1. SCHEDULE OF BENEFITS (Who Pays What)
ROCKY MOUNTAIN HEALTH PLANS
REGIONAL NETWORK INDIVIDUAL HMO EVIDENCE OF COVERAGE
MONUMENT ONE A SILVER $5500/70%/$45 RX COPAY PLAN - D

Underwritten by Rocky Mountain Health Maintenance Organization, Inc.

COVERAGE SCHEDULE

Benefits are subject to the Cost Sharing, Yearly Out-of-Pocket Maximums, and Maximum Benefit Levels shown in this Coverage Schedule. Please see Your Contract for a description of Your Benefits, Limitations, and Exclusions. Benefits are subject to all terms of the Contract.

See the Monument ONE Provider Directory for a list of Network Providers for this Plan.

The following symbols are used to identify Maximum Benefit Levels, Limitations, and Exclusions:

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>Maximum Benefit Level</td>
</tr>
<tr>
<td>L</td>
<td>Limitation</td>
</tr>
<tr>
<td>∞</td>
<td>Exclusion – Not a Benefit of the Contract</td>
</tr>
</tbody>
</table>

Benefits are subject to the following:

**Deductible**

<table>
<thead>
<tr>
<th>a) Member (Individual)</th>
<th>b) Subscriber and Dependents (Family)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) $5,500 per Calendar Year</td>
<td>b) $11,000 per Calendar Year</td>
</tr>
</tbody>
</table>

Benefits are provided to You after You meet the Individual Deductible. You do not need to meet the Family Deductible if You meet the Individual Deductible. Amounts paid by You to the Deductible will apply to the Yearly Out-of-Pocket Maximum. Deductible must be met before services will be covered, except as noted. Copays and Coinsurance do not apply to the Deductible.

**Yearly Out-of-Pocket Maximum**

<table>
<thead>
<tr>
<th>a) Member (Individual)</th>
<th>b) Subscriber and Dependents (Family)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) $8,150 per Calendar Year</td>
<td>b) $16,300 per Calendar Year</td>
</tr>
</tbody>
</table>

Benefits are provided to You without Cost Sharing after You meet the Individual Yearly Out-of-Pocket Maximum. You do not need to meet the Family Yearly Out-of-Pocket Maximum if You meet the Individual Yearly Out-of-Pocket Maximum. All Copays and Coinsurance apply to the Yearly Out-of-Pocket Maximum. You may meet the Yearly Out-of-Pocket Maximum before the Deductible. If that happens, Care will be covered without Copay or Coinsurance.
Benefits
The Benefits listed below are subject to Copays or Coinsurance until the applicable Yearly Out-of-Pocket Maximum is met.

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Copay/Coinsurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Care not shown on this Coverage Schedule</td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Ambulance Services</td>
<td>Before Your Deductible is met:</td>
</tr>
<tr>
<td></td>
<td>$5.00 Copay per visit, not subject to Deductible, then balance of Allowed Charges for visit subject to Deductible. If Deductible is met during visit, 30% Coinsurance applies to remainder of Allowed Charges</td>
</tr>
<tr>
<td></td>
<td>After Your Deductible is met:</td>
</tr>
<tr>
<td></td>
<td>$5.00 Copay per visit, then 30% Coinsurance</td>
</tr>
<tr>
<td>Asthma Education - outpatient</td>
<td>a) &amp; b) See Office Visits section on this Coverage Schedule</td>
</tr>
<tr>
<td>a) PCP</td>
<td></td>
</tr>
<tr>
<td>b) Any other Network Provider</td>
<td></td>
</tr>
<tr>
<td>Related services are subject to the applicable Cost Sharing for the type of service.</td>
<td></td>
</tr>
<tr>
<td>Autism Spectrum Disorders (ASD)</td>
<td>Benefit level determined by place and type of service</td>
</tr>
<tr>
<td>Bariatric Services</td>
<td>a) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>a) Inpatient and outpatient surgery</td>
<td>b) Subject to the applicable Cost Sharing for type of service provided</td>
</tr>
<tr>
<td>b) All other bariatric services</td>
<td></td>
</tr>
<tr>
<td>Behavioral, Mental Health and Substance Use Disorders</td>
<td>a) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>a) Inpatient and other facility based Care</td>
<td>b) No Copay</td>
</tr>
<tr>
<td>b) Outpatient Care</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>c) Intensive Outpatient Care (does not include detox)</td>
<td>c) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>L – Detox is limited to removal of toxic substances from the body</td>
<td></td>
</tr>
<tr>
<td>Blood Services – outpatient</td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply</td>
<td></td>
</tr>
<tr>
<td>Children’s Dental Services</td>
<td>No Copay</td>
</tr>
<tr>
<td>L – Children’s Dental Services are only covered for Members up to age 19.</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>Benefits</td>
<td>Copay/Coinsurance</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Chiropractic Care (Chiro Care)</strong></td>
<td>$45 Copay per visit</td>
</tr>
<tr>
<td>M - 20 visits per Member per Calendar Year.</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>Related services are subject to the Cost Sharing for the type of service.</td>
<td></td>
</tr>
<tr>
<td><strong>Colorectal Cancer Screenings – outpatient</strong></td>
<td>No Copay</td>
</tr>
<tr>
<td>(Including screening colonoscopies and sigmoidoscopies, removal of polyps during the screening and fecal occult blood tests)</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>Related services (anesthesia, laboratory services, medical supplies and radiology) are included in the colorectal cancer screening benefit.</td>
<td></td>
</tr>
<tr>
<td>Cost Sharing may apply for non-preventive Care provided at the same visit.</td>
<td></td>
</tr>
<tr>
<td><strong>Diabetic Education - outpatient</strong></td>
<td>a) &amp; b) See Office Visits section on this Coverage Schedule</td>
</tr>
<tr>
<td>a) PCP</td>
<td></td>
</tr>
<tr>
<td>b) Any other Network Provider</td>
<td></td>
</tr>
<tr>
<td>Related services are subject to the applicable Cost Sharing for the type of service.</td>
<td></td>
</tr>
<tr>
<td><strong>Dialysis - outpatient</strong></td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Related services are subject to the applicable Cost Sharing for the type of service.</td>
<td></td>
</tr>
<tr>
<td><strong>Disposable Medical Supplies (including diabetic disposable medical supplies)</strong></td>
<td>a) See the Prescription Drug Products section on this Coverage Schedule</td>
</tr>
<tr>
<td>a) Picked up from a pharmacy and on Tiers 1-4 of the RMHP Formulary</td>
<td>b) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>L - Subject to quantity limits noted in the RMHP Formulary.</td>
<td></td>
</tr>
<tr>
<td>b) All other Disposable Medical Supplies</td>
<td></td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td></td>
</tr>
<tr>
<td>See the RMHP Formulary at <a href="http://www.rmhp.org">www.rmhp.org</a>.</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Copay/Coinsurance</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Durable Medical Equipment (DME) and Repairs</strong> (Rehabilitative and Habilitative)</td>
<td>a) See Prescription Drug Products section on this Coverage Schedule</td>
</tr>
<tr>
<td>a) Picked up from a pharmacy and on Tiers 1-4 of the RMHP Formulary</td>
<td>b) Rental or purchase: No Copay</td>
</tr>
<tr>
<td>L - Subject to quantity limits noted in the RMHP Formulary.</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>b) Breast pumps and supplies</td>
<td>c) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>L – Covered with the birth of a child.</td>
<td></td>
</tr>
<tr>
<td>L – Rental or purchase is covered up to the cost of the RMHP Preferred Model.</td>
<td></td>
</tr>
<tr>
<td>c) All other Durable Medical Equipment (including insulin pumps)</td>
<td></td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td></td>
</tr>
<tr>
<td>See the RMHP Formulary at <a href="http://www.rmhp.org">www.rmhp.org</a>.</td>
<td></td>
</tr>
<tr>
<td><strong>Early Intervention Services (EIS)</strong></td>
<td>No Copay</td>
</tr>
<tr>
<td>M - 45 therapeutic visits per Member per Calendar Year.</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>Any therapy Benefits received as part of EIS are not subject to and will not apply to the Maximum Benefit Levels for other therapy services under this Contract</td>
<td></td>
</tr>
<tr>
<td>L - EIS are only a Benefit for Members who are under age 3.</td>
<td></td>
</tr>
<tr>
<td><strong>Emergency Room Care</strong></td>
<td><strong>Before Your Deductible is met:</strong></td>
</tr>
<tr>
<td>Copay waived if You are admitted to a hospital.</td>
<td>$500 Copay per visit, not subject to Deductible, then balance of Allowed Charges for visit subject to Deductible. If Deductible is met during the visit, 30% Coinsurance applies to remainder of Allowed Charges</td>
</tr>
<tr>
<td></td>
<td><strong>After Your Deductible is met:</strong></td>
</tr>
<tr>
<td></td>
<td>$500 Copay per visit, then 30% Coinsurance</td>
</tr>
<tr>
<td><strong>Enteral Nutrition</strong></td>
<td>a) &amp; b) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>L - Covered for Members up to age 3.</td>
<td></td>
</tr>
<tr>
<td>a) Picked up from a pharmacy</td>
<td></td>
</tr>
<tr>
<td>b) Not picked up from a pharmacy</td>
<td></td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td></td>
</tr>
<tr>
<td>See the RMHP Formulary at <a href="http://www.rmhp.org">www.rmhp.org</a>.</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Copay/Coinurance</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Eye Care</strong></td>
<td></td>
</tr>
<tr>
<td>a) Vision screening</td>
<td></td>
</tr>
<tr>
<td>M - One per Member per Calendar Year.</td>
<td></td>
</tr>
<tr>
<td>b) Eyeglasses, lenses and contact lenses</td>
<td></td>
</tr>
<tr>
<td>Related services are subject to the applicable Cost Sharing for the type of service.</td>
<td></td>
</tr>
<tr>
<td>L – Vision screenings are only covered for children up to age 19.</td>
<td></td>
</tr>
<tr>
<td>L – Eyeglasses, lenses and contact lenses are only covered for children up to age 19, or after covered eye surgery, or with a diagnosis of keratoconus.</td>
<td></td>
</tr>
<tr>
<td>L – Replacement eyeglasses, lenses and contact lenses are limited to one pair or set every two (2) years for children up to age 19.</td>
<td></td>
</tr>
<tr>
<td><strong>Family Planning and Sterilization</strong></td>
<td></td>
</tr>
<tr>
<td>a) Any medically acceptable device or procedure used to prevent pregnancy not listed below</td>
<td>a) Subject to the applicable Cost Sharing for type of service provided</td>
</tr>
<tr>
<td>b) Counseling and information on birth control</td>
<td>b) – f) No Copay</td>
</tr>
<tr>
<td><strong>Birth control for women</strong></td>
<td></td>
</tr>
<tr>
<td>We cover at least one form of contraceptive in each method identified by the FDA without Cost Sharing. The FDA has currently identified 18 methods of contraception.</td>
<td></td>
</tr>
<tr>
<td>c) Diaphragms</td>
<td></td>
</tr>
<tr>
<td>d) IUDs and subdermal implants</td>
<td></td>
</tr>
<tr>
<td>e) Hormone injections</td>
<td></td>
</tr>
<tr>
<td>f) Surgical sterilization for women</td>
<td></td>
</tr>
<tr>
<td>g) Prescription Drug Products picked up from a pharmacy</td>
<td></td>
</tr>
<tr>
<td><strong>Birth control for men</strong></td>
<td></td>
</tr>
<tr>
<td>h) Surgical sterilization for men</td>
<td></td>
</tr>
<tr>
<td>♦ Over-the-counter contraceptive drugs or devices which do not require a prescription, except those on the RMHP Formulary.</td>
<td></td>
</tr>
<tr>
<td>See the RMHP Formulary at <a href="http://www.rmhp.org">www.rmhp.org</a>.</td>
<td></td>
</tr>
<tr>
<td>a) No Copay</td>
<td></td>
</tr>
<tr>
<td>Not subject to Deductible</td>
<td></td>
</tr>
<tr>
<td>b) After Deductible, 30% Coinsurance</td>
<td></td>
</tr>
</tbody>
</table>
### Benefits | Copay/Coinsurance
---|---
**Hearing Exams and Hearing Aids**
a) Hearing exams and tests  
b) Hearing aids  
**L -** Hearing aids are only covered for Members up to age 18.  
**L -** Replacement hearing aids are limited to 1 pair every 5 years, unless changes to the current hearing aid cannot meet the needs of the Member.  
a) $45 Copay per visit  
Not subject to Deductible  
b) After Deductible, 30% Coinsurance

**Home Health Services**
After Deductible, 30% Coinsurance

**Hospice Services – inpatient and outpatient**
After Deductible, 30% Coinsurance

**Hospital – inpatient and outpatient**  
(Appplies to all Hospital Care unless otherwise provided in this Coverage Schedule)  
After Deductible, 30% Coinsurance

**Infertility Care – outpatient**
a) PCP  
b) Any other Network Provider  
c) Artificial insemination  
Related services are subject to the Cost Sharing for the type of service.  
a) & b) See Office Visits section on this Coverage Schedule  
c) After Deductible, 30% Coinsurance

**Injectable Drugs (Self-Administered)**
a) Picked up from a pharmacy and on Tiers 1-4 of the RMHP Formulary  
b) Received in a Physician’s office or outpatient facility  
See the RMHP Formulary at www.rmhp.org.  
a) See the Prescription Drug Products section of this Coverage Schedule  
b) ☒ Not covered

**Injectable Drugs, including allergy injections (Non Self-Administered) and Infusion Drugs**
a) Picked up from a pharmacy and on Tier 6 or higher of the RMHP Formulary  
b) Not picked up from a pharmacy  
Office visit Cost Sharing may apply.  
See the RMHP Formulary at www.rmhp.org.  
a) & b) After Deductible, 30% Coinsurance

**Laboratory Services – outpatient**
Office visits and related services are subject to the applicable Cost Sharing for the type of service.  
After Deductible, 30% Coinsurance
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Copay/Coinsurance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maternity Care</strong></td>
<td></td>
</tr>
<tr>
<td>a) Routine prenatal office visits</td>
<td>a) &amp; b) No Copay</td>
</tr>
<tr>
<td>b) Other routine prenatal Care</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>c) Delivery and inpatient well-baby Care</td>
<td>c) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Non-routine maternity services are subject to the applicable Cost Sharing for the type of service.</td>
<td></td>
</tr>
<tr>
<td><strong>Medical Foods and Therapeutic Formulas</strong></td>
<td></td>
</tr>
<tr>
<td>a) Picked up from a pharmacy</td>
<td>a) &amp; b) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>b) Not picked up from a pharmacy</td>
<td></td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td></td>
</tr>
<tr>
<td>See the RMHP Formulary at <a href="http://www.rmhp.org">www.rmhp.org</a>.</td>
<td></td>
</tr>
<tr>
<td><strong>Nutritional Counseling - outpatient</strong></td>
<td></td>
</tr>
<tr>
<td>a) At an office visit or an outpatient facility</td>
<td>a) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td>b) No Copay</td>
</tr>
<tr>
<td>b) For Members per the “A” or “B” recommendations of the USPSTF</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>Cost Sharing may apply for non-preventive Care provided at the same visit.</td>
<td></td>
</tr>
<tr>
<td><strong>Office Visits</strong></td>
<td></td>
</tr>
<tr>
<td>(Applies to all office visit Care unless otherwise provided in this Coverage Schedule)</td>
<td></td>
</tr>
<tr>
<td>a) First 2 PCP office visits per Member per Calendar Year</td>
<td>a) No Copay</td>
</tr>
<tr>
<td>b) Any PCP office visits after the first 2 per Member per Calendar Year</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>c) First 2 office visits to any other Network Provider per Member per Calendar Year</td>
<td>b) $45 Copay per visit</td>
</tr>
<tr>
<td>d) Office visits to any other Nework Provider after the first 2 per Member per Calendar Year</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>Related services are subject to the Cost Sharing for the type of service.</td>
<td>c) $100 Copay per visit</td>
</tr>
<tr>
<td>Visits at an outpatient facility will be subject to the applicable Cost Sharing in addition to any applicable office visit Cost Sharing.</td>
<td>d) After Deductible, $100 Copay per visit</td>
</tr>
<tr>
<td><strong>Orthotic Devices (OD)</strong> (Including repairs)</td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td></td>
</tr>
<tr>
<td><strong>Oxygen Service – outpatient</strong></td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Benefits</td>
<td>Copay/Coinurance</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td><strong>Physician Services</strong></td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Physician’s office and outpatient facility Care.</td>
<td></td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td></td>
</tr>
</tbody>
</table>
**Benefits**

### Prescription Drug Products

- **L - Retail Pharmacy and Mail Order Pharmacy** – up to a 90-day supply. Specialty Prescription Drug Products on any tier and Prescription Drug Products on Tier 4 are limited to a 31-day supply. However, certain products may only be available in forms that are given in intervals longer than every 31 days. In this case, Your Cost Sharing will depend upon the days’ supply You receive. This Limitation doesn’t apply to oral contraceptive drugs, patches and rings.

You can get up to a 1 year supply after an initial 3 month supply for oral contraceptive drugs and patches.

Benefits are subject to the Limitations and Exclusions in the RMHP Formulary and Your Contract.

### There is no Cost Sharing for contraceptive drugs and devices noted as “H” or “H-PA” on any tier of the RMHP Formulary.

- There is also no Cost Sharing for oral anti-cancer drugs on any tier of the RMHP Formulary.

### Your Cost Sharing will not exceed $100 per 30 day supply of insulin, regardless of the amount or type of insulin needed to fill Your Prescription Order(s).

You will be charged an Ancillary Charge when a Prescription Drug Product is dispensed at Your or Your provider’s request and a Chemically Equivalent Prescription Drug Product is available. For example, if You choose to fill a Prescription Order for a Brand-name Prescription Drug Product when a Generic is available, Your Ancillary Charge will be the difference in cost between the Brand-name and the Generic Prescription Drug Product. The Ancillary Charge does not apply to Your Yearly Out-of-Pocket Maximum. You will continue to pay the Ancillary Charge once Your Yearly Out-of-Pocket Maximum is met.

See the RMHP Formulary at [www.rmhp.org](http://www.rmhp.org).

**Copay/Coinsurance**

See chart below.
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Tier 1: Not subject to Deductible</th>
<th>Tier 2: Not subject to Deductible</th>
<th>Tier 3: Not subject to Deductible</th>
<th>Tier 4: Not subject to Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Network Prescription Drug Product Benefit</td>
<td>$15.00 Copay</td>
<td>$40.00 Copay</td>
<td>$80.00 Copay</td>
<td>$350.00 Copay</td>
</tr>
<tr>
<td>Up to 31 day supply at all Network Pharmacies</td>
<td>$30.00 Copay</td>
<td>$80.00 Copay</td>
<td>$160.00 Copay</td>
<td>Limited to 31 day supply*</td>
</tr>
<tr>
<td>*Specialty Prescription Drug Products on all tiers are limited to a 31-day supply. If given in intervals longer than every 31 days, see applicable tier for Cost Sharing.</td>
<td></td>
<td></td>
<td></td>
<td>*If the Prescription Drug Product is given in intervals longer than every 31 days, $700.00 Copay</td>
</tr>
<tr>
<td>32 to 60 day supply at a Retail Pharmacy &amp; Mail Order Pharmacy*</td>
<td>$37.50 Copay</td>
<td>$100.00 Copay</td>
<td>$200.00 Copay</td>
<td>Limited to 31 day supply*</td>
</tr>
<tr>
<td>*Specialty Prescription Drug Products on all tiers are limited to a 31-day supply. If given in intervals longer than every 31 days, see applicable tier for Cost Sharing.</td>
<td></td>
<td></td>
<td></td>
<td>*If the Prescription Drug Product is given in intervals longer than every 31 days, $875.00 Copay</td>
</tr>
</tbody>
</table>

Preventive Cancer Screenings – outpatient

M - One per type of service per Member per Calendar Year.

Cost Sharing may apply for non-preventive Care provided at the same visit.

a) Mammograms (preventive or diagnostic)
b) Prostate screenings
c) Routine pap smears (cervical cancer screenings)

a - c) No Copay

Not subject to Deductible
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Copay/Coinsurance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Preventive Services – outpatient</strong></td>
<td></td>
</tr>
<tr>
<td>Cost Sharing may apply for non-preventive Care provided at the same visit.</td>
<td></td>
</tr>
<tr>
<td>a) Adult physical exams and routine gynecological exams</td>
<td>a - j) No Copay</td>
</tr>
<tr>
<td>b) Behavioral health screening</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td><strong>M</strong> - For a) and b) above, one per type of service per Member per Calendar Year, except for additional preventive services recommended by a Physician.</td>
<td></td>
</tr>
<tr>
<td>c) Well baby Care, well child Care and child health supervision services, not including immunizations</td>
<td></td>
</tr>
<tr>
<td><strong>L</strong> - Well child services as age appropriate.</td>
<td></td>
</tr>
<tr>
<td>d) Immunizations - Adult and child immunizations, vaccination for cervical cancer, and influenza and pneumococcal immunizations as recommended by ACIP</td>
<td></td>
</tr>
<tr>
<td><strong>②</strong> - Travel immunizations</td>
<td></td>
</tr>
<tr>
<td>e) Alcohol misuse screening and behavioral counseling interventions for adults, depression screening for adolescents and adults, and perinatal depression counseling, per the “A” or “B” recommendations of the USPSTF</td>
<td></td>
</tr>
<tr>
<td>f) Tobacco use screening for adults by any primary care provider, unlimited tobacco cessation interventions for adults per the “A” or “B” recommendations of the USPSTF, access to the Colorado Quitline, and all FDA approved tobacco cessation medications (both prescription and over-the-counter)</td>
<td></td>
</tr>
<tr>
<td>g) Cholesterol screening for lipid disorders</td>
<td></td>
</tr>
<tr>
<td>h) Chlamydia screening, for female Members within the ages of the USPSTF recommendation</td>
<td></td>
</tr>
<tr>
<td>i) Type 2 diabetes screening</td>
<td></td>
</tr>
<tr>
<td>j) Any preventive service not listed above included:</td>
<td></td>
</tr>
<tr>
<td>• as an “A” or “B” recommendation by the USPSTF;</td>
<td></td>
</tr>
<tr>
<td>• in the women’s preventive care and screening guidelines supported by HRSA; or</td>
<td></td>
</tr>
<tr>
<td>• in the infants, children, and adolescents preventive care and screenings guidelines supported by HRSA.</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Copay/Coinsurance</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td><strong>Prosthetic Devices (PD)</strong></td>
<td></td>
</tr>
<tr>
<td>a) Arm and leg prosthetic devices</td>
<td>a) 20% Coinsurance</td>
</tr>
<tr>
<td>b) All other prosthetic devices</td>
<td>Not subject to Deductible</td>
</tr>
<tr>
<td>c) Repairs</td>
<td>b) &amp; c) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td></td>
</tr>
<tr>
<td><strong>Radiation Therapy</strong></td>
<td></td>
</tr>
<tr>
<td>After Deductible, 30% Coinsurance</td>
<td></td>
</tr>
<tr>
<td><strong>Skilled Nursing Facility Services</strong></td>
<td></td>
</tr>
<tr>
<td>M - 100 days per Member per Calendar Year</td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td><strong>Surgery</strong></td>
<td></td>
</tr>
<tr>
<td>(Applies to all surgery Care and services unless otherwise provided in this Coverage Schedule)</td>
<td></td>
</tr>
<tr>
<td>a) Inpatient surgery</td>
<td>a) &amp; b) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>b) Outpatient surgery and invasive diagnostic testing</td>
<td></td>
</tr>
<tr>
<td><strong>Therapy Services – inpatient physical, speech, occupational therapy, pulmonary and cardiac rehabilitation</strong></td>
<td></td>
</tr>
<tr>
<td>M - Rehabilitative and Habilitative physical, occupational and speech therapies (combined) are limited to 2 months per Episode per medical condition.</td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td><strong>Therapy Services – outpatient physical, speech, occupational therapy, pulmonary and cardiac rehabilitation</strong></td>
<td></td>
</tr>
<tr>
<td>M - Physical, occupational and speech therapies for rehabilitative purposes are limited to 20 visits per Member per therapy per Calendar Year.</td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>M - Physical, occupational and speech therapies for rehabilitative purposes for congenital defects and birth abnormalities (for Members up to 6 years of age) are limited to 20 visits per Member per therapy per Calendar Year.</td>
<td></td>
</tr>
<tr>
<td>M - Physical, occupational and speech therapies for Habilitative purposes are limited to 20 visits per Member per therapy per Calendar Year.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Parenteral Nutrition (TPN) – outpatient</strong></td>
<td></td>
</tr>
<tr>
<td>Office visit Cost Sharing may apply.</td>
<td>After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td><strong>Transplants – inpatient and outpatient</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Urgent Care Services – outpatient</strong></td>
<td></td>
</tr>
<tr>
<td>Related services are subject to the applicable Cost Sharing for the type of service.</td>
<td>$65 Copay per visit</td>
</tr>
<tr>
<td>Not subject to Deductible</td>
<td></td>
</tr>
</tbody>
</table>
### X-ray and Other Imaging Services – outpatient

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Copay/Coinsurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) X-rays and other imaging</td>
<td>a) &amp; b) After Deductible, 30% Coinsurance</td>
</tr>
<tr>
<td>b) MRI, PET and CT scans</td>
<td></td>
</tr>
</tbody>
</table>

Office visits and related services are subject to the applicable Cost Sharing for the type of service.
By enrolling with and/or obtaining Benefits from Us, each Subscriber and Member agrees to all terms of this Contract.

