

This Certificate of Insurance (COC) is subject to the prior approval of the California Department of Insurance and is currently pending regulatory approval.

# **UNIVERSITY OF CALIFORNIA**

## **Behavioral Health Benefits for Blue Cross PLUS Members**

**January 1, 2008**

**Insured by**

**United HealthCare Insurance Company**

**(called the “Company”)**

**Administered By:**



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## **Certification**

**INSURANCE BOOKLET**  
**for Employees and Retirees of the**  
**UNIVERSITY OF CALIFORNIA**  
**and its affiliates (and their Eligible Family Members)**  
**(referred to as the University of California, University, UC or Employer)**  
  
**insured by**  
**UNITED HEALTHCARE INSURANCE COMPANY**  
**Hartford, Connecticut**  
**(called the Company)**

**CERTIFICATE OF INSURANCE**

United HealthCare Insurance Company has issued Group Policy No. GA-11280. It covers certain Employees/Retirees of the University.

The policy provides behavioral health benefits.

This Certificate of Insurance ("Certificate") describes the benefits and provisions of the policy.

This is a Covered Person's Certificate of Insurance only while that person is insured under the policy. Dependents' benefits apply only if the Employee/Retiree is insured under the University's plan for Dependent Benefits.

This Certificate describes the Plan in effect as of January 1, 2008.

This Certificate replaces any and all Certificates previously issued for Employees under the Plan.

UNITED HEALTHCARE INSURANCE COMPANY



Allen J. Sorbo  
President

The behavioral health benefits described in this Plan are administered by United Behavioral Health ("UBH").

**1-888-440-UCAL (8225)**



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## Eligibility, Enrollment and Termination Provisions

The following information applies to the University of California plan and supersedes any corresponding information that may be contained elsewhere in the document to which this insert is attached. The University establishes its own medical plan eligibility, enrollment and termination criteria based on the University of California Group Insurance Regulations ("Regulations") and any corresponding Administrative Supplements. Portions of these Regulations are summarized below.

### ELIGIBILITY

The following individuals are eligible to enroll in this Plan. If the Plan is a Point of Service (POS) Plan, they are only eligible to enroll in the plan if they meet the Plan's geographic service area criteria. Anyone enrolled in a non-University Medicare Advantage Managed Care contract or enrolled in a non-University Medicare Part D Prescription Drug Plan will be disenrolled from this health plan.

#### Subscriber

**Employee:** You are eligible if you are appointed to work at least 50% time for twelve months or more or are appointed at 100% time for three months or more or have accumulated 1,000\* hours while on pay status in a twelve-month period. To remain eligible, you must maintain an average regular paid time\*\* of at least 17.5 hours per week and continue in an eligible appointment. If your appointment is at least 50% time, your appointment form may refer to the time period as follows: "Ending date for funding purposes only; intent of appointment is indefinite (for more than one year)."

\* Lecturers - see your benefits office for eligibility.

\*\* Average Regular Paid Time - For any month, the average number of regular paid hours per week (excluding overtime, stipend or bonus time) worked in the preceding twelve (12) month period. Average regular paid time does not include full or partial months of zero paid hours when an employee works less than 43.75% of the regular paid hours available in the month due to furlough, leave without pay or initial employment.

**Retiree:** A former University Employee receiving monthly benefits from a University-sponsored defined benefit plan.

You may continue University medical plan coverage as a Retiree when you start collecting retirement or disability benefits from a University-sponsored defined benefit Plan. You must also meet the following requirements:

- (a) you meet the University's service credit requirements for Retiree medical eligibility;
- (b) the effective date of your Retiree status is within 120 calendar days of the date employment ends; and
- (c) you elect to continue medical coverage at the time of retirement.

A **Survivor**—a deceased Employee's or Retiree's Family Member receiving monthly benefits from a University-sponsored defined benefit plan—may be eligible to continue coverage as set forth in the University's Group Insurance Regulations. For more information, see the *UC Group Insurance Eligibility Factsheet for Retirees and Eligible Family Members*.

If you are eligible for Medicare, you must follow UC's Medicare Rules. See "Effect of Medicare on Retiree Enrollment" below.

#### Eligible Dependents (Family Members)

When you enroll any Family Member, your signature on the enrollment form or the confirmation number on your electronic enrollment attests that your Family Member meets the eligibility requirements outlined below. The University and/or the Plan reserves the right to periodically request documentation to verify eligibility of Family Members, including any who are required to be your tax dependent(s). Documentation could include a marriage certificate, birth certificate(s), adoption records, Federal Income Tax Return, or other official documentation.

**Spouse:** Your legal spouse.

**Child:** All eligible children must be under the limiting age (18 for legal wards, 23 for all others), unmarried, and may not be emancipated minors. The following categories are eligible:

- (a) your natural or legally adopted children;
- (b) your stepchildren (natural or legally adopted children of your spouse) if living with you, dependent on you or your spouse for at least 50% of their support and are your or your spouse's dependents for income tax purposes;
- (c) grandchildren of you or your spouse if living with you, dependent on you or your spouse for at least 50% of their support and are your or your spouse's dependents for income tax purposes;
- (d) children for whom you are the legal guardian if living with you, dependent on you for at least 50% of their support and are your dependents for income tax purposes.

Any child described above (except a legal ward) who is incapable of self-support due to a physical or mental disability may continue to be covered past age 23 provided:

- the incapacity began before age 23, the child was enrolled in a group medical plan before age 23 and coverage is continuous;
- the child is claimed as your dependent for income tax purposes or is eligible for Social Security Income or Supplemental Security Income as a disabled person or working in supported employment which may offset the Social Security or Supplemental Security Income; and
- the child lives with you if he or she is not your or your spouse's natural or adopted child.

Application must be made to the Plan at least 31 days before the child's 23<sup>rd</sup> birthday and is subject to approval by the Plan. The Plan may periodically request proof of continued disability. Incapacitated children approved for continued coverage under a University-sponsored medical plan are eligible for continued coverage under any other University-sponsored medical plan; if enrollment is transferred from one plan to another, a new application for continued coverage is not required.

If you are a newly hired Employee with an incapacitated child, you may also apply for coverage for that child. The child must have had continuous group medical coverage since age 23, and you must apply for University coverage during your Period of Initial Eligibility.

**Other Eligible Dependents** You may enroll a same-sex domestic partner (and the same-sex domestic partner's children/grandchildren/stepchildren) as set forth in the University of California Group Insurance Regulations.

**(Family Members):** The University recognizes an opposite-sex domestic partner as a family member that is eligible for coverage in UC-sponsored benefits if the employee/retiree or domestic partner is age 62 or older and eligible to receive Social Security benefits and both the employee/retiree and domestic partner are at least 18 years of age.

An adult dependent relative is no longer eligible for coverage. Only an adult dependent relative who was enrolled as an eligible dependent as of December 31, 2003 may continue coverage in UC-sponsored plans.

### **No Dual Coverage**

Eligible individuals may be covered under only one of the following categories: as an Employee, a Retiree, a Survivor or a Family Member, but not under any combination of these. If an Employee and the Employee's spouse or domestic partner are both eligible Subscribers, each may enroll separately or one may cover the other as a Family Member. If they enroll separately, neither may enroll the other as a Family Member. Eligible children may be enrolled under either parent's or eligible domestic partner's coverage but not under both. Additionally, a child who is also eligible as an Employee may not have dual coverage through two University-sponsored medical plans.

### **More Information**

For information on who qualifies and how to enroll, contact your local Benefits Office or the University of California's Customer Service Center. You may also access eligibility factsheets on the web site: <http://atyourservice.ucop.edu>.

## ENROLLMENT

For information about enrolling yourself or an eligible Family Member, see the person at your location who handles benefits. If you are a Retiree, contact the University's Customer Service Center. Enrollment transactions may be completed by paper form or electronically, according to current University practice. To complete the enrollment transaction, paper forms must be received by the local Accounting or Benefits office or by the University's Customer Service Center by the last business day within the applicable enrollment period; electronic transactions must be completed by midnight of the last day of the enrollment period.

### **During a Period of Initial Eligibility (PIE)**

A PIE ends 31 days after it begins.

If you are an Employee, you may enroll yourself and any eligible Family Members during your PIE. Your PIE starts the day you become an eligible Employee.

You may enroll any newly eligible Family Member during his or her PIE. The Family Member's PIE starts the day your Family Member becomes eligible, as described below. During this PIE you may also enroll yourself and/or any other eligible Family Member if not enrolled during your own or their own PIE. You must enroll yourself in order to enroll any eligible Family Member. Family members are only eligible for the same plan in which you are enrolled.

- (a) For a spouse, on the date of marriage.
- (b) For a natural child, on the child's date of birth.
- (c) For an adopted child, the earlier of:
  - (i) the date you or your Spouse has the legal right to control the child's health care, or
  - (ii) the date the child is placed in your physical custody.If the child is not enrolled during the PIE beginning on that date, there is an additional PIE beginning on the date the adoption becomes final.
- (d) Where there is more than one eligibility requirement, the date all requirements are satisfied.

