



Health Plan

**ACCESS NETWORK**

# A Guide to Your Benefits

University of Colorado Health and Welfare Plan

Funded by the University of Colorado Health and Welfare Trust

## Welcome

Welcome to CU Health Plan–Access Network, provided by the University of Colorado Health and Welfare Plan (“Plan”), where it’s our mission to mitigate the rising costs of healthcare, tailor health plans to specific needs of employees, retirees and their dependents based on data and evidence-based approaches, and emphasize a commitment to wellness. You have enrolled in a quality self-funded health benefit Plan that, pursuant to the terms of this Benefits Booklet, pays for many of your health care expenses, including most expenses for physician and outpatient care, emergency care and hospital inpatient care.

HMO Colorado provides administrative claims payment services only, including but not limited to provider network contracting, customer service, pharmacy benefits management, and care management. Throughout this Benefits Booklet “Our”, “We” and “Us” refer to HMO Colorado or CU Health Plan – Access Network.

**Important: This is not an insured benefit plan.** *The benefits described in this Benefits Booklet or any rider or amendments hereto are funded by the employers and subscribers. The benefits are paid from the University of Colorado Health and Welfare Trust. HMO Colorado provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.*

This Benefits Booklet is a guide to your Plan. Please review this document, as well as any enclosures, to become familiar with benefits, including their limitations and exclusions. Then keep this Benefits Booklet in a convenient place for quick reference. By learning how coverage works, you can help make the best use of your health care coverage.

For questions about coverage or how benefits are administered, please visit the CU Health Plan website or call HMO Colorado’s member services department. The website address and toll-free member services department number are located on your Health Benefit ID Card.

Thank you for selecting CU Health Plan. We wish you good health.



Tony DeCrosta  
Chief Plan Administrator  
University of Colorado Health and Welfare Plan



Mike Ramseier  
President and General Manager  
HMO Colorado

Acceptance of coverage under this Benefits Booklet constitutes acceptance of its terms, conditions, limitations and exclusions. You are bound by the terms of this Benefits Booklet.

Health benefit coverage is defined in the following documents:

- This Benefits Booklet, the *Summary of Benefits and Coverage* and any amendments or endorsements thereto
- The Benefits Enrollment/Change Form or online application available from your employer; and any other application required by the employer for the Subscriber and the Subscriber's Dependents
- Your Health Benefit ID Card

In addition, your employer has the following important documents that are part of the terms of your health benefit coverage:

- The University of Colorado Health and Welfare Trust ("Trust") Plan Documents
- The Administrative Services Agreement among Us, the Trust Committee, on behalf of the Trust, and The Regents of the University of Colorado, a body corporate and a state institution of higher education of the State of Colorado ("Plan Sponsor")
- The Plan Document and Summary Plan Description for the University of Colorado Health and Welfare Plan

We, or someone acting on our behalf, will generally determine how benefits will be administered and who is eligible for participation in a manner consistent with the terms of this Benefits Booklet. If any question arises about the interpretation of any provision of this Benefits Booklet, Our determination will be final and conclusive and may include, without limitation, determination of whether the services, care, treatment, or supplies are Medically Necessary, Experimental/Investigational, or cosmetic. However, you may utilize all applicable Complaint, Grievance and Appeal procedures available under this Benefits Booklet.

This Benefits Booklet is neither an insurance policy nor a Medicare Supplement insurance policy. If you are eligible for Medicare, please review the Medicare Supplement Buyer's Guide available from Anthem Blue Cross and Blue Shield. Contact our member services department for information on how to obtain this guide. Please contact your employer to discuss coverage options that are available through your employer.

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HMO Colorado is an independent licensee of the Blue Cross Association (BCA).

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## YOUR RIGHTS AND RESPONSIBILITIES

As a Member of CU Health Plan-Access Network administered by HMO Colorado you have certain rights and responsibilities to help make sure that you get the most from your plan and access to the best care possible. That includes certain things about your care, how your personal information is shared and how you work with us and your Doctors. It's kind of like a "Bill of Rights." And it helps you know what you can expect from your overall health care experience and become a smarter health care consumer.

### **These are your rights and responsibilities:**

#### **You have the right to:**

- Speak freely and privately with your Doctors and other health Providers about all health care options and treatment needed for your condition. This is no matter what the cost or whether it's covered under your plan.
- Work with your Doctors in making choices about your health care.
- Be treated with respect and dignity.
- Expect Us to keep your personal health information private, as long as it follows state and Federal laws and Our privacy policies.
- Get the information you need to help make sure you get the most from your health plan, and share your feedback. This includes information on:
  - Our company and services.
  - Our network of Doctors and other health care Providers.
  - your rights and responsibilities.
  - the rules of your health care plan.
  - the way your health plan works.
- Make a complaint or file an appeal about:
  - Your plan.
  - any care you get.
  - any Covered Service or benefit ruling that your plan makes.
- Say no to any care, for any condition, sickness or disease, without it affecting any care you may get in the future. This includes the right to have your Doctor tell you how that may affect your health now and in the future.
- Get all of the most up-to-date information from a Doctor or other health care Provider about the cause of your illness, your treatment and what may result from it. If you don't understand certain information, you can choose a person to be with you to help you understand.

#### **You have the responsibility to:**

- Read and understand to the best of your ability all information about your health benefits or ask for help if you need it.
- Follow all plan rules and policies.
- Choose an In-Network Primary Care Provider (Doctor or other provider recognized by Us as a Primary Care Provider), also called a PCP.
- Treat all Doctors, health care Providers and staff with courtesy and respect.
- Keep all scheduled appointments with your health care Providers. Call their office if you may be late or need to cancel.
- Understand your health problems as well as you can and work with your Doctors or other health care Providers to make a treatment plan that you all agree on.
- Follow the care plan that you have agreed on with your Doctors or health care Providers.

- Give Us, your Doctors and other health care Providers the information needed to help you get the best possible care and all the benefits you are entitled to. This may include information about other health and insurance benefits you have in addition to your coverage with Us.
- Let your employer and Our member services department, know if you have any changes to your name, address or family members covered under your plan.

We are committed to providing quality benefits administration and customer service to Our Members. Benefits and coverage for services provided under the benefit program are governed by the Booklet and not by this Member Rights and Responsibilities statement.

If you need more information or would like to contact Us, please go to [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) and select Customer Support under important links, or call the member services number on your Health Benefit ID Card.

### **How to Obtain Language Assistance**

We are committed to communicating with Our members about their health plan, regardless of their language. We employ a Language Line interpretation service for use by all of Our Customer Service Call Centers. Simply call the member services phone number on the back of your Health Benefit ID card and a representative will be able to assist you. Translation of written materials about your benefits can also be requested by contacting member services.

## ABOUT YOUR HEALTH BENEFITS

CU Health Plan –Access Network is an HMO health benefit plan. We have coordinated and contracted with a network of Professional Providers, Hospitals, pharmacies, and support services (e.g., laboratory, x-ray, pharmacy, and physical therapy), to arrange for or provide comprehensive health care services to Members. Learning how an HMO works can help you make the best use of your health care benefits. Provider lists can be accessed through the Find a Doctor link at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan).

We strive to maintain reasonable health care costs by working with you, your Physicians, Hospitals, and other Providers in unity. You and your Primary Care Provider (PCP) work together to obtain Referrals to Specialists in the Access network and to obtain Preauthorization for services, helping to ensure that you receive care that is Medically Necessary, performed in the appropriate setting, and is otherwise a Covered Service. A result of your collaboration with your PCP is lower cost of health care. More details can be found under the **MANAGED CARE FEATURES** heading in this section of this Benefits Booklet.

### Primary Care Providers

A key feature of this Plan is that one Professional Provider will be primarily responsible for delivering and coordinating all of your care. That Professional Provider is called a Primary Care Provider (PCP). PCPs are typically internal medicine Physicians, family practice Physicians, general practitioners, pediatricians, and other providers licensed in the state where they practice and recognized by Us as PCPs. As your first point of contact, the PCP provides a wide range of health care services, including initial diagnosis and treatment, health supervision, management of chronic conditions, and preventive care. You can access care from In-Network Providers without a Referral (including OB/GYN care). We or your PCP can provide you Referrals and information about Specialists who are In-Network.