This Contract is effective for use beginning January 1, 2020.

This Contract does not provide any dental benefits to individuals age 19 or older. This Contract is being offered so the purchaser will have pediatric dental coverage as required by the Affordable Care Act. If You want adult dental benefits, You will need to buy a plan that has adult dental benefits. This Contract will not pay for any adult dental care, so You will have to pay the full price of any care you receive.

ROCKY MOUNTAIN HEALTH MAINTENANCE ORGANIZATION, INC.

By ____________________________
Patrick Gordon, President and CEO
3. CONTACT US

<table>
<thead>
<tr>
<th>Customer Service</th>
</tr>
</thead>
</table>
| **Address:** Rocky Mountain Health Plans  
   2775 Crossroads Blvd.  
   PO Box 10600  
   Grand Junction, CO 81502-5600 |

| **Hours:** |
| 8:00 A.M. – 5:00 P.M. Monday – Friday |

| **Phone Number:** |
| 970-243-7050 or 800-346-4643  
Para asistencia en español llame al 970-243-7050 or 800-346-4643 |

| **TTY Number:** |
| If you are hearing impaired and use TTY equipment, call 711. |

| **Fax:** |
| Fax: 970-244-7880 |

| **Email Address:** |
| customer_service@rmhp.org |

| **Interpretation Services:** |
| Help is available for callers who speak other languages.  
Please call Us at the phone numbers above. |

<table>
<thead>
<tr>
<th>Other Important Contacts</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Complaints About the Care You Get</th>
</tr>
</thead>
</table>
| Rocky Mountain Health Plans  
Attention: Member Appeals  
2775 Crossroads Blvd.  
PO Box 10600  
Grand Junction, CO 81502-5600 |

| **Fax:** |
| Fax: 970-244-7828 |

<table>
<thead>
<tr>
<th>Privacy Complaints</th>
</tr>
</thead>
</table>
| Rocky Mountain Health Plans  
Attention: Privacy Complaint  
2775 Crossroads Blvd.  
PO Box 10600  
Grand Junction, CO 81502-5600 |
4. TABLE OF CONTENTS

1. SCHEDULE OF BENEFITS (Who Pays What) ................................................................. 1
2. TITLE PAGE (Cover Page) .......................................................................................... i
3. CONTACT US .............................................................................................................. ii
4. TABLE OF CONTENTS .............................................................................................. iii
5. ELIGIBILITY .................................................................................................................... 1
   A. General Eligibility Rules ......................................................................................... 1
   B. Eligibility of Subscriber ......................................................................................... 1
   C. Eligibility of Dependent Spouse .......................................................................... 1
   D. Eligibility of a Dependent Child ......................................................................... 1
   E. Eligibility of Same-Sex Domestic Partner .......................................................... 2
   F. Eligibility of a Designated Beneficiary ............................................................... 2
   G. Adding a Dependent .............................................................................................. 2
   H. Yearly Open Enrollment Period .......................................................................... 3
   I. Special Enrollment Periods .................................................................................. 3
   J. Native Americans/Alaskan Natives .................................................................. 7
   K. Member ID Card .................................................................................................... 7
   L. False Statements ................................................................................................... 7

6. HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF
   BENEFITS ................................................................................................................... 7
   A. Compliance with Primary Care Procedures ...................................................... 7
   B. Payment for Non-Covered Services ................................................................ 7
   C. Choosing a PCP .................................................................................................... 8
   D. Your Member ID Card ........................................................................................ 8
   E. Getting Care ......................................................................................................... 8
      (1) PCP Visits: ........................................................................................................ 8
      (2) Emergency Care: ............................................................................................. 8
      (3) Network Specialist and Other Provider Visits: ............................................ 9
      (4) Non-Network Providers: .............................................................................. 9
      (5) On-Going Care from Non-Network Providers: ........................................... 10
      (6) Immunizations: ............................................................................................. 10
      (7) Termination of Network Provider: .............................................................. 10
   F. Prior Authorization ............................................................................................... 10
   G. Referrals ................................................................................................................. 11
   H. Access Plan .......................................................................................................... 11
   I. Non-Discrimination ............................................................................................... 12

7. BENEFITS/COVERAGE (What is Covered) ................................................................. 12
   A. Benefits ................................................................................................................. 12
   B. Covered Benefits .................................................................................................. 13
      (1) Allergy Testing ............................................................................................... 13
      (2) Ambulance Services ....................................................................................... 13
      (3) Autism Spectrum Disorders ........................................................................ 14
      (4) Bariatric Services ........................................................................................... 14
      (5) Behavioral, Mental Health and Substance Use Disorder Services .......... 15
      (6) Blood Services ............................................................................................... 15
      (7) Chemotherapy (chemo) and Radiation ....................................................... 16
      (8) Chiropractic Care (Chiro Care) ................................................................. 16
      (9) Cleft Lip and Palate Services ..................................................................... 17

HMO_IDV_Regional_EOC_CD-01-01012020

iii
(10) Clinical Trials ................................................................. 18
(11) Dental Services and Oral Surgery ........................................ 18
(12) Diabetic Services ............................................................ 21
(13) Dialysis ........................................................................ 21
(14) Early Intervention Services (EIS) ......................................... 21
(15) Education Services ....................................................... 22
(16) Emergency Care and Urgent Care ...................................... 22
(17) Eye Care ....................................................................... 23
(18) Habilitative Care ............................................................ 24
(19) Hearing Care .................................................................. 24
(20) Home Health Services ................................................... 25
(21) Hospice Services ............................................................ 26
(22) Hospital Services ........................................................... 27
(23) Implanted Devices .......................................................... 28
(24) Infertility Services ........................................................... 28
(25) Intractable Pain ............................................................... 29
(26) Mastectomy Services ....................................................... 29
(27) Maternity Care and Family Planning ................................... 29
(28) Medical Equipment, Supplies, Orthotic Devices (OD), Prosthetic Devices (PD) and Repairs and Oxygen .................................................. 31
(29) Nutrition .................................................................... 33
(30) Outpatient Injectable and Infusion Drugs ......................... 34
(31) Physician Services and Preventive Services .................... 34
(32) Podiatry Services .............................................................. 37
(33) Prescribed Drugs and Immunizations ............................. 37
(34) Reconstructive Surgery ................................................... 43
(35) Skilled Nursing Facility (SNF) Services .......................... 43
(36) Telehealth ..................................................................... 44
(37) Therapy Services ............................................................ 44
(38) Transgender Services ..................................................... 46
(39) Transplants .................................................................. 47

C. Pilot Programs ................................................................... 50

D. Double Coverage and Coordination of Benefits (COB) ............... 50
   (1) Medicare COB ............................................................... 50
   (2) Auto Insurance Benefits COB ........................................ 50
   (3) Prior Coverage .............................................................. 51
   (4) Pursuit of Coverage ....................................................... 51
   (5) No Double Recovery ..................................................... 51
   (6) Insurance With Other Insurers ....................................... 51

8. LIMITATIONS/EXCLUSIONS (What is Not Covered) ......................... 52
   A. Limitations: .................................................................. 52
   B. General Exclusions .......................................................... 52
   C. Specific Exclusions ............................................................ 54

9. MEMBER PAYMENT RESPONSIBILITY ................................ 67
   A. Payment ...................................................................... 67
   B. Assessments .................................................................. 67
   C. Yearly Out-of-Pocket Maximum ...................................... 67
   D. Change of Health Care Plans ......................................... 67
   E. Incentives ..................................................................... 68
F. Third Party Liability .................................................................68
   (1) Applicability .................................................................68
   (2) Subrogation ..................................................................68
   (3) Reimbursement of Proceeds ...........................................69
   (4) Settlement of Third-Party Liability Claims ......................69
G. Interest ..............................................................................70
10. CLAIMS PROCEDURE (How to File a Claim) .......................70
    A. Filing Claims .....................................................................70
       (1) Time Limit ....................................................................70
       (2) Required Information ..................................................70
       (3) Manner of Payment .....................................................72
       (4) Minor or Incompetency ...............................................72
    B. Time Lines for Our Decisions .........................................72
    C. RMHP Formulary Exception Requests .............................73
       (1) Standard Review .........................................................74
       (2) Expedited Review .......................................................74
       (3) External Review ........................................................74
11. GENERAL POLICY PROVISIONS .........................................75
    A. Reporting Rules for Subscribers and Members ..................75
       (1) Double Coverage .......................................................75
       (2) Tell Us if You are Admitted to a Non-Network Hospital ..75
       (3) Report Third-Party Claims .........................................75
       (4) If Your Eligibility Changes .........................................75
       (5) Tell Us if Your Address Changes .................................75
    B. Duration ...........................................................................76
    C. Application and Effective Date .......................................76
    D. Confidentiality of Records .............................................76
    E. Relationship with Providers ...........................................76
    F. Controlling Costs ..........................................................77
    G. Notice .............................................................................77
    H. Assignment ......................................................................77
    I. Enforcement ......................................................................77
    J. Offset .............................................................................78
    K. Binding Effect ...............................................................78
    L. Headings .........................................................................78
    M. Unexpected or Uncontrollable Events .............................78
    N. Entire Agreement ..........................................................78
    O. Interpretation ...................................................................78
12. TERMINATION/NON-RENEWAL/CONTINUATION .....................79
    A. Termination for Cause ....................................................79
    B. Procedure to Terminate for Cause .................................79
    C. Other Terminations .......................................................80
    D. Reinstatement of Contract ............................................82
    E. Requests for Retroactive Termination .............................82
    F. Effect of Ending Subscriber’s Coverage ...........................82
    G. Termination for Any Reason ...........................................82
    H. Renewability of this Contract .......................................82
    I. Continued Inpatient Care ..............................................83
    J. Continuation of Coverage ..............................................83

HMO_IDV_Regional_EOC_CD-01-01012020
13. APPEALS AND COMPLAINTS ................................................................. 83
   A. Informal Procedure ...................................................................... 83
   B. Review Time Lines ..................................................................... 84
      (1) Fast Review .......................................................................... 84
      (2) Fast External Review .............................................................. 84
   C. Review Procedure ...................................................................... 85
      (1) Filing a Complaint ................................................................. 85
      (2) Internal Review ..................................................................... 86
      (3) External Review: ................................................................. 89
   D. Arbitration .................................................................................. 91
   E. De Novo Review ......................................................................... 93
   F. Jurisdiction and Venue .............................................................. 93
   G. Time is of the Essence .............................................................. 93
   H. Contact the Insurance Commissioner ......................................... 93
   I. HIPAA Privacy Complaints ....................................................... 94
   J. Quality of Care Concerns ......................................................... 94
   K. Release of Records ................................................................... 94
   L. Changes to the Complaint Process ............................................. 94
14. INFORMATION ON POLICY AND RATE CHANGES ............................. 94
   A. Amendment ............................................................................. 94
   B. Premium Changes ..................................................................... 95
15. DEFINITIONS .................................................................................. 95
   A. Definitions ............................................................................... 95
5. ELIGIBILITY

A. General Eligibility Rules

You must meet all of the “General Eligibility Rules” below to enroll with Us, unless the rules are not allowed by law:

- The Subscriber must live in one of the following counties in the Service Area: Mesa or Delta.
  
  This rule does not apply to Subscribers as allowed by Us in writing under Our rules. The Subscriber will remain eligible for coverage and this Contract will not be terminated if the Subscriber moves to Garfield or Montrose Counties. If this happens, the Subscriber will not be eligible to renew during the next Yearly Open Enrollment Period;

- You must meet the rules of this Contract;

- We must get Your accurate and complete application and other requested information;

- A Network Provider, a Non-Network Provider or anyone affiliated with a Network Provider or Non-Network Provider who has provided or intends to provide You Care may not pay Your Premium. This will not apply if We are required by law to accept such payment; and

- Dependents must meet the eligibility rules in this Contract.

We will not refuse to enroll You solely because You are a medical assistance recipient and coverage is sought per section 25.5-4-210, C.R.S.

B. Eligibility of Subscriber

A Subscriber may enroll if he or she meets all the General Eligibility Rules.

C. Eligibility of Dependent Spouse

A Dependent Spouse may enroll if he or she meets the General Eligibility Rules.

D. Eligibility of a Dependent Child

A Dependent Child must meet the General Eligibility Rules and one of the following rules to be eligible to enroll:

- Be under 26 years old. (Eligibility ends the last day of the month when the child becomes 26 years old.)

- Be medically certified as disabled and dependent on the Subscriber, Dependent Spouse or Domestic Partner. A disabled Dependent Child can be any age. The Subscriber must give Us proof of the disability and dependency each Calendar Year. This requirement may be waived by Us in writing.
E. **Eligibility of Same-Sex Domestic Partner**

A Same-Sex Domestic Partner (“Domestic Partner”) may enroll if the Domestic Partner meets the General Eligibility Rules.

F. **Eligibility of a Designated Beneficiary**

A Designated Beneficiary (DB) may enroll if the DB:

- meets the General Eligibility Rules; and
- has a Designated Beneficiary Agreement (DBA) per Colorado law.

G. **Adding a Dependent**

If You got this Policy on the Exchange, You must tell the Exchange when You are adding a Dependent. If You did not get this Policy on the Exchange, You must tell Us when You are adding a Dependent.

1. **Newborns**: A newborn Dependent Child is covered under this Contract for 31 days after birth. Coverage will not continue after the first 31 days unless the Subscriber asks Us to continue the coverage. The request to enroll must be made within 60 days of the birth. Any Premium changes for the first month will be prorated to the date of birth. All Care is subject to applicable Cost Sharing.

2. **New Dependents Due to Adoption or Placement for Adoption (Adoption)**: A person who becomes a Dependent by Adoption may enroll if he or she meets the General Eligibility Rules. The request to enroll must be made within 60 days after the Adoption. The effective date of coverage will be the date of the Adoption. Premiums will change on the effective date of coverage.

3. **New Dependents Due to Placement in Foster Care**: A person who becomes a Dependent due to placement in foster care may enroll if he or she meets the General Eligibility Rules. The request to enroll must be made within 60 days after the placement in foster care. The effective date of coverage will be the date of the placement in foster care. Premiums will change on the effective date of coverage.

4. **New Dependents Due to Marriage**: A person who becomes a Dependent by marriage or Civil Union after the Effective Date may enroll if he or she meets the General Eligibility Rules. The request to enroll must be made within 60 days after the marriage or Civil Union. Coverage will begin on the date of the marriage or Civil Union if We get the request to enroll before that date. If not, coverage begins the first day of the month after the date of the marriage or the Civil Union. Premiums will change on the effective date of coverage.
(5) **New Dependents Who Are Designated Beneficiaries (DB):** A person who becomes a DB after the Effective Date may enroll if the DB meets the General Eligibility Rules.

The request to enroll must be made within 60 days after the DBA is recorded. If We get the request to enroll before the DBA is recorded, coverage begins on the date the DBA is recorded. Changes in Premium for the addition of a new Dependent will occur on the effective date of coverage.

H. **Yearly Open Enrollment Period**

During the Yearly Open Enrollment Period, You may change Policies or add Dependents to Your coverage under this Contract. The effective date of any changes will be the January 1 following the Yearly Open Enrollment Period.

I. **Special Enrollment Periods**

(1) You may enroll, or change QHPs, outside of the Yearly Open Enrollment Period if the General Eligibility Rules are met and if the request to enroll is made within 30 days before or 60 days after any of the following events:

- You gain a Dependent through marriage, birth, adoption, placement for adoption, placement in foster care, child support order or other court order, or by entering into a Civil Union or a DBA. To enroll in a QHP as a result of a marriage, You must either provide proof to the Exchange of: (1) having minimum essential coverage at least 1 or more days in the 60 days prior to the marriage; (2) having lived in a foreign country or in a U.S. territory for 1 or more days in the 60 days prior to the marriage; (3) be an Indian; or (4) having lived in an area where there was not a QHP available through the Exchange for 1 or more days in the 60 days prior to the marriage. If You are already enrolled, You must stay on Your current QHP;

- if You got this Policy on the Exchange and the Subscriber or Dependent, who was not previously a citizen, national, or lawfully present individual gains such status. If You are already enrolled, You can change to a different QHP of the same metal level;

- Your enrollment or non-enrollment in a QHP or other health benefit plan is unintentional, inadvertent, or a mistake and is the result of the mistake, misrepresentation, misconduct or inaction of a carrier, producer or an officer, employee, or agent of the Exchange or the U.S. Department of Health and Human Services (HHS) or a non-Exchange entity providing enrollment assistance or conducting enrollment activities. If You are already enrolled, You can change to a QHP of any metal level. For purposes of this section, misconduct means the failure to follow the standards of:

  - the ACA,
• other applicable Federal or State laws

as determined by the Exchange;

• You show the Exchange or the Colorado Division of Insurance that Your QHP or other health benefit plan substantially violated a material provision of its contract with You. If You are already enrolled, You can change to a different QHP of any metal level;

• if You got this Policy on the Exchange, You show the Exchange, per HHS guidelines, that You meet other exceptional circumstances as the Exchange may provide. If You are already enrolled, You can change to a QHP of any metal level;

• If You or Your Dependent got a Policy on the Exchange or off the Exchange, and show the Exchange or the DOI, as applicable, that a material error related to the Policy’s benefits, service area, or premium influenced You or Your Dependent’s decision to buy the Policy;

• a parent or legal guardian disenrolling a Dependent, or a Dependent becoming ineligible for CHP+ coverage;

• the Subscriber or Dependent’s becoming ineligible for Medicaid coverage. If You are already enrolled, You can change to a different QHP of the same metal level;

• if You or Your Dependent applied for coverage during the Yearly Open Enrollment Period or due to a triggering event, and are assessed as eligible for Medicaid or CHP+ coverage, but later determined ineligible for Medicaid or CHP+ either after Yearly Open Enrollment Period is over or more than 60 days after the triggering event, or if You or Your Dependent applied for coverage through the Colorado Medicaid or CHP+ programs during their open enrollment periods, and are determined ineligible for Medicaid or CHP+ after such open enrollment periods have ended;

• if You are: (a) a victim of domestic abuse or spousal abandonment, including a dependent or unmarried victim in a household, You already are enrolled in minimum essential coverage, and You want to enroll in coverage apart from the doer of the abuse or abandonment, or (b) a dependent of such a victim. If this happens, You can change to a QHP of any metal level; or

• if You gain access to new QHPs as a result of a permanent move. To enroll in a QHP as a result of a permanent move, You must either provide proof to the Exchange of: (1) having minimum essential coverage for at least 1 or more days in the 60 days prior to the move; (2) having lived in a foreign country or in a U.S. territory for 1 or more days in the 60 days prior to the move, (3) be an Indian, or (4) having lived in an area where
there was not a QHP available through the Exchange for 1 or more days in the 60 days prior to the move.

(2) You may enroll outside of the Yearly Open Enrollment Period if the General Eligibility Rules are met and the request to enroll is made within 60 days before or 60 days after any of the following events, unless otherwise noted below. If any of the below events happen, You can change to a different QHP of the same metal level.

You or Your Dependents:

- lose minimum essential coverage or existing Creditable Coverage for any reason other than Fraud or failure to pay a Premium. The date of the loss of coverage is the last day You would have coverage under Your previous plan or coverage;

- enrolled in any non-calendar year health insurance policy that will expire. This is even if You have the option to renew the expiring non-calendar year individual health insurance policy. The date of the loss of coverage is the date of the expiration of the non-calendar year policy;

- lose pregnancy-related coverage described in the Social Security Act or lose access to health care services through coverage provided to an unborn child. The date of the loss of coverage is the last day You have pregnancy-related or unborn child coverage;

- lose a Dependent or are no longer considered a Dependent through divorce, legal separation or death;

- the Exchange determines the Subscriber or Dependent to be newly eligible or newly ineligible for the federal advance premium tax credit or cost sharing reductions available through the Exchange under federal law. This only applies if the Subscriber or Dependent is not currently enrolled in a silver level QHP. If You are newly eligible, You can enroll in a silver level QHP. If You are newly ineligible, You can enroll in a QHP of any metal level;

- lose medically needy coverage as described in the Social Security Act only once per calendar year. The date of the loss of coverage is the last day You would have medically needy coverage;

- who are enrolled in an eligible employer-sponsored plan are determined newly eligible for advance payments of the premium tax credit. This is based in part on a finding that You are ineligible for qualifying coverage in an eligible-employer sponsored plan, including as a result of Your employer discontinuing or changing available coverage within the next 60 days, as long as You are allowed to terminate existing coverage;
• become newly eligible to enroll in a QHP through the Exchange because of a release from incarceration; or

• were not eligible for federal premium tax credit only because of a household income below 100% of the Federal Poverty Level. This only applies if, during the same time period, You or Your Dependents were not also eligible for Medicaid due to living in a non-Medicaid expansion state. In such case, if You or Your Dependents has a change in household income or moves to a different state, either of which results in You or Your Dependents becoming newly eligible for advance payments of the federal premium tax credit.

(3) You may enroll, or change QHPs, outside of the Yearly Open Enrollment Period if the General Eligibility Rules are met and if the request to enroll is made within 60 days after:

• an involuntary loss of coverage for You or Your Dependents at the end of the term of a short term limited duration health insurance policy You or Your Dependents bought. This only applies if there is no ability to purchase another short-term policy due to the short-term policy carrier ending its sales of all short-term policies in Colorado on or after April 1, 2019. You must give Us proof of the termination of the short-term policy with an end date on or after April 1, 2019.

(4) If You timely request to enroll, the effective date of coverage will be:

• no later than the first day of the month following plan selection after the marriage, Civil Union, or loss of Creditable Coverage;

• the date of the birth, Adoption, or placement in foster care, or if You request, the first day of the month following plan selection after the birth, Adoption or placement in foster care;

• the date a court order for gaining or becoming a Dependent is effective, or if You request, the first day of the month following plan selection after the court order, or if You request, as set forth below for all other events;

• for all other events:
  o an appropriate date based on the circumstances, if such flexibility is allowed under state or federal law;
  o the date of the event if coverage is requested prior to the event;
  o the first day of the following month if coverage is purchased between the 1st and the 15th day of the month; or
  o the first day of the second following month if coverage is purchased after the 15th day of the month.

The Exchange may permit the Subscriber to choose other coverage effective dates.
(5) We have a process to verify eligibility for special enrollment periods. We use this process to confirm that You or Your Dependent is eligible to enroll. We may ask for documents to confirm this. Information on Our process and on documents that We may require You to provide is on Our website at www.rmhp.org, or upon request.

J. Native Americans/Alaskan Natives

If the Subscriber or Dependent is an Indian, then he or she may enroll in a QHP or change from one QHP to another one time per month.

K. Member ID Card

We will send You a Member ID Card when You enroll with Us. The Member ID Card does not prove eligibility or that You will get Benefits. You cannot get Benefits under this Contract if:

- You are no longer eligible; or
- the Contract ends.

L. False Statements

Any Fraud by You with regard to a Member’s eligibility (included in an application or request to enroll, or in any additional information needed by Us), may cause the Subscriber’s and the Member’s enrollment to be Rescinded. We will give the Subscriber and each Member notice at least 30 days before enrollment is Rescinded. If the Contract between the Subscriber and Us is Rescinded for Fraud, the Subscriber will pay Us for Benefits paid or costs incurred by Us on behalf of the Subscriber and Dependents.

6. HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS

The rules described in this section are called the “Primary Care Procedures.”

A. Compliance with Primary Care Procedures

To get Benefits, You must get Care from Network Providers. This does not apply to Emergency Care or Urgent Care, or if You get Prior Authorization. You must follow all terms of the Primary Care Procedures when receiving Care.

B. Payment for Non-Covered Services

We will not cover, and You must pay for, all health services or supplies which:

- are not Benefits under this Contract; or
- You get in violation of this Contract.
You agree to pay Us back any amounts paid by Us for non-covered services and supplies.

C. Choosing a PCP

You often pay less for Cost Sharing when You receive Care from a PCP who is a Network Provider. Your PCP is Your medical home and where You receive most of Your Care. Each Member can have a different PCP. You may choose a pediatrician as the PCP for Your child, if there are pediatricians who are Network Providers. Women may choose an obstetrician (OB), gynecologist (GYN), or a certified nurse midwife (CNM) as their PCP, if there are OBs, GYNs or CNMs who are Network Providers.

To find a Network Provider who is a PCP, You can visit www.rmhp.org and search Our online Provider Directory. Simply choose Find a Provider, then select Your plan’s network. You can also contact RMHP customer service at customer_service@rmhp.org or 800-346-4643 (TTY: 711) for help. Be sure to confirm the PCP is accepting new patients and have any medical records sent to Your new PCP.

D. Your Member ID Card

When You enroll with Us, You will get a Member ID Card. You must show the Member ID Card to the provider each time You get Care. We will send You a new Member ID Card if information on the card changes.

E. Getting Care

(1) PCP Visits:

You should see a PCP for routine Care. In most cases, Your Cost Sharing will be lower when You get Care from Your PCP or another PCP.

(2) Emergency Care:

An Emergency occurs when You have a life- or limb-threatening emergency. A “life- or limb-threatening emergency” means any event that a prudent layperson would believe threatens his or her life or limb in such a manner that a need for immediate medical care is created to prevent death or serious impairment of health. You do not need to call a PCP before getting Emergency Care.

