate Grievances for the same treatment or service.
- Once you give written consent to a provider to file a Grievance, the provider has ten (10) days from the receipt of the denial notification to file the Grievance. Your provider does not need to inform you when he/she files the Grievance; however, your provider must inform you if he/she decides NOT to file the Grievance.
- Your consent is automatically rescinded if your provider fails to file a Grievance or fails to continue to pursue the Grievance through the Second Level of the Grievance process within the appropriate time frames.
- If you wish to file a Grievance, but already gave written consent to your provider, you must rescind your consent in order to proceed with your Grievance.

You may file a Grievance over the phone with the Member Services Department by calling the number on the back of your member identification card. Or you may send a written Grievance to UPMC Health Plan at P.O. Box 2939, Pittsburgh, PA 15230-2939. You may also send any other written information to support your Grievance. You may include in the Grievance the remedy, resolution, or corrective action that you want from UPMC Health Plan.

At any time during the Grievance process, you may choose to designate a representative to act on your behalf. You must notify UPMC Health Plan in writing that you are designating someone to represent you. Also, at any time during the Grievance process, upon your request, UPMC Health Plan can make available, at no charge, a UPMC Health Plan employee to assist you or your representative in preparing the Grievance. This employee will not have previously participated in any of UPMC Health Plan's decisions regarding your Grievance.

### **First Level Grievance**

UPMC Health Plan's Grievance process offers two Levels of review. You must submit your First Level Grievance within 180 days of the date on which the denial occurred. For example, if your Grievance is regarding denial of pre-authorization for a service, you must file the Grievance within 180 days of the date on the letter you received informing you of that denial. While it is preferable that you file a Grievance in writing, you may call Member Services to request assistance and file a Grievance orally. UPMC Health Plan will send you a letter to let you know that we received your Grievance.

A First Level Grievance Review Committee will investigate the allegations set forth in the Grievance. The Committee will seek input from a physician or, where appropriate, a licensed psychologist with experience in the same or similar specialty that typically manages or consults regarding the disputed health care service. UPMC Health Plan will refer to such personnel throughout as "qualified clinical personnel." If the Committee relies on or considers new or additional evidence in reviewing your Grievance or develops a new or additional rationale in denying your claim, it will provide that information to you free of charge. The Committee will also give you reasonable opportunity to respond before issuing a decision.

The Committee will notify you and your representative of its decision within 30 days of receipt of your Grievance. The notification letter will explain the Committee's decision and describe the process to request a Second Level review of that decision. A copy of the decision letter will be sent to you and/or your representative and/or your provider, as applicable.

### **Second Level Grievance**

If the Committee denies your First Level Grievance, you, your representative, or your provider has 60 days from the date on the Committee's decision letter to request another review. If you choose not to request a Second Level Grievance review within that time frame, the decision of the First Level Grievance Review Committee will be final.

If you submit a Second Level Grievance, UPMC Health Plan will send you a letter to let you know we received your Grievance. We will also let you know the date and time for your Second Level Grievance Review Committee meeting. UPMC Health Plan will give you at least 15 days' notice of the meeting. We will also explain what happens at review meetings and how you can participate in the meeting. You, your representative, or your provider has the right, but is not required, to attend the Second Level Grievance Review Committee meeting. The meeting will be held at the offices of UPMC Health Plan. If you, your representative, and/or your provider cannot appear in person at the Second Level review, UPMC Health Plan will provide you, your representative, and your provider the opportunity to communicate with the review committee by telephone or other appropriate and available means. We will be as flexible as is reasonably possible in facilitating your participation. If the Committee relies on or considers new or additional evidence in reviewing your Grievance or develops a new or additional rationale in denying your claim, it will provide that information to you free of charge. The Committee will also give you reasonable opportunity to respond before issuing a decision.

The Second Level Grievance Review Committee will issue a written decision to you, your representative, or your provider, as applicable, no more than five (5) business days after the date of the meeting. The decision letter will explain the decision and any further rights you may have available to you.

You are entitled to receive, upon request, reasonable access to either copies of all documents relevant to your Grievance or instructions on how to obtain the documents. Documentation may include the benefit provision, guideline, protocol, diagnosis codes, or treatment codes on which the decision was based. To request this documentation, please call the phone number on the back of your member identification card.