If We do not have an Access HMO In-Network Provider for a Covered Service, We will arrange for an authorization to a Provider with the necessary expertise and ensure that you receive the Covered Service at no greater cost than what you would have paid for such Covered Service if it had been received from an Access HMO In-Network Provider.

Regardless of Medical Necessity, no benefits will be provided for care that is not a Covered Service, even if performed by your PCP or another In-Network Provider when authorized by us. If a service requires Preauthorization before it can be performed, Your In-Network Provider is responsible for receiving the Preauthorization.

When you visit an In-Network Provider, that In-Network Provider will bill Us directly and accept Our Maximum Allowed Amount as payment in full. The Maximum Allowed Amount is described in the **COST SHARING REQUIREMENTS** section of this Benefits Booklet.

### Selecting A PCP

At the time of enrollment, you must select a PCP. You have the right to designate any PCP who participates in the network and who is available to accept you or your family members. Family members are not required to choose the same PCP; they may select a PCP individually. If a PCP is not chosen, We will assign one to the Member. For a child, you may designate a pediatrician as the child's PCP.

To locate a PCP, you may call the member services number that is listed on your Health Benefit ID Card. You may also search for a PCP or Hospital on-line at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) by selecting the Find a Doctor link. Our listings include the credentials of our physicians such as specialty designation and board certification. Our website is continuously updated and is the most up-to-date list of Our PCPs. Some Providers are listed as accepting existing patients only. However, We may not have notice of new limitations of this kind. Therefore, even if the listing for the PCP you select does not indicate patient limitations, you should call the PCP to confirm that the Provider is still accepting new patients (unless you are already an existing patient of the PCP).

### Visiting A PCP

To visit a PCP, you must make an appointment with the PCP's office. The telephone number for the PCP can be found on your Health Benefit ID Card. To avoid possible delays when scheduling an office visit over the phone, you must identify yourself as CU Health Plan--Access Network Member. The PCP's office will instruct you on next steps in non-Emergency Care or non-Urgent Care situations.

You should notify your PCP's office at least 24 hours before a scheduled appointment if you need to cancel an appointment. You should check with your PCP to determine how far in advance a cancellation must be received. You may be charged a fee by your PCP's office for a missed appointment. We will not pay for or reimburse you for such a fee. You should notify the PCP's office if you are going to be late for an appointment. The PCP may ask you to reschedule the appointment.



After hours care is provided by your physician who may have a variety of ways of addressing your needs. You should call your PCP for instructions on how to receive medical care after the PCP's normal business hours, on weekends and holidays, or to receive non-Emergency Care and non-Urgent Care within the service area for a condition that is not life threatening but that requires prompt medical attention. In case of an Emergency, you should call 911 or go directly to the nearest Emergency room.

### **Changing PCPs**

You may select a new PCP at any time (but no more than once per month) by calling Our member services department. However, you should call the PCP to confirm that the Provider is accepting new patients. A new Health Benefit ID Card will be sent to you confirming the PCP change.

The Effective Date of all PCP changes will be the first day of the month following the request. To have medical records transferred from one PCP to another, you must contact your former PCP. You are responsible for any fees related to transferring medical records.

If you change primary residence or place of employment to a location that is not convenient to your current PCP's office, you may choose a new PCP nearer to your new residence or place of employment, within Our Service Area. However, eligibility for this plan is limited to those employees who live in certain counties or areas. A complete listing of zip codes where participation in the plan is available can be found at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan).

### **Care Outside of Colorado**

When you are outside Our Colorado service area benefits are only available for Emergency or Urgent care.

## **Cost Sharing Requirements**

Cost Sharing refers to how the University of Colorado Health and Welfare Trust shares the cost of health care services with you. It defines what We authorize for payment from the Trust and what you are responsible for paying. You satisfy the Cost Sharing requirements through the payment of Copayments (as described below and in the *Summary of Benefits and Coverage*) depending upon the terms of your coverage.

The contracts between Us and Our In-Network Providers include a "hold harmless" clause which provides that you cannot be liable to the In-Network Provider for claims owed by the Trust for health care services provided under this Benefits Booklet.

**You are always liable for a Provider's full Billed Charges for any non-Covered Service, services that exceed the Benefit Period Maximum, and for Services that are received for non-Emergency Care and non-Urgent Care, or if received from an Out-of-Network Provider without Our authorization.**

Benefits provided under this Benefits Booklet do not regulate the amounts charged by Providers of medical care.

### **Maximum Allowed Amount**

This section describes how We determine the amount of reimbursement for Covered Services. Reimbursement for services rendered by Access HMO In-Network Providers is based on your plan's Maximum Allowed Amount for the Covered Service that you receive.

Please see Inter-Plan Programs in the "Claims Procedure (How to File a Claim)" and the BlueCard® Program in the "How to Access Your Services and Obtain Approval of Benefits" sections for more information.

The Maximum Allowed Amount for this plan is the maximum amount of reimbursement We will allow for services and supplies:

- that meet Our definition of Covered Services, to the extent such services and supplies are covered under the terms of this Benefits Booklet and are not excluded;
- that are Medically Necessary; and
- that are provided in accordance with all applicable Preauthorization, utilization management or other requirements set forth in this Benefits Booklet.

You will be required to pay a portion of the Maximum Allowed Amount to the extent you have a Copayment or Coinsurance.

When you receive Covered Services from an In-Network Provider, We will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and,

among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect Our determination of the Maximum Allowed Amount. Our application of these rules does not mean that the Covered Services you received were not Medically Necessary. It means We have determined that the claim was submitted inconsistent with procedure coding rules and/or reimbursement policies. For example, your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Maximum Allowed Amount will be based on the single procedure code rather than a separate Maximum Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same Physician or other healthcare professional, We may reduce the Maximum Allowed Amounts for those secondary and subsequent procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.

### **Member Cost Share**

For certain Covered Services you may be required to pay a part of the Maximum Allowed Amount as your cost share amount (for example, Copayment and Coinsurance).

We will not provide any reimbursement for non-Covered Services. You may be responsible for the total amount billed by the Provider for non-Covered Services. Non-Covered Services include services specifically excluded from coverage by the terms of this Benefits Booklet and services received after benefits have been exhausted. Benefits may be exhausted by exceeding, for example, benefit caps or day/visit limits.

Under certain circumstances, if We, on behalf of the Plan, pay the Provider amounts that are your responsibility, such as Copayments, We may collect such amounts directly from you. You agree that We have the right to collect such amounts from you.

### **Authorized Services**

Services from Out-of-Network Providers are covered only under limited circumstances. Non-Emergency and non-Urgent services from Out-of-Network Providers are **not covered** unless specifically authorized by Us **before** services are received.

If We, in administering the plan for the Plan, have preauthorized the Member to seek Covered Services from an Out-of-Network Provider, We will apply the Access Network plan level of benefits and the Member will not be required to pay more for the services than if the services had been received from an Access Network plan In-Network Provider. When preauthorized or for Emergency or Urgent Care, Copayments for Covered Services received from an Out-of-Network Provider are the same as the Copayments for Covered Services received from an Access Network plan Provider.

### **Copayment**

Copayments are your Cost Sharing requirements under this coverage. A Copayment is a predetermined, fixed-dollar amount you must pay to receive a specific Covered Service. You are required to pay a Copayment to In-Network Providers for specific Covered Services. You are responsible for making Copayments directly to the In-Network Provider. You must pay fixed-dollar Copayment amounts. Your copayment may be higher for a Specialist than for a Primary Care Provider.

### **Coinsurance/Out-of-Pocket Annual Maximum**

We pay a percentage of charges for Covered Services as listed on the Summary of Benefits and Coverage. This percentage is called Coinsurance. For some services, you must also pay your required Copayment. For some services after you pay the Copayment, We pay a percentage of charges for Covered Services as listed on the Summary of Benefits and Coverage.

You pay the Coinsurance percentage for Covered Services until the Out-of-Pocket Annual Maximum is reached for your Benefit Period. Once the Out-of-Pocket Annual Maximum is reached, We pay 100 percent of any remaining eligible charges, except for Prescription Drugs, for the rest of your Benefit Period.

