



























## Colorado Health Benefit Plan Description Form

### Rocky Mountain HMO

#### Good Health HMO

#### Classic 50/80

#### PART A: TYPE OF COVERAGE

<b>1. TYPE OF PLAN</b>	Health Maintenance Organization (HMO)
<b>2. OUT-OF-NETWORK CARE COVERED?<sup>1</sup></b>	Only for emergency and urgent care.
<b>3. AREAS OF COLORADO WHERE PLAN IS AVAILABLE</b>	Plan is available throughout Colorado except in the following areas: Gunnison County and Baca County

#### PART B: SUMMARY OF BENEFITS

**Important Note:** This form is not a contract, it is only a summary. The contents of this form are subject to the provisions of the policy, which contains all terms, covenants and conditions of coverage. Your plan may exclude coverage for certain treatments, diagnoses, or services not noted below. The benefits shown in this summary may only be available if required plan procedures are followed (e.g., plans may require prior authorization, a referral from your primary care physician, or use of specified providers or facilities). Consult the actual policy to determine the exact terms and conditions of coverage. Coinsurance and copayment options reflect the amount the covered person will pay.

	<b>IN-NETWORK ONLY</b> <b>(out of network care is not covered except as noted)</b>
<b>4. Deductible Type<sup>2</sup></b>	No Deductibles
<b>4a. ANNUAL DEDUCTIBLE<sup>2a</sup></b> a) Individual <sup>2b</sup> b) Family <sup>2c</sup>	a) No Deductibles b) No Deductibles
<b>5. OUT-OF-POCKET ANNUAL MAXIMUM<sup>3</sup></b> a) Individual b) Family c) Is deductible included in the out-of-pocket maximum?	a) \$1,300 b) \$2,600 c) No Deductibles All copayments apply toward annual out-of-pocket maximum, unless otherwise noted. Services for which the copayments do not apply toward the annual out-of-pocket maximum will remain payable after the out-of-pocket maximum has been reached.
<b>6. LIFETIME OR BENEFIT MAXIMUM PAID BY THE PLAN FOR ALL CARE</b>	No lifetime maximum
<b>7A. COVERED PROVIDERS</b>	Rocky Mountain HMO Network, Life Strategies (behavioral health network). See participating provider directory for a complete list of current providers.
<b>7B. With respect to network plans, are all the providers listed in 7A accessible to me through my primary care physician?</b>	Yes

	<b>IN-NETWORK ONLY</b> <b>(out of network care is not covered except as noted)</b>
<b>8. MEDICAL OFFICE VISITS<sup>4</sup></b> <b>a) Primary Care Providers</b> <b>b) Specialists</b>	a) \$25 per visit copayment b) \$50 per visit copayment Copayments do not apply toward annual out-of-pocket maximum.  Lab/X-rays part of the office visit will have the applicable copay for the type of service.  <u>Physician fees for surgical and medical services:</u> 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter – applies toward annual out-of-pocket maximum.
<b>9. PREVENTIVE CARE</b> <u><b>Preventive Services recommended by the U.S. Preventive Services Task Force, including:</b></u> <b>a) Children’s services (well-child services as age appropriate)</b> <b>b) Adults’ services (routine physical and gynecological exam – 1 per member per calendar year)</b> <b>c) Routine screening mammograms, pap smears, prostate screenings</b> <b>d) Colorectal cancer screenings</b> <b>e) Immunizations (excluding Travel)</b>	a) No copayment (100% covered) b) No copayment (100% covered) c) No copayment (100% covered) d) No copayment (100% covered) e) No copayment (100% covered)
<b>10. MATERNITY</b> <b>a) Prenatal care (routine)</b> <b>b) Delivery &amp; inpatient well baby care<sup>5</sup></b> <b>Non-routine prenatal care will have the applicable copayment/coinsurance for the type of service except for services recommended by the U.S. Preventive Services Task Force which are covered in full.</b>	a) and b) 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter

	<b>IN-NETWORK ONLY</b> <b>(out of network care is not covered except as noted)</b>
<p><b>11. PRESCRIPTION DRUGS<sup>6</sup></b> Level of coverage and restrictions on prescriptions</p> <p>a) <b>Inpatient prescription drugs and injectables</b></p> <p><b><u>Prescription drugs obtained from a retail or specialty pharmacy:</u></b></p> <p>b) <b>Outpatient prescription drugs and Self Administerable Injectables</b></p> <p>c) <b>Non Self-Administerable Injectables</b></p> <p><b><u>Prescription drugs not obtained from a retail pharmacy:</u></b></p> <p>d) <b>Outpatient prescription drugs and Self-Administerable Injectables</b></p> <p>e) <b>Non Self-Administerable Injectables</b></p> <p><b><u>Generic oral contraceptives:</u></b> No copayment (100% covered), not subject to deductible</p> <p><b>Injectable medication is limited to a 31-day supply when obtained from a mail-order pharmacy.</b></p> <p>- Prescription drugs are covered only through participating retail and mail order pharmacies. See the Participating Provider Directory for a list of participating pharmacies.</p> <p>- Access to participating pharmacies is available nationwide. To locate participating pharmacies or for more information about drugs on our approved list (RMHP Good Health Formulary), refer to our website at <a href="http://www.rmhp.org">www.rmhp.org</a> or contact Rocky Mountain Health Plans, Customer Service at 800-346-4643.</p>	<p>a) Included in inpatient hospital copayment</p> <p>b) <b><u>\$15/\$40/\$55 Option</u></b> <i>(Copayments do not apply toward annual out-of-pocket maximum.)</i></p> <p><b><u>Retail Pharmacy: (31-day supply):</u></b> Tier 1: \$15 copayment per fill Tier 2: \$40 copayment per fill Tier 3: \$55 copayment per fill Tier 4: 20% copayment up to maximum member copayment of \$150 Tier 5: 30% copayment up to maximum member copayment of \$250</p> <p><i>Tiers 1, 2, 3, 4, and 5 cover oral and injectable drugs.</i></p> <p><b><u>Mail-order Pharmacy: (90-day supply):</u></b> Tier 1: \$37.50 copayment per fill Tier 2: \$100 copayment per fill Tier 3: \$137.50 copayment per fill Tier 4: 20% copayment up to maximum member copayment of \$375 Tier 5: Not applicable</p> <p><i>Tier 5 injectables are only available in a 31-day supply.</i></p> <p><b><u>\$10 Generic Option</u></b> <i>(Copayments are not subject to deductible and do not apply toward annual out-of-pocket maximum)</i></p> <p><b><u>Retail Pharmacy: (31-day supply)</u></b> Tier 1: \$10 copayment per fill</p> <p><i>Drug coverage for Tiers 2 – 5 is limited to oral anti-cancer drugs and injectable drugs only. All other oral drugs not covered may be purchased from participating retail pharmacies at 100% of the Rocky Mountain Health Plan rate.</i></p> <p>Tier 2: \$50 copayment per fill Tier 3: \$65 copayment per fill Tier 4: 20% copayment up to maximum member copayment of \$150 Tier 5: 30% copayment up to maximum member copayment of \$250</p> <p><b><u>Mail-Order Pharmacy: (90-day supply)</u></b> Tier 1: \$25 copayment per fill</p> <p><i>Drug coverage for Tiers 2 – 5 is limited to oral anti-cancer drugs and Injectable drugs only. If oral anti-cancer drug is available from a mail-order pharmacy, copayment will be 2.5 times the retail copy of the appropriate tier on the formulary. Tier 5 Drugs are limited to a 31-day supply – refer to copayments for Retail Pharmacy above.</i></p> <p>c) 20% copayment</p> <p>d) Not covered</p> <p>e) 20% copayment</p>
<b>12. INPATIENT HOSPITAL</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter
<b>12A. PHYSICIAN FEES FOR SURGICAL AND MEDICAL SERVICES</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter
<b>13. OUTPATIENT/AMBULATORY SURGERY</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter

	<b>IN-NETWORK ONLY</b> <b>(out of network care is not covered except as noted)</b>
<b>14. DIAGNOSTICS</b> <b>a) Laboratory &amp; x-ray</b> <b>b) MRI, nuclear medicine, and other high-tech services</b>	a) Lab: \$25 per visit copayment X-ray: \$50 per visit copayment Copayments for lab and x-ray services do not apply toward annual out-of-pocket maximum. b) 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter
<b>15. EMERGENCY CARE<sup>7, 8</sup></b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter
<b>16. AMBULANCE</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter
<b>17. URGENT, NON-ROUTINE, AFTER HOURS CARE</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter. Out-of-network urgent care covered only if traveling or temporarily absent from the service area.  Lab/X-rays part of the visit will have the applicable copay for the type of service.  <u>Physician fees for surgical and medical services:</u> 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter
<b>18. BIOLOGICALLY-BASED MENTAL ILLNESS CARE<sup>9</sup></b>	Coverage is no less extensive than the coverage provided for any other physical illness.
<b>19. OTHER MENTAL HEALTH CARE</b> <b><u>BG1's and Small Groups (less than 51 employees):</u></b> a) Inpatient care b) Outpatient care  <b><u>Large Groups (51 or more employees):</u></b> c) Inpatient care d) Outpatient care	a) 50% copayment. Copayments do not apply toward annual out-of-pocket maximum. Maximum Benefit Level: 45 days or 90 partial days per member per calendar year b) 50% copayment. Copayments do not apply toward annual out-of-pocket maximum. Maximum Benefit Level: 20 visits per member per calendar year. c) 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter. d) \$25 per visit copayment. Copayments do not apply toward annual out-of-pocket maximum.
<b>20. ALCOHOL &amp; SUBSTANCE ABUSE</b> <b><u>BG1's and Small Groups (less than 51 employees):</u></b>  <u>Rehabilitation:</u> a) Inpatient care b) Outpatient care  <u>Detoxification:</u> c) Inpatient care d) Outpatient care  <b><u>Large Groups (51 or more employees):</u></b>  <u>Rehabilitation/Detoxification</u> e) Inpatient care f) Outpatient care  Detoxification is limited to the removal of the toxic substances from the body.	a) 50% copayment. Copayments do not apply toward annual out-of-pocket maximum. Maximum Benefit Level: 45 days or 90 partial days per member per calendar year. b) 50% copayment. Copayments do not apply toward annual out-of-pocket maximum. c) 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter. d) \$25/\$50 per visit copayment. Copayments do not apply toward annual out-of-pocket maximum. e) 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter. f) \$25 per visit copayment. Copayments do not apply toward annual out-of-pocket maximum.



	<b>IN-NETWORK ONLY</b> <b>(out of network care is not covered except as noted)</b>
<b>21. PHYSICAL, OCCUPATIONAL, &amp; SPEECH THERAPY</b> a) Inpatient care b) Outpatient care	a) Included in inpatient hospital copayment. Maximum Benefit Level: 60 days per episode per medical condition b) \$50 per visit copayment. Copayments do not apply toward annual out-of-pocket maximum. Maximum Benefit Level: 20 visits per member per calendar year for each type of therapy.
<b>22. DURABLE MEDICAL EQUIPMENT</b> a) Durable Medical Equipment (DME) and repairs b) Durable Medical Equipment (DME) and repairs - <i>obtained from a pharmacy and listed on the Rocky Mountain Formulary</i> c) Disposable Medical Supplies (DMS) – <i>obtained from a pharmacy and listed on the Rocky Mountain Formulary</i> d) Disposable Medical Supplies (DMS) – <i>not obtained from a pharmacy</i> e) Orthotics and Prosthetics f) Breast pumps associated with the birth of a child  <b>Maximum Benefit Level: \$2,500 per member per calendar year paid by health benefit plan for DME, Repairs, DMS, Oxygen, and Orthotics/Prosthetics combined. Diabetic, injectable supplies, and breast pumps are not subject to the annual limit.</b>	a) 20% copayment b) 20% copayment up to maximum member copayment of \$150. c) 20% copayment up to maximum member copayment of \$150. d) 20% copayment e) 20% copayment Orthotics covered only for diabetes. Arm, leg, and breast prosthetics, mastectomy bras, rehabilitative and habilitative devices are not subject to the annual limit. f) Rental or purchase: No copayment (100% covered), up to the cost of RMHP preferred model  Copayments do not apply toward annual out-of-pocket maximum.  Certain DME items obtained from a pharmacy (as designated on the Rocky Mountain Formulary) are not subject to the Maximum Benefit Level.
<b>23. OXYGEN</b> <b>Maximum Benefit Level: \$2,500 per member per calendar year paid by health benefit plan for DME, Repairs, DMS, Oxygen, and Orthotics/Prosthetics combined.</b>	20% copayment  Copayments do not apply toward annual out-of-pocket maximum.
<b>24. ORGAN TRANSPLANTS</b> a) Inpatient care b) Outpatient care	a) and b) 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter
<b>25. HOME HEALTH CARE</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter Maximum Benefit Level: 60 visits per member per calendar year.
<b>26. HOSPICE CARE</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter Maximum Benefit Level: Respite care is limited to periods of 5 days or less.
<b>27. SKILLED NURSING FACILITY CARE</b>	50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter Maximum Benefit Level: 60 days per member per calendar year.
<b>28. DENTAL CARE</b>	<b>Routine:</b> Not covered. <b>Non-Routine:</b> 50% copayment of the first \$1 through \$1,000 of eligible expenses per person per calendar year; 20% copayment of the next \$4,000, with no copayment (100% covered) thereafter for repair to sound and natural teeth due to accidental injury. Additional coverage may be obtained as an optional benefit.