If you decline enrollment for yourself or your eligible Family Members because of other group medical plan coverage and you lose that coverage involuntarily (or if the employer stops contributing toward the other coverage for you or your Family Members), you may be able to enroll yourself and those eligible Family Members during a PIE that starts on the day the other coverage is no longer in effect.

If you are in an HMO, POS or EPO Plan and you move or are transferred out of that Plan's service area, or will be away from the Plan's service area for more than two months, you will have a PIE to enroll yourself and your eligible Family Members in another University medical plan. Your PIE starts with the effective date of the move or the date you leave the Plan's service area.

### **At Other Times for Employees and Retirees**

You and your eligible Family Members may also enroll during a group open enrollment period established by the University.

If you are an Employee and opt out of medical coverage or fail to enroll yourself during a PIE or open enrollment period, you may enroll yourself at any other time upon completion of a 90 consecutive calendar day waiting period.

If you are an Employee or Retiree and fail to enroll your eligible Family Members during a PIE or open enrollment period, you may enroll your eligible Family Members at any other time upon completion of a 90 consecutive calendar day waiting period.

The 90-day waiting period starts on the date the enrollment form is received by the local Accounting or Benefits office and ends 90 consecutive calendar days later.

If you have one or more children enrolled in the Plan, you may add a newly eligible Child at any time. See "Effective Date."



If you are an Employee or a Retiree and there is a lifetime maximum for all benefits under this plan, and you or a Family Member reaches that maximum, you and your eligible Family Members may be eligible to enroll in another UC-sponsored medical plan. Contact the person who handles benefits at your location (or the University's Customer Service Center if you are a Retiree).

If you are a Retiree, you may continue coverage for yourself and your enrolled Family Members in the same plan (or its Medicare version) you were enrolled in immediately before retiring. You must elect to continue enrollment for yourself and enrolled Family Members before the effective date of retirement (or the date disability or survivor benefits begin).

If you are a Survivor, you may not enroll your legal spouse or domestic partner.

### **Effective Date**

The following effective dates apply provided the appropriate enrollment transaction (paper form or electronic) has been completed within the applicable enrollment period.

If you enroll during a PIE, coverage for you and your Family Members is effective the date the PIE starts.

If you are a Retiree continuing enrollment in conjunction with retirement, coverage for you and your Family Members is effective on the first of the month following the first full calendar month of retirement income.

The effective date of coverage for enrollment during an open enrollment period is the date announced by the University.

For enrollees who complete a 90-day waiting period, coverage is effective on the 91<sup>st</sup> consecutive calendar day after the date the enrollment transaction is completed.

An Employee or Retiree already enrolled in adult plus child(ren) or family coverage may add additional children, if eligible, at any time after their PIE. Retroactive coverage is limited to the later of:

- (a) the date the Child becomes eligible, or
- (b) a maximum of 60 days prior to the date your Child's enrollment transaction is completed.

### **Change in Coverage**

In order to change from single to adult plus child(ren) coverage, or two adult coverage, or family coverage, or to add another Child to existing family coverage, contact the person who handles benefits at your location (or the University's Customer Service Center if you are a Retiree).

### **Effect of Medicare on Retiree Enrollment**

If you are a Retiree and you and/or an enrolled Family Member is or becomes eligible for premium-free Medicare Part A (Hospital Insurance) as primary coverage, then that individual must also enroll in and remain in Medicare Part B (Medical Insurance). Once Medicare coverage is established, coverage in both Part A and Part B must be continuous. This includes anyone who is entitled to Medicare benefits through their own or their spouse's employment. Individuals enrolled in both Part A and Part B are then eligible for the Medicare premium applicable to this plan.

Retirees or their Family Member(s) who become eligible for premium-free Medicare Part A on or after January 1, 2004 and do not enroll in Part B will permanently lose their UC-sponsored medical coverage.

Retirees and their Family Members who were eligible for premium-free Medicare Part A prior to January 1, 2004, but declined to enroll in Part B of Medicare, are assessed a monthly offset fee by the University to cover increased costs. The offset fee may increase annually, but will stop when the Retiree or Family Member becomes covered under Part B.

Retirees or Family Members who are not eligible for premium-free Part A will not be required to enroll in Part B, they will not be assessed an offset fee, nor will they lose their UC-sponsored medical coverage. Documentation attesting to their ineligibility for Medicare Part A will be required. (Retirees/Family Members who are not entitled to Social Security and premium-free Medicare Part A will not be required to enroll in Part B.)

An exception to the above rules applies to Retirees or Family Members in the following categories who will be eligible for the non-Medicare premium applicable to this plan and will also be eligible for the benefits of this plan without regard to Medicare:

- a) Individuals who were eligible for premium-free Part A, but not enrolled in Medicare Part B prior to July 1, 1991.
- b) Individuals who are not eligible for premium-free Part A.

You should contact Social Security three months before your or your Family Member's 65<sup>th</sup> birthday to inquire about your eligibility and how to enroll in the Hospital (Part A) and Medical (Part B) portions of Medicare. If you qualify for disability income benefits from Social Security, contact a Social Security office for information about when you will be eligible for Medicare enrollment.

Upon Medicare eligibility, you or your Family Member must complete a University of California Medicare Declaration form, as well as submit a copy of your Medicare card. This notifies the University that you are covered by Part A and Part B of Medicare. The University's Medicare Declaration form is available through the University's Customer Service Center or from the web site: <http://atyourservice.ucop.edu>. Completed forms should be returned to University of California, Human Resources and Benefits, Health & Welfare Administration-Retiree Insurance Program, Post Office Box 24570, Oakland, CA 94623-9911.

Any individual enrolled in a University-sponsored Medicare Advantage Managed Care Contract must assign his/her Medicare benefit to that plan or lose UC-sponsored medical coverage. Anyone enrolled in a non-University Medicare Advantage Managed Care contract or enrolled in a non-University Medicare Part D Prescription Drug Plan will be disenrolled from this health plan.

#### **Medicare Secondary Payer Law (MSP)**

The Medicare Secondary Payer (MSP) Law affects the order in which claims are paid by Medicare and an employer group health plan. UC Retirees re-hired into positions making them eligible for UC-sponsored medical coverage, including CORE and mid-level benefits, are subject to MSP. For Employees or their spouses who are age 65 or older and eligible for a group health plan due to employment, MSP indicates that Medicare becomes the secondary payer and the employer plan becomes the primary payer. You should carefully consider the impact on your health benefits and premiums should you decide to return to work after you retire.

#### **Medicare Private Contracting Provision and Providers Who do Not Accept Medicare**

Federal Legislation allows physicians or practitioners to opt out of Medicare. Medicare beneficiaries wishing to continue to obtain services (**that would otherwise be covered by Medicare**) from these physicians or practitioners will need to enter into written "private contracts" with these physicians or practitioners. These private agreements will require the beneficiary to be responsible for all payments to such medical providers. Since services provided under such "private contracts" are not covered by Medicare or this Plan, the Medicare limiting charge will not apply.

Some physicians or practitioners have **never** participated in Medicare. Their services (that would be covered by Medicare if they participated) will not be covered by Medicare or this Plan, and the Medicare limiting charge will not apply.

If you are classified as a Retiree by the University (or otherwise have Medicare as a primary coverage), are enrolled in Medicare Part B, and choose to enter into such a "private contract" arrangement as described above with one or more physicians or practitioners, or if you choose to obtain services from a provider who does not participate in Medicare, under the law you have in effect "opted out" of Medicare for the services provided by these physicians or other practitioners. In either case, no benefits will be paid by this Plan for services rendered by these physicians or practitioners with whom you have so contracted, even if you submit a claim. You will be fully liable for the payment of the services rendered. Therefore, it is important that you confirm that your provider takes Medicare prior to obtaining services for which you wish the Plan to pay.

However, even if you do sign a private contract or obtain services from a provider who does not participate in Medicare, you may still see **other** providers who have not opted out of Medicare and receive the benefits of this Plan for those services.

## TERMINATION OF COVERAGE

The termination of coverage provisions that are established by the University of California in accordance with its Regulations are described below. Additional Plan provisions apply and are described elsewhere in the document.

### **Deenrollment Due to Loss of Eligible Status**

If you are an Employee and lose eligibility, your coverage and that of any enrolled Family Member stops at the end of the last month in which premiums are taken from earnings based on an eligible appointment.

If you are a Retiree or Survivor and your annuity terminates, your coverage and that of any enrolled Family Member stops at the end of the last month in which you are eligible for an annuity.

If your Family Member loses eligibility, you must complete the appropriate transaction to delete him or her within 60 days of the date the Family Member is no longer eligible. Coverage stops at the end of the month in which he or she no longer meets all the eligibility requirements. For information on deenrollment procedures, contact the person who handles benefits at your location (or the University's Customer Service Center if you are a Retiree).