The Out-of-Pocket Annual Maximum is designed to protect you from catastrophic health care costs. Coinsurance and medical Copayments are included in the Out-of-Pocket Annual Maximum. Prescription Drug Copayments are not included in the Out-of-Pocket Annual Maximum. Once you and/or your family have satisfied the Out-of-Pocket Annual Maximum, no additional Coinsurance or medical Copayments will be required for you and/or your family for the rest of the Benefit Period. Copayments for Prescription Drugs will still be required for the rest of the Benefit Period. The Out-of-Pocket Annual maximum is found on the Summary of Benefits and Coverage.

**Family Out-of-Pocket Annual Maximum** - The family Out-of-Pocket Annual Maximum is a combined Out-of-Pocket Annual Maximum. This means any combination of amounts paid by family Members toward Covered Services can be used to satisfy the family Out-of-Pocket Annual Maximum. One person may not contribute more than the individual Out-of-Pocket Annual Maximum toward the family Out-of-Pocket Annual Maximum.

The Family Membership Out-of-Pocket Annual Maximum is also applicable for newborn and adopted children for the first 31-day period following birth or adoption if the child is enrolled or not enrolled following the 31-day period.

### **Benefit Period Maximum**

Some Covered Services have a maximum number of days or visits that We will allow during a Benefit Period.

## **Managed Care Features**

Managed Care is a system of health care delivery with the goal of giving you access to quality, cost effective health care while optimizing utilization and cost of services, and measuring In-Network Provider and coverage performance. We use a variety of administrative processes and tools, such as Preauthorization for health care services, Care Management, concurrent Hospital review and Disease Management to help determine the most appropriate use of the health care services available to Our Members. Your health benefit plan requires that Covered Services be Medically Necessary for benefits to be provided. When setting or place of service is part of the review, services that can be safely provided to you in a lower cost setting may not be Medically Necessary if they are performed in a higher cost setting. This section of the Benefits Booklet explains how these Managed Care features are used and will guide you through the necessary steps to obtain care. For more information about how you should proceed in case of Emergency care and Urgent care, please see the **COVERED SERVICES** section of this Benefits Booklet.

We may, from time to time, waive, enhance, modify or discontinue certain medical management processes (including Utilization Review, Care Management, and disease management) if in Our discretion, such change is in furtherance of the provision of cost effective, value based and/or quality services.

In addition, We may select certain qualifying Providers to participate in a program that exempts them from certain procedural or medical management processes that would otherwise apply. We may also exempt your claim from medical review if certain conditions apply.

Just because We exempt a process, Provider or claim from the standards which otherwise would apply, it does not mean that We will do so in the future, or will do so in the future for any other Provider, claim or Member. We may stop or modify any such exemption with or without advance notice.

### **Transition of Care**

A new Member to this coverage may be receiving ongoing care for a medical condition. Examples of ongoing care include prenatal/obstetrical care, Home Care or Hospice Care. We strive to avoid disruption of a new Member's care through Our transition of care policy.

To facilitate the transition of care, you or your provider need to use the Continuity of Care form that is available by going to [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan). Once completed you will need to submit to Us for review. You or your Provider may also request the Continuity of Care form by calling the member services number on your Health Benefit ID card.

### **Our Process to Determine If Services are Covered**

In administering this Plan and determining whether a health service is a covered benefit, We consider whether the service is Medically Necessary and whether the service is Experimental/Investigational, cosmetic or otherwise excluded under this Benefits Booklet. We also consider if the terms of this Benefits Booklet limit or deny benefits for the service. We use many resources, like:

- Peer-reviewed medical literature (such as publications and journals);
- Our adopted medical policies and practice guidelines;
- Guidelines or professional standards which we get from national organizations and professional groups; and
- Consultations with Doctors, Specialists and other health care professionals.

We will decide what services are covered under your Benefits Booklet and what services are not covered. In making these decisions, We do not promote or reward our employees or provider reviewers for withholding a benefit approval for Medically Necessary Covered Services that you are entitled to.

### **Medically Necessary Health Care Services**

In administering benefits on behalf of the Plan, We determine whether services, procedures, supplies or visits are Medically Necessary. Only Medically Necessary services (except as otherwise provided in this Benefits Booklet), procedures, supplies or visits are Covered Services. Our medical policy uses current standards of practice and evaluates medical equipment, treatment and interventions with an evidence-based review of scientific literature. As medical technology is often changing, We also create or update policies to address new medications, devices and procedures. We review and update Our medical behavioral health and pharmaceutical policies on a regular basis. Those policies are considered part of this Benefits Booklet. In evaluating new technology and whether to consider it as eligible for coverage under Our policies, We consider peer-reviewed medical literature, consultations with Doctors, Specialists and other health care professionals, policies and procedures of government agencies and study results showing the impact of the new technology on long-term health.

### **Experimental/Investigational and/or Cosmetic Procedures**

In administering benefits on behalf of the Plan, We will not pay for any services, procedures, surgeries or supplies that We consider Experimental/Investigational and/or cosmetic. Additionally We will not pay for complications arising from any services, procedures, surgeries or supplies that we consider Experimental/Investigational and/or cosmetic; except for services covered in conjunction with clinical trials as required by law.

Even if Medically Necessary and not Experimental or Investigational and/or cosmetic, a service might not be covered. The benefits, exclusions and limitations of your coverage take priority over medical policy.

Certain procedures, diagnostic tests, Durable Medical Equipment, Home Care services, Home Intravenous services and medications require Preauthorization. It is the Provider's responsibility to preauthorize the test, equipment, service or procedure. See the **Appropriate Place and Preauthorization** section below for additional details.

### **Appropriate Place and Preauthorization**

Health care services may be provided in an inpatient or outpatient setting, depending on the severity of the medical condition and the services necessary to manage the condition in a given circumstance. This Benefits Booklet covers care received in both environments provided the care received is a Covered Service, is appropriate to the setting and is Medically Necessary. Examples of Inpatient settings include Hospitals, Skilled Nursing Facilities and Hospice Facilities. Examples of Outpatient settings include Physicians' offices, ambulatory Surgery centers, Home Care and home Hospice settings. Some Covered Services must be received from a designated facility, for example this includes but is not limited to human organ transplants. To determine which Covered Services must be received from a designated facility contact member services.

Preauthorization is a process We use to ensure that member care is provided in the most medically appropriate setting. The Preauthorization process may set limits on the coverage available under this Benefits Booklet. Preauthorization is required before a Hospital admission or before receiving certain procedures or services. Some drugs also require Preauthorization.

Preauthorization criteria will be based on multiple sources including medical policy, clinical guidelines, and pharmacy and therapeutics guidelines. We may determine that a service that was initially prescribed or requested is not Medically Necessary if you have not previously tried alternative treatments which are more cost effective.

The In-Network Provider who schedules an admission or orders the procedures or service is responsible for obtaining Preauthorization. To determine which drugs and/or services require Preauthorization and/or to be sure that Preauthorization has been obtained, you may contact Us.

### **Inpatient Admissions**

Admissions for all inpatient stays require Preauthorization and concurrent reviews. Your In-Network Provider must call the number for **Provider Authorization** on your Health Benefit ID Card to request Preauthorization. We will review the request for Preauthorization. If the inpatient stay is approved, all benefits available under the Member's Benefits Booklet are provided. We initially authorize a specified number of days for the inpatient stay and reevaluate such Authorization if additional days are requested by the In-Network Provider. This process facilitates your timely discharge or transfer to the appropriate level of care.

Routine newborn care admissions do not require Preauthorization if the newborn is discharged before or on the same date as the mother. If the newborn remains in the Hospital after the mother is discharged, Preauthorization is required for the continued stay.

**Scheduled Admissions** - Your Provider must obtain Preauthorization before the admission for all scheduled inpatient admissions as well as concurrent reviews for continued stays that exceed the number of preauthorized days.

Preauthorization must be requested at least seven days before your admission. Written confirmation of the decision will be sent to you and your Provider within two business days of receipt of all necessary information.

**Unscheduled (Emergency) Admissions** - We require notification of an Emergency admission within 48 hours after the admission. You are responsible for ensuring that We have been notified of the unscheduled admission unless you are unable to do so. Examples of Emergency admissions include admissions involving accidents or the onset of labor in pregnancy. Failure to notify Us may result in a reduction or denial of benefits.