In an Emergency, You have the option to:

- call the local pre-hospital emergency medical service system by dialing the emergency telephone access number 9-1-1 or its local equivalent whenever You are confronted with a life- or limb-threatening emergency;
- call the local emergency number; or
• go to an emergency room.

If You go to an emergency room and You do not have an Emergency, You will have to pay for Care You get.

(3) **Network Specialist and Other Provider Visits:**

You may see a Network Specialist or a Network Provider for Care. You do not need a referral from Your PCP. In most cases, Your Cost Sharing for Network Specialist visits will be more than for PCP visits.

You do not need approval from Us or Your PCP to get Care from a Network Provider who is an OB, GYN, CNM or eye care provider. The provider may need to follow certain procedures. This includes getting Prior Authorization for some services, following a pre-approved treatment plan, and making referrals. For a list of Network Providers who are OBs, GYNs, CNMs or eye care providers, call Us or review the Provider Directory on our website, www.rmhp.org.

(4) **Non-Network Providers:**

In general, services from Non-Network Providers are not covered, except for:

• Emergency Care; and
• Urgent Care.

Services from Non-Network Providers will be approved only in limited circumstances.

If You need Care that You cannot get from a Network Provider, We will arrange for Care from a Non-Network Provider. The cost of the Care will be no more than if the Care was from a Network Provider. You must get Prior Authorization from Us before going to the Non-Network Provider. We will let You know in writing if the request to see the Non-Network Provider has been approved or denied.

We will not deny or restrict in-network Benefits to You only because You got care from a Non-Network Provider. However, We will not pay for services or supplies from Non-Network Providers except as provided in this Contract.

Care provided at a Network Provider facility, including ancillary Care provided by a Non-Network Provider, will not cost more than if You received the Care from a Network Provider. Cost Sharing for such Care will apply to Your in-network Out-of-Pocket Maximum. But if You seek care on purpose from a Non-Network Provider, this care is considered out-of-network Care and will be a Benefit only under limited circumstances. This rule applies even if You got the care at a Network Provider facility.

When Care is received from a Non-Network provider, Allowed Charges will
be determined by: (i) applicable Colorado law; or (ii) negotiated rates agreed to by the Non-Network Provider and Us. Our vendors, affiliates or subcontractors may also negotiate rates with a Non-Network Provider, if allowed by Us.

This section does not apply to Care received from a National Network provider.

(5) **On-Going Care from Non-Network Providers:**

If You got Care from a Non-Network Provider before this Contract began, You may be able to keep seeing the Non-Network Provider if changing providers would harm the outcome of Your Care. On-going Care from Non-Network Providers requires Prior Authorization. We may deny the request for Care from the Non-Network Provider and/or may put Limitations on the approval.

(6) **Immunizations:**

You may get covered immunizations from Network Providers or from Non-Network Providers in Colorado. We will not pay a Non-Network Provider more than the usual and customary rates for immunizations. You must pay any additional amount owed for immunizations from Non-Network Providers.

(7) **Termination of Network Provider:**

If We terminate a Network Provider without cause and do not provide notice of the termination to Members as required by Colorado law, We will allow Members to continue to get Care from the provider for at least 60 days from the date of termination. We will allow Members in their second or third trimester of pregnancy to continue to get Care from the provider through the postpartum period.

**F. Prior Authorization**

We require Prior Authorization for some Care before You get it. All requests for Prior Authorization must be:

- sent to Us in writing; and
- approved by Us before You get the services.

You may go to [www.rmhp.org](http://www.rmhp.org) or call Us to find out if a service needs Prior Authorization. Some examples of services which may need Prior Authorization are:

- admission to a Hospital or inpatient rehab facility;
- DME, prosthetic devices (PD), orthotic devices (OD) and oxygen;
- Care from Non-Network Providers;
- treatment of TMJ;
- diagnostic imaging;
- surgery;
transplants; and

high dose chemo.

Your PCP, Network Specialist or other Network Provider is responsible for getting any Prior Authorizations.

If Your Contract allows access to in-network Care outside of Colorado, the National Network providers are responsible for getting any required Prior Authorization for services You get from National Network providers. You can call RMHP customer service to find out if, and to what extent, You have access to the National Network.

We will send You or Your Network Provider a written notice when We make a Prior Authorization decision. If We deny Prior Authorization, You or Your provider may ask that We review and reconsider Our decision. If the Prior Authorization request is denied (and not overturned), and You still get the care:

- benefits will be denied; and
- You must pay for the care.

If We Prior Authorized Care in writing, We cannot deny the Benefit after You get the Care. If We give Prior Authorization for Care that is a not a Benefit, We will pay for the Care as Prior Authorized with no penalty to You. Any Prior Authorization We give will be in effect for at least 180 days. It will continue for the duration of the course of treatment approved, except:

- in cases of fraud or abuse by the Subscriber or Member;
- if the provider never performed the Care that was requested for Prior Authorization;
- if the Care provided did not match with the Care that We Prior Authorized;
- if You did not have coverage with Us on or before the date the Care was provided; or
- if a Maximum Benefit Level related to the Care was reached on or before the date the Care was provided.

All Benefits, including Care which needs Prior Authorization, are subject to the terms and conditions of this Contract.

G. **Referrals**

You do not need a referral to get specialty services from any Network Provider that is qualified to provide Benefits.

H. **Access Plan**

You have the right to request a copy of Our access plan(s). You can also review a copy at any of Our offices.
I. Non-Discrimination

We will not discriminate:

- with respect to participation under this Contract; or
- coverage

against any provider who is acting within the scope of his or her license or certification.

7. BENEFITS/COVERAGE (What is Covered)

A. Benefits

Benefits are the services and supplies described in the Covered Benefits section. Benefits are subject to:

- the Limitations and Exclusions in this section; and
- any Cost Sharing and Maximum Benefit Levels listed on the Coverage Schedule.

If You obtained this Policy through the Exchange, You are an Indian and You receive Care from an Indian Health Program, Cost Sharing will not apply.

This section uses the following symbols to identify Maximum Benefit Levels, Limitations and Exclusions:

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>Maximum Benefit Level may apply - see Coverage Schedule</td>
</tr>
<tr>
<td>L</td>
<td>Limitation may apply</td>
</tr>
<tr>
<td>☒</td>
<td>Exclusion – Not a Benefit of the Contract</td>
</tr>
</tbody>
</table>

Benefits are covered only when these conditions are met:

- the services are Medically Necessary;
- You comply with the Primary Care Procedures to get the services;
- the Premium is paid, except for:
  - automatic coverage of Dependent newborns for 31 days (see subsection 5.F);
  - continued coverage for inpatients (see subsection 12.1); and
  - coverage during any 31 day Grace Period or the first month of any 3 month Grace Period (see subsection 12.A).
- the services are provided within the Service Area, except for:
  - Emergency Care;
• Urgent Care;
• Benefits for a Dependent Child who lives outside the Service Area are limited to services for:
  • Emergency Care;
  • Urgent Care; and
  • follow-up treatment.

This limitation does not apply if:

• You are Temporarily Absent from the Service Area, and
• Your Contract allows access to Our National Network.

Deductibles, if applicable, are shown in the Coverage Schedule. Required Deductibles must be satisfied before You can get Benefits. Some services are not subject to a Deductible. Deductibles are applied to the Yearly Out-of-Pocket Maximums. If You have coverage under an HDHP with the minimum Deductible allowed by Internal Revenue Code (IRC) provisions applicable to HDHPs and You add or drop a Dependent, Deductibles and Yearly Out-of-Pocket Maximums under Your HDHP will change. Deductibles are subject to annual adjustments in accordance with federal law.

B. Covered Benefits

(1) Allergy Testing

Allergy injections and diagnostic testing performed with an allergy work-up are covered.

✗ If not on the RMHP Formulary, injectable drugs, medications and adult immunizations.

(2) Ambulance Services

Coverage is provided for transportation by licensed or certified ground or air ambulance when needed to bring You to the Hospital or other facility for:

• an Emergency; or
• Non-emergency transport.

L Non-emergency transport is provided only when transport by other means would put Your life or health in danger.

L Air ambulance service is provided only when:

• Ordered by an emergency responder because of an Emergency;
- Ground ambulance transport would put Your life or health in danger; or
- The cost of air ambulance transport would be less than the cost of ground ambulance transport.

Transportation that serves only as a convenience for You or Your family.

(3) Autism Spectrum Disorders

Coverage is provided for treatment for ASD when ordered by a Physician or licensed psychologist and includes the following:

- evaluation and assessment;
- behavior training, behavior management and ABA, including consultations, direct care, supervision, treatment, or any combination, for ASD provided by Autism Services Providers;
- habilitative or rehabilitative care, including occupational therapy, physical therapy, speech therapy, or any combination;
- supplies and medicine from a pharmacy;
- psychiatric care;
- psychological care, including family counseling; and
- therapeutic care.

(4) Bariatric Services

Bariatric surgery is covered according to Our clinical guidelines. All bariatric surgery is subject to Prior Authorization.

- Panniculectomy for cosmetic reasons.
- Gastric balloon.
- Intestinal bypass.
- Reversal of obesity services.
- Cosmetic surgery related to bariatric services.
- Vagal stimulation.
- Medications used for cosmetic purposes.
(5) Behavioral, Mental Health and Substance Use Disorder Services

Detoxification (detox). Coverage is provided for inpatient (at a Residential Treatment Facility or a Hospital) and outpatient detox services.

L Limited to removal of toxic substances from the system.

Rehabilitation (rehab). Coverage is provided for inpatient (at a Residential Treatment Facility or a Hospital) and outpatient rehab services for the treatment of alcohol and substance use, including Intensive Outpatient Care.

Inpatient Mental Health Services. Coverage is provided for inpatient treatment at a Residential Treatment Facility or a Hospital if You have a Behavioral, Mental Health and Substance Use Disorder or require crisis intervention.

Outpatient Mental Health Services. Coverage, including Intensive Outpatient Care, is provided for:

- evaluation;
- crisis intervention and treatment;
- treatment for Behavioral, Mental Health and Substance Use Disorders;
- individual and group psychotherapy sessions; and
- family counseling.

Behavioral, Mental Health and Substance Use Disorders are covered the same as any physical illness.

L Coverage for mental health services will apply only if You have a Behavioral, Mental Health and Substance Use Disorder or require crisis intervention.

☒ Behavior modification, such as weight loss programs.

☒ Court ordered treatment that would not otherwise be covered.

(6) Blood Services

Coverage is provided for the following services related to blood:

- processing;
- handling;
- transportation; and
- administration
Blood and blood products that are not provided as part of a service covered under this Contract.

(7) Chemotherapy (chemo) and Radiation

Coverage is provided for chemo, oral anti-cancer drugs and radiation, subject to Our policies.

High dose chemo along with bone marrow transplant, including peripheral stem cell removal and reintroduction, is provided only for the diagnoses in the subsection in this Covered Benefits section entitled “Transplants” for autologous or allogeneic human bone marrow or peripheral stem cells.

(8) Chiropractic Care (Chiro Care)

The following services are covered for diagnosis and treatment of Neuromusculoskeletal Disorders related to Injury or Sickness. These services are referred to herein as “Chiro Care”:

• evaluations, manipulations and adjustments; and
• lab and x-ray services.

See Coverage Schedule

Chiro Care for children 3 years of age and younger.

Chiro Care provided in excess of what is necessary for maximum improvement. This is the point at which the patient shows little or no improvement with additional therapy.

Chiro Care provided on an inpatient basis.

Chiro Care which is maintenance care. Maintenance care is defined as a treatment program designed to maintain optimal health in the absence of symptoms.

Neuromusculoskeletal manipulation under anesthesia.

Clinical laboratory services and any associated procedures related to Chiro Care involved in the collection and/or testing of biological or lab specimens.
Preventive care, educational programs, therapies, nonmedical self-care, self-help training and any related diagnostic testing, except that which occurs during the normal course of providing Chiro Care.

Vocational or long-term rehab related to Chiro Care.

Advanced diagnostic testing and imaging performed as part of Chiro Care, including:

- MRI, CT or bone scans;
- diagnostic ultrasound;
- videofluoroscopy;
- thermography;
- electrodiagnostic testing, such as nerve conduction velocity (NCV); and
- electromyography (EMG) or evoked potentials.

Radiological procedures related to Chiro Care performed on equipment not certified, registered or licensed by the state where the services are performed.

Radiological procedures that We determine cannot be safely utilized in diagnosis or treatment.

Chiro Care for or related to diagnosis and treatment of jaw joint problems, including TMJ or craniomandibular disorders.

Technique-specific radiographs exposed to support such techniques.

Transportation costs related to Chiro Care, including ambulance charges.

(9) Cleft Lip and Palate Services

Coverage is provided if You were born with a cleft lip and/or cleft palate. Benefits are provided regardless of age. Services include:

- oral and facial surgery, surgical management and follow-up care;
- prosthetic devices, such as speech and feeding appliances;
- orthodontic treatment;
- prosthodontic treatment;
- speech therapy;
- otolaryngology treatment; and
• hearing assessments and treatment.

(10) Clinical Trials

Coverage is provided for services included in this Covered Benefits section when You are part of a Clinical Trial if:

• You have a disabling, progressive or life-threatening condition that will be treated in the Clinical Trial;
• Your Physician recommends taking part in the Clinical Trial for therapeutic health benefits;
• the Clinical Trial is: approved under the Medicare National Coverage Decision regarding Clinical Trials; federally-funded; a study or investigation conducted under an investigational new drug application reviewed by the FDA or a drug trial that is exempt from this type of application;
• Your care is provided by a certified, registered or licensed health care provider practicing within the scope of his/her practice with the experience and training to provide the treatment in a competent way; and
• You have signed a statement of consent.

✗ Any part of a Clinical Trial that is paid for by a government or biotechnical, pharmaceutical or medical industry.

✗ 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 taking part in a Clinical Trial, including travel, housing and other expenses that You, or a person traveling with You, may incur.

✗ Any items or care provided as part of a Clinical Trial only to satisfy a need for data collection or analysis that are not directly part of Your clinical management.

✗ Costs for the management of research relating to a Clinical Trial.

✗ Care that, except for the fact that it is being provided in a Clinical Trial, is otherwise specifically excluded from coverage.

(11) Dental Services and Oral Surgery

General Anesthesia for Dental Procedures for Dependent Children:
Coverage is provided for general anesthesia provided in a Network Hospital,
a Network Provider outpatient surgical facility or other Network Provider facility for dental care provided to a Dependent Child if:

- the child has a physical, mental or medically compromising condition; or
- local anesthesia is not working due to acute infection, anatomic variations or allergy; or
- the child is extremely uncooperative, anxious, or uncommunicative and the dental care cannot be delayed; or
- the child has sustained extensive orofacial and dental Injury.

Coverage includes associated Hospital or facility charges for dental care provided to a Dependent Child.

**L** Anesthesia services do not include treatment provided for TMJ.

**Injuries to Sound and Natural Teeth:** Coverage is provided for basic restorative services and supplies (crowns, partials, fillings and root canals), and orthodontic care needed to quickly repair Sound and Natural Teeth damaged or removed as a result of an accidental Injury.

**L** Treatment must begin within 60 days of the accident. Services must be completed within 24 months of the accident.

**L** Services must be provided while You are entitled to Benefits under this Contract.

**Children’s Dental Services:** Coverage is provided for Children’s Dental Services for Members up to age 19. “Children’s Dental Services” means the following, each of which is covered per Calendar Year, unless otherwise noted below:

- 2 oral exams and evaluations;
- 2 fluoride applications;
- 1 set of x-rays (intra-oral or bitewing);
- 1 set of x-rays (panoramic or full mouth) – once every 5 years;
- 2 routine cleanings;
- 1 space maintainer;
- sealants; and
- palliative care.

Any two of the services from the following list are also covered per Calendar Year as part of Children’s Dental Services:

- amalgam, resin, composite or sedative fillings;
- extractions;
- root canal therapy; and
• surgical periodontal services.

Any one of the services from the following list are also covered per Calendar Year as part of Children’s Dental Services:

• crowns; and
• pin retention.

Oral Surgery: Coverage is provided for oral and maxillofacial surgery for:

• treatment of the temporomandibular joint due to congenital defect or injury of such joint by an illness;
• removal of tumors and cysts; and
• treatment of fractures.

Dental splints, implants or prostheses.

Treatment for periodontal disease.

Dental treatment or services on or to the teeth, gums or jaws. This Exclusion does not apply to treatment for Injuries to Sound and Natural Teeth or to Children’s Dental Services.

Treatment for pain or infection known or thought to be due to a dental cause and near the teeth or jaw, unless not treating such an infection may result in a systemic illness.

Surgical correction of malocclusion, services, supplies or appliances provided to alter, correct, fix, improve, remove, replace, reposition, restore or treat the jaw, or any jaw implant. This Exclusion does not apply to services for cleft lip and cleft palate and reconstructive surgery services. (See section 7.B.(9))

Maxillofacial and/or mandibular orthognathic surgery, oral surgery and orthodontia treatment including all outpatient and related costs, if the services are related to a dental condition.

Treatment of craniomandibular joint disorders and TMJ by use of orthodontic appliances and treatment, crowns, bridges or dentures.

Removal of a tooth, except for treatment for Injuries to Sound and Natural Teeth.
Treatment for Injury to Sound and Natural Teeth caused by biting or chewing.

Alveoplasty when performed with an excluded service.

Care provided with non-covered dental services, except for general anesthesia for dental procedures for Dependent Children.

Dental cleaning, in-mouth scaling, planing, or scraping, except for Children’s Dental Services.

Myofunctional Therapy.

Services, including related orthodontic treatment, to repair or replace teeth. This Exclusion does not apply to treatment for Injuries to Sound and Natural Teeth or to Children’s Dental Services.

(12) **Diabetic Services**

Coverage is provided for treatment of diabetes, including:

- disposable medical equipment;
- Disposable Medical Supplies;
- DME;
- eye care;
- podiatry services;
- outpatient training and education on managing Your diabetes; and
- health nutrition therapy when prescribed by a Network Physician or other Network Provider.

(13) **Dialysis**

Coverage is provided for dialysis services for chronic renal disease.

(14) **Early Intervention Services (EIS)**

Coverage is provided for EIS for a qualified Dependent Child under age 3 with a written individualized family service plan who:

(a) has major delays in development;

(b) has been diagnosed with a physical or mental condition that has a high probability of resulting in a major delay in development, or
(c) is a child with a developmental delay as defined by the Colorado Department of Human Services.

Examples of EIS include:

- audiology;
- developmental intervention;
- nutrition;
- occupational therapy;
- speech therapy; and
- vision.

M See Coverage Schedule

Non-emergency transport, Respite Care, service coordination, and assistive technology (unless otherwise covered under the Covered Benefits section).

EIS services for children age 3 and older.

(15) Education Services

Coverage is provided for the following education services:

- asthma education for Members with asthma;
- basic health education through newsletters from Us and services from Network Providers;
- specialized health education such as health risk profiles, workshops, physical fitness programs, and CPR classes which may be offered to You. These services are arranged by Us and provided by Our staff or providers.

(16) Emergency Care and Urgent Care

Within Colorado

(a) Coverage is provided for Emergency Care 24 hours a day, 7 days a week.

(b) Coverage is provided for Urgent Care when needed to avoid a serious decline of Your health before You are able to get Care during a routine office visit. Extra services, including labs, x-rays and diagnostic testing, are covered and may be subject to additional Cost Sharing.
Outside of Colorado

(a) Coverage is provided for Emergency Care when You are traveling or Temporarily Absent from Colorado, until Your Physician decides You can safely travel back to Colorado to get Care.

(b) Coverage is provided for Urgent Care when You are traveling or Temporarily Absent from Colorado, subject to the terms below:

- the Urgent Care You need was reasonably unexpected;
- You could not arrange to return to Colorado to get Care; and
- You did not leave Colorado to seek medical treatment.

Extra services including labs, x-rays and diagnostic testing may be subject to additional Cost Sharing.

(c) Follow-up Care is provided after Emergency or Urgent Care treatment only if You cannot return to Colorado. For additional services to be covered, they must be provided within Colorado.

   Follow-up Care You get in an emergency room.

Coverage for Emergency Care out of Colorado if You left Colorado to seek medical treatment.

(d) See section 11.A for rules on reporting admissions to a non-Network Hospital.

(17) Eye Care

Coverage is provided for:

- eye exams for children under age 19;
- eyeglasses, lenses and contact lenses for children under age 19;
- eyeglasses, contacts and the fitting of contacts after covered eye surgery or with a diagnosis of keratoconus;
- treatment needed for an eye Injury or Sickness; and
- eye surgery due to Injury or Sickness (for example, cornea transplants and cataract extractions).

The eyeglasses and lenses benefit is designed to cover visual needs. We will provide coverage for basic lenses and basic frames. You will be responsible for the additional cost for these options:

- anti-reflective coating;
- color coating;
- mirror coating;
- scratch coating;
• blended lenses;
• high index lenses;
• cosmetic lenses;
• laminated lenses;
• oversize lenses;
• photochromic lenses;
• tinted lenses except Pink #1 and Pink #2;
• progressive multifocal lenses;
• UV (ultraviolet) protected lenses; or
• designer frames.

**See Coverage Schedule**

Coverage of frames and lenses is limited to the most cost effective medically acceptable choices.

Replacement eyeglasses, lenses and contact lenses are limited to one pair or set every two (2) years for children under age 19.

Eyeglasses, contacts and the fitting of contacts, except:
- for children under age 19,
- after covered eye surgery, or
- with a diagnosis of keratoconus.

Replacement of lost or broken lenses or frames.

Vision therapy, including the use of lenses and/or prisms for the treatment of a traumatic brain injury, learning disabilities, and dyslexia.

Refractive keratoplasty, including radial and laser keratotomy (Lasik surgery), and any procedure to fix a refractive defect.

**Habilitative Care**

Inpatient and outpatient Habilitative Care is covered.

**See Coverage Schedule**

**Hearing Care**

Coverage is provided for:
• hearing exams and tests to determine the need for hearing correction;
• audio testing and treatment due to Injury or Sickness;
• hearing aid services and supplies for Members under age 18, including:
  i. the initial assessment, fitting and adjustments;
  ii. auditory training;
  iii. initial hearing aids;
  iv. replacement hearing aids; and
  v. new hearing aids when changes to the current hearing aid cannot meet the needs of the Member.

Replacement hearing aids are limited to 1 pair every 5 years. This does not apply if changes to the current hearing aid cannot meet the needs of the Member.

Hearing aids and devices and fitting for Members age 18 and older.

Bone anchored hearing aids and auditory devices or implants attached to the bone.

Cochlear implants and equipment and devices related to cochlear implants. This includes:
   • internal receivers/stimulators,
   • transmitters, and
   • speech processors.

(20) Home Health Services

Home Health Services must be provided by a Network Home Health Agency and ordered by a Network Physician. Care must be provided under a Home Health Care Plan established by the Network Physician and the Network Home Health Agency. Coverage is provided for:

• part-time or intermittent home nursing care for:
  • skilled nursing care under the supervision of a Registered Nurse (RN),
  • home health aide services under the supervision of an RN or therapist,
  • certified nurse aide services,
  • medical social services under the supervision of an RN;
• infusion services;
• physical, occupational, pulmonary, and speech therapies;
• nutritional counseling by a nutritionist or dietitian;
• audiology services; and
• enteral and parenteral nutrition, medical supplies and lab services that would be covered if You were an inpatient at a Hospital.

☒ Private Duty Nursing, unless determined to be Medically Necessary by a Physician.

☒ Custodial Care.

☒ Housekeeping, homemaker and meal services.

(21) **Hospice Services**

Coverage is provided:

• if You are terminally ill with a life expectancy of 6 months or less as certified by a Network Physician; and
• for Your Immediate Family, primary caregiver and people close to You.

If You live beyond the 6 month period, Benefits will continue for an extra 3 months. After 9 months, Rocky Mountain, Your attending Physician and the Network Hospice will decide if You need to continue hospice services.

Benefits are actively managed and coordinated by a Network Hospice and must be provided by a Hospice Care Team under the terms of a Hospice Care Program regardless of location. You may get hospice services at home or at a facility. Benefits will be provided for:

• intermittent and 24-hour on-call professional nursing services by or under the supervision of an RN;
• intermittent and 24-hour on-call counseling, and social services;
• certified nurse aid services; or nursing services delegated as allowed by law;
• part-time or intermittent home health aide services under the supervision of an RN or therapist;
• physical, occupational, pulmonary (respiratory or breathing), and speech therapies;
• hearing services;
• nutritional counseling;
• Respite Care;
• medical supplies;
• prostheses and orthopedic appliances;
• drugs and biologicals;
• oxygen and respiratory supplies;
• DME;
• transportation;
- Physician services;
- diagnostic testing;
- short-term inpatient hospice care or continuous home care for a period of crisis; and
- grief support services for Your Immediate Family, primary caregiver and people close to You during the twelve-month period after death.

Care that is not related to the reason You are getting hospice care is subject to the coverage provisions of this Contract.

Private Duty Nursing, unless determined to be Medically Necessary by a Physician.

Grief support services, except as provided above.

Hospital Services

Coverage is provided for:

Inpatient Hospital services:
- semi-private room and board;
- nursing care;
- services and supplies;
- use of operating room, recovery room, private room when Medically Necessary, intensive care;
- special diet, including enteral and parenteral nutrition;
- prescribed drugs;
- x-rays;
- anesthesia;
- Private Duty Nursing; and
- labs.

Personal comfort or convenience items.

Private room unless it is Medically Necessary.