### **Deenrollment Due to Fraud**

Coverage for you or your Family Members may be terminated for fraud or deception in the use of the services of the Plan, or for knowingly permitting such fraud or deception by another. Such termination shall be effective upon the mailing of written notice to the Subscriber (and to the University if notice is given by the Plan). A Family Member who commits fraud or deception will be permanently deenrolled while any other Family Member and the Subscriber will be deenrolled for 12 months. If a Subscriber commits fraud or deception, the Subscriber and any Family Members will be deenrolled for 12 months.

### **Leave of Absence, Layoff or Retirement**

Contact your local Benefits Office for information about continuing your coverage in the event of an authorized leave of absence, layoff or retirement.

### **Optional Continuation of Coverage**

If your coverage or that of a Family Member ends, you and/or your Family Member may be entitled to elect continued coverage under the terms of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, and if that continued coverage ends, specified individuals may be eligible for further continuation under California law. The terms of these continuation provisions are contained in the University of California notice "Continuation of Group Insurance Coverage", available from the UC "At Your Service" website (<http://atyourservice.ucop.edu>). The notice is also available from the person in your department who handles benefits and from the University's Customer Service Center. You may also direct questions about these provisions to your local Benefits Office or to the University's Customer Service Center if you are a Retiree.

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## **Behavioral Health Benefits**

### **What This Plan Pays**

Behavioral health benefits are payable for Covered Expenses incurred by a Covered Person for Behavioral Health Services received from Providers.

To receive benefits, the Covered Person must call United Behavioral Health (UBH) before Covered Expenses are incurred. (See **Preauthorization Requirements and Utilization Review.**)

For most services, each Covered Person must satisfy certain copayments before any payment is made for certain Behavioral Health Services. The behavioral health benefit will then pay the percentage of Covered Expenses shown in the **Schedule of Benefits**.

A Covered Expense is incurred on the date that the Behavioral Health Service is given.

Covered Expenses are the actual cost to the Covered Person of the Reasonable Charge for Behavioral Health Services given. The Company, at its discretion, will calculate Covered Expenses following evaluation and validation of all Provider billings in accordance with the methodologies:

- In the most recent edition of the Current Procedural Terminology and/or DSM IV Code;
- As reported by generally recognized professionals or publications.

Behavioral Health Services are services and supplies which are:

- Covered Services, for MHSA Treatment.
- Given while the Covered Person is covered under this Plan.
- Given by one of the following providers:
  - Physician
  - Psychologist
  - Licensed Counselor
  - Provider
  - Hospital
  - Treatment Center
  - Social Worker

Behavioral Health Services include but are not limited to the following:

- Assessment
- Diagnosis
- Treatment Planning
- Medication Management
- Individual, family and group psychotherapy
- Psychological testing
- Telemedicine. No face-to-face contact is required between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the Plan.

Services and supplies will not automatically be considered Covered Services because they were prescribed by a Provider.

#### **Preauthorization Requirements and Utilization Review**

Except for Emergency Care, to receive benefits under this Plan the Covered Person must call United Behavioral Health (UBH) before Behavioral Health Services are given. **The toll-free number is 1-888-440-UCAL (8225). UBH is ready to take the Covered Person's call 7 days a week, 24 hours a day.** This call starts the Utilization Review process. The Covered Person will be referred to Network Providers who are experienced in addressing his/her specific issues.

Benefits under this Plan are not covered if the Covered Person does not get a referral from UBH to a UBH Network Provider before Behavioral Health Services are given:

- Benefits are subject to Utilization Review at the time a claim is submitted for payment in order to determine if the services incurred are Covered Services.

If the Covered Person is not satisfied with a Network Provider, he/she may call UBH and ask for a referral to another Network Provider. UBH performs a Utilization Review to determine whether the service or supply is a Covered Service. The Covered Person and his/her provider decide which Behavioral Health Services are given, but this Plan only pays for Covered Services.

## **Emergency Care**

Emergency Care does not require a referral from UBH to a UBH Network Provider.

When Emergency Care is required for MHSA Treatment, the Covered Person (or his/her representative or his/her Provider) must call UBH within forty-eight (48) hours after the Emergency Care is given. If it is not reasonably possible to make this call within forty-eight (48) hours, the call must be made as soon as reasonably possible. The Company will pay for Emergency Care services regardless of the Provider's contract status with the Company.

When the Emergency Care has ended, the Covered Person must get a referral from UBH before any additional services will be covered. If the Covered Person does not get a referral as required, benefits for any additional services are not covered.

The Plan will pay for all Covered Services rendered to a Covered Person prior to stabilization of the Covered Person's Emergency Care, or during periods of destabilization when the Covered Person needs immediate Emergency Care. The Company will pay for Emergency Care regardless of the Provider's contract status with UBH. Covered Persons are encouraged to use appropriately the "911" emergency response system, where established, when an emergency medical condition exists that requires an emergency response.

## **Copayments**

Before behavioral health benefits are payable, each Covered Person must satisfy certain Copayments, if applicable.

A Copayment is the amount of Covered Expenses the Covered Person may be required to pay to a Network Provider at the time services are given. This UBH copayment is separate from and in addition to any copayments or deductibles for Blue Cross PLUS medical services.

After any applicable copayments have been paid, Covered Expenses are payable at the amounts shown in the **Schedule of Benefits**.

A Covered Expense can only be used to satisfy one Copayment.

## **Mental Health/ Substance Abuse Office Visit Copayment**

The Office Visit Copayment applies to all services and supplies given in connection with each office visit.

## **Out-of-Pocket Feature**

Covered Expenses for office visits for Mental Health are subject to any applicable Copayments shown in the Schedule of Benefits until the Mental Health Out-of-Pocket Maximum shown in the Schedule of Benefits has been reached during a Calendar Year. Then, such Covered Expenses are payable at 100% for the rest of that year. The Mental Health Out-of-Pocket Maximum is separate from and in addition to any Out-of-Pocket Maximums for Blue Cross medical services.

## **Individual Mental Health Out-of-Pocket Maximum**

When the Individual Mental Health Out-of-Pocket Maximum is reached for any one Covered Person in a Calendar Year, all Covered Expenses for Mental Health are payable at 100% for that same person for the rest of that year.

## **Family Mental Health Out-of-Pocket Maximum**

When the per Family Mental Health Out-of-Pocket Maximum is reached for an Employee/Retiree and the Employee/Retiree's Family Members combined in a Calendar Year, all Covered Expenses for Mental Health are payable at 100% for the rest of that year.

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## **What's Not Covered - Exclusions**

The following exclusions apply regardless of whether the services, supplies, or treatment described in this section are recommended or prescribed by the Covered Person's Provider and/or the only available treatment options for the Covered Person's condition.

This Plan does not cover services, supplies or treatment relating to, arising out of, or given in connection with the following:

- Services performed by a Non-Network provider except for an emergency or outside the U.S.

- Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (DSM).
- Prescription drugs or over the counter drugs and treatments. (Refer to your medical plan to determine whether prescription drugs are a covered benefit.)
- Services or supplies for MHSA Treatment that, in the reasonable judgment of UBH are any of the following:
  - not consistent with the symptoms and signs of diagnosis and treatment of the behavioral disorder, psychological injury or substance abuse;
  - not consistent with prevailing national standards of clinical practice for the treatment of such conditions;
  - not consistent with prevailing professional research demonstrating that the service or supplies will have a measurable and beneficial health outcome;
  - typically do not result in outcomes demonstrably better than other available treatment alternative that are less intensive or more cost effective; or
  - not consistent with UBH's Level of Care Guidelines or best practices as modified from time to time.

UBH may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information.

- Treatment or services, except for the initial diagnoses, for a primary diagnoses of Mental Retardation (317,318,319), Learning, Motor Skills, and Communication Disorders (315), Conduct Disorder (312), Dementia (290, 294), Sexual and Paraphilia Disorders other than Sexual Identity Disorders (302), and Personality Disorders (301), as well as other mental illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to modification or management according to prevailing national standards of clinical practice, as reasonably determined by UBH.
- Unproven, Investigational or Experimental Services. Services, supplies, or treatments that are considered unproven, investigational, or experimental because they do not meet generally accepted stands of medical practice in the United States. The fact that a service, treatment, or device is the only available treatment for a particular condition will not result in it being a Covered Service if the service, treatment, or device is considered to be unproven, investigational, or experimental.
- Custodial Care except for the acute stabilization of the Covered Person and returning the Covered Person back to his or her baseline levels of individual functioning. Care is determined to be custodial when:
  - it provides a protected, controlled environment for the primary purpose of protective detention and/or providing services necessary to assure the Covered Person's competent functioning in activities of daily living; or
  - it is not expected that the care provided or psychiatric treatment alone will reduce the disorder, injury or impairment to the extent necessary for the Covered Person to function outside a structured environment. This applies to Covered Persons for whom there is little expectation of improvement in spite of any and all treatment attempts.
- Covered Persons whose repeated and volitional non-compliance with treatment recommendations result in a situation in which there can be no reasonable expectation of a successful outcome.
- Neuropsychological testing when used for the diagnosis of attention deficit disorder.
- Examinations or treatment, unless it otherwise qualifies as Behavioral Health Services, when:
  - required solely for purposes of career, education, sports or camp, travel, employment, insurance or adoption;
  - ordered by a court except as required by law;
  - conducted for purposes of medical research; or
  - required to obtain or maintain a license of any type.
- Herbal medicine, holistic or homeopathic care, including herbal drugs, or other forms of alternative treatment as defined by the Office of Alternative Medicine of the National Institutes of Health.
- Nutritional Counseling, except as prescribed for the treatment of primary eating disorders as part of a comprehensive multimodal treatment plan.