**Inpatient admissions include admissions to Acute Care facilities (Hospitals), Long-Term Care Facilities, sub-acute facilities, rehabilitation facilities, Skilled Nursing Care facilities and Inpatient Hospice Facilities.**

**Outpatient Procedures** - Many procedures performed on an outpatient basis must be preauthorized. Your Provider must contact Us for Preauthorization. You and Providers may visit Our website at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) or call Our member services department for a list of outpatient procedures and services that require Preauthorization. These services may be performed in a Hospital on an outpatient basis or in a freestanding facility, such as an Ambulatory Surgery center.

If services are not preauthorized, you will be held financially responsible for all charges related to that inpatient stay. You or Your representative may appeal Our Preauthorization decision by following the procedure outlined in the **COMPLAINTS, APPEALS AND GRIEVANCES** section of this Benefits Booklet.

Upon receipt of a Preauthorization request, We may require additional information to determine the Medical Necessity of the procedure. We will send written confirmation of Our decision to you and your Provider within two business days of Our receipt of all necessary information. The Preauthorization will be valid only for a specific place and period of time. You must obtain the requested service within the time allotted in the Preauthorization and at the place authorized. If the Preauthorization period expires, or if additional services are requested, the Provider must contact Us to request another Authorization.

If a Preauthorization of a requested service meets Medical Necessity criteria it **does not guarantee** that payment will be allowed. Fraud or abuse, or a subsequent change in eligibility, could cause a denial of payment. When We receive your claim(s), We will review them against the terms of this Benefits Booklet.

You or your representative may appeal our Preauthorization decision by following the procedure outlined in the **COMPLAINTS, APPEALS AND GRIEVANCES** section of this Benefits Booklet.

**Ambulance Services** - Some Ambulance services may need Preauthorization. All scheduled ground Ambulance services for non-Emergency transfers, except transfers from one acute Facility to another, must be preauthorized. All air Ambulance services for non-emergency Hospital to Hospital transfers, except transfers from one acute Facility to another, must be preauthorized.

### **Appropriate Length of Stay**

With respect to the payment of benefits We, in conjunction with your Providers, use medical policies and medical care guidelines, such as inpatient and surgical care optimal recovery guidelines to determine the appropriate length of an inpatient Hospital stay for which benefits may be covered. By using these guidelines and increasing your familiarity with your benefit plan, you are more likely to receive the appropriate level of care and achieve favorable outcomes.

**Concurrent Review** - While you are in the Hospital, we will review your medical care to determine if you are receiving appropriate and Medically Necessary Hospital services. If you have an unscheduled admission to the Hospital for any reason, including a medical Emergency, maternity care, or alcohol detoxification, We **require** notification within 72 hours of the admission to assist with management of the Hospital benefits and planning for covered medical services during hospitalization and after discharge.

At some point during hospitalization, We may determine that further hospitalization is not Medically Necessary. We will advise your attending Physician and the Hospital of this determination. You may elect to remain in the Hospital after you have been notified that continued hospitalization is not Medically Necessary, but this Benefits Booklet will not provide benefits for services after the recommended date of discharge. We will also send written notification of the decision to you, the attending Physician and the Hospital. **You will be responsible for all charges incurred after the recommended day of discharge.**

If you or your Provider disagrees with a concurrent Hospital review decision, you may appeal Our decision by following the procedure outlined in the **COMPLAINTS, APPEALS AND GRIEVANCES** section of this Benefits Booklet.

**Retrospective Claim Review** - Retrospective claim review consists of reviewing services after the services have been provided to determine if the services were provided as preauthorized, to evaluate claim charges and to review appropriateness of services billed based on available benefits, medical policy and Medical Necessity. We may request

and review medical records to assist in payment decisions. If We determine that benefits are not available, neither the Trust nor We will pay.

### **Ongoing Care Needs**

Ongoing care is coordinated through services such as Utilization Management, Care Management and Disease Management.

**Utilization Management** - Utilization Management is used to determine if a service is Medically Necessary, delivered in the right setting and for the appropriate length of time. Care is compared to nationally recognized guidelines. This review may be used to determine payment for Covered Services. However, the decision to obtain the service is made solely by you and your Provider regardless of Our decision about reimbursement.

**Care Management** - Care Management is used when illnesses or injuries are so complex that individualized coordination of care is helpful. Examples include the medical management of a transplant candidate or of a patient with a spinal cord injury. In such cases, a Care Manager may work with you and/or your family to help coordinate and facilitate the administration of medical care. A Care Manager may also help organize a safe transition from Hospital to home care. The Care Management program is designed to identify patients as early as possible in their course of medical treatment who may benefit from Care Management and to see that issues pertinent to the case are assessed, addressed, documented, and resolved in a consistent and timely manner.

Depending on the level of Care Management you may need, a Care Manager may be assigned to you. We employ nurses and other medical staff with special training in the coordination of care in complex cases. You may or may not have direct contact with Our Care Manager. This depends on the availability of a liaison at the facility where you are admitted. If a Care Manager is assigned to you, the Care Manager's telephone number will be provided to you so that you may contact the Care Manager with any questions. An assigned Care Manager works with the Providers, you and/or your family to create a plan of care, implement that plan, monitor the use and effectiveness of services, and determine if you are receiving services in a timely manner and in the most appropriate setting. We have full discretion as to which Members We offer Care Management. We may not offer Care Management to all Members of the Plan or to all Members with similar conditions.

Our Care Management program is tailored to the individual. In certain extraordinary circumstances involving intensive Care Management, We may, at Our sole discretion, provide benefits for alternate care that is not listed as a Covered Service in this Benefits Booklet. We may also extend Covered Services beyond the contractual benefit limits of this Benefits Booklet. We will make these decisions on a case-by-case basis. A decision in one case to provide extended benefits or approve care not listed as a Covered Service in one case does not obligate Us, or the Plan or Trust to provide or pay for the same benefits again to you or to any other Member. We and the Plan reserve the right, at any time, to alter or cease providing extended benefits or approving care not listed as a Covered Service. In such cases, We will notify you or your representative in writing.

# MEMBERSHIP

## Subscriber

The Subscriber is a Member in whose name the membership is established.

An employee who has a regular work week, a Regent Board member or special category retiree as specified in the Plan Document is eligible to enroll for benefits as a Subscriber. The employee must contact the employer for the minimum number of hours that must be worked per week and other requirements to qualify for benefits.

## Dependents

A Subscriber's Dependents (except a Regent Board member's dependents are not eligible for the Plan) may include the following:

- **Legal Spouse.** As recognized under the laws of the state where the Subscriber lives.
- **Partner in a Civil Union.** All references to spouse in this Benefits Booklet include a partner in a civil union except a partner in a civil union is not eligible for COBRA coverage. There may be tax consequences to the Subscriber when enrolling his or her partner in a civil union and his or her partner's child. However a partner in a civil union and children of a partner in a civil union are eligible through the employer for continuation of coverage under the same time conditions and time periods as COBRA. Contact your employer for eligibility requirements.
- **Common-Law Spouse.** All references to spouse in this Benefits Booklet include a Common-Law Spouse. Contact your employer for eligibility requirements.
- **Same Gender Domestic Partner (SGDP).** All references to spouse in this Benefits Booklet include a SGDP except a SGDP is not eligible for COBRA coverage. There may be tax consequences to the Subscriber when enrolling his or her SGDP and his or her SGDP's child. However a SGDP and children of a SGDP are eligible through the employer for continuation of coverage under the same time conditions and time periods as COBRA. Contact your employer for eligibility requirements.
- **Newborn child.** A newborn child born to the Subscriber or Subscriber's Spouse is covered under the Subscriber's membership for the first 31 days after birth. If the mother of the newborn child is a Dependent child of the Subscriber, the newborn is **not** provided benefits (see the **Grandchild** heading in this section).

During the first 31-day period after birth, benefits for a newborn child shall consist of Medically Necessary care for injury and sickness, including well child care and treatment of medically diagnosed Congenital Defects and Birth Abnormalities, without regard to the limitations and exclusions applicable to other conditions or procedures or services covered under this Benefits Booklet. All services provided during the first 31 days of coverage are subject to the Cost Sharing requirements and any benefit maximums applicable to other sicknesses, diseases and conditions otherwise covered.