### **The external Grievance review process**

You may or may not have external Grievance review rights. The Second Level Grievance decision notification letter will explain whether or not you have external Grievance review rights. If you do not have external Grievance review rights, the decision of the Second Level Grievance Review Committee is final.

If you and/or your provider still are dissatisfied with UPMC Health Plan's decision regarding your Grievance, and you have external Grievance review rights, you may file a request for an external Grievance review. You, your representative, or your provider may file a request for an external Grievance with UPMC Health Plan within 120 days of the date on the Committee's decision letter. External Grievances are reviewed by an Independent Review Organizations (IRO). External Grievances should involve a question of Medical Necessity, appropriateness, health care setting, level of care, effectiveness of a Covered Benefit, or whether a treatment or service is Experimental or Investigational. If your provider is filing the request for an external Grievance review, your provider must submit a copy of your written consent. The request must contain any materials, supporting information, or necessary justification for the external Grievance.

When the request for an external Grievance is received, UPMC Health Plan will complete a preliminary review of the request within five (5) days. The purpose of the preliminary review is to determine whether (1) you are or were covered at the time the service/item was requested; (2) the adverse benefit determination relates to your failure to meet the requirements for coverage; (3) you exhausted internal appeals; and (4) you provided all information and forms necessary to process the external Grievance.

Within one (1) day after completion of the preliminary review, UPMC Health Plan will issue a notification to you in writing as to whether or not your Grievance is eligible for an external review. We will tell you if we need additional information to determine eligibility for an external review. If we need additional information, we will tell you what we need and allow you

to submit the additional information within the four-month filing period or within the 48-hour period following your receipt of notification, whichever is later. If your Grievance is eligible for external review, we will notify you of the IRO name, address, and phone number.

Within five (5) days of determining that your appeal is eligible for external review, UPMC Health Plan will forward a copy of all written documentation regarding the adverse benefit determination to an IRO. Documentation will include the correspondence concerning the decision, all reasonable supporting documentation, and a summary of the clinical rationale for the adverse determination. At the same time, UPMC Health Plan will provide you, your representative, or your provider with the list of documents that are being forwarded to the IRO for the external Grievance review.

You, your representative, or your provider may supply additional information to the IRO to consider in the external appeal within five business days of notification that your Grievance is eligible for external review. If a provider supplies additional information to the IRO, the provider must simultaneously provide a copy of the same information to UPMC Health Plan.

The IRO will review all information UPMC Health Plan and you, your representative, or your provider provided. The IRO will determine whether the service in question is/was Medically Necessary under the terms established by UPMC Health Plan. The IRO will issue a decision within 45 days of receipt of the external Grievance. The decision will be issued in writing to UPMC Health Plan, you, your representative, or your physician. The decision notification will include the basis and clinical rationale for the decision, the credentials of the individual reviewer, and a list of information considered in the decision.

You are entitled to receive, upon request, reasonable access to and copies of all documents relevant to your Grievance. Documentation includes the benefit provision, guideline, diagnosis codes, or treatment codes on which the decision was based. If you have any questions, please call the number on the back of your member identification card.

### **Expedited Grievance review process**

If you believe that your life, health, or ability to regain maximum function may be jeopardized due to the delay in the standard time frames for standard internal Grievance review, you may request an expedited Grievance review from UPMC Health Plan at any stage of the Plan's review process. You may simultaneously request an expedited external Grievance review, or you can request an expedited external Grievance review after receiving the expedited internal Grievance review decision. (See "Expedited External Grievance Review Process" below.)

### **Expedited internal Grievance review process**

To request an expedited Grievance review, you should contact Member Services and explain the need for an expedited Grievance review. You must obtain written certification from your treating provider that your life, health, or ability to regain maximum function would be placed in jeopardy by the delay inherent in the regular time frames of the internal Grievance process. The certification must include a clinical rationale and facts to support your provider's position. UPMC Health Plan will inform you of the decision orally and in writing.