Care for complications that arise after You leave a Hospital against medical advice.

Outpatient Hospital services:
- outpatient surgery facilities;
- x-rays and other imaging services;
- diagnostic tests;
radiation therapy;
- labs; and
- services You get in an emergency room – see Emergency Care.

Surgical treatment for obesity or conditions related to obesity except for covered bariatric services.

Reversal of obesity services.

Treatment of any complications caused by obesity treatment except for covered bariatric services.

Services and supplies related to any care that is not covered. This includes services and supplies that are an integral part of a non-covered benefit.

Clinical pathology services unless the services are within the scope of practice of the individual providing the services and are either rendered personally by the pathologist or are performed under the pathologist’s direct supervision.

(23) Implant Devices

Coverage is provided for cardiac pacemakers and internally implanted prosthetic devices.

Cochlear implants and equipment and devices related to cochlear implants. This includes:
- internal receivers/stimulators,
- transmitters, and
- speech processors.

Equipment, supplies and drugs not approved by the Food and Drug Administration for medical use.

Hair transplants or implants.

Dental splints, implants or prostheses.

(24) Infertility Services

We cover the following infertility services:
(a) services for diagnosis and treatment of involuntary infertility;
(b) artificial insemination; and
(c) related x-ray and laboratory procedures.

Reversal of voluntary sterilization.

The following treatments for infertility or to cause pregnancy for both fertile and infertile couples:

- prescription drugs;
- donor eggs and semen;
- procurement and storage of donor eggs and semen;
- in vitro fertilization (IVF);
- gamete intrafallopian transfer (GIFT);
- ovum transplants;
- zygote intrafallopian transfer (ZIFT); and
- embryo transplants.

(25) Intractable Pain

Coverage is provided for Covered Benefits listed in this Contract for treatment for Intractable Pain.

Pain clinic services.

(26) Mastectomy Services

Coverage is provided for:

- mastectomy services;
- treatment for physical complications in all stages of mastectomy, including lymphedemas;
- reconstructive surgery following a mastectomy, including:
  - reconstruction of the breast that was removed;
  - surgery or reduction on the other breast to produce a symmetrical appearance; and
- prostheses and mastectomy bras.

(27) Maternity Care and Family Planning

Maternity Care

Coverage is provided for:

- pre-natal care;
- delivery, including special procedures such as cesarean section (C-section);
post-natal care;
* imaging;
* labs;
* Physician services; and
* Hospital care for a newborn and mother.

The minimum length of stay for a newborn and mother are:

- not less than 48 hours after a normal vaginal delivery. If 48 hours after delivery falls after 8:00 p.m., coverage will continue until 8:00 A.M. the next morning.
- not less than 96 hours after a C-section. If 96 hours after the C-section falls after 8:00 p.m., coverage will continue until 8:00 A.M. the next morning.

A mother and newborn may be discharged before the minimum lengths of stay described above if the decision is made by an attending Physician and the mother agrees.

Complications of Pregnancy are covered the same way as any other Sickness or Injury.

A newborn Dependent Child is covered under this Contract for 31 days after birth. Medically Necessary Care and treatment of medically diagnosed congenital defects and birth abnormalities are included in this coverage, regardless of any Limitations and Exclusions with respect to other Care under this Contract.

- Amniocentesis to find out if the baby is a boy or a girl.
- Services performed by a direct-entry or lay midwife.

**Family Planning and Sterilization Procedures**

Coverage is provided for:

- counseling;
- information on birth control;
- intrauterine contraceptive devices (IUD) and subdermal implants;
- insertion, management and removal of IUDs and subdermal implants;
- diaphragms;
- fitting of diaphragms;
- birth control pills;
- Emergency Contraception prescribed by a health care provider;
- hormone injections, vaginal rings, and patches for contraception;
- surgical sterilization;
any other medically acceptable drug, device or procedure used to prevent pregnancy; and
screening and treatment for sexually transmitted diseases.

Over-the-counter contraceptive drugs or devices which do not require a Prescription Order or Refill. This does not include those on RMHP Formulary.

Abortifacient drugs.

Reversal of voluntary sterilization.

Services and procedures to verify the success of reversal of voluntary sterilization.

The following treatments for infertility or to cause pregnancy for both fertile and infertile couples:

- prescription drugs;
- donor eggs and semen;
- procurement and storage of donor eggs and semen;
- in vitro fertilization (IVF);
- gamete intrafallopian transfer (GIFT);
- ovum transplants;
- zygote intrafallopian transfer (ZIFT); and
- embryo transplants.

Abortion Services

Coverage is provided for abortions in cases of rape or incest, or when the life of the woman would be endangered.

Elective abortions.

(28) Medical Equipment, Supplies, Orthotic Devices (OD), Prosthetic Devices (PD) and Repairs and Oxygen

Coverage is provided for the following equipment and supplies, subject to Medicare local coverage guidelines:

- Disposable Medical Supplies;
- Durable Medical Equipment (DME); and
- Breast pumps and breast pump supplies.
Coverage is limited to the most cost effective medically acceptable choices. We will compare the expected medical benefits to the cost of such choices.

We determine if the equipment will be rented or purchased based on how long You will need it and the cost of the equipment. If the equipment is purchased, You will own the equipment after paying any Cost Sharing.

If You choose more costly DME than We have approved, You must pay any extra charges.

- Costs to operate DME, OD and PD.
- Air filters, purifiers and/or humidifiers.
- Changes made to Your home or vehicles to make them handicap accessible.
- Home modification equipment.
- Wigs or hairpieces.
- Home exercise equipment.
- Convenience items per Medicare local coverage guidelines. Examples include, cold therapy units, over the bed tables, chair and patient lifts.

- The following OD:
  - braces;
  - splints;
  - collars;
  - custom orthopedic shoes;
  - custom foot orthoses; and
  - dental OD.

Dental OD are only covered if You have symptomatic sleep apnea.

- Home oxygen service and equipment.
• The following PD:
  • artificial eyes;
  • breast prosthetics and mastectomy bras - see Mastectomy Services; and
  • arm and leg PD.

Arm and leg PD are limited to the most appropriate model that adequately meets Your medical needs, as determined by a Physician.

Bionic prostheses.

Power enhancements or controls for prosthetic limbs and terminal devices.

Myoelectric prostheses.

Peripheral nerve stimulators.

• Repairs to DME, OD and PD due to normal wear and tear. You can get replacement equipment for up to 1 month while the repairs are being made.

Repairs and replacements of DME, OD and PD due to Your misuse or loss.

(29) Nutrition

Enteral Nutrition

Coverage is provided for outpatient specialized formulas for enteral nutrition under certain conditions.

Limited to children up to age 3 for treatment of a severe gastrointestinal disorder, malabsorption syndrome or other physical condition when:
  • normal absorption of nutrition is not possible;
  • an abnormal growth pattern is diagnosed; and
  • the child does not respond to other dietary formulas.
Medical Foods and Treatment for Inherited Enzymatic Disorders

Coverage is provided for Medical Foods for treatment of Inherited Enzymatic Disorders.

L For treatment of PKU the maximum age is 21 years for males and 35 years for females.

❌ Medical Foods are not covered for Members with cystic fibrosis or for Members who are lactose- or soy-intolerant.

Nutritional Counseling

Coverage is provided for nutritional counseling services provided by a Physician, a dietitian or a nutritionist.

L Provided only for members who have a medical diagnosis of, or risk factors for, cardiovascular or diet related chronic disease.

Total Parenteral Nutrition – Outpatient (TPN)

Coverage is provided for TPN when provided in a Member’s home if the Member cannot maintain weight and strength because of a condition of the digestive tract that does not allow absorption of nutrients or if the Member cannot swallow food.

❌ Outpatient nutrition products, including Medical Foods, TPN and therapeutic formulas, except as provided in the “Nutrition” subparagraph.

❌ Weight loss programs and services.

❌ Any product dispensed for the purpose of appetite suppression or weight loss.

(30) Outpatient Injectable and Infusion Drugs

Injectables on the RMHP Formulary are covered, including IV infusion, self administerable drugs, and drugs given by a Network Provider.

M See Coverage Schedule

(31) Physician Services and Preventive Services

Coverage is provided for:
• Office visits for treatment of Injury or Sickness including:
  • exams;
  • consultations; and
  • surgical procedures, including anesthesia.

Other services, including diagnostic testing, x-rays, labs and electrocardiograms, are covered subject to any Cost Sharing.

• Physician services are covered at an inpatient or outpatient facility.
• Second opinions can be requested by You, Your Physician or Us. (If We request a second opinion there will be no cost to You.)

Second opinions requested by You or Your Physician are limited to one second opinion per medical condition.

Preventive Services

Coverage is provided for the following:

(a) All preventive services with an “A” or “B” rating by the U.S. Preventive Services Task Force (USPSTF), and as recommended in the preventive care and screening guidelines for women, infants, children, and adolescents by the Health Resources and Services Administration (HRSA) and the Advisory Committee on Immunization Practices to the Centers for Disease Control and Prevention (ACIP). Services may be limited to people of a certain age or sex or who meet other conditions.

We cover at least one form of contraceptive in each method identified by the FDA without Cost Sharing. The FDA has currently identified 18 methods of contraception.

The recommendations are updated regularly. Visit Our website or call customer service for the most up to date recommendations.

Examples of covered preventive services include:

• Adult routine physical exams;
• Alcohol misuse screening and behavioral counseling interventions for adults, depression screening for adolescents and adults, and perinatal depression counseling, per the “A” or “B” recommendations of the USPSTF;
• Breast cancer screening (mammograms), minimum of one per calendar year;
• Cervical cancer screening (pap smears);
• Colorectal cancer screenings;
• Immunizations and vaccinations;
- Cervical cancer vaccination;
- Outpatient well-child care;
- Screening for lipid disorders; and
- Tobacco use counseling, cessation interventions for adults, access to the Colorado Quitline, and all FDA approved tobacco cessation medications (both prescription and over-the-counter). This includes FDA approved nicotine gums, lozenges, and patches, as well as prescription medications, inhalers and nasal sprays. All tobacco cessation services are provided without Prior Authorization.

Mammography screenings will include, at a minimum, the following:

- either a preventive or a diagnostic mammogram per calendar year which is covered in full; and
- further mammograms during a calendar year which are covered the same as any other x-ray.

Prostate screenings are covered and will include, at a minimum, the following:

- A prostate-specific antigen (PSA) blood test and a digital rectal examination.
- One prostate screening per Calendar Year for:
  - men 50 years of age or older; or
  - men between 40 and 50 years of age who are at increased risk of developing prostate cancer as determined by a Physician.

(b) Other tests or exams provided during a preventive service visit (Cost Sharing may apply).

M  See Coverage Schedule

☒ Charges for visits to a health care provider that are not kept.

☒ Third party testing, such as lab and x-rays that are not part of suggested screening or routine physicals.

☒ Costs for health reports, including presentations and preparation.

☒ Third party physical and/or psychological exams for employment, licensing, insurance, adoption or any other non-health reasons.
Screening tests that are done in multiple phases.

Checkups not associated with any Injury or Sickness, except as stated in the Covered Benefits section.

Clinical ecology services and services for treatment of multiple chemical sensitivity and idiopathic environmental illness.

Services and supplies related to any care that is not covered. This includes services and supplies that are an integral part of a non-covered service.

Genetic testing, except for:

- diagnosing You with a condition or illness that will affect Your health;
- treating a condition or illness that will affect Your health; or
- preventive care recommended by the USPSTF or HRSA, including, for example, BRCA testing and counseling.

(32) Podiatry Services

Coverage is provided for non-routine foot care provided by a podiatrist.

- Routine foot care.

- Trimming of corns and calluses.

- Treatment of flat feet.

- Partial dislocations in the feet.

(33) Prescribed Drugs and Immunizations

(a) Inpatient prescription drugs approved by the United States Food & Drug Administration (FDA) are covered when You are in a Hospital or SNF.

(b) Covered Prescription Drug Products are subject to the terms of the RMHP Formulary. Prescription Drug Products are designated as Tier 1, Tier 2, Tier 3, Tier 4, and Tier 6 or higher on the RMHP Formulary. Prescription Drug Products not on the RMHP Formulary are not provided as Benefits. Only Prescription Drug Products related to Emergency Care or Urgent Care may be received from non-Network Pharmacies. We will repay You
for the cost of a Prescription Drug Product purchased through a non-Network Pharmacy in an amount not to exceed the Allowed Charge, less the applicable Cost Sharing set forth on the Coverage Schedule. Prescription Drug Products from a Network Pharmacy will be provided subject to the Cost Sharing set forth on the Coverage Schedule.

(c) Adult immunizations listed on the RMHP Formulary are covered. Child immunizations that are supported by ACIP and the Child Health Immunization Bulletin issued from time to time by the Colorado Division of Insurance are covered.

(d) Contraceptive drugs and devices noted as “Health Care Reform Preventive”, “Health Care Reform Preventive with Prior Authorization”, “H” or “H-PA” on the RMHP Formulary are covered with no Cost Sharing, regardless of tier.

(e) Refills of prescription eye drops are covered, when the original prescription states additional quantities are needed. Refills of eye drops are covered up to the additional quantities noted on the original prescription, following the timelines below:

- 30 day supply – refill available at least 21 days from the original prescription date or last renewal date
- 60 day supply – refill available at least 42 days from the original prescription date or last renewal date
- 90 day supply – refill available at least 63 days from the original prescription date or last renewal date

An extra bottle of eye drops is covered for use at a day care center, school or adult day care center, if You or Your doctor asks for this at the time the original prescription is filled.

(f) In some cases, We require You to use Step Therapy. You may have to first try certain Prescription Drug Products to treat Your condition before We will cover another Prescription Drug Product prescribed by Your provider. Drugs subject to Step Therapy have “ST” next to the drug name on the RMHP Formulary. We will not require You to use Step Therapy if You have already tried the Step Therapy required drug while on Your current or prior Policy, and it was stopped. In such case, the drug had to have been stopped because it was not effective, had a reduced effect or resulted in an adverse event. We will not require You to use Step Therapy if You have stage four advanced metastatic cancer and the Prescription Drug Product You are prescribed is FDA approved. We will not require You to use Step Therapy for treatment of substance use disorders. Pharmacy drug samples are not considered trial and failure in lieu of trying the Step Therapy required drug.

(g) Drugs approved by the FDA for use in treatment of cancer will not be excluded or restricted if the drug:
• is prescribed for treatment of cancer that is not an FDA approved use; and
• is recognized for treatment of that cancer by an authoritative listing of drugs as identified by the U.S. Department of Health and Human Services; and
• will be used to treat a covered condition.

(h) All FDA-approved drugs for the treatment of substance use disorders on the RMHP Formulary are available without Prior Authorization.

(i) At various times, We may send mailings or provide other communications to You, Your Physician, or Your pharmacy that communicate a variety of messages, including information about Prescription Drug Products and non-Prescription Drug Products. These communications may include offers that let You, as You determine, purchase the described product at a discount. In some instances, non-RMHP entities may support and/or provide content for these communications and offers. Only You and Your Physician can determine whether a change in Your Prescription Drug Product and/or non-Prescription Drug Product regimen is appropriate for Your medical condition.

(j) You will be charged an Ancillary Charge when a Prescription Drug Product is dispensed at Your or Your provider’s request and a Chemically Equivalent Prescription Drug Product is available.

M  See Coverage Schedule.

L  If We determine that You may be using Prescription Drug Products in a harmful or abusive manner, or with harmful frequency, Your choice of Network Pharmacies may be limited. If this happens, We may choose one Network Pharmacy that will provide and coordinate future pharmacy services for the Prescription Drug Products being used in a harmful or abusive way. Benefits will be paid only if You use the chosen Network Pharmacy.

L  Brand name contraceptive drugs are covered with no Cost Sharing only if:
• the Generic drug is not medically safe and effective for the Member; or
• no Generic drug is available.

L  We reserve the right to exclude any Prescription Drug Products at any time from the RMHP Formulary:
• for health and safety concerns,
• efficacy, and
• other reasons, as We determine in Our discretion.

If not on the RMHP Formulary, injectable drugs, medications and adult immunizations.

Coverage for Prescription Drug Products for the amount dispensed (days’ supply or quantity limit) which exceeds the supply limit or which is less than the minimum supply limit.

Prescription Drug Products that are determined by the Medical Director to be abused or misused. We may impose conditions, limitations and restrictions on dispensation of Prescription Drug Products in order to prevent misuse or abuse.

Prescription Orders or Refills for lost or stolen Prescription Drug Products.

General vitamins. This does not include the following, which require a Prescription Order or Refill:

• prenatal vitamins;
• vitamins with fluoride;
• single entity vitamins.

Travel immunizations.

Over-the-counter contraceptive drugs or devices which do not require a Prescription Order or Refill. This does not include those on the RMHP Formulary.

Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless We have designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician.

Prescription Drug Products that are available in over-the-counter form or made up of components that are available in over-the-counter form or equivalent.

Certain Prescription Drug Products that We have determined are Therapeutically Equivalent to an over-the-counter drug or
supplement. Such determinations may be made up to six times per year. We may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded. This exclusion does not apply to over-the-counter drugs used for tobacco cessation.

- Abortifacient drugs.

- Prescription Drug Products dispensed outside the United States. This does not apply when required for Emergency Care.

- Any product dispensed for the purpose of appetite suppression or weight loss.

- Medications used for cosmetic purposes.

- Diagnostic kits and products obtained at a pharmacy.

- Legend drugs, if the legend drugs have an over-the-counter equivalent.

- A Prescription Drug Product that contains marijuana, including medical marijuana.

- Certain unit dose packaging or repackagers of Prescription Drug Products.

- Growth hormone for children with familial short stature. For this exclusion, short stature is based upon heredity and not caused by a diagnosed medical condition.

- Certain Prescription Drug Products that are FDA approved as a package with a device or application. This includes smart package sensors and/or embedded drug sensors. This exclusion does not apply to a device or application that assists You with the administration of a Prescription Drug Product.

- Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by Us.
Prescription Drug Products that We determine are not Benefits. This includes New Prescription Drug Products or new dosage forms.

Certain Prescription Drug Products for tobacco cessation that exceed the minimum number of drugs required to be covered as Essential Health Benefits.

Certain Prescription Drug Products that exceed the minimum number of drugs required to be covered as Essential Health Benefits.

Compounded drugs that do not contain at least one ingredient that has been approved by the FDA and requires a Prescription Order or Refill.

Compounded drugs that contain a non-FDA approved bulk chemical.

Compounded drugs that are available as a similar commercially available Prescription Drug Product.

A Prescription Drug Product with either:

- an approved biosimilar, or
- a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.

A “biosimilar“ is a biological Prescription Drug Product approved based on both of the following:

- it is highly similar to a reference product (a biological Prescription Drug Product), and
- it has no clinically meaningful differences in terms of safety and effectiveness from the reference product.

Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.

A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.
A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.

Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by Us. Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.

### (34) Reconstructive Surgery

Coverage is provided for reconstructive surgery to correct a functional defect resulting from an Injury, Sickness or surgery. The surgery must reasonably be expected to correct the defect. See also **Mastectomy Services**.

- Cosmetic surgery or treatment for complications caused by non-covered cosmetic surgery.
- Reversal of cosmetic surgery or non-covered reconstructive surgery.
- Reconstructive surgery that does not result in functional gain.
- Reconstructive surgery primarily for cosmetic reasons.
- Breast reduction, unless Medically Necessary or as part of a mastectomy. Breast reduction is not covered in connection with cosmetic implants or primarily for cosmetic reasons.
- Surgical treatment for obesity or conditions related to obesity except for covered bariatric services.
- Reversal of obesity services.
- Treatment of any complications caused by obesity treatment except for covered bariatric services.

### (35) Skilled Nursing Facility (SNF) Services

Coverage is provided for inpatient care, health care supplies, equipment and prescribed drugs from a Network SNF.
When discharged from a Network Hospital, You may get covered SNF services from a Non-Network Provider if all of the following apply:

- before being hospitalized, You lived in the non-Network SNF;
- You had a contractual or other right to return to the non-Network SNF;
- the facility is licensed by the State of Colorado and is Medicare certified,
- the non-Network SNF agrees to follow the same terms and conditions that apply to Network Providers; and
- the services are Prior Authorized by Us.

**L** We will not pay a non-Network SNF a higher rate than We pay Network Providers in the same geographic area for the same level and intensity of services.

**M** See Coverage Schedule

**🚫** Custodial Care.

**🚫** Nursing home and domiciliary care.

(36) **Telehealth**

Coverage is provided for Care delivered by Telehealth. Care delivered by Telehealth will be subject to Copays, Coinsurance and Deductibles applicable to the type of Care provided.

(37) **Therapy Services**

- **Inpatient and Outpatient therapy**

  Coverage is provided for Habilitative and rehabilitative speech, physical and occupational therapy. Also see Cleft Lip and Palate Services.

**M** See Coverage Schedule

- **Therapies for Congenital Defects and Birth Abnormalities**

  Coverage is provided for physical, occupational and speech therapy for Members under age 6.

**M** See Coverage Schedule
Services for Members under age 3 are only covered if:

- the Member is not eligible for Early Intervention Services; or
- such services are not provided as part of a written individualized family service plan.

Pulmonary Therapy and Cardiac Rehab

Coverage is provided for pulmonary therapy and cardiac rehab services, phases I and II.

Therapies, self-help programs and other services not specifically covered under the Contract. This includes the following types of therapy:

- Recreational;
- Sex;
- Primal scream;
- Sleep;
- Z therapies;
- Self-help programs;
- Stress management programs;
- Transactional analysis, encounter groups, and transcendental meditation;
- Sensitivity or assertiveness training;
- Rolfing;
- Religious counseling;
- Holistic medicine and other wellness programs;
- Educational programs such as cardiac class or arthritis class;
- Orthomolecular medicine;
- Environmental medicine;
- Chelation therapy, except for treatment of metal poisoning;
- Cytotoxin testing;
- Gene manipulation therapy;
- Naturopathic medicine;
- Megavitamin therapy;
- School-based therapy;
- Acupuncture;
- Pain clinic services;
- Hypnotherapy;
- Educotherapy;
- Reflexology;
- Hair analysis;
- Pool therapy and submersion therapy;
- Massage therapy;
• Physical therapy performed by an individual when the therapy is not within the scope of his or her license or certification under Colorado law;
• Group physical therapy;
• Exercise programs;
• Isometric exercise;
• Phase III cardiac rehab;
• Health club fees;
• High colonics;
• Anodyne therapy;
• Extracorporeal shock wave treatment, except for removal of kidney stones;
• Behavior modification programs, including, weight loss programs and any related health service;
• Services of professional trainers;
• Special education, counseling, therapy or other services for learning deficiencies or behavioral problems;
• Myofunctional Therapy;
• Marital counseling; and
• Biofeedback, except to treat urinary stress incontinence.

(38) Transgender Services

Transgender services are covered, including treatment for Gender Dysphoria and gender identity disorders. Coverage is limited to the following:

• Psychotherapy for Gender Dysphoria and associated co-morbid psychiatric diagnoses;
• Cross sex hormone therapy:
  • Cross-sex hormone therapy administered by a medical provider (for example during an office visit);
  • Cross-sex hormone therapy dispensed from a pharmacy is provided. Puberty suppressing medication is not included in cross-sex hormone therapy;
• Laboratory testing to monitor the safety of continuous cross-sex hormone therapy; and
• Surgery for the treatment of Gender Dysphoria. Benefits include the facility charge, the charge for supplies and equipment, and the physician services. Prior Authorization is required for surgical procedures.

M One sex transformation reassignment per lifetime, which may include several staged procedures.

✗ Reversal of genital surgery or reversal of surgery to revise secondary sex characteristics.
Reproduction services, including sperm preservation in advance of hormone treatment or Gender Dysphoria surgery, cryopreservation of fertilized embryos, oocyte preservation, surrogate parenting, donor eggs, donor sperm and host uterus.

Medications used for cosmetic purposes.

Cosmetic procedures related to Gender Dysphoria, including:
- Abdominoplasty.
- Blepharoplasty.
- Breast enlargement, including augmentation mammoplasty and breast implants.
- Body contouring, such as lipoplasty.
- Brow lift.
- Calf implants.
- Cheek, chin, and nose implants.
- Injection of fillers or neurotoxins.
- Face lift, forehead lift, or neck tightening.
- Facial bone remodeling for facial feminizations.
- Hair removal.
- Hair transplantation.
- Lip augmentation.
- Lip reduction.
- Liposuction.
- Mastopexy.
- Pectoral implants for chest masculinization.
- Rhinoplasty.
- Skin resurfacing.
- Thyroid cartilage reduction; reduction thyroid chondroplasty; trachea shave (removal or reduction of the Adam’s Apple).
- Voice modification surgery.
- Voice lessons.
- Voice therapy.

(39) Transplants

Transplant coverage is provided consistent with MCG Care Guidelines, as adopted by Our New Technology and Guidelines Committee, and/or related to other industry standard guidelines. Coverage includes the following:

- Solid organ and other types of transplants:
  - cornea;
  - kidney;
  - liver;
  - heart;
• lung or lungs;
• intestine;
• pancreas;
• simultaneous pancreas and kidney; or
• meniscus.