To continue the newborn child's participation in the coverage beyond the 31-day period after the newborn child's birth, the Subscriber must complete and submit a Benefits Enrollment/Change Form to your employer or submit the change through the online enrollment tool (as available through your employer) to add the newborn child as a Dependent child to the Subscriber's policy. Your employer must receive the Benefits Enrollment/Change Form or online submission within 31 days after the birth of the child to continue coverage for the 32nd day and thereafter. For example: the newborn child is born on January 15<sup>th</sup>; you have 31 days from the birth to notify the employer of the newborn's birth. If the current coverage is a single only policy and the child is to continue coverage beyond 31 days, the effective date of coverage for the newborn child is on the date of birth and the change in the premium payment is effective on February 1<sup>ST</sup>.

- **Adopted child.** An unmarried child (who has not reached 18 years of age) adopted while the Subscriber or the Subscriber's Spouse is eligible for benefits will be covered for 31 days after the date of placement for adoption.

"Placement for adoption" means circumstances under which a Subscriber assumes or retains a legal obligation to partially or totally support a child in anticipation of the child's adoption. A placement terminates when the legal obligation for support terminates.

To continue the adopted child's participation in the Plan beyond the 31-day period after the adopted child's placement, the Subscriber must complete and submit a Benefits Enrollment/Change Form or submit the change through the online enrollment tool (as available through your employer) to your employer to add the adopted child as a Dependent child to the Subscriber's benefit Plan. The employer must receive the Benefits Enrollment/Change Form or online submission within 31 days after the placement of the child for adoption to continue coverage for the 32nd



day and thereafter. For example: the placement of the adopted child is on January 15<sup>th</sup>, you have 31 days from the placement to notify the employer of the adoption. If the current coverage is a single only policy and the child is to continue coverage beyond 31 days, the effective date of coverage for the adopted child is on the date of placement and the change in the premium payment is effective on February 1<sup>st</sup>.

- **Dependent child.** A Subscriber's son, daughter, stepson, stepdaughter or eligible foster child, including a legally adopted individual or an individual who is lawfully placed with the Subscriber for legal adoption, or a child for whom the Subscriber has established parental responsibility (as evidenced by court documents), or a son or daughter of a Subscriber's Civil Union Partner or SGDP, including a legally adopted individual or an individual who is lawfully placed with the Subscriber's Civil Union Partner or SGDP for legal adoption, or a child for whom the Subscriber's Civil Union Partner or SGDP has established parental responsibility (as evidenced by court documents), may be covered under the terms of this Benefits Booklet through the end of the calendar month in which the child turns 27. There may be tax consequences to the Subscriber when enrolling his or her child through the calendar month in which the child turns age 27. There may also be tax consequences to the Subscriber when enrolling his or her Civil Union Partner's or SGDP's child. A Dependent child of a Subscriber who is no longer eligible for coverage may be eligible for continuation coverage. Information can be found under the heading **Continuation of Benefits** in this section of this Benefits Booklet
- **Disabled Dependent child.** An unmarried child who is 27 years of age or older, medically certified as disabled and dependent upon the parent may be covered under the terms of this Benefits Booklet. The employer must receive notice of the disability for the disabled Dependent coverage to continue after the Dependent child turns age 27.
- **Grandchild.** A grandchild of a Subscriber or a Subscriber's Spouse is not eligible for benefits unless the Subscriber or the Subscriber's Spouse is court-appointed as having parental responsibility for the grandchild or has adopted the grandchild. The Subscriber must submit a Benefits Enrollment/Change Form or online submission, and evidence of court appointment as having parental responsibility or documents evidencing a legal adoption. Another option is to enroll the grandchild under a separate individual insurance policy with Anthem Blue Cross and Blue Shield, subject to its terms and conditions.

### **Medicare-Eligible Members**

Before you become age 65, or if you qualify for Medicare benefits through other circumstances, you are responsible for contacting the local Social Security Administration office to establish Medicare eligibility. You should then contact the Subscriber's employer to discuss benefit options.

For information on how the benefits will be coordinated with Medicare when coverage under this Benefits Booklet is continued, see the DUPLICATE COVERAGE AND COORDINATION OF BENEFITS heading in the **ADMINISTRATIVE INFORMATION** section of this Benefits Booklet.

### **Enrollment Process**

For eligible Subscribers and their eligible Dependents to participate in the Plan, the Subscriber must follow his/her employer's enrollment process, which details who is eligible and which applicable forms or online submission are required for enrollment. Eligibility for benefits under this Benefits Booklet begins as of the Effective Date as indicated in the employer's files. Services received before that date are not covered.

Note: Submission of a Benefits Enrollment/Change Form or online submission does not guarantee your enrollment.

You need to contact your employer for details regarding required documentation for adding a Common-Law Spouse, Partner in a Civil Union or SGDP and their dependents, using the contacts below.

- University of Colorado – Employee Services
- UCHealth– Human Resources
- University Physicians, Inc. – Human Resources

### **Initial Enrollment**

Eligible employees may apply for benefits for themselves and their eligible Dependents by submitting a Benefits Enrollment/Change Form or online submission. The employer must receive the Benefits Enrollment/Change Form or online submission within 31 days after the date of hire or within 31 days of the expiration of the waiting period, as defined in the employer's new hire policy. The Effective Date of eligibility for benefits will be determined in accordance with any established waiting period as determined by the employer. The employer will inform the employee of the length of the waiting period.



If you terminate your benefits under this Plan, and within the same Benefit Year you enroll in another CU Health Plan administered by Us, due to a special enrollment, all covered benefits that have a Benefit Period Maximum will be carried over to the new coverage. For example, if a benefit has a limit of one visit per Benefit Period and you received that benefit under the prior plan, then you are not eligible under the new plan for the same benefit until the Benefit Period has expired, as benefits have been exhausted for your Benefit Period.

### **Open Enrollment**

Any eligible employee may re-enroll each year during the employer's annual Open Enrollment period, which is generally a three week period before the Plan's Anniversary Date. The Employer will provide the Open Enrollment period date to the eligible employee. The plan year begins on July 1.

### **Newly Eligible Dependent Enrollment**

A current Subscriber of this coverage may add a Dependent who becomes newly eligible due to a qualifying event. Qualifying events include marriage, partnership, birth, and placement for adoption or issuance of a qualified medical child support court order. The employer must receive a Benefits Enrollment/Change Form or online submission for the addition of the Dependent within 31 days after the date of the qualifying event. Eligibility for benefits will be effective on the first of the month following the qualifying event.

When the Subscriber or the Subscriber's Spouse is required by a qualified medical child support order to provide medical benefits, the eligible Dependent must be enrolled within 31 days of the issuance of such order. The employer must receive a copy of the court or administrative order with the Benefits Enrollment/Change Form.

### **Special Enrollment**

#### **Periods**

If a Subscriber or Dependent does not apply for coverage when they were first eligible, they may be able to join the plan prior to open enrollment if they qualify for special enrollment. Except as noted otherwise below, the Subscriber or Dependent must request special enrollment within 31 days of a qualifying event.

Special enrollment is available for eligible individuals who:

- Lost coverage due to death of a covered employee;
- Experienced a termination or reduction in number of hours of the employee's employment;
- Became ineligible for benefits under Title XVIII of the Federal Social Security Act, as amended;
- Lost coverage under a health benefit plan due to the divorce or legal separation of the covered employee' spouse or partner in civil union;
- Is now eligible for coverage due to marriage (including a civil union where recognized in the state where the Subscriber resides), birth, adoption, placement for adoption;
- Entered into a Designated Beneficiary Agreement, or is required pursuant to a QMCSO or other court or administrative order mandating that the individual be covered;
- Experienced a termination of employment or eligibility for coverage;
- Has a reduction in the number of hours of employment;
- Experienced an involuntary termination of coverage;
- Has a reduction or elimination of group contributions toward the cost of the prior health plan;
- Lost eligibility under the Colorado Medical Assistance;
- Became eligible (employee or dependent) for premium assistance under the Colorado Medical Assistance Act of the Children's Basic Health Plan; or
- Had a parent or legal guardian disenroll a dependent, or a dependent becomes ineligible for the Children's Basic health Plan.