- Weight reduction or control programs (unless there is a diagnosis of morbid obesity and the program is under medical supervision), special foods, food supplements, liquid diets, diet plans or any related products or supplies.
- Services or treatment rendered by unlicensed Providers, including pastoral counselors (except as required by law), or which are outside the scope of the Providers' licensure.
- Personal convenience or comfort items including, but not limited to, such items as TVs, telephones, computers, beauty/barber service, exercise equipment, air purifiers or air conditioners.
- Light boxes and other equipment including durable medical equipment, whether associated with a behavioral or non-behavioral condition.
- Private duty nursing services while confined in a facility.
- Surgical procedures including but not limited to sex transformation operations.
- Smoking cessation related services and supplies.
- Travel or transportation expenses unless UBH has requested and arranged for Covered Person to be transferred by ambulance from one facility to another.
- Services performed by a Provider who is a family member by birth or marriage, including spouse, brother, sister, parent or child. This includes any service the Provider may perform on himself or herself.
- Services performed by a Provider with the same legal residence as the Covered Person.
- Behavioral Health Services for which the Covered Person has no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan.
- Charges in excess of any specified Plan limitations.
- Any charges for missed appointments.
- Any charges for record processing except as required by law.
- Services Provided Under Another Plan. Services or treatment for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. This includes but is not limited to coverage required by workers' compensation, no-fault auto, or similar legislation. If coverage under workers' compensation or a similar law is optional for Covered Person because Covered Person could elect it or could have it elected for him or her, benefits will not be paid if coverage would have been available under the workers' compensation or similar law had that coverage been elected.
- Behavioral Health Services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country when Covered Person is legally entitled to other coverage.
- Treatment or services received prior to Covered Person being eligible for coverage under the Plan or after the date the Covered Person's coverage under the Plan ends.

#### **Network Provider Charges Not Covered**

A Network Provider has contracted to participate in the Network and provide services at a negotiated rate. Under this contract a Network Provider may not charge for certain expenses, except as stated below. A Network Provider cannot charge for:

- Services or supplies which are not Covered Services;
- Fees in excess of the negotiated rate.

A Covered Person may agree with the Network Provider to pay any charges for services and supplies which are not Covered Services. In this case, the Network Provider may make charges to the Covered Person. The Covered Person will be asked to sign a patient financial responsibility form agreeing to pay for the services that are found to not be Covered Services. However, these charges are not Covered Expenses under this Plan and are not payable by the Company.

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## **Claims Information**

### **How to File a Claim**

A claim form does not need to be filed by the Covered Person when a Network Provider is used. The Network Provider will file the claim form on behalf of the Covered Person. All payments will be paid directly to the Network Provider.

The following steps should be completed when submitting bills for payment for emergency services received from Out-of-Network Providers or services received outside the U.S.

- Get a claim form from United Behavioral Health.
- Complete the Employee/Retiree portion of the form.
- Have the Provider complete the Provider portion of the form.
- Send the form and bills to the address shown on the form.

All payments for services and supplies received from an Out-of-Network Provider will be paid directly to the Employee/Retiree, unless the Employee/Retiree requests in writing that payments be made directly to the Provider. An Employee/Retiree does this when completing a claim form.

The following steps should be completed when submitting bills for payment for emergency services from an Out-of-Network Provider or services received outside the United States.

Claims are paid according to billed charges at the appropriate network benefit level based on the rate of exchange on the date that services are rendered. To process the claim, a complete billing statement is required. This billing statement can be combined with a receipt for services. The statement must include the following:

- The Employee/Retiree's name, Social Security Number, address and phone number.
- The patient's name.
- The Plan number (11280).
- The name, address and phone number of the Provider.
- The licensure of the Provider.
- The date of service.
- The place of service.
- The specific services provided.
- The amount charged for the service.
- The diagnosis.

The claim/billing statement should be mailed to:

United Behavioral Health  
P.O. Box 30760  
Salt Lake City, UT 84130-0760

If a Covered Person asks for a claim form but does not receive it within 15 days, the Covered Person can file a claim without it by sending the bills with a letter, including all of the information listed above.

All payments for emergency services received outside the United States will be paid to the Employee/Retiree.



### **When Claims Must be Filed**

The Covered Person must give the Company written proof of loss within 15 months after the date the expenses are incurred.

The Company will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested.

No benefits are payable for claims submitted after the 15-month period, unless it can be shown that:

- It was not reasonably possible to submit the claim during the 15-month period.
- Written proof of loss was given to the Company as soon as was reasonably possible.

The Company will reimburse claims or any portion of any claim for Covered Expenses, as soon as possible, not later than 30 working days after receipt of the claim. However, a claim or portion of a claim may be contested by the Company. In that case the Covered Person will be notified in writing that the claim is contested or denied within 30 working days of receipt of the claim. The notice that the claim is being contested will identify the portion of the claim that is contested and the specific reasons for contesting the claim. If an uncontested claim is not reimbursed by delivery to the claimants' address of record within 30 working days after receipt, interest will accrue at the rate of 10% per year beginning with the first calendar day after the 30-working-day period.

### **How and When Claims Are Paid**

UBH will make a benefit determination as set forth below. Benefits will be paid to the covered Employee/Retiree as soon as UBH receives satisfactory proof of loss, except in the following cases:

- If the covered Employee/Retiree has financial responsibility under a court order for a Dependent's medical care, UBH will make payments directly to the Provider of care.
- If UBH pays benefits directly to Network Providers.
- If the covered Employee/Retiree requests in writing that payments be made directly to a Provider. A covered Employee/Retiree does this when completing the claim form.

These payments will satisfy the Company's obligation to the extent of the payment.

United Behavioral Health will send an Explanation of Benefits (EOB) to the covered Employee/Retiree. The EOB will explain how UBH considered each of the charges submitted for payment. If any claims are denied or denied in part, the covered Employee/Retiree will receive a written explanation.

Any benefits continued for Dependents after a covered Employee/Retiree's death will be paid to one of the following:

- The surviving spouse.
- A Dependent child who is not a minor, if there is no surviving spouse.
- A Provider of care who makes charges to the covered Employee/Retiree's Dependents for Behavioral Health Services.
- The legal guardian of the covered Employee/Retiree's Dependent.

**SHOULD A DISPUTE CONCERNING A CLAIM ARISE, CONTACT UBH FIRST. IF THE DISPUTE IS NOT RESOLVED, CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE.**

**CALL UBH AT THE PHONE NUMBER SHOWN ON YOUR EXPLANATION OF BENEFITS.**

**CALL THE CALIFORNIA DEPARTMENT OF INSURANCE AT 1-800-927-HELP (1-800-927-4357), IF THE COVERED PERSON RESIDES IN THE STATE OF CALIFORNIA.**

CALL (213) 897-8921 IF THE COVERED PERSON RESIDES OUTSIDE OF THE STATE OF CALIFORNIA.

A COVERED PERSON MAY WRITE THE CALIFORNIA DEPARTMENT OF INSURANCE AT:

CALIFORNIA DEPARTMENT OF INSURANCE  
CLAIMS SERVICES BUREAU, 11<sup>TH</sup> FLOOR  
300 SOUTH SPRING STREET  
LOS ANGELES, CA 90013

## **Benefit Determinations**

### **Pre-Service Claims**

Pre-service claims are those claims that require notification or approval prior to receiving Behavioral Health Services. If the Covered Person's claim was a pre-service claim, and was submitted properly with all needed information, the Covered Person will receive written notice of the claim decision from UBH within 15 days of receipt of the claim. If the Covered Person filed a pre-service claim improperly, UBH will notify the Covered Person of the improper filing and how to correct it within five days after the pre-service claim was received. If additional information is needed to process the pre-service claim, UBH will notify the Covered Person of the information needed within 15 days after the claim was received, and may request a one-time extension not longer than 15 days and pend the Covered Person's claim until all information is received. Once notified of the extension, the Covered Person then has 45 days to provide this information. If all of the needed information is received within the 45-day time frame, UBH will notify the Covered Person of the determination within 15 days after the information is received. If the Covered Person does not provide the needed information within the 45-day period, the claim will be denied. A denial notice will explain the reason for denial, refer to the part of the plan on which the denial is based, and provide the claim appeal procedures.

### **Concurrent Care Claims**

If an ongoing course of treatment was previously approved for a specific period of time or number of treatments, and the request to extend the treatment is an urgent claim as defined below, the Covered Person's request will be decided upon within 24 hours, provided the request is made at least 24 hours prior to the end of the approved treatment. UBH will make a determination on the request for the extended treatment within 24 hours from receipt of the request. If the request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an urgent claim and decided according to the timeframes described below.

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and the Covered Person's request to extend treatment is a non-urgent circumstance, the request will be considered a new claim and decided according to pre-service or post-service timeframes, whichever applies.

### **Post-service Claims**

Post-service claims are those claims that are filed for payment of benefits after Behavioral Health Services have been received. If the Covered Person's post-service claim is denied, he or she will receive a written notice from UBH within 30 days of receipt of the claim, as long as all needed information was provided with the claim. UBH will notify the Covered Person within this 30-day period if additional information is needed to process the claim, and may request a one-time extension not longer than 15 days and pend the claim until all information is received.

Once notified of the extension, the Covered Person then has 45 days to provide this information. If all of the needed information is received within the 45-day time frame, and the claim is denied, UBH will notify the Covered Person of the denial within 15 days after the information is received. If the Covered Person does not provide the needed information within the 45-day period, his or her claim will be denied.

A denial notice will explain the reason for denial, refer to the part of the plan on which the denial is based, and provide the claim appeal procedures.

## **Urgent Claims that Require Immediate Attention**

Urgent claims are those Emergency Care claims that require notification or a benefit determination prior to receiving MHSA Treatment. In these situations:

The Covered Person will receive notice of the benefit determination in writing or electronically within 72 hours after UBH receives all necessary information, taking into account the seriousness of the Covered Person's condition. Notice of denial may be oral with a written or electronic confirmation to follow within three days.

If the Covered Person files an urgent claim improperly, UBH will notify the Covered Person of the improper filing and how to correct it within 24 hours after the urgent claim was received. If additional information is needed to process the claim, UBH will notify the Covered Person of the information needed within 24 hours after the claim was received. The Covered Person then has 48 hours to provide the requested information.

The Covered Person will be notified of a benefit determination no later than 48 hours after:

UBH's receipt of the requested information; or

The end of the 48-hour period which the Covered Person was given to provide the additional information, if the information is not received within that time.

A denial notice will explain the reason for denial, refer to the part of the plan on which the denial is based, and provide the claim appeal procedures.

## **Questions or Concerns about Benefit Determinations**

If the Covered Person has a question or concern about a benefit determination, he or she may informally contact UBH's customer service department before requesting a formal appeal. If the Covered Person is not satisfied with a benefit determination as described above, he or she may appeal it as described below, without first informally contacting a customer service representative. If the Covered Person first informally contacted UBH's customer service department and later wishes to request a formal appeal in writing, the Covered Person should again contact customer service and request an appeal. If the Covered Person requests a formal appeal, a customer service representative will provide the Covered Person with the appropriate address.

If the Covered Person is appealing an urgent claim denial, please refer to the *Urgent Claim Appeals that Require Immediate Action* section below and contact UBH's Appeals Unit immediately.

## **How to Appeal a Claim Decision**

If the Covered Person disagrees with a claim determination after following the above steps, he or she can contact UBH in writing to formally request an appeal. If the appeal relates to a claim for payment, the request should include:

- The patient's name and the identification number.
- The date(s) of service(s).
- The Provider's name.
- The reason the Covered Person believes the claim should be paid.
- Any documentation or other written information to support the request for claim payment.

The Covered Person's appeal request must be submitted to UBH within 180 days after he or she receives a claim denial.

The Appeal should be submitted to the following address:

United Behavioral Health  
Appeals  
P.O. Box 32040  
Oakland, CA 94604

## **Appeal Process**

A qualified individual who was not involved in the decision being appealed will be appointed to decide the appeal. If the appeal is related to clinical matters, the review will be done in consultation with a health care professional with appropriate expertise in the field, who was not involved in the prior determination. UBH may consult with, or seek the participation of, medical experts as part of the appeal resolution process. The Covered Person consents to this referral and the sharing of pertinent medical claim information. Upon request and free of charge, the Covered Person has the right to reasonable access to and copies of all documents, records, and other information relevant to his or her claim for benefits.

## **Appeals Determinations**

### **Pre-service and Post-service Claim Appeals**

The Covered Person will be provided written or electronic notification of the decision on the appeal as follows:

For appeals of pre-service claims as identified above, the appeal will be conducted and the Covered Person will be notified of the decision within 15 days from receipt of a request for appeal of a denied claim.

For appeals of post-service claims as identified above, the appeal will be conducted and the Covered Person will be notified of the decision within 30 days from receipt of a request for appeal of a denied claim.

For procedures associated with urgent claims, see *Urgent Claim Appeals That Require Immediate Action* below.

If the Covered Person is not satisfied with the appeal decision, he or she has the right to request an Independent Medical Review as described below.

Please note that UBH's decision is based only on whether or not benefits are available under the policy for the proposed treatment or procedure.

### **Urgent Claim Appeals that Require Immediate Action**

An appeal may require immediate action if a delay in treatment could significantly increase the risk to the Covered Person's health, or the ability to regain maximum function. In these urgent situations:

The appeal does not need to be submitted in writing. The Covered Person or his or her Physician should call UBH as soon as possible.

UBH will provide the Covered Person with a written or electronic determination within 72 hours following receipt of the request for review of the determination, taking into account the seriousness of the Covered Person's condition.

### **Independent Medical Review**

If the Covered Person still disagrees with the results of the internal appeal determination, Covered Person may request an Independent Medical Review if the adverse benefit determination involves clinical issues. In order to request an Independent Medical Review, Covered Person must:

Apply for an Independent Medical Review within six months of the qualifying periods or events described below. The Director of the Department of Managed Health Care or Department of Insurance may extend the application deadline beyond six months if the circumstances of a case warrant the extension. The Covered Person shall pay no application or processing fees of any kind.

All of the following conditions must be met in order for the Covered Person to apply for an Independent Medical Review.

- The Covered Person's Provider has recommended a health care service as medically necessary or the Covered Person has received Emergency Care that a Provider determined was medically necessary or, in the absence of either of the foregoing, the Covered Person has been seen by a Network Provider for the diagnosis or treatment of the medical condition for which the individual seeks independent review. UBH shall expedite access to a Network Provider upon request. The Network Provider does not have to recommend the disputed health care service as a condition for the individual to be eligible for an independent review.
- The disputed health care service has been denied, modified, or delayed based in whole or in part on a decision that the health care service is not medically necessary.

- The Covered Person has filed an appeal with UBH and the disputed decision is upheld or the appeal remains unresolved after 30 days. (A Covered Person shall not be required to participate in UBH's appeal process for more than 30 days. If the appeal requires an expedited review, the Covered Person shall not be required to remain in the appeal process more than three days.)

For procedures associated with urgent claims, see *Urgent Claim Appeals That Require Immediate Action* above.

Please note that UBH's decision is based only on whether or not benefits are available under the policy for the proposed treatment or procedure.

### **Legal Actions**

The Covered Person may not sue on a claim before the Covered Person has exhausted UBH's internal appeals process. The Covered Person may not sue after three years from the time proof of loss is required, unless the law in the area where the Covered Person lives allows for a longer period of time.

### **Incontestability of Coverage**

This Plan cannot be declared invalid after it has been in force for two years. It can be declared invalid due to nonpayment of premium.

No statement used by any person to get coverage can be used to declare coverage invalid if the person has been covered under this Plan for two years. In order to use a statement to deny coverage before the end of two years, it must have been signed by the person. A copy of the signed statement must be given to the person.

### **Information and Records**

At times the Company may need additional information from the Covered Person. The Covered Person must agree to furnish the Company with all information and proofs that it may reasonably require regarding any matters pertaining to the Policy. If the Covered Person does not provide this information when the Company requests it, the Company may delay or deny payment of benefits.

By accepting the Behavioral Health Services under the Policy, the Covered Person authorizes and directs any person or institution that has provided services to him/her to furnish the Company with all information or copies of records relating to the services provided to the Covered Person. The Company has the right to request this information at any reasonable time. This applies to all Covered Persons, including Dependents whether or not they have signed the Employee enrollment form. The Company agrees that such information and records will be considered confidential.

The Company has the right to release any and all records concerning health care services which are necessary to implement and administer the terms of the Policy, for appropriate medical review or quality assessment, or as the Company is required to do by law or regulation. During and after the term of the Policy, the Company and its related entities may use and transfer the information gathered under the Policy in a de-identified format for commercial purposes, including research and analytic purposes.

For complete listings of a Covered Person's medical records or billing statements, the Company recommends that the Covered Person contact his/her Provider. Providers may charge the Covered Person reasonable fees to cover their costs for providing records or completing requested forms.

If the Covered Person requests medical forms or records from the Company, the Company also may charge the Covered Person reasonable fees to cover costs for completing the forms or providing the records.

In some cases, the Company will designate other persons or entities to request records or information from or related to the Covered Person and to release those records as necessary. The Company's designees have the same rights to this information as it has.

A statement describing the Company's policies and procedures for preserving the confidentiality of medical records is available and will be furnished to a Covered Person upon request.

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## Coordination of Benefits

Coordination of benefits applies when a Covered Person has health coverage under this Plan and one or more Other Plans.

One of the plans involved will pay the benefits first: that plan is Primary. One of the Other Plans will pay benefits next: those plans are Secondary. The rules shown in this provision determine which plan is Primary and which plan is Secondary.

Whenever there is more than one plan, the total amount of benefits paid in a Calendar Year under all plans cannot be more than the Allowable Expenses charged for that Calendar Year.

### Definitions

"**Other Plans**" are any of the following types of plans which provide health benefits or services for medical care or treatment:

- Group policies or plans, whether insured or self-insured. This does not include school accident-type coverage.
- Group coverage through HMOs and other prepayment, group practice and individual practice plans.
- Group-type plans obtained and maintained only because of membership in or connection with a particular organization or group.
- Government or tax supported programs. This does not include Medicare or Medicaid.

"**Primary Plan**": A plan that is Primary will pay benefits first. Benefits under that plan will not be reduced due to benefits payable under Other Plans.

"**Secondary Plan**": Benefits under a plan that is Secondary may be reduced due to benefits payable under Other Plans that are Primary.

"**Allowable Expenses**" means the necessary, reasonable and customary expense for health care when the expense is covered in whole or in part under at least one of the plans.

The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an Allowable Expense unless the patient's stay in a private hospital room is medically necessary either in terms of generally accepted medical practice, or as defined in the plan.

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

### How Coordination Works

When this Plan is Primary, it pays its benefits as if the Secondary Plan or Plans did not exist.

When this Plan is a Secondary Plan, its benefits are reduced so that the total benefits paid or provided by all plans during a Calendar Year are not more than total Allowable Expenses. The amount by which this Plan's benefits have been reduced shall be used by this Plan to pay Allowable Expenses not otherwise paid, which were incurred during the Calendar Year by the person for whom the claim is made. As each claim is submitted, this Plan determines its obligation to pay for Allowable Expenses based on all claims which were submitted up to that point in time during the Calendar Year.

The benefits of this Plan will only be reduced when the sum of the benefits that would be payable for the Allowable Expenses under the Other Plans, in the absence of provisions with a purpose like that of this **Coordination of Benefits** provision, whether or not claim is made, exceeds those Allowable Expenses in a Calendar Year.

When the benefits of this Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this Plan.

### Which Plan Pays First

When two or more plans provide benefits for the same Covered Person, the benefit payment will follow the following rules in this order:

- A plan with no coordination provision will pay its benefits before a plan that has a coordination provision.
- The benefits of the plan which covers the person other than as a dependent are determined before those of the plan which covers the person as a dependent.

- The benefits of the plan covering the person as a dependent are determined before those of the plan covering that person as other than a dependent, if the person is also a Medicare beneficiary and both of the following are true:
  - Medicare is secondary to the plan covering the person as a dependent.
  - Medicare is primary to the plan covering the person as other than a dependent (example, a Retiree).
- When this Plan and another plan cover the same child as a dependent of parents who are not separated or divorced, the benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year. This is called the "Birthday Rule." The year of birth is ignored.

If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

If the other plan does not have a birthday rule, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

- If two or more plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - First, the plan of the parent with custody for the child.
  - Second, the plan of the spouse of the parent with the custody of the child.
  - Finally, the plan of the parent not having custody of the child

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the Secondary Plan. This rule does not apply with respect to any claim for which any benefits are actually paid or provided before the entity has that actual knowledge.

- If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the order of benefit determination rules that apply to dependents of parents who are not separated or divorced.
- The benefits of a plan which covers a person as an employee who is neither laid off nor a Retiree are determined before those of a plan which covers that person as a laid off employee or a Retiree. The same rule applies if a person is a dependent of a person covered as a Retiree or an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

If none of the above rules determines the order of benefits, the benefits of the plan which covered a Covered Person for the longer period are determined before those of the plan which covered that person for the shorter period.

#### **Medicare Coordination for Out-of-Network Providers**

The emergency benefits of this Plan are equal to the difference between Medicare benefits and what Plan benefits would have been in the absence of Medicare. Medicare benefits are primary.

For non-Medicare covered expenses, the benefits of this Plan may be reduced if the Covered Person has any other group health, dental, prescription drug or vision coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

#### **Facility of Payment**

It is possible for benefits to be paid first under the wrong plan. The Company may pay the plan or organization or person for the amount of benefits that the Company determines it should have paid. That amount will be treated as if it was paid under this Plan. The Company will not have to pay that amount again.

## **Right of Recovery**

The Company may pay benefits that should be paid by another plan or organization or person. The Company may recover the amount paid from the other plan or organization or person.

The Company may pay benefits that are in excess of what it should have paid. The Company has the right to recover the excess payment.

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## **Recovery Provisions**

### **Refund of Overpayments**

If the Company pays benefits for expenses incurred on account of a Covered Person, that Covered Person or any other person or organization that was paid must make a refund to the Company if:

- All or some of the expenses were not paid by the Covered Person or did not legally have to be paid by the Covered Person.
- All or some of the payment made by the Company exceeded the benefits under this Plan.

The refund equals the amount the Company paid in excess of the amount it should have paid under this Plan.

If the refund is due from another person or organization, the Covered Person agrees to help the Company get the refund when requested. If the Covered Person, or any other person or organization that was paid, does not promptly refund the full amount, the Company may reduce the amount of any future benefits that are payable under this Plan. The Company may also reduce future benefits under any other group benefits plan administered by the Company for the University. The reductions will equal the amount of the required refund. The Company may have other rights in addition to the right to reduce future benefits.

### **Reimbursement of Benefits Paid**

If the Company pays benefits for expenses incurred on account of a Covered Person, the Covered Person or any other person or organization that was paid must make a refund to the Company if all or some of the expenses were recovered from or paid by a source other than this Plan as a result of claims against a third party for negligence, wrongful acts or omissions. The refund equals the amount of the recovery or payment, up to the amount the Company paid.

If the refund is due from another person or organization, the Covered Person agrees to help the Company get the refund when requested.

If the Covered Person, or any other person or organization that was paid, does not promptly refund the full amount, the Company may reduce the amount of any future benefits that are payable under this Plan. The Company may also reduce future benefits under any other group benefits plan administered by the Company for the University. The reductions will equal the amount of the required refund. The Company may have other rights in addition to the right to reduce future benefits.

### **Subrogation**

In the event a Covered Person suffers an injury or sickness as a result of a negligent or wrongful act or omission of a third party, the Company has the right to pursue subrogation where permitted by law.

The Company will be subrogated and succeed to the Covered Person's right of recovery against a third party. The Company may use this right to the extent of the benefits under this Plan.

The Covered Person agrees to help the Company use this right when requested.

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## **Effect of Medicare and Government Plans**

### **Medicare**

When a Covered Person becomes eligible for Medicare, this Plan pays its benefits in accordance with the Medicare Secondary Payer requirements of federal law. If the Employer is subject to the Medicare Secondary Payer requirements, this Plan will pay primary.



### **When This Plan Pays Primary to Medicare**

This Plan pays primary to Medicare for Covered Persons who are Medicare eligible if:

- Eligibility for Medicare is due to age 65 and the employee has "current employment status" with the employer as defined by federal law and determined by the employer.
- Eligibility for Medicare is due to disability and the employee has "current employment status" with the employer as defined by federal law and determined by the employer.
- Eligibility for Medicare is due to end stage renal disease (ESRD) under the conditions and for the time periods specified by federal law.

### **When Medicare Pays Primary to this Plan**

Medicare pays primary to this Plan for Covered Persons who are Medicare eligible if:

- The employee is a Retired Employee.
- Eligibility is due to disability and the Employee does NOT have "current employment status" with the employer as defined by federal law and determined by the employer.
- Eligibility for Medicare is due to end stage renal disease (ESRD), but only after the conditions and/or time periods specified in federal law cause Medicare to become primary.

### **How This Plan Pays When Medicare Is Primary**

If Medicare pays benefits first, this Plan pays benefits as described below. This method of payment only applies to Medicare eligibles. It does not apply to any Covered Person unless that Covered Person becomes eligible under Medicare.

If the Provider has agreed to limit charges for services and supplies to the charges allowed by Medicare (participating physicians), this Plan determines the amount of Covered Expenses based on the amount of charges allowed by Medicare.

If the Provider has not agreed to limit charges for services and supplies to the charges allowed by Medicare (non-participating physicians), this Plan determines the amount of Covered Expenses based on the lesser of the following:

- The Reasonable Charges.
- The amount of the Limiting Charge as defined by Medicare.

This Plan determines the amount payable without regard to Medicare benefits. Then this Plan subtracts the amount payable under Medicare for the same expenses from Plan benefits. This Plan pays only the difference between Plan benefits and Medicare benefits.

The amount payable under Medicare which is subtracted from this Plan's benefits is determined as the amount that would have been payable to a Medicare eligible covered under Medicare even if:

- The person is not enrolled for Medicare Parts A and B. Benefits are determined as if the person were covered under Medicare Parts A and B. This provision does not apply to individuals who properly declined Medicare Part B prior to January 1, 2004, as described in the section titled, *Effect of Medicare on Retiree Enrollment*, on pages 5-6 of this Certificate.
- The expenses are paid under another employer's group health plan which is primary to Medicare. Benefits are determined as if benefits under that other employer's plan did not exist.
- The person is enrolled in a Health Maintenance Organization (HMO) or Competitive Medical Plan (CMP) to receive Medicare benefits, and receives unauthorized services (out-of-plan services not covered by the HMO/CMP). Benefits are determined as if the services were authorized and covered by the HMO/CMP.

## **Government Plans (other than Medicare and Medicaid)**

If the Covered Person is also covered under a Government Plan, this Plan does not cover any services or supplies to the extent that those services or supplies, or benefits for them, are available to that Covered Person under the Government Plan.

This provision does not apply to any Government Plan which by law requires this Plan to pay primary.

A Government Plan is any plan, program, or coverage — other than Medicare or Medicaid — which is established under the laws or regulations of any government, or in which any government participates other than as an employer.

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## **Termination of Coverage**

### **Employee Coverage**

In addition to the University's provisions set forth in the section titled *Eligibility, Enrollment and Termination Provisions*, the Employee's coverage ends on the earliest of the following:

- The day this Plan ends.
- The last day of a period for which contributions for the cost of coverage have been made, if the contributions for the next period are not made when due.

### **Dependent Coverage**

Coverage for all of an Employee's Dependents ends on the earlier of the following:

- The day the Employee's coverage ends.
- The last day of a period for which contributions for the cost of Dependent coverage have been made, if the contributions for the next period are not made when due.

Coverage for an individual Dependent ends on the earlier of:

- The day the Dependent becomes covered as an Employee under this Plan.
- The day the Dependent stops being an eligible Dependent.

### **Termination Notice**

If the group policy is terminated, the Company will notify the University in writing. The University will promptly send Covered Persons a copy of the termination notice by mail and inform Covered Persons of any rights to continue coverage under U.S. Public Law 99-272 (COBRA) or a conversion policy under state law. The University will promptly provide the Company with proof of this mailing.

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## **Continuation of Coverage**

### **Continuation of Coverage for Former Employees Age 60 and Older**

An Employer subject to COBRA shall offer to eligible former Employees and their spouses the opportunity to continue the Plan's benefits after COBRA continuation ends, subject to terms and conditions of the Plan. The former Employee must elect in writing to continue his/her own and his/her spouse's coverage within 30 calendar days prior to the date coverage under COBRA is scheduled to end. The former Employee must pay the Company any required premium for the coverage under this provision.

To be eligible, the former Employee must:

- Be 60 years of age or older on the date employment ends.
- Have worked for the Employer for at least five years prior to the date employment ends.
- Be entitled to and elects to continue benefits under COBRA (U.S. Public Law 99-272).

Coverage will stop on the earlier of the following:

- The date the Employee or his/her spouse reaches age 65.
- The date the former Employer ceases to maintain any group health plan.
- The date the former Employee or his/her spouse is covered under another group health plan not maintained by the Employer, regardless of whether that coverage is less valuable.
- The date the former Employee or his/her spouse becomes eligible under Medicare.
- Five years from the date the former Employee's employment ended, with respect to the Employee's spouse.

### **Continuation of Coverage for Former Spouses of Employees and Former Employees**

If a Former Spouse of an Employee or former Employee was covered as a qualified beneficiary under COBRA, the Former Spouse may further continue the benefits of this Plan beyond the date coverage under COBRA ends, subject to terms and conditions of the Plan.

A "Former Spouse" is one of the following:

- An individual divorced from an Employee or former Employee.
- An individual who was married to an Employee or former Employee at the time of the death of the Employee or former Employee.

The Former Spouse must elect in writing to continue his/her coverage within 30 calendar days prior to the date coverage under COBRA is scheduled to end. The Former Spouse must pay the Company any required premium for the coverage under this provision.

The continuation coverage for the Former Spouse will end automatically on the earliest of the following dates:

- The date the individual reaches 65 years of age.
- The date the individual is covered under any group health plan not maintained by the Employer, regardless of whether that coverage is less valuable.
- The date the individual becomes entitled to Medicare.
- Five years from the date on which continuation coverage under COBRA was scheduled to end for the Former spouse.
- The date on which the Employer or former Employer terminates its group contract with the Company and ceases to provide coverage for any active employees through that Company, in which case the Company will notify the former spouse of the right to conversion coverage.

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## **PLAN ADMINISTRATION**

By authority of the Regents, University of California Human Resources and Benefits, located in Oakland, California, administers this plan in accordance with applicable plan documents and regulations, custodial agreements, University of California Group Insurance Regulations, group insurance contracts/service agreements, and state and federal laws. No person is authorized to provide benefits information not contained in these source documents, and information not contained in these source documents cannot be relied upon as having been authorized by the Regents. The terms of those documents apply if information in this document is not the same. The University of California Group Insurance Regulations will take precedence if there is a difference between its provisions and those of this document and/or the Group Insurance Contracts. What is written in this document does not constitute a guarantee of plan coverage or benefits--particular rules and eligibility requirements must be met before benefits can be received. Health and welfare benefits are subject to legislative appropriation and are not accrued or vested benefit entitlements.

This section describes how the Plan is administered and what your rights are.

**Sponsorship and Administration of the Plan**

The University of California is the Plan sponsor and administrator for the Plan described in this booklet. If you have a question, you may direct it to:

University of California  
Human Resources and Benefits  
Health & Welfare Administration  
300 Lakeside Drive, 12th Floor  
Oakland, CA 94612  
(800) 888-8267

Retirees may also direct questions to the University's Customer Service Center at the above phone number.

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**Mental Health & Substance Abuse Benefits**

The Mental Health/Substance Abuse benefits described in this Certificate of Insurance are insured by United HealthCare Insurance Company and administered by United Behavioral Health (UBH). If the Covered Person has a question, he/she may direct it to the following address:

United Behavioral Health  
P.O. Box 744925  
Houston, TX 77274-4925  
(888) 440-UCAL (8225)

**Group Contract Number**

The Group Contract Number for this Plan is: 11280

**Type of Plan**

This Plan is a health and welfare plan that provides group medical care benefits. This Plan is one of the benefits offered under the University of California's employee health and welfare benefits program.

**Plan Year**

The plan year is January 1 through December 31.

**Continuation of the Plan**

The University of California intends to continue the Plan of benefits described in this Certificate but reserves the right to terminate or amend it at any time. Plan benefits are not accrued or vested benefit entitlements. The right to terminate or amend applies to all Employees, Retirees and plan beneficiaries. The amendment or termination shall be carried out by the President or his or her delegates. The University of California will also determine the terms of the Plan, such as benefits, premiums and what portion of the premiums the University will pay. The portion of the premiums that University pays is determined by UC and may change or stop altogether, and may be affected by the state of California's annual budget appropriation.

**Financial Arrangements**

The benefits under the Plan are paid by United HealthCare Insurance Company and administered by United Behavioral Health, under a group insurance contract. The cost of the premiums is currently shared between you and the University of California.

**Agent for Serving of Legal Process**

Legal process may be served on the Plan Administrator or the plan claim processor at the address listed above.

### **Your Rights under the Plan**

As a participant in a University of California medical plan, you are entitled to certain rights and protections. All Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and other specified sites, all Plan documents, including the group insurance contract (Policy), at a time and location mutually convenient to the participant and the Plan Administrator.

Obtain copies of all Plan documents and other information for a reasonable charge upon written request to the Plan Administrator.

### **Mental Health/Substance Abuse Claims**

Network claims under United Behavioral Health's Mental Health/Substance Abuse Benefit are filed by the United Behavioral Health provider. When filing an Out-of-Network claim for emergency services or appealing a denied Out-of-Network claim, use the Employee's social security number as the insured's ID number and mail to: United Behavioral Health Claims, P.O. Box 30760, Salt Lake City, UT 84130-0760. For more information on filing a claim, refer to pages 12-13 or log on to [www.liveandworkwell.com](http://www.liveandworkwell.com), access code 11280, go to "Your Benefits & Programs" section.

### **Appeals**

Submit appeals to: United Behavioral Health Appeals, P.O. Box 32040, Oakland, CA 94604.

For additional information on the appeal process, refer to page 16.

### **Claims under the Plan**

To file a claim or to appeal a denied claim, refer to pages 12-15 of this Certificate.

### **Nondiscrimination Statement**

In conformance with applicable law and University policy, the University of California is an affirmative action/equal opportunity employer.

Please send inquiries regarding the University's affirmative action and equal opportunity policies for staff to Director of Diversity and Employee Programs, University of California Office of the President, 300 Lakeside Drive, Oakland, CA 94612 and for faculty to Director of Academic Affirmative Action, University of California Office of the President, 1111 Franklin Street, Oakland, CA 94607.

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## **Glossary**

(These definitions apply when the following terms are used.)

### **Behavioral Health Services**

Services and supplies which are:

- Covered Services for MHSA Treatment.
- Given while the Covered Person is covered under the Plan.
- Given by one of the following providers:
  - Physician
  - Psychologist.
  - Licensed Counselor.
  - Provider.
  - Hospital.
  - Treatment Center.
  - Social Worker.

- Behavioral Health Services include but are not limited to the following:
  - Assessment.
  - Diagnosis.
  - Treatment Planning.
  - Medication Management.
  - Individual, family and group psychotherapy.
  - Psychological testing.
  - Telemedicine. No face-to-face contact is required between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the Plan.

**Calendar Year**

A period of one year beginning with January 1.

**Course of Treatment**

A period of MHSA Treatment during which Behavioral Health Services are received by a Covered Person on a continuous basis until there is a period of interruption (that is, the Covered Person is treatment-free) for more than:

- 30 days with respect to treatment for substance abuse
- 6 months with respect to treatment for mental illness

**Covered Expenses**

The actual cost to the Covered Person of the Reasonable Charge for Behavioral Health Services given.

**Covered Person**

A Covered Person is a properly enrolled Employee and his/her properly enrolled Family Members as described on pages 3-5 of this Certificate.

**Covered Services**

Those services and supplies provided for the purpose of preventing, diagnosing or treating a behavioral health disorder, psychological injury or substance abuse addiction and which is described in the section titled “What This Plan Pays,” and not excluded under the section titled “What’s Not Covered-Exclusions.”

**Emergency Care**

Immediate MHSA Treatment when the lack of the treatment could reasonably be expected to result in the patient harming himself or herself and/or other persons.

Screening, examination and evaluation by a Physician, or other Provider to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric emergency exists, and the care and treatment necessary to relieve or eliminate the psychiatric emergency, within the capability of the facility.

**Employee**

Please refer to page 2 of this document for the definition of Employee.

**Health Care Provider**

A licensed or certified provider other than a Physician whose services the Company must cover due to a state law requiring payment of services given within the scope of that provider's license or certification.

**Hospital**

An institution which is engaged primarily in providing medical care and treatment of sick and injured persons on an inpatient basis at the patient's expense and which fully meets one of the following three tests:

- It is accredited as a hospital by the Joint Commission on Accreditation of Healthcare Organizations.
- It is approved by Medicare as a hospital.
- It meets all of the following tests:
  - It maintains on the premises diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of sick and injured persons by or under the supervision of a staff of duly qualified Physicians.
  - It continuously provides on the premises 24-hour-a-day nursing service by or under the supervision of registered graduate nurses.
  - It is operated continuously with organized facilities for operative surgery on the premises.
- It is licensed by the California State Department of Health Services, or it operates under a waiver of licensure granted by the California State Department of Mental Health.

**Intermediate Care**

A treatment alternative to an acute inpatient Hospital stay. Intermediate Care includes partial hospitalization, residential care, day treatment and structured outpatient services.

**Licensed Counselor**

A person who specializes in MHSA Treatment and is licensed as a Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), or a Licensed Marriage and Family Therapist (LMFT) by the appropriate authority.

**Medicare**

The Health Insurance For The Aged and Disabled program under Title XVIII of the Social Security Act.

**MHSA Treatment**

MHSA Treatment is mental health and/or substance abuse treatment for the following:

- Any sickness which is identified in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), including a psychological and/or physiological dependence or addiction to alcohol or psychoactive drugs or medications, regardless of any underlying physical or organic cause, and
- Any sickness where the treatment is primarily the use of psychotherapy or other psychotherapeutic methods.

All inpatient services, including room and board, given by a mental health facility or area of a Hospital which provides mental health or substance abuse treatment for a sickness identified in the DSM, are considered MHSA Treatment, except in the case of multiple diagnoses.

If there are multiple diagnoses, only the treatment for the sickness which is identified in the DSM is considered MHSA Treatment.

Detoxification services given prior to and independent of a course of psychotherapy or substance abuse treatment is not considered MHSA Treatment.

Prescription Drugs are not considered MHSA Treatment.

**Network Provider (also referred to as In-Network)**

A provider who participates in United Behavioral Health's network.

**Out-of-Network Provider**

A provider who does not participate in United Behavioral Health's network.

**Physician**

A legally qualified:

- Doctor of Medicine (M.D.).
- Doctor of Osteopathy (D.O.).

**Plan**

The group policy or policies issued by the Company which provide the benefits described in this Certificate of Insurance.

**Provider**

A person who is qualified and duly licensed or certified, to furnish MHSA Treatment independently without supervision, by the state in which he or she is located.

**Psychologist**

A person who specializes in clinical psychology and fulfills one of these requirements:

- A person licensed or certified as a psychologist.
- A Member or Fellow of the American Psychological Association, if there is no government licensure or certification required.

**Reasonable Charge**

As to charges for services rendered by or on behalf of a Network Physician, an amount not to exceed the amount determined by the Company in accordance with the applicable fee schedule.

As to all other charges, an amount measured and determined by the Company by comparing the actual charge for the service or supply with the prevailing charges made for it. The Company determines the prevailing charge. It takes into account all pertinent factors including:

- The complexity of the service.
- The range of services provided.
- The prevailing charge level in the geographic area where the provider is located and other geographic areas having similar medical cost experience.

**Registered Nurse**

A graduate trained nurse who is licensed by the appropriate authority and is certified by the American Nurses Association.

**Retiree**

A former University Employee receiving monthly benefits from a University-sponsored defined benefit plan or a deceased Employee's or Retiree's family member receiving monthly benefits from a University-sponsored defined benefit plan ("Survivor").

**Substance Abuse Rehabilitation**

Treatment for a substance abuse disorder in a twenty-four hour setting, or other setting outside of an acute care Hospital that is licensed to perform that service and where there is no danger of medical complications due to detoxification.

**Telemedicine**

The practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. It is the above-covered medical services that an individual receives from a health care provider without person-to-person contact with the provider. It is not consultation by telephone or facsimile machine between health care providers or between patient and health care provider.

**Treatment Center**

A facility which provides a program of effective MHSA Treatment and meets all of the following requirements:

- It is established and operated in accordance with any applicable state law.
- It provides a program of treatment approved by a Physician and the Company.
- It has or maintains a written, specific and detailed regimen requiring full-time residence and full-time participation by the patient.



- It provides at least the following basic services:
  - Room and board (if this Plan provides inpatient benefits at a Treatment Center).
  - Evaluation and diagnosis.
  - Counseling.
  - Referral and orientation to specialized community resources.

A Treatment Center which qualifies as a Hospital is covered as a Hospital and not as a Treatment Center.

**Treatment Plan Compliance**

The completion of an authorized Inpatient or Intermediate Care Substance Abuse Rehabilitation treatment program.

**Utilization Review**

A review and determination by United Behavioral Health as to which services and supplies are Covered Services.

**End of Certificate**

**IMPORTANT  
NOTICE**

**CLAIM DISPUTES: SHOULD A DISPUTE CONCERNING A CLAIM ARISE, CONTACT THE COMPANY FIRST. IF THE DISPUTE IS NOT RESOLVED, CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE.**

**CALL THE COMPANY AT THE PHONE NUMBER SHOWN ON YOUR EXPLANATION OF BENEFITS.**

**CALL THE CALIFORNIA DEPARTMENT OF INSURANCE AT:**

**1-800-927-HELP (1-800-927-4357) IF THE COVERED PERSON RESIDES IN THE STATE OF CALIFORNIA.**

**(213) 897-8921 IF THE COVERED PERSON RESIDES OUTSIDE OF THE STATE OF CALIFORNIA. A COVERED PERSON MAY WRITE THE CALIFORNIA DEPARTMENT OF INSURANCE AT: CALIFORNIA DEPARTMENT OF INSURANCE**

**CLAIMS SERVICES BUREAU, 11TH FLOOR**

**300 SOUTH SPRING STREET**

**LOS ANGELES, CA 90013**