

**COLORADO CHOICE HEALTH PLANS**



**COLORADO HEALTH BENEFIT EXCHANGE  
INDIVIDUAL MARKET MEDICAL AND HOSPITAL PLAN**

**EVIDENCE OF COVERAGE**

## **SCHEDULE OF BENEFITS (WHO PAYS WHAT)**

### **Payments Outlined in the Summary of Benefits and Coverage (SBC).**

Included in your welcome package, you will find a separate document called a Summary of Benefits and Coverage (SBC).

You will be responsible for paying the Co-payment, Coinsurance and Deductible amounts described in the SBC. However, these amounts may be reduced if you are eligible for Cost-sharing Subsidies.

You will also be responsible for paying for any health care services that do not qualify as Covered Services. Finally, in most cases, you will be required to pay for those health care services that you receive from a health care provider who/which is not a Participating Provider, and for those health care services that were provided without a Written Referral from the Plan.

This Evidence of Coverage should be used in conjunction with your SBC. Your SBC was mailed along with this EOC and is considered incorporated as a part of this EOC and is part of your policy for coverage with Colorado Choice Health Plans.

A copy of this Evidence of Coverage is available on the website at [www.cochoice.com](http://www.cochoice.com).



**TITLE PAGE (COVER PAGE)**

**COLORADO CHOICE HEALTH PLANS**

**COLORADO HEALTH BENEFIT EXCHANGE  
INDIVIDUAL MARKET MEDICAL AND HOSPITAL PLAN**

**EVIDENCE OF COVERAGE**



## CONTACT US

### **Colorado Health Benefit Exchange.**

**Connect for Health Colorado ("C4HCO")** provides a marketplace where insurance companies may sell their insurance products. The marketplace allows purchasers, like you, to compare and choose from different insurance options. After comparing the plans offered through C4HCO, you have selected a plan insured by Colorado Choice Health Plans (the "Carrier").

### **Purpose of this Document.**

This Evidence of Coverage describes the health care benefits available to you under the Plan. It also describes the rules that apply to individuals who participate in the Plan. In order to understand the benefits and the rules that apply, you should know the meanings of various terms used in this Evidence of Coverage. Generally, if a capitalized term is used in this Evidence of Coverage, it will have the meaning set forth in the DEFINITIONS section. However, some capitalized terms may be defined in the particular sections of this Evidence of Coverage where they are used.

If you have any questions about the Plan or the information set forth in this Evidence of Coverage, you may contact the Carrier in writing at:

Colorado Choice Health Plans  
700 Main Street, Suite #700  
Alamosa, Colorado 81101.

Or contact us by telephone at:  
719-589-3696 or 800-475-8466 (toll free)



## TABLE OF CONTENTS

SCHEDULE OF BENEFITS (WHO PAYS WHAT)	1
TITLE PAGE (COVER PAGE)	2
CONTACT US	ERROR! BOOKMARK NOT DEFINED.3
TABLE OF CONTENTS	4
ELIGIBILITY	5
HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS (APPLICABLE TO MANAGED CARE PLANS)	9
BENEFITS/COVERAGE (WHAT IS COVERED)	11
LIMITATIONS/EXCLUSIONS (WHAT IS NOT COVERED AND PRE-EXISTING CONDITIONS)	28
MEMBER PAYMENT RESPONSIBILITY	32
CLAIMS PROCEDURE (HOW TO FILE A CLAIM)	35
GENERAL POLICY PROVISIONS	38
TERMINATION/NONRENEWAL/CONTINUATION	39
APPEALS AND COMPLAINTS	43
INFORMATION ON POLICY AND RATE CHANGES	48
DEFINITIONS	48



## ELIGIBILITY

### **Eligibility of Applicants.**

C4HCO will determine whether you are eligible for coverage under the Plan based on your Application. If you are eligible, and you elect to enroll in the Plan, C4HCO will assist with your enrollment. If C4HCO determines that you are not eligible, C4HCO will notify you. C4HCO will give you a chance to appeal the determination.

### **Eligibility of Dependents.**

C4HCO will also determine whether your Dependents are eligible for coverage under the Plan. If one or more of your Dependents are eligible, and you elect to enroll them in the Plan, C4HCO will assist with the enrollment. If C4HCO determines that one or more of your Dependents are not eligible, C4HCO will notify you. C4HCO will give you a chance to appeal the determination.

### **Individuals Considered to be Ineligible.**

The Plan may consider you and your Dependents to be ineligible if you have previously:

- failed to make payments owed to the Plan, as required by the Plan;
- performed an act or practice that is considered fraud, in connection with Plan coverage; or
- made an intentional misrepresentation of material fact, in connection with Plan coverage.

## Eligibility for Premium Advances and Cost-Sharing Subsidies

### **Premium Advances.**

Certain Enrollees may be eligible for financial assistance in paying their Premiums for Plan coverage. Either C4HCO or HHS will determine whether an Enrollee is eligible for Premium Advances when he/she submits an Application. Generally, to be eligible for Premium Advances, the Enrollee must satisfy certain household income requirements. The Enrollee also must not be eligible for Minimum Essential Coverage (other than through the individual market or through an employer-sponsored plan that is either unaffordable or does not provide minimum value).

If an Enrollee is eligible for Premium Advances, the Federal government will send a monthly payment to the Carrier. This payment may cover all or part of the Enrollee's Premium.

### **Cost-sharing Subsidies.**

Certain Enrollees who are eligible for Premium Advances will also be eligible for financial assistance in paying certain Deductibles, Co-payments and Coinsurance when they receive Covered Services. Either C4HCO or HHS will determine whether an Enrollee is eligible for Cost-sharing Subsidies. To be eligible for Cost-sharing Subsidies, the Enrollee must be eligible for Premium Advances. The Enrollee must also participate in a plan that C4HCO considers to be a "silver-level" plan. Alternatively, the Enrollee must be an Indian participating in a C4HCO plan. The term "Indian" is defined by the Indian Health Care Improvement Act.

If an Enrollee is eligible for Cost-Sharing Subsidies, the Federal government will send a monthly payment to the Carrier. This payment may cover all or part of the Enrollee's Deductible, Co-payments and Coinsurance obligations relating to essential health benefits.



## **Enrollment and Effective Date of Coverage**

### **Open Enrollment.**

C4HCO will provide for an Open Enrollment Period beginning on November 15, 2014, and ending on February 15, 2015. If you are eligible, you submit an Application, and you select Plan coverage during this time period, you will be enrolled for coverage. Similarly, if any Dependent is eligible, you include such Dependent on your Application, and you select Plan coverage for such Dependent during the initial Open Enrollment Period, such Dependent will be enrolled for coverage.

You must be enrolled in the Plan in order to enroll any Dependent in the Plan. In order for you and any Dependent to enroll in the Plan, you must also agree to pay any required contributions.

If you do not enroll yourself (and your eligible Dependents) in the Plan during the Open Enrollment Period outlined above, you (and your eligible Dependents) must generally wait until the next annual Open Enrollment Period to do so. However, in certain cases, you may be able to enroll yourself and/or your eligible Dependents in the Plan before the next annual Open Enrollment Period. Please review the Special Enrollment section for more information.

### **Effective Date of Coverage.**

If you enroll yourself and/or your eligible Dependents during the Open Enrollment Period, C4HCO will inform you of the date such coverage becomes effective.

### **Annual Open Enrollment.**

Each year (during September), C4HCO will provide a written notice to each Enrollee. The notice will inform the Enrollee of the upcoming Open Enrollment Period. The Open Enrollment Period will generally begin on October 15<sup>th</sup> and end on December 7<sup>th</sup> each year, unless otherwise determined by C4HCO. During this period, you will again have an opportunity to decide whether to elect Plan coverage for yourself and your eligible Dependents. You will also have an opportunity to make any changes to your prior enrollment election. If you want to participate in the Plan, you must complete and submit the Application required by C4HCO during the Open Enrollment Period.

You must be enrolled in the Plan in order to enroll any Dependent in the Plan. In order for you and any Dependent to enroll in the Plan, you must also agree to pay any required contributions.

If you do not enroll yourself (and your eligible Dependents) in the Plan during an Open Enrollment Period, you (and your eligible Dependents) must generally wait until the next annual Open Enrollment Period to do so. However, in certain cases, you may be able to enroll yourself and/or your eligible Dependents in the Plan before the next Open Enrollment Period. Please review the Special Enrollment section for more information.

### **Documentation of Disabled Child.**

If you enroll a Child who is over the age of twenty-six (26), you must provide proof of the Covered Child's incapacity and dependency on you. You will be required to submit such information to the Plan within thirty-one (31) days of the date of the Covered Child's enrollment or the Covered Child's twenty-sixth (26<sup>th</sup>) birthday. If the Child is over age twenty-six (26) at the time of the disability, you will be required to submit such information to the Plan within thirty-one (31) days of the Covered Child's date of disability. The Plan may also require proof periodically during the Covered Child's coverage.

### **Improper Enrollment.**

If you or any Dependent is not eligible to participate in the Plan, you or such Dependent will not be covered by the Plan. This is true even if you or your Dependent has been enrolled in the Plan. If such an enrollment occurs, the Plan will have the right to seek repayment directly from you. The Plan may recover the cost of any benefits provided to you or your Dependent during the Refund Period, if those costs are greater than the Premium received by the Plan for you or your Dependent for the Refund Period. The Plan will refund your Premium (or your Dependent's Premium) for the Refund Period only if you (or your Dependent) received no benefits from the Plan.



### **Identification Card.**

You and your Covered Dependents will receive Plan identification cards when you enroll in the Plan. You should notify the Carrier if you do not receive your identification after your enrollment. You and your Covered Dependents will be responsible for presenting the identification card to each health care provider. You should present the identification card at the time health care services are rendered. If you fail to do so, you may be obligated to pay for the cost of those services.

Identification cards are issued by the Plan for identification purposes only. Having a Plan identification card will not give you or any other person a right to receive Plan benefits. The holder of a Plan identification card must be an Enrollee in order to receive Plan benefits. If a person who is not entitled to receive Plan benefits uses an Enrollee's identification card to receive Plan benefits, that person will be required to pay the full cost of any health care services he/she receives.

### **Misuse of Identification Card.**

If you allow another person to use your Plan identification card, the Plan may reclaim your identification card. The Plan may also terminate your right (and the rights of your Covered Dependents) to receive Plan benefits. If this occurs, the Plan will provide you with thirty (30) days' advance written notice of termination. The Plan may also require you to pay for any costs paid by the Plan as a result of your conduct.

## **Special Enrollment**

### **Special Enrollment Rights.**

In certain cases, you will have the right to enroll yourself and/or your eligible Dependents in the Plan during the Plan Year. This means that you will not be required to wait until the next Open Enrollment Period to receive Plan coverage for yourself and/or your eligible Dependents.

Generally, if you or any Covered Dependent is entitled to special enrollment in the Plan, coverage will become effective as follows, unless a different effective date is stated below:

- if C4HCO receives your Plan selection between the first (1<sup>st</sup>) day and the fifteen (15<sup>th</sup>) day of the month, coverage will be effective on the first day of following month; and
- if C4HCO receives your Plan selection between the sixteenth (16<sup>th</sup>) day and the last day of the month, coverage will be effective on the first day of second following month.

### **Loss of Other Coverage.**

You and your eligible Dependents will be entitled to special enrollment if you lose (or an eligible Dependent loses) other Minimum Essential Coverage. Loss of Minimum Essential Coverage includes loss of coverage due to:

- termination of employment in a class eligible for such coverage;
- reduction in hours of employment;
- death;
- divorce or legal separation;
- the exhaustion of COBRA continuation coverage;
- the termination of an employer's contributions toward the coverage;
- the exhaustion of applicable lifetime benefits under the coverage;
- an eligible Dependent ceasing to be a dependent under the other plan;
- the other plan's termination of a benefit package option;
- no longer living or working in the other plan's HMO's service area (and there is no other coverage available under the other plan); or
- the other plan no longer offering coverage to a class of similarly situated individual that includes you;





- becoming ineligible under the Colorado Medical Assistance Act;
- a parent or legal guardian dis-enrolling a dependent, or a dependent becoming ineligible for the Children's Basic Health Plan.

To exercise your special enrollment rights, you and your eligible Dependents must elect Plan coverage within thirty (30) days of the loss of Minimum Essential Coverage. Coverage will become effective on the first day of the month following your selection.

Special enrollment rights do not apply to any loss of coverage that is caused by your failure to pay contributions to another plan on a timely basis. Similarly, these rights do not apply if your other coverage was terminated due to your fraud or your intentional misrepresentation of a material fact to the other plan.

**New Spouse.**

You and your eligible Dependents will be entitled to special enrollment when you acquire a new Spouse. However, you and your eligible Dependents must elect Plan coverage within sixty (60) days of the date of the marriage (or beneficiary designation in the case of domestic partners). Coverage will become effective on the first day of the month following your selection. You may also be required to submit appropriate supporting documentation (such as a marriage license) to the Plan. Spouse includes a partner in a civil union.

**New Child.**

You and your eligible Dependents will be entitled to special enrollment when you acquire a new Child. This may occur by birth, adoption, or placement for adoption or placement in foster care. However, you and your eligible Dependents must elect Plan coverage within sixty (60) days of the date of the Child's birth, adoption or placement. Coverage will be effective as of the date of the birth, adoption or placement for adoption of the Child.

**Enrollment Mistake; Violation; Special Circumstances.**

You or any eligible Dependent may be enrolled (or not enrolled) in the Plan by error as the result of a mistake, misrepresentation, or failure on the part of an officer, employee or agent of C4HCO or HHS. In such a case, C4HCO may take the actions necessary to correct the error. Similarly, you or any eligible Dependent may be able to show C4HCO that the C4HCO plan in which you or your eligible Dependent is enrolled has violated an important plan provision. In such a case, you and your eligible Dependents will have special enrollment rights to allow for changes. If C4HCO has identified other special circumstances and you or any eligible Dependent meets those circumstances, special enrollment rights may apply. You and your eligible Dependents must elect Plan coverage within sixty (60) days of any of these events. C4HCO will inform you of the effective date of coverage, if applicable.

**Change in Eligibility for Premium Advances or Cost-sharing Subsidies.**

You or any eligible Dependent may become newly eligible or newly ineligible for Premium Advances. You or any eligible Dependent may have a change in eligibility for Cost-sharing Subsidies. If any such event occurs, you and your eligible Dependent will have special enrollment rights. You and your eligible Dependents must elect Plan coverage within sixty (60) days of the date of such event. C4HCO will permit you to access this special enrollment period prior to the end of your current coverage if your existing employer-sponsored plan will no longer be affordable or provide minimum value in the employer's upcoming plan year. C4HCO will inform you of the effective date of coverage.