The expedited review process follows all the requirements of a standard Second Level review — with the following exceptions:

- If UPMC Health Plan cannot accommodate you or the committee members as to time and distance to be present at the review, the review may be held by telephone or other appropriate and available means. UPMC Health Plan will ensure that all appropriate information is read into the record.
- You must provide any additional information for consideration in an expedited manner so UPMC Health Plan can comply with the requirements for an expedited review.
- The internal committee will issue a decision within 48 hours of receipt of the request for review and the provider certification described above.

### **Expedited external Grievance review process**

You may request an expedited external Grievance review at the same time you request an expedited internal Grievance review, or you may request an expedited external Grievance review within two business days from receipt of the expedited internal Grievance review decision.



To request an expedited external Grievance review, you should contact UPMC Health Plan and explain the need for an expedited external review. You must obtain written certification from your treating provider that your life, health, or ability to regain maximum function would be placed in jeopardy by the delay inherent in the regular time frames of the external review process. The certification must include a clinical rationale and facts to support your provider's position. You must provide any additional information for consideration in an expedited manner so we can comply with the requirements for an expedited review. Within 24 hours, UPMC Health Plan will submit your appeal to an IRO, which will provide you with notice of its decision as quickly as possible, but not later than 72 hours after our receipt of your request for the expedited external Grievance review.

### **Expedited pharmacy review process**

If you have pharmacy coverage through UPMC Health Plan, an expedited pharmacy request may be initiated during an exigent circumstance when you, your designee, or your physician believes that waiting for a decision under the standard time frame may place your life, health, or ability to regain maximum function in serious jeopardy or when you are undergoing a current course of treatment using a non-formulary drug. Either you, your designee, or your physician may submit an expedited pharmacy request based on exigent circumstances in writing, electronically, or telephonically. The prescribing physician should support the request including an oral or written statement that an exigency exists and the basis for the exigency (that is, harm that could reasonably come to you if the requested drug were not provided within the standard timeframes), and a justification supporting the need for the non-formulary drug to treat your condition, including a statement that all covered formulary drugs on any tier will be or have been ineffective, would not be as effective as the non-formulary drug, or would have adverse effects.

### **Appeal of a Complaint or Grievance decision to a governing agency**

#### **Complaints to a governing agency**

If you have a Complaint, the Pennsylvania Department of Health or Pennsylvania Insurance Department may be able to help you resolve the dispute.

If you are dissatisfied with UPMC Health Plan's decision regarding your Second Level Complaint, you may have the right to file an appeal of our decision with the Pennsylvania Department of Health or Pennsylvania Insurance Department. Your appeal must be filed within fifteen (15) calendar days after you receive the Second Level Complaint Review Committee's decision letter. The Committee's decision letter will contain the contact information for both the Department of Health and the Insurance Department.

Generally, the Department of Health reviews appeals that concern quality of care or quality of service issues, and the Insurance Department reviews appeals that concern problems relating to contract exclusions, coverage disputes, and other insurance-related issues, such as subrogation.

The contact information for each Department is below:

- Pennsylvania Department of Health, Bureau of Managed Care, Health and Welfare Building, Room 912, 7th and Forster Streets, Harrisburg, PA 17120 (1-888-466-2787)
- Bureau of Consumer Services of the Pennsylvania Insurance Department, 1209 Strawberry Square, Harrisburg, PA 17120 (1-877-881-6388)

Your request for an appeal to a governing agency should be in writing, although each agency will make staff available to transcribe an oral appeal. Each agency requires that you provide the following information when requesting an appeal:

- Your name, address, and telephone number
- Name of the managed care plan
- Your identification number
- A brief description of the issue being appealed
- A copy of the adverse decision letter that we sent you
- If you will be represented by an attorney

## **ERISA appeal rights**

You also may have appeal rights under section 502 (a) of the Employee Retirement Income Security Act (ERISA) if your benefit plan is an ERISA plan. You should contact University of Pittsburgh to determine if your benefit plan is an ERISA plan and to ask what your appeal rights are under that plan. Remember that you must exhaust your administrative remedies with UPMC Health Plan prior to exercising your right to file a claim in a court of competent jurisdiction under ERISA. For questions about your rights or this notice or for assistance, you can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272).

## **Nondiscrimination Grievance procedure**

It is the policy of UPMC Health Plan<sup>1</sup> not to discriminate on the basis of race, color, national origin, sex, age, or disability. UPMC Health Plan<sup>1</sup> has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 1557 of the Affordable Care Act (42 U.S.C. 18116) and its implementing regulations at 45 CFR Part 92, issued by the U.S. Department of Health and Human Services. Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age, or disability in certain health programs and activities. Section 1557 and its implementing regulations may be examined in the office of the following, which has been designated to coordinate the efforts of UPMC Health Plan<sup>1</sup> to comply with Section 1557:

Civil Rights Administrator  
UPMC Health Plan  
600 Grant Street - 55th Floor  
Pittsburgh, PA 15219

Phone: 1-844-755-5611 (TTY: 1-800-361-2629)  
Fax: 1-412-454-5964  
Email: HealthPlanCompliance@upmc.edu

Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age, or disability may file a grievance under this procedure. It is against the law for UPMC Health Plan<sup>1</sup> to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

### Procedure:

- Grievances must be submitted to the Civil Rights Administrator within (60 days) of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing and contain the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Civil Rights Administrator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it will be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Civil Rights Administrator will maintain the files and records of UPMC Health Plan<sup>1</sup> relating to such grievances. To the extent possible, and in accordance with applicable law, the Civil Rights Administrator will take appropriate steps to preserve the confidentiality of files and records relating to grievances and will share them only with those who have a need to know.
- The Civil Rights Administrator will issue a written decision on the grievance, based on a preponderance of the evidence, no later than 30 days after its filing, including a notice to the complainant of their right to pursue further administrative or legal remedies.
- The person filing the grievance may appeal the decision of the Civil Rights Administrator by writing to the following within 15 days of receiving the Civil Rights Administrator's decision:

Civil Rights Appeals Committee  
UPMC Health Plan

600 Grant Street - 55th Floor  
Pittsburgh, PA 15219

The Civil Rights Appeals Committee shall issue a written decision in response to the appeal no later than 30 days after its filing.

The availability and use of this grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights. A person can file a complaint of discrimination electronically through the Office for Civil Rights Complaint Portal, which is available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201.

Complaint forms are available at: [www.hhs.gov/ocr/office/file/index.html](http://www.hhs.gov/ocr/office/file/index.html). Such complaints must be filed within 180 days of the date of the alleged discrimination.

UPMC Health Plan<sup>1</sup> will make appropriate arrangements to ensure that individuals with disabilities and individuals with limited English proficiency are provided auxiliary aids and services or language assistance services, respectively, if needed to participate in this grievance process. Such arrangements may include, but are not limited to, providing qualified interpreters, providing taped cassettes of material for individuals with low vision, or assuring a barrier-free location for the proceedings. The Civil Rights Administrator will be responsible for such arrangements.

## Section IX.

### Termination of Coverage

There are a few reasons why your coverage with UPMC Health Plan may terminate. Some of those reasons are:

- You are no longer an employee. In this case, your coverage will terminate the last day of the month that you lose employment.
- You fail to pay your required premium contribution to UPMC Health Plan. In this case, your coverage will terminate at the end of the last month for which a premium payment was made.
- The University of Pittsburgh no longer contracts for coverage or fails to remit payment to UPMC Health Plan. If the University of Pittsburgh decides to terminate its contract with UPMC Health Plan, it is the University of Pittsburgh's responsibility to tell you that your coverage will terminate.
- UPMC Health Plan determines that you have committed fraud or made an intentional misrepresentation of material fact in information submitted to UPMC Health Plan or in obtaining or using services under this Certificate of Coverage. This includes improper use of your member identification card, such as allowing another person to use your card to obtain health care services.

This is not an exhaustive list of all possible scenarios for termination of your coverage. If you have questions about when your coverage or eligibility may terminate, contact UPMC Health Plan's Member Services Department at the phone number on the back of your member identification card.

You do have options for coverage if your group coverage is terminated. Federal and state laws provide COBRA and Conversion plans to help you maintain health benefits in that situation.

#### COBRA coverage

The Consolidated Omnibus Budget Reconciliation Act, known as COBRA, requires certain employers who have 20 or more employees to offer employees the opportunity for a temporary extension of health coverage in certain instances in which coverage would otherwise terminate (e.g., termination of employment [unless termination is for gross misconduct] or a reduction in hours resulting in loss of benefits). Eligible dependents may also qualify for continuation coverage if they lose eligibility as a dependent child or separate from or divorce the employee/subscriber, or if the employee/subscriber dies or becomes eligible for Medicare benefits. If you or your dependents are eligible for and choose COBRA coverage, your coverage will be identical to your current benefits; however, you will be required to pay the premium plus a minimal administrative fee. You should check with your employer and/or plan sponsor to determine if you are eligible for COBRA coverage.

#### Termination of COBRA

In the event of legal separation, divorce, or loss of eligibility of a dependent child, you must notify the University of Pittsburgh within 60 days of the date of the event. Your notification must include appropriate documentation of the change in eligibility status. For a legal separation, documentation must include a valid court order.

When you notify the University of Pittsburgh of the occurrence any of the events listed above, the University of Pittsburgh will notify you about how to continue coverage. If you do not complete a status change form and submit appropriate documentation of the change in accordance with established time frames, COBRA notification for continuation of coverage will not be sent to the individual losing coverage. If you decide to choose COBRA coverage, you must do so within 60 days from the date of termination of coverage under this Certificate of Coverage or the notification from the University of Pittsburgh, whichever is later.

Your COBRA coverage may be terminated by UPMC Health Plan for any of the following reasons:

- You fail to pay your premiums in a timely manner.
- University of Pittsburgh no longer offers any group health plans.
- You become eligible for coverage under another group health plan (as long as that plan does not impose an exclusion or limitation affecting a pre-existing condition on you or your eligible dependents).
- You become eligible for Medicare benefits.

- You engaged in fraud or made an intentional misrepresentation in information submitted to UPMC Health Plan when obtaining or using benefits under your extended coverage.
- You fail to provide requested and required documentation.

For more information regarding COBRA coverage, please visit the University of Pittsburgh website at <http://www.hr.pitt.edu/benefits/cobra>.

### **Conversion coverage**

In some cases, the University of Pittsburgh may not offer COBRA coverage or your COBRA coverage has been exhausted. If so, you may be eligible for UPMC Health Plan's conversion coverage or coverage offered by other carriers. You also may be eligible for conversion coverage if you chose an extension of coverage under COBRA and that coverage expired.

You are not eligible for conversion coverage if:

- Your previous coverage was terminated for cause, including failure to pay your required premium contribution.
- You are eligible for another group health care benefit plan.
- You are eligible for Medicare.
- You reside outside of the UPMC Health Plan Service Area.

The terms of the conversion coverage may be different from the terms of your current coverage. You must apply and make your first premium payment for conversion coverage within 31 days after the termination of your previous coverage. If requested by UPMC Health Plan, you must certify or provide evidence that you are not eligible for other group coverage.

UPMC Health Plan is not responsible to notify you of the opportunity to purchase conversion coverage. Application and payment for conversion coverage is your responsibility. If you do not apply and pay for coverage within the required time period, you will not be eligible for conversion coverage. Contact Member Services for an application or for more information regarding conversion coverage.

### **What are my benefits after termination?**

If you are totally disabled on the date of termination of coverage, you will continue to receive benefits but will be required to make Medicare primary, after 24 months, until the long term disability is closed.

Totally disabled means that you have a condition resulting from an illness or injury for a continuous period of 24 months that causes you to be unable to perform all of the substantial and material functions of any job for which you are reasonably suited, based upon your education, training, or experience. To be considered totally disabled to qualify for continued coverage after termination, you must obtain certification of total disability from your physician and approved by the University's third-party disability administrator. To remain eligible for this continued coverage, you must (1) remain totally disabled through the entire continuation period, (2) not be engaged in any activity whatsoever for wage or profit, and (3) be under the regular care of a physician.

If you are an inpatient in a hospital or skilled nursing facility on the day of termination of coverage, you will continue to be covered for health care services that you receive as an inpatient:

- Until you are discharged from the hospital or skilled nursing facility; OR
- Until the maximum amount of benefits for an inpatient stay has been paid under this Certificate of Coverage; OR
- Until you become covered, without limitation as to the condition for which you are receiving inpatient care, under another group benefit plan, whichever occurs first.

## Section X.

### General Provisions

#### **Your relationship with UPMC Health Plan**

UPMC Health Plan is the third party administrator acting on behalf of the group health benefit plan established by the University of Pittsburgh. UPMC Health Plan's liability is limited to that set forth in its contract with the University of Pittsburgh.

You have no entitlements or privileges under this Certificate of Coverage except as specifically set forth herein. Except with regard to Medically Necessary covered transplantation services, as described herein, no person other than you or your eligible enrolled dependents are entitled to receive benefits under this Certificate of Coverage. Your right to benefits and coverage under this Certificate of Coverage is not transferable or assignable.

You and your eligible enrolled dependents agree that any person or entity having information relating to an illness or injury for which benefits are claimed under this Certificate of Coverage may provide that information, including copies of medical records, to UPMC Health Plan, upon request.

As a UPMC Health Plan Member, you and your eligible enrolled dependents understand and agree that information related to your health/claims may be shared among the various UPMC Insurance Services Division entities for all lawful purposes, including administration of workers' compensation and short-term disability, medical management, and implementation of health/wellness initiatives. UPMC Health Plan may amend, modify, or terminate this Certificate of Coverage as agreed by UPMC Health Plan and University of Pittsburgh without your consent. UPMC Health Plan has the right to amend this Certificate of Coverage to increase, reduce, or eliminate any of the benefits provided for herein for the purpose of complying with the provisions of any law, regulation, or mandate of a regulatory authority.

#### **Fraud and abuse**

According to Pennsylvania statute:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

UPMC Health Plan is committed to the integrity of provision of and payment for health care services to our Members. In the event that you suspect that a UPMC Health Plan Member or a provider is committing fraud or abuse, call or e-mail our Special Investigations Unit at 1-866-FRAUD01 (372-8301) or [specialinvestigationsunit@upmc.edu](mailto:specialinvestigationsunit@upmc.edu).

#### **UPMC Health Plan's relationship with providers**

The relationship between UPMC Health Plan and Participating Providers is that of independent contractors and neither UPMC Health Plan nor any Participating Provider shall be considered an agent or representative of the other for any purpose.

UPMC Health Plan makes no express or implied warranties or representations concerning the qualifications or continued participation of any Participating Provider. The choice to use a particular provider is solely your own. Participating Providers may be terminated in UPMC Health Plan's sole discretion. You may be required to choose another Participating Provider if the provider rendering services to you terminates or is terminated from participation during the term of your enrollment, unless otherwise set forth herein or as required by state or federal law or regulation.

UPMC Health Plan does not provide or render Covered Services, but only makes payment or provides coverage for Medically Necessary Covered Services that you receive. Providers are solely responsible for any health services rendered to you and their other patients. UPMC Health Plan is not liable for any act or omission of any provider who renders health care services to you. UPMC Health Plan has no responsibility for provider's failure or refusal to render health care services to you.

### **Notice of privacy practices**

UPMC Health Plan and the University of Pittsburgh respect and safeguard the confidential information that we maintain regarding you and your dependents. UPMC Health Plan and the University of Pittsburgh each maintain a Notice of Privacy Practices that outlines each entity's policy regarding the privacy of your protected health information. UPMC Health Plan will send you a copy of its Privacy Practices upon request. Additionally, you may obtain a copy of the UPMC Health Plan Privacy Practices by contacting the Member Services Department or by visiting [www.upmchealthplan.com](http://www.upmchealthplan.com). You may access the University of Pittsburgh's Notice of Privacy Practices and related privacy policies on <http://www.pitt.edu/hipaa> or by contacting the University of Pittsburgh's Privacy Officer at the following address:

University of Pittsburgh  
809 Cathedral of Learning  
Pittsburgh, PA 15260  
Attention: Privacy Officer

### **Governing law**

This Certificate of Coverage is entered into and is subject to the laws of the Commonwealth of Pennsylvania. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provision. The waiver by either party of a breach or violation of any of any provision of this Certificate of Coverage shall not operate as or be construed to be a waiver of any subsequent breach or violation thereof.

### **Provider networks**

UPMC Health Plan manages and provides coverage through its own comprehensive network in Western Pennsylvania. This provider network includes UPMC facilities and providers as well as community providers.

All Emergency Services at Non-Participating Providers will be covered at the Participating Provider level. For more information on Emergency Services, see the **Welcome and General Information for Members** page and **Section IV. Covered Services**, subsection **Emergency Services**.

For Members in out-of-area plans (as communicated by your employer) and dependents under age 26, UPMC Health Plan has entered into agreements with two national and/or regional provider networks in order to better serve you when you need medical care.

If you need care in Ohio, the SuperMed network is available through Medical Mutual of Ohio.

If you need care outside of Western Pennsylvania and Ohio, the Private Healthcare Systems (PHCS) network and the complementary MultiPlan network is available through MultiPlan Inc. Providers in these networks are considered in-network, and accept their contracted rate as payment in full in addition to any applicable Copayment, Deductible, and Coinsurance amounts as specified in your plan design

To find a Participating Provider, refer to your Provider Directory. You can get a Provider Directory by visiting [www.upmchealthplan.com](http://www.upmchealthplan.com) to search our online version of the directory or you can call UPMC Health Plan Member Services at the phone number on the back of your ID card to have a provider directory sent to you.

**Nondiscrimination notice**

UPMC Health Plan<sup>1</sup> complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. UPMC Health Plan<sup>1</sup> does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

UPMC Health Plan<sup>1</sup>:

- Provides free aids and services to people with disabilities so that they can communicate effectively with us, such as:
  - Qualified sign language interpreters.
  - Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters.
  - Information written in other languages.

If you need these services, contact the Civil Rights Administrator.

If you believe that UPMC Health Plan<sup>1</sup> has failed to provide these services or has discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Civil Rights Administrator  
UPMC Health Plan  
600 Grant Street - 55<sup>th</sup> Floor  
Pittsburgh, PA 15219

Phone: 1-844-755-5611 (TTY: 1-800-361-2629)  
Fax: 1-412-454-5964  
Email: [HealthPlanCompliance@upmc.edu](mailto:HealthPlanCompliance@upmc.edu)

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Administrator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019. TTY/TDD users should call 1-800-537-7697.

Complaint forms are available at [www.hhs.gov/ocr/office/file/index.html](http://www.hhs.gov/ocr/office/file/index.html).



**Translation services**

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-869-7228 (TTY: 1-800-361-2629).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-855-869-7228 (TTY：1-800-361-2629)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-869-7228 (TTY: 1-800-361-2629).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-869-7228 (телетайп: 1-800-361-2629).

Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-855-869-7228 (TTY: 1-800-361-2629).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-869-7228 (TTY: 1-800-361-2629)번으로 전화해 주십시오.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-869-7228 (TTY: 1-800-361-2629).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-855-869-7228 (رقم هاتف الصم والبكم: 1-800-361-2629).

ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-869-7228 (ATS : 1-800-361-2629).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-869-7228 (TTY: 1-800-361-2629).

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-855-869-7228 (TTY: 1-800-361-2629).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-869-7228 (TTY: 1-800-361-2629).

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-855-869-7228 (TTY: 1-800-361-2629).

ប្រយ័ត្ន: បើសិនជាអ្នកនិយាយ ភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតថ្លៃ គឺអាចមានសំរាប់អ្នក។ ចូរ ទូរស័ព្ទ 1-855-869-7228 (TTY: 1-800-361-2629)។

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-869-7228 (TTY: 1-800-361-2629).

**This managed care plan may not cover all of your health care expenses. Read your contract carefully to determine which health care services are covered.**

UPMC Health Plan Member Services:  
**1-888-499-6885**

TTY users:  
**1-800-361-2629**

**UPMC HEALTH PLAN**

U.S. Steel Tower, 600 Grant Street  
Pittsburgh, PA 15219

[www.upmchealthplan.com](http://www.upmchealthplan.com)