### **Important Notes about Special Enrollment:**

- You must request coverage within 31 days of a qualifying event (i.e., marriage, birth of child etc.). For loss of coverage under the Colorado Medical Assistance Act, coverage must be requested within 60 days of the loss of coverage. For loss of coverage under the Children's Basic Health plan coverage must be requested within 90 days of the loss of coverage;

If the Subscriber does not enroll themselves and/or their Dependents when first eligible or during a Special Enrollment period, they will not be eligible to enroll until the next open enrollment period.

**Status Change of State Medicaid Plan or State Child Health Insurance Program (SCHIP)** - Loss of eligibility from a state Medicaid or SCHIP health plan is also a qualifying event for special enrollment for the eligible employee and/or eligible Dependents. The employee must properly file an application with the employer within 60 days after coverage has ended. In addition, special enrollment is allowed for the employee who becomes eligible for premium assistance, with respect to coverage under the employer's health coverage, under a state Medicaid or SCHIP health plan, including any waiver or demonstration project conducted under or in relation to these plans. Similarly, the employee must properly file an application with the employer within 60 days after the eligibility date for assistance is determined.

### **Military Service**

Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA) under the circumstances listed below. These rights apply only to employees and their Dependents covered under the Plan before the employee leaves for military service. Benefits under USERRA continuation of coverage shall end on the day after the date on which the person was required to apply for or return to a position of employment and fails to do so.

A person who elects to continue health plan coverage may be required to pay up to 102% of the full contribution under the Plan, except a person on active duty for 30 days or less cannot be required to pay more than the Employee's share, if any, for the coverage.

An exclusion or waiting period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an exclusion or waiting period may be imposed for coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service.

## **How to Change Coverage**

Because the Plan provides you with multiple health care options, eligible employees may change coverage for themselves and/or their eligible Dependents to another benefit Plan offered by the Plan during Open Enrollment.

## **Termination**

### **Active Policy Termination**

Your benefits end on the first occurrence of one of the following events:

- On the date the Plan described in this Benefits Booklet is terminated.
- Upon the Subscriber's death.
- When the required contribution has not been received by the employer.
- When you or your employer commits fraud or intentional misrepresentation of material fact.
- When you are no longer eligible for benefits under the terms of this Benefits Booklet.
- When the Subscriber's employer gives Us written notice that the Subscriber is no longer eligible for benefits. Benefits will be terminated as determined by the employer. We reserve the right to recoup any benefit payments made for dates of service after the termination date.
- When We receive written notification to cancel coverage for any Member, benefits will end at the end of the month following the written notification or at the end of the month of the qualifying event.
- When you move and therefore do not reside within the Service Area unless you are continuing coverage under COBRA/continuation coverage, you must notify your employer within 31 days of such a change in location. Coverage will end on the last day of the month in which the change of residence is reported; until that time, the only out-of-area services covered will be Emergency care and Urgent care. Non-Emergency care will not be covered.

- If you do not notify your employer of a change of residence to an area outside Our Service Area, and We later become aware of the change, your benefits may be retroactively terminated to the date of the change of residence. You will be liable to Us and/or the Providers for payment for any services covered in error.
- If you are a partner to a civil union or other relationship recognized as a spousal relationship in the state where the Subscriber resides, on the date such union or relationship is revoked or terminated. Such a Dependent does not have the right to seek COBRA continuation coverage, but will be eligible for state continuation benefits, subject to the terms of this Booklet.
- When We cease operations.

### **Dependent Coverage Termination**

To remove a Dependent from the Plan, the Subscriber must complete a Benefits Enrollment /Change Form or online submission. The change will be effective at the end of the month We are notified of the change. We reserve the right to recoup any benefit payments made after the termination date.

Benefits for a Dependent end on the last day of the month for the following qualifying events:

- When the Subscriber's employer notifies Us in writing to cancel benefits for a Dependent.
- When the Dependent child no longer qualifies as a Dependent by definition. Such a Dependent may be able to elect COBRA/continuation coverage.
- On the date of a final divorce decree or legal separation for a Dependent Spouse or Partner. Such a Dependent may be able to elect COBRA/continuation coverage.
- When legal custody of a child placed for adoption is terminated.
- If you are a partner to a civil union or other relationship recognized as a spousal relationship in the state where the subscriber resides, on the date such union or relationship is revoked or terminated. Such a Dependent does not have the right to seek COBRA continuation coverage, but will be eligible for state continuation benefits, subject to the terms of this Booklet.
- Death of the Dependent.

### **What We Will Pay for After Termination**

We, on behalf of the Trust, will not authorize payment for any services provided after your benefits end even if we preauthorized the service, unless prohibited by law. Benefits cease on the date your participation ends as described above. You may be responsible for benefit payments authorized by Us on your behalf for services provided after your benefits have been terminated.

We do **not** cover services received after your date of termination even if:

- We preauthorized the service; and/or
- The services were made necessary by an accident, illness or other event that occurred while benefits were in effect.

## **Continuation of Benefits**

### **Family and Medical Leave Act**

When an employee takes time off from work pursuant to the Family and Medical Leave Act, health insurance benefits remain in force but the employee may be required to continue paying the employee's share of the cost of such health benefits. You may contact your employer for details.

## **COBRA Continuation Rights Under Federal Law/Continuation Coverage For You and Your Dependents**

### **What is COBRA Continuation Coverage?**

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and the parallel continuation coverage requirement under the Public Health Service Act ("COBRA"), you and/or your Dependents will be given the opportunity to continue health insurance when there is a "qualifying event" that would result in loss of coverage under the Plan. You and/or your Dependents will be permitted to continue the same coverage under which you or your

Dependents were covered on the day before the qualifying event occurred, unless you move out of that Plan's coverage area or the Plan is no longer available. You and/or your Dependents cannot change coverage options until the next open enrollment period.

### **When is COBRA Continuation Available?**

For you and your Dependents, COBRA continuation is available for up to 18 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- Your termination of employment for any reason, other than gross misconduct, or
- Your reduction in work hours.

For your Dependents, COBRA continuation coverage is available for up to 36 months from the date of the following qualifying events if the event would result in a loss of coverage under the Plan:

- Your death;
- Your divorce or legal separation;
- Your entitlement to Medicare (Part A, Part B, or both); or
- For a Dependent child, failure to continue to qualify as a Dependent under the Plan.

### **Who is Entitled to COBRA Continuation?**

Only a "qualified beneficiary" (as defined by federal law) may elect to continue health insurance coverage. A qualified beneficiary may include the following individuals, who were covered by the Plan on the day the qualifying event occurred: you, your spouse, and your Dependent children. Each qualified beneficiary has their own right to elect or decline COBRA continuation coverage even if you decline or are not eligible for COBRA continuation. Although these individuals do not have an independent right to elect COBRA continuation coverage, if you elect COBRA continuation coverage for yourself, you may also cover your Dependents even if they are not considered qualified beneficiaries under COBRA. However, such individuals' coverage will terminate when your COBRA continuation coverage terminates. The sections titled "Secondary Qualifying Events" and "Medicare Extension for Your Dependents" are not applicable to these individuals.

The following individuals are not qualified beneficiaries for purposes of COBRA continuation (unless they meet the federal definition of "qualified beneficiary"): domestic partners, same sex spouses, partners in a civil union, grandchildren (unless adopted by you), stepchildren (unless adopted by you), and children of a domestic partner/same sex spouse/partner in a civil union. However, they are eligible through your employer for continuation coverage under the same time conditions and time periods as COBRA.

### **Secondary Qualifying Events**

If, as a result of your termination of employment or reduction in work hours, your Dependent(s) have elected COBRA continuation coverage and one or more Dependents experience another COBRA qualifying event, the affected Dependent(s) may elect to extend their COBRA continuation coverage for an additional 18 months (7 months if the secondary event occurs within the disability extension period) for a maximum of 36 months from the initial qualifying event. The second qualifying event must occur before the end of the initial 18 months of COBRA continuation coverage or within the disability extension period discussed below. Under no circumstances will COBRA continuation coverage be available for more than 36 months from the initial qualifying event. Secondary qualifying events are: your death; your divorce or legal separation; you become entitled to Medicare benefits (under Part A, Part B or both); or, for a Dependent child, failure to continue to qualify as a Dependent under the Plan.