**Relocation.**

If you or any eligible Dependent gains access to the Plan as a result of a permanent relocation, you and/or your eligible Dependents will be entitled to special enrollment. Special enrollment rights must be exercised within sixty (60) days of the date you or any eligible Dependent gains access. C4HCO will inform you of the effective date of coverage.

**Citizenship Status.**

You and your eligible Dependents will be entitled to special enrollment if you or any eligible Dependent becomes a U.S. citizen or national, or becomes lawfully present in the U.S. Special enrollment rights



must be exercised within ~~sixty~~ thirty (30) days of the date of such gain in status. C4HCO will inform you of the effective date of coverage.

**Indian Rights.**

If you or any eligible Dependent is an Indian, you and/or your eligible Dependents may enroll in a new C4HCO plan or change from one C4HCO plan to another once per month. The term "Indian" is defined by the Indian Health Care Improvement Act. C4HCO will inform you of the effective date of new coverage.

**HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS  
(APPLICABLE TO MANAGED CARE PLANS)**

**Primary Care Physician.**

You must select a Primary Care Physician within thirty (30) days after your Plan coverage becomes effective. You have the right to designate any Primary Care Physician who participates in the Plan Network and who is available to accept you or your Covered Dependents. The Plan does not guarantee that the Primary Care Physician you select will be able to add you or your Covered Dependents as patients. However, the Plan will make an adequate panel of Primary Care Physicians available for your selection. If you fail to select a Primary Care Physician within the time period required by the Plan, the Plan may select one for you.

You may contact the Carrier for information on how to select a Primary Care Physician, and for a list of the Primary Care Physicians. You may contact the Carrier in writing at:

Colorado Choice Health Plans  
700 Main Street, Suite #100,  
Alamosa, Colorado 81101.

If you prefer, you may call Customer Service at 719-589-3696 or 800-475-8466.

You may contact Connect for Health Colorado to see if a physician is accepting new patients at or if you prefer you may call at (855) 752-6749.

**Changes to Primary Care Physician.**

You will be permitted to change your Primary Care Physician by contacting the Plan's Membership Services Department. Once the Plan has approved your selection of a new Primary Care Physician, the selection will become effective on the first day of the month following the approval. You will not be permitted to request a change of your Primary Care Physician more than three (3) times during any Plan Year.

**Pediatrician as Primary Care Physician.**

For any Covered Child, you may select a pediatrician as the Child's Primary Care Physician. You may contact the Carrier for a list of the Primary Care Physicians who are pediatricians. You may contact the Carrier in writing at:

Colorado Choice Health Plans  
700 Main Street, Suite #100  
Alamosa, Colorado 81101.

If you prefer, you may call Customer Service at 719-589-3696 or 800-475-8466.

**Significance of Primary Care Physician.**

As a general rule, you and your Covered Dependents are required to receive all Covered Services within the Service Area from your Primary Care Physician.



**Written Referral Requirement.**

In most cases, you must obtain a Written Referral from the Plan before you receive health care services from anyone other than your Primary Care Physician. Generally, your Primary Care Physician will begin the process of obtaining a Written Referral on your behalf. This is done by making a request for a Written Referral to the Plan. Your Primary Care Physician will ask that you be permitted to receive services from another Participating Provider. The Plan will respond to each request with either an approval or a denial. The Plan will send a copy of its response to you. The Plan will also send a copy to your Primary Care Physician, and the Participating Provider who is the subject of the request. When a request is approved, the Plan will issue a Written Referral. The Written Referral will identify the name of the Participating Provider. It will also identify the health care services to be performed by the Participating Provider, and the date(s) when the services will be performed. The Written Referral guarantees payment by the Plan of all Covered Services approved in the Written Referral. This guaranty does not apply if you lose Plan eligibility before the date of the services.

**The Plan will pay for Covered Services requiring a Written Referral only if you receive a copy of the Written Referral from the Plan before you receive the Covered Services. If you receive Covered Services without a Written Referral when a Written Referral is required by the Plan, the Plan will deny your claims for such services.**

To make sure you are receiving the maximum benefit from the Plan, you should obtain all health care services from Participating Providers. You should also comply with the Written Referral requirements. This is the case even if you are expecting another plan or a third party to pay for your health care services.

You should contact the Plan at (719) 589-3696 if you are unsure if something requires a Written Referral and prior authorization before services are rendered.

**Exception for Gynecological Care.**

You do not need a Written Referral to receive obstetrical or gynecological care from a Participating Provider who specializes in obstetrics, gynecology or reproductive health (such as an obstetrician, gynecologist or certified nurse midwife). You also do not need a referral from your Primary Care Physician to receive such care. The Participating Provider providing such care may, however, be required to comply with certain procedures. These procedures include obtaining prior authorization for certain services, following a pre-approved treatment plan, or making referrals. For a list of Participating Providers who specialize in obstetrics, gynecology or reproductive health, you may contact the Plan in writing at:

Colorado Choice Health Plans  
700 Main Street, Suite #100  
Alamosa, Colorado 81101.

You may also obtain this information by calling Customer Service at 719-589-3696 or 800-475-8466.

**Exception for Urgent Situations.**

In unusual cases where you have an urgent need for health care services, you must attempt to access your Primary Care Physician. If accessing your Primary Care Physician is not an option, you may obtain care without obtaining a Written Referral from the Plan. If your Primary Care Physician is unavailable or does not provide the particular health care services that you need, you may obtain care without obtaining a Written Referral from the Plan. However, the health care provider may be required to comply with certain procedures. These procedures include obtaining prior authorization for certain services, following a pre-approved treatment plan, or making referrals. This paragraph applies when the situation does not qualify as a Medical Emergency, as described below.

**Exception for Emergency Situations.**

You are not required to obtain a Written Referral or Prior Authorization from the Plan when you receive health care services in a Medical Emergency. However, the health care provider may be required to comply with certain procedures. These procedures include obtaining prior authorization for certain services that could be considered non-emergent, following a pre-approved treatment plan, or making referrals. If you are



hospitalized without a Written Referral due to a Medical Emergency, you must notify the Plan by telephone of the hospitalization. Alternatively, you must instruct the hospital or a family member to notify the Plan. This notice must occur on the first business day following the hospital admission, or as soon as medically possible. If you are unable to contact the Plan or to instruct another person to do so, the notice may be delayed until you are able to notify the Plan, or to instruct another person to notify the Plan. If you are conscious and able to communicate with others, you will be considered capable of notifying the Plan. The Plan may refuse to reimburse you for the cost of any non-emergent treatment if proper notice is not provided to the Plan.

**Other Exceptions to Written Referral Requirement.**

You are not required to obtain a Written Referral from the Plan when you visit a Participating Provider who is covering in the absence of your Primary Care Physician. You are also not required to obtain a Written Referral from the Plan when you have routine laboratory or X-ray tests performed by a Participating Provider.

**Specialty Care Centers.**

Services for certain conditions, or certain treatments or procedures, are covered by the Plan only if such services, treatments or procedures are provided at a Specialty Care Center. You may be required to use a Specialty Care Center in order for your care to be covered by the Plan. Specialty Care Centers are located throughout the United States. Thus, you may need to travel out of the Service Area to receive care. If so, you will be responsible for making all travel arrangements and paying all travel costs associated with treatment at a Specialty Care Center. The Plan will not pay for these costs. The Plan will also not pay for board, lodging or any other expenses related to travelling to a Specialty Care Center.

**Failure to Use a Participating Provider.**

As a general rule, if you receive health care services from a non-Participating Provider, the Plan will not pay for such services. However, if the reason you are receiving care from a non-Participating Provider is due to a Medical Emergency or an urgent medical situation, the Plan will pay for the Covered Services you receive. This is true only if you follow the other terms and conditions explained in this Evidence of Coverage.

## **BENEFITS/COVERAGE (WHAT IS COVERED)**

**General Rules.**

The Plan will pay for the following Covered Services provided to you and your Covered Dependents, as long as:

- the services are Medically Necessary and are provided when Plan coverage is in effect;
- the services are delivered by a Participating Provider (unless there is a Medical Emergency or urgent situation); and
- you have obtained a Written Referral for the services (unless a Written Referral is not required).

Even if the Plan pays for Covered Services, you must still meet your Co-payment, Coinsurance and Deductible obligations. These obligations are outlined in the SBC. Furthermore, the Covered Services are subject to the other limitations described in this Evidence of Coverage.

**A. Newborn Coverage.**

1. Automatic Coverage. Your newborn Child will automatically be covered by the Plan for the first thirty-one (31) days of his/her life. His/her coverage will then end, unless you enroll your Child in the Plan. Please refer to the Special Enrollment section.
2. Initial Hospital Stay. The Plan will cover the hospital stay for your newborn Child. The hospital stay following a normal vaginal delivery will not be less than forty-eight (48) hours. If the forty-eight



(48) hours ends after 8 p.m., coverage will continue until 8 a.m. the following morning. The hospital stay following a caesarean section will not be less than ninety-six (96) hours. If the ninety-six (96) hours ends after 8 p.m., coverage will continue until 8 a.m. the following morning.

3. Illness and Injury During First Month of Life. Generally, the Plan will cover the treatment of your newborn Child for illness and injury. This includes the care and treatment of medically diagnosed congenital defects and birth abnormalities for the first thirty-one (31) days of your Child's life. However, in order for your Child's Plan coverage to continue beyond the thirty-first (31<sup>st</sup>) day of life, you must enroll your Child in the Plan. Please refer to the Special Enrollment section.
4. Cleft Lip and/or Cleft Palate. The Plan will cover the care and treatment of a newborn Child born with a cleft lip or cleft palate or both. If Medically Necessary, the care and treatment will include: oral and facial surgery; surgical management; and follow-up care by plastic surgeons and oral surgeons; prosthetic treatment such as obturators, speech appliances, and feeding appliances; orthodontic treatment; prosthodontic treatment; habilitative speech therapy; otolaryngology treatment and audiological assessments and treatments. The Plan will also cover any condition or illness related to or developed as a result of the cleft lip or cleft palate. In order for your Child's Plan coverage to continue beyond the thirty-first (31<sup>st</sup>) day of life, you must enroll your Child in the Plan. Please refer to the Special Enrollment section.

There are no age limits on the benefits described in this subsection (4). Therefore, these benefits are available to all Enrollees.

5. Inherited Enzymatic Disorders. The Plan will cover the care and treatment of inherited enzymatic disorders caused by single gene defects involved in the metabolism of amino, organic, and fatty acids. This benefit includes (but is not limited to) the care and treatment of the following conditions: phenylketonuria, maternal phenylketonuria, maple syrup urine disease, tyrosinemia, homocystinuria, histidinemia, urea cycle disorders, hyperlysinemia, glutaric acidemias, methylmalonic acidemia; and propionic acidemia. In order for your Child's Plan coverage to continue beyond the thirty-first (31<sup>st</sup>) day of life, you must enroll your Child in the Plan. Please refer to the Special Enrollment section.

If you have pharmacy benefits under the Plan, the care and treatment covered by the Plan will include, medical foods for home use, if Medically Necessary. However, you must have a written prescription from a Participating Provider and receive the medical foods through a Participating Provider pharmacy. The term "medical foods" refers to prescription metabolic formulas that are made for the treatment of inherited enzyme disorders caused by single gene defects. This term does not apply to cystic fibrosis patients or lactose-intolerant or soy-intolerant Enrollees.

There are no age limits on the benefits described in this subsection (5), except for benefits relating to phenylketonuria. Women of child-bearing age may receive benefits for phenylketonuria until age thirty-five (35). Otherwise, benefits are provided only until age twenty-one (21).

## **B. Early Intervention Services.**

1. Standard. Your Covered Child may receive certain early intervention services that are covered by the Plan. These benefits are available from birth until your Covered Child reaches age three (3). The Colorado Department of Human Services must determine that your Covered Child has significant delays in development or has a diagnosed physical or mental condition that has a high probability of resulting in significant delays in development or has a developmental disability. These services are subject to Deductibles but are not subject to Co-payments or Coinsurance.
2. General Coverage. Generally, the Plan will cover those early intervention services specified in your Covered Child's Individualized Family Service Plan (IFSP). However, the services must be delivered by a Participating Provider who/which is a qualified early intervention service provider.



These services may not duplicate or replace treatment for autism spectrum disorders. Services for the treatment of autism spectrum disorders shall be considered the primary service. The early intervention services will supplement, but not replace, services for autism spectrum disorders.

3. Exclusions. The Plan does not cover the following services: respite care; non-emergency medical transportation; service coordination (as defined by State or Federal law); or assistive technology.
4. Annual Limitation. Each Plan Year, the Plan will pay for up to forty-five (45) therapeutic visits for early intervention services for your Covered Child.
5. Exceptions. The annual limitations on early intervention services do not apply to: rehabilitation or therapeutic services that are necessary as a result of an acute medical conditions or post-surgical rehabilitation; services provided to a Covered Child who is not participating in the early intervention program for infants and toddlers under the "Individuals with Disabilities Act;" or services that are not provided based on an Individualized Family Service Plan (IFSP). However, such services will be subject to a limit of twenty (20) visits for each of the following therapies each Plan Year: physical therapy, occupational therapy and speech therapy.

### **C. Autism Spectrum Disorders.**

1. Standard. The Plan provides coverage for the assessment, diagnosis, and treatment of autism spectrum disorders for a Covered Child. This includes treatment for the following neurobiological disorders: Autistic disorder, Asperger's disorder, and atypical autism as a diagnosis within pervasive developmental disorder not otherwise specified, as defined in the most recent edition of the diagnostic and statistical manual of mental disorders, at the time of the diagnosis.
2. General Coverage. Generally, the Plan will cover the following:
  - evaluation and assessment services;
  - behavior training and behavior management and applied behavior analysis; (This includes but is not limited to consultations, direct care, supervision, or treatment, or any combination of these. Such services must be provided by a Participating Provider who/which is an autism services provider.)
  - habilitative or rehabilitative care; This includes, but is not limited to, occupational therapy, physical therapy, or speech therapy, or any combination of these therapies.)
  - for a Covered Child who is covered under the section below relating to Congenital Defects and Birth Abnormalities, the Plan will cover more than twenty (20) visits for each therapy (occupational, physical, and speech; (Such therapy must be Medically Necessary to treat autism spectrum disorders.)
  - pharmacy care and medication, if the Covered Child has pharmacy benefits under the Plan;
  - psychiatric care;
  - psychological care, including family counseling; and
  - therapeutic care.
3. Annual Limitation. Each Plan Year, the Plan will pay for up five-hundred and fifty (550) treatment sessions for a Covered Child who is less than nine (9) years old. Each Plan Year, the Plan will



pay for up one-hundred and eighty-five (185) treatment sessions for a Covered Child who is at least nine (9) years old but less than nineteen (19) years old. Each session is limited to twenty-five (25) minutes.

#### **D. Congenital Defects and Birth Abnormalities.**

1. General Coverage. The Plan will cover Medically Necessary physical, occupational, and speech therapy for the care and treatment of congenital defects and birth abnormalities of a Covered Child. This coverage only applies from the Covered Child's third (3<sup>rd</sup>) birthday to the Covered Child's sixth (6<sup>th</sup>) birthday.
2. Annual Limitation. Each Year, the Plan will pay for up to twenty (20) visits for each type of therapy (physical, occupational and speech) for the Covered Child. The therapy visits must be distributed as medically appropriate throughout the Plan Year. They will be distributed without regard to whether the condition is acute or chronic and without regard to whether the purpose of the therapy is to maintain or to improve functional capacity.

#### **E. Child Speech and Hearing Benefits.**

1. Speech Therapy. If a Covered Child under the age of five (5) experiences speech delay, the Plan will cover up to six (6) speech therapy visits. The Plan may cover additional speech therapy visits. However, the Covered Child's Participating Provider must first submit certain documentation to the Plan. The documentation must include the Covered Child's diagnosis, a specific treatment plan, and expected outcomes. If additional therapy visits are expected to result in significant improvement, the Plan will cover more visits. The Plan will cover up to a total of twenty (20) speech therapy visits per Plan Year until the Covered Child reaches age five (5).
2. Hearing Services. The Plan will cover hearing aids and hearing services for a Covered Child who is under the age of eighteen (18) and has a hearing loss. The Plan will cover the initial hearing aids. The Plan will also cover replacement hearing aids once every five (5) years. The Plan will cover a new hearing aid when changes to an existing hearing aid will not meet the needs of the Covered Child. The Plan will also cover services and supplies. This includes, but is not limited to, the initial assessment; fitting; adjustments; and auditory training that is provided based on accepted professional standards.
3. Routine Hearing Exams. The Plan will cover routine hearing exams for a Covered Child who is under the age nineteen (19).

#### **F. Child Dental and Vision Benefits.**

1. Hospitalization/Anesthesia for Dental Procedures. The Plan will cover general anesthesia. The Plan will also cover associated hospital or facility charges, when anesthesia is provided in a hospital, outpatient surgical facility or other licensed facility to a Covered Child. However, in order for coverage to apply, the Covered Child:
  - must have a physical, mental or medically compromising condition;
  - must have dental needs for which local anesthesia is not effective because of acute infection, anatomic variation or allergy;
  - must be extremely uncooperative, unmanageable, uncommunicative or anxious and have dental needs that cannot be postponed; or
  - must have experienced extensive orofacial and dental trauma.



In addition, the Covered Child must be:

- under the age of twenty-six (26);
  - unmarried and medically certified as disabled and dependent on you or your Spouse.
2. Pediatric Dental Care. A pediatric dental benefit is not included in the Plan's benefit design. That benefit is available to purchase separately through C4HCO as a stand-alone benefit.
  3. Pediatric Vision Care. The Plan will cover one vision exam each Plan Year for a Covered Child who is under the age of nineteen (19).

#### **G. Special Preventive Services With No Cost-Sharing.**

1. How No Cost-Sharing Applies. When you or your Covered Dependents receive certain preventive services from a Participating Provider, you do not have to pay a Co-payment, Deductible, or Coinsurance for the preventive services. However, if you or your Covered Dependent visits a Participating Provider for more than one purpose, the Participating Provider may bill for each purpose separately. In that case, if the primary purpose of the office visit is the delivery of the preventive service or item, then no office visit Co-payment or other cost-sharing requirement will be imposed. If the primary purpose of the office visit is not the delivery of the preventive service or item, then the office visit Co-payment or cost-sharing requirement can be imposed on the office visit.
2. Special Preventive Services. The Plan will pay for the following preventive services, based on the A or B recommendations of the United States Preventive Services Task Force (USPSTF):
  - Alcohol misuse screening and behavioral counseling interventions for adults;
  - Cervical cancer screening;
  - One Breast cancer screening with mammography per Plan Year, covering the actual charge of the screening with mammography.
    - Benefits for preventive mammography screenings are determined on a Plan Year basis. These preventive and diagnostic benefits do not reduce or limit diagnostic benefits otherwise allowed under the Plan. If an Enrollee receives more than one screening in a Plan Year, the other benefit provisions in the Plan apply with respect to the additional screenings.
    - Regardless of the A or B recommendations of the United States Preventive Services Task Force (USPSTF), the Plan will cover an annual breast cancer screening with mammography for all individuals possessing at least one risk factor, including a family history of breast cancer, being forty (40) years of age or older, or a genetic predisposition to breast cancer.
  - Cholesterol screening for lipid disorders;
  - Colorectal cancer screening coverage for tests for the early detection of colorectal cancer and adenomatous polyps.
    - In addition to Enrollees who are eligible for colorectal cancer screening coverage based on the A or B recommendations of the United States Preventive Services Task Force (USPSTF), the Plan will cover colorectal cancer screening for Enrollees who are at high risk for colorectal cancer, including Enrollees who have a family medical history of colorectal cancer; a prior occurrence of cancer or precursor neoplastic polyps; a prior occurrence of a chronic digestive disease condition such as inflammatory bowel disease, Crohn's disease, or ulcerative colitis; or other predisposing factors as determined by the Participating Provider;





- Child health supervision services (for any Covered Child under age thirteen (13)), and childhood immunizations based on the schedule established by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
- Influenza vaccinations pursuant to the schedule established by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
- Pneumococcal vaccinations pursuant to the schedule established by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP);
- Tobacco use screening of adults and tobacco cessation interventions by your Primary Care Physician; and
- Any other preventive services that are included in the A or B recommendations of the United States Preventive Services Task Force (USPSTF) or are required by Federal law.
- All immunizations for routine use in children, adolescents, and adults that have in effect a recommendations from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention as required by Federal law.
- Preventive care and screenings supported by the Health Resources and Services Administration for infants, children adolescents and women as required by Federal law.

For a detailed list of the preventive services covered by the Plan, you may contact the Carrier in writing at:

Colorado Choice Health Plans  
 700 Main Street, Suite #100  
 Alamosa, Colorado 81101.

If you prefer, you may call Customer Service at 719-589-3696 or 800-475-8466.

**H. Additional Preventive Services.**

1. Well Child Visits. The Plan will cover your Covered Child’s visits to his/her Primary Care Physician from birth to age eighteen (18). This coverage includes age appropriate physical exams; routine immunizations; history; guidance and education (such as examining family functioning and dynamics; injury prevention counseling; discussing dietary issues; reviewing age appropriate behaviors, etc.), and growth and development assessment. Services covered herein may not be all inclusive and may change from time to time to comply with Federal and State Statutes and Regulations.
2. Health Maintenance Visits. The Plan will cover visits to the Enrollee’s Primary Care Physician. This coverage includes age appropriate physical exams, guidance and education (such as examining family functioning and dynamics; discussing dietary issues; reviewing health promotion activities; exercise and nutrition counseling; including foliate counseling for women of child bearing age); blood work; history and physical; urinary analysis; chemical profile; fasting lipid panel; and stool hemocult. The Plan will also cover cervical cancer vaccines for all female Enrollees. However, these Enrollees must meet the standards identified by HHS. Services covered herein may not be all inclusive and may change from time to time to comply with Federal and State Statutes and Regulations.
3. Well Child Visits and Health Maintenance Visits are covered according to the following schedule:

Age of Enrollee	Number/Type of Visits
0-12 months	Six (6) Well Child Visits
0-12 months	One (1) PKU test
0-12 months	One (1) home visit (for newborns released less than 48 hours after



	birth)
13-35 months	Three (3) Well Child Visits
Age 3-6	Four (4) Well Child Visits
Age 7-12	Four (4) Well Child Visits
Age 13-18	One (1) Health Maintenance Visit Per Plan Year
Age 19-39	One (1) exam every 36 months
Age 40-64	One (1) exam every 24 months
Over age 64	One (1) exam every 12 months

Services covered herein may not be all inclusive and may change from time to time to comply with Federal and State Statutes and Regulations.

4. Limitations on Services and Examinations. The Plan will not cover all services performed during scheduled physical examinations. For example, the Plan will generally not cover services such as stress tests, EKGs, chest X-rays or sigmoidoscopies. However, these services may be covered if they are Medically Necessary. In addition, the Plan will generally not cover examinations that are more frequent than those identified on the schedule above. However, the Plan may cover more examinations if they support a diagnosis, as determined by the Enrollee's Primary Care Physician.
5. For Adult Men: When provided by a Participating Provider, the Plan will cover screening for the early detection of prostate cancer as follows:
- One screening per year for any male Enrollee who is fifty (50) years of age or older; and
  - One screening per year for any male Enrollee between (40) forty and fifty (50) years of age. However, the Enrollee must have an increased risk of developing prostate cancer. This determination must be made by a Participating Provider.
  - The prostate screening shall consist of the following tests:
    - a prostate-specific antigen ("PSA") blood test; and
    - a digital rectal examination.

Services covered herein may not be all inclusive and may change from time to time to comply with Federal and State Statutes and Regulations.

6. For Adult Women: When provided by a Participating Provider, the Plan will cover a yearly breast and pelvic exam and PAP test. The Plan will also cover a screening mammography when recommended by a Participating Provider. The following schedule will apply:
- A single baseline mammogram and clinical breast exam for a female Enrollee who is at least thirty-five (35) years of age but under forty (40) years of age; (This is available once during the age 35 to 39 period.);
  - One mammogram and clinical breast exam once every two (2) years; (This is available for a female Enrollee who is at least forty (40) years of age but under fifty (50) years of age.)
  - One mammogram and clinical breast exam at least once a year for a female Enrollee with risk factors for breast cancer; (This determination must be made by the Enrollee's Primary Care Physician.)
  - One mammogram and clinical breast exam annually for women over fifty (50) years of age; and



- One mammogram and clinical breast exam annually for a female Enrollee with at least one risk factor. (This includes a family history of breast cancer or a genetic predisposition to breast cancer.)

Services covered herein may not be all inclusive and may change from time to time to comply with Federal and State Statutes and Regulations.

#### **I. Other Out-Patient Services.**

1. Routine Office Visits with Primary Care Physician. The Plan will cover an Enrollee's routine office visits to a Primary Care Physician.
2. Home Visits. The Plan will cover Medically Necessary visits by the Enrollee's Primary Care Physician to the Enrollee's home within the Service Area.
3. Smoking Cessation Program. The Plan will cover smoking cessation programs. This is true even if the Deductible has not been met. The program must be provided by a Participating Provider or be an approved Plan program.
4. Specialty Physician Services. The Plan will cover services of a Participating Provider when the Enrollee has obtained a prior Written Referral.
5. Diagnostic Services. The Plan will cover diagnostic services, including radiology (X-ray); pathology; laboratory tests; and other imaging and diagnostic services. However, for all diagnostic services performed in a hospital, the Enrollee must obtain a prior Written Referral. Also, certain diagnostic services require a prior Written Referral. This is the case for magnetic resonance imaging (MRI) and computerized tomography (CT) scans. Routine procedures performed at Participating Provider facility that is not a hospital require only a verbal referral from the Enrollee's Primary Care Physician.
6. Outpatient Surgery. The Plan will cover certain outpatient surgical procedures if the Enrollee has obtained a prior Written Referral.
7. Radiation Therapy and Chemotherapy. The Plan will cover Medically Necessary radiation therapy and chemotherapy, for treatment of cancer. The Enrollee must obtain a prior Written Referral. Coverage does not include high dose chemotherapy which requires the support of a non-covered bone marrow transplant or autologous stem cell rescue procedure.
8. Urgent Care. The Plan will cover urgent care provided in a Participating Provider urgent care center within the Service Area. However, the Enrollee must be able to show the urgent nature of the care. The Enrollee must also be able to show that the care provided was Medically Necessary.

#### **J. Hospital Inpatient Services.**

1. Standard. Generally, the Plan will cover Medically Necessary hospital inpatient services. However, the Enrollee must obtain a Written Referral from the Plan before his/her hospital stay. The Plan will also cover a hospital stay that results from a Medical Emergency. However, the Enrollee must comply with the requirements described in the section below relating to Emergency Services.
2. General Coverage. The Plan will cover the following items and services when an Enrollee is hospitalized: a semi-private room; general nursing care; meals; special diets; use of operating room and related facilities; intensive care unit and services; X-ray, laboratory, and other diagnostic tests; drugs, medications, biologicals, anesthesia and oxygen services; radiation therapy; chemotherapy (other than high dose chemotherapy which requires the support of a non-covered bone marrow



transplant or autologous stem cell rescue procedure); physical therapy; inhalation therapy; prosthetic devices approved by the Food and Drug Administration and implanted during a surgery performed pursuant to a Written Referral (such as pacemakers and hip joints); and the administration of whole blood, blood plasma and other blood products. The Plan will cover a private room only when Medically Necessary.

3. Physicians and Medical Personnel. The Plan also covers the services of Participating Provider physicians who care for the Enrollee when he/she is hospitalized. This includes the Enrollee's Primary Care Physician. It also includes specialist surgeons, assistant surgeons, anesthesiologists, and other appropriate medical personnel. The Plan will cover special duty nurses, as Medically Necessary.
4. Special Right to Reconstructive Breast Surgery. If an Enrollee receives benefits under the Plan in connection with a mastectomy and elects breast reconstruction, the Plan will cover her care and treatment as required under the Women's Health and Cancer Rights Act. Coverage will include:
  - reconstruction of the breast on which the mastectomy was performed;
  - surgery and reconstruction of the other breast to produce a symmetrical appearance; and
  - prosthesis and physical complication for all stages of the mastectomy, including lymphedemas.

These benefits are subject to any Co-payments, Deductibles and Coinsurance obligations applicable to any other Plan coverage.

5. Inpatient Chemical Dependency Treatment. Please refer to the section below relating to Mental Health and Chemical Dependency Treatment.
6. Inpatient Mental Health Treatment. Please refer to the section below relating to Mental Health and Chemical Dependency Treatment.
7. Maternity Hospitalization. Please refer to the section below relating to Maternity Benefits.

#### **K. Mental Health and Chemical Dependency Treatment.**

1. General Coverage. The Plan will cover the diagnosis and treatment of biologically based mental illness and mental disorders. This coverage is provided to the same extent the Plan covers a physical illness. "Biologically based mental illness" means schizophrenia; schizoaffective disorder; bipolar affective disorder; major depressive disorder; specific obsessive-compulsive disorder; and panic disorder. A "mental disorder" means post-traumatic stress disorder; drug and alcohol disorders; dysthymia; cyclothymia; social phobia; agoraphobia with panic disorder; general anxiety disorder; anorexia nervosa; and bulimia nervosa. For drug and alcohol addiction, the treatment covered by the Plan will include acute detoxification. The Plan will determine whether such treatment is provided on an outpatient or inpatient basis. Mental Health and Chemical Dependency shall be covered as described herein whether the treatment is voluntary or court ordered as a result of contact with the criminal justice or legal system to the extent they are medically necessary and covered benefits.
2. Outpatient Mental Health Care. The Plan will cover outpatient mental health visits in the same manner that it covers other outpatient visits.
3. Inpatient Mental Health Care. Like other inpatient care, the Plan will cover Medically Necessary inpatient mental health care services. Coverage is provided for inpatient treatment if the member has a mental or behavioral disorder or requires crisis intervention. Inpatient care is covered only if you have obtained a Written Referral before your hospital stay. The Plan will also cover a



hospital stay that results from a Medical Emergency. However, you must comply with the requirements described in the Section below relating to Emergency Services.

4. Outpatient Chemical Dependency/Substance Abuse Treatment. The Plan will cover outpatient chemical dependency/substance abuse visits in the same manner that it covers other outpatient visits.
5. Inpatient Chemical Dependency/Substance Abuse Treatment. Like other inpatient care, the Plan will cover Medically Necessary inpatient chemical dependency/substance abuse treatment for detoxification. Inpatient care is covered only if you have obtained a Written Referral before your hospital stay. The Plan will also cover a hospital stay that results from a Medical Emergency. However, you must comply with the requirements described in the Section below relating to Emergency Services.

#### **L. Emergency Services.**

1. Standard. For a Medical Emergency, the Plan will cover the medical examination conducted to evaluate the Enrollee's condition. The Plan will also cover the related services routinely performed by the emergency department. The Plan will also cover further examination and treatment required to stabilize the Enrollee. These services are covered without prior authorization. This means the Enrollee does not need a prior Written Referral. These services are covered even if the provider is not a Participating Provider. However, there must be proof that the Enrollee experienced a Medical Emergency, There must also be proof that emergency care was Medically Necessary.
2. Emergency Transportation. For a Medical Emergency, the Plan will pay for the Enrollee's transportation to the hospital by ambulance. The Enrollee will have the option of calling the local pre-hospital emergency medical service system. The Enrollee can do this by dialing the emergency telephone access number 9-1-1 or its local equivalent. As noted in the DEFINITIONS section above, a Medical Emergency is limited to certain situations. There must be sudden and severe medical condition (including severe pain). The condition must reasonably be expected to result in one or more of the following, if the Enrollee does not seek immediate medical attention:
  - placing the health of the Enrollee (or, with respect to a pregnant woman, the health of the Enrollee or her unborn child) in serious danger;
  - serious impairment to bodily functions; or
  - serious dysfunction of any bodily organ or part.
3. Enrollee Costs. If an Enrollee receives emergency care from a non-Participating Provider, the Enrollee's Co-payment amount and Coinsurance amount will be the same as if the Enrollee had been treated by a Participating Provider. However, the Enrollee may be required to pay a Deductible, if a Deductible is imposed on non-Participating Provider benefits. Also, the non-Participating Provider may bill the Enrollee for the difference between the non-Participating Providers' charges and the amount paid by the Plan to the non-Participating Provider. The Enrollee will be required to pay the amount billed to the Enrollee by the non-Participating Provider. This is true as long as the Plan has paid to the non-Participating Provider the amount required by law.
4. Plan Notification Required. The Enrollee must notify the Plan of any Medical Emergency. The Enrollee must do so on the first business day after treatment is received. If that is not possible, the Enrollee must notify the Plan as soon as medically possible. This notification must include the identity of the Enrollee and the hospital where he/she received care. If an Enrollee is hospitalized, the Enrollee must notify the Plan by telephone of the hospitalization. Alternatively, the Enrollee must instruct the hospital or a family member to notify the Plan. The notification must



include the identity of the Enrollee and the hospital where he/she was admitted. This notice must occur on the first business day following the hospital admission, or as soon as medically possible. If the Enrollee is unable to contact the Plan personally or ask another person to do so, the notification may be delayed. A delay is only allowed until the Enrollee is able to notify the Plan or instruct some other person to notify the Plan. If the Enrollee is conscious and able to communicate with others, the Enrollee will be treated as able to notify the Plan. The Plan may refuse to reimburse the Enrollee for the cost of treatment if proper notice is not provided to the Plan.

5. Transfer. If an Enrollee is hospitalized in a non-Participating Provider hospital, the Plan will have the Enrollee transferred to a Participating Provider hospital as soon as medically feasible. The Plan will not cover any services provided by a non-Participating Provider to an Enrollee who has refused a medically feasible transfer. The Plan must approve in advance any expenses for care provided after the Enrollee is stabilized, and transfer to a Participating Provider is medically feasible.

#### **M. Maternity Benefits.**

1. Prenatal and Postnatal Office Visits. Prenatal and postnatal care visits are covered in the same manner as routine office visits with your Primary Care Physician.
2. Prenatal Diagnosis. The Plan will cover the prenatal diagnosis of congenital disorders of the fetus. This coverage applies to screening and diagnostic procedures during the pregnancy of the Enrollee when Medically Necessary.
3. Complications of Pregnancy. The Plan will cover a sickness or disease which is a complication of the Enrollee's pregnancy or child birth. Complications of pregnancy shall mean (1) conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and (2) non-elective cesarean section, ectopic pregnancy, which is terminated, and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.
4. Hospitalization for Delivery. The Plan will cover the Enrollee's hospitalization for delivery. The hospital stay following a normal vaginal delivery will not be less than forty-eight (48) hours. If forty-eight hours (48) ends after 8 p.m., coverage will continue until 8 a.m. the following morning. The hospital stay following a caesarean section will not be less than ninety-six (96) hours. If ninety-six (96) hours ends after 8 p.m., coverage will continue until 8 a.m. the following morning. These time-frames could be less at the discretion of the attending physician and the Member.

#### **N. Family Planning and Infertility Services.**

1. Family Planning. The Plan will cover family planning counseling and the provision of information about birth control. Coverage also includes the insertion of contraceptive devices and the fitting of diaphragms. The Plan also covers the provision of vasectomies and tubal ligation procedures performed by a Participating Provider. Oral contraceptives, including emergency contraceptives, and Depo-Provera injections are covered under the Enrollee's pharmacy benefit.
2. Infertility Services. The Plan will cover Medically Necessary diagnostic infertility testing services. However, the Plan will not cover more than six (6) testing visits for a female Enrollee; and the Plan will not cover more than four (4) testing visits for a male Enrollee. The Plan does not cover the treatment of infertility or any fertility treatment medications.



## **O. Home Health Care Services.**

1. General Coverage. The Plan will cover home health care provided to an Enrollee who is under the direct care of a Participating Provider. Services will include visits to the Enrollee by Participating Providers. Visits will be limited to the usual and customary time required to perform the particular services.
2. Limitations. Coverage of home health care by the Plan is subject to the following conditions and limitations:
  - The care provided must follow an Authorized Home Health Treatment Plan.
  - Services will be covered only if hospitalization or skilled nursing facility confinement would be required if such home health services and benefits were not provided.
  - The services provided will be limited to the professional services of a registered or licensed vocational nurse, and short term physical therapy services.
  - Daily coverage is limited to what the Plan would pay a Participating Provider skilled nursing facility for twenty-four (24) hour skilled nursing services.
  - Visits are limited to no more than 28 hours a week.

## **P. Durable Medical Equipment.**

1. General Coverage. With respect to durable medical equipment, the Plan will cover an Enrollee's rental; purchase; maintenance or repair, when necessary due to accidental irreparable damage, or due to changes in the condition or size of the Enrollee; home administered oxygen, corrective appliances and artificial aids and braces; prosthetic and orthotic appliances, and/or fittings for such devices; and prescription lenses following a cataract operation or to replace organic lenses missing because of congenital absence; and diabetic equipment (i.e. glucometer). Such durable medical equipment must be provided or distributed through a Participating Provider hospital or other Participating Provider. A Written Referral is also required.
2. Limitations. The Plan's coverage of durable medical equipment each Plan Year is limited to five (5) units. Small dollar items are excluded from these limits. These limits do not apply to prosthetic arms and legs.
3. Prosthetic Arms and/or Legs. The Plan will cover an Enrollee's prosthetic arms and/or legs at the rate applied by Medicare for such benefits. Covered prosthetics are limited to the most appropriate model that adequately meets the medical needs of the Enrollee. Prosthetic arms and/or legs and related service must be provided by a Participating Provider vendor. The Plan will cover repairs and replacements of prosthetic arms and/or legs. However, the Plan will not cover repairs and replacements that are necessary because of misuse or loss.
4. Orthotics. Orthotic devices are those rigid or semi-rigid external devices that are required to support or correct a defective form or function of a body part that is not functioning correctly or is diseased or injured. Orthotic devices are covered when Medically Necessary and require a Written Referral. Corrective shoes and orthotic devices for podiatric use and arch supports, except for diabetic shoes, are not covered.
5. Breast Pumps. Breast pump rentals are covered. Purchase of Plan approved breast pumps are also covered.



## **Q. Organ and Tissue Transplants.**

1. General Coverage. The Plan will cover the following transplants when provided in a Specialty Care Center: heart; lung; heart/lung; liver; kidney; pancreas for uremic insulin-dependent diabetics concurrently receiving a kidney transplant; cornea; bone marrow for treatment of neuroblastoma and Hodgkins or non-Hodgkins lymphoma; autologous or allogeneic bone marrow transplants and stem cell rescue or hematopoietic support only for malignant tumors when necessary to support high dose chemotherapy, (and in that event the high dose chemotherapy is covered); and autologous or allogeneic bone marrow transplants and/or stem cell rescue only for aplastic anemia, leukemia, hereditary severe combined immunodeficiency disease, Wiskott-Aldrich Syndrome, and high risk stage II and III breast cancer.
2. Related Items. The Plan will also cover services, supplies and pharmaceuticals required in connection with a covered transplant procedure. This includes valuation of an Enrollee as a transplant candidate; tissue typing; covered transplant procedure; scheduled follow-up care and anti-rejection medication.
3. Donors. When the recipient of a covered transplant is an Enrollee, the Plan will pay for certain donor costs. This includes costs directly relating to the acceptability of an organ. It also includes the costs of services directly related to surgical removal of the organ for the donor. It also includes the costs of treating complications directly resulting from the surgery. All of these costs are subject to the other limits of the Plan. Coverage applies only if the donor is not eligible for coverage under any other health care plan or government funding program.
4. Conditions. All transplant services require a Written Referral. However, the Enrollee must first be accepted into the transplant program at one of the Plan's Specialty Care Centers. Coverage may also be subject to approval by an appropriate evaluation committee designated by the Plan. The committee will have complete decision-making power in determining whether or not a transplant will be covered. The committee will consider factors such as the treatment's effectiveness in improving the length and quality of life; the mortality and morbidity associated with the treatment; alternative treatment methods; the current medical and scientific literature; the positions of governmental agencies regarding the treatment; community standards of care; and the Enrollee's physical and mental condition.
5. Exclusions. The Plan does not cover organ or bone marrow search, selection, transportation or storage costs.





## R. Hospice.

1. General Coverage. The Plan covers physical, psychological, spiritual and bereavement care for terminally ill Enrollees and their families. The services cover a range of inpatient and twenty-four (24) hour on-call home care. The care may be provided in the home. It could also be provided in a Participating Provider hospice facility; and/or other Participating Provider facility. Services include, but are not limited to the following: nursing services; physician services; certified nurse aide services; nursing services of other assistants; homemaker services; physical therapy services; pastoral care; counseling; trained volunteer services; and social services. Other benefits available through hospice are covered by the Plan. Such benefits are subject to the other limitations in this Evidence of Coverage and include:
  - medical supplies;
  - drugs and biologicals;
  - prosthesis and orthopedic appliances;
  - oxygen and respiratory supplies;
  - diagnostic testing;
  - renting or purchase of durable medical equipment; and
  - transportation.
2. Limitations. Hospice care is subject to the following conditions and limitations:
  - All hospice services must be provided under active management through a hospice. The hospice is responsible for coordinating all hospice care services. This is true regardless of the location or facility providing services.
  - Hospice services are allowed only for Enrollees who are terminally ill and have a life expectancy of six (6) months or less. An Enrollee may live beyond the prognosis for life expectancy. In this case benefits will continue at the same rate for an additional benefit period. After the exhaustion of three (3) benefit periods the Plan's case managements staff shall work with the member's attending physician and the hospice's medical director to determine the appropriateness of continued hospice care.
  - Hospice services require a Written Referral.
  - Hospice services must be reviewed periodically by the Enrollee's Primary Care Physician.
  - Bereavement support services for the family of the deceased Enrollee will be covered for up to three (3) months after the Enrollee's death.
  - Prior authorization is required by the hospice interdisciplinary team for short term acute patient care or continuous home care, which may be required during a period of crisis, for pain control or symptom management.

## S. Other Important Services.

1. Diabetes. The Plan's coverage of an Enrollee's diabetes includes equipment; supplies; and outpatient self-management training and education. It also includes medical nutrition therapy, if prescribed by a Participating Provider. The Plan will cover equipment, such as a glucometer, as durable medical equipment. Please refer to the section relating to Durable Medical Equipment above. The Plan will cover supplies such as test strips and lancets at 80%, if the Enrollee has Written Referral. Diabetic education classes for insulin dependent diabetes and pregnancy induced diabetes are also covered.



2. Skilled Nursing Care. The Plan will cover an Enrollee's skilled nursing services. Such services must be provided in a Participating Provider skilled nursing facility. These services also require a Written Referral. Coverage by the Plan is limited to one-hundred (100) days per Plan Year.
3. Rehabilitative Services. The Plan will cover services of licensed therapists providing short term rehabilitative services, including physical, occupational and speech therapies. Coverage by the Plan is limited to two (2) months of inpatient services and twenty (20) outpatient visits per therapy (physical, occupational, speech) per Plan Year. The sixty (60) day inpatient period begins with the first therapist visit. Rehabilitative services require a Written Referral. The Plan will not cover services for chronic or recurring conditions that do not show sustained significant improvement within the allowed time frame.
4. Habilitative Services. Habilitative services include services that help a person keep, learn or improve skills and functioning for daily living. Examples include therapy for a Covered Child who is not walking or talking at the expected age. These services include physical therapy; occupational therapy; speech-language pathology; and other services for Enrollees with disabilities. Coverage by the Plan is limited to two months of inpatient services and twenty (20) outpatient visits per therapy (physical, occupational, speech) per Plan Year. Habilitative services require a Written Referral. The Plan will not cover services for chronic or recurring conditions that do not show sustained significant improvement within the allowed time frame.
5. Cardiac Rehabilitation. Treatment in a program is provided if prescribed or recommended by a Participating Physician and provided by participating therapists at participating facilities. Clinical criteria are used to determine appropriate candidacy for the program, which consists of an initial evaluation, no more than eighteen (18) cardiac rehabilitation exercise and counseling sessions and a final evaluation to be completed within a six month period.
6. Pulmonary Rehabilitation. Treatment in a program is provided if prescribed or recommended by a Participating Physician and provided by participating therapists at participating facilities. Clinical criteria are used to determine appropriate candidacy for the program, which consists of an initial evaluation, six (6) educational sessions and up to twelve (12) exercise sessions and a final evaluation to be completed within a two to three month period.
7. Continuing Care. If an Enrollee is hospitalized within a non-Participating Provider hospital, the Enrollee may return to such hospital for follow-up care. However, the Plan will cover such follow-up care only if the non-Participating Provider hospital is willing to accept payment from the Plan at the rates payable to Participating Providers. All other limitations and conditions of the Plan would apply.
8. Health Education Services. The Plan will cover instruction in the appropriate use of health services. This includes information on the ways each Enrollee can maintain of his/her own health. Such instruction must be provided by a Primary Care Physician. It could also be provided by another Participating Provider with a Written Referral. Health education services include instruction in personal health care measures and information about services. For example, instruction may include recommendations on generally accepted medical standards and the frequency of services.
9. Oral Surgery/Dental Anesthesia Services. The Plan will cover the following oral surgery services for an Enrollee who obtains a Written Referral:
  - Care for the treatment of acute facial fractures;
  - Treatment of neoplasms (tumors) of the face, facial bones, or mouth;
  - Treatment of congenital defects causing significant respiratory or ingestive dysfunction;



and

- Treatment of disorders related to temporomandibular joint syndrome causing significant respiratory or ingestive dysfunction;
- Treatment for accidental injury to sound natural teeth, (limited to treatment of traumatized teeth and surrounding tissue provided within twenty-four (24) hours after injury).

No other oral surgery services are covered by the Plan unless they are required by Colorado law.

10. Eye Exams. The Plan will cover eye examinations provided by an Enrollee's Primary Care Physician to determine the need for vision correction. This is in addition to the pediatric vision services described in the section above relating to Child Dental and Vision Benefits. Eye examinations for the purpose of determining the need for corrective lenses are not covered. Vision hardware and corrective appliances are not covered.
11. Hearing Exams. The Plan will cover hearing tests in support of a diagnosis and medically-covered condition. This is in addition to the benefits described in the section above relating to Child Speech and Hearing Benefits. The Plan does not include audiometry and tympanograms not in support of a diagnosis. The Plan does not cover hearing aids and other corrective appliances, except as provided in the Child Speech and Hearing Benefits section.
12. Prescription Drugs. Outpatient retail prescription drugs are covered under the Plan's prescription drug program.
13. Oral chemotherapy. The Plan will pay for oral chemotherapy medications. Coverage applies to the extent the Enrollee's cost would not exceed the Coinsurance percentage or the Co-payment amount of an intravenously administered or injected cancer medication prescribed for the same purpose. These drugs must be FDA approved for the cancer being treated. They must also be part of the approved protocol of care. They must also meet all formulary qualifications.
14. Clinical Trials. Covered Services may be eligible for coverage when received in connection with a clinical trial if all of the following conditions are met:
  - The services would have been covered if they were not related to a clinical trial.
  - You are eligible to participate in the clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening condition (a condition from which the likelihood of death is probably unless the course of the condition is interrupted), as determined in one of the following ways:
    - A Participating Provider makes this determination and the Plan's Medical Director is in agreement.
    - You provide us with medical and scientific information establishing this determination and it is approved by the Plan's Medical Director.
  - If any Participating Providers participate in the clinical trial and will accept you as a participant in the clinical trial, you must participate in the clinical trial through a Participating Provider unless the clinical trial is outside the state where you live.
  - The clinical trial is approved under the September 19, 2000 Medicare National Coverage Decision regarding clinical trials; as amended,
  - The patient has signed a statement of consent.

For Covered Services related to a clinical trial, you will pay the applicable cost share as shown on your SBC that you would pay if the Covered Services were not related to a clinical trial.

Clinical Trial exclusions include the following:



- Any part of the Clinical Trial that is paid for by a government or biotechnical, pharmaceutical or medical industry entity.
- Any drug or device used in a Clinical Trial that is paid for by the manufacturer, distributor or provider of the drug or device.
- Extraneous expenses related to participation in the clinical trial or study including, but not limited to, travel, housing, and other expenses that a participant or person accompanying a participant may incur.
- An item or service that is provided solely to satisfy a need for data collection or analysis that is not directly related to the clinical management of the participant.
- Costs for the management of research relating to the clinical trial or study.
- Health care services that, except for the fact that they are being provided in a clinical trial, are otherwise specifically excluded from coverage under the participants Covered Services.

Nothing in this section shall:

- Preclude the Plan from asserting the right to seek reimbursement from the entity conducting the clinical trial or study for expenses arising from complications caused by a drug or device used in the clinical trial or study.
- Be interpreted to provide a private cause of action against the Plan for damages arising as a result of compliance with this coverage requirement.

For the purposes of this section the following definitions apply:

- "Clinical Trial" means an experiment in which a drug or device is administered to, dispensed to, or used by one or more human subjects. An experiment may include the use of a combination of drugs as well as the use of a drug in combination with an alternative therapy or dietary supplement.
- "Routine patient care cost" means all items and services that are a benefit under a health coverage plan that would be covered if the covered person were not involved in either the experimental or the control arms of a clinical trial; except the investigational item or service, itself; items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; items and services customarily provided by the research sponsors free of charge for any enrollee in the trial; routine costs in clinical trials that include items or services that are typically provided absent a clinical trial; items or services required solely for the provision of the investigational items or services, the clinically appropriate monitoring of the effects of the item of service, or the prevention of complications; and items or services needed for reasonable and necessary care arising from the provision of an investigational item or service, including the diagnosis or treatment of complications.

#### **T. Medical Care Provided Outside of Service Area.**

1. Urgent Care. The Plan will cover urgent care that is provided to an Enrollee outside of the Service Area (by a non-Participating Provider). This is true only if the care is provided by a facility other than a hospital or emergency room.
2. Emergency Care. The Plan will cover care that is provided to an Enrollee outside of the Service Area (by a non-Participating Provider) in a Medical Emergency. This coverage will be subject to the terms described in the section above relating to Emergency Services. All follow-up care must be provided within the Service Area by a Participating Provider, except as otherwise stated in this Evidence of Coverage.



## U. Cancer Drugs.

1. Off Label Use. Cancer drugs that have not been approved by the United States Food and Drug Administration for treatment of a specific type of cancer for which a drug has been prescribed, by a Participating Provider shall be covered if the drug is recognized for treatment of that cancer in the authoritative reference compendia as identified by the Secretary of the United States Department of Health and Human Services and the treatment is for a covered condition.

### **LIMITATIONS/EXCLUSIONS (WHAT IS NOT COVERED)**

All the following services, accommodations, care, equipment, medications or supplies are expressly excluded from Plan coverage:

1. Any care that is not Medically Necessary, as determined by the Plan.
2. Any care that is not in accordance with accepted medical standards.
3. All services or supplies that exceed any maximum time limitation (days or visits) identified in this Evidence of Coverage.
4. Cochlear transplants.
5. Medical, surgical or other health care procedures, treatments, devices, products or services that are experimental or investigative.
6. Services by a non-Participating Provider, except in the case of an Enrollee's Medical Emergency or the Enrollee's need for urgent care.
7. Services or supplies for any illness, condition or injury received while incarcerated in a county, State or Federal penal facility.
8. A private room or services of private or special duty nurses, other than as Medically Necessary, when an Enrollee is an inpatient in a hospital.
9. Services of any provider other than a physician, a provider acting under the supervision of a physician or certified nurse midwife, or a provider whose services must be covered by health maintenance organizations under the laws of the State of Colorado. Examples of providers whose services are not covered include but are not limited to physiologists, homeopaths, naturopaths, rolfers, religious practitioners, and hypnotherapists.
10. Acupuncture, manipulation therapies and acupressure whether or not provided by a physician.
11. Services performed in connection with treatment to teeth or gums; upper or lower jaw augmentation or reduction or cosmetic reconstruction; or orthognathic surgery. These services include treatment for disorders of the temporomandibular joint, regardless of the cause, except those services specifically covered under this Evidence of Coverage. All dental services not identified in this Evidence of Coverage. Treatment of disease or pain related to temporomandibular joint dysfunction, except those services specifically covered under this Evidence of Coverage. General anesthesia for dental procedures except those services specifically covered under this Evidence of Coverage.
12. Nursing homes and custodial care.
13. Eye refractions or examinations, except as specifically covered under this Evidence of Coverage. Eye glasses and all other types of vision hardware or vision corrective appliances. This includes



contact lenses; eye exercises; visual analysis; therapy or training; radial keratoplasty; photo refractive keratotomy; and clear lensectomy.

14. Hearing screening exams except as specifically covered under this Evidence of Coverage Hearing aids, masking devices or other hearing devices or the fitting of such devices, except as specifically covered under this Evidence of Coverage.
15. Deluxe durable medical equipment or prosthetic or orthotic appliances, unless Medically Necessary as determined by the Plan.
16. Durable medical equipment, prosthetic and orthotic appliances and cataract lenses ordered prior to the effective date of Plan coverage. This is true even if they are delivered after the effective date of Plan coverage.
17. Repair or replacement of any durable medical equipment, prosthetic or orthotic appliance resulting from misuse.
18. Batteries. Physician equipment such as sphygmomanometers, stethoscopes, etc.
19. All disposable, non-prescription, or over-the-counter supplies. This includes items such as ace bandages and splints; exercise and hygiene equipment; corrective shoes and arch supports; and support garments. It also includes devices not exclusively medical in nature, such as, but not limited to, sauna baths; spas; elevators; air conditioners or filters; humidifiers and dehumidifiers; equipment that can be used after the medical need is over, such as orthopedic chairs and motorized scooters; and modifications to the home or motorized vehicles.
20. Surgery or other health care services or supplies to correct or restore or enhance body parts not likely to result in significant improvement in bodily function. This includes, but not limited to, breast implants. The Plan shall have sole discretion to determine whether the services are likely to result in significant improvement in function.
21. Cosmetic products; health and beauty aids; and services and medications related to the diagnosis and treatment of, or to reverse or retard the effects of, aging of the skin.
22. Preparation and presentation of medical or psychological reports or physical examinations required primarily for the protection and convenience of the Enrollee or third parties. This includes, but is not limited to, examinations or reports for school events; camp; employment; marriage; trials or hearings; and licensing and insurance. However, examinations may be covered when performed as a scheduled physical examination.
23. Immunizations required for the purpose of travel outside of the continental United States.
24. All military service connected conditions.
25. Payment for care for conditions that State or local law requires be treated in a public facility.
26. Reversal of voluntary, surgically induced infertility (sterilization).
27. Sex transformation surgeries.
28. Artificial insemination, invitro fertilization and gamete interfallopian transfer procedures.
29. Complications caused by treatment of infertility.
30. Elective abortions.



31. Diagnosis, treatment and rehabilitation services for obesity; non-Covered Services related to obesity; weight-loss educational services; diet supplements; weight loss surgery or complications caused by weight loss surgery.
32. All organ and tissue transplants or autologous stem cell rescue not explicitly identified as covered.
33. Services for an organ donor or prospective organ donor when the transplant recipient is not an Enrollee.
34. Organ and bone marrow search, selection, transportation and storage costs.
35. High dose chemotherapy which requires the support of a non-covered bone marrow transplant or autologous stem cell rescue.
36. Transplants disapproved by the appropriate evaluation committee.
37. Bone marrow transplantation for human gene therapy (enzyme deficiencies, severe hemoglobinopathies, primary lysosomal storage disorders).
38. Personal comfort items, such as television; telephone; lotions; shampoos; meals in the home; guest meals in inpatient facilities; housekeeping services, etc.
39. Diagnosis and treatment for mental retardation; learning or behavioral disorders, psychosocial problems, speech delay, conceptual handicap or developmental disability or delay, or dyslexia.
40. Unless specifically identified as being covered, any testing for ability; developmental status; intelligence; aptitude or interest; or sleep therapy for insomnia.
41. Long term rehabilitative services.
42. Surgical treatment or hospitalization for treatment of impotency, prosthetics or aids.
43. Genetic testing, counseling or engineering, except prenatal diagnosis of congenital disorders as specifically identified in this Evidence of Coverage.
44. Recreational or educational therapy; non-medical self-help training or therapy; and sleep therapy.
45. Bone and eye bank charges.
46. Counseling or training in connection with family, sexual, marital, or occupational issues; cardiac rehabilitation classes or programs; and diabetes classes for situations other than newly diagnosed diabetes and pregnancy induced diabetes.
47. Orthoptics; pleoptics; visual analysis; visual therapy and/or training.
48. Services that the Enrollee would not have to pay for in the absence of Plan coverage.
49. Services provided by a person who lives in the Enrollee's home. Services provided by an immediate relative of the Enrollee.
50. The treatment of any injury or illness that arises out of, or as the result of, any work for wage or profit. However, this exclusion will not apply when the Enrollee is not required to be covered by a workers' compensation policy, and, in fact does not have such coverage. This would apply in the case of:
  - a sole proprietor, if the employer is a proprietorship;



- a partner of the employer, if the employer is a partnership; or
  - an executive officer of the employer, if the employer is a corporation.
51. Prescriptions relating to an inpatient/outpatient confinement filled at a hospital pharmacy prior to discharge (take-home medications).
  52. Non-legend drugs other than insulin.
  53. Injectables obtained through a pharmacy (other than insulin).
  54. Legend drugs that have an over-the-counter equivalent (e.g., Monistat 7, Disobrom, etc.).
  55. Anorectics and diet formulations used for the purpose of weight loss.
  56. Nystatin oral powder; progesterone suppositories and oral suspension; and growth hormones. All forms of Benzoyl Peroxide.
  57. Medications with no approved indications.
  58. Immunization agents; biological sera; and prescriptions filled by non-Participating Provider pharmacies.
  59. Prescriptions that an Enrollee is entitled to receive without charge from any workers' compensation law or automobile accident liability insurance.
  60. Drugs that are labeled "Caution - limited by Federal law to investigational use," or experimental drugs even though a charge may be made to the recipient.
  61. Refilling a prescription in excess of the number specified. Any refill dispensed after one year from the original order.
  62. Psychiatric therapy as a condition of parole, probation, or court order, unless specifically identified as being covered.
  63. Services or supplies for the treatment of intractable pain and/or chronic pain.
  64. Treatment at pain clinics and chronic pain centers.
  65. Hair analysis.
  66. Routine foot care (including treatment for corns, calluses, and cutting of nails). Foot care in connection with flat feet; fallen arches; weak feet; chronic foot strain; or symptomatic complaints of the feet.
  67. Post-partum exercises.
  68. Services for conditions arising from or worsening as a result of the Enrollee's refusal to accept treatment recommended by a Participating Provider.
  69. Services not rendered in accordance with Plan policies and procedures. Services rendered by non-participating Providers (except for Medical Emergencies and urgent care situations).
  70. Any ambulance services that are not Medically Necessary. Medically Necessary ambulance service is provided if authorized prior to transport by the Enrollee's Primary Care Physician or





approved after transport as Medically Necessary by the Plan. The Plan does not provide ambulance transportation due to the absence of other transportation on the part of the Enrollee. An ambulance ordered by a neighbor, relative, school officer, employer, etc. may be denied for coverage if the service is not Medically Necessary, as determined by the Plan.

## **MEMBER PAYMENT RESPONSIBILITY**

### **Monthly Premiums.**

In exchange for Plan coverage, you will be required to pay monthly Premiums to the Carrier. However, your Premiums may be reduced if you are eligible for Premium Advances. Premium Advances will be sent directly to the Carrier from the Federal government.

The Carrier will send you a monthly bill for the amount of Premiums you owe. Your coverage may be terminated if you fail to pay your Premiums timely. The Plan's right to terminate your coverage is described in the Effective Date of Termination of Coverage section.

### **Payments Outlined in the SBC.**

You will be responsible for paying the Co-payment, Coinsurance and Deductible amounts described in the SBC. Your Out-of-Pocket Maximum includes all Co-payments, Coinsurance and Deductible amounts. However, these amounts may be reduced if you are eligible for Cost-sharing Subsidies.

You will also be responsible for paying for any health care services that do not qualify as Covered Services. Finally, in most cases, you will be required to pay for those health care services that you receive from a health care provider who/which is not a Participating Provider, and for those health care services that were provided without a Written Referral from the Plan.

## **Coordination with Other Coverage**

### **Other Coverage.**

The amount of any payment by the Plan for Covered Services provided to an Enrollee may be reduced if the Enrollee is covered under another health care plan. This may be the case even if the Enrollee does not submit a claim to the other plan. The Plan will pay the lesser of:

- the full amount payable for the Covered Services under the Plan, or
- an amount that, when added to the amount payable under the other plan, will be no more than the amount payable by the Plan for the Covered Services.

### **Medicare COB.**

Medicare will be primary except as required by law.

### **Auto Insurance Benefits COB.**

- **Coordination with Auto Coverage.** Your benefits under this Contract will be coordinated with any no fault coverage or other automobile insurance that provides medical payment coverage or medical expense coverage in any form as allowed by law.
- **Payment.** If you are eligible for benefits under Auto Coverage, such coverage will be primary and responsible for all benefits payable under Auto Coverage. If you are eligible for coverage under more than one automobile insurance policy, each policy will pay its maximum Auto Coverage before we will make any payments. We apply payments made by Auto Coverage to any Cost Sharing payable under this Contract as required by law. We may request proof that Auto Coverage has paid all benefits required. If we request information you must give it to us before we are obliged to make any payments.



- Settlement of Auto Coverage Claims. You may not release or settle any Auto Coverage claims without our written consent if we paid or may have to pay benefits for services that would be covered by the Auto Coverage. If you release or settle an Auto Coverage claim without our consent we may refuse to provide benefits for services that would be provided to you by the Auto Coverage. If you release or settle an Auto Coverage claim without our consent we may refuse to provide benefits for services that would be provided to you by the Auto Coverage. We may also recover amounts you got under the Auto Coverage for any benefits we provided that should have been provided to you by the Auto Coverage. Amounts you get or may get for future health care services that would be provided by the Auto Coverage will be placed in a trust account as directed by us for payment of these services.

#### Prior Coverage.

Unless not allowed by law, Benefits under this Contract shall be secondary for care provided during the period of extension of benefits or as the result of accrued liabilities of the Enrollee's prior coverage, if any.

#### No Double Recovery

In no event will you be entitled to obtain double recovery from Policies for health care services provided to you.

#### Insurance With Other Insurers

This applies if you have double coverage and no other coordination of benefits provisions apply. This generally occurs where one of the policies that provides double coverage is not a group policy.

For this Section, "Other Valid Coverage" means coverage provided by:

- Entities subject to the insurance laws or regulations of Colorado or any other state or
- Hospital or medical service entities; or HMOs.

If you have Other Valid Coverage, not with us that provides benefits for the same Benefits as this Contract on a provision of service basis or on an expense incurred basis and you have not given us written notice of your Other Valid Coverage prior to the occurrence or start of loss, our only liability will be for:

- The proportion of the loss as the amount that would otherwise have been payable under this Contract, plus the total of like amounts under all such Other Valid Coverage for the same loss of which we had notice bears to the total like amounts under all valid coverages for such loss, and
- For the return of such portion of the Premiums paid that exceed the pro-rata portion for the amount so determined.

For the purpose of applying this provision when other coverage is on a provision-of-service basis, the "like amount" of such other coverage will be taken as the amount which the services rendered would have cost in the absence of such coverage.



## Recovery Rights of the Plan

### **Right of Subrogation/Reimbursement.**

In certain circumstances, you or your Covered Dependents (or the heirs, executor, or beneficiaries of you or your Covered Dependents) may have an obligation to reimburse the Plan for payments made to or on behalf of you or your Covered Dependents. This right of reimbursement arises if you or your Covered Dependents receive any benefits under the Plan as a result of an injury or illness, and there is a third party (including an insurance company) that is legally responsible for paying for your injuries (or your Covered Dependents' injuries).

In these cases, the Plan will have a legal right (known as a "right of subrogation") to recover any amounts that are payable by the third party (such as an insurance company).

In these cases, if you or your Covered Dependents receive a payment or settlement from the third party (such as an insurance company), you and your Covered Dependents agree to reimburse the Plan for any benefits paid by the Plan, and any expenses paid by the Plan in pursuing its right of recovery. This reimbursement obligation is not limited by the stated purpose of the payment from the third party or how the payment from the third party is characterized in any agreement, or judgment. This obligation to reimburse the Plan is not subject to offset or reduction by reason of any legal fees or other expenses incurred by you or your Covered Dependents in securing payment from the third party.

These subrogation and reimbursement obligations will apply to any full or partial recovery from a third party, even if you or your Covered Dependents have not been "made whole" for the losses relating to the injury or illness or caused by the third party. The Plan's right of reimbursement will have first priority over you and your Covered Dependents to the extent of any benefits (and expenses) paid by the Plan. If you or your Covered Dependents receive payment as part of a settlement or judgment from any third party as a result of an illness or injury, and the Plan claims that some or all of those funds are owed to the Plan, you and your Covered Dependents agree to hold those funds in trust, either in a separate bank account in your name or in your attorney's (or your Covered Dependents' attorney's) trust account. You agree that you will serve as a trustee over those funds to the extent of the benefits paid by the Plan.

**You agree to notify the Plan, in writing, of any benefits paid by the Plan that arise out of any illness or injury that was caused by a third party.** You also agree to provide the Plan with the following information, in writing:

- the name and address of the party that caused the injury, the facts of the accident, and any other information reasonably necessary to protect Plans rights;
- all information about the other party's liability insurer(s), if known;
- information relating to any personal injury protection, underinsured or uninsured motorist insurance or any other insurance, as well as a copy of any such insurance policy;
- notification of any claim or legal action filed or submitted against a third party (within sixty (60) days of submitting or filing such claim); and
- prior written notice of any intended settlement.

You may not (and your Covered Dependents may not) settle any claim or waive any right to be compensated by a third party (including an insurance company) without the Plan's prior written approval.

By filing a claim for and/or accepting benefits from the Plan, you and your Covered Dependents are considered to have consented to the Plan's subrogation and right of reimbursement. You and your Covered Dependents are considered to have agreed to cooperate with the Plan in any way necessary to make, perfect or prosecute any related claim, right or cause of action. You or your Covered Dependents agree to



enter into a subrogation and reimbursement agreement with the Plan, if the Plan requests such an agreement. You and your Covered Dependents may not do anything that would prejudice or harm the rights of the Plan to pursue its rights of reimbursement and subrogation. The payment of any claims to or on behalf of you or your Covered Dependents may be delayed, withheld, or denied unless you and your Covered Dependents cooperate fully and enter into an agreement when requested by the Plan.

Colorado Statutes will govern Subrogation and Recovery Rights. If anything in this section is not in accordance with Colorado Statutes then it shall be superseded by Colorado Statutes.

**Right to Offset Future Payments.**

If the Plan sends you or your Covered Dependent a payment by mistake, or the Plan overpays an amount owed to you or your Covered Dependent, the Plan may reduce, by the amount of the error, future amounts payable to you or your Covered Dependent. This right to offset does not limit the Plan's right to recover an erroneous payment in any other manner.

**Assignment of Rights.**

You may not assign (transfer) any of your rights or benefits under the Plan to another person. You may not assign (transfer) any claim, right of recovery or right to payment you may have against the Plan. However, you are permitted to assign (transfer), in writing, any amount payable to you by the Plan, for Covered Services provided to you (or your Covered Dependents).

## **CLAIMS PROCEDURE (HOW TO FILE A CLAIM)**

**Health Care Provider May Submit Claim.**

In most cases, when you or your Covered Dependents receive health care services, the health care provider will send a claim directly to the Plan for payment. The health care provider is able to do this, because the Plan's information is set forth on your identification card.

**Claims You Submit to the Plan.**

In other cases (such as when you fail to produce your identification card), you may be required to pay the health care provider for all services at the time the care is provided. If this happens, you may file a written claim with the Plan. If you file your claim in a timely manner, the Plan will reimburse you for the amount you paid for the Covered Services that were provided up to the contracted rate with the provider. However, the Plan will not reimburse you for any Co-payment, Coinsurance or Deductible amounts that you were required to pay to the health care provider.

In some cases, the health care provider may agree to send you a bill for the health care services provided. If this happens, you may file a written claim with the Plan. If you file your claim in a timely manner, the Plan will pay the health care provider for the Covered Services that were provided at the contracted rate with the provider. However, the Plan will not pay for any Co-payment, Coinsurance or Deductible amounts you owe to the health care provider. You are responsible for making sure that you receive the bill from the health care provider on a timely basis. If you do not file your claim in a timely manner, the Plan will not pay the health care provider. Instead, you will be required to pay for all of the health care services that were provided.

**Timing and Contents of Claim.**

If you are submitting a claim to the Plan, you must do so within ninety (90) days of the date that the health care services were provided. Your claim must include the diagnosis, the type of treatment rendered, the date of service, the name and address of the health care provider, the charges for the care, the name of the Enrollee, and the Enrollee's identification number. If you have already paid the health care provider, you must also include receipts showing your payment.



All claims should be sent to: Colorado Choice Health Plans  
700 Main Street, Suite #100  
Alamosa, CO 81101  
Attention: Claims Director.

All clean claims shall be paid, denied or settled within thirty (30) calendar days after receipt by the Plan if submitted electronically and within forty-five (45) calendar days after receipt by the Plan if submitted by any other means.

If the resolution of a claim requires additional information (the claim is not a clean claim), the Plan shall, within thirty (30) calendar days after receipt of the claim give the provider, policyholder, insured or patient, as appropriate, a full explanation in writing of the additional information needed to resolve the claim. If the requested information is not received within thirty (30) days the claims could be denied.

Absent fraud, all claims (except clean claims) shall be paid, denied or settled within ninety (90) calendar days after they are received by the Plan.

### **Reminders.**

It is important to remember that, in most cases, the Plan will only pay for health care services provided by a Participating Provider. It is also important to remember that the Plan will only pay for services that are Covered Services. If you are being reimbursed for a payment you have made to a Participating Provider, you will be reimbursed at the Plan's contracted rate with the Participating Provider. If you fail to submit your claim within the required ninety (90) day period, your claim will be denied.

## **Claim Notifications**

### **If a Claim is Denied.**

If your claim, or any part of your claim, is denied, the Plan will notify you in writing. The written notice will contain the following information:

- specific reasons for the denial;
- an explanation of the medical basis for the decision, if applicable;
- specific reference to relevant Plan provisions;
- a description of any additional material or information necessary for you to perfect your claim, and an explanation of why such material or information is necessary; and
- information as to the steps you can take if you wish to appeal the decision.

The notice may also include any information regarding an internal rule, guideline or protocol that was relied on in making the benefit decision. If the denial is based on medical necessity, experimental treatment or a similar exclusion or limit, the notice may contain an explanation of the scientific or clinical judgment used in making the decision. If the notice does not contain this information, the notice will contain a statement that this information will be provided to you upon written request at no charge.

### **Timing of the Notice.**

After the Plan reviews your claim, the Plan will notify you of any decision to deny your claim. Notice will be provided within the following timeframes, depending on the type of claim involved:

- **For Urgent Care Claims.** You will receive notice of the Plan's decision within seventy-two (72) hours after the Plan's receipt of your claim, unless you do not provide enough information for the Plan to determine whether or to what extent benefits are payable under the Plan. If this occurs,



the Plan will notify you of the deficiency within twenty-four (24) hours after the Plan's receipt of your claim. You will have a reasonable amount of time, not less than forty-eight (48) hours, to provide the additional necessary information. The Plan will then notify you of its decision as soon as possible, but no later than forty-eight (48) hours after the earlier of (i) the Plan's receipt of the additional information, or (ii) the end of the time period given to you to provide additional information.

An "Urgent Care Claim" is a claim for medical care or treatment where a delay in making a decision could (a) jeopardize the life or health of you or your Covered Dependent or the ability of you or your Covered Dependent to regain maximum function, or, (b) in the opinion of your health care provider or your Covered Dependent's health care provider, would subject you or your Covered Dependent to severe pain that cannot be adequately managed without the requested treatment.

- For Pre-Service Claims. You will receive notice of the Plan's decision within a reasonable time, but no longer than fifteen (15) days after the Plan's receipt of your claim. An extension of an additional fifteen (15) days may be available due to matters beyond the control of the Plan. However, this extension is only available if the Plan notifies you before the end of the first fifteen (15) days of the circumstances requiring the extension and the date by which the Plan expects to make a decision. If the extension is due to your failure to submit necessary information, the extension notice will describe the additional information needed. You will have at least forty-five (45) days to provide the additional information. The Plan will suspend the time period for responding to your claim until (i) you respond to the notice, or (ii) at least forty-five (45) days have passed since your receipt of the notice, whichever is earlier.

A "Pre-Service Claim" is a request for approval of a medical benefit where receipt of the medical benefit is conditioned, in whole or in part, on approval in advance of obtaining medical care. Examples include pre-authorization for hospital stays, second surgical opinions, etc.

- For Post-Service Claims. You will receive notice within a reasonable time, but no later than thirty (30) days after the Plan's receipt of your claim. This review period may be extended for fifteen (15) days due to matters beyond the Plan's control. However, this extension is only available if the Plan notifies you before the end of the first thirty (30) days of the circumstances requiring the extension and the date by which the Plan expects to make a decision. If the extension is due to your failure to submit necessary information, the extension notice will describe the additional information needed. The Plan will suspend the time period for responding to your claim until (i) you respond to the notice, or (ii) at least forty-five (45) days have passed since your receipt of the notice, whichever is earlier.

A "Post-Service Claim" is any claim for medical benefits that is not a Pre-Service Claim or an Urgent Claim.

- For Ongoing Treatment. If you are receiving ongoing treatments (i.e., treatment over a period of time or a specified number of treatments) that have been previously approved by the Plan, any reduction or termination of ongoing treatments is considered a denial. The Plan must notify you within a reasonable time prior to the reduction or termination of services.

If you request to extend urgent care beyond the approved period of time or number of treatments, the Plan will notify you of its decision as soon as possible, but no later than twenty-four (24) hours after receiving your claim. However, this will be the case only if your request was made at least twenty-four (24) hours in advance of the end of the approved ongoing treatment. If you do not make your claim at least twenty-four (24) hours before the expiration of the ongoing treatment, then the time frames for Urgent Care Claims (outlined above) will apply.

If your request to extend ongoing treatment does not involve urgent care, your claim will be treated as either a Pre-Service Claim or Post-Service Claim, as applicable.



**Claim Treated as Denied.**

If the Plan does not provide you with notice of a claim denial within the applicable time period set forth above, your claim will be considered denied as of the last day of the applicable review period.

## **GENERAL POLICY PROVISIONS**

**Coverage is Limited to Covered Services.**

A Participating Provider may provide, prescribe, order, recommend, approve, refer or direct a service or supply. However, this does not mean that the service or supply is a Covered Service. The health care services and supplies that are paid for by the Plan are identified in the BENEFITS/COVERAGE (WHAT IS COVERED) section. If a health care service or supply is not identified in the BENEFITS/COVERAGE (WHAT IS COVERED) section, it is not a Covered Service and will not be paid for by the Plan. This is the case even if the health care service or supply is not specifically identified in the LIMITATIONS/EXCLUSIONS (WHAT IS NOT COVERED AND PRE-EXISTING CONDITIONS) section.

**Covered Services Are Not Automatically Paid by the Plan.**

It is important to note that the Plan will pay for Covered Services only if other terms and conditions of the Plan are met. For example, in order for a Covered Service to be paid for by the Plan, the Covered Service must be Medically Necessary. The Medical Director must decide whether a Covered Service is Medically Necessary.

In most cases, the Covered Service must be performed by your Primary Care Physician or by another Participating Provider. Generally, if you receive Covered Services from a Participating Provider who/which is not your Primary Care Physician, you must first receive a Written Referral.

**No Lifetime Limits or Annual Limits.**

There is no lifetime dollar limit on the essential health benefits you may receive from the Plan. There is also no annual dollar limit on the essential health benefits you may receive from the Plan. However, there are other limits on your benefits. Those limits are described in this Evidence of Coverage.

**Access Plan.**

The Carrier has developed an "Access Plan." The Access Plan ensures that you and other Enrollees have access to an appropriate number and type of Participating Providers. The Access Plan is available upon request by mail and at the Plan's business office. The business office is located at:

Colorado Choice Health Plans  
700 Main Street, Suite #100  
Alamosa, Colorado 81101.



### **Case Management**

Our Case Management Program is free and voluntary. Your participation in the Program does not replace the care and services that you receive from your PCP and other Providers.

Entry into the Program may happen in many ways. For example:

- through completing your Health Risk Assessment
- our review of claims information
- a referral from a hospital care manager or one of your Providers
- self- referral

Experienced nurses can help you understand and get the care you need if you are overwhelmed with a new diagnosis or if you or your loved one has any special needs such as limited mobility or intellectual struggles.

If you feel you would benefit from our Care Management program you may call Colorado Choice at: (719) 589-3696 or (800) 475-8466

## **Special Rights of the Member**

### **Privacy.**

The Carrier will have access to information from your medical records, including information received from your health care providers seeking paying from the Plan. The Carrier is permitted to use and disclose such information only as reasonably necessary in administering your Plan benefits and complying with applicable law. The Carrier will protect the confidentiality and privacy of all such information in the manner required by applicable Federal and State law.

### **Health Status.**

An Enrollee may not be cancelled or non-renewed on the basis of the status of his/her health or health care needs.

## **TERMINATION/NONRENEWAL/CONTINUATION Termination of Plan Coverage**

### **End of Your Coverage.**

Your Plan coverage will end if:

- you fail to satisfy the eligibility conditions for participation in the Plan;
- you terminate your coverage in the Plan with appropriate notice to the Plan or C4HCO;
- you change from one C4HCO plan to another during the Open Enrollment Period or through special enrollment;
- you fail to pay your Premiums, and any applicable grace period has expired;
- you experience a Rescission of coverage;
- you engage in certain misconduct, as described in the Effective Date of Termination of Coverage section; or
- the Plan is terminated or is "decertified" by C4HCO.





### **End of Your Covered Dependents' Coverage.**

Generally, your Covered Dependents' coverage ends when your coverage ends. In addition, your Covered Dependents' coverage also ends if:

- he/she no longer meets the definition of a Child or a Spouse (for example: if your non-disabled son or daughter reaches age twenty-six (26));
- you (or your Covered Dependent) fails to make a Premium payment required for Dependent coverage; or
- the Plan no longer offers Dependent coverage.

### **Proof of Your Plan Coverage.**

When you and/or your Covered Dependents lose Plan coverage, the Carrier will provide you and/or such Dependents with a document called a "Certificate of Creditable Coverage." The Certificate of Creditable Coverage will indicate the time period that you and/or your Dependents were covered by the Plan.

If you need to request a Certificate of Creditable Coverage, you should contact the Carrier in writing at:

Colorado Choice Health Plans  
700 Main Street, Suite #100  
Alamosa, Colorado 81101.

Your request must include:

- your name and the names of your Dependents who were covered by the Plan;
- the time period of your coverage and your Dependents' coverage by the Plan;
- the mailing address where the Certificate of Creditable Coverage should be sent.

## **Effective Date of Termination of Coverage**

### **Requested Termination.**

If you (or any Covered Dependent) decides to terminate coverage under the Plan, coverage will end on the date indicated by you (or your Covered Dependent), if the Plan receives notice at least fourteen (14) days prior to such date. If the Plan does not receive fourteen (14) days' notice, coverage will end on the first of the month following the month after you (or your Covered Dependent) requests termination. However, if you (or any Covered Dependent) requests an earlier effective date for termination, and the Carrier is able to comply with such request, the Carrier may provide for termination before the end of the fourteen (14) day period. If you (or any Covered Dependent) is eligible for Medicaid, CHIP or a basic health plan (available to low-income individuals who are not eligible for Medicaid), the last day of Plan coverage is the day before such new coverage begins.

### **For Eligibility Failures.**

If you (or any Covered Dependent) is no longer eligible to participate in the Plan, Plan coverage will generally end on the last day of the month following the month in which C4HCO notifies you of such loss of eligibility, unless you request an earlier termination date as described above.

### **For Premium Payment Failures.**

If you fail to make a Premium payment that is required by the Plan and you are receiving Premium Advances, the Plan will allow a three (3) month grace period as long as you have paid at least one full month of Premiums during the Plan Year. The Plan will notify you of your failure to pay. During the first



month of the grace period, the Plan will continue to pay for your Covered Services (and your Covered Dependents' Covered Services). However, the Plan may pend (hold without paying) any claims it receives during the second and third month of the grace period relating to you or your Covered Dependents. If you fail to pay your outstanding Premiums within the three (3) month grace period, your coverage (and the coverage of your Covered Dependents) will end as of the last day of the first month of the three (3) month grace period.

If you fail to make a Premium payment that is required by the Plan and you are not receiving Premium Advances, the Plan will allow a thirty-one (31) day grace period, during which your coverage (and your Covered Dependents' coverage) will remain in effect. The Plan will notify you of your failure to pay. If you fail to pay your outstanding Premiums within the thirty-one (31) day grace period, termination of your coverage (and the coverage of your Covered Dependents) be effective as of the first day immediately following the date through which your Premiums have been paid.

**For Rescissions of Coverage.**

If you or any Covered Dependent commits a fraud against the Plan or intentionally misrepresents a material fact in connection with the Plan or the coverage, there will be a Rescission of your coverage (and the coverage of your Covered Dependents). In such a case, the Plan will provide you with thirty (30) days' advance written notice of the Rescission. However, the termination of coverage will be retroactive to the date of the event that caused the Rescission.

The Carrier will refund any contributions you made to the Plan relating to the period subject to the Rescission. However, the Carrier may subtract from the refunded contributions any amounts paid by the Plan for Covered Services (for you and your Covered Dependents) during such period. The Plan may also charge you for any amounts paid by the Plan for Covered Services (for you and your Covered Dependents) during such period, if those amounts are greater than the amount of your contributions for that period. Any unpaid claims for Covered Services (for you or your Covered Dependents) that relate to such period will, to the extent permitted by law, be denied by the Plan.

**Election of Other C4HCO Plan.**

If you (or any Covered Dependent) elect another C4HCO plan during the Open Enrollment Period or when a special enrollment right arises, coverage under this Plan will end on the day before the effective date of coverage under the new plan.

**For Misconduct.**

If you permit another person to use your Plan identification card or otherwise misuse the Plan, your Plan coverage (and the coverage of your Covered Dependents) may be cancelled upon thirty (30) days' prior written notice from the Carrier.

**For Other Reasons.**

If Plan coverage is being terminated because the Plan will no longer be offered by the Carrier; the Plan is being terminated or decertified; Dependent coverage is no longer being offered; or for some similar reason, you will be notified of the effective date of your termination of coverage (and/or your Covered Dependents' termination of coverage).



### **Impact on Hospitalized Enrollee.**

If Plan coverage is terminated while an Enrollee is hospitalized, the Enrollee will continue to be covered by the Plan for the period of the hospitalization, to the extent required by law.

## **Renewal Rights**

### **Right of Renewal.**

Generally, at the option of the Enrollee, the Carrier will renew or continue the coverage provided under the Plan.

### **Exceptions to Renewal Rights.**

The Carrier will not be required to renew an Enrollee's coverage if:

- the Enrollee has failed to pay any required Premium or has failed to timely pay Premiums;
- the Enrollee has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of a material fact with respect to the terms of coverage; or
- there are no longer any Enrollees living, working, or residing within the Service Area.

### **Discontinuing the Plan.**

The Carrier will also not be required to renew an Enrollee's coverage if the Carrier elects to discontinue offering the Plan and:

- provides notice of the decision not to renew coverage, at least ninety (90) days before the non-renewal of the Plan to each Enrollee;
- offers each Enrollee the option to purchase coverage under any other health benefit plan currently being offered by the Carrier in the State of Colorado and identifies the applicable special enrollment periods for each such plan; and
- provides the required notice and information to the Department of Insurance; and
- complies with any other applicable non-renewal requirements imposed by law.

### **Leaving the Individual Plan Market.**

The Carrier will also not be required to renew an Enrollee's coverage if the Carrier discontinues offering and renewing all of its individual plans in the State of Colorado and:

- provides notice of the decision to discontinue coverage at least one hundred eighty (180) days before the discontinuance to each Enrollee;
- provides notice to the Department of Insurance at least three (3) business days before the date the notice is sent to each Enrollee;
- continues to provide coverage through the first renewal period, not to exceed twelve (12) months, after providing the one hundred eighty (180) day notice to Enrollees; and
- complies with the other applicable non-renewal requirements under the law.



## **APPEALS AND COMPLAINTS**

### **Internal Appeal Procedures**

#### **Right to Appeal.**

The right to appeal applies to all Adverse Benefit Determinations. An "Adverse Benefit Determination" means a denial, reduction or termination of a benefit; or a failure to provide or make payment (in whole or in part) for a benefit. This includes a denial, reduction, termination or failure to provide or make payment based on:

- the application of any pre-authorization requirements or other utilization review requirements;
- the determination that the benefit is experimental or investigational;
- a determination that the benefit is not medically necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; or
- a Rescission of coverage.

The appeal will be reviewed by a physician, who will consult with his/her clinical peers (unless the physician is a clinical peer). The physician and any clinical peers will be individuals who were not involved in making the Adverse Benefit Determination. However, a person who was involved in that decision may answer questions.

The individual(s) reviewing the appeal will consider all comments, documents, records and other information submitted by the Enrollee, even if the information was not considered when the Adverse Benefit Determination was made.

The decision in response to an appeal will contain the following information:

- The name(s), title(s) and qualifications of the individual(s) reviewing the appeal;
- A statement of such individual(s)' understanding of the request for review;
- The decision; and
- A reference to the evidence or documentation used to make the decision.

#### **How to Appeal.**

You (or your authorized representative) may appeal an Adverse Benefit Determination by following the Plan's procedures. To begin the appeals process, or to request help with the appeals process, you may call Plan's Member Services at 719-589-3696. Your appeal must be received, in writing, by the Plan within one-hundred and eighty (180) days after your receipt of the notice of denial. If the deadline for appealing falls on a weekend or holiday, it will be extended to the next business day. For Urgent Care Claims, your appeal may be made orally.

When you file an appeal, you may submit additional comments, records and documents related to your claim. You may also identify health care providers who will receive a copy of the Plan's decision. You may also review (at no charge) copies of the documents and information relevant to your claim. This includes information or records that were relied on in making the Adverse Benefit Determination; information that was considered by or produced to the original decision-maker(s); information relating to administrative procedures and safeguards that were applied in making the original decision; and policies or guidance relating to the service or treatment for your diagnosis. However, you must make a request for such review.

If your appeal relates to a benefit that is not a Covered Service (meaning the benefit is excluded from coverage), you must provide additional information. Specifically, you must provide evidence from a medical professional that there is a reasonable medical basis that the exclusion does not apply.



### **Appeal Notification and Timing.**

If the Plan receives your appeal by the appropriate deadline, the Plan will independently review your appeal and any additional information that you submit. The Plan will notify you of its decision regarding your appeal within the following timeframes:

- For Urgent Care Claims. The Plan will notify you as soon as possible, but no later than seventy-two (72) hours after its receipt of your appeal. If the Plan provides this notice orally, it will provide you with written confirmation of its decision within three (3) days.
- For Pre-Service Claims. The Plan will notify you within a reasonable period of time, but no later than thirty (30) days after its receipt of your appeal.
- For Post-Service Claims. The Plan will notify you within a reasonable period of time, but no later than thirty (30) days after its receipt of your appeal.

### **If an Appeal is Denied.**

If your appeal is denied, the Plan will send you a notice containing the following information:

- specific reasons for the denial;
- specific references to relevant Plan provisions;
- a statement that you may have access to or receive, upon request and at no charge, copies of all documents, records and information relevant to your claim; and
- a statement of any additional appeal rights offered by the Plan and a description of those rights.

If applicable, the notice will also include any information regarding an internal rule, guideline or protocol used in making the appeal decision, and/or an explanation of the scientific or clinical judgment used in the denial. If the notice does not contain this information, the notice will contain a statement that this information is available to you upon written request and at no charge.

### **Right to Attend Appeal Meeting.**

You may attend the meeting held to review your case. This review will be conducted by a health care professional who has appropriate expertise. You may choose to have legal counsel, advocates, and health care professionals participate in the review. You may prepare in advance for the review, and provide materials to the reviewer prior to and at the time of the review. You may request that the Plan provide you with a copy of the materials it will present at the review. If you make this request, the Plan will provide a copy of the materials to you at least five (5) days before the review. If the Plan makes such a request from you, you must provide a copy of the materials you will present at the review. You will also be required to provide a copy of the materials at least five (5) days before the review. If new information develops after the five (5) day deadline, the new material may be presented when you are able (or the Plan is able) to present the new information.

The Carrier will notify you if it intends to make an audio or video recording of the review. If a recording is made, the Carrier will provide a copy to you. If an external review is conducted, the recording will be included in the material provided to the reviewing entity, if either you or the Carrier requests for it to be included.

### **Exhaustion of Internal Appeal Rights.**

**You must exhaust your rights set forth above in this Internal Appeal Procedures section before you may file an external appeal. You may be treated as having exhausted your internal appeal rights if the Carrier has failed to comply with its obligations under this Internal Appeal Procedures section.**



## External Appeal Procedures

### **Denials that Qualify for External Review.**

If your internal appeal is denied, you may be entitled to pursue an external review of your claim by an independent, third party. This right applies if your Adverse Benefit Determination relates to one of the following:

- the application of any pre-authorization requirements or other utilization review requirements;
- the determination that the benefit is experimental or investigational;
- a determination that the benefit is not medically necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care;
- a non-Covered Service for which you present evidence from a medical professional that there is a reasonable medical basis that the exclusion from coverage does not apply; or
- a Rescission of coverage.

With respect to experimental or investigational claims, an Enrollee may request an external review or an expedited external review. In each case, the Enrollee's treating physician must certify in writing that the recommended or requested health care service or treatment that is the subject of the denial would be significantly less effective if not promptly initiated. The Enrollee's treating physician must also certify in writing that at least one of the following situations applies:

- standard health care services or treatments have not been effective in improving the condition of the Enrollee or are not medically appropriate for the Enrollee; or
- there is no available standard health care service or treatment covered by the Plan that is more beneficial than the recommended or requested health care service, and the physician is a licensed, board-certified or board-eligible physician qualified to practice in the area of medicine appropriate to treat the Enrollee's condition.

Finally, in such cases, the physician must certify that scientifically valid studies using accepted protocols demonstrate that the health care service or treatment requested by the Enrollee is likely to be more beneficial to the Enrollee than any available standard health care services or treatments.

There is no minimum dollar amount that applies to a claim that is eligible for an external review.

### **How to File an External Appeal.**

Your request for an external review must be made in writing to the Plan. This must be done within four (4) months after you receive notice of an Adverse Benefit Determination following the completion or exhaustion of your first level internal appeal. If the deadline for filing an external appeal falls on a weekend or holiday, it will be extended to the next business day.

If you are seeking an expedited review, you must state this in your request. You must also include a physician's certification that your medical condition meets the criteria for an expedited external review. An expedited review is available if you have a medical condition where the timeframe for completing the standard external review would seriously jeopardize your life or health; would jeopardize your ability to regain maximum function; or if you have a disability, would create an imminent and substantial limitation on your ability to live independently. An expedited review is also available if your previous denial relates to a hospital or facility admission; availability of care; a continued stay; or to health care services for which emergency services were provided and a discharge has not occurred. If you are requesting an expedited review, you may obtain the external review at the same time as your internal review of an Urgent Care Claim (as described in the Internal Appeal Procedures section above).

The Carrier will pay the costs of an external review.

### **Appointment of External Review Entity.**

When the Plan receives your request for an external review, the Plan will contact the Division of Insurance.



The Division of Insurance will inform the Plan of the name of the independent, third-party, external review entity that has been selected by the Division of Insurance to conduct the review. The Plan will notify you in writing that your request for external review has been sent to the Division of Insurance. The Plan will include information about the external review entity that has been selected to conduct the review. This will generally occur within five (5) business days of your request for external review, or three (3) business days in the case of an expedited review.

Within five (5) business days of receiving the name of the assigned external review entity (or immediately, in the event of an expedited review), the Plan will provide the external review entity with the following:

- a copy of any information you or your health care provider has submitted to the Plan in support of the request for an external review;
- a copy of relevant documents and information used by the Plan during the internal appeal process to determine medical necessity; medical appropriateness; medical effectiveness; or medical efficiency of the service or treatment, including medical and scientific evidence and clinical review criteria;
- a copy of any previous denial letters issued by the Plan concerning the case;
- a copy of your signed consent form allowing the Plan to disclose your medical information to the external review entity; and
- an index of all documents submitted.

The Plan will, upon your request, provide you with all relevant information supplied to the external review entity, except for information that is confidential or privileged under state or federal law.

You may submit additional information directly to the external review entity within five (5) business days after you receive notice from the Plan relating to the external review entity. The external review entity will provide a copy of such information to the Plan within one (1) business day.

In addition to the documents and information described above, the external review entity will consider all other relevant information that is available.

#### **Providing Additional Information.**

The external review entity will notify you, your health care provider, and the Plan of any additional medical information required for the review. If you and your health care provider receive such a request, you or your health care provider must submit the additional information, or an explanation of why the additional information is not being submitted, to the external review entity and to the Plan. The additional information must be submitted within five (5) business days of the request.

The Plan may determine that the additional information provided by you or your health care provider justifies a reconsideration of its denial of coverage. If that happens, and the Plan decides to provide the coverage (approve your claim), the Plan will notify you within one (1) business day of its decision. The Plan will also notify the external review entity and the Department of Insurance of its decision. At that point, the external review process will end.

#### **Appeal Notification and Timing.**

When the external review entity makes its decision, it will send notice of the decision to you. It will also send notice to the Plan, to the Department of Insurance and to your health care provider who supported your request for review. This decision will be sent within forty five (45) days after the external review entity receives from the Plan your request for external review.

In the case of an expedited review, the external review entity will issue its decision within seventy-two (72) hours after the external review entity receives from the Plan your request for external review. If this notice of decision is not provided in writing, the external review entity will provide written confirmation of



the decision within forty-eight (48) hours after the date the notice of decision is given to you or your health care provider.

The external review entity's determination shall be in writing and state the reasons the requested treatment or service should or should not be covered by the Plan. The external review entity's decision will refer to the relevant provisions in the Plan documentation, the specific medical condition at issue, and other relevant documents that support the external review entity's decision. The decision must be based on an objective review of relevant medical and scientific evidence.

The decision of the external review entity will be binding on you and the Plan. However, other remedies may be available under federal or state law if either party is not satisfied with the decision.

If the decision is in your favor, the Plan will approve the coverage requested. For Pre-Service Claims and for ongoing treatment, such approval will occur within one (1) business day. For Post-Service Claims, such approval will occur within five (5) business days. In such cases, the Plan will notify you in writing of its approval of coverage within one (1) business day of its approval. For claims subject to expedited review, the Plan's approval will occur immediately, and the Plan will immediately notify you in writing of its approval of coverage.

If the decision is in your favor, the Plan will provide coverage for the treatment and services in question, subject to the other terms and conditions of the Plan.

## **Other Grievance Procedures**

### **Other Disputes.**

The Plan also has a grievance process to help resolve issues and concerns that are not subject to the various procedures described above. Examples of the types of issues you may address through this process include complaints about:

- waiting times to see your Primary Care Physician or other Participating Provider;
- the behavior of your Primary Care Physician or other Participating Provider;
- whether there are adequate facilities or Participating Providers available to you; or
- any items or services that you receive through the Plan but do not have to pay for.

### **How to File a Grievance.**

To begin the grievance process, you may call the Plan's Member Services Department at 719-589-3696.

You may also contact the *Colorado Department of Public Health and Environment* for help. The Plan will provide you with the address and contact information. You should note that the *Colorado Department of Public Health and Environment* only handles issues relating to Colorado health care providers. For health care providers who/which are outside of Colorado, you should contact the *Department of Health* for the state where the health care provider is located. You may contact the Plan for help in locating the appropriate person within the state where the health care provider is located.

### **Time Period for Filing.**

You must file your grievance with the Plan within one year of the event on which your grievance is based. The Plan will not consider any grievance submitted after such date.





## INFORMATION ON POLICY AND RATE CHANGES

### **Policy Changes.**

The Covered Services available to you and your Covered Dependents may change each Plan Year. When you receive a new Evidence of Coverage, any such changes will be included in that document.

### **Changes in Rates.**

During a Plan Year, the Carrier may change the Premium amount you owe if there are changes in changes in the number of your Covered Dependents, changes in your geographic rating area, or changes in tobacco use by you or your Covered Dependents. The Carrier may also change the Premium amount you owe during the Plan Year if the Carrier makes changes to the Plan at your request, or if there are changes in the law that impact the Plan. You will be notified in advance of any Premium changes made during the Plan Year.

At the beginning of each new Plan Year, the Carrier may change the Premium amount you must pay. You will be notified in advance of any such changes.

### **Notice.**

Sixty (60) days notice will be given for all material changes to the policy.

## DEFINITIONS

When they are used in this Evidence of Coverage, the following capitalized terms will have the meanings explained in this DEFINITIONS section:

"Application" refers to the form used by C4HCO to collect information from you and to verify that information.

"Benefits" means the same as "Covered Services"

"Child" refers to your natural-born child, your adopted child, or a child placed with you or your Spouse for adoption, if the child:

- has not yet attained age twenty-six (26); or
- is medically certified as disabled and dependent upon you or your Spouse (no matter how old the child is).

"Contract" means this Evidence of Coverage document and the following:

- Summary of Benefits and Coverage
- Enrollment Application Form
- Member ID Card

"C4HCO" refers to Connect for Health Colorado. This is the State-based health insurance exchange established by the State of Colorado.

"Coinsurance" refers to your share of the costs of a Covered Service. Your share is calculated as a percentage of the rate charged by a Participating Provider for the Covered Service. You are required to make Coinsurance payments directly to the health care provider at the time you receive health care services.



"Co-payment" refers to the fixed dollar amount that you pay for Covered Services. You are required to pay the Co-payment amount directly to the health care provider at the time you receive health care services.

"Cost-sharing Subsidy" refers to any monthly payment made by the Federal government to the Carrier on your behalf. This payment will help you pay your Deductible, Co-payments or Coinsurance for essential health benefits.

"Covered Child" means any Child who is enrolled in the Plan.

"Covered Dependent" means any Child or Spouse who is enrolled in the Plan.

"Covered Services" means those health care services and supplies that the Plan is required to pay for, if the other terms and conditions of the Plan have been satisfied.

"Deductible" means the amount you owe for Covered Services before the Plan will begin to pay for health care services. You will be required to pay the Deductible directly to the health care provider at the time you receive health care services.

"Dependent" refers to your Child or your Spouse.

"Enrollee" means any person who is enrolled in and covered by the Plan.

"Evidence of Coverage" refers to this document. This document is intended to describe the health care benefits available to you and your Covered Dependents under the Plan. It is also intended to describe the terms and conditions of receiving those benefits.

"HHS" refers to the Department of Health and Human Services.

"Medical Director" refers to the person the Plan has selected as a decision-maker. This person is responsible for issuing Written Referrals. This person also determines whether Covered Services are Medically Necessary.

"Medical Emergency" means a sudden and severe medical condition (including severe pain) that can reasonably be expected to result in one or more of the following, if the Enrollee does not seek immediate medical attention:

- placing the health of the Enrollee (or, with respect to a pregnant woman, the health of the Enrollee or her unborn child) in serious danger;
- serious impairment to bodily functions; or
- serious dysfunction of any bodily organ or part.

*Examples:* Heart attack, poisoning, loss of consciousness or respiration, convulsions, and excessive uncontrolled bleeding.

"Medically Necessary" refers to the following types of care, if they are not otherwise excluded from Plan coverage:

- the most appropriate, useful, and cost-effective care, according to accepted standards of good medical practice, as determined by the Plan or the Medical Director; and
- care that can be safely provided to an Enrollee for prevention, diagnosis, or treatment of the Enrollee's medical condition



"Minimum Essential Coverage" refers to coverage under Medicare Part A; Medicaid; CHIP; Tricare; the Tricare for Life program; the veteran's health care program; the Peace Corps program; a governmental plan including FEHBP and any plan established by an Indian tribal government; any plan offered in the individual, small group or large group market; coverage under an employer-sponsored plan; a grandfathered health plan; and any other health benefits coverage, such as a State health benefits risk pool, recognized by HHS.

"Open Enrollment Period" means the period of time each Plan Year when you will be given an opportunity to enroll for Plan coverage or make changes to your prior enrollment election.

"Participating Provider" means any doctor, hospital, pharmacy, clinic, or other health care provider who/which has agreed to provide health care services to Enrollees at contracted rates. Colorado choice has contracted rates with Participating Providers on a fee for service basis.

"Plan" means the health benefit program described in this Evidence of Coverage.

"Plan Year" means each calendar year that the Plan is in effect.

"Premium" refers to each payment you make to the Carrier for Plan coverage.

"Premium Advance" refers to any monthly payment made by the Federal government to the Carrier on your behalf. The payment will help you pay your Premium.

"Primary Care Physician" means the particular doctor you have selected to be your primary health care provider. You will be required to select this doctor from a list of Participating Providers supplied by the Plan.

"Prior Authorization" refers to written approval you must receive from the Plan Medical Director before you receive health care services from anyone other than your Primary Care Physician. Means the same as "Written Referral"

"Rescission" means a cancellation of Plan coverage that has a retroactive effect.

"Refund Period" means the shorter of:

- the entire period that a person is enrolled in the Plan but is ineligible for coverage; or
- the sixty (60) day period prior to the Plan's discovery of the person's ineligibility.

"SBC" means the Summary of Benefits and Coverage document. The SBC is being provided to you by the Plan. The SBC identifies the amounts you will pay for Plan coverage. It also describes other information about the Plan.

"Service Area" means all of the counties in Colorado where the Carrier offers the Plan and has arrangements with Participating Providers.

"Specialty Care Centers" means a Participating Provider that has expertise in providing certain specialized care or treatments, such as cancer treatments or transplants.

"Spouse" refers to your legally-recognized husband or wife, or your partner in a civil union, who lives or works within the Service Area. (If your Spouse is on a temporary work assignment outside of the Service Area, the assignment must not be for more than ninety (90) days.)

"Written Referral" refers to written approval you must receive from the Plan Medical Director before you receive health care services from anyone other than your Primary Care Physician. Means the same as "Prior Authorization".