	<b>IN-NETWORK ONLY</b> <b>(out of network care is not covered except as noted)</b>
<b>29. VISION CARE</b>	<p><b>Annual Routine Vision Screening:</b> \$25 copayment. Copayments do not apply toward annual out-of-pocket maximum.</p> <p><b>Non Routine:</b> Applicable copayment based on type of service for treatment due to injury or disease of the eye.</p> <p>Additional coverage may be obtained as an optional benefit.</p>
<b>30. CHIROPRACTIC CARE</b>	Coverage may be obtained as an optional benefit.
<b>31. SIGNIFICANT ADDITIONAL COVERED SERVICES (list up to 5)</b>	<p>1) <u>Cancer Screening Coverages and Parameters:</u> Subject to the parameters set forth below, cancer screening tests for the following items are covered subject to any applicable plan deductibles, copayments/ coinsurance, and maximum benefit levels:</p> <ul style="list-style-type: none"> <li>•Breast – Mammogram</li> <li>•Cervical – PAP test</li> <li>•Colorectal – Colonoscopy, Sigmoidoscopy, Fecal Occult Blood</li> <li>•Ovarian – CA125</li> <li>•Prostate – PSA</li> </ul> <p>Coverage for these cancer screening tests are subject to the following parameters:</p> <ol style="list-style-type: none"> <li>a) the test must be ordered by your physician, and</li> <li>b) you must comply with plan procedures</li> </ol> <p>2) <u>Treatment for Autism Spectrum Disorders (ASD):</u> Copayment/Coinsurance determined by place/type of service. For members from birth up to 9 years of age, the annual maximum benefit level for applied behavior analysis for ASD is \$34,000. For members from 9 years of age up to 19 years of age, the annual maximum benefit level for applied behavior analysis for ASD is \$12,000. No day, visit, or dollar limits other than the annual maximum benefit levels apply.</p> <p>3) <u>Tobacco cessation:</u> Specialized health education services when available. Currently, a tobacco cessation program is available through the Colorado QuitLine 1-800-QUITNOW (800-784-8669). The program is available at no cost to members and includes counseling services and nicotine replacement therapy. Prescription smoking cessation drugs are provided at no cost for the first course of therapy in conjunction with counseling services provided through the program.</p> <p>4) <u>Comprehensive Coverage for Women’s Preventive Care:</u> Coverage is provided at 100%, not subject to deductible for the following women’s preventive care services specified by the Affordable Care Act:</p> <ul style="list-style-type: none"> <li>• Well-woman visits;</li> <li>• Gestational diabetes screening;</li> <li>• HPV DNA testing;</li> <li>• Sexually transmitted infection (STI) counseling, and HIV screening and counseling;</li> <li>• Prescribed contraception and contraceptive counseling;</li> <li>• Breastfeeding support, supplies, and counseling; and</li> <li>• Domestic violence screening;</li> </ul> <p><b>Coverage is subject to the rules, limitations, and exclusions of the plan.</b></p>

**PART C: LIMITATIONS AND EXCLUSIONS**

<p><b>32. PERIOD DURING WHICH PRE-EXISTING CONDITIONS ARE NOT COVERED.<sup>10</sup></b></p>	<p><b>For Business Groups of One:</b> Twelve months for all pre-existing conditions (18 months for late enrollees) unless the covered person is a HIPAA-eligible individual as defined under federal and state law or a child under the age of 19, in which case there are no pre-existing condition exclusions.</p> <p><b>For small groups</b> (with less than 51 employees): Six months for all pre-existing conditions (18 months for late enrollees) unless the covered person is a HIPAA-eligible individual as defined under federal and state law or a child under the age of 19, in which case there are no pre-existing condition exclusions.</p> <p><b>For large groups</b> (with 51 or more employees): Not applicable; plan does not impose limitation periods for pre-existing conditions.</p>
<p><b>33. EXCLUSIONARY RIDERS. Can an individual's specific, pre-existing condition be entirely excluded from the policy?</b></p>	<p>No.</p>
<p><b>34. HOW DOES THE POLICY DEFINE A "PRE-EXISTING CONDITION"?</b></p>	<p><b>For Business Groups of One:</b> A pre-existing condition is a condition for which medical advice, diagnosis, care, or treatment was recommended or received within the last twelve months immediately preceding the date of enrollment or, if earlier, the first day of the waiting period; except that pre-existing condition exclusions may not be imposed on children under the age of 19, a newly adopted child, a child placed for adoption, a newborn, other special enrollees, or for pregnancy.</p> <p><b>For small groups:</b> A pre-existing condition is a condition for which medical advice, diagnosis, care, or treatment was recommended or received within the last six months immediately preceding the date of enrollment or, if earlier, the first day of the waiting period; except that pre-existing condition exclusions may not be imposed on children under the age of 19, a newly adopted child, a child placed for adoption, a newborn, other special enrollees, or for pregnancy.</p> <p><b>For large groups:</b> Not applicable. Plan does not exclude coverage for pre-existing conditions.</p>
<p><b>35. WHAT TREATMENTS AND CONDITIONS ARE EXCLUDED UNDER THIS POLICY?</b></p>	<p>Exclusions vary by policy. A list of exclusions is available immediately upon request from your carrier, agent, or plan sponsor (e.g., employer). Review the list to see if a service or treatment you may need is excluded from the policy.</p>

**PART D: USING THE PLAN**

	<b>IN-NETWORK</b>
<p><b>36. Does the enrollee have to obtain a referral and/or prior authorization for specialty care in most or all cases?</b></p>	<p>No</p>
<p><b>37. Is prior authorization required for surgical procedures and hospital care (except in an emergency)?</b></p>	<p>Yes</p>
<p><b>38. If the provider charges more for a covered service than the plan normally pays, does the enrollee have to pay the difference?</b></p>	<p>No</p>
<p><b>39. What is the main customer service number?</b></p>	<p><b>800-346-4643</b></p>

	<b>IN-NETWORK</b>
<b>40. Who do I write/call if I have a complaint or want to file a grievance?<sup>11</sup></b>	<b>Rocky Mountain Health Plans Member Concerns Coordinator P.O. Box 10600 Grand Junction, CO 81502-5600</b>
<b>41. Whom do I contact if I am not satisfied with the resolution of my complaint or grievance?</b>	<b>Write to: Colorado Division of Insurance, ICARE Section 1560 Broadway, Suite 850 Denver, CO 80202</b>
<b>42. To assist in filing a grievance, indicate the form number of this policy; whether it is individual, small group, or large group; and if it is a short-term policy.</b>	Policy Form <u>Classic 50/80 Group Plan</u> - Group - all sizes
<b>43. Does the plan have a binding arbitration clause?</b>	Yes, to the extent permitted by law.