• Autologous or allogenic human bone marrow or peripheral stem cells for the following conditions:
  • leukemia or aplastic anemia;
  • Severe Combined Immunodeficiency Disease (SCID);
  • Wiskott-Aldrich Syndrome;
  • recurrent or refractory neuroblastoma;
  • testicular, mediastinal, retroperitoneal and ovarian germ cell tumors;
  • testicular cancer;
  • myelofibrosis;
  • Waldenstrom macroglobulinemia;
  • Hodgkin’s disease;
  • Non-Hodgkin lymphoma;
  • ovarian cancer;
  • chronic myeloid leukemia;
  • bone marrow failure syndromes;
  • leukemias;
  • childhood tumors (neuroblastoma);
  • multiple myeloma;
  • immunodeficiency disorders;
  • thalassemia major;
  • sickle cell; or
  • inherited metabolic disorders, including:
    • alpha-mannosidosis;
    • childhood-onset adrenoleukodystrophy;
    • fucosidosis;
    • globoid cell leukodystrophy (Krabbe disease);
    • metachromatic leukodystrophy;
    • mucolipidoses (e.g., adrenoleukodystrophy, Gaucher's disease, metachromatic leukodystrophy);
    • mucopolysaccharidosis (e.g., Hunter's syndrome, Hurler's syndrome, Sanfilippo's syndrome, Maroteaux-Lamy syndrome, Morquio syndrome, Sly syndrome); or
    • Wolman disease.

**Coverage for transplants is subject to the following:**

(a) We or providers will not be responsible to:
• find a donor; or
• assure the availability or capacity of approved referral facilities;

(b) We will provide coverage for organ donation costs for a Member receiving a covered transplant. Coverage includes:
• costs for testing of the donor;
• organ donation procedures;
• facility charges; and
• organ storage costs.

(c) If the donor is covered by a Policy that covers organ donation, We will be the secondary payor; and

(d) The transplant and related procedures must be the preferred method of treatment.

L Multiple organ transplants will be covered only if the organs transplanted are the human kidney, liver, heart, lung(s), intestine and pancreas. If a multiple organ transplant includes an organ that is not a human kidney, liver, heart, lung(s), intestine or pancreas, then none of the transplants will be covered.

L An organ transplant recipient must be a Member.

L Coverage is provided only for human organ transplants. Mechanical organs are not considered human organs for purposes of this Contract.

✗ Transplants not listed as a Benefit in the Covered Benefits section, including:
• hand transplant;
• face transplant;
• islet cell transplant;
• stem cell – Breast cancer transplant;
• skeletal myoblast transplant – cardiac;
• transplants for autoimmune diseases; and
• transplants for adult solid tumors.

✗ Costs of maintaining a cadaver donor for organ retrieval.

✗ Autologous or allogeneic bone marrow harvest and transplant and autologous or allogeneic peripheral stem cell removal and reintroduction, whether alone or with high dose chemotherapy, except to the extent such harvest and transplant or removal and reintroduction are listed as a Benefit in the Covered Benefits section.
C. Pilot Programs

At times, We may provide services for a certain Sickness, Injury or program as part of a pilot program or study. These services may be offered in a limited part of the Service Area or to certain Members or Network Providers.

D. Double Coverage and Coordination of Benefits (COB)

(1) Medicare COB

Medicare will be primary except as required by law.

(2) Auto Insurance Benefits COB

(a) 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 (Auto Coverage).

(b) Payment: If You are eligible for benefits under Auto Coverage, such coverage will be primary and responsible for all benefits payable under the 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 will 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 obligated to make any payments.

(c) Settlement of Auto Coverage Claims: You may not release or settle any Auto Coverage claim 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. 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 those services.

(d) Applicability of Other States’ Auto Coverage Laws: The provisions of this subsection will apply to Auto Coverage.
(3) **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 Subscriber’s or Member’s prior coverage, if any.

(4) **Pursuit of Coverage**

If We are the Secondary Policy, You must actively pursue coverage from the Primary Policy before receiving any Benefits from Us. You must follow all rules for coverage under the Primary Policy, including filing claims and providing notice and information needed by the Primary Policy. If You do not follow this rule, We will not provide coverage for any services or Benefits which were subject to coverage by the Primary Policy.

Information about health coverage and services is needed to apply Our right of subrogation. Information is also needed to determine the Benefits to be paid under this Contract and other Policies. We may obtain the information We need from or give it to others to determine benefits under this Contract and other Policies. We do not need to tell anyone or get permission from anyone to do this. You must give Us any information We need within 30 days of Our request. This may include:

- copies of Policy contracts, EOCs and other similar documents,
- automobile insurance policies providing coverage to You, and
- any statements You have made, including witness statements and police reports.

You will not be entitled to Benefits for claims for which You do not give Us requested information in a timely manner.

(5) **No Double Recovery**

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

(6) **Insurance With Other Insurers**

This applies if You have Double Coverage and no other coordination of benefits provision applies. 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;
- 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 coverages 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.

8. LIMITATIONS/EXCLUSIONS (What is Not Covered)

A. Limitations:

L Payment of Premium: If a Network Provider, a Non-Network Provider or anyone affiliated with a Network Provider or Non-Network Provider who has provided or intends to provide Care to a Member pays Premium amounts due under this Contract, Members are not eligible for Benefits. This will not apply if We are required by law to accept such payment.

B. General Exclusions. The following are not covered:

 Any services or supplies not listed in the Covered Benefits section even if We arrange the service except if Prior Authorized.

 Any services or supplies not Medically Necessary.

 Any services or supplies that do not follow the accepted standards of health care practice in the area where services are provided.

 Personal comfort or convenience items.

 Surrounding services and supplies used for any treatment not listed as a Benefit in the Covered Benefits section. The phrase “used for any treatment” includes, but is not limited to, services and supplies that are an integral part
of, derived from, or supportive of, a service which is not a Benefit listed in the Covered Benefits section.

- Confinement, treatment, services or supplies You get outside the U.S. that are not the type and nature available in the U.S.

- Prescription Drug Products furnished by the local, state or federal government. Any Prescription Drug Product to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.

- Confinement, treatment, services or supplies needed for insurance, travel, employment, school, camp, or similar purposes.

- Confinement, treatment, services or supplies that are not ordered and approved by a provider.

- Confinement, treatment, services or supplies that are not under the care and treatment of a provider.

- Treatment, services or supplies provided to the Member by the Subscriber, his or her spouse, a child, sibling or parent of the Subscriber or of the Subscriber’s spouse, or any other person who lives in the Member’s home for which the Member would ordinarily have no obligation to pay in the absence of health care coverage.

- Any services or benefits not covered by Your primary Policy because You did not follow its terms, except as required by COB rules of this Contract.

- Services, drugs, supplies or products that are experimental or investigational, unless provided to You as part of a Clinical Trial. We may determine if a service, drug, supply or product is experimental or investigational before or after You request that We provide or pay for such service. The decision will be based on a review of local standards as well as consideration of national or state standards that We find are applicable to making the decision. We may review information from available resources, including the United States Food and Drug Administration, the National Institutes of Health, the American Medical Association, Hayes Technology Assessment, National Library of Medicine, Medline, the Cochrane Library, and the Centers for Medicare and Medicaid Services.
Treatment for work-related illnesses and injuries, unless Your employer does not have to provide workers’ compensation insurance. If a workers’ compensation policy is in place, that policy is responsible for health benefits for work-related illnesses and injuries. “Work-related illnesses and injuries” include, but are not limited to, work-related aggravations of existing illnesses and injuries.

Treatment for Injury or Sickness incurred in connection with a felony You committed.

Equipment, supplies and drugs that are not approved by the Food and Drug Administration for health purposes.

Fees and costs that are not for treatment, such as copying charges, file set up charges, financing charges and interest and other billing charges imposed by providers. This does not apply to copying charges for records requested by Us, or to interest and late fees that We are required to pay.

Treatment and services at a bloodless surgery center or religious science center, holistic medicine or other religion-oriented program.

Charges for visits to a health care provider that are not kept.

Treatment for services You get while You are incarcerated or confined in any federal, state or local correctional facility or institution.

Services provided by a Network Provider, Non-Network Provider, or anyone affiliated with a Network Provider or Non-Network Provider who has paid Your Premium. This will not apply if We are required by law to accept such payment.

C. Specific Exclusions. The following are not covered:

If not on the RMHP Formulary, injectable drugs, medications and adult immunizations.

Transportation that serves only as a convenience for You or Your family.

Court ordered treatment that would not otherwise be covered.
Blood and blood products that are not provided as part of a service covered under this Contract.

Any part of a Clinical Trial that is paid for by a government or biotechnical, pharmaceutical or medical industry.

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 taking part in a Clinical Trial, including travel, housing and other expenses that You, or a person traveling with You, may incur.

Any items or care provided as part of a Clinical Trial only to satisfy a need for data collection or analysis that are not directly part of Your clinical management.

Costs for the management of research relating to a Clinical Trial.

Care that, except for the fact that it is being provided in a Clinical Trial, is otherwise specifically excluded from coverage.

Dental splints, implants or prostheses.

Treatment for periodontal disease.

Dental treatment or services on or to the teeth, gums or jaws. This Exclusion does not apply to treatment for Injuries to Sound and Natural Teeth or to Children’s Dental Services.

Treatment for pain or infection known or thought to be due to a dental cause and near the teeth or jaw, unless not treating such an infection may result in a systemic illness.

Surgical correction of malocclusion, services, supplies or appliances provided to alter, correct, fix, improve, remove, replace, reposition, restore or treat the jaw, or any jaw implant. This Exclusion does not apply to services for cleft lip and cleft palate and reconstructive surgery services. (See section 7.B.(9))
Maxillofacial and/or mandibular orthognathic surgery, oral surgery and orthodontia treatment including all outpatient and related costs, if the services are related to a dental condition.

Treatment of craniomandibular joint disorders and TMJ by use of orthodontic appliances and treatment, crowns, bridges or dentures.

Removal of a tooth, except for treatment for Injuries to Sound and Natural Teeth.

Treatment for Injury to Sound and Natural Teeth caused by biting or chewing.

Services, including related orthodontic treatment, to repair or replace teeth. This Exclusion does not apply to treatment for Injuries to Sound and Natural Teeth or to Children’s Dental Services.

Alveoplasty when performed with an excluded service.

Care provided with non-covered dental services, except for general anesthesia for dental procedures for Dependent Children.

Dental cleaning, in-mouth scaling, planing, or scraping, except for Children’s Dental Services.

Myofunctional Therapy.

Non-emergency transport, Respite Care, service coordination, and assistive technology (unless otherwise covered under the Covered Benefits section).

EIS services for children age 3 and older.

Follow-up care You get in an emergency room.

Coverage for out of Service Area Emergency Care, if You left the Service Area to seek medical treatment.

Chiro Care for children 3 years of age and younger.
Chiro Care provided in excess of what is necessary for maximum improvement. This is the point at which the patient shows little or no improvement with additional therapy.

Chiro Care provided on an inpatient basis.

Chiro Care which is maintenance care. Maintenance care is defined as a treatment program designed to maintain optimal health in the absence of symptoms.

Neuromusculoskeletal manipulation under anesthesia.

Clinical laboratory services and any associated procedures related to Chiro Care involved in the collection and/or testing of biological or lab specimens.

Preventive care, educational programs, therapies, nonmedical self-care, self-help training and any related diagnostic testing, except that which occurs during the normal course of providing Chiro Care.

Vocational or long-term rehab related to Chiro Care.

Advanced diagnostic testing and imaging performed as part of Chiro Care, including:

- MRI, CT or bone scans;
- diagnostic ultrasound;
- videoflouroscopy;
- thermography;
- electrodagnostic testing, such as nerve conduction velocity (NCV); and
- electromyography (EMG) or evoked potentials.

Radiological procedures related to Chiro Care performed on equipment not certified, registered or licensed by the state where the services are performed.

Radiological procedures that We determine cannot be safely utilized in diagnosis or treatment.

Chiro Care for or related to diagnosis and treatment of jaw joint problems, including TMJ or craniomandibular disorders.
Technique-specific radiographs exposed to support such techniques.

Transportation costs related to Chiro Care, including ambulance charges.

Eyeglasses, contacts and the fitting of contacts, except:
- for children under age 19,
- after covered eye surgery, or
- with a diagnosis of keratoconus.

Replacement of lost or broken lenses or frames.

Vision therapy, including the use of lenses and/or prisms for the treatment of a traumatic brain injury, learning disabilities, and dyslexia.

Refractive keratoplasty, including radial and laser keratotomy (Lasik surgery), and any procedure to fix a refractive defect.

Hearing aids and devices and fitting for Members age 18 and older.

Bone anchored hearing aids and auditory devices or implants attached to the bone.

Cochlear implants and equipment and devices related to cochlear implants. This includes:
- internal receivers/stimulators,
- transmitters, and
- speech processors.

Private Duty Nursing, unless determined to be Medically Necessary by a Physician.

Custodial Care.

Housekeeping, homemaker and meal services.

Grief support services, except as provided as a part of hospice services.

Private room unless it is Medically Necessary.
- Care for complications that arise after You leave a Hospital against medical advice.

- Surgical treatment for obesity or conditions related to obesity except for covered bariatric services.

- Treatment of any complications caused by obesity treatment except for covered bariatric services.

- Services and supplies related to any care that is not covered. This includes services and supplies that are an integral part of a non-covered benefit.

- Clinical pathology services unless the services are within the scope of practice of the individual providing the services and are either rendered personally by the pathologist or are performed under the pathologist’s direct supervision.

- Hair transplants or implants.

- Pain clinic services.

- Amniocentesis to find out if the baby is a boy or a girl.

- Services performed by a direct-entry or lay midwife.

- Reversal of voluntary sterilization.

- Services and procedures to verify the success of reversal of voluntary sterilization.

- The following treatments for infertility or to cause pregnancy for both fertile and infertile couples:
  - prescription drugs;
  - donor eggs and semen;
  - procurement and storage of donor eggs and semen;
  - in vitro fertilization (IVF);
  - gamete intrafallopian transfer (GIFT);
  - ovum transplants;
  - zygote intrafallopian transfer (ZIFT); and
  - embryo transplants.
Elective abortions.

Costs to operate DME, orthotic devices and prosthetic devices.

Air filters, purifiers and/or humidifiers.

Changes made to Your home or vehicles to make them handicap accessible.

Home modification equipment.

Wigs or hairpieces.

Home exercise equipment.

Bionic prostheses.

Power enhancements or controls for prosthetic limbs and terminal devices.

Myoelectric prostheses.

Peripheral nerve stimulators.

Repairs and replacements of DME, orthotic devices and prosthetic devices due to Your misuse or loss.

Behavior modification, such as weight loss programs.

Medical foods are not covered for Members with cystic fibrosis or for Members who are lactose- or soy-intolerant.

Outpatient nutrition products, including Medical Foods, TPN and therapeutic formulas, except as provided in the “Nutrition” subparagraph.

Weight loss programs and services.

Third party testing, such as lab and x-rays that are not part of suggested screening or routine physicals.
Costs for health reports, including presentations and preparation.

Third party physical and/or psychological exams for employment, licensing, insurance, adoption or any other non-health reasons.

Screening tests that are done in multiple phases.

Checkups not associated with any Injury or Sickness, except as stated in the Covered Benefits section.

Clinical ecology services and services for treatment of multiple chemical sensitivity and idiopathic environmental illness.

Genetic testing, except for:

- diagnosing You with a condition or illness that will affect Your health;
- treating a condition or illness that will affect Your health; or
- preventive care recommended by USPSTF or HRSA, including, for example, BRCA testing and counseling.

Routine foot care.

Trimming of corns and calluses.

Treatment of flat feet.

Partial dislocations in the feet.

Prescription Drug Products that are determined by the Medical Director to be abused or misused. We may impose conditions, limitations and restrictions on dispensation of Prescription Drug Products in order to prevent misuse or abuse.

Prescription Order or Refills for lost or stolen Prescription Drug Products.

Over-the-counter contraceptive drugs or devices which do not require a Prescription Order or Refill. This does not include those on the RMHP Formulary.
Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless We have designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug Product and it is obtained with a Prescription Order or Refill from a Physician.

Prescription Drug Products that are available in over-the-counter form or made up of components that are available in over-the-counter form or equivalent.

Certain Prescription Drug Products that We have determined are Therapeutically Equivalent to an over-the-counter drug or supplement. Such determinations may be made up to six times per year. We may decide at any time to reinstate Benefits for a Prescription Drug Product that was previously excluded. This exclusion does not apply to over-the-counter drugs used for tobacco cessation.

Abortifacient drugs.

General vitamins. This does not include the following, which require a Prescription Order or Refill:

- prenatal vitamins;
- vitamins with fluoride;
- single entity vitamins.

Travel immunizations.

Coverage for Prescription Drug Products for the amount dispensed (days’ supply or quantity limit) which exceeds the supply limit or which is less than the minimum supply limit.

Prescription Drug Products dispensed outside the United States. This does not apply when required for Emergency Care.

Any product dispensed for the purpose of appetite suppression or weight loss.

Medications used for cosmetic purposes.

Diagnostic kits and products obtained at a pharmacy.

Legend drugs, if the legend drugs have an over-the-counter equivalent.
A Prescription Drug Product that contains marijuana, including medical marijuana.

Certain unit dose packaging or repackagers of Prescription Drug Products.

Growth hormone for children with familial short stature. For this exclusion, short stature is based upon heredity and not caused by a diagnosed medical condition.

Certain Prescription Drug Products that are FDA approved as a package with a device or application. This includes smart package sensors and/or embedded drug sensors. This exclusion does not apply to a device or application that assists You with the administration of a Prescription Drug Product.

Certain New Prescription Drug Products and/or new dosage forms until the date they are reviewed and placed on a tier by Us.

Prescription Drug Products that We determine are not Benefits. This includes New Prescription Drug Products or new dosage forms.

Certain Prescription Drug Products for tobacco cessation that exceed the minimum number of drugs required to be covered as Essential Health Benefits.

Certain Prescription Drug Products that exceed the minimum number of drugs required to be covered as Essential Health Benefits.

Compounded drugs that do not contain at least one ingredient that has been approved by the FDA and requires a Prescription Order or Refill.

Compounded drugs that contain a non-FDA approved bulk chemical.

Compounded drugs that are available as a similar commercially available Prescription Drug Product.

A Prescription Drug Product with either:

- an approved biosimilar, or
- a biosimilar and Therapeutically Equivalent to another covered Prescription Drug Product.
A “biosimilar” is a biological Prescription Drug Product approved based on both of the following:

- it is highly similar to a reference product (a biological Prescription Drug Product), and
- it has no clinically meaningful differences in terms of safety and effectiveness from the reference product.

Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.

A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product. Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.

A Prescription Drug Product that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product. Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.

Certain Prescription Drug Products for which there are Therapeutically Equivalent alternatives available, unless otherwise required by law or approved by Us. Such decisions may be made up to six times per year. We may decide at any time to cover a Prescription Drug Product that We had excluded.

Cosmetic surgery or treatment for complications caused by non-covered cosmetic surgery.

Reversal of a cosmetic surgery or non-covered reconstructive surgery.

Reconstructive surgery that does not result in functional gain.

Reconstructive surgery primarily for cosmetic reasons.

Breast reduction, unless Medically Necessary or as part of a mastectomy. Breast reduction is not covered in connection with cosmetic implants or primarily for cosmetic reasons.
Surgery or treatment related to sexual dysfunction. This Exclusion includes therapy, Physician services, surgical treatment, injectables, prescription drugs and any other treatment for impotency.

Nursing home and domiciliary care.

Therapies, self-help programs and other services not specifically covered under the Contract. This includes the types of therapies listed as Exclusions under subsection 7.B.(37) – Therapy Services.

Transplants not listed as a Benefit in the Covered Benefits section including:
- hand transplant;
- face transplant;
- islet cell transplant;
- stem cell – Breast cancer transplant;
- skeletal myoblast transplant – cardiac;
- transplants for autoimmune diseases; and
- transplants for adult solid tumors.

Costs of maintaining a cadaver donor for organ retrieval.

Autologous or allogeneic bone marrow harvest and transplant and autologous or allogeneic peripheral stem cell removal and reintroduction, whether alone or with high dose chemotherapy, except to the extent such harvest and transplant or removal and reintroduction are listed as a Benefit in the Covered Benefits section.

Multiple organ transplants except as provided in the Covered Benefits section.

Educational testing (services and supplies), assessments, counseling, therapy or other services for learning or behavior problems.

Third party exams for employment, licensing, insurance, adoption or any non-health related purpose.

Qualified medical expenses, as defined by the IRC, which are not Benefits of this Contract.

Panniculectomy for cosmetic reasons.
- Gastric balloon.

- Intestinal bypass.

- Reversal of obesity services.

- Cosmetic surgery related to bariatric services.

- Vagal stimulation.

- Reversal of genital surgery or reversal of surgery to revise secondary sex characteristics.

- Reproduction services, including sperm preservation in advance of hormone treatment or Gender Dysphoria surgery, cryopreservation of fertilized embryos, oocyte preservation, surrogate parenting, donor eggs, donor sperm and host uterus.

- Cosmetic procedures related to Gender Dysphoria, including:
  - Abdominoplasty.
  - Blepharoplasty.
  - Breast enlargement, including augmentation mammoplasty and breast implants.
  - Body contouring, such as lipoplasty.
  - Brow lift.
  - Calf implants.
  - Cheek, chin, and nose implants.
  - Injection of fillers or neurotoxins.
  - Face lift, forehead lift, or neck tightening.
  - Facial bone remodeling for facial feminizations.
  - Hair removal.
  - Hair transplantation.
  - Lip augmentation.
  - Lip reduction.
  - Liposuction.
  - Mastopexy.
  - Pectoral implants for chest masculinization.
  - Rhinoplasty.
  - Skin resurfacing.
  - Thyroid cartilage reduction; reduction thyroid chondroplasty; trachea shave (removal or reduction of the Adam’s Apple).
  - Voice modification surgery.
• Voice lessons.
• Voice therapy.

9. MEMBER PAYMENT RESPONSIBILITY

A. Payment

You or the Subscriber must pay all Premiums, Cost Sharing, and all other fees or amounts owed to Us, the provider, or the Exchange, as applicable, under this Contract when due. A Network Provider, a Non-Network Provider, or anyone affiliated with a Network Provider or Non-Network Provider who has provided or intends to provide You Care may not pay Your Premium. This will not apply if We are required by law to accept such payment. Premium is owed up to the date of termination. If Your coverage ends any day other than the last day of a month, this includes a pro-rated amount for the month in which this Contract ends. You must pay Your Cost Sharing directly to the provider at the time You get the Care. You or the Subscriber and Members must pay amounts that are more than the Allowed Charges for services from Non-Network Providers and amounts for services that are not Benefits under this Contract.

You must pay Premium until You give Us notice as required by this Contract that You:

• are not eligible; or
• will not be covered under this Contract.

B. Assessments

The Subscriber shall reimburse Us for Exchange fees imposed on Colorado carriers as allowed by law. The Subscriber must pay such assessment by the due date We specify.

C. Yearly Out-of-Pocket Maximum

Your Policy with Us may have both a Member and a Subscriber/Dependent Yearly Out-of-Pocket Maximum. Please refer to Your Coverage Schedule for Cost Sharing and Yearly Out-of-Pocket Maximum amounts.

When the Cost Sharing owed for Benefits provided in a Calendar Year equals the Yearly Out-of-Pocket Maximum amount, You will not have to pay additional Cost Sharing for those Benefits provided during the rest of the Calendar Year.

Yearly Out-of-Pocket Maximums are subject to annual adjustments in accordance with federal law.

D. Change of Health Care Plans

If You change between Policies offered by Us, the Cost Sharing amounts You paid on Your prior Policy may count toward the new Policy’s Cost Sharing amounts if:
(1) You change between Policies offered by Us during any special enrollment period described in Section 5.1; or

(2) You got this Policy on the Exchange and are receiving federal cost-sharing reductions. The Cost Sharing amounts You paid will count toward a different variation of the same QHP. This applies if Your federal cost sharing reduction eligibility changes at any time during the Calendar Year.

Also, Benefits that count toward Your Maximum Benefit Levels will be applied to Your new Policy’s Maximum Benefit Levels. This paragraph does not apply to CHP+ or Medicaid Policies.

E. Incentives

We may choose to pay travel costs or reduce Cost Sharing for specific types of Care You get from certain Network Providers. If We decide to offer an incentive to You, We will tell You in writing. Sometimes We may offer coupons, enhanced Benefits, or other incentives to encourage You to take part in various programs. These may be wellness programs, certain disease management programs, electronic document delivery, surveys, discount programs and/or programs to seek care in a more cost effective setting and/or from certain providers. In some instances, these programs may be offered in combination with a non-RMHP entity. The decision about whether or not to take part in a program is Yours alone. However, We recommend that You discuss taking part in such programs with Your Physician. Contact RMHP customer service if You have any questions.

F. Third Party Liability

(1) Applicability

This section applies when We have paid or incurred costs for which You have a claim against a third party or insurer for any Injury, Sickness or condition (“Conditions”). This includes all current or future costs. “Third party” means any person, entity, Subscriber or Member other than the Member to whom We are subrogated. We are entitled to subrogation and reimbursement as allowed by law and as described below. Any dispute regarding subrogation or reimbursement will be resolved by arbitration. In case of arbitration, You and Rocky Mountain will each pay one half of the cost. Any arbitration related to subrogation or reimbursement will follow the rules for arbitration in Section 13, Appeals/Complaints.

(2) Subrogation

We will have the benefit of and become the owner of all rights, claims, remedies, and security against a third party for Conditions for which:

- You have a legal claim against a third party for damages; or
- You have a right to get payment from any insurer, with or without regard to fault, to the extent of costs paid or incurred, or that may be
paid or incurred, by Us on Your behalf.

We will have the full power and authority to enforce these claims in Our name as allowed by law.

We may seek to recover amounts from a third party or obtain information about Your claims against a third party. You will actively cooperate with Us by:

- securing and giving evidence as needed for recovery efforts. This includes attending, participating in and giving testimony at depositions, hearings and trials;
- giving information, documents, and written information to Us when requested; and
- helping secure other witnesses in the conduct of administrative or legal proceedings.

Our recovery through subrogation will not affect Your obligation to pay Premiums, Cost Sharing or other sums due under this Contract.

(3) **Reimbursement of Proceeds**

This section applies to a payment of a claim or judgment by a third party or other insurer. Any money, proceeds or property paid to You or recovered by You for Conditions will be considered held in trust by You for Us to the extent We pay current or future costs for related Benefits. This includes Auto Coverage or medical payments coverage. As allowed by law, You agree to promptly pay Us money, proceeds or property received to the extent of Our costs paid or incurred now or in the future. You agree that this payment will be made to Us whether:

- the money, proceeds or property are for a particular type of Conditions or claim;
- Your efforts to recover from a third party were known, approved or shared by Us; and
- the recoveries were the result of a lawsuit, a settlement, or otherwise.

(4) **Settlement of Third-Party Liability Claims**

You must give Us notice about any settlement with or recovery against:

- any third party or other insurer, including Your insurer;
- any liability insurer; or
- a third party insurer

of any claim or judgment for damages from Conditions that We have paid or may pay or incur in the future for Benefits provided to You. As allowed by law, We may recover from You any amounts paid to You up to the amount
incurred or paid by Us or that in the future may be paid or incurred by Us for Benefits.

G. Interest

Cost Sharing owed to Us will be due and payable on the due date shown on the Member billing statement. Past due amounts will accrue interest up to the rate of 24% per year. Interest accrues from the date the amount is due until paid.

10. CLAIMS PROCEDURE (How to File a Claim)

A. Filing Claims

(1) Time Limit

Except for claims for Prescription Drug Products, when You pay for Care and ask Us to repay You, You will be liable for no more than the applicable Cost Sharing for the Care if:

(a) You submit Your request within 12 months of getting the Care;

(b) the Care did not need Prior Authorization; and

(c) a contract was in place between the provider and Us when You got the Care.

In other cases, You or Your provider must submit all claims to Us within 180 days after You got the Care. If We do not get the claim timely, We may not pay the claim.

You must send claims for Prescription Drug Products to Us within 120 days of the date that You receive the Prescription Drug Product.

Clean Claims will be paid, settled or denied by Us within:

- 30 days if sent electronically; or
- 45 days if sent by other means.

All claims except Clean Claims will be paid, settled or denied by Us within 90 days after receipt if there is not Fraud.

(2) Required Information

You can download a claim form from our website, www.rmhp.org, or call Us. You or Your provider may submit a claim:

- by U.S. mail, first class or overnight delivery;
- electronically;
- by fax; or
- by hand delivery.
To get Your claim paid, You or Your provider must send Us, United Healthcare (if the claim involves Children’s Dental Services) or OptumRX (if the claim involves Prescription Drug Products) an authorized claim form and original bill.

Send claims for Care other than Children’s Dental Services or Prescription Drug Products to Us at:

RMHP
Attention: Claims
2775 Crossroads Boulevard
Grand Junction, Colorado 81506
Fax: 970-244-7880

For Children’s Dental Services, call the number provided on Your United Healthcare Children’s Dental ID card.

Send claims for Prescription Drug Products to OptumRX at:

OptumRX
Attention: Claims Department
P.O. Box 29077
Hot Springs, AR 71903

Claims must include the following:

• The Subscriber’s Rocky Mountain identification number;
• The Subscriber’s name and address;
• The name of the Member who got the Care;
• The age and relationship to the Subscriber of the Member who got the Care;
• The date(s) of the accident, Care or purchase;
• The diagnosis and type of treatment;
• An original itemized statement of expenses;
• The provider’s name, address and federal tax ID number; and
• Expenses for Prescription Drug Products must include:
  • pharmacy name and address;
  • drug name, strength, quantity and prescription number;
  • prescribing provider name or federal tax ID number;
  • NDC number; and
  • the original bill or receipt from the pharmacy, with date filled and amount paid by You.

If We do not timely get required information from You, We may not pay Your claim.
(3) Manner of Payment

We will decide if We will pay Benefits to You or to Your providers.

(4) Minor or Incompetency

We may pay an individual or institution directly if it appears to have assumed the custody or the principal support of a Member if:

(a) the Member is a minor, or in Our opinion, the Member is not competent to give a valid receipt for payment due the Member under this Contract; and

(b) We have not received a request from a duly appointed guardian or other legally-appointed representative.

B. Time Lines for Our Decisions

After You file a claim, We will tell You and Your provider of Our decision within the time frames below. If We verbally tell You and Your provider within the time frames set forth below, written or electronic notification will be given to You and Your provider within 3 days.

(1) Urgent Care Claims Upon Our receipt of an Urgent Care Claim, We will tell You and Your provider of Our decision as soon as possible, but no later than 72 hours after Our receipt of Your Urgent Care Claim. If there is insufficient information to decide if Benefits are covered or payable by Us, We will notify You and Your provider as soon as possible, but no later than 24 hours after Our receipt of Your Urgent Care Claim. We will tell You and Your provider the specific information needed to complete such Urgent Care Claim. You will be given a reasonable time to provide the specified information, depending on the circumstances, but no less than 2 business days after You and Your provider have been notified. We will tell You and Your provider of Our decision no later than 48 hours after the earlier of:

- Our receipt of the specified information; or
- the end of the time given to You to provide the specified information.

(2) Pre-Service Claims We will tell You and Your provider of Our decision regarding a Pre-Service Claim as soon as possible, but no later than 5 business days (72 hours in the case of a Pre-Service Claim that also qualifies as an Urgent Care Claim) after Our receipt of Your Pre-Service Claim.

If You fail to follow Our procedures for filing a Pre-Service Claim, You and Your provider will be notified as soon as possible, but no later than 5 business days (72 hours in the case of a Pre-Service Claim that also qualifies as an Urgent Care Claim) after Our receipt of Your claim, that Your claim has been improperly filed. We will tell You and Your provider the proper procedures...
for filing Your Pre-Service Claim. Such notice will be given in writing. You will be given a reasonable time to provide the specified information, depending on the circumstances, but no less than 2 business days after You and Your provider have been notified. We will tell You and Your provider of Our decision as soon as possible. We will tell You and Your provider no later than 5 business days (72 hours in the case of a Pre-Service Claim that also qualifies as an Urgent Care Claim) after the earlier of:

- Our receipt of the specified information; or
- the end of the time given to You to provide the specified information.

(3) Post-Service Claims For a Post-Service Claim, We will notify You and Your provider of Our decision within a reasonable time period, but no later than 30 days after Our receipt of the Post-Service Claim. We may extend the initial 30 day period for up to an additional 15 days if there are matters beyond Our control. In this case, You and Your provider will be notified, prior to the end of the initial 30 day period:

- of the circumstances requiring the extension, and
- the date on which We expect to make Our decision.

If such extension is necessary because You failed to submit the information required to make a decision, the notice must describe the information required. You will have 45 days from Your receipt of the notice to provide the requested information.

(4) Concurrent Care Claims We will notify You and Your provider of Our decision with respect to a Concurrent Care Claim sufficiently in advance of the termination of the pre-approved course of Care, or reduction in the specific number of treatments, to allow You to appeal and obtain a decision on review prior to such termination or reduction. The health care service or treatment that is the subject of a Concurrent Care Claim will continue to be covered per the terms of Your Contract until You and Your provider have been notified by Us of the decision to not cover the service or treatment.

Your request to extend a course of Care beyond the prescribed period of time, or the specific number of pre-approved treatments, that also qualifies as an Urgent Care Claim must be decided as soon as possible, taking into account the medical exigencies. We will notify You and Your provider of Our decision within 24 hours after Our receipt of the claim; if Your claim is made at least 24 hours prior to the end of the prescribed course of Care or specific number of pre-approved treatments.

C. RMHP Formulary Exception Requests

You, Your designee, or Your provider may request clinically appropriate drugs not otherwise covered by Us through a special process. If We grant Your request, We will cover the non-formulary drug for the duration of the prescription. If We deny
Your request, You, Your designee, or Your provider may request an external review of the decision by an independent review organization.

For more information about the special process for drugs not on the RMHP Formulary, please contact RMHP customer service.

(1) **Standard Review**

You, Your designee or Your provider may request a standard review of Our decision to not include a drug on the RMHP Formulary.

We will make a decision on Your standard review request and notify You or Your designee and Your provider of Our decision no later than 72 hours after We receive Your request. If We grant Your standard review request, the drug will be covered for the duration of the prescription, including any refills.

(2) **Expedited Review**

If there are exigent circumstances, You, Your designee or Your provider may request an expedited review of Our decision to not include a drug on the RMHP Formulary. Exigent circumstances exist when:

- You have a health condition that may seriously jeopardize Your life, health or ability to regain maximum function; or
- You are currently undergoing a course of treatment with a drug not on the RMHP Formulary.

We will make a decision on Your expedited review request and notify You or Your designee and Your provider of Our decision no later than 24 hours after We receive Your request. If We grant Your expedited review request, the drug will be covered for the duration of the exigent circumstances.

(3) **External Review**

If We deny a standard or expedited review request, You, Your designee or Your provider may request an external review of the denial by an independent review organization.

You or Your designee and Your provider will be notified of the decision no later than:

- 72 hours after We receive Your request, if it is a review of a standard review request; or
- 24 hours after We receive Your request, if it is a review of an expedited review request.

If Your standard review request is granted, the drug will be covered for the duration of the prescription, including any refills. If Your expedited review
request is granted, the drug will be covered for the duration of the exigent circumstances.

11. GENERAL POLICY PROVISIONS

A. Reporting Rules for Subscribers and Members

(1) Double Coverage

You must tell Us when You have Double Coverage so We can determine which Policy pays first. (See section 7.)

(2) Tell Us if You are Admitted to a Non-Network Hospital

You or Your Physician must tell Us if:

- You deliver a baby in a non-Network Hospital; or
- You are admitted to a non-Network Hospital for Urgent Care or Emergency Care.

This notification must occur within 24 hours or the next business day. We will make an exception to the time limits if Your medical condition prevented timely notice.

(3) Report Third-Party Claims

You must promptly tell Us about any claims and potential claims against any third party. (See section 9.)

(4) If Your Eligibility Changes

If You did not get this Policy on the Exchange, You must send proof of eligibility to Us. We will decide if the proof meets all eligibility rules. (See section 5 for eligibility rules.) You must tell Us immediately if You have a change in status that may affect Your eligibility under this Contract. Eligibility status changes start on the first day of the next month after the date of change. If a change in status causes You to be ineligible, Your coverage will end the last day of the month You tell Us of the change.

If You got this Policy on the Exchange, all eligibility will be decided by the Exchange. You must comply with Exchange rules on eligibility.

(5) Tell Us if Your Address Changes

You must tell Us if Your address changes. We will change Your address in Our records if the United States Postal Service notifies Us that Your address changed.
B. **Duration**

This Contract is between Us and the Subscriber on behalf of each Member. This Contract begins on the Effective Date. The Contract will Renew on the Renewal Date, unless:

- this Contract is terminated; or
- You do not select this Policy for another year on the Exchange. This only applies if You first got this Policy on the Exchange.

If there is no Renewal Date, this Contract will Renew on January 1 of each Calendar Year.

C. **Application and Effective Date**

If You got this Policy on the Exchange, the Effective Date of this Contract is the date the Exchange specifies after the Premium has been paid. If You did not get this Policy on the Exchange, the Effective Date of this Contract is the date We specify after the Premium has been paid. Benefits begin on the Effective Date.

D. **Confidentiality of Records**

We will keep Your information confidential. However, You agree to let Us obtain, use, and share health records and information about Care provided to You:

- as allowed or required by law;
- for use in medical research and education (without identifying You); or
- as needed to administer this Contract.

You also agree to promptly give Us, Network Providers and other providers written consent for release of records related to Your Care if requested.

E. **Relationship with Providers**

It is the intent of You and Rocky Mountain that:

- Network Providers and Non-Network Providers will be independent contractors and are not Our agents or employees; and
- Our employees will not be the employer or agent of any Network Provider.

We do not insure against and are not liable for, the negligence or other wrongful act or omission of any Network Provider or Non-Network Provider, their employees or other persons or agencies, or for any act or omission of any Member. Network Providers, Non-Network Providers, or their employees or agents, are solely responsible for Care provided to You. You agree that We cannot and do not, practice medicine.
F. **Controlling Costs**

We use cost control tools including the following:

- regular utilization review of Network Providers;
- second opinions (See subsection 7.B.(31);
- Prior Authorization;
- managed care including:
  - education
  - use of a drug formulary;
  - support of community health programs;
  - quality improvement review;
  - the Primary Care Procedures;
- dispute resolution process (See section 13);
- incentives (See subsection 9.D.); and
- pilot programs or studies (See subsection 7.C.)

G. **Notice**

Except as noted in section 13 and this subsection, any required notice, including change of address, will be in writing. Notices are effective upon mailing, postage prepaid, to Our address in section 3, or to the Subscriber and Members at the address that appears in Our records. (See section 13 for additional notice requirements.)

This Contract may be made available to You electronically. It has very important information about Your Benefits that should be shared with all Dependents covered under this Contract. If You chose an electronic copy, We will email You when an electronic copy of this Contract is ready. You must give Us Your email address and notify Us if it changes. If We cannot send this Contract to the email address You gave Us, We will send You a paper copy. You can ask for a paper copy of this Contract at any time by asking customer service. You can also ask that We only send You paper copies.

H. **Assignment**

The rights of the Subscriber or Member under this Contract may not be assigned or delegated. However, a Member is allowed to assign payments due for Benefits under this Contract to a licensed Hospital, licensed health care provider, occupational therapist or massage therapist. We have the right to assign this Contract.

I. **Enforcement**

If We seek to enforce or interpret this Contract, except for matters submitted for review by the internal review committee and arbitration, We will be awarded Our costs, including reasonable attorneys’ fees.
J. **Offset**

We have the right to recover sums owed to Us by a Subscriber or Member by withholding sums We owe to the Subscriber or Member. No terms of this Contract will restrict this right.

K. **Binding Effect**

Subject to the terms restricting assignment or delegation, the terms of this Contract will be binding upon and confer to the benefit of the Rocky Mountain, the Subscriber and Members, and their successors and assigns.

L. **Headings**

The headings are for reference only and are not to be used to interpret this Contract. The headings do not in any way qualify, modify or explain any terms or their effect.

M. **Unexpected or Uncontrollable Events**

Rocky Mountain and Network Providers will not have any liability or obligation, beyond a good faith effort, for delay or failure to provide any services if the delay or failure is caused by conditions beyond their control. This may include lack of available facilities, personnel or financial resources because of:

- disaster;
- epidemic;
- riot;
- civil insurrection;
- labor disputes;
- complete or partial destruction of facilities;
- disability of a significant number of Network Providers; or
- any other emergency or similar situation.

N. ** Entire Agreement**

This Contract constitutes the entire agreement between the parties. This Contract will not be changed except as provided in this Contract.

O. **Interpretation**

The interpretation of this Contract will be guided by:

- the IRC; and
- the Affordable Care Act; and
- the Colorado Health Care Coverage Act; and
- the federal Health Maintenance Organization Act of 1973, as applicable; and
- other applicable Colorado and federal law.

Any provision of this Contract that does not conform with the IRC, the Affordable
Care Act, the Colorado Health Care Coverage Act and other applicable law will not be invalid, but will be construed and applied as if it was in full compliance with the laws and regulations.

12. **TERMINATION/NON-RENEWAL/CONTINUATION**

   **A. Termination for Cause**

   As allowed by law, We may end or not Renew coverage under this Contract for these reasons:

   (1) Premiums due to Us or the Exchange, as applicable, have not been timely paid.
      - Nonpayment of Premiums by a Subscriber after the Grace Period has ended.
      - Payment of Premiums after the Grace Period has ended will not entitle a Member to coverage if the Member is no longer eligible.

   The Grace Period does not apply to the first Premium owed under this Policy. The Subscriber may terminate coverage under this Policy during the Grace Period by giving Us written notice. The Subscriber will owe Us a pro-rata amount of Premium for the time during the Grace Period that this Policy was in force. We will pay claims during a 31 day Grace Period or the first month of a three month Grace Period. We will not pay claims for the second and third months of a three month Grace Period if we do not receive Premium owed for such months during the Grace Period.

   (2) Fraud by You about Your eligibility, enrollment or in any other matter.

   (3) Allowing someone else to fraudulently use Your Member ID Card to get Benefits.

   (4) Any other reason allowed by law.

   **B. Procedure to Terminate for Cause**

   If We end this Contract for cause, We will notify the Subscriber on behalf of the Member. The notice will explain why the Contract is ending. The Subscriber will have 30 days from the date of the notice to resolve the cause of termination. This chance to resolve the issue does not apply if the Contract ended due to Fraud. If the cause for ending the Contract is not resolved, the Contract will end 30 days from the date of notice. You will not be entitled to Benefits as of the date the Contract ends. You must pay for any health care services You get after that date. We may end this Contract immediately for Fraud.
C. Other Terminations

As allowed by law, coverage under this Contract may end or not be Renewed for these reasons. If You did not get this Policy on the Exchange and if You are the Subscriber, You must notify Us to end coverage. If You got this Policy on the Exchange and if You are the Subscriber, You must notify the Exchange to end coverage. Ending the Subscriber’s coverage ends coverage for all the Subscriber’s Dependents under this Contract.

(1) If We are notified You are no longer eligible.

The termination will be 30 days after We give notice to You.

If the Subscriber does not live in Mesa, Garfield, Delta or Montrose Counties, the Subscriber will not be eligible, and this Contract will be terminated 30 days after notice. The Subscriber will remain eligible for coverage and this Contract will not be terminated if the Subscriber moves to Garfield, Delta or Montrose Counties. However, the Subscriber will not be eligible to renew during the next Yearly Open Enrollment Period. If the Subscriber lives in Garfield, Delta or Montrose Counties, the Subscriber and Members must return to Mesa County for Care, except as provided in this Contract.

(2) The Subscriber decides to end the Subscriber’s coverage or the coverage for any Dependent.

The termination date will be:

- the date specified by You, if You provide at least 14 days’ notice to Us;

- 14 days after the termination is requested by You, if You do not provide at least 14 days’ notice to Us;

- the date determined by Us, if We are able to terminate this Contract in less than 14 days and You request an earlier termination effective date;

- if the Subscriber is newly eligible for Medicaid, CHP+, or a basic health plan, if a basic health plan is operating in the service area of the Exchange, the last day of coverage is the day before such new coverage begins; or

- the date of death of the Subscriber or any Member.

(3) If You can show the Exchange You tried to terminate Your coverage or enrollment in a QHP and had a technical error that did not let You terminate Your coverage or enrollment through the Exchange. You must have asked for retroactive termination within 60 days after You found the technical error.
Termination will be no sooner than 14 days after the date that You can show You asked the Exchange to terminate Your coverage or enrollment. This does not apply if We agree to an earlier date.

(4) If You show the Exchange Your enrollment in a QHP through the Exchange was unintentional, inadvertent, or a mistake. It must have been due to the mistake or misconduct of an officer, employee, or agent of the Exchange or HHS, or a non-Exchange entity which gave enrollment help or conducted enrollment activities. You must ask for cancellation within 60 days of finding out You were enrolled.

Termination will be the effective date of this Contract, or a later date if the Exchange decides Your Contract should have a different end date.

(5) If You show the Exchange that You were enrolled in a QHP without Your knowledge or consent by any third party, including third parties who have no connection with the Exchange. You must have asked for cancellation within 60 days of finding out You were enrolled.

Termination will be the effective date of this Contract, or a later date if the Exchange decides Your Contract should have a different end date.

(6) We stop offering or do not Renew all of Our individual Policies delivered or issued for delivery in Colorado. If this happens, We will send notice to all Members and to the insurance commissioner in each state in which an affected Member is known to live. This notice will be sent at least 180 days before the non-Renewal. Notice to the insurance commissioner will be sent at least 3 working days before the notice to the affected Members. If We stop offering Policies of one market type but still offer Policies of other market types, We will still provide Benefits up to the date this Contract would Renew, but not more than 12 months after We send notice.

(7) We stop offering the Policy under which You are enrolled. If this happens, We will act uniformly without regard to the claims experience of the policyholders or any health-status-related factor of any individual, participant, or beneficiary covered by the Policy or new individuals, participants, or beneficiaries who may become eligible for coverage. We will notify the insurance commissioner and certify:

(a) the premiums for other Policies We offer are not excessive, inadequate, or unfairly discriminatory relative to the plan that We are discontinuing; and

(b) the benefit levels We offer in the other Policies comply with the requirements of law applicable to individual and small employer Policies.

We will send notice to the Subscriber and each Member. Such notice will be sent at least 90 days before the date We stop offering the Policy. We will
offer You the choice to buy any other Policy currently being offered by Us in
the same individual market, and specify the applicable special enrollment
periods.

(8) If You got this Policy on the Exchange, and We:

- are decertified as a QHP, or
- chose to non-renew as a QHP,

this Contract will end. We will send notice to each Member. Such notice
will be sent within:

- 3 business days after We determine coverage will end if sent
electronically, and
- 5 business days if sent using paper.

(9) Any other reason allowed by law.

D. Reinstatement of Contract

We will reinstate a Subscriber or Member whose enrollment was ended in error.

E. Requests for Retroactive Termination

We may approve retroactive requests to end this Contract at Our discretion.

F. Effect of Ending Subscriber’s Coverage

If a Subscriber’s coverage ends, coverage for all the Subscriber’s Dependents ends
without further action by Us. No additional notice will be given.

G. Termination for Any Reason

You will not have coverage for Benefits after the date the Contract ends. There is an
exception for continued inpatient Care. (See subsection I below.)

H. Renewability of this Contract

Unless this Contract has ended, We will not discontinue coverage or refuse to Renew
this Contract, except for one of these reasons:

(1) Nonpayment of, or failure to timely pay, Premiums owed to Us.

(2) Fraud on the part of the Subscriber or Member with respect to individual
coverage.

(3) We stop offering or do not Renew all of Our individual Policies delivered or
issued for delivery in Colorado. We will send notice to all Members and to
the insurance commissioner in each state in which an affected Member is
known to live. This notice will be sent at least 180 days before the non-
Renewal. Notice to the insurance commissioner will be sent at least 3 working days before the notice to the affected Members.

If We stop offering Policies of one market type but still offer Policies of other market types, We will still provide Benefits up to the date this Contract would Renew, but not more than 12 months after We send notice.

(4) If coverage is made available only through one or more bona fide associations, Your membership in such an association ends.

(5) Any other reason allowed by law.

I. Continued Inpatient Care

If You are in an inpatient facility on the date this Contract ends, Your coverage will continue until You are discharged. “Discharge” includes a discharge or transfer to a lower level of Care or Your home. This continued coverage does not apply if this Contract ends due to:

- nonpayment of Premium due under this Contract; or
- fraud or abuse.

J. Continuation of Coverage

Members shall have no continuation of coverage or conversion rights except as provided in this Contract or required by law.

13. APPEALS AND COMPLAINTS

We want You to be satisfied with the Care You get and the services We provide. We give You many ways to tell Us about any questions, concerns or complaints (“Complaint Process”). We list each of these options below.

If You need help with the Complaint Process, You may choose a Designated Representative to help You. You must notify Us if You choose a Designated Representative. If a health care provider who knows about Your health condition asks for a Fast Review, We will assume this person is Your Designated Representative.

In this section only, the terms “You,” “Your” and “Member” include a Designated Representative.

A. Informal Procedure

If You have questions or concerns, You may call or write Us. You may hand deliver, mail, or fax Your written questions or concerns to Us. If We cannot resolve Your questions or concerns at that time, You must follow the Complaint Process steps below.
B. Review Time Lines

There are two time lines for review – Standard Review and Fast Review. Standard Review is the review procedures and time lines that We follow if a Fast Review or a Fast External Review do not apply.

(1) Fast Review

You can ask for a Fast Review if the time lines for Standard Review would:

(a) seriously risk Your life or health;

(b) seriously risk Your ability to recover maximum function;

(c) if You have a disability, which creates an imminent and substantial limit on Your existing ability to live on Your own; or

(d) if a Physician who knows about Your condition believes that lack of treatment will subject You to severe pain that You cannot adequately control.

You can also ask for a Fast Review if You got Emergency services and have not been released from the facility. A Fast Review is not available for Our denial of a waiver or an alternate standard for a wellness program.

Our Medical Director will review Your request for a Fast Review. If We decide to use the Standard Review time line, We will notify You within 72 hours after We get Your request. If Your Physician determines You need a Fast Review, We will do a Fast Review.

We will decide a Fast Review within 72 hours after We get the request. If We tell You Our decision by phone, We will also send it to You in writing within 3 calendar days.

(2) Fast External Review

You can ask for a Fast External Review if the standard time line for External Review would:

(a) seriously risk Your life or health;

(b) seriously risk Your ability to recover maximum function; or

(c) if You have a disability, which creates an imminent and substantial limit on Your existing ability to live on Your own.

You can ask for a Fast External Review at the same time that You request a Fast Review.
A Fast Review is not available for Our denial of a waiver or an alternate standard for a wellness program.

C. Review Procedure

The Complaint Process includes:

- an Internal Review, which You can choose to be either a written appeal review or a review meeting; and
- in some cases, an optional External Review.

You may request an External Review without completing Our internal review process if We do not follow law regarding internal or external review. In such case, You may also seek judicial relief under state or federal law. (See subsection 13.E.)

(1) Filing a Complaint

You must follow the Complaint Process below if You:

- do not agree with and want to appeal Our decision to deny all or part of a claim, reduce or terminate services, or to not provide or pay for services, including a denial of a Prior Authorization;
- do not agree with Our decision to deny, reduce, terminate, or fail to provide or make payment, in whole or in part, for Care resulting from any utilization review We apply;
- do not agree with Our decision to not cover an item or service because We decided the item or service was experimental, investigational or not Medically Necessary or appropriate;
- if We do not cover an item or service because we decided the item or service was not provided in the right setting or at the right level of care;
- were harmed when Care was provided and You think We are responsible for the adequacy or competency of the Care You got;
- claim We did not provide services or did not perform duties owed to You;
- do not agree with Our decision to Rescind a Member’s enrollment under this Contract;
- do not agree with Our denial of coverage based on an initial eligibility determination; or
- do not agree with Our denial of Your request for a waiver or alternate standard for a wellness program that offers a reward for meeting a health related standard.

Complaints about the privacy of Your information under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) follow different steps described later in this section. Concerns about the quality of care You get from providers also follow different steps described later in this section.
For complaints about all Care except Children’s Dental Services, You must submit Your complaint to Us in writing by mail, hand delivery, e-mail or fax to:

Address: RMHP
         Attention: Member Appeals
         2775 Crossroads Boulevard
         Grand Junction, Colorado 81506
Fax: 970-244-7828
Email: customer_service@rmhp.org

For complaints about adverse determinations regarding Children’s Dental Services, You must call the number provided on Your United Healthcare Children’s Dental ID card.

“Adverse determinations” means a decision that a requested service is:

- not Medically Necessary, or
- not appropriate, effective, efficient, is not provided in or at the appropriate health care setting or level or care, or
- determined to be experimental or investigational

and is therefore denied, reduced or terminated. An adverse determination also means a denial for a service excluded by this Contract when You are able to present evidence from a medical professional that there is a reasonable medical basis that the Exclusion does not apply.

You may request a Fast Review by phone (970-243-7050 in Mesa County or 800-346-4643 toll-free).

We must get Your complaint within 180 days of the earliest of:

- the date We notify You of Our decision; or
- the denial of Benefits, or failure to provide services or perform duties owed to You; or
- the date on which You knew, or should have known, of the event giving rise to Your claim about the adequacy or competency of Care.

We will not review Your complaint if We do not get it by the deadline above.

(2) **Internal Review**: Your complaint will be reviewed and the decision made by someone who was not involved in the initial decision. This may include an internal review committee. You may review Your appeal file as part of the Internal Review appeal.

If Your complaint is about one of the items listed below, a medical professional or professionals will decide the outcome:

- Medical Necessity of a treatment or service; or
- If a treatment or service is experimental or investigational; or
• if a treatment or service is not provided in the right setting or at the right level of care; or
• There is a reasonable medical basis that an Exclusion does not apply to the treatment or service You requested. If You claim that an Exclusion does not apply, You must give Us evidence from a medical professional. The evidence must support a reasonable medical basis for Your claim.

The decision will be made only after the medical professional consults with someone in the same or similar specialty typically needed to manage Your case.

No reviewer will have a direct financial interest in the appeal or its outcome. A medical professional who was involved in the initial decision shall not evaluate or be consulted regarding the Internal Review. A person who was involved with the initial decision may answer questions.

You choose whether the Internal Review is to be a written appeal, or if a hearing will be held.

(a) Internal Review Hearing: If you choose to have an Internal Review hearing, We will notify You of the date of the hearing at least 20 days before it is scheduled. If You ask that We delay the Internal Review hearing, We will not unreasonably deny Your request.

You and Your attorney, advocates, health care professionals and other witnesses may be at the Internal Review hearing in person or by phone or by using other technology, if it is available and not unduly costly for Us to use.

At the Internal Review hearing, You and Rocky Mountain will have the chance to:

• bring counsel, advocates and health care professionals;
• give testimony and materials to the review committee. (A copy of the materials must be given to each party at least 5 days in advance. If new information arises after the deadline, this material may be presented at the hearing, if feasible); and
• have an audio or visual recording made by Rocky Mountain. (If a recording is made, You may have a copy. If You appeal this decision, a copy will be sent to the External Review group if You or We request it.)

We will provide You, free of charge, any new or additional evidence considered, relied upon, or generated by Us in connection with the claim. Such evidence will be given to You as soon as possible. It will be given enough in advance of the last possible date in the notice we give You that a decision needs to be made so You will have a reasonable chance to respond before that date.
Further, before We issue a final decision based on a new or additional rationale, You will be given, free of charge, such rationale. The rationale will be given to You as soon as possible. It will be given enough in advance of the last possible date in the notice we give You that a decision needs to be made so You will have a reasonable chance to respond before that date.

(b) Written Internal Review: If You choose to have a written Internal Review, Your complaint will be reviewed and the decision made by someone who was not involved in the initial decision. You may review Your appeal file as part of the First Level Review appeal. You will have the chance to give Us written comments, documents, records, and other evidence to consider.

If Your complaint is about one of the items listed below, a medical professional will decide the outcome:

- Medical Necessity of a treatment or service;
- if a treatment or service is experimental or investigational;
- if a treatment or service is not provided in the right setting or at the right level of care; or
- there is a reasonable medical basis that an Exclusion does not apply to the treatment or service You requested. If You claim that an Exclusion does not apply, You must give Us evidence from a medical professional. The evidence must support a reasonable medical basis for Your claim.

The decision will be made only after the medical professional consults with someone in the same or similar specialty typically needed to manage Your case.

We will provide You, free of charge, any new or additional evidence considered, relied upon, or generated by Us in connection with the claim. Such evidence will be given to You as soon as possible. It will be given enough in advance of the last possible date in the notice we give You that a decision needs to be made so You will have a reasonable chance to respond before that date.

Further, before We issue a final decision based on a new or additional rationale, You will be given, free of charge, such rationale. The rationale will be given to You as soon as possible. It will be given enough in advance of the last possible date in the notice we give You that a decision needs to be made so You will have a reasonable chance to respond before that date.

We will notify You of Our decision within 30 days of receiving Your request, unless the Fast Review time line applies. We will give notice of the decision to any providers You designated.
The reviewer will issue a written decision to You from the Internal Review hearing or the written Internal Review. The written decision will be given within 30 days after receiving your request for a Pre-Service Claim. We will notify You of Our decision within 60 days of receiving Your request for a Post-Service Claim. The reviewer will give notice of the decision to any providers You designated.

The Internal Review decision will be final and binding unless:

- We get a timely request for an External Review (if available to You) or arbitration, or
- You seek de novo review by a court of a claim for benefits that We denied in whole or in part.

(3) **External Review:**

You may ask Us in writing to submit the Internal Review decision to an External Review group if Your complaint is about:

- the Medical Necessity of a treatment or service;
- if a treatment or service is experimental or investigational;
- if a treatment or service is not provided in the right setting or at the right level of care; or
- if there is a reasonable medical basis that an Exclusion does not apply to a treatment or service.

You may also request an External Review or a Fast External Review of Our initial decision denying coverage of a recommended or requested service that is experimental or investigational. In such case, your treating Physician must tell Us in writing that the requested service would be less effective if not begun immediately and at least one of the following applies:

- standard health care services or treatments have not improved Your condition or are not medically appropriate for You; or
- there is no available standard health care service or treatment covered by Us that is more beneficial to You than the recommended or requested service, and the Physician is a board-certified or board-eligible Physician qualified to practice in the area of medicine appropriate to treat Your condition.

The Physician must also tell Us that scientifically valid studies support the requested service that is the subject of the denial is likely to be more beneficial to You than any available standard health care services or treatments.

There is no minimum dollar amount for a claim to be eligible for External Review or Fast External Review.
You can also ask Us for External Review if We deny Your request for a waiver or an alternate standard for a wellness plan. This External Review cannot be a Fast External Review.

You can also ask Us for External Review if We fail to follow the review process required by law.

Complaints or appeals that do not involve these types of decisions may not be submitted to External Review.

You must ask in writing that the External Review be either a Standard Review or a Fast External Review, by mail, hand delivery, e-mail or fax to one of the addresses above within four months from the date You get the Internal Review decision or notice of exhaustion of Internal Review decision.

If the deadline falls on a weekend or holiday, You will have until the next business day to request an External Review. We will consider Your receipt to be not less than 3 business days after We postmark the notice. Requests for a Fast External Review must include a certification from a Physician that Your condition meets the criteria for a Fast External Review, as explained above. You can ask for a Fast External Review at the same time You request a Fast Review.

You can include new information with Your request if that information is significantly different from the information in Your appeal file. We will tell You if We change Our decision based on the new information within 1 business day of Our decision by email, phone, or fax. We will also tell You by mail.

If We deny Your request for External Review or Fast External Review, We tell You why and how You can appeal to the Colorado Division of Insurance (DOI). We will also send a copy of the denial to the DOI.

If We do not deny Your request for External Review, We will send it to the DOI within 2 business days after We get it. If We change Our decision before then, We will tell You within 1 business day by email, phone, or fax. We will also tell You by mail. If We change Our decision after We send Your request to the DOI, We will tell You, the DOI and the External Review group within 1 business day of the changed decision by email, phone, or fax. We will also tell You by mail.

If We do not deny Your request for Fast External Review, We will send it to the DOI within 1 business day after We get it.

The External Review or the Fast External Review will be done by a group selected by the DOI and will follow the law. We will tell You the External Review group selected by the DOI within 1 business day after the DOI tells Us. Within 2 business days, You must tell the DOI of any possible conflict of interest with the External Review group. We will give the External Review
group Your appeal file within 5 business days after We are told of the External Review group (immediately if it is a Fast External Review). If You ask Us, We will give You all relevant information supplied to the External Review group that is not confidential or privileged.

If it is not a Fast External Review, You may submit additional information up to 5 business days after You receive notice of the External Review group. The External Review group may, but is not required to, consider additional information that You provide after the 5 day period. If We change Our decision based on the new information, We will tell You, the External Review group and the DOI within 1 business day of Our decision by email, phone, or fax. We will also tell You by mail.

We will pay the cost of the External Review or the Fast External Review.

The External Review group shall give its decision in writing within 45 calendar days after it received the request for External Review. In the case of a Fast External Review, the External Review group shall give its decision as soon as possible, but no later than 72 hours after it received the request for Fast External Review. If notice of the Fast External Review decision is not written, the External Review group shall provide a written confirmation within 48 hours after notice is given to You, the Physician or other health care professional.

If the External Review group decides a retrospective request for Benefits in Your favor, We will approve Your request for Benefits or for a waiver or alternate standard within 5 business days. For a concurrent or prospective request for Benefits, We will approve Your request for Benefits or for a waiver or alternate standard within 1 business day after the External Review group decides in Your favor. We will notify You within 1 business day of Our approval. The decision of the External Review group will be final and binding unless either You or Rocky Mountain appeal the decision by timely submitting the decision to arbitration.

D. Arbitration

(1) You may submit any review decision to arbitration. We may submit an External Review decision to arbitration.

Any request for arbitration must be made within 30 days of the decision. Requests must be made by personal service of a demand for arbitration on the other party, or by giving notice of the demand for arbitration to the other party using certified mail, return receipt requested addressed as required by subsection 11.G.

Any claims that You may assert against Us are subject to arbitration. Arbitration will be governed by the Colorado Uniform Arbitration Act (Act), except as stated in this Contract. Consolidation of arbitration proceedings and/or class action arbitrations are not allowed under this Contract.
(2) The arbitration will be decided by one or more arbitrators.

(a) If We decide that the amount at issue is less than $100,000.00, the arbitration will be held before a neutral person selected by You and Rocky Mountain. If You and Rocky Mountain are unable to agree to a neutral person, the arbitrator will be selected using the rules in the Act.

(b) If We decide that the amount at issue is $100,000.00 or more, the arbitration will be held before 3 arbitrators. One will be selected by Us, one will be selected by You, and the third will be a neutral person selected by the first two arbitrators. If the two arbitrators are unable to agree on a third neutral person, the third person will be selected using the rules in the Act.

(c) The arbitrator or arbitrators will be called the “Panel”.

(3) If We decide that the amount at issue is more than $200,000.00, the parties may take pre-hearing depositions. Such depositions are limited to a maximum of 3 per party, of no more than 6 hours’ time each. If we decide that the amount at issue is less than $200,000.00, no depositions are allowed.

(4) The Panel will hold a scheduling conference which will be attended by the parties.

(5) The Panel will issue an “arbitration case management order: which will be consistent with Colorado Rule of Civil Procedure (CRCP) 26, or as otherwise agreed on by the Panel and the parties. Unless otherwise agreed upon, each party must:

- make the disclosures required by CRCP 26(a)(1) within 10 days after a date is selected for the arbitration hearing; and
- disclose expert testimony as required by CRCP 26(a)(2)(A) and 26(a)(2)(B) at least 10 days before the date of the hearing.

(6) The arbitration will be held in Mesa County, Colorado, or in the county where You reside, if in Colorado. If the parties are unable to agree on the venue, the Panel will decide if the arbitration will be held in Mesa County or in the Colorado county where You reside. If You reside outside of Colorado, the venue for the arbitration will be only in Mesa County, Colorado.

(7) The Panel will follow Colorado law in making an award. The Panel will issue written findings of fact and conclusions of law.

(8) We will pay the Panel’s fees and costs. You must pay for Your costs, including travel, food, lodging and other costs for You. You must also pay for the fees and costs for Your attorney and witnesses, if any, unless Colorado law allows for, and the Panel awards You, attorneys’ fees and costs.
The decision or award of the Panel will be final and binding upon the parties to the same extent as if the matter had been decided by a court, except as provided in subsection 13.E. The party in whose favor any award will be made may file the award with the Clerk of the Mesa County, Colorado District Court or the clerk of the district court in the county in which the arbitration is held, which may enter judgment. If the award requires payment of money, the clerk may issue execution on the judgment.

E. De Novo Review

After You have exhausted Your remedies under this Contract, not including arbitration, You have the right to have a de novo review by any court with jurisdiction of a claim for Benefits that We denied in whole or in part. You also have the right to a trial by a jury for that review. All other kinds of complaints subject to section 13 are not subject to de novo review or trial by jury.

You can file a claim for Benefits in court if We fail to follow the review process required by law unless Our failure:

- is a minimal error;
- does not, and is not likely to, harm or prejudice You;
- was for good cause or was beyond Our control;
- happened while We were exchanging information with You in good faith; and
- is not part of a pattern or practice of violations by Us.

F. Jurisdiction and Venue

No court shall have subject matter jurisdiction of any disagreement or complaint referred to in this section 13. This includes any disagreements, disputes or claims that are or may be the subject of a class action, other than as expressly stated in this section 13. The Complaint Process is the exclusive and mandatory dispute resolution procedure under this Contract. In the event any disagreement or dispute, other than de novo review, is attempted to be resolved in any court, the venue of the matter shall only be in Mesa County, Colorado. This section 13 shall not apply to claims by Us for amounts You may owe to Us.

G. Time is of the Essence

All time periods to take or request action provided or required under this section will be strictly construed and will be of the essence of this Contract.

H. Contact the Insurance Commissioner

You have the right to call or write the DOI about any complaint, dispute or disagreement at any time at:
I. HIPAA Privacy Complaints

If You have a complaint controlled by Our HIPAA Notice of Privacy Practices, or about Our or any of the Network Provider’s privacy practices under HIPAA, You must send the HIPAA complaint in writing by mail, hand delivery or fax to:

RMHP
Attention: Privacy Complaint
2775 Crossroads Boulevard
Grand Junction, Colorado 81506
Fax: 970-244-7880

We will investigate the complaint. We will respond in writing within 30 calendar days after We get Your complaint. You will not be entitled to any further review of this complaint after We respond to You. You may make a complaint to the Office of Civil Rights of the United States Department of Health and Human Services at any time.

J. Quality of Care Concerns

If You tell Us of a concern about the quality of Care You got from a provider, Our Quality Improvement Department may investigate Your concern. The matter may be referred to a medical practice review committee. The records of such committees are confidential under Colorado law.

K. Release of Records

By submitting a complaint, You authorize Us to obtain and review all necessary medical records, similar documents and information related to the complaint. You also authorize Us to release the necessary medical records, similar documents and information to the internal review committee and to the External Review group.

L. Changes to the Complaint Process

We reserve the right to change the Complaint Process at any time by amending this Contract, according to the terms of this Contract.

14. INFORMATION ON POLICY AND RATE CHANGES

A. Amendment

We may change this Contract as allowed by law:

(1) At any time to comply with state or federal law, statutes or regulations;
(2) On the Renewal Date, to change any terms of the Contract, which may include increasing, reducing or eliminating Benefits; or

(3) With 30 days’ notice to change any terms of the Contract which do not increase, reduce or eliminate Benefits, except that a material change will require 60 days’ notice.

Notice of changes will be given to the Subscriber in writing. Any change to this Contract which changes the terms of coverage or Benefits will apply to all Members. This includes Members who got Benefits that are no longer provided.

B. Premium Changes

Premiums are set based on:

- the age and tobacco use of the Subscriber and the Subscriber’s Dependent Spouse;
- the number of Dependents covered; and
- the county in which the Subscriber lives.

We set Premiums once per Calendar Year. We will give You notice at least 60 days prior to the effective date of the change. Other Premium rating factors may be imposed by state or federal law without notice. Premiums are subject to change at times other than once per Calendar Year if You make changes as described below:

- a Subscriber moves to another county with a different Premium rating; or
- a Dependent is added.

15. DEFINITIONS

A. Definitions

The words used in this Contract will have their usual meanings, except for the words defined below that are capitalized in this Contract.

(1) “Adoption” means the earlier of a placement for adoption or the adoption itself.

(2) “Affordable Care Act” or “ACA” means the final, amended version of the comprehensive health care reform law enacted in March 2010, commonly known as the Patient Protection and Affordable Care Act.

(3) “Allowed Charges” means charges for services allowed by Our agreements with Network Providers or an amount determined under a fee schedule used by Us within the State of Colorado. Allowed Charges are not reduced by:

- amounts withheld by Us from payments for Care provided by Network Providers;
any incentive plan, or
by any rebates We may get.

For Prescription Drug Products only, “Allowed Charges” means charges by Network Pharmacies for Benefits allowed by Our agreements with Network Pharmacies. Allowed Charges are not reduced by:

- amounts withheld by Us from payments for Care provided by Network Providers;
- any incentive plan, or
- by rebates received by Us.

For non-Network Pharmacies, Allowed Charges means the amount We would pay for the same or like prescription from a Network Pharmacy in the part of the Service Area where You live.

Please see section 6.F(4) for detail on how Allowed Charges are determined for Non-Network Providers.

(4) “Ancillary Charge” means a charge, in addition to Cost Sharing, that You must pay when a Prescription Drug Product is dispensed at Your or Your provider’s request, when a Chemically Equivalent Prescription Drug Product is available.

For Prescription Drug Products from Network Pharmacies, the Ancillary Charge is the difference between:

- The Allowed Charge or Maximum Allowable Cost (MAC) List price for Network Pharmacies for the Prescription Drug Product, and
- The Allowed Charge or MAC List price of the Chemically Equivalent Prescription Drug Product.

For example, if You choose to fill a Prescription Order for a Brand-name Prescription Drug Product when a Generic is available, You will pay an Ancillary Charge. The Ancillary Charge does not apply to Your Yearly Out-of-Pocket Maximum. You will continue to pay the Ancillary Charge once Your Yearly Out-of-Pocket Maximum is met.

(5) “Applied Behavior Analysis” or “ABA” means the use of behavior analytic methods and research findings to change socially important behaviors.

(6) “Autism Services Provider” means any person who provides direct services to a person with Autism Spectrum Disorder. The person giving services must be licensed, certified, or registered by the state licensing board or by a nationally recognized group, and meet one of the following:

(a) has a doctoral degree with a specialty in psychiatry, medicine, or clinical psychology, is actively licensed by the state board of medical examiners, and has one year of direct experience in behavioral
therapies that are consistent with best practice and research on effectiveness for people with ASD;

(b) has a doctoral degree in one of the behavioral or health sciences and has completed one year of experience in behavioral therapies that are consistent with best practice and research on effectiveness for people with ASD;

(c) has a master’s degree or higher in behavioral sciences and is nationally certified as a “Board Certified Behavior Analyst” or certified by a similar nationally recognized group;

(d) has a master’s degree or higher in one of the behavioral or health sciences, is credentialed as a Related Services Provider and has completed one year of direct supervised experience in behavioral therapies that are consistent with best practice and research on effectiveness for people with ASD. For the purpose of this subparagraph (d), “Related Services Provider” means a physical therapist, occupational therapist, or speech therapist;

(e) has a baccalaureate degree or higher in behavioral sciences and is nationally certified as a “Board Certified Associate Behavior Analyst” by the behavior analyst certification board or certified by a similar nationally recognized group; or

(f) is nationally registered as a “Registered Behavior Technician” by the behavior analyst certification board or by a similar nationally recognized organization and provides direct services to a person with ASD under the supervision of an autism services provider described in (a), (b), (c), (d), or (e).

(7) “Autism Spectrum Disorders” or “ASD” has the same meaning as in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorder at the time of the diagnosis, and includes the following:

- autistic disorder;
- Asperger’s disorder; and
- atypical autism as a diagnosis within pervasive developmental disorder not otherwise specified.

(8) “Behavioral, Mental Health and Substance Use Disorder” means a condition or disorder, regardless of cause, that may be the result of both genetic and environmental factors. The disorder must fall under any of the diagnostic categories listed in the mental disorders section of the most recent version of: (a) The International Statistical Classification of Diseases and Related Health Problems; (b) The Diagnostic and Statistical Manual of Mental Disorders; or (c) The Diagnostic Classification of Mental Health and Developmental Disorders of Infancy and Early Childhood. The term includes Autism Spectrum Disorders.

(9) “Benefits” means Hospital, medical and other services or supplies Members are entitled to under this Contract.
(10) “Brand-name” means a Prescription Drug Product: (1) which is manufactured and marketed under a trademark or name by a specific drug manufacturer; or (2) that We identify as a Brand-name product, based on available data resources. This includes data sources such as Medi-Span, that classify drugs as either brand or generic based on a number of factors. Not all products identified as a “brand name” by the manufacturer, pharmacy, or Your Physician will be classified as Brand-name by Us.

(11) “Calendar Year” means the dates from January 1 to December 31 of any year.

(12) “Care” means the same as the term “Benefits.”

(13) “Chemically Equivalent” means when Prescription Drug Products contain the same active ingredient.

(14) “Children’s Basic Health Plan” or “CHP+” means the health insurance plan designed by the Colorado Department of Health Care Policy and Financing.

(15) “Children’s Dental Services” means the following, each of which is covered per Calendar Year, unless otherwise noted below:

- 2 oral exams and evaluations;
- 2 fluoride applications;
- 1 set of x-rays (intra-oral or bitewing);
- 1 set of x-rays (panoramic or full mouth) – once every 5 years;
- 2 routine cleanings;
- 1 space maintainer;
- sealants; and
- palliative care.

Any two of the services from the following list are also covered per Calendar Year as part of Children’s Dental Services:

- amalgam, resin, composite or sedative fillings;
- extractions;
- root canal therapy; and
- surgical periodontal services.

Any one of the services from the following list are also covered per Calendar Year as part of Children’s Dental Services:

- crowns; and
- pin retention.

(16) “Civil Union” means a relationship between two eligible persons pursuant to the laws of the State of Colorado that entitles them to receive the benefits and protections and be subject to the responsibilities of spouses.
(17) “Clean Claim” means a claim for payment for Benefits that is submitted to Us on the uniform claim form with all required fields completed with correct and complete information, including required documents. Clean Claim does not include a claim for payment of expenses incurred when Premiums are delinquent, except as required by law.

(18) “Clinical Trial” means an experiment in which a drug or device is administered to, given to or used by one or more people. An experiment may include the use of a combination of drugs as well as the use of a drug with an alternative therapy or dietary supplement.

(19) “Coinsurance” means the percentage of Allowed Charges a Member must pay for Care as shown on the Coverage Schedule.

(20) “Complaint Process” means the process to resolve Your questions, concerns or complaints under this Contract.

(21) “Complications of Pregnancy” means:

- Conditions (when the pregnancy is not terminated) whose diagnoses are separate from pregnancy but are negatively affected or caused by pregnancy, including:
  - acute nephritis;
  - nephrosis;
  - cardiac decompensation;
  - missed abortion; and
  - similar medical and surgical conditions of comparable severity.

  Conditions not within the definition of Complications of Pregnancy 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 rising to the level of a classifiable, distinct complication of pregnancy.

- Non-elective c-section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs at a point during the pregnancy in which a viable birth is not possible.

(22) “Concurrent Care Claim” means any decision in which We, after having previously approved an ongoing course of Care provided over a period of time or a specific number of treatments, either:
• now seek to reduce or terminate the course of treatment (other than by plan amendment or termination) or to reduce the specific number of treatments, or
• You request an extension of such course of Care, or to increase the specific number of treatments, subsequent to the initial approval of the original course of Care, or specific number of treatments.