### **Disability Extension**

If, after electing COBRA continuation coverage due to your termination of employment or reduction in work hours, you or one of your Dependents is determined by the Social Security Administration (SSA) or the Public Employees' Retirement Association (PERA) Disability Program Administrator to be totally disabled under Title II or XVI of the Social Security Act, you and all of your Dependents who have elected COBRA continuation coverage may extend such continuation for an additional 11 months, for a maximum of 29 months from the initial qualifying event. To qualify for the disability extension, all of the following requirements must be satisfied:

- SSA/PERA must determine that the disability occurred during the first 60 days after the disabled individual elected COBRA continuation coverage; and

- A copy of the written SSA/PERA determination must be provided to the COBRA Plan Administrator within 60 calendar days after the date the SSA/PERA determination is made AND before the end of the initial 18-month continuation period. If the SSA/PERA later determines that the individual is no longer disabled, you must notify the Plan Administrator within 30 days after the date the final determination is made by SSA/PERA. The 11-month disability extension will terminate for all covered persons on the first day of the month that is more than 30 days after the date the SSA/PERA makes a final determination that the disabled individual is no longer disabled. All causes for "Termination of COBRA Continuation" listed below will also apply to the period of disability extension.

### **Medicare Extension for Your Dependents**

When the qualifying event is your termination of employment or reduction in work hours and you became enrolled in Medicare (Part A, Part B or both) within the 18 months before the qualifying event, COBRA continuation coverage for your Dependents will last for up to 36 months after the date you became enrolled in Medicare. Your COBRA continuation coverage will last for up to 18 months from the date of your termination of employment or reduction in work hours.

### **Termination of COBRA/Continuation Coverage**

COBRA/continuation coverage will be terminated upon the occurrence of any of the following:

- the end of the COBRA/continuation period of 18, 29 or 36 months, as applicable;
- failure to pay the required premium within 30 calendar days after the due date;
- when the Plan ceases to provide any group health plan, including successor plans to any employee;
- after electing COBRA/continuation coverage, a qualified beneficiary enrolls in Medicare (Part A, Part B, or both); after electing COBRA/continuation coverage, a qualified beneficiary becomes covered under another group health plan, unless the qualified beneficiary has a condition for which the new plan limits or excludes coverage. In such case coverage will continue until the earliest of: the end of the applicable maximum period; or the occurrence of an event described in one of the first three bullets above;
- any reason the Plan would terminate coverage of a Member or beneficiary who is not receiving continuation coverage (e.g., fraud).

### **Moving Out of the CU Health Plan-Access Network Service Area or Elimination of a Service Area**

If you and/or your Dependents move out of the Access Network plan service area or the Access Network plan eliminates a service area in your location, you may elect to continue COBRA/continuation coverage under another CU Health Plan you are eligible for, otherwise your COBRA/continuation coverage under the Plan will be limited to emergency and urgent services only. Because the Plan does not provide out-of-network coverage, nonemergency services will not be covered under the Plan outside of the Access Network plan service area.

### **Plan Notification Requirements**

The Plan, through your Employer (for the initial notification) and the COBRA Plan Administrator (for the COBRA/continuation coverage election notice) are required to provide you and/or your Dependents with the following notices:

- An initial notification of COBRA/continuation rights must be provided within 90 days after your (or your spouse/partner's) coverage under the Plan begins (or the Plan first becomes subject to COBRA/continuation requirements, if later).
  - If you and/or your Dependents experience a qualifying event before the end of that 90-day period, the initial notice must be provided within the time frame required for the COBRA/continuation coverage election notice as explained below.
- A COBRA/continuation coverage election notice must be provided to you and/or your Dependents
  - Within 44 days after loss of coverage under the Plan for your termination of employment or reduction of hours, your death, your becoming entitled to Medicare or employer bankruptcy, and
  - No later than 14 days after the end of the period in which you and/or your qualified beneficiary (ies) notify the Plan Administrator of certain other qualifying events as described below.

### **How to Elect COBRA/Continuation Coverage**

The COBRA/continuation coverage election notice will list the individuals who are eligible for COBRA/continuation coverage and inform you of the applicable premium. The notice will also include instructions for electing COBRA/continuation coverage. You must notify the COBRA Plan Administrator of your election no later than the due date stated on the COBRA/continuation coverage election notice. If a written election notice is required, it must be post-marked no later than the due date stated on the COBRA/continuation coverage election notice. If you do not make proper notification by the due date shown on the notice, you and your Dependents will lose the right to elect COBRA/continuation coverage. If you reject COBRA/continuation coverage before the due date, you may change your mind as long as you furnish a completed election form before the due date. Each qualified beneficiary has an independent right to elect COBRA/continuation coverage. COBRA/continuation coverage may be elected for only one, several, or for all Dependents who are qualified beneficiaries. Parents may elect to continue coverage on behalf of their Dependent children. You or your spouse or partner may elect COBRA/continuation coverage on behalf of all the qualified beneficiaries. You are not required to elect COBRA/continuation coverage in order for your Dependents to elect COBRA/continuation coverage.

### **How Much Does COBRA/Continuation Coverage Cost?**

Each qualified beneficiary may be required to pay the entire cost of COBRA/continuation coverage. The amount may not exceed 102% of the cost of the group health plan (including both employer and Member contributions) for coverage of a similarly situated active Member or family Member. The premium during the 11-month disability extension may not exceed 150% of the cost of the group health plan (including both employer and Member contributions) for coverage of a similarly situated active Member or family Member. For example: If the Member alone elects COBRA/continuation coverage, the Member will be charged 102% (or 150%) of the active Member premium. If the spouse or one Dependent child alone elects COBRA/continuation coverage, he or she will be charged 102% (or 150%) of the active Member premium. If more than one qualified beneficiary elects COBRA/continuation coverage, they will be charged 102% (or 150%) of the applicable family premium.

### **When and How to Pay COBRA/Continuation Premiums**

#### *First payment for COBRA/continuation coverage*

If you elect COBRA/continuation coverage, you do not have to send any payment with the election form. However, you must make your first payment no later than 45 calendar days after the date of your election. (This is the date the Election Notice is postmarked, if mailed.) If you do not make your first payment within those 45 days, you will lose all COBRA rights and continuation allowance under the Plan.

#### *Subsequent payments*

After you make your first payment for COBRA/continuation coverage, you will be required to make subsequent payments of the required premium for each additional month of coverage. Payment is due on the first day of each month. If you make a payment on or before its due date, your coverage under the Plan will continue for that coverage period without any break.

#### *Grace periods for subsequent payments*

Although subsequent payments are due by the first day of the month, you will be given a grace period of 30 days after the first day of the coverage period to make each monthly payment. Your COBRA/continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. However, if your payment is received after the due date, your coverage under the Plan may be suspended during this time. Any providers who contact the Plan to confirm coverage during this time may be informed that coverage has been suspended. If payment is received before the end of the grace period, your coverage will be reinstated back to the beginning of the coverage period. This means that any claim you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your coverage is reinstated. If you fail to make a payment before the end of the grace period for that coverage period, you will lose all rights to COBRA/continuation coverage under the Plan.

### **You Must Give Notice of Certain Qualifying Events**

If you or your Dependent(s) experience one of the following qualifying events, you must notify the your employer within 60 calendar days after the later of the date the qualifying event occurs or the date coverage would cease as a result of the qualifying event:

- Your divorce or legal separation; or
- Your child ceases to qualify as a Dependent under the Plan.

The occurrence of a secondary qualifying event is discussed under “Secondary Qualifying Events” above (this notice must be received prior to the end of the initial 18- or 29-month COBRA period). (Also refer to the section titled “Disability Extension” for additional notice requirements.)

Notice must be made in writing and must include: the name of the Plan, name and address of the Member covered under the Plan, name and address(es) of the qualified beneficiaries affected by the qualifying event; the qualifying event; the date the qualifying event occurred; and supporting documentation (e.g., divorce decree, birth certificate, disability determination, etc.).