<sup>1</sup> “Network” refers to a specified group of physicians, hospitals, medical clinics and other health care providers that your plan may require you to use in order for you to get any coverage at all under the plan, or that the plan may encourage you to use because it may pay more of your bill if you use their network providers (i.e., go in-network) than if you don’t (i.e., go out-of-network).

<sup>2</sup> “Deductible Type” indicates whether the deductible period is “Calendar Year” (January 1 through December 31) or “Benefit Year” (i.e., based on a benefit year beginning on the policy’s anniversary date) or if the deductible is based on other requirements such as a “Per Accident or Injury” or “Per Confinement”.

<sup>2a</sup> “Deductible” means the amount you will have to pay for allowable covered expenses under a health plan during a specified time period (e.g., a calendar year or benefit year) before the carrier will cover those expenses. The specific expenses that are subject to deductible may vary by policy. Expenses that are subject to deductible should be noted in boxes 8 through 31.

<sup>2b</sup> “Individual” means the deductible amount you and each individual covered by a non-HSA qualified policy will have to pay for allowable covered expenses before the carrier will cover those expenses

<sup>2c</sup> “Family” is the maximum deductible amount that is required to be met for all family members covered by a non-HSA qualified policy and it may be an aggregated amount (e.g., “\$3,000 per family”) or specified as the number of individual deductibles that must be met (e.g., “3 deductibles per family”).

<sup>3</sup> “Out-of-pocket maximum” means the maximum amount you will have to pay for allowable covered expenses under a health plan, which may or may not include the deductibles or copayments, depending on the contract for that plan. The specific deductibles or copayments included in the out-of-pocket maximum may vary by policy. Expenses that are applied toward the out-of-pocket maximum should be noted in boxes 8 through 31.

<sup>4</sup> Medical office visits include physician, mid-level practitioner, and specialist visits, including outpatient psychotherapy visits for biologically based mental illness.

<sup>5</sup> Well baby care includes an in-hospital newborn pediatric visit and newborn hearing screening. The hospital copayment applies to mother and well-baby together; there are not separate copayments.

<sup>6</sup> Prescription drugs otherwise excluded are not covered, regardless of whether preferred generic, preferred brand name, or non-preferred.

<sup>7</sup> “Emergency care” means all services delivered in an emergency care facility that are necessary to screen and stabilize a covered person. The plan must cover this care if a prudent lay person having average knowledge of health services and medicine and acting reasonably would have believed that an emergency medical condition or life or limb threatening emergency existed.

<sup>8</sup> Non-emergency care delivered in an emergency room is covered only if the covered person receiving such care was referred to the emergency room by his/her carrier or primary care physician. If emergency departments are used by the plan for non-emergency after-hours care, then urgent care copayments apply.

<sup>9</sup> “Biologically based mental illnesses” means schizophrenia, schizoaffective disorder, bipolar affective disorder, major depressive disorder, specific obsessive-compulsive disorder, and panic disorder.

<sup>10</sup> Waiver of pre-existing condition exclusions. State law requires carriers to waive some or all of the pre-existing condition exclusion period based on other coverage you recently may have had. Ask your carrier or plan sponsor (e.g., employer) for details.

<sup>11</sup> Grievances. Colorado law requires all plans to use consistent grievance procedures. Write the Colorado Division of Insurance for a copy of those procedures.

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## GRANDFATHERED PLAN NOTICE FOR GROUP PLANS

THIS GRANDFATHERED PLAN NOTICE FOR GROUP PLANS is provided to you in connection with Rocky Mountain Health Plan ("RMHP") plan materials, as required by the Patient Protection and Affordable Care Act ("Affordable Care Act") and related regulations.

This plan is available to both grandfathered and non-grandfathered group health plans under the Affordable Care Act. Grandfathered health plans are group health plans in which an individual was enrolled on March 23, 2010, and which maintain grandfathered status in accordance with Affordable Care Act regulations. Your group health plan may be a grandfathered health plan under the Affordable Care Act. Your Evidence of Coverage will state if the carrier believes that your group health plan is a grandfathered health plan.

As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Evidence of Coverage may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing (although most grandfathered RMHP plans provide coverage for preventive services without cost sharing). However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to your employer or your plan administrator identified in your Summary Plan Description. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