(23) “Contract” means this document and the following, if included with this Contract:

• amendments;
• Coverage Schedule;
• the enrollment application form;
• the Member ID Card; and
• attachments, if any.

(24) “Copay” means the amount or percentage of Allowed Charges to be paid by the Subscriber for Members for a Benefit, as described in the Coverage Schedule.

(25) “Cost Sharing” means Copays, Coinsurance and Deductibles.

(26) “Coverage Schedule” means the document that lists the Cost Sharing, Limitations, Maximum Benefit Levels and Yearly Out-of-Pocket Maximums for a Policy offered by Us.

(27) “Covered Benefits” means the list of Benefits in subsection 7.B of this Contract.

(28) “Creditable Coverage” or “CC” means benefits or coverage provided under:

• Medicare, Medicaid or CHP+;
• an employee welfare benefit plan or group health insurance or health benefit plan;
• an individual health benefit plan;
• a state health benefits risk pool (including CoverColorado); or
• Chapter 55 of Title 10, United States Code,
• a medical care program of the federal Indian Health Service or of a tribal group,
• a health plan offered under Chapter 89 of Title 5, United States Code,
• a public health plan, or
• a health benefit plan under section 5(e) of the federal “Peace Corps Act” (22 U.S.C. § 2504(e)).

(29) “Custodial Care” means services to help a person with daily living activities. This includes help with:

• walking;
• getting in and out of bed;
• bathing;
• dressing;
• feeding;
• using the toilet;
• preparing special diets; and
• taking medicine.

Custodial Care is personal care that does not require trained health care personnel. We will look at the level of services and help needed and provided to decide if it is Custodial Care. We do not consider the diagnosis, medical condition, a person’s physical limits or whether a person may overcome physical limits with therapy when making the decision. Custodial Care services may be provided in a facility or at home.

(30) “Deductible” means the amount paid by a Member for most Allowed Charges before the Member is entitled to Benefits, as described in the Coverage Schedule.

(31) “Dependent” means a Dependent Spouse or Dependent Child. A DB or a Domestic Partner may also be a Dependent if he or she meets the General Eligibility Rules.

(32) “Dependent Child” means anyone who is:

(a) a natural born or adopted child of the Subscriber, Dependent Spouse, Domestic Partner or DB. The child is deemed “adopted” when the state or an adoption agency places the child for adoption with Subscriber, Dependent Spouse, Domestic Partner or DB. The Subscriber, Dependent Spouse, Domestic Partner or DB assumes a legal duty to support the child in hope of the child’s adoption. A placement ends at the time the legal duty ends;
(b) under the legal guardianship of the Subscriber and in a parent-child relationship with the Subscriber; or
(c) placed in foster care with the Subscriber, Dependent Spouse, Domestic Partner or DB. “Placed in foster care” means placement in foster care by an authorized agency or court with jurisdiction.

For purposes of this definition, the child of a Domestic Partner or DB will only be included if the Domestic Partner or DB is a Dependent.

(33) “Dependent Spouse” means a person who is the:

(a) spouse of the Subscriber in a marriage recognized by the State of Colorado; or
(b) Partner in a Civil Union with the Subscriber.

The person cannot be legally separated or divorced from the Subscriber. A Dependent Spouse must meet all of the General Eligibility Rules.
“Designated Beneficiary” or “DB” means a person who has entered into a DBA. A DB is not a Domestic Partner or a Partner in a Civil Union.

“Designated Beneficiary Agreement” or “DBA” means an agreement that is entered into pursuant to Colorado law by the Subscriber and another person for the purpose of:

(a) designating each person as the beneficiary of the other person; and
(b) ensuring that each person has certain rights and financial protections based upon the designation.

“Designated Representative” means a person, including a health care professional who is treating You and is chosen by You in writing to represent You in a dispute under this Contract. It also includes other persons who can act for You or give consent on Your behalf under the law. If a dispute is under a Fast Review timeline, a health care professional who knows about Your health condition will be assumed to act as Your Designated Representative.

“Disposable Medical Supplies” means medical supplies (such as syringes, wound Care supplies, and catheters) needed to treat an Injury or Sickness.

“Double Coverage” means You can get Benefits under this Contract and also have coverage under another Policy for the same services.

“Durable Medical Equipment” or “DME” means equipment that can withstand repeated use and is needed for medical reasons because of Injury or Sickness, or because You are disabled. DME includes wheelchairs, Hospital beds and traction equipment.

“Early Intervention Services” means those services available under Part C of the federal “Individuals with Disabilities Education Act” (20 U.S.C. § 1400, et seq.)

“Effective Date” means the date the Benefits begin under this Contract.

“Emergency” means an event that a prudent layperson would believe threatens his or her life or limb in a way that immediate health care services are needed to prevent death or serious impairment of health.

“Emergency Care” is Care due to an Emergency.

“Emergency Contraception” means an FDA-approved drug that prevents pregnancy after sexual intercourse. Emergency Contraception does not include abortifacient drugs.

“Episode” means a specific event that caused the need for speech, physical or occupational therapy. You may have and be covered for more than one Episode for the same health condition when a new event or accident causes a change in therapy or a new course of treatment.
(46) “Essential Health Benefits” means the services required to be Benefits per the ACA.

(47) “Evidence of Coverage” or “EOC” means the same as “Contract.”

(48) “Exchange” means the Colorado Health Benefit Exchange, also known as Connect for Health Colorado.

(49) “Exclusion” means care that is not covered under this Contract.

(50) “External Review” means review of an Internal Review decision by an independent group. (See section 13.)

(51) “Fast External Review” means an External Review which is done within 72 hours of Our receiving Your completed request. (See section 13.)

(52) “Fast Review” means an Internal Review which is done within 72 hours of Our receiving Your completed request. (See section 13.)

(53) “Fraud” means a statement, act or omission that amounts to fraud or intentional misrepresentation of material fact.

(54) “Gender Dysphoria” means a disorder characterized by the specific diagnostic criteria classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association.

(38) “Generic” means a Prescription Drug Product that: (1) is Chemically Equivalent to a Brand-name drug; or (2) We identify as a Generic product based on available data resources. This includes, data sources such as Medi-Span, that classify drugs as either brand or generic based on a number of factors. Not all products identified as a “generic” by the manufacturer, pharmacy or Your Physician will be classified as a Generic by Us.

(39) “Grace Period” means:

- if the Subscriber is accepting a federal Advance Premium Tax Credit subsidy, a 3 month period of time during which Premiums are owed and this Policy remains in force; or
- if the Subscriber is not eligible for or accepting a federal Advance Premium Tax Credit subsidy, a 31 day period of time during which Premiums are owed and this Policy remains in force.

(40) “Habilitative Care” means Care that helps You retain, learn or improve skills and functioning for daily living. It is offered in parity with, and in addition to, any rehabilitative Care under this Contract.

(41) “Health Plan Guide” means a document We provide that assists You in the use of this Contract.
(42) “High Deductible Health Plan” or “HDHP” means the same as the term high deductible health plan as defined by the IRC, section 223.

(43) “Home Health Agency” means an agency which:

- has been certified by the Colorado Department of Public Health and Environment as meeting the provisions of Title XVIII of the Federal “Social Security Act,” as amended, for home health agencies; and
- arranges and provides nursing services, home health aide services and other therapeutic and related services.

(44) “Home Health Care Plan” means a program of home care that:

(a) is needed as the result of a Sickness or Injury; and
(b) is certified by the Your Physician as a replacement for Hospital confinement that would otherwise be needed.

(45) “Home Health Services” means skilled nursing services and related Care provided in Your home under Your Physician’s order.

(46) “Hospice” means a provider that is primarily engaged in providing pain relief, symptom management and supportive services to terminally ill people.

(47) “Hospice Care Program” means a program that:

- is managed by a Network Hospice; and
- set up by a Network Hospice, Hospice Care Team, and a Network Physician to meet the special physical, psychological, and spiritual needs of dying Members and their Immediate Family.

(48) “Hospice Care Team” means:

- a Network Physician;
- a patient Care coordinator (Network Physician or nurse who serves as go between for the Hospice Care Program and the Network Physician);
- a nurse;
- a mental health specialist;
- a social worker;
- a chaplain; and
- lay volunteers.

(49) “Hospital” means an inpatient acute care facility (not including any nursing or rest home, intermediate care facility, rehab facility or Skilled Nursing Facility) licensed or certified as a hospital which:

(a) is primarily engaged in providing facilities for surgery and medical diagnosis and treatment of injured or ill persons under the supervision of Physicians;
(b) is accredited by the Joint Commission on Accreditation of Healthcare Organizations or certified by Medicare; and
(c) is recognized as a hospital by the American Hospital Association or the American Osteopathic Association.

A facility providing residential treatment services, whether as a stand-alone facility or as a part of a larger facility, shall not be considered a Hospital.

(50) “HRSA” means the Health Resources and Services Administration.

(51) “Immediate Family” means Your mother, father, sister, brother, spouse, Partner in a Civil Union, Domestic Partner, DB and child.

(52) “Indian” means any person who is a member of an Indian Tribe (includes Alaskan Natives).

(53) “Indian Health Program” means:

- any health program administered directly by the Indian Health Service, including referrals for the contract health services program;
- any tribal health program; and;
- any Indian Tribe or tribal organization to which the Secretary of Health and Human Services provides funding pursuant to 25 USC 47 (commonly known as the ‘Buy Indian Act’).

(54) “Indian Tribe” means any Indian tribe, band, nation, pueblo or other organized group or community, including any Alaska Native village or group or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(55) “Inherited Enzymatic Disorder” means a disorder caused by single gene defects involved in the metabolism of amino, organic and fatty acids, as well as severe protein allergic conditions, including treatment for the following diagnosed conditions:

- phenylketonuria (PKU);
- maternal PKU;
- maple syrup urine disease;
- tyrosinemia;
- homocystinuria;
- histidinemia;
- urea cycle disorders;
- hyperlysinemia;
- glutaric acidemias;
- methylmalonic acidemia;
- propionic acidemia;
immunoglobulin E and nonimmunoglobulin E-mediated allergies to multiple food proteins;
severe food protein induced enterocolitis syndrome;
eosinophilic disorders as evidenced by the results of a biopsy; and
impaired absorption of nutrients caused by disorders affecting the absorptive surface, function, length, and motility of the gastrointestinal tract.

(56) “Injury” means accidental bodily harm.

(57) “Intensive Outpatient Care” means a structured outpatient mental health or substance-related and addictive disorders treatment program. The program may be freestanding or Hospital or Residential Treatment Facility based. It will provide services for at least three hours per day, two or more days per week.

(58) “Internal Review” means either a Standard Review or a Fast Review of Our initial decision. (See section 13.)

(59) “Intractable Pain” means pain for which the cause of pain cannot be removed, and:

• which in the generally accepted course of medical practice no relief or cure for the cause of the pain is possible; or
• no relief or cure of the cause of the pain has been found after reasonable efforts, including evaluation by the attending Physician and one or more Physicians specializing in the treatment of the area, system or organ of the body thought to be the source of the pain.

(60) “Limitation” means a restriction on a Benefit.

(61) “Mail Order Pharmacy” means a pharmacy We designate to provide up to a 90-day supply of Prescription Drug Products to You through mail order service.

(62) “Maximum Allowable Cost (MAC) List” means a list of Generic Prescription Drug Products that will be covered at a price level that We establish. This list is subject to Our review and change from time to time.

(63) “Maximum Benefit Level” means limits on the amount of coverage We will provide for a Benefit.

(64) “Medicaid” means the state-administered health insurance program for people with limited income.

(65) “Medical Director” means the person employed or contracted by Us as a Medical Director or persons designated to act for him or her.
“Medical Foods” means prescription metabolic formulas and their modular counterparts and amino acid-based elemental formulas, which:

- You get through a pharmacy;
- are specifically designated and manufactured for the treatment of Inherited Enzymatic Disorders and for severe allergic conditions;
- are diagnosed by a board-certified allergist or board-certified gastroenterologist; and
- have medically standard methods of diagnosis, treatment and monitoring.

These formulas are specifically processed or formulated to be deficient in one or more nutrients. The formulas for severe food allergies contain only singular form elemental amino acids. These formulas are to be taken or administered enterally either via tube or oral route under the direction of a Physician.

“Medically Necessary” means a determination by Us that a prudent provider would provide a certain covered health care service to a patient for the purpose of preventing, diagnosing, or treating an illness, injury, disease, or symptom in a way that is:

- per generally accepted standards of medical practice and approved by the FDA or other required agency;
- clinically appropriate in terms of type, frequency, extent, service site, and level and duration of service;
- known to be effective in improving health, as proven by scientific evidence;
- the most appropriate supply, setting, or level of service that can be safely provided given the patient’s condition and that cannot be omitted;
- not experimental or investigational;
- not more costly than an alternative drug, service, service site, or supply that is not contraindicated for the patient’s condition or safety and is at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of an illness, injury, disease, or symptom; and
- not primarily for the economic benefit of Us and purchasers or for the convenience of the patient, treating provider, or other provider.

“Medicare” means the federal health insurance program for people age 65 or older, certain disabled people, and people with end stage renal disease.

“Member” means a person whose request to enroll has been accepted, and who is entitled to Benefits under this Contract.

“Member ID Card” means the card issued by Us which gives basic information about eligibility and Benefits and identifies You as a Member.

“Myofunctional Therapy” means muscle or other training to correct or control bad or harmful habits.
“National Network” means the program available under some of Our Policies which provides access to a network of providers outside the State of Colorado. You can call RMHP customer service to find out if, and to what extent, You have access to the National Network.

“Network Home Health Agency” means a Home Health Agency that is a Network Provider.

“Network Hospice” means a Hospice that is a Network Provider.

“Network Hospital” means a Hospital that is a Network Provider.

“Network Pharmacy” means:
- a Retail Pharmacy,
- a Specialty Pharmacy, or
- a Mail Order Pharmacy

which is contracted to provide Prescription Drug Products to You.

“Network Physician” means a Physician who is a Network Provider.

“Network Provider” means any physician, dentist, optometrist, anesthesiologist, hospital, x-ray, laboratory and ambulance service, or other person who:
- is licensed or authorized in Colorado to provide health care services;
- has a written agreement with Us or a contractor or subcontractor;
- agrees to provide Care to Members as described in the written agreement; and
- has been approved by Us to provide Care under this Contract.

“Network SNF” means a SNF that is a Network Provider.

“Network Specialist” means any Network Physician who is selected by Us to provide specialty Care for Members according to the Primary Care Procedures.

“Neuromusculoskeletal Disorders” means:
- misalignments of the skeletal structure and muscular weakness;
- osteopathic imbalances; and
- disorders related to the spinal cord, neck and joints.

“New Prescription Drug Product” means a Prescription Drug Product or new dosage form of a previously approved Prescription Drug Product. It applies to the period of time starting on the date the Prescription Drug Product or new dosage form is approved by the FDA and ends on the earlier of:
the date We place it on a tier; or
- December 31st of the following calendar year.

(83) “Non-Network Provider” means any physician, dentist, optometrist, anesthesiologist, hospital, x-ray, laboratory and ambulance service, or other person who:
- is licensed or authorized to provide health care services; and
- does not have a written agreement with Us or a contractor or subcontractor to provide Care under this Contract.

(84) “Our” means Rocky Mountain Health Maintenance Organization, Inc.

(85) “Partner in a Civil Union” means a person who has established a Civil Union under laws of the State of Colorado. A Partner in a Civil Union is not a Domestic Partner or a Designated Beneficiary.

(86) “Physician” means a person who:
- holds a degree of Doctor of Medicine or Doctor of Osteopathy;
- is licensed to practice medicine; and
- provides services as a PCP or specialist.

(87) “Policy” means any arrangement, including health care insurance, for the payment or reimbursement of health care services to You, whether offered by an employer, group or organization, or arranged directly by You. A Policy may include coverage arranged, required or provided under state or federal law.

(88) “Post-Service Claim” means any claim other than a Concurrent Claim or Pre-Service Claim, including a claim for reimbursement for unreimbursed health care expenses and that involves payment or reimbursement for a benefit that has already been provided.

(89) “Premium” means all monies paid, including any fees or other contributions, by a Subscriber as a condition of Our agreement to provide Benefits during the calendar month or such other timeframe designated by Us for which the Premium has been paid under this Contract.

(90) “Prescription Drug Product” means a medication or product that has been approved by the FDA and that:
- (1) can, under federal or state law, be dispensed only according to a Prescription Order or Refill; or
- (2) is administered in connection with a Benefit.

(91) “Prescription Order” or “Refill” means the directive to dispense a Prescription Drug Product issued by a duly licensed health care provider whose scope of practice allows giving such a directive.
“Pre-Service Claim” means any claim for a benefit that must be approved in advance of receiving Care (for example, requests to pre-certify a hospital stay or for pre-approval under a utilization review program).

“Primary Care Physician” or “PCP” means any Network Physician who is designated by Us or by the Member, subject to Our policies and procedures.

“Primary Care Procedures” means the rules a Member must follow when obtaining Care under this Contract.

“Primary Policy/Secondary Policy”, for purposes of section 7 only, refers to the order of benefit determination rules which determine whether this Contract is a “Primary Plan” or “Secondary Plan” when compared to another Plan covering the person.

When this Contract is the Primary Plan, its benefits are determined before those of any other Plan and without considering any other Plan’s benefits.

When this Contract is the Secondary Plan, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan’s benefits.

“Prior Authorization” or “Prior Authorized” means the process by which We determine if otherwise covered Care is Medically Necessary and appropriate prior to the rendering of the Care. Prior Authorization includes preadmission review, pretreatment review, utilization review, and case management. It also includes Our requirement that a Member or provider notify Us prior to receiving or providing a health care service.

“Private Duty Nursing” means individual and continuous full shift nursing services, including those given to people who:

- are dependent at least part of each day on a mechanical ventilator;
- require prolonged intravenous nutritional substances or drugs; or
- depend daily on other respiratory or nutritional support, including tracheostomy tube Care, suctioning, oxygen support or tube feeding.

“Provider Directory” means a list of Network Providers We contract with to provide Care to You under Your Contract.

“Qualified Health Plan” or “QHP” means a health plan that is certified by and offered through the Exchange.

“Renew” means:

- if You got this Policy on the Exchange: the current Contract will end and a new Contract with the same terms You have now as amended by Us under subsection 14.A begins, if You select this Policy for another year on the Exchange; or
if You did not get this Policy on the Exchange: the current Contract will end and a new Contract with the same terms You have now as amended by Us under subsection 14.A, begins without the parties needing to sign or re-issue Contract documents.

(101) “Renewal Date” means January 1 of each Calendar Year.

(102) “Rescind” or “Rescission” means a cancellation or termination of coverage that has retroactive effect.

(103) “Residential Treatment Facility” means a facility that provides 24 hour, 7 day a week facility-based programs. Such programs must provide individualized treatment with a high degree of supervision and structure to persons who have severe and persistent mental disorders. Other services that a Residential Treatment Facility may provide, such as education and recreation, are not Benefits. Residential Treatment Facility services are not a substitute for long term or custodial care and are not appropriate for persons who can be effectively treated as an outpatient. The services must be designed to treat the patient with an appropriate level of care. Residential Treatment Facilities serve persons who have the potential to respond to active treatment, and need a protected and structured environment. Realistic discharge goals must be set at admission. A Residential Treatment Facility must be licensed by all applicable federal, state and local agencies, and have a certificate to participate in Medicare.

(104) “Respite Care” means services provided in Your home or in a licensed health care facility to give temporary relief to Your family or other providers.

(105) “Retail Pharmacy” means a pharmacy We designate to provide up to a 90-day supply of Prescription Drug Products to You.

(106) “RMHP Formulary” means the version of the Advantage Four-Tier Prescription Drug List that has those Prescription Drug Products approved by Us as Benefits. The RMHP Formulary can be found by using the online look up tool at www.rmhp.org, or by calling RMHP customer service.

(107) “RMHP Preferred Model” means the specific breast pump designated by RMHP as Our preferred model.

(108) “Rocky Mountain” means Rocky Mountain Health Maintenance Organization, Inc.

(109) “Same-Sex Domestic Partner” or “Domestic Partner” means a same-sex partner who resides with the Subscriber and who is eligible to be covered as a Dependent under the GSA. A Domestic Partner is not a Partner in a Civil Union or a Designated Beneficiary.
(110) “Service Area” means the area designated by Us in the Provider Directory for Your Contract and approved by the Colorado Division of Insurance, where We do business and conduct operations.

(111) “Sickness” means illness, disease, congenital defects or birth abnormalities of a Member.

(112) “Skilled Nursing Facility” or “SNF” means a facility or a part of a facility that provides skilled nursing services needed after or instead of a Hospital stay and which:

- is certified or licensed as a skilled nursing facility by the appropriate governmental authority; and
- meets all requirements of the Medicare Program for skilled nursing facilities.

A Skilled Nursing Facility only includes those beds in a facility that are certified by Medicare as skilled nursing facility beds.

(113) “Sound and Natural Teeth” means Your own healthy teeth (not artificial or imitation), free from defect or damage. A tooth is considered sound and natural if:

- the tooth does not have more than one surface restoration, does not have a crown or a root canal, and does not have decay on one more than one surface;
- the tooth is not a denture, an implant or part of a partial plate;
- the tooth does not have periodontal disease or other conditions; and
- the tooth does not need treatment for any reason other than the accidental Injury.

(114) “Specialty Pharmacy” means a pharmacy We designate as a specialty pharmacy to provide Prescription Drug Products to You.

(115) “Specialty Prescription Drug Product” means a Prescription Drug Product We designate as a Specialty Prescription Drug Product. It is most often a high cost, biotechnology drug used to treat patients with certain illnesses. You may access a complete list of Specialty Prescription Drug Products by contacting RMHP customer service. Specialty Prescription Drug Products are limited to a 31-day supply. However, certain Specialty Prescription Drug Products may only be available in forms that are given in intervals longer than every 31 days. In this case, Your Copay will depend upon the days’ supply You receive.

(116) “Standard Review” means a review by Us of Your complaint of Our initial decision. (See section 13.)

(117) “Step Therapy” means a set of rules that requires You to use a Prescription Drug Product or series of drugs, other than the Prescription Drug Product that
Your provider prescribed for Your treatment, before We cover the prescribed Prescription Drug Product.

(118) “Subscriber” means:

- the person who signs and submits the accepted enrollment application and other requested information; or
- such other person who may be designated as the Subscriber by Us; or
- the parent or guardian who signed the enrollment application on behalf of a Member if the person or persons enrolled under this Contract is less than 18 years of age. In this circumstance, the parent or guardian shall have all the duties and obligations of a Subscriber under this Contract. The parent or guardian will not be a Member and is not entitled to Benefits under this Contract.

(119) “Telehealth” means a mode of delivery of Care through telecommunications systems. Such systems include information, electronic and communication technologies. Telehealth allows for the assessment, diagnosis, consultation, treatment, education, care management, or self-management of a Member’s Care while the Member is located at an originating site and the Network Provider is located at a distant site. Telehealth includes real time interactions between a Member at an originating site and a Network Provider at a distant site. Telehealth does not include the delivery of Care by phone, fax machine, or email.

(120) “Temporarily Absent” means the Member has left the Service Area but intends to return within a reasonable period of time.

(121) “Therapeutically Equivalent” means when Prescription Drug Products have essentially the same efficacy and adverse effect profile.

(122) “Tier 1,” “Tier 2,” “Tier 3,” or “Tier 4” means a Prescription Drug Product which is designated as a particular tier by Us, is most often obtained from a Network Pharmacy, and is covered per the Cost Sharing on Your Coverage Schedule.

(123) “Tier 6 or higher” means a Prescription Drug Product which is designated as a particular tier by Us, is obtained from either a Network Pharmacy or another Network or Non-Network Provider, and is covered per the Cost Sharing on Your Coverage Schedule.

(124) “TMJ” means temporomandibular joint disorder.

(125) “Tribal Health Program” means an Indian Tribe that operates any health program, service, function, activity, or facility funded, in whole or part, by the Indian Health Service through, or provided for in, a contract or compact with the Indian Health Service under the Indian Self-Determination and Education Assistance Act.
“Urgent Care” means Care needed to avoid a serious deterioration of health.

“Urgent Care Claim” means any claim for medical care or treatment that has to be decided more quickly:

- because the normal timeframes for decision-making could seriously jeopardize Your life or health, or Your ability to regain maximum function, or if You have a physical or mental disability, create a limit on Your ability live independently; or
- in the opinion of a physician with knowledge of Your condition, subject you to severe pain that cannot be adequately managed without the care or treatment addressed in the claim.

An Urgent Care Claim also includes any claim that a physician with knowledge of Your medical condition determines is a claim involving urgent care.

“Us” means Rocky Mountain Health Maintenance Organization, Inc.

“We” means Rocky Mountain Health Maintenance Organization, Inc.

“Well Child Visit” means an age appropriate visit that includes any examination or preventive service called for in guidelines supported by the HRSA or recommended by the American Academy of Pediatrics.

“Yearly Open Enrollment Period” means November 1 through January 15.

“Yearly Out-of-Pocket Maximum” means the total amount paid, including amounts paid by Cost Sharing, by the Member for Benefits provided during a Calendar Year for a Member or for a Subscriber and Dependent(s), as provided in the Coverage Schedule.

“You” or “Your” means “Member”.