### **Newly Acquired Dependents**

If you acquire a new Dependent through marriage, partnership, birth, adoption or placement for adoption while your coverage is being continued, you may cover such Dependent under your COBRA/continuation coverage. However, only your newborn or adopted Dependent child is a qualified beneficiary and may continue COBRA/continuation coverage for the remainder of the coverage period following your early termination of COBRA/continuation coverage or due to a secondary qualifying event. COBRA/continuation coverage for your Dependent spouse and any Dependent children who are not your children (e.g., stepchildren or grandchildren) will cease on the date your COBRA coverage ceases and they are not eligible for a secondary qualifying event.

### **COBRA Continuation for Retirees Following Employer’s or Trust’s Bankruptcy**

If you are covered as a retiree, and a proceeding in bankruptcy is filed with respect to your employer or the Trust under Title 11 of the United States Code, you may be entitled to COBRA continuation coverage. If the bankruptcy results in a loss of coverage for you, your Dependents or your surviving spouse within one year before or after such proceeding, you and your covered Dependents will become COBRA qualified beneficiaries with respect to the bankruptcy. You will be entitled to COBRA continuation coverage until your death. Your surviving spouse and covered Dependent children will be entitled to COBRA continuation coverage for up to 36 months following your death. However, COBRA continuation coverage will cease upon the occurrence of any of the events listed under “Termination of COBRA Continuation” above.

### **Health Coverage Tax Credit (“HCTC”)**

The Trade Act of 2002 created a new tax credit for certain individuals who become eligible for trade adjustment assistance and for certain retired Members who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC) (eligible individuals). The Trade Adjustment Assistance Extension Act of 2011 increased the amount of the HCTC, expanded those eligible to receive it, and extended the COBRA coverage. Eligible individuals can either take a tax credit or get advance payment of 72.5% of premiums paid for qualified health insurance, including continuation coverage. If you have questions about these tax provisions, you may call the Health Coverage Tax Credit Customer Contact Center toll-free at 1-866-628-4282. TDD/TYY callers may call toll-free at 1-866-626-4282. More information about the HCTC is also available at [www.irs.gov](http://www.irs.gov) by entering the keyword “HCTC”. In addition, if you initially declined COBRA continuation coverage and, within 60 days after your loss of coverage under the Plan, you are deemed eligible by the U.S. Department of Labor or a state labor agency for trade adjustment assistance (TAA) benefits and the tax credit, you may be eligible for a special 60 day COBRA election period. The special election period begins on the first day of the month that you become TAA-eligible. If you elect COBRA coverage during this special election period, COBRA coverage will be effective on the first day of the special election period and will continue for 18 months, unless you experience one of the events discussed under “Termination of COBRA Continuation” above. Coverage will not be retroactive to the initial loss of coverage. If you receive a determination that you are TAA-eligible, you must notify your employer immediately.

### **Interaction With Other Continuation Benefits**

You may be eligible for other continuation benefits under state law. Refer to the Termination section for any other continuation benefits.

## COVERED SERVICES

This section describes Covered Services available under your health care benefits when provided by an In-Network Provider or as authorized by Us. Covered Services and supplies are only benefits if they are Medically Necessary or preventive, not otherwise excluded under this Benefits Booklet as determined by Us and obtained in the manner required by this Benefits Booklet. You must obtain care by or through your PCP or another In-Network Provider to be a Covered Service except as provided by this Benefits Booklet. Additionally, all services must be standard medical practice where they are received for the illness, injury or condition being treated, and must be legal in the United States. The fact that a Provider may prescribe, order, recommend or approve a service, treatment or supply does not make it Medically Necessary or a Covered Service and does not guarantee payment by Us.

A PCP provides you with basic health services and other medical services. Sometimes the PCP determines that it is necessary, or you request, to see a Specialist or other Provider.

If you use an Out-of-Network Provider, your claim will be denied unless services were for Emergency or Urgent care, or preauthorized by Us.

In administering this Plan on behalf of the Plan, We base our decisions about Preauthorization, Medical Necessity, Experimental/Investigational services and procedures, and new technology on medical policy We develop. We will also consider published peer-reviewed medical literature, opinions of experts and the recommendations of nationally recognized public and private organizations that review the medical effectiveness of health care services and technology.

All Covered Services are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet. All Covered Services are subject to the other conditions and limitations of this Benefits Booklet.

### Preventive Care Services

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Preventive Care services include Outpatient services and Physician Office services, including but not limited to the Patient Protection and Affordable Care Act (PPACA), and are to become effective in accordance with those laws. Screenings and other services are covered as Preventive Care for adults and children with no current symptoms or prior history of a medical condition associated with that screening or service.

Members who have current symptoms or have been diagnosed with a medical condition are not considered to require Preventive Care for that condition but instead benefits will be considered under the Physician Office Services or Diagnostic Services benefits.

Preventive Care Services in this section shall meet requirements as determined by federal and state law, including but not limited to the Patient Protection and Affordable Care Act (PPACA), and are to become effective in accordance with those laws. Many preventive care services are covered by this Benefits Booklet with no Copayment when provided by an In-Network Provider. That means that We pay 100% of the Maximum Allowed Amount. These services fall under four broad categories as shown below:

1. Services with an "A" or "B" rating from the United States Preventive Services Task Force. Examples of these services are screenings for:
  - Breast cancer;
  - Cervical cancer;
  - Colorectal cancer;
  - High Blood Pressure
  - Type 2 Diabetes Mellitus;
  - Cholesterol;
  - Child and Adult Obesity.
2. Routine shots, including flu shots, for children, adolescents, and adults recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
3. Preventive care and screenings for children, adolescents, and adults as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration. This includes Child Health Supervision Services.



4. Other preventive care and screening for women are also covered based on the guidelines from by the Health Resources and Services Administration , including the following:
- a. Women’s contraceptives, sterilization procedures, and counseling. This includes Generic Drugs for birth control as well as injectable contraceptives and patches. Contraceptive devices such as diaphragms, intrauterine devices (IUDs), and implants are also covered. You must get covered contraceptives from an In-Network pharmacy or participating Provider; if you don’t they will not be covered. Multi-Source Drugs will be covered under the Retail Pharmacy/Mail Order Prescription Drugs below.
  - b. Breastfeeding support, supplies, and counseling. Benefits for breast pumps are limited to one pump per pregnancy.
  - c. Gestational diabetes screening.

Additional women’s Preventive Care Services include well-woman visits, HPV testing, counseling for sexually transmitted infections, counseling and screening for HIV, and counseling and screening for interpersonal and domestic violence.

You may call member services using the number on your Health Benefit ID card for additional information about these services. You may also view the following federal websites,

<http://www.healthcare.gov/center/regulations/prevention.html> ;

<http://www.ahrq.gov/clinic/uspstfix.html> ; and

<http://www.cdc.gov/vaccines/acip/index.html>

**Covered Services also include the following services:**

- Routine screening mammogram;
- Routine cytologic screening (pap test);
- Routine prostate specific antigen (PSA) blood test and digital rectal examination;
- Colorectal cancer examination, including colonoscopies and related laboratory tests;
- Routine PKU tests for newborns;
- Cholesterol screening for lipid disorders;
- Tobacco use screening of adults and tobacco cessation interventions by your Provider;
- Alcohol misuse screening and behavioral counseling interventions for adults by your Provider;
- Annual medical diabetes eye exams, or in accordance with the frequency determined by your Provider;
- Flu shot when received from your Provider’s office. If it’s more convenient to get your flu shot at a flu shot clinic, you may be eligible for reimbursement of some or all of your out of pocket costs. Reimbursement for one flu shot per Benefit Period, or as determined by Us, may be available at locations such as a flu shot clinic location. Examples of locations that may provide flu shots and may be considered flu shot clinics include your local pharmacy, your place of employment, a grocery store, Wal-Mart, Walgreens or Costco. There may be additional flu shot clinic locations available to you. The claim form you need to submit for reimbursement and the reimbursement amount is available on Our website at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) or you can call Our member services department. This annual reimbursement is subject to change. Your cost for a flu shot otherwise paid for in full or in part by another party, is not eligible for reimbursