New York University
Adjunct Faculty and Pre-65 Retirees
Aetna HMO Plan
January 01, 2017
Welcome!

Our goal is your good health. To achieve this goal, we encourage preventive care in addition to covering you when you are sick or injured. An extensive network of participating physicians and hospitals is available to provide you with easy access to medical care 24 hours a day, 7 days a week.

We believe that through the appropriate use of health resources, we can work together to keep you healthy and to control the rising costs of medical care for everyone.

Your Health Maintenance Organization (HMO)* benefits program is self-funded by your employer and administered by Aetna Life Insurance Company (Aetna).

We wish you the best of health.

* As used in this booklet, “HMO” refers to HMO-type benefits that are self-funded by your employer.
How to Use Your Plan Description

This booklet is your guide to the benefits available through your employer’s HMO Plan. Please read it carefully and refer to it when you need information about how the Plan works, to determine what to do in an emergency situation, and to find out how to handle service issues. It is also an excellent source for learning about many of the special programs available to you as a Plan participant.

If you cannot find the answer to your question(s) in the booklet, call the Member Services toll-free number on your ID card. A trained representative will be happy to help you. For more information, go to the “Member Services” section later in this book.

Tips for New Plan Participants

• Keep this booklet where you can easily refer to it.
• Keep your ID card(s) in your wallet.
• Post your Primary Care Physician’s name and number near the telephone.
• Emergencies are covered anytime, anywhere, 24 hours a day. See “In Case of Medical Emergency” for emergency care guidelines.
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How the Plan Works

Plan participants have access to a network of participating Primary Care Physicians (PCPs), specialists and hospitals that meet Aetna’s requirements for quality and service. These providers are independent physicians and facilities that are monitored for quality of care, patient satisfaction, cost-effectiveness of treatment, office standards and ongoing training.

Each participant in the Plan must select a Primary Care Physician (PCP) when they enroll. Your PCP serves as your guide to care in today’s complex medical system and will help you access appropriate care.

The Primary Care Physician

As a participant in the Plan, you will become a partner with your participating PCP in preventive medicine. Consult your PCP whenever you have questions about your health. Your PCP will provide your primary care and, when medically necessary, your PCP will refer you to other doctors or facilities for treatment. The referral is important because it is how your PCP arranges for you to receive necessary, appropriate care and follow-up treatment. Except for PCP, direct access and emergency services, you must have a prior written or electronic referral from your PCP to receive coverage for all services and any necessary follow-up treatment.

Participating specialists are required to send reports back to your PCP to keep your PCP informed of any treatment plans ordered by the specialist.

Primary and Preventive Care

As a participant in the Plan, you will become a partner with your participating PCP in preventive medicine. Consult your PCP whenever you have questions about your health. Your PCP will provide your primary care and, when medically necessary, your PCP will refer you to other doctors or facilities for treatment. The referral is important because it is how your PCP arranges for you to receive necessary, appropriate care and follow-up treatment. Except for PCP, direct access and emergency services, you must have a prior written or electronic referral from your PCP to receive coverage for all services and any necessary follow-up treatment.

Participating specialists are required to send reports back to your PCP to keep your PCP informed of any treatment plans ordered by the specialist.

Primary and Preventive Care

Vision exams, gynecological exams from participating providers without a referral from your PCP. You are responsible for the copayment shown in the “Schedule of Benefits.”

Specialty and Facility Care

Your PCP may refer you to a specialist or facility for treatment or for covered preventive care services, when medically necessary. Except for those benefits described in this booklet as direct access benefits and emergency care, you must have a prior written or electronic referral from your PCP in order to receive coverage for any services the specialist or facility provides.

When your PCP refers you to a participating specialist or facility for covered services, you will be responsible for the copayment shown in the “Schedule of Benefits.”

To avoid costly and unnecessary bills, follow these steps:

• Consult your PCP first when you need routine medical care. If your PCP deems it medically necessary, you will get a written or electronic referral to a participating specialist or facility. Referrals are valid for 90 days, as long as you remain an eligible participant in the Plan. For direct access benefits, you may contact the participating provider directly, without a referral.
• Certain services require both a referral from your PCP and prior authorization from Aetna. Your PCP is responsible for obtaining authorization from Aetna for in-network covered services.
• Review the referral with your PCP. Understand what specialist services are being recommended and why.
• Present the referral to the participating provider. Except for direct access benefits, any additional treatments or tests that are covered benefits require another referral from your PCP. The referral is necessary to have these services approved for payment. Without the referral, you are responsible for payment for these services.
• If it is not an emergency and you go to a doctor or facility without your PCP’s prior written or electronic referral, you must pay the bill yourself.
• Your PCP may refer you to a nonparticipating provider for covered services that are not available within the network. Services from nonparticipating providers require prior approval by Aetna in addition to a special nonparticipating referral from your PCP. When properly authorized, these services are covered after the applicable copayment.

Remember: You cannot request referrals after you visit a specialist or hospital. Therefore, to receive maximum coverage, you need to contact your PCP and get authorization from Aetna (when applicable) before seeking specialty or hospital care.

Some PCPs are affiliated with integrated delivery systems (IDS) or other provider groups (such as Independent Practice Associations and Physician-Hospital Associations). If your PCP participates in such an arrangement, you will usually be
referred to specialists and hospitals within that system or group. However, if your medical needs extend beyond the scope of the affiliated providers, you may ask to have services provided by non-affiliated physicians or facilities. Services provided by non-affiliated providers may require prior authorization from Aetna and/or the IDS or other provider group. Check with your PCP or call the Member Services number that appears on your ID card to find out if prior authorization is necessary.

**Provider Information**

You may obtain, without charge, a listing of network providers from your Plan Administrator, or by calling the toll-free Member Services number on your ID card.

It is easy to obtain information about providers in Aetna’s network using the Internet. With DocFind® you can conduct an online search for participating doctors, hospitals and other providers. To use DocFind, go to www.aetna.com/docfind. Select the appropriate provider category and follow the instructions provided to select a provider based on specialty, geographic location and/or hospital affiliation.

**Your ID Card**

When you join the Plan, you and each enrolled member of your family receive a member ID card. Your ID card lists the telephone number of the Aetna PCP you have chosen. If you change your PCP, you will automatically receive a new card displaying the change.

If your card is lost or stolen, please notify Aetna immediately.
## Schedule of Benefits

All non-emergency specialty and hospital services require a prior referral from your PCP, unless noted below as a “direct access” benefit.

<table>
<thead>
<tr>
<th>Plan Deductible</th>
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</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$200 per calendar year</td>
</tr>
<tr>
<td>Family</td>
<td>$400 per calendar year</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Annual Out of Pocket Limit</th>
<th></th>
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<tbody>
<tr>
<td>Excludes the Deductible amount</td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$2,000 per calendar year</td>
</tr>
<tr>
<td>Family</td>
<td>$4,000 per calendar year</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary and Preventive Care</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PCP Office Visits</td>
<td>$30 copay per visit</td>
</tr>
<tr>
<td>Other than Preventive Care</td>
<td>$30 copay per visit</td>
</tr>
<tr>
<td>After Hours/Home Visits/Emergency Visits</td>
<td>$35 copay per visit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Routine Physical Examinations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The plan pays 100% per visit</td>
</tr>
<tr>
<td></td>
<td>No deductible applies.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Covered Persons through age 21: Maximum Age &amp; Visit Limits</th>
<th>Subject to any age and visit limits provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For details, contact your physician log onto the Aetna website <a href="http://www.aetna.com">www.aetna.com</a> or call the number on the back of your ID card.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Covered Persons ages 22 but less than 65: Maximum Visits per 12 months</th>
<th>1 visit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Persons age 65 and over: Maximum Visits per 12 months</td>
<td>1 visit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Preventive Care Immunizations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Performed in a facility or physician's office</td>
<td>The Plan pays 100% per visit</td>
</tr>
<tr>
<td></td>
<td>No deductible applies.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Well Woman Preventive Visits Office Visits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Plan pays 100% per visit</td>
</tr>
<tr>
<td></td>
<td>No copay or deductible applies.</td>
</tr>
</tbody>
</table>

| Maximum Visits per 12 months | 1 visit |

<table>
<thead>
<tr>
<th>Routine Cancer Screenings</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient</td>
<td>No Calendar Year deductible applies.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maximums</th>
<th>Subject to any age and visit limits provided for in the current recommendations of the United States Preventive Services Task Force and comprehensive guidelines supported by the Health Resources and Services Administration.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For details, contact your physician, log onto the Aetna website <a href="http://www.aetna.com">www.aetna.com</a> or call the number on the back of your ID card.</td>
<td></td>
</tr>
<tr>
<td>Service Description</td>
<td>Maximum Visits per 12 months</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td><strong>Screening &amp; Counseling Services - Obesity, Misuse of Alcohol and/or Drugs &amp; Use of Tobacco Products</strong></td>
<td></td>
</tr>
<tr>
<td>Obesity</td>
<td>26 visits*</td>
</tr>
<tr>
<td>Maximum Visits per 12 months</td>
<td></td>
</tr>
<tr>
<td>Misuse of Alcohol and/or Drugs</td>
<td>5 visits*</td>
</tr>
<tr>
<td>Maximum Visits per 12 months</td>
<td>8 visits*</td>
</tr>
<tr>
<td>Use of Tobacco Products</td>
<td></td>
</tr>
<tr>
<td>Maximum Visits per 12 months</td>
<td></td>
</tr>
<tr>
<td><strong>Family Planning Services</strong></td>
<td></td>
</tr>
<tr>
<td>Female Contraceptive Counseling Services - Office Visits</td>
<td></td>
</tr>
<tr>
<td><strong>Contraceptive Counseling Services - Maximum Visits</strong></td>
<td>2* visits per 12 months</td>
</tr>
<tr>
<td>either in a group or individual setting</td>
<td></td>
</tr>
<tr>
<td><strong>Family Planning Services - Female Voluntary Sterilization</strong></td>
<td></td>
</tr>
<tr>
<td>Inpatient</td>
<td>100% (of the contracted rate) per visit</td>
</tr>
<tr>
<td>Outpatient</td>
<td>100% (of the contracted rate) per visit</td>
</tr>
<tr>
<td><strong>Family Planning Services - Female Contraceptives</strong></td>
<td></td>
</tr>
<tr>
<td>Female Contraceptive Devices (associated office visit is payable in accordance with the type of expense incurred and the place where service is provided)</td>
<td>100% per prescription or refill</td>
</tr>
<tr>
<td>Family Planning Services - Female Contraceptives Generic Prescription Drugs (associated office visit is payable in accordance with the type of expense incurred and the place where service is provided)</td>
<td>100% per prescription or refill</td>
</tr>
<tr>
<td><strong>FDA-Approved Female Generic Emergency Contraceptives (associated office visit is payable in accordance with the type of expense incurred and the place where service is provided)</strong></td>
<td>100% per prescription or refill</td>
</tr>
<tr>
<td><strong>Routine Eye Examinations</strong></td>
<td>100% (of the contracted rate) per visit</td>
</tr>
<tr>
<td><strong>Hearing Aids</strong></td>
<td>100% (of the contracted rate) per item</td>
</tr>
<tr>
<td>Specialty and Outpatient Care</td>
<td></td>
</tr>
<tr>
<td>------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Specialist Office Visits</td>
<td>$40 copay per visit</td>
</tr>
<tr>
<td>Prenatal Care - for the first OB visit</td>
<td>$30 copay 100% (of the contracted rate)</td>
</tr>
<tr>
<td>Subsequent Prenatal Visits</td>
<td></td>
</tr>
<tr>
<td>Infertility Services</td>
<td>$40 copay per visit</td>
</tr>
<tr>
<td>Advanced Reproductive Technology</td>
<td>Copay based on where service is provided $10,000 Lifetime maximum</td>
</tr>
<tr>
<td>Allergy Testing</td>
<td></td>
</tr>
<tr>
<td>PCP office</td>
<td>$30 copay per visit- copay waived if not billed with any other office services</td>
</tr>
<tr>
<td>Specialist office</td>
<td>$40 copay per visit- copay waived if not billed with any other office services</td>
</tr>
<tr>
<td>Allergy Treatment</td>
<td></td>
</tr>
<tr>
<td>Routine injections at PCP’s office, with or without physician encounter</td>
<td></td>
</tr>
<tr>
<td>PCP office</td>
<td>$30 copay per visit- copay waived if not billed with any other office services</td>
</tr>
<tr>
<td>Specialist office</td>
<td>$40 copay per visit- copay waived if not billed with any other office services</td>
</tr>
<tr>
<td>Outpatient Facility Visits</td>
<td></td>
</tr>
<tr>
<td>Performed at a Hospital Outpatient Facility</td>
<td>90% (of the contracted rate) after deductible per visit</td>
</tr>
<tr>
<td>Chemotherapy</td>
<td></td>
</tr>
<tr>
<td>Radiation Therapy</td>
<td></td>
</tr>
<tr>
<td>Infusion Therapy</td>
<td></td>
</tr>
<tr>
<td>Performed at a facility other than a Hospital Outpatient Facility</td>
<td>90% (of the contracted rate) after deductible per visit</td>
</tr>
<tr>
<td>Chemotherapy</td>
<td></td>
</tr>
<tr>
<td>Radiation Therapy</td>
<td></td>
</tr>
<tr>
<td>Infusion Therapy</td>
<td></td>
</tr>
<tr>
<td>X-rays and Lab Tests</td>
<td>$40 copay per visit</td>
</tr>
<tr>
<td>Outpatient Therapy (speech, occupational, physical)</td>
<td>$40 copay per visit</td>
</tr>
<tr>
<td>60 visits per incident of illness or injury beginning with the first day of treatment per calendar year</td>
<td></td>
</tr>
<tr>
<td>Chiropractic Care 36 visits per calendar year</td>
<td>$40 copay per visit</td>
</tr>
<tr>
<td>Home Health Care</td>
<td>90% (of the contracted rate) after deductible per visit</td>
</tr>
<tr>
<td>Service</td>
<td>Coverage Details</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>200 visits per calendar year</td>
<td></td>
</tr>
<tr>
<td>Hospice Care</td>
<td>100% (of the contracted rate) after deductible per visit</td>
</tr>
<tr>
<td>Injectable Medications</td>
<td></td>
</tr>
<tr>
<td>Primary Care Physician</td>
<td>$30 copay per prescription - copay waived if not billed with any other office services</td>
</tr>
<tr>
<td>Specialist</td>
<td>$40 copay per prescription - copay waived if not billed with any other office services</td>
</tr>
<tr>
<td>Durable Medical Equipment (DME)</td>
<td>95% (of the cost) per item</td>
</tr>
<tr>
<td>Prosthetic Devices</td>
<td>No copay - some prostheses must be approved in advance by Aetna</td>
</tr>
<tr>
<td>Morbid Obesity Surgical Treatment Benefits</td>
<td></td>
</tr>
<tr>
<td>Inpatient Morbid Obesity Surgery (includes Surgical procedure and Acute Hospital Services)</td>
<td>90% (of the contracted rate) after deductible per admission</td>
</tr>
<tr>
<td>Outpatient Morbid Obesity Surgery</td>
<td>90% after deductible per service</td>
</tr>
<tr>
<td>Applied Behavior Analysis (ABA)</td>
<td>$30 copay after deductible per visit</td>
</tr>
<tr>
<td>Inpatient Services</td>
<td></td>
</tr>
<tr>
<td>Hospital Room and Board and Other Inpatient Services</td>
<td>90% (of the contracted rate) after deductible per admission</td>
</tr>
<tr>
<td>Skilled Nursing Facilities</td>
<td>90% (of the contracted rate) after deductible per admission</td>
</tr>
<tr>
<td>Hospice Facility</td>
<td>90% (of the contracted rate) after deductible per admission</td>
</tr>
<tr>
<td>Surgery and Anesthesia</td>
<td></td>
</tr>
<tr>
<td>Inpatient Surgery</td>
<td>Subject to inpatient copay shown above</td>
</tr>
<tr>
<td>Outpatient Surgery</td>
<td>90% (of the contracted rate) after deductible per visit</td>
</tr>
<tr>
<td>Mental Disorders</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>During a Hospital Confinement</td>
<td>90% (of the contracted rate) after deductible per admission</td>
</tr>
<tr>
<td>During a Residential Treatment Facility Confinement</td>
<td>90% (of the contracted rate) after deductible per admission</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Substance Abuse</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Outpatient Mental Disorders Visits</td>
<td>$30 copay per visit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Detoxification and Rehabilitation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>During a Hospital confinement</td>
<td>90% (of the contracted rate) after deductible per admission</td>
</tr>
<tr>
<td>During a Residential Treatment Facility confinement</td>
<td>90% (of the contracted rate) after deductible per admission</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Substance Abuse</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient Substance Abuse Visits</td>
<td>$30 copay per visit</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maternity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>90% (of the contracted rate) after deductible per admission</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Emergency Care</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital Emergency Room, Urgent Care Facility, or Outpatient Department</td>
<td>$75 copay per visit</td>
</tr>
<tr>
<td>Ambulance</td>
<td>90% (of the contracted rate) after deductible per trip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prescription Drugs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient prescription drug coverage is administered by Caremark. Refer to the separate booklet describing the coverage available</td>
<td></td>
</tr>
</tbody>
</table>
Your Benefits

Although a specific service may be listed as a covered benefit, it may not be covered unless it is medically necessary for the prevention, diagnosis or treatment of your illness or condition. Refer to the “Glossary” section for the definition of “medically necessary.”

Certain services must be precertified by Aetna. Your participating provider is responsible for obtaining this approval.

Primary and Preventive Care

One of the Plan’s goals is to help you maintain good health through preventive care. Routine exams, immunizations and well-child care contribute to good health and are covered by the Plan (after any applicable copayment) if provided by your PCP or on referral from your PCP:

- Office visits with your PCP during office hours and during non-office hours.
- Home visits by your PCP.
- Treatment for illness and injury.
- Health education counseling and information.
- Periodic eye examinations. You may visit a participating provider without a referral for one exam every 24 months.
- Routine hearing screenings performed by your PCP as part of a routine physical examination.

Routine Physical Exams

Covered expenses include charges made by your physician for routine physical exams. This includes routine vision and hearing screenings given as part of the routine physical exam. A routine exam is a medical exam given by a physician for a reason other than to diagnose or treat a suspected or identified illness or injury, and also includes:

- Evidence-based items that have in effect a rating of A or B in the current recommendations of the United States Preventive Services Task Force.
- For females, screenings and counseling services as provided for in the comprehensive guidelines recommended by the Health Resources and Services Administration. These services may include but are not limited to:
  - Screening and counseling services, such as:
    - Interpersonal and domestic violence;
    - Sexually transmitted diseases; and
    - Human Immune Deficiency Virus (HIV) infections.
  - Screening for gestational diabetes.
  - High risk Human Papillomavirus (HPV) DNA testing for women age 30 and older.
  - X-rays, lab and other tests given in connection with the exam.
  - For covered newborns, an initial hospital check up.

Limitations:
Unless specified above, not covered under this Preventive Care benefit are charges for:
- Services which are covered to any extent under any other part of this Plan;
- Services which are for diagnosis or treatment of a suspected or identified illness or injury;
- Exams given during your stay for medical care;
- Services not given by a physician or under his or her direction;
- Psychiatric, psychological, personality or emotional testing or exams;
**Preventive Care Immunizations**
Covered expenses include charges made by your physician or a facility for:

- immunizations for infectious diseases; and
- the materials for administration of immunizations;

that have been recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.

Limitations
Not covered under this Preventive Care benefit are charges incurred for immunizations that are not considered Preventive Care such as those required due to your employment or travel.

**Well Woman Preventive Visits**
Covered expenses include charges made by your physician for a routine well woman preventive exam office visit, including Pap smears, in accordance with the recommendations by the Health Resources and Services Administration. A routine well woman preventive exam is a medical exam given by a physician for a reason other than to diagnose or treat a suspected or identified illness or injury.

Limitations:
Unless specified above, not covered under this Preventive Care benefit are charges for:
- Services which are covered to any extent under any other part of this Plan;
- Services which are for diagnosis or treatment of a suspected or identified illness or injury;
- Exams given during your stay for medical care;
- Services not given by a physician or under his or her direction;
- Psychiatric, psychological, personality or emotional testing or exams.

**Routine Cancer Screenings**
Covered expenses include, but are not limited to, charges incurred for routine cancer screening as follows:

- Mammograms;
- Fecal occult blood tests;
- Digital rectal exams;
- Prostate specific antigen (PSA) tests;
- Sigmoidoscopies;
- Double contrast barium enemas (DCBE); and
- Colonoscopies.

These benefits will be subject to any age; family history; and frequency guidelines that are:

- Evidence-based items or services that have in effect a rating of A or B in the recommendations of the United States Preventive Services Task Force; and
- Evidence-informed items or services provided in the comprehensive guidelines supported by the Health Resources and Services Administration.

Limitations:
Unless specified above, not covered under this Preventive Care benefit are charges incurred for:

- Services which are covered to any extent under any other part of this Plan.

Important Notes:
Refer to the Schedule of Benefits for details about cost sharing and benefit maximums that apply to Preventive Care. For details on the frequency and age limits that apply to Routine Physical Exams and Routine Cancer Screenings, contact your physician, log onto the Aetna website www.aetna.com, or call the member services at the number on the back of your ID card.
Screening and Counseling Services
Covered expenses include charges made by your physician in an individual or group setting for the following:

Obesity
Screening and counseling services to aid in weight reduction due to obesity. Coverage includes:
• preventive counseling visits and/or risk factor reduction intervention;
• medical nutrition therapy;
• nutrition counseling; and
• healthy diet counseling visits provided in connection with Hyperlipidemia (high cholesterol) and other known risk factors for cardiovascular and diet-related chronic disease.

Benefits for the screening and counseling services above are subject to the visit maximums shown in your Schedule of Benefits. In figuring the visit maximums, each session of up to 60 minutes is equal to one visit.

Misuse of Alcohol and/or Drugs
Screening and counseling services to aid in the prevention or reduction of the use of an alcohol agent or controlled substance. Coverage includes preventive counseling visits, risk factor reduction intervention and a structured assessment.

Benefits for the screening and counseling services above are subject to the visit maximums shown in your Schedule of Benefits. In figuring the visit maximums, each session of up to 60 minutes is equal to one visit.

Use of Tobacco Products
Screening and counseling services to aid in the cessation of the use of tobacco products. Tobacco product means a substance containing tobacco or nicotine including: cigarettes, cigars; smoking tobacco; snuff; smokeless tobacco and candy-like products that contain tobacco. Coverage includes:
• preventive counseling visits;
• treatment visits; and
• class visits;

to aid in the cessation of the use of tobacco products.

Benefits for the screening and counseling services above are subject to the visit maximums shown in your Schedule of Benefits. In figuring the visit maximums, each session of up to 60 minutes is equal to one visit.

Limitations:
Unless specified above, not covered under this benefit are charges for:
• Services which are covered to any extent under any other part of this plan;
• Services which are for diagnosis or treatment of a suspected or identified illness or injury;
• Exams given during your stay for medical care;
• Services not given by a physician or under his or her direction;
• Psychiatric, psychological, personality or emotional testing or exams.

Family Planning Services - Female Contraceptives
For females with reproductive capacity, covered expenses include those charges incurred for services and supplies that are provided to prevent pregnancy. All contraceptive methods, services and supplies covered under this Preventive Care benefit must be approved by the U.S. Food and Drug Administration (FDA).

Coverage includes counseling services on contraceptive methods provided by a physician, obstetrician or gynecologist. Such counseling services are covered expenses when provided in either a group or individual setting. They are subject to the contraceptive counseling services visit maximum shown in your Schedule of Benefits.

The following contraceptive methods are covered expenses under this Preventive Care benefit:
Contraceptives
Covered expenses include charges made by a physician or pharmacy for:
• Female contraceptives that are brand name or generic prescription drugs;
• Female contraceptive devices including the related services and supplies needed to administer the device;
• FDA-approved female: generic emergency contraceptives.
When contraceptive methods are obtained at a pharmacy, prescriptions must be submitted to the pharmacist for processing through Caremark.

Limitations:
Unless specified above, not covered under this Preventive Care benefit are charges for:
• Services which are covered to any extent under any other part of this Plan;
• Services and supplies incurred for an abortion;
• Services provided as a result of complications resulting from a voluntary sterilization procedure and related follow-up care;
• Services which are for the treatment of an identified illness or injury;
• Services that are not given by a physician or under his or her direction;
• Psychiatric, psychological, personality or emotional testing or exams;
• Any contraceptive methods that are only "reviewed" by the FDA and not "approved" by the FDA;
• Male contraceptive methods, sterilization procedures or devices;
• The reversal of voluntary sterilization procedures, including any related follow-up care.

Specialty and Outpatient Care

The Plan covers the following specialty and outpatient services. You must have a prior written or electronic referral from your PCP in order to receive coverage for any non-emergency services the specialist or facility provides.

• Participating specialist office visits.
• Participating specialist consultations, including second opinions.
• Outpatient surgery for a covered surgical procedure when furnished by a participating outpatient surgery center. All outpatient surgery must be approved in advance by Aetna.
• Preoperative and postoperative care.
• Casts and dressings.
• Radiation therapy.
• Cancer chemotherapy.
• Short-term speech, occupational (except vocational rehabilitation and employment counseling), and physical therapy for treatment of non-chronic conditions and acute illness or injury.
• Cognitive therapy associated with physical rehabilitation for treatment of non-chronic conditions and acute illness or injury.
• Short-term cardiac rehabilitation provided on an outpatient basis following angioplasty, cardiovascular surgery, congestive heart failure or myocardial infarction.
• Short-term pulmonary rehabilitation provided on an outpatient basis for the treatment of reversible pulmonary disease.
• Diagnostic, laboratory and X-ray services.
• Emergency care including ambulance service - 24 hours a day, 7 days a week (see “In Case of Emergency”).
• Home health services provided by a participating home health care agency, including:
  - skilled nursing services provided or supervised by an RN.
  - services of a home health aide for skilled care.
  - medical social services provided or supervised by a qualified physician or social worker if your PCP certifies that the medical social services are necessary for the treatment of your medical condition.

Home health care services do not include custodial care or applied behavior analysis.

• Outpatient hospice services for a Plan participant who is terminally ill, including:
  - counseling and emotional support.
  - home visits by nurses and social workers.
  - pain management and symptom control.
  - instruction and supervision of a family member.

Note: The Plan does not cover the following hospice services:

  - bereavement counseling, funeral arrangements, pastoral counseling, or financial or legal counseling.
  - homemaker or caretaker services and any service not solely related to the care of the terminally ill patient.
  - respite care when the patient’s family or usual caretaker cannot, or will not, attend to the patient’s needs.
• Oral surgery (limited to extraction of bony, impacted teeth, treatment of bone fractures, removal of tumors and orthodontogenic cysts).

• Reconstructive breast surgery following a mastectomy, including:
  - reconstruction of the breast on which the mastectomy is performed, including areolar reconstruction and the insertion of a breast implant,
  - surgery and reconstruction performed on the non-diseased breast to establish symmetry when reconstructive breast surgery on the diseased breast has been performed, and
  - physical therapy to treat the complications of the mastectomy, including lymphedema.

• Infertility services to diagnose and treat the underlying medical cause of infertility. You may obtain the following basic infertility services from a participating gynecologist or infertility specialist without a referral from your PCP:
  - initial evaluation, including history, physical exam and laboratory studies performed at an appropriate participating laboratory,
  - evaluation of ovulatory function,
  - ultrasound of ovaries at an appropriate participating radiology facility,
  - postcoital test,
  - hysterosalpingogram,
  - endometrial biopsy, and
  - hysteroscopy.

  Semen analysis at an appropriate participating laboratory is covered for male Plan participants; a recommendation from your PCP is necessary.

If you do not conceive after receiving the above infertility services, or if the diagnosis suggests that there is no reasonable chance of pregnancy as a result of the above services, you are eligible to receive the following comprehensive services through a participating infertility specialist when preauthorized through and coordinated by the Aetna Infertility Unit:
  - ovulation induction cycles (bloodwork and ultrasounds), subject to a lifetime maximum of 6 cycles.

• Coverage for advanced reproductive technology (ART) is limited to:
  - no more than 3 cycles per lifetime for any combination of the following ART services and treatment, which only include in vitro fertilization (IVF), Gamete Intrafallopian Transfer (GIFT), Zygote Intrafallopian Transfer (ZIFT), cryopreserved embryo transfer, intra-cytoplasmic sperm injection (ICSI) or ovum microsurgery;
  - charges associated with your care when participating in a donor IVF program, including fertilization and culture; and
  - charges associated with obtaining your partner’s sperm for ART, when your partner is also covered under this Plan.

To receive coverage for advanced reproductive technology, you must:
  - obtain a recommendation from your PCP or participating gynecologist or contact an Infertility Unit case manager at the Member Services number shown on your ID card,
  - undergo an initial evaluation and consultation with, and be recommended for, ART treatment by a participating ART specialist, and
  - obtain preauthorization through the Infertility Unit, either directly or through your ART specialist.

The following expenses are not covered:
  - ART services when either the male or female partner has undergone a sterilization procedure in the past, with or without surgical reversal.
  - Reversal of sterilization surgery.
  - ART services for females with FSH levels of 19 mIU/ml on day 3 of the menstrual cycle.
  - ART services for females attempting to become pregnant who have not had at least 1 year or more of timed, unprotected coitus, or 12 cycles of donor insemination (for members less than 35 years of age), or 6 months or more of timed, unprotected coitus, or 6 cycles of donor insemination (for members age 35 or older) prior to enrolling in the Infertility Program.
- The purchase of donor sperm and any charges for the storage of sperm; the purchase of donor eggs and any charges associated with care of the donor required for donor egg retrievals or transfers or gestational carriers (or surrogacy); all charges associated with a gestational carrier program for the member or the gestational carrier.
- Charges associated with cryopreservation or storage of cryopreserved eggs and embryos (e.g., office, hospital, ultrasounds, laboratory tests, etc.).
- Home ovulation prediction kits.
- Drugs related to the treatment of non-covered benefits or related to the treatment of infertility that are not medically necessary.
- Injectable infertility medications, including but not limited to, menotropins, hCG, GnRH agonists, and IVIG.
- Any service provided without a preauthorization from the plan's Infertility Case Management Unit.
- ART services that are not reasonably likely to result in success.

- Chiropractic services. Subluxation services must be consistent with Aetna’s guidelines for spinal manipulation to correct a muscular skeletal problem or subluxation that could be documented by diagnostic X-rays performed by a participating radiologist.
- Prosthetic appliances and orthopedic braces (including repair and replacement when due to normal growth). Certain prosthetics require preauthorization by Aetna.

- Durable medical equipment (DME), prescribed by a physician for the treatment of an illness or injury.

The Plan covers instruction and appropriate services required for the Plan participant to properly use the item, such as attachment or insertion, if approved by Aetna. Replacement, repair and maintenance are covered only if:

- they are needed due to a change in your physical condition, or
- it is likely to cost less to buy a replacement than to repair the existing equipment or rent like equipment.

The request for any type of DME must be made by your physician and coordinated through Aetna.

- Obesity Treatment. Covered expenses include charges made by a physician, licensed or certified dietician, nutritionist or hospital for the non-surgical treatment of obesity for the following outpatient weight management services:

  - An initial medical history and physical exam;
  - Diagnostic tests given or ordered during the first exam; and
  - Prescription drugs.

Covered expenses include one morbid obesity surgical procedure, within a two-year period, beginning with the date of the first morbid obesity surgical procedure, unless a multi-stage procedure is planned, but only when you have a:

- Body mass index (BMI) exceeding 40; or
- BMI greater than 35 in conjunction with any of the following co-morbidities any one of which is aggravated by the obesity:

  - Coronary heart disease;
  - Type 2 diabetes mellitus;
  - Clinically significant obstructive sleep apnea; or
  - Medically refractory hypertension (blood pressure greater than 140 mmHg systolic and/or 90 mmHg diastolic despite optimal medical management.

Unless specified above, not covered under this benefit are charges incurred for: Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, food or food supplements, appetite suppressants and other medications; exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including morbid obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions; except as provided in this booklet.
• Transgender Reassignment (Sex Change) Surgery.

**Covered expenses** include charges in connection with a **medically necessary** Transgender Reassignment (sometimes called Sex Change) Surgery as long you or a covered dependent have obtained **precertification** from Aetna.

**Covered expenses** include:

Charges made by a **physician** for:

- Performing the surgical procedure; and
- Pre-operative and post-operative hospital and office visits.

Charges made by a **hospital** for inpatient and outpatient services (including outpatient surgery). **Room and board** charges in excess of the hospital’s **semi-private** rate will not be covered unless a private room is ordered by your **physician** and **precertification** has been obtained.

Charges made by a **Skilled Nursing Facility** for inpatient services and supplies. Daily **room and board** charges over the **semi private rate** will not be covered. Charges for the administration of anesthetics.

Charges for blood transfusion and the cost of unreplaced blood and blood products. Also included are the charges for collecting, processing and storage of self-donated blood after the surgery has been scheduled.

**Important Reminder**

No payment will be made for any covered expenses under this benefit unless they have been precertified by Aetna.

For further details, please access the Medical Clinical Policy Bulletin #0615 on Gender Reassignment Surgery via [www.Aetna.com](http://www.Aetna.com).

### Inpatient Care in a Hospital, Skilled Nursing Facility or Hospice

If you are hospitalized by a participating PCP or specialist (with prior referral except in emergencies), you receive the benefits listed below. See “Behavioral Health” for inpatient mental health and substance abuse benefits.

- Confinement in semi-private accommodations (or private room when medically necessary and certified by your PCP) while confined to an acute care facility.
- Confinement in semi-private accommodations in an extended care/skilled nursing facility.
- Confinement in semi-private accommodations in a hospice care facility for a Plan participant who is diagnosed as terminally ill.
- Intensive or special care facilities.
- Visits by your PCP while you are confined.
- General nursing care.
- Surgical, medical and obstetrical services provided by the participating hospital.
- Use of operating rooms and related facilities.
- Medical and surgical dressings, supplies, casts and splints.
- Drugs and medications.
- Intravenous injections and solutions.
- Administration and processing of blood, processing fees and fees related to autologous blood donations. (The blood or blood product itself is not covered.)
- Nuclear medicine.
- Preoperative care and postoperative care.
- Anesthesia and anesthesia services.
- Oxygen and oxygen therapy.
- Inpatient physical and rehabilitation therapy, including:
  - cardiac rehabilitation, and
  - pulmonary rehabilitation.

- X-rays (other than dental X-rays), laboratory testing and diagnostic services.
- Magnetic resonance imaging.
- Transplant services are covered if the transplant is not experimental or investigational and has been approved in advance by Aetna. Transplants must be performed in hospitals specifically approved and designated by Aetna to perform the procedure. The Institutes of Excellence (IOE) network is Aetna’s network of providers for transplants and transplant-related services, including evaluation and follow-up care. Each facility has been selected to perform only certain types of
transplants, based on their quality of care and successful clinical outcomes. A transplant will be covered only if performed in a facility that has been designated as an IOE facility for the type of transplant in question. Any facility that is not specified as an Institute of Excellence network facility is considered as an out-of-network facility for transplant-related services, even if the facility is considered as a participating facility for other types of services.

Maternity

The Plan covers physician and hospital care for mother and baby, including prenatal care, delivery and postpartum care. In accordance with the Newborn and Mothers Healthcare Protection Act, you and your newly born child are covered for a minimum of 48 hours of inpatient care following a vaginal delivery (96 hours following a cesarean section). However, your provider may – after consulting with you – discharge you earlier than 48 hours after a vaginal delivery (96 hours following a cesarean section).

You do not need a referral from your PCP for visits to your participating obstetrician. A list of participating obstetricians can be found in your provider directory or on DocFind (see “Provider Information”).

Note: Your participating obstetrician is responsible for obtaining precertification from Aetna for all obstetrical care after your first visit. They must request approval (precertification) for any tests performed outside of their office and for visits to other specialists. Please verify that the necessary referral has been obtained before receiving such services.

If you are pregnant at the time you join the Plan, you receive coverage for authorized care from participating providers on and after your effective date. There is no waiting period. Coverage for services incurred prior to your effective date with the Plan are your responsibility or that of your previous plan.

Behavioral Health

Your mental health/substance abuse benefits will be provided by participating behavioral health providers. You do not need a referral from your PCP to obtain care from participating mental health and substance abuse providers. Instead, when you need mental health or substance abuse treatment, call the behavioral health telephone number shown on your ID card. A clinical care manager will assess your situation and refer you to participating providers, as needed.

Mental Disorders Benefits

You are covered for treatment of a mental disorder through participating behavioral health providers as follows:

• Outpatient benefits are covered for short-term, outpatient evaluative and crisis intervention or home health mental health services, and are subject to the maximums, if any, shown on the Schedule of Benefits.
• Inpatient benefits may be covered for medical, nursing, counseling or therapeutic services in an inpatient, hospital or non-hospital residential treatment facility, appropriately licensed by the Department of Health or its equivalent. Coverage, if applicable, is subject to the maximums, if any, shown on the Schedule of Benefits.

Substance Abuse Benefits

You are covered for the following services as authorized and provided by participating behavioral health providers:

• Outpatient care benefits are covered for detoxification. Benefits include diagnosis, medical treatment and medical referral services (including referral services for appropriate ancillary services) by your PCP for the abuse of or addiction to alcohol or drugs.
• You are entitled to outpatient visits to a participating behavioral health provider upon referral by your PCP for diagnostic, medical or therapeutic substance abuse rehabilitation services. Coverage is subject to the limits, if any, shown on the Schedule of Benefits.
• Inpatient care benefits are covered for detoxification. Benefits include medical treatment and referral services for substance abuse or addiction. The following services shall be covered under inpatient treatment: lodging and dietary services; physicians, psychologist, nurse, certified addictions counselor and trained staff services; diagnostic x-ray; psychiatric, psychological and medical laboratory testing; and drugs, medicines, equipment use and supplies.
• You are entitled to medical, nursing, counseling or therapeutic substance abuse rehabilitation services in an inpatient, hospital or non-hospital residential treatment facility, appropriately licensed by the Department of Health, upon referral by your participating behavioral health provider for alcohol or drug abuse or dependency. Coverage is subject to the limits, if any, shown on the Schedule of Benefits.
Applied Behavior Analysis

Covered expenses include charges made by a physician or behavioral health provider for Applied Behavior Analysis when ordered by a physician, licensed psychologist, or licensed clinical social worker, as part of a treatment plan.

Applied Behavior Analysis is an educational service that is the process of applying interventions:
- That systematically change behavior; and
- That are responsible for the observable improvement in behavior.

Prescription Drugs

The Plan covers only prescription drugs administered while you are an inpatient in a covered health care facility. Please refer to your Benefits Overview Guide describing the outpatient prescription drug coverage available through Caremark.
Exclusions and Limitations

Exclusions

The Plan does not cover the following services and supplies:

- Acupuncture and acupuncture therapy, except when performed by a participating physician as a form of anesthesia in connection with covered surgery.
- Ambulance services, when used as routine transportation to receive inpatient or outpatient services.
- Any service in connection with, or required by, a procedure or benefit not covered by the Plan.
- Any services or supplies that are not medically necessary, as determined by Aetna.
- Biofeedback, except as specifically approved by The Plan.
- Breast augmentation and otoplasties, including treatment of gynecomastia.
- Canceled office visits or missed appointments.
- Care for conditions that, by state or local law, must be treated in a public facility, including mental illness commitments.
- Care furnished to provide a safe surrounding, including the charges for providing a surrounding free from exposure that can worsen the disease or injury.
- Cosmetic surgery or surgical procedures primarily for the purpose of changing the appearance of any part of the body to improve appearance or self-esteem. However, the Plan covers the following:
  - reconstructive surgery to correct the results of an injury.
  - surgery to treat congenital defects (such as cleft lip and cleft palate) to restore normal bodily function.
  - surgery to reconstruct a breast after a mastectomy that was done to treat a disease, or as a continuation of a staged reconstructive procedure.
- Court-ordered services and services required by court order as a condition of parole or probation, unless medically necessary and provided by participating providers upon referral from your PCP.
- Custodial care and rest cures.
- Dental care and treatment, except as specified under "Your Benefits". The Plan does not cover:
  - care, filling, removal or replacement of teeth,
  - dental services related to the gums,
  - apicoectomy (dental root resection),
  - orthodontics,
  - root canal treatment,
  - soft tissue impactions,
  - alveolectomy,
  - augmentation and vestibuloplasty treatment of periodontal disease,
  - prosthetic restoration of dental implants, and
  - dental implants.
- Drugs and medicines which by law need a physician’s prescription and for which no coverage is provided under the Prescription Drug Expense Coverage.
- Educational services, special education, remedial education or job training. The Plan does not cover evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental and learning disorders, behavioral training or cognitive rehabilitation. Services, treatment, and educational testing and training related to behavioral (conduct) problems, learning disabilities and developmental delays are not covered by the Plan, except as specified under “Your Benefits.”
- Expenses that are the legal responsibility of Medicare or a third party payor.
- Experimental and investigational services and procedures; ineffective surgical, medical, psychiatric, or dental treatments or procedures; research studies; or other experimental or investigational health care procedures or pharmacological regimes, as determined by Aetna, unless approved by Aetna in advance.
- False teeth.
• Hair analysis.
• Health services, including those related to pregnancy, that are provided before your coverage is effective or after your coverage has been terminated.
• Hearing aids, eyeglasses, or contact lenses or the fitting thereof, • Household equipment, including (but not limited to) the purchase or rental of exercise cycles, air purifiers, central or unit air conditioners, water purifiers, hypo-allergenic pillows, mattresses or waterbeds, is not covered. Improvements to your home or place of work, including (but not limited to) ramps, elevators, handrails, stair glides and swimming pools, are not covered.
• Hypnotherapy, except when approved in advance by Aetna.
• Immunizations related to travel or work.
• Implantable drugs
• Infertility services, except as described under “Your Benefits.” The Plan does not cover:

  - purchase of donor sperm and any charges for the storage of sperm.
  - purchase of donor eggs, and any charges associated with care of the donor required for donor egg retrievals or transfers or gestational carriers.
  - cryopreservation and storage of cryopreserved embryos.
  - all charges associated with a gestational carrier program (surrogate parenting) for the Plan participant or the gestational carrier.
  - drugs related to the treatment of non-covered benefits or related to the treatment of infertility that are not medically necessary.
  - injectable infertility drugs.
  - the costs for home ovulation prediction kits.
  - services for couples in which one of the partners has had a previous sterilization procedure, with or without reversal.
  - services for females with FSH levels greater than 19 mIU/ml on day 3 of the menstrual cycle.

• Oral and implantable contraceptive drugs and devices, except when prescribed to treat certain medical conditions.
• Orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision).
• Orthotics.
• Outpatient supplies, including (but not limited to) outpatient medical consumable or disposable supplies such as syringes, incontinence pads, elastic stockings and reagent strips,
• Personal comfort or convenience items, including services and supplies that are not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies, and other similar items and services.

• Private duty or special nursing care.
• Radial keratotomy, including related procedures designed to surgically correct refractive errors.
• Recreational, educational and sleep therapy, including any related diagnostic testing.
• Religious, marital and sex counseling, including related services and treatment.
• Reversal of voluntary sterilizations, including related follow-up care.
• Routine hand and foot care services, including routine reduction of nails, calluses and corns.
• Services not covered by the Plan, even when your PCP has issued a referral for those services.
• Services or supplies covered by any automobile insurance policy, up to the policy’s amount of coverage limitation.
• Services provided by your close relative (your spouse, child, brother, sister, or the parent of you or your spouse) for which, in the absence of coverage, no charge would be made.
• Services required by a third party, including (but not limited to) physical examinations, diagnostic services and immunizations in connection with:

  - obtaining or continuing employment,
  - obtaining or maintaining any license issued by a municipality, state or federal government,
  - securing insurance coverage,
  - travel, and
  - school admissions or attendance, including examinations required to participate in athletics, unless the service is considered to be part of an appropriate schedule of wellness services.

• Services and supplies that are not medically necessary.
• Services you are not legally obligated to pay for in the absence of this coverage.
• Special education, including lessons in sign language to instruct a Plan participant whose ability to speak has been lost or impaired to function without that ability.
• Special medical reports, including those not directly related to the medical treatment of a Plan participant (such as employment or insurance physicals) and reports prepared in connection with litigation.
• Specific injectable drugs, including:
  - experimental drugs or medications, or drugs or medications that have not been proven safe and effective for a specific disease or approved for a mode of treatment by the FDA and the National Institutes of Health, injectable drugs not considered medically necessary or used for cosmetic, performance, or enhancement purposes, or not specifically covered under this plan,
  - drugs related to treatments not covered by the Plan, and
  - drugs related to the treatment of infertility, contraception, and performance-enhancing steroids
  - Specific non-standard allergy services and supplies, including (but not limited to):
    - skin titration (rinkel method),
    - cytotoxicity testing (Bryan’s Test),
    - treatment of non-specific candida sensitivity, and
    - urine autoinjections.

• Speech therapy for treatment of delays in speech development, unless resulting from disease, injury, or congenital defects.
• Surgical operations, procedures or treatment of obesity, except when approved in advance by Aetna.
• Therapy or rehabilitation, including (but not limited to):
  - primal therapy.
  - chelation therapy.
  - rolfing.
  - psychodrama.
  - megavitamin therapy.
  - purging.
  - bioenergetic therapy.
  - vision perception training.
  - carbon dioxide therapy.

• Thermograms and thermography.
• Treatment in a federal, state or governmental facility, including care and treatment provided in a nonparticipating hospital owned or operated by any federal, state or other governmental entity, except to the extent required by applicable laws.
• Treatment, including therapy, supplies and counseling, for sexual dysfunctions or inadequacies that do not have a physiological or organic basis.
• Treatment of diseases, injuries or disabilities related to military service for which you are entitled to receive treatment at government facilities that are reasonably available to you.
• Treatment of injuries sustained while committing a felony.
• Treatment of mental retardation, defects and deficiencies. This exclusion does not apply to mental health services or medical treatment of the retarded individual as described under “Your Benefits."
• Treatment of occupational injuries and occupational diseases, including injuries that arise out of (or in the course of) any work for pay or profit, or in any way result from a disease or injury which does. If you are covered under a Workers' Compensation law or similar law, and submit proof that you are not covered for a particular disease or injury under such law, that disease or injury will be considered "non-occupational," regardless of cause.
• Treatment of temporomandibular joint (TMJ) syndrome, including (but not limited to):
  - treatment performed by placing a prosthesis directly on the teeth,
  - surgical and non-surgical medical and dental services, and
  - diagnostic or therapeutic services related to TMJ.

• Wilderness treatment programs (whether or not the program is part of a licensed residential treatment facility, or otherwise licensed institution), educational services, schooling or any such related or similar program, including therapeutic programs within a school setting.
Financial Sanctions Exclusion
If any benefit provided by this plan violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna companies cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx.

Limitations
In the event there are two or more alternative medical services that, in the sole judgment of Aetna, are equivalent in quality of care, the Plan reserves the right to cover only the least costly service, as determined by Aetna, provided that Aetna approves coverage for the service or treatment in advance.
In Case of Medical Emergency

Guidelines

If you need emergency care, you are covered 24 hours a day, 7 days a week, anywhere in the world. Aetna has adopted the following definition of an emergency medical condition from the Balanced Budget Act (BBA) of 1997:

An emergency medical condition is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson (including the parent of a minor child or the guardian of a disabled individual), who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

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

Some examples of emergencies are:

- Heart attack or suspected heart attack.
- Suspected overdose of medication.
- Poisoning.
- Severe shortness of breath.
- Severe burns.
- Uncontrolled or severe bleeding.
- High fever (especially in infants).
- Loss of consciousness.

Whether you are in or out of Aetna’s service area, we ask that you follow the guidelines below when you believe you may need emergency care.

1. Call your PCP first, if possible. Your PCP is required to provide urgent care and emergency coverage 24 hours a day, including weekends and holidays. However, if a delay would be detrimental to your health, seek the nearest emergency facility, or dial 911 or your local emergency response service.
2. After assessing and stabilizing your condition, the emergency facility should contact your PCP so they can assist the treating physician by supplying information about your medical history.
3. If you are admitted to an inpatient facility, notify your PCP as soon as reasonably possible. The emergency room copayment will be waived if you are admitted to the hospital.
4. All follow-up care must be coordinated by your PCP.
5. If you go to an emergency facility for treatment that Aetna determines is non-emergency in nature, you will be responsible for the bill. The Plan does not cover non-emergency use of the emergency room.

Follow-Up Care After Emergencies

All follow-up care should be coordinated by your PCP. You must have a referral from your PCP and approval from Aetna to receive follow-up care from a nonparticipating provider. Whether you were treated inside or outside your Aetna service area, you must obtain a referral before any follow-up care can be covered. Suture removal, cast removal, X-rays, and clinic and emergency room revisits are some examples of follow-up care.

Urgent Care

Treatment that you obtain outside of your service area for an urgent medical condition is covered if:

- The service is a covered benefit;
- You could not reasonably have anticipated the need for the care prior to leaving the network service area; and
- A delay in receiving care until you could return and obtain care from a participating network provider would have caused serious deterioration in your health.

Urgent care from participating providers within your service area is covered if your PCP is not reasonably available to provide services to you. You should first seek care through your PCP. Referrals to participating urgent care providers are not required, but the care must be urgent, non-preventive or non-routine.
Some examples of urgent medical conditions are:

- Severe vomiting.
- Earaches.
- Sore throat.
- Fever.

Follow-up care provided by your PCP is covered, subject to the office visit copayment. Other follow-up care by participating specialists is fully covered with a prior written or electronic referral from your PCP, subject to the specialist copay shown in the “Schedule of Benefits.”

What to Do Outside Your Aetna Service Area

Plan participants who are traveling outside the service area, or students who are away at school, are covered for emergency care and treatment of urgent medical conditions. Urgent care may be obtained from a private practice physician, a walk-in clinic, or an urgent care center. An urgent medical condition that occurs outside your Aetna service area can be treated in any of the above settings. You should call your PCP before receiving treatment from a non-participating urgent care provider.

If, after reviewing information submitted to Aetna by the provider(s) who supplied your care, the nature of the urgent or emergency problem does not clearly qualify for coverage, it may be necessary to provide additional information. Aetna will send you an Emergency Room Notification Report or a customer service professional (CSP) can take this information over the telephone.
Special Programs

Incentives
In order to encourage covered persons to access certain medical services when deemed appropriate by the covered person in consultation with his or her physician or other service provider, Aetna may, from time to time, offer to waive or reduce a member’s copayment, coinsurance, and/or a deductible otherwise required under the plan or offer coupons or other financial incentives. Aetna has the right to determine the amount and duration of any waiver, reduction, coupon, or financial incentive and to limit the covered persons to whom these arrangements are available.

Aetna Discount Program
Save on a variety of products and services with the Aetna Discount Program. The discounts can help you save money on what matters most to you - because it’s your health, your wellness and your life.

You can access these discounts at no additional cost to you. You can use them whenever you want, as many times as you want. There are no claim forms or referrals. And, your family members may be able to save, too.

At Home Products
Save on arm and wrist blood pressure monitors and much more for you and your family from Omron Healthcare Inc.

Books
Save on books, DVDs and other items purchased from the American Cancer Society Bookstore, the Mayo Clinic Bookstore and for yoga-related titles, Pranamaya.

Fitness
You and your family members can save on gym memberships¹ and name-brand home fitness and nutrition products that support your healthy lifestyle with services provided by GlobalFit®. The GlobalFit network has thousands of gyms in the United States, including national chains and independent local facilities.

¹Participation in GlobalFit is for new gym members only. If you belong to a gym now or belonged recently, call GlobalFit to see if a discount applies.

Hearing
You can take care of your hearing and save money on products and services from Hearing Care Solutions and Amplifon Hearing Health Care. Save on hearing exams and hearing aids; get free in-office services, and more.

LifeMart®
Get discounts on millions of products and services from thousands of merchants nationwide on the LifeMart shopping website. You can find discounts in categories such as travel, tickets, electronics, home, auto, grocery coupons, wellness, family care and much more.

Natural Products and Services¹
Save on specialty health care services and natural products through the ChooseHealthy®¹ program. Get a discount off the normal fee for acupuncture, massage therapy, chiropractic and nutrition services. Also save on the retail price of health and wellness products on the ChooseHealthy website.

You can also save on online provider consultations through the Vital Health Network (VHN). You have access to the VHN network of doctors who provide online consultations and alternative remedies for a variety of conditions.

¹The ChooseHealthy program is made available through American Specialty Health Administrators, Inc., a subsidiary of American Specialty Health Incorporated (ASH). ChooseHealthy is a federally registered trademark of ASH and used with permission herein.

How to learn more about and get your discounts
From Aetna Navigator®, your secure member website, select “Discounts” to read about each vendor’s offering and how you can take advantage of the discounts on these products and services. Then link over to the vendors’ websites to purchase products and services from them.
Vision
You can take care of your vision and save with EyeMed. Get discounts on eye exams, eyeglass frames and lenses, non-disposable contact lenses and solutions, LASIK eye surgery, sunglasses and more. The EyeMed network is a nationwide network of eye care providers at the following retail chains:

- Lenscrafters®
- Pearle Vision®
- Target Optical®
- Sears Optical® locations
- JCPenney Optical

In addition, there are thousands of independent eye care providers to choose from.

Weight Management
You can meet your weight loss goals, get healthier and save money with:

- CalorieKing® Program¹ and products
- Jenny Craig®² weight loss programs
- Nutrisystem®³ weight loss meal plans

¹ If you are already a CalorieKing member you will need to terminate your current CalorieKing Account and rejoin to receive the Aetna discounted membership price.

² Plus the cost of food. Plus the cost of shipping,(if applicable). Offer applies to initial enrollment fee only and is valid only at participating Centers and through Jenny Craig At Home. Each offer is a separate offer and can be used only once per Member. No cash value. Restrictions apply.

³ The Aetna discount offers do not apply to any program in which you are already enrolled. To receive the discounted rate, you must wait until your current program ends. If you are enrolled in Auto-Delivery, you must cancel it and then re-enroll to receive the discounted rate.

Aetna Health ConnectionsSM-- Disease Management Program

Aetna's ongoing commitment to improve care for all members includes the Aetna Health ConnectionsSM Disease Management program which will deliver comprehensive support services for the significant number of people who present with one or more chronic or recurring conditions, or are at high risk of developing additional chronic conditions. While traditional disease management programs focus on delivering education to at-risk members about a specific chronic condition, the Aetna Health ConnectionsSM Disease Management program is based on a holistic, rather than condition-focused, view of each member. Aetna's Disease Management program addresses more than 30 chronic conditions, which often present as co-morbidities, in a holistic fashion.

Aetna's Disease Management program fully integrates powerful, innovative technology with the educational and outreach benefits of a disease management program and has a precise method for identifying appropriate candidates for disease management through the combination of predictive modeling and actionability assessments. Specifically, the patented ActiveHealth Management CareEngine will monitor all members with disease management benefits 100% of the time attempting to identify gaps, errors, omissions or commissions. Regardless of their health status, Aetna's programs and web-based tools are designed to help members become more informed health consumers, more aware of their own health status, and more engaged in taking action to improve or maintain their health.
Member Health Education Programs

The key to a long, healthy life is developing good health habits and sticking with them. Through the use of educational materials, Aetna’s innovative Member Health Education Programs offer health education, preventive care and wellness programs to Plan participants. These programs provide materials that, in conjunction with care and advice from a physician, help promote a healthy lifestyle and good health.

To obtain information on Member Health Education Programs, call the toll-free number on your ID card or visit http://www.aetna.com/products/health_education.html.

Adolescent Immunization

Adolescents need to see their doctors regularly for physical exams and screenings and to update immunizations. To reinforce the importance of protecting their children’s health, parents of all 11- and 12-year-olds are sent a newsletter that includes examination and immunization schedule recommended for these age groups. This reminder is in the form of a newsletter provided by Merck & Co., Inc.

Preventive Reminders

Influenza, pneumococcal pneumonia and colorectal cancer are serious health threats. Each year, Aetna sends a preventive health care reminder to households with a member who is particularly vulnerable to one or more of these diseases – adults who are age 50 and older, children ages 6-23 months, and people over age 2 with a chronic condition such as asthma, congestive heart failure, or chronic renal failure.

The reminder stresses the importance of receiving vaccines to prevent influenza and pneumococcal pneumonia, as well as completing appropriate colorectal cancer screening.

Informed Health® Line

Informed Health® Line provides eligible Plan participants with telephone access to registered nurses experienced in providing information on a variety of health topics. The nurses encourage informed health care decision making and optimal patient/provider relationships through information and support. However, the nurses do not diagnose, prescribe or give medical advice.

Informed Health Line is available to eligible employees and their families virtually 24 hours per day, 365 days per year from anywhere in the nation.

Backed by the Healthwise® Knowledgebase™ (a computerized database of over 1900 of the most common health problems) and an array of other online and desk references, the nurses help you understand health issues, treatment options, review specific questions to ask your provider, provide research analyses of treatments and diagnostic procedures, and explain the risks and benefits of various options. The nurses encourage patient/provider interaction by coaching you to give a clear medical history and information to providers and to ask clarifying questions.

Numbers-to-Know™ -- Hypertension and Cholesterol Management

Aetna created Numbers To Know™ to promote blood pressure and cholesterol monitoring. The Numbers To Know mailer is sent to Plan participants who are targeted by selected diagnoses within specific age groups. The mailer includes helpful tips on blood pressure and cholesterol management; desirable goals for blood pressure and cholesterol; and a tri-fold wallet card to track blood pressure, total cholesterol, medication and dosage information.

Hypertension and high cholesterol are never "cured" but may be controlled with lifestyle changes and adherence to a treatment plan. You can help to stay "heart healthy" by monitoring your blood pressure and blood cholesterol numbers.

Numbers To Know can help encourage you to understand your illness, monitor your high blood pressure and high cholesterol and work with your physician to develop an appropriate treatment plan.
Transplant Expenses

Once it has been determined that you or one of your dependents may require an organ transplant, you, or your physician should call the Aetna precertification department to discuss coordination of your transplant care. Aetna will coordinate all transplant services. In addition, you must follow any precertification requirements found in the Certification for Admissions sections of this document. Organ means solid organ; stem cell; bone marrow; and tissue.

Benefits may vary if an Institute of Excellence (IOE) facility or non-IOE is used. In addition, some expenses listed below are payable only within the IOE network. The IOE facility must be specifically approved and designated by Aetna to perform the procedure you require. A transplant will be covered as preferred care only if performed in a facility that has been designated as an IOE facility for the type of transplant in question. Any treatment or service related to transplants that is provided by a facility that is not specified as an IOE network facility, even if the facility is considered as a preferred facility for other types of services, will be covered at the non-preferred level. Please read each section carefully.

Covered Transplant Expenses

Covered transplant expenses include the following:

Charges for activating the donor search process with national registries.

Compatibility testing of prospective organ donors who are immediate family members. For the purpose of this coverage, an "immediate" family member is defined as a first-degree biological relative. These are your: biological parent, sibling or child.

Inpatient and outpatient expenses directly related to a transplant.

Charges made by a physician or transplant team.

Charges made by a hospital, outpatient facility or physician for the medical and surgical expenses of a live donor, but only to the extent not covered by another plan or program.

Related supplies and services provided by the IOE facility during the transplant process. These services and supplies may include: physical, speech and occupational therapy; bio-medicals and immunosuppressants; home health care expenses and home infusion services.

Covered transplant expenses are typically incurred during the four phases of transplant care described below. Expenses incurred for one transplant during these four phases of care will be considered one Transplant Occurrence.

A Transplant Occurrence is considered to begin at the point of evaluation for a transplant and end either: (1) 180 days from the date of the transplant; or (2) upon the date you are discharged from the hospital or outpatient facility for the admission or visit(s) related to the transplant, whichever is later.

The four phases of one Transplant Occurrence and a summary of covered transplant expenses during each phase are:

1. Pre-transplant Evaluation/Screening: Includes all transplant-related professional and technical components required for assessment, evaluation and acceptance into a transplant facility’s transplant program.

2. Pre-transplant/Candidacy Screening: Includes HLA typing/compatibility testing of prospective organ donors who are immediate family members.

3. Transplant Event: Includes inpatient and outpatient services for all covered transplant-related health services and supplies provided to you and a donor during the one or more surgical procedures or medical therapies for a transplant; prescription drugs provided during your inpatient stay or outpatient visit(s), including bio-medical and immunosuppressant drugs; physical, speech or occupational therapy provided during your inpatient stay or outpatient visit(s); cadaveric and live donor organ procurement.

4. Follow-up Care: Includes all covered transplant expenses; home health care services; home infusion services; and transplant-related outpatient services rendered within 180 days from the date of the transplant event.

For the purposes of this section, the following will be considered to be one Transplant Occurrence:

Heart
Lung
Heart/ Lung
Simultaneous Pancreas Kidney (SPK)
Pancreas
Kidney
Liver
Intestine
Bone Marrow/Stem Cell transplant
Multiple organs replaced during one transplant surgery
Tandem transplants (Stem Cell)
Sequential transplants
Re-transplant of same organ type within 180 days of the first transplant
Any other single organ transplant, unless otherwise excluded under the Plan

The following will be considered to be more than one Transplant Occurrence:

Autologous Blood/Bone Marrow transplant followed by Allogenic Blood/Bone Marrow transplant (when not part of a tandem transplant)
Allogenic Blood/Bone Marrow transplant followed by an Autologous Blood/Bone Marrow transplant (when not part of a tandem transplant)
Re-transplant after 180 days of the first transplant
Pancreas transplant following a kidney transplant
A transplant necessitated by an additional organ failure during the original transplant surgery/process.
More than one transplant when not performed as part of a planned tandem or sequential transplant, (e.g. a liver transplant with subsequent heart transplant).

**Limitations**

The transplant coverage does not include charges for:

- Outpatient drugs including bio-medicals and immunosuppressants not expressly related to an outpatient Transplant Occurrence.
- Services and supplies furnished to a donor when recipient is not a covered person.
- Home infusion therapy after the Transplant Occurrence.
- Harvesting or storage of organs, without the expectation of immediate transplantation for an existing illness.
- Harvesting and/or storage of bone marrow, tissue or stem cells without the expectation of transplantation within 12 months for an existing illness.
- Cornea (Corneal Graft with Amniotic Membrane) or Cartilage (autologous chondrocyte or autologous osteochondral mosaicplasty) transplants, unless otherwise authorized by Aetna.

**Women’s Health Care**

Aetna is focused on the unique health care needs of women. They have designed a variety of benefits and programs to promote good health throughout each distinct life stage, and are committed to educating female Plan participants about the lifelong benefits of preventive health care.

**Support for Women With Breast Cancer**

Aetna’s Breast Health Education Center helps women make informed choices when they’ve been newly-diagnosed with breast cancer. A dedicated breast cancer nurse consultant provides the following services:

- Breast cancer information
- Second opinion options
- Information about community resources
- Benefit eligibility
- Help with accessing participating providers for:
  - Wigs
Lymphedema pumps

Call 1-888-322-8742 to reach Aetna’s Breast Health Education Center.

**Confidential Genetic Testing for Breast and Ovarian Cancers**

Aetna covers confidential genetic testing for Plan participants who have never had breast or ovarian cancer, but have a strong familial history of the disease. Screening test results are reported directly to the provider who ordered the test.

**Direct Access for OB/GYN Visits**

This program allows a female Plan participant to visit any participating gynecologist for one routine well-woman exam (including a Pap smear) per year, without a referral from her PCP. The Plan also covers additional visits for treatment of gynecological problems and follow-up care, without a PCP referral. Participating general gynecologists may also refer a woman directly for appropriate gynecological services without the patient having to go back to her participating PCP.

If your gynecologist is affiliated with an IDS or provider group, such as an independent practice association (IPA), you may be required to coordinate your care through that IDS or provider group.

**Infertility Case Management and Education**

Aetna's Infertility Case Management program is a comprehensive education and information resource for women experiencing infertility.

Depending on the plan selected, the program may guide eligible members to a select network of infertility providers for services. If services are covered under the member’s benefits plan, the Infertility Case Management unit will issue any necessary authorizations.

Aetna's Infertility Case Management unit is staffed by a dedicated team of registered nurses and infertility coordinators with expertise in all areas of infertility.

**Beginning Right Maternity Program™**

The Beginning Right™ maternity program provides you with maternity health care information, and guides you through pregnancy. This program provides:

- Educational materials on prenatal care, labor and delivery, postpartum depression and breastfeeding
- Specialized information for Dad or partner
- Web-based materials and access to program services through Women’s Health Online
- Care coordination by trained obstetrical nurses
- Access to Smoke-free Moms-to-be® smoking cessation program for pregnant women
- Preterm labor education
- Access to breastfeeding support services

Under the program, all care during your pregnancy is coordinated by your participating obstetrical care provider and program case managers, so there is no need to return to your PCP for referrals. However, your obstetrician will need to request a referral from Aetna for any tests performed outside of the office. To ensure that you are covered, please make sure your obstetrician has obtained this referral before the tests are performed.

Another important feature, *Pregnancy Risk Assessment*, identifies women who may need more specialized prenatal and/or postnatal care due to medical history or present health status. If risk is identified, the program assists you and your physician in coordinating any specialty care that may be medically necessary.
Eligibility

Who Is Eligible to Join the Plan

You are eligible to enroll in the Plan if you are a full-time employee of your employer and you work or reside in the Plan’s service area.

under the age of 26. Coverage will continue until end of the month in which the child attains the limiting age.

You may enroll your natural child, foster child, stepchild, legally adopted child, a child under court order, or a grandchild in your court-ordered custody.

You may also cover your “domestic partner” as a dependent, in accordance with the rules established by your employer.

No person may be covered as both an employee and a dependent under the Plan, and no person may be covered as a dependent of more than one employee.

If Your Child Is Adopted

Coverage for your legally adopted child is effective on the date the child is adopted or placed with you for adoption if you request coverage for the child in writing within 31 days of the placement.

If Your Child Does Not Reside With You

If your child does not live with you, but they live in another Aetna service area, they can choose a PCP in that service area. Your child’s coverage under the Plan will then be the same as yours.

A child covered by the Plan who does not reside in an Aetna service area can choose a PCP in your network and return to your network service area for care.

In the event of an emergency that occurs outside of your service area, out-of-area dependents should obtain necessary care as described under “In Case of Emergency,” then contact their PCP to coordinate follow-up care.

If Your Child Is Handicapped

[Unmarried children of any age who are handicapped may also be covered. Your child is handicapped if:

• He or she is not able to earn his or her own living because of a mental or physical disability which started prior to the date he or she reached the limiting age; and
• He or she depends chiefly on you for support and maintenance.

You must provide proof of your child’s handicap no later than 31 days after the child’s coverage would otherwise end.

Coverage for a handicapped child ends on the first to occur of the following:

• The child’s handicap ceases;
• You fail to provide proof that the handicap continues;
• The child fails to have a required examination by an Aetna participating PCP; or
• The child’s coverage as a dependent under the Plan ceases for any reason other than attainment of the maximum age for dependent coverage.

Qualified Medical Child Support Order (QMCSO)

A QMCSO is a court order requiring a parent to provide health care benefits to one or more children. Coverage under the Plan can be extended to a child who is covered by a QMCSO, if:

• The QMCSO is issued on or after the date your coverage becomes effective; and
• Your child meets the definition of an eligible dependent under the Plan; and
• You request coverage for the child in writing.
Coverage will be effective on the date of the court order.

**Enrollment**

**Adjunct Facility:**
Eligible adjunct faculty must enroll online through the Benefits Resource Center during Annual Enrollment, which is held each fall for coverage beginning January 1 the following year. If you do not enroll during Annual Enrollment, your coverage will be waived.

**Retirees:**
You must submit the NYU Retiree Benefits Election form to Peoplelink within 31 days of your retirement date.

**Change in Status**

You may change coverage any time during the year because of a change in your status. A change in status is:

- Your marriage, divorce, legal separation or annulment;
- The birth or adoption of a child;
- The death of your spouse or child;
- A change in the number of your dependents;
- A change in employment status for you, your spouse or your dependent; or
- The beginning or end of an unpaid leave of absence taken by you or your spouse.

Whenever you have a change in status, adjunct faculty must report the change by declaring a life event in the Benefits Resource Center within 31 days of the event. The completed change form must be given to your Human Resources representative within 31 days of the event. Pre-65 retirees must complete a NYU Retiree Benefits Election form and contact Peoplelink within 31 days of the event.

- Newborn children are automatically covered for 31 days after birth. To continue the coverage beyond 31 days, you must apply to add the child to your coverage by declaring a life event in the Benefits Resource Center within the 31-day period.

**Special Enrollment Period**

You and your eligible dependents may be enrolled during special enrollment periods. A special enrollment period may apply when you or your eligible dependent loses other health coverage or when you acquire a new eligible dependent through marriage, birth, adoption, or placement for adoption.

**Special Enrollment Period for Certain Individuals Who Lose Other Health Coverage:**

You or an eligible dependent may be enrolled during a special enrollment period, if requirements a, b, c, and d are met:

- you or your eligible dependent was covered under another group health plan or other health insurance coverage when initially eligible for coverage under the Plan;
- you or your eligible dependent previously declined coverage under the Plan;
- you or your eligible dependent loses coverage under the other group health plan or other health insurance coverage for one of the following reasons:
  - the other group health coverage is COBRA continuation coverage under another plan, and the COBRA continuation coverage under that other plan has since been exhausted; or
  - the other coverage is a group health plan or other health insurance coverage, and the other coverage has been terminated because you or your dependent lose eligibility for the coverage or employer contributions towards the other coverage have been terminated.

  Loss of eligibility includes the following:
  - a loss of coverage as a result of legal separation, divorce, or death;
  - termination of employment;
  - reduction in the number of hours of employment;
• any loss of eligibility after a period that is measured by reference to any of the foregoing;
• termination of Plan coverage due to you or your dependent moving outside of the Plan's service area; and also the
  termination of health coverage including Non-HMO, due to plan termination;
• plan ceases to offer coverage to a group of similarly situated individuals;
• cessation of a dependent's status as an eligible dependent;
• termination of benefit package;
• with respect to coverage under Medicaid or an S-CHIP Plan, you or your dependents no longer qualify for such
  coverage; and

d. you or your dependents become eligible for premium assistance, with respect to coverage under the group health plan,
  under Medicaid or an S-CHIP Plan.

Loss of eligibility does not include a loss due to failure of you or your dependent to pay premiums on a timely basis or due
to termination of coverage for cause as referenced in the Termination of Coverage section of this Plan Description.

You will need to enroll yourself or a dependent for coverage within:

• 31 days of the loss of coverage under the other group health plan or other health insurance coverage;
• 60 days of when coverage under Medicaid or an S-CHIP Plan ends; or
• 60 days of the date you or your dependents become eligible for Medicaid or S-CHIP premium assistance.

The **Effective Date of Coverage** will be the first day of the first calendar month following the date the completed request for
enrollment is received.

You or your eligible dependent enrolling during a special enrollment period will not be subject to late enrollment provisions,
if any described in this Summary Plan Description.

**Special Enrollment Period When a New Eligible Dependent is Acquired:**

When you acquire a new eligible dependent through marriage, birth, adoption or placement for adoption, the new eligible
dependent (as well as you and other eligible dependents, if not otherwise enrolled) may be enrolled during a special
enrollment period.

The special enrollment period is a period of 31 days, beginning on the date of the marriage, birth, adoption or placement for
adoption (as the case may be). If a completed request for enrollment is made during that period, the **Effective Date of
Coverage** will be:

• In the case of marriage, the first day of the first calendar month following the date the completed request for enrollment is
  received.
• In the case of a dependent's birth, adoption or placement for adoption, the date of such birth, adoption or placement of
  adoption.

You or your eligible dependents enrolling during a special enrollment period will not be subject to late enrollment
provisions, if any, described in this Summary Plan Description.
When Coverage Ends

Termination of Employee Coverage

Your coverage will end if:

• Your employment terminates;
• You are no longer eligible for coverage;
• You do not make the required contributions;
• You become covered under another health care plan offered by your employer; or
• The Plan is discontinued.

Termination of Dependent Coverage

Coverage for your dependents will end if:

• Your coverage ends for any of the reasons listed above;
• You die;
• Your dependent is no longer eligible for coverage;
• Your payment for dependent coverage is not made when due; or
• Dependent coverage is no longer available under the Plan.

Continuing Coverage for Dependent Students on Medical Leave of Absence

If your dependent child who is eligible for coverage and enrolled in this plan by reason of his or her status as a full-time student at a postsecondary educational institution ceases to be eligible due to:

• a medically necessary leave of absence from school; or
• a change in his or her status as a full-time student,

resulting from a serious illness or injury, such child's coverage under this plan may continue.

Coverage under this continuation provision will end when the first of the following occurs:

• The end of the 12 month period following the first day of your dependent child's leave of absence from school, or a change in his or her status as a full-time student;
• Your dependent child's coverage would otherwise end under the terms of this plan;
• Dependent coverage is discontinued under this plan; or
• You fail to make any required contribution toward the cost of this coverage.

To be eligible for this continuation, the dependent child must have been enrolled in this plan and attending school on a full-time basis immediately before the first day of the leave of absence.

To continue your dependent child's coverage under this provision you should notify your employer as soon as possible after your child's leave of absence begins or the change in his or her status as a full-time student. Aetna may require a written certification from the treating physician which states that the child is suffering from a serious illness or injury and that the resulting leave of absence (or change in full-time student status) is medically necessary.

Important Note

If at the end of this 12 month continuation period, your dependent child's leave of absence from school (or change in full-time student status) continues, such child may qualify for a further continuation of coverage. Please see the section, "If Your Child is Handicapped", for more information.
Termination for Cause

A Plan participant’s coverage may be terminated for cause. “For cause” is defined as:

• **Untenable relationship:** After reasonable efforts, Aetna and/or the Plan’s participating providers are unable to establish and maintain a satisfactory provider-patient relationship with you or a Plan participant of your family. You will be given 31 days advance written notice of the termination of coverage.

• **Failure to make copayments:** You or a member of your family fails to make any required copayment or any other payment that you are obligated to pay. You will be given 31 days advance written notice of the termination of coverage.

• **Refusal to provide COB information:** You or a member of your family refuses to cooperate and provide any facts necessary for Aetna to administer the Plan’s COB provision. You will be given 31 days advance written notice of the termination of coverage.

• **Furnishing incorrect or incomplete information:** You or a member of your family willfully furnishes incorrect or incomplete information in a statement made for the purpose of enrolling in, or obtaining benefits from, the Plan. Termination will be effective immediately.

• **Fraud against the Plan:** This may include, but is not limited to, allowing a person who is not a participant of the Plan to use your Aetna ID card. Termination will be effective immediately.

• **Misconduct:** You or a covered member of your family abuses the system, including (but not limited to) theft, damage to the property of a participating provider, or forgery of drug prescriptions. Termination will be effective immediately.

No benefits will be provided to you and your family members once coverage is terminated.

Any termination for cause is subject to review in accordance with the Plan’s grievance process. You may request that Aetna conduct a grievance hearing within 15 working days after receiving notice that coverage has been or will be terminated. Coverage will be continued until a final decision on the grievance is rendered, provided you continue to make required contributions. Termination may be retroactive to the original date of termination if the final decision is in favor of Aetna.

Family and Medical Leave

If your employer grants you an approved family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA), you may continue coverage for yourself and your eligible dependents during your approved leave. You must agree to make any required contributions.

The continued coverage will cease when:

• You fail to make any required contribution;
• Your approved leave is determined by your employer to be terminated; or
• The Plan is discontinued.

In addition, any coverage for a dependent will not be continued beyond the date it would otherwise terminate.

If you do not return to work at the end of the approved leave, your employer may recover from you the cost of maintaining your benefits coverage during the entire period of the leave, unless the failure to return to work was for reasons beyond your control.

If coverage under the Plan terminates because your approved FMLA leave is deemed terminated, you may, on the date of termination, be eligible to continue coverage under COBRA on the same terms as though your employment terminated on that date. If, however, your employment is terminated because of your gross misconduct, you will not be eligible for COBRA continued coverage.
COBRA Continuation of Coverage

You and your dependents have the right under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to continue medical coverage under certain circumstances (called “qualifying events”) when you would otherwise lose coverage. To do so, you must pay up to 102% of the full regular cost of coverage.

Continuation of Coverage Following Termination of Employment or Loss of Eligibility

You and your covered family members are eligible to continue coverage for up to 18 months if:

• You leave your employer for any reason other than gross misconduct; or
• You are no longer eligible because your working hours are reduced.

You may elect to continue coverage for yourself and your dependents, or your dependents may each elect to continue their own coverage.

If you or your dependent is disabled, as defined by the Social Security Administration, at the time of the qualifying event or becomes disabled within 60 days of the event, you may be entitled to an extra 11 months of coverage, for a total of 29 months. You must notify PeopleLink of the disability before the end of the original 18-month period to receive the extension, and you must pay up to 150% of the full cost of coverage for every month after the 18th month. Coverage may be continued for the disabled individual and for any family member for whom coverage is already being continued under COBRA, as well as for your newborn or newly adopted child who was added after the date COBRA continuation began. COBRA continuation of benefits will end on the first day of the month that begins more than 30 days after the final determination under Title II or XVI of the Social Security Act that the disabled individual is no longer disabled.

Continuation of Coverage Due to Other Qualifying Events

Your eligible dependents can continue coverage for up to 36 months if coverage would otherwise cease because:

• You die;
• You are divorced;
• You stop making contributions for a spouse from whom you are legally separated;
• You become entitled to Medicare; or
• A covered child is no longer eligible under the Plan.

If one of the above events occurs while you or a covered dependent have already continued coverage due to the termination of your employment or your loss of eligibility, your dependent may extend coverage beyond the original 18-month continuation period, but for no more than a total of 36 months from the date coverage would originally have ended.

Applying for COBRA Continuation

You must inform your employer of any status changes that would make your dependents eligible for COBRA coverage within 60 days of the later to occur of:

• The occurrence of the event; and
• The date coverage would terminate due to the event.

To ensure that there is no break in coverage, the election to continue coverage must be made within 60 days of:

• The date coverage would terminate due to the event; or
• The date your employer informs your dependents of their right to continue coverage;

whichever happens later.

If you do not make your election within 60 days, you will lose your COBRA continuation rights.
When COBRA Continuation Coverage Ends

Continuation coverage will end on the earliest date that:

- The COBRA continuation period expires.
- You or your family members do not make the required contributions.
- You or your family members become covered under another group health plan, unless that plan contains a provision that restricts the payment of benefits for a pre-existing condition. Once the pre-existing condition clause of the new plan ceases to apply, your COBRA coverage will cease.
- You or your family members become enrolled in Medicare. (Coverage could continue for those individuals not eligible for Medicare for up to 36 months from the original qualifying event, provided those family members otherwise remain eligible.)
- Your employer terminates this health plan.
Claims

Coordination of Benefits

If you have coverage under other group plans, the benefits from the other plans will be taken into account if you have a claim. This may mean a reduction in benefits under the Plan.

Benefits available through other group plans and/or no-fault automobile coverage will be coordinated with the Plan. “Other group plans” include any other plan of dental or medical coverage provided by:

- Group insurance or any other arrangement of group coverage for individuals, whether or not the plan is insured; and
- “No-fault” and traditional “fault” auto insurance, including medical payments coverage provided on other than a group basis, to the extent allowed by law.

To find out if benefits under the Plan will be reduced, Aetna must first determine which plan pays benefits first. The determination of which plan pays first is made as follows:

- The plan without a coordination of benefits (COB) provision determines its benefits before the plan that has such a provision.
- The plan that covers a person other than as a dependent determines its benefits before the plan that covers the person as a dependent. If the person is eligible for Medicare and is not actively working, the Medicare Secondary Payer rules will apply. Under the Medicare Secondary Payer rules, the order of benefits will be determined as follows:
  - The plan that covers the person as a dependent of a working spouse will pay first;
  - Medicare will pay second; and
  - The plan that covers the person as a retired employee will pay third.
- Except for children of divorced or separated parents, the plan of the parent whose birthday occurs earlier in the calendar year pays first. When both parents’ birthdays occur on the same day, the plan that has covered the parent the longest pays first. If the other plan doesn’t have the parent birthday rule, the other plan’s COB rule applies.
- When the parents of a dependent child are divorced or separated:
  - If there is a court decree which states that the parents will share joint custody of a dependent child, without stating that one of the parents is responsible for the health care expenses of the child, the parent birthday rule, immediately above, applies.
  - If a court decree gives financial responsibility for the child’s medical, dental or other health care expenses to one of the parents, the plan covering the child as that parent’s dependent determines its benefits before any other plan that covers the child as a dependent.
  - If there is no such court decree, the order of benefits will be determined as follows:
    - the plan of the natural parent with whom the child resides,
    - the plan of the stepparent with whom the child resides,
    - the plan of the natural parent with whom the child does not reside, or
    - the plan of the stepparent with whom the child does not reside.
- If an individual has coverage as an active employee or dependent of such employee, and also as a retired or laid-off employee, the plan that covers the individual as an active employee or dependent of such employee is primary.
- The benefits of a plan which covers a person under a right of continuation under federal or state laws will be determined after the benefits of any other plan which does not cover the person under a right of continuation.
- If the above rules do not establish an order of payment, the plan that has covered the person for the longest time will pay benefits first.

If it is determined that the other plan pays first, the benefits paid under this Plan will be reduced. Aetna will calculate this reduced amount as follows:

- The amount normally reimbursed for covered benefits under this Plan,
  Less
- Benefits payable from your other plan(s).

If your other plan(s) provides benefits in the form of services rather than cash payments, the cash value of the services will be used in the calculation.
Subrogation and Right of Recovery Provision

As used throughout this provision, the term "Responsible Party" means any party actually, possibly, or potentially responsible for making any payment to a Covered Person due to a Covered Person's injuries, illness or condition, including the liability insurer of such party, or any insurance carrier providing medical expense or liability coverage including, but not limited to, uninsured motorist coverage, underinsured motorist coverage, personal umbrella coverage, medical payments coverage, workers' compensation coverage, no-fault automobile insurance coverage, or any first party insurance coverage. For purposes of this provision, a "Covered Person" includes anyone on whose behalf the Plan pays or provides any benefit including, but not limited to, the minor child or dependent of any Plan member or person entitled to receive any benefits from the Plan.

Immediately upon paying or providing any benefit under this Plan, the Plan shall be subrogated to all rights of recovery a Covered Person has against any Responsible Party with respect to any payment made by the Responsible Party to a Covered Person due to a Covered Person's injuries, illness, to the full extent of benefits provided or to be provided by the Plan.

In addition, if a Covered Person receives any payment from any Responsible Party as a result of an injury or illness, the Plan has the right to recover from, and be reimbursed by, the Covered Person for all amounts this Plan has paid and will pay as a result of that injury or illness, up to and including the full amount the Covered Person receives from all Responsible Parties. By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the Plan, the Covered Person agrees that if he or she receives any payment from any Responsible Party as a result of an injury or illness, he or she will serve as a constructive trustee over the fund that constitutes such payment. Failure to hold such fund in trust will be deemed a breach of the Covered Person's fiduciary duty to the Plan.

Further, the Plan will automatically have a lien, to the extent of benefits advanced, upon any recovery whether by settlement, judgment, or otherwise, that a Covered Person receives from Responsible Party as a result of the Covered Person's illness, injuries, or condition.

By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the Plan, the Covered Person acknowledges that this Plan's recovery rights are a first priority claim against all Responsible Parties and are to be paid to the Plan before any other claim for the Covered Person's damages. This Plan shall be entitled to full reimbursement on a first-dollar basis from any Responsible Party's payments, even if such payment to the Plan will result in a recovery to the Covered Person which is insufficient to make the Covered Person whole or to compensate the Covered Person in part or in whole for the damages sustained. The Plan is not required to participate in or pay court costs or attorney fees to the attorney hired by the Covered Person to pursue the Covered Person's damage claim.

The terms of this entire subrogation and right of recovery provision shall apply and the Plan is entitled to full recovery regardless of whether any liability for payment is admitted by any Responsible Party and regardless of whether the settlement or judgment received by the Covered Person identifies the medical benefits the Plan provided or purports to allocate any portion of such settlement or judgment to payment of expenses other than medical expenses. The Plan is entitled to recover from any and all settlements or judgments, even those designated as pain and suffering or non-economic damages only.

The Covered Person shall fully cooperate with the Plan's efforts to recover its benefits paid. It is the duty of the Covered Person to notify the Plan within 30 days of the date when any notice is given to any party, including an attorney, of the Covered Person's intention to pursue or investigate a claim to recover damages or obtain compensation due to injuries or illness sustained by the Covered Person. The Covered Person shall provide all information requested by the Plan, the Claims Administrator or its representative including, but not limited to, completing and submitting any applications or other forms or statements as the Plan may reasonably request. Failure to provide this information may result in the termination of health benefits for the Covered Person or the institution of court proceedings against the Covered Person.

The Covered Person shall do nothing to prejudice the Plan's subrogation or recovery interest or to prejudice the Plan's ability to enforce the terms of this Plan provision. This includes, but is not limited to, refraining from making any settlement or recovery that attempts to reduce or exclude the full cost of all benefits provided by the Plan.

In the event that any claim is made that any part of this recovery provision is ambiguous or questions arise concerning the meaning or intent of any of its terms, the Claims Administrator for the Plan shall have the sole authority and discretion to resolve all disputes regarding the interpretation of this provision.

By accepting benefits (whether the payment of such benefits is made to the Covered Person or made on behalf of the Covered Person to any provider) from the Plan, the Covered Person agrees that any court proceeding with respect to this provision
may be brought in any court of competent jurisdiction as the Plan may elect. By accepting such benefits, the Covered Person hereby submits to each such jurisdiction, waiving whatever rights may correspond to him or her by reason of his or her present or future domicile.

Claims, Appeals and External Review

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

If your claim is denied in whole or in part, you will receive a written notice of the denial from Aetna Life Insurance Company (Aetna). The notice will explain the reason for the denial and the appeal procedures available under the Plan.

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

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

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

Other Claims (Pre-Service and Post-Service)
If the Plan requires you to obtain advance approval of a non-urgent service, supply or procedure before a benefit will be payable, a request for advance approval is considered a pre-service claim. You will be notified of the decision not later than 15 days after receipt of the pre-service claim.

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

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

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

Ongoing Course of Treatment
If you have received pre-authorization for an ongoing course of treatment, you will be notified in advance if the previously authorized course of treatment is intended to be terminated or reduced so that you will have an opportunity to appeal any decision to Aetna and receive a decision on that appeal before the termination or reduction takes effect. If the course of treatment involves urgent care, and you request an extension of the course of treatment at least 24 hours before its expiration, you will be notified of the decision within 24 hours after receipt of the request.
Health Claims – Standard Appeals
As an individual enrolled in the Plan, you have the right to file an appeal from an Adverse Benefit Determination relating to service(s) you have received or could have received from your health care provider under the Plan.

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

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

A “Final Internal Adverse Benefit Determination” is defined as an Adverse Benefit Determination that has been upheld by the appropriate named fiduciary (Aetna) at the completion of the internal appeals process, or an Adverse Benefit Determination for which the internal appeals process has been exhausted.

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

There is an exception to the Deemed Exhaustion rule. Your claim or internal appeal may not go straight to External Review if:
- A rule violation was minor and is not likely to influence a decision or harm you; and
- It was for a good cause or was beyond Aetna’s or the Plan’s or its designee’s control; and
- It was part of an ongoing good faith exchange between you and Aetna or the Plan.

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

You may request a written explanation of the violation from the Plan or Aetna, and the Plan or Aetna must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and appeals process to be deemed exhausted. If an External Reviewer or a court rejects your request for immediate review on the basis that the plan met the standards for the exception, you have the right to resubmit and pursue the internal appeal of the claim. In such a case, a rule violation is not available if the rule violation is part of a pattern or practice of violations by Aetna or the Plan.

Full and Fair Review of Claim Determinations and Appeals
Aetna will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by Aetna (or at the direction of Aetna), or any new or additional rationale as soon as possible and sufficiently in advance of the date on which the notice of Final Internal Adverse Benefit Determination is provided, to give you a reasonable opportunity to respond prior to that date.

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

An Aetna representative may call you or your health care provider to obtain medical records and pertinent information in order to respond to your appeal.

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

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

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

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

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

**Health Claims – Voluntary Appeals**

**External Review**

“External Review” is a review of an eligible Adverse Benefit Determination or a Final Internal Adverse Benefit Determination by an Independent Review Organization/External Review Organization (ERO) or by the State Insurance Commissioner, if applicable.

A “Final External Review Decision” is a determination by an ERO at the conclusion of an External Review.

You must complete all of the levels of standard appeal described above before you can request External Review, other than in a case of Deemed Exhaustion. Subject to verification procedures that the Plan may establish, your Authorized Representative may act on your behalf in filing and pursuing this voluntary appeal.

You may file a voluntary appeal for External Review of any Adverse Benefit Determination or any Final Internal Adverse Benefit Determination that qualifies as set forth below.

The notice of Adverse Benefit Determination or Final Internal Adverse Benefit Determination that you receive from Aetna will describe the process to follow if you wish to pursue an External Review, and will include a copy of the *Request for External Review Form*.

You must submit the *Request for External Review Form* to Aetna within 123 calendar days of the date you received the Adverse Benefit Determination or Final Internal Adverse Benefit Determination notice. If the last filing date would fall on a Saturday, Sunday or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday or Federal holiday. You also must include a copy of the notice and all other pertinent information that supports your request.

If you file a voluntary appeal, any applicable statute of limitations will be tolled while the appeal is pending. The filing of a claim will have no effect on your rights to any other benefits under the Plan. However, the appeal is voluntary and you are not required to undertake it before pursuing legal action.

If you choose not to file for voluntary review, the Plan will not assert that you have failed to exhaust your administrative remedies because of that choice.
Request for External Review
The External Review process under this Plan gives you the opportunity to receive review of an Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) conducted pursuant to applicable law. Your request will be eligible for External Review if the claim decision involves medical judgment and the following are satisfied:

- Aetna, or the Plan or its designee, does not strictly adhere to all claim determination and appeal requirements under federal law (except for minor violations); or
- the standard levels of appeal have been exhausted; or
- the appeal relates to a rescission, defined as a cancellation or discontinuance of coverage which has retroactive effect.

An Adverse Benefit Determination based upon your eligibility is not eligible for External Review.

If upon the final standard level of appeal, the coverage denial is upheld and it is determined that you are eligible for External Review, you will be informed in writing of the steps necessary to request an External Review.

An independent review organization refers the case for review by a neutral, independent clinical reviewer with appropriate expertise in the area in question. The decision of the independent external expert reviewer is binding on you, Aetna and the Plan unless otherwise allowed by law.

Preliminary Review
Within 5 business days following the date of receipt of the request, Aetna must provide a preliminary review determining:

- you were covered under the Plan at the time the service was requested or provided, the determination does not relate to eligibility, you have exhausted the internal appeals process (unless Deemed Exhaustion applies), and you have provided all paperwork necessary to complete the External Review and you are eligible for external review.

Within one business day after completion of the preliminary review, Aetna must issue to you a notification in writing. If the request is complete but not eligible for External Review, such notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, such notification will describe the information or materials needed to make the request complete and Aetna must allow you to perfect the request for External Review within the 123 calendar days filing period or within the 48 hour period following the receipt of the notification, whichever is later.

Referral to ERO
Aetna will assign an ERO accredited as required under federal law, to conduct the External Review. The assigned ERO will timely notify you in writing of the request’s eligibility and acceptance for External Review, and will provide an opportunity for you to submit in writing within 10 business days following the date of receipt, additional information that the ERO must consider when conducting the External Review. Within one (1) business day after making the decision, the ERO must notify you, Aetna and the Plan.

The ERO will review all of the information and documents timely received. In reaching a decision, the assigned ERO will review the claim and not be bound by any decisions or conclusions reached during the Plan’s internal claims and appeals process. In addition to the documents and information provided, the assigned ERO, to the extent the information or documents are available and the ERO considers them appropriate, will consider the following in reaching a decision:

(i) Your medical records;
(ii) The attending health care professional's recommendation;
(iii) Reports from appropriate health care professionals and other documents submitted by the Plan or issuer, you, or your treating provider;
(iv) The terms of your Plan to ensure that the ERO's decision is not contrary to the terms of the Plan, unless the terms are inconsistent with applicable law;
(v) Appropriate practice guidelines, which must include applicable evidence-based standards and may include any other practice guidelines developed by the Federal government, national or professional medical societies, boards, and associations;
(vi) Any applicable clinical review criteria developed and used by Aetna, unless the criteria are inconsistent with the terms of the Plan or with applicable law; and
(vii) The opinion of the ERO's clinical reviewer or reviewers after considering the information described in this notice to the extent the information or documents are available and the clinical reviewer or reviewers consider appropriate.

The assigned ERO must provide written notice of the Final External Review Decision within 45 days after the ERO receives the request for the External Review. The ERO must deliver the notice of Final External Review Decision to you, Aetna and the Plan.
After a Final External Review Decision, the ERO must maintain records of all claims and notices associated with the External Review process for six years. An ERO must make such records available for examination by the claimant, Plan, or State or Federal oversight agency upon request, except where such disclosure would violate State or Federal privacy laws.

Upon receipt of a notice of a Final External Review Decision reversing the Adverse Benefit Determination or Final Internal Adverse Benefit Determination, the Plan immediately must provide coverage or payment (including immediately authorizing or immediately paying benefits) for the claim.

**Expedited External Review**

The Plan must allow you to request an expedited External Review at the time you receive:

(a) An Adverse Benefit Determination if the Adverse Benefit Determination involves a medical condition for which the timeframe for completion of an expedited internal appeal would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function and you have filed a request for an expedited internal appeal; or

(b) A Final Internal Adverse Benefit Determination, if you have a medical condition where the timeframe for completion of a standard External Review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function, or if the Final Internal Adverse Benefit Determination concerns an admission, availability of care, continued stay, or health care item or service for which you received emergency services, but have not been discharged from a facility.

Immediately upon receipt of the request for expedited External Review, Aetna will determine whether the request meets the reviewability requirements set forth above for standard External Review. Aetna must immediately send you a notice of its eligibility determination.

**Referral of Expedited Review to ERO**

Upon a determination that a request is eligible for External Review following preliminary review, Aetna will assign an ERO. The ERO shall render a decision as expeditiously as your medical condition or circumstances require, but in no event more than 72 hours after the ERO receives the request for an expedited External Review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned ERO must provide written confirmation of the decision to you, Aetna and the Plan.

Sutter Health and Affiliates, the dominant health system in much of northern California, uses its bargaining power to insist on unique requirements to participate in the Aetna network. Aetna’s contract with Sutter requires payment of claims that would otherwise be denied, such as those not medically necessary or experimental or investigational (but does not require payment for services the Plan expressly excludes from coverage, such as for cosmetic surgery). Aetna will charge the Plan for these claims in order to be able to continue providing Plan Participants with access to Sutter’s services on an in-network basis.
Member Services

Member Services Department

Customer service professionals (CSPs) are trained to answer your questions and to assist you in using the Plan properly and efficiently.

Call the Member Services toll-free number on your ID card to:

- Ask questions about benefits and coverage;
- Notify Aetna of changes in your name or telephone number;
- Change your PCP; or
- Notify Aetna about an emergency.

Please call your PCP’s office directly with questions about appointments, hours of service or medical matters.

Internet Access

You can access Aetna on the internet at http://www.aetna.com/members/member_services.html to conduct business with the Member Services department electronically.

When you visit the Member Services site, you can:

- Find answers to common questions;
- Change your PCP;
- Order a new ID card; or
- Contact the Member Services department with questions.

Please be sure to include your ID number, Social Security number and e-mail address.

InteliHealth®

InteliHealth is Aetna’s online health information affiliate. It was established in 1996 and is one of the most complete consumer health information networks ever assembled. Through this unique program, Plan participants have access, via the Internet, to the wisdom and experience of some of the world’s top medical professionals in the field today. Access InteliHealth through the Aetna Internet website home page or directly via www.intelihealth.com.

Clinical Policy Bulletins

Aetna uses Clinical Policy Bulletins (CPBs) as a guide when making clinical determinations about health care coverage. CPBs are written on selected clinical issues, especially addressing new technologies, new treatment approaches, and procedures. The CPBs are posted on Aetna’s website at www.aetna.com.

Aetna Navigator™

In one easy-to-use website, you can perform a variety of self-service functions and take advantage of a vast amount of health information from InteliHealth®. Access Aetna Navigator™ through the Aetna website home page or directly via www.aetnanavigator.com.

With Aetna Navigator, you can:

- Print instant eligibility information
- Request a replacement ID card
- Select a physician who participates in the Aetna network
- Check the status of a claim
- Link to a voluntary Health Risk Assessment tool
- Use the hospital comparison tool to compare hospital outcome information for medical care provided by hospitals in your area
- Estimate the cost of common health care services
- Receive personalized health and benefits messages

Contact Aetna Member Services
Rights and Responsibilities

Your Rights and Responsibilities

As a Plan participant, you have a right to:

• Get up-to-date information about the doctors and hospitals participating in the Plan.
• Obtain primary and preventive care from the PCP you chose from the Plan’s network.
• Change your PCP to another available PCP who participates in the Aetna network.
• Obtain covered care from participating specialists, hospitals and other providers.
• Be referred to participating specialists who are experienced in treating your chronic illness.
• Be told by your doctors how to make appointments and get health care during and after office hours.
• Be told how to get in touch with your PCP or a back-up doctor 24 hours a day, every day.
• Call 911 (or any available area emergency response service) or go to the nearest emergency facility in a situation that might be life-threatening.
• Be treated with respect for your privacy and dignity.
• Have your medical records kept private, except when required by law or contract, or with your approval.
• Help your doctor make decisions about your health care.
• Discuss with your doctor your condition and all care alternatives, including potential risks and benefits, even if a care option is not covered.
• Know that your doctor cannot be penalized for filing a complaint or appeal.
• Know how the Plan decides what services are covered.
• Know how your doctors are compensated for the services they provide. If you would like more information about Aetna’s physician compensation arrangements, visit their website at www.aetna.com. Select DocFind from the drop-down menu under Quick Tools, then under “How do I learn more about:” select the type of plan you’re enrolled in.
• Get up-to-date information about the services covered by the Plan — for instance, what is and is not covered, and any applicable limitations or exclusions.
• Get information about copayments and fees you must pay.
• Be told how to file a complaint, grievance or appeal with the Plan.
• Receive a prompt reply when you ask the Plan questions or request information.
• Obtain your doctor’s help in decisions about the need for services and in the grievance process.
• Suggest changes in the Plan’s policies and services.

As a Plan participant, you have the responsibility to:

• Choose a PCP from the Plan’s network and form an ongoing patient-doctor relationship.
• Help your doctor make decisions about your health care.
• Tell your PCP if you do not understand the treatment you receive and ask if you do not understand how to care for your illness.
• Follow the directions and advice you and your doctors have agreed upon.
• Tell your doctor promptly when you have unexpected problems or symptoms.
• Consult with your PCP for non-emergency referrals to specialist or hospital care.
• See the specialists your PCP refers you to.
• Make sure you have the appropriate authorization for certain services, including inpatient hospitalization and out-of-network treatment.
• Call your PCP before getting care at an emergency facility, unless a delay would be detrimental to your health.
• Understand that participating doctors and other health care providers who care for you are not employees of Aetna and that Aetna does not control them.
• Show your ID card to providers before getting care from them.
• Pay the copayments coinsurance and deductibles required by the Plan.
• Call Member Services if you do not understand how to use your benefits.
• Promptly follow the Plan’s grievance procedures if you believe you need to submit a grievance.
• Give correct and complete information to doctors and other health care providers who care for you.
• Treat doctors and all providers, their staff, and the staff of the Plan with respect.
• Advise Aetna about other medical coverage you or your family members may have.
• Not be involved in dishonest activity directed to the Plan or any provider.
• Read and understand your Plan and benefits. Know the copayments and what services are covered and what services are not covered.
**Patient Self-Determination Act (Advance Directives)**

There may be occasions when you are not able to make decisions about your medical care. An Advance Directive can help you and your family members in such a situation.

**What Is an Advance Directive?**

An Advance Directive is generally a written statement that you complete in advance of serious illness that outlines how you want medical decisions made.

If you can’t make treatment decisions, your physician will ask your closest available relative or friend to help you decide what is best for you. But there are times when everyone doesn’t agree about what to do. That’s why it is helpful if you specify in advance what you want to happen if you can’t speak for yourself. There are several kinds of Advance Directives that you can use to say what you want and whom you want to speak for you. The two most common forms of an Advance Directive are:

- A Living Will; and
- A Durable Power of Attorney for Health Care.

**What Is a Living Will?**

A Living Will states the kind of medical care you want, or do not want, if you become unable to make your own decisions. It is called a Living Will because it takes effect while you are still living.

The Living Will is a document that is limited to the withholding or withdrawal of life-sustaining procedures and/or treatment in the event of a terminal condition. If you write a living will, give a copy to your PCP.

**What Is a Durable Power of Attorney for Health Care?**

A Durable Power of Attorney for Health Care is a document giving authority to make medical decisions regarding your health care to a person that you choose. The Durable Power of Attorney is planned to take effect when you can no longer make your own medical decisions.

A Durable Power of Attorney can be specific to a particular treatment or medical condition, or it can be very broad. If you write a Durable Power of Attorney for Health Care, give a copy to your PCP.

**Who Decides About My Treatment?**

Your physicians will give you information and advice about treatment. You have the right to choose. You can say “Yes” to treatments you want. You can say “No” to any treatment you don’t want — even if the treatment might keep you alive longer.

**How Do I Know What I Want?**

Your physician must tell you about your medical condition and about what different treatments can do for you. Many treatments have side effects, and your doctor must offer you information about serious problems that medical treatment is likely to cause you. Often, more than one treatment might help you — and people have different ideas about which is best. Your physician can tell you which treatments are available to you, but they can’t choose for you. That choice depends on what is important to you.

**How Does the Person Named in My Advance Directive Know What I Would Want?**

Make sure that the person you name knows that you have an Advance Directive and knows where it is located. You might consider the following:

- If you have a Durable Power of Attorney, give a copy of the original to your “agent” or “proxy.” Your agent or proxy is the person you choose to make your medical decisions when you are no longer able.
- Ask your PCP to make your Advance Directive part of your permanent medical record.
- Keep a second copy of your Advance Directive in a safe place where it can be found easily, if it is needed.
- Keep a small card in your purse or wallet that states that you have an Advance Directive and where it is located, and who your agent or proxy is, if you have named one.
Who Can Fill Out the Living Will or Advance Directive Form?

If you are 18 years or older and of sound mind, you can fill out this form. You do not need a lawyer to fill it out.

Whom Can I Name to Make Medical Treatment Decisions When I’m Unable to Do So?

You can choose an adult relative or friend you trust to be your agent or proxy, and to speak for you when you’re too sick to make your own decisions.

There are a variety of living will forms available, or you can write your wishes on a piece of paper. If necessary, your doctor and family can use what you write to help make decisions about your treatment.

Do I Have to Execute an Advance Directive?

No. It is entirely up to you.

Will I Be Treated If I Don’t Execute an Advance Directive?

Absolutely. We just want you to know that if you become too ill to make decisions, someone else will have to make them for you. With an Advance Directive, you can instruct others about your wishes before becoming unable to do so.

Can I Change My Mind After Writing an Advance Directive?

Yes. You may change your mind or cancel these documents at any time as long as you are competent and can communicate your wishes to your physician, your family and others who may need to know.

What Is the Plan’s Policy Regarding Advance Directives?

We share your interest in preventive care and maintaining good health. Eventually, however, every family may face the possibility of serious illness in which important decisions must be made. We believe it is never too early to think about decisions that may be very important in the future and urge you to discuss these topics with your PCP, family, friends, and other trusted, interested people.

You are not required to execute an Advance Directive. If you choose to complete an Advance Directive, it is your responsibility to provide a copy to your physician and to take a copy with you when you check into a hospital or other health facility so that it can be kept with your medical records.

How Can I Get More Information About Advance Directives?

Call the Member Services toll-free number on your ID card.
**Federal Notices**

This section describes laws and plan provisions that apply to reproductive and women’s health issues.

**The Newborns’ and Mothers’ Health Protection Act**

Federal law generally prohibits restricting benefits for hospital lengths of stay to less than 48 hours following a vaginal delivery and less than 96 hours following a caesarean section. However, the plan may pay for a shorter stay if the attending provider (physician, nurse midwife or physician assistant) discharges the mother or newborn earlier, after consulting with the mother.

Also, federal law states that plan benefits may not, for the purpose of benefits or out-of-pocket costs, treat the later portion of a hospital stay in a manner less favorable to the mother or newborn than any earlier portion of the stay.

Finally, federal law states that a plan may not require a physician or other health care provider to obtain authorization of a length of stay up to 48 hours or 96 hours, as described above. However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification.

**The Women’s Health and Cancer Rights Act**

In accordance with the Women’s Health and Cancer Rights Act, this Plan covers the following procedures for a person receiving benefits for an appropriate mastectomy:

- Reconstruction of the breast on which a mastectomy has been performed;
- Surgery and reconstruction of the other breast to create a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be subject to the same annual deductibles and coinsurance provisions that apply to the mastectomy.

For answers to questions about the plan’s coverage of mastectomies and reconstructive surgery, call Aetna’s Member Services at the number shown on your ID card.
IMPORTANT HEALTH CARE REFORM INFORMATION

Some language changes in response to recent changes to preventive services coverage and women’s preventive health coverage under the Federal Affordable Care Act (ACA) may not be included in the enclosed booklet. This may be because the language is still pending regulatory review and approval. However, please note that Aetna is administering medical and outpatient prescription drug coverage in compliance with the applicable components of the ACA.

The following is a summary of the recent changes to preventive services coverage and women’s preventive health coverage under the ACA that applies to non-grandfathered plans that are not otherwise exempt from the requirements. Preventive services, as required by ACA, will be paid without cost-sharing such as payment percentages, copays and deductibles.

For details on any benefit maximums and the cost sharing under your plan, call your Aetna contact number on the back of your ID card.

1. An annual routine physical exam for covered persons through age 21.

2. For covered females:
   - Screening and counseling services as provided for in the comprehensive guidelines recommended by the Health Resources and Services Administration. These services may include but are not limited to:
   - Screening and counseling services, such as:
   - Interpersonal and domestic violence;
   - Sexually transmitted diseases; and
   - Human Immune Deficiency Virus (HIV) infections.
   - Screening for gestational diabetes.
   - High risk Human Papillomavirus (HPV) DNA testing for women age 30 and older and limited to once-three years.
   - A routine well woman preventive exam office visit, including Pap smears, in accordance with the recommendations by the Health Resources and Services Administration.

3. Screening and counseling services to aid in weight reduction due to obesity. Coverage includes:
   - Preventive counseling visits and/or risk factor reduction intervention;
   - Medical nutrition therapy;
   - Nutritional counseling; and
   - Healthy diet counseling visits provided in connection with Hyperlipidemia (high cholesterol) and other known risk factors for cardiovascular and diet-related chronic disease.

Benefits under your plan may be subject to visit maximums.

4. Screening and counseling services to aid in the prevention or reduction of the use of an alcohol agent or controlled substance. Coverage includes preventive counseling visits, risk factor reduction intervention and a structured assessment.

Benefits under your plan may be subject to visit maximums.

5. Screening and counseling services to aid you to stop the use of tobacco products. Coverage includes:
   - Preventive counseling visits;
   - Treatment visits; and
   - Class visits.

Benefits under your plan may be subject to visit maximums.

6. Prenatal care received by a pregnant female. Coverage is limited to pregnancy-related physician office visits including the initial and subsequent history and physical exams of the pregnant woman (maternal weight, blood pressure and fetal heart rate check).

7. Comprehensive lactation support, (assistance and training in breast feeding), and counseling services provided by a certified lactation support provider, in a group or individual setting, to females during pregnancy and in the postpartum period.

The rental or purchase of breast feeding durable medical equipment for the purpose of lactation support (pumping and storage of breast milk), and the purchase of the accessories and supplies needed to operate the item. Aetna reserves the right to limit
the payment of charges up to the most cost efficient and least restrictive level of service or item which can be safely and effectively provided. The decision to rent or purchase is at the discretion of Aetna.

Benefits under your plan may be subject to maximums.

8. For females with reproductive capacity, coverage includes:

- FDA-approved contraceptive methods including certain FDA-approved generic drugs, implantable devices, sterilization procedures and patient education and counseling for women with reproductive capacity.
- Counseling services provided by a physician in either a group or individual setting on contraceptive methods. Benefits may be subject to visit maximums.
- Female voluntary sterilization procedures and related services and supplies including tubal ligation and sterilization implants. Coverage does not include charges for a voluntary sterilization procedure to the extent that the procedure was not billed separately by the provider or because it was not the primary purpose of a confinement.
- FDA-approved female generic emergency contraceptive methods that are prescribed by your physician. The prescription must be submitted to the pharmacist for processing.

Additional exemptions may apply to plans that are sponsored by religious employers or religious organizations and meet certain criteria which exempt the health plan from the federal requirement to provide coverage for contraceptive services.

The drug list is subject to change. Visit “Medication Search” on your secure member website at www.aetna.com for the most up-to-date information on drug coverage for your plan.

**CHOICE OF PROVIDER**

If your Aetna plan generally requires or 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. If the plan or health coverage designates a primary care provider automatically, then until you make this designation, Aetna designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact your Employer or, if you are a current member, your Aetna contact number on the back of your ID card.

If your Aetna plan allows for the designation of a primary care provider for a child, you may designate a pediatrician as the primary care provider.

If your Aetna plan provides coverage for obstetric or gynecological care and requires the designation of a primary care provider then you do not need prior authorization from Aetna or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact your Employer or, if you are a current member, your Aetna contact number on the back of your ID card.
Plan Information

Your ERISA Rights

The Employee Retirement Income Security Act of 1974, known as ERISA, guarantees your rights as a Plan participant. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and the latest annual report (Form 5500 Series), and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

Continue Group Health Plan Coverage

- Continue health care coverage for yourself, spouse and/or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You and your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.
- Reduction or elimination of exclusionary periods of coverage for pre-existing conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months after your enrollment date in your coverage under this Plan.

Prudent Action by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.
If it should happen that Plan fiduciaries misuse the Plan’s money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance With Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance with obtaining documents from the Plan Administrator, you should contact:

- The nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- Division of Technical Assistance and Inquiries
  Employee Benefits Security Administration
  U.S. Department of Labor
  200 Constitution Avenue, N.W.
  Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.
General Information About the Plan

| Employer/Plan Sponsor          | New York University  
|                               | 105 East 17th Street 1st floor  
|                               | New York, NY 10003  
|                               | (212) 998-1293  |
| Employer Identification Number | 13-5562308  |
| Plan Name                      | New York University Welfare Plan  |
| Plan Number                    | 501  |
| Plan Type                      | Welfare: Medical  |
| Plan Year                      | The Plan Year runs from January 01 to December 31.  |
| Plan Administrator             | New York University  
|                               | 105 East 17th Street 1st floor  
|                               | New York, NY 10003  
|                               | (212) 998-1293  |
| Type of Administration         | The Plan is administered under a contract with Aetna Life Insurance Company.  |
| Source of Contributions to the Plan | Employer and Employee  |
| Agent for Service of Legal Process | New York University  
|                               | 105 East 17th Street 1st floor  
|                               | New York, NY 10003  |

Amendment or Termination of the Plan

Your employer has the right to amend or terminate the Plan, in whole or in part, at any time. If a change is made, you will be notified.

The establishment of an employee benefit plan does not imply that employment is guaranteed for any period of time or that any employee receives any nonforfeitable right to continued participation in any benefits plan.

Plan Documents

This plan description covers the major features of the HMO Plan administered by Aetna Life Insurance Company, effective January 01, 2017. The plan description has been designed to provide a clear and understandable summary of the Plan, and serves as the Summary Plan Description (SPD) required for plans subject to ERISA.
Glossary

Advanced Reproductive Technology ("ART") - means:

a. in vitro fertilization (IVF);
b. gamete intra-fallopian transfer (GIFT);
c. zygote intra-fallopian transfer (ZIFT);
d. cryopreserved embryo transfers; or
e. intra-cytoplasmic sperm injection (ICSI) or ovum microsurgery.

Annual out-of-pocket maximum - means the maximum amount a Plan participant must pay toward covered expenses in a calendar year. Once you reach your annual out-of-pocket maximum, the Plan pays 100% of covered expenses for the remainder of the calendar year. Copays (except prescription drug copays), coinsurance and deductible expenses apply toward the annual out-of-pocket maximum.

Certain expenses do not apply toward the annual out-of-pocket maximum:

• Charges for services that are not covered by the Plan.
• Copayments for prescription drugs.

Applied Behavioral Analysis - The design, implementation and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior or to prevent loss of attained skill or function, including the use of direct observation, measurement and functional analysis of the relations between environment and behavior.

Behavioral Health Provider - means a licensed organization or professional providing diagnostic, therapeutic or psychological services for behavioral health conditions.

Body Mass Index - means a practical marker that is used to assess the degree of obesity and is calculated by dividing the weight in kilograms by the height in meters squared.

Brand Name Drug - means a prescription drug that is protected by trademark registration.

Coinsurance - means the sharing of certain covered expenses by the Plan and the Plan participant. For example, if the Plan covers an expense at 90% (the Plan’s coinsurance), your coinsurance share is 10%.

Copayment (copay) - means the fee that must be paid by a Plan participant to a participating provider at the time of service for certain covered expenses and benefits, as described in the “Schedule of Benefits.”

Cosmetic surgery - means any surgery or procedure that is not medically necessary and whose primary purpose is to improve or change the appearance of any portion of the body to improve self-esteem, but which does not:

• Restore bodily function;
• Correct a diseased state, physical appearance or disfigurement caused by an accident or birth defect; or
• Correct or naturally improve a physiological function.

Covered services and supplies (covered expenses) - means the types of medically necessary services and supplies described in “Your Benefits.”

Creditable Coverage. - Coverage of the Plan participant under a group health plan (including a governmental or church plan), a health insurance coverage (either group or individual insurance), Medicare, Medicaid, a military-sponsored health care (CHAMPUS), a program of the Indian Health Service, a State health benefits risk pool, the Federal Employees Health Benefits Program (FEHBP), a public health plan, including coverage received under a plan established or maintained by a foreign country or political subdivision as well as one established and maintained by the government of the United States, any health benefit plan under section 5(e) of the Peace Corps Act and the State Children’s Health Insurance Program (S-Chip). Creditable Coverage does not include coverage only for accident; Workers’ Compensation or similar insurance; automobile medical payment insurance; coverage for on-site medical clinics; or limited-scope dental benefits, limited-scope vision benefits, or long-term care benefits that is provided in a separate policy.
Custodial care - means any service or supply, including room and board, which:

- Is furnished mainly to help you meet your routine daily needs; or
- Can be furnished by someone who has no professional health care training or skills; or
- Is at a level such that you have reached the maximum level of physical or mental function and are not likely to make further significant progress.

Deductible - means the amount of covered, self-referred expenses that a Plan participant must pay each calendar year before the Plan begins paying benefits.

Detoxification - means the process whereby an alcohol-intoxicated, alcohol-dependent or drug-dependent person is assisted in a facility licensed by the state in which it operates, through the period of time necessary to eliminate, by metabolic or other means, the intoxicating alcohol or drug, alcohol or drug dependent factor, or alcohol in combination with drugs as determined by a licensed physician, while keeping physiological risk to the patient at a minimum.

Durable medical equipment (DME) - means equipment determined to be:

- Designed and able to withstand repeated use;
- Made for and used primarily in the treatment of a disease or injury;
- Generally not useful in the absence of an illness or injury;
- Suitable for use while not confined in a hospital;
- Not for use in altering air quality or temperature; and
- Not for exercise or training.

Emergency - means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson (including the parent of a minor child or the guardian of a disabled individual), who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

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

With respect to emergency services furnished in a hospital emergency department, the Plan does not require prior authorization for such services if you arrive at the emergency medical department with symptoms that reasonably suggest an emergency condition, based on the judgment of a prudent layperson, regardless of whether the hospital is a participating provider. All medically necessary procedures performed during the evaluation (triage and treatment of an emergency medical condition) are covered by the Plan.

Experimental or investigational - means services or supplies that are determined by Aetna to be experimental. A drug, device, procedure or treatment will be determined to be experimental if:

- There are not sufficient outcomes data available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the disease or injury involved; or
- Required FDA approval has not been granted for marketing; or
- A recognized national medical or dental society or regulatory agency has determined, in writing, that it is experimental or for research purposes; or
- The written protocol(s) used by the treating facility or the protocol(s) of any other facility studying substantially the same drug, device, procedure or treatment or the written informed consent used by the treating facility or by another facility studying the same drug, device, procedure or treatment states that it is experimental or for research purposes; or
- It is not of proven benefit for the specific diagnosis or treatment of your particular condition; or
- It is not generally recognized by the medical community as effective or appropriate for the specific diagnosis or treatment of your particular condition; or
- It is provided or performed in special settings for research purposes.

Generic Drug - means a prescription drug which is not protected by trademark registration, but is produced and sold under the chemical formulation name.

Home health services - means those items and services provided by participating providers as an alternative to hospitalization, and approved and coordinated in advance by Aetna.
**Hospice care** - means a program of care that is:

- Provided by a hospital, skilled nursing facility, hospice or duly licensed hospice care agency;
- Approved by Aetna; and
- Focused on palliative rather than curative treatment for a Plan participant who has a medical condition and a prognosis of less than 6 months to live.

**Hospital** - means an institution rendering inpatient and outpatient services, accredited as a hospital by the Joint Commission on Accreditation of Health Care Organizations (JCAHO), the Bureau of Hospitals of the American Osteopathic Association, or as otherwise determined by Aetna as meeting reasonable standards. A hospital may be a general, acute care, rehabilitation or specialty institution.

**Infertility** - means:

- For a female who is under age 35, the inability to conceive after one year or more without contraception or 12 cycles of artificial insemination.
- For a female who is age 35 or older, the inability to conceive after six months without contraception or six cycles of artificial insemination.

**Infertility Case Management** - means a program that consists of:

a. evaluation of infertile member's medical records to determine whether ART Services are Medically Necessary and are reasonably likely to result in success;

b. determination of whether ART Services are Covered Services and Supplies for the member;

c. pre-authorization for ART Services by a Participating ART Specialist when ART Services are Medically Necessary, reasonably likely to result in success, and are Covered Services and Supplies; and

d. case management for the provision of ART Services for eligible members.

**Institute of Excellence (IOE)**- This is a facility that is contracted with Aetna to furnish particular services and supplies to you and your covered dependents in connection with one or more highly specialized medical procedures. The maximum charge made by the IOE for such services and supplies will be the amount agreed to between Aetna and the IOE.

**Medical services** - means those professional services of physicians or other health professionals, including medical, surgical, diagnostic, therapeutic and preventive services authorized by Aetna.

**Medically necessary** - means services that are appropriate and consistent with the diagnosis in accordance with accepted medical standards, as described in the “Your Benefits” section of this booklet. To be medically necessary, the service or supply must:

- Be care or treatment as likely to produce a significant positive outcome as, and no more likely to produce a negative outcome than, any alternative service or supply, as to both the disease or injury involved and your overall health condition;
- Be care or services related to diagnosis or treatment of an existing illness or injury, except for covered periodic health evaluations and preventive and well-baby care, as determined by Aetna;
- Be a diagnostic procedure, indicated by the health status of the Plan participant, and be as likely to result in information that could affect the course of treatment as, and no more likely to produce a negative outcome than, any alternative service or supply, as to both the disease or injury involved and your overall health condition;
- Include only those services and supplies that cannot be safely and satisfactorily provided at home, in a physician’s office, on an outpatient basis, or in any facility other than a hospital, when used in relation to inpatient hospital services; and
- As to diagnosis, care and treatment be no more costly (taking into account all health expenses incurred in connection with the service or supply) than any equally effective service or supply in meeting the above tests.

In determining whether a service or supply is medically necessary, Aetna will consider:

- Information provided on your health status;
- Reports in peer reviewed medical literature;
- Reports and guidelines published by nationally recognized health care organizations that include supporting scientific data;
• Professional standards of safety and effectiveness which are generally recognized in the United States for diagnosis, care or treatment;
• The opinion of health professionals in the generally recognized health specialty involved;
• The opinion of the attending physicians, which has credence but does not overrule contrary opinions; and
• Any other relevant information brought to Aetna’s attention.

In no event will the following services or supplies be considered medically necessary:

• Services or supplies that do not require the technical skills of a medical, mental health or dental professional;
• Custodial care, supportive care or rest cures;
• Services or supplies furnished mainly for the personal comfort or convenience of the patient, any person caring for the patient, any person who is part of the patient’s family or any health care provider;
• Services or supplies furnished solely because the Plan participant is an inpatient on any day when their disease or injury could be diagnosed or treated safely and adequately on an outpatient basis;
• Services furnished solely because of the setting if the service or supply could be furnished safely and adequately in a physician’s or dentist’s office or other less costly setting; or
• Experimental services and supplies, as determined by Aetna.

**Mental Disorders** - means an illness commonly understood to be a [mental disorder](#), whether or not it has a physiological basis, and for which treatment is generally provided by or under the direction of a [behavioral health provider](#) such as a [psychiatric physician](#), a psychologist or a psychiatric social worker.

The following conditions are considered a [mental disorder](#) under this plan:

• Anorexia/Bulimia Nervosa.
• Bipolar disorder.
• Major depressive disorder.
• Obsessive-compulsive disorder.
• Panic disorder.
• Pervasive Mental Developmental Disorder (including Autism).
• Psychotic Disorders/Delusional Disorder.
• Schizo-affective Disorder.
• Schizophrenia.

**Morbid Obesity** - means a [Body Mass Index](#) that is: greater than 40 kilograms per meter squared; or equal to or greater than 35 kilograms per meter squared with a comorbid medical condition, including: hypertension; a cardiopulmonary condition; sleep apnea; or diabetes.

**Outpatient** - means:

• A Plan participant who is registered at a practitioner’s office or recognized health care facility, but not as an inpatient; or
• Services and supplies provided in such a setting.

**Partial hospitalization** - means medical, nursing, counseling and therapeutic services provided on a regular basis to a Plan participant who would benefit from more intensive services than are offered in outpatient treatment but who does not require inpatient care. Services must be provided in a hospital or non-hospital facility that is licensed as an alcohol, drug abuse or mental illness treatment program by the appropriate regulatory authority.

**Participating ART Specialist** - means a Specialist who has entered into a contractual agreement with Aetna for the provision of ART Services.

**Participating provider** - means a provider that has entered into a contractual agreement with Aetna to provide services to Plan participants.

**Physician** - means a duly licensed member of a medical profession, who is properly licensed or certified to provide medical care under the laws of the state where they practice, and who provides medical services which are within the scope of their license or certificate.

**Plan benefits** - means the medical services, hospital services, and other services and care to which a Plan participant is entitled, as described in this booklet.
Plan participant - means an employee or covered dependent.

Preexisting Condition - A preexisting condition is an illness or injury for which, [medical advice, diagnosis, care, or treatment was recommended or received] [medical treatment, services, or supplies were received or prescription drugs or medicines were taken prior to your or your eligible dependents’ effective date of coverage under your HMO benefits program]. The time used to satisfy any applicable waiting period will be credited to the preexisting condition limitation period. [No waiting period credit will apply to late enrollees.]

Preferred Drug Guide - means a listing of prescription drugs and insulin established by the health plan, that includes both brand name prescription drugs and generic prescription drugs. This list is subject to periodic review and modification by Aetna. Drugs listed on the preferred drug guide are covered under the prescription drug plan, which copayments as shown in the "Schedule of Benefits".

Preferred Drug Guide Exclusions List - means a list of prescription drugs in the preferred drug guide that are identified as excluded under the plan. This list is subject to periodic review and modification by Aetna.

Primary Care Physician (PCP) - means a participating physician who supervises, coordinates, and provides initial care and basic medical services as a general or family care practitioner or, in some cases, as an internist or a pediatrician, to Plan participants; initiates their referral for specialist care; and maintains continuity of patient care.

Provider - means a physician, health professional, hospital, skilled nursing facility, home health agency, or other recognized entity or person licensed to provide hospital or medical services to Plan participants.

Psychiatric Physician - means a physician who:

- Specializes in psychiatry; or
- Has the training or experience to do the required evaluation and treatment of alcoholism, substance abuse or mental disorders.

Referral - means specific written or electronic direction or instruction from a Plan participant’s PCP, in conformance with Aetna’s policies and procedures, which directs the Plan participant to a participating provider for medically necessary care.

Residential Treatment Facility (Mental Disorders) - means an institution that meets all of the following requirements:

- On-site licensed behavioral health provider 24 hours per day/7 days a week.
- Provides a comprehensive patient assessment (preferably before admission, but at least upon admission).
- Is admitted by a physician.
- Has access to necessary medical services 24 hours per day/7 days a week.
- Provides living arrangements that foster community living and peer interaction that are consistent with developmental needs.
- Offers group therapy sessions with at least an RN or Masters-Level Health Professional.
- Has the ability to involve family/support systems in therapy (required for children and adolescents; encouraged for adults).
- Provides access to at least weekly sessions with a psychiatrist or psychologist for individual psychotherapy.
- Has peer oriented activities.
- Services are managed by a licensed behavioral health provider who, while not needing to be individually contracted, needs to (1) meet the Aetna credentialing criteria as an individual practitioner, and (2) function under the direction/supervision of a licensed psychiatrist (Medical Director).
- Provides a level of skilled intervention consistent with patient risk.
- Meets any and all applicable licensing standards established by the jurisdiction in which it is located.
- Is not a Wilderness Treatment Program (whether or not the program is part of a licensed residential treatment facility, or otherwise licensed institution), educational services, schooling or any such related or similar program, including therapeutic programs within a school setting.

Residential Treatment Facility (Substance Abuse) - means an institution that meets all of the following requirements:

- On-site licensed behavioral health provider 24 hours per day/7 days a week.
- Provides a comprehensive patient assessment (preferably before admission, but at least upon admission).
- Is admitted by a physician.
- Has access to necessary medical services 24 hours per day/7 days a week.
- If the member requires detoxification services, must have the availability of on-site medical treatment 24 hours per day/7 days a week, which must be actively supervised by an attending physician.
• Provides living arrangements that foster community living and peer interaction that are consistent with developmental needs.
• Offers group therapy sessions with at least an RN or Masters-Level Health Professional.
• Has the ability to involve family/support systems in therapy (required for children and adolescents; encouraged for adults).
• Provides access to at least weekly sessions with a psychiatrist or psychologist for individual psychotherapy.
• Has peer oriented activities.
• Services are managed by a licensed behavioral health provider who, while not needing to be individually contracted, needs to (1) meet the Aetna credentialing criteria as an individual practitioner, and (2) function under the direction/ supervision of a licensed psychiatrist (Medical Director).
• Provides a level of skilled intervention consistent with patient risk.
• Meets any and all applicable licensing standards established by the jurisdiction in which it is located.
• Is not a Wilderness Treatment Program (whether or not the program is part of a licensed residential treatment facility, or otherwise licensed institution), educational services, schooling or any such related or similar program, including therapeutic programs within a school setting.
• Ability to assess and recognize withdrawal complications that threaten life or bodily functions and to obtain needed services either on site or externally.
• 24-hours per day/7 days a week supervision by a physician with evidence of close and frequent observation.
• On-site, licensed behavioral health provider, medical or substance abuse professionals 24 hours per day/7 days a week.

Service area - means the geographic area, established by Aetna and approved by the appropriate regulatory authority, in which a Plan participant must live or work or otherwise meet the eligibility requirements in order to be eligible as a participant in the Plan.

Skilled nursing facility - means an institution or a distinct part of an institution that is licensed or approved under state or local law, and which is primarily engaged in providing skilled nursing care and related services as a skilled nursing facility, extended care facility, or nursing care facility approved by the Joint Commission on Accreditation of Health Care Organizations or the Bureau of Hospitals of the American Osteopathic Association, or as otherwise determined by Aetna to meet the reasonable standards applied by any of the aforesaid authorities.

Specialist - means a physician who provides medical care in any generally accepted medical or surgical specialty or subspecialty.

Substance abuse - means any use of alcohol and/or drugs which produces a pattern of pathological use causing impairment in social or occupational functioning, or which produces physiological dependency evidenced by physical tolerance or withdrawal.

Terminal illness - means an illness of a Plan participant, which has been diagnosed by a physician and for which they have a prognosis of six (6) months or less to live.

Urgent medical condition - means a medical condition for which care is medically necessary and immediately required because of unforeseen illness, injury or condition, and it is not reasonable, given the circumstances, to delay care in order to obtain the services through your home service area or from your PCP.

All services, plans and benefits are subject to and governed by the terms (including exclusions and limitations) of the agreement between Aetna Life Insurance Company and your employer. The information herein is believed accurate as of the date of publication and is subject to change without notice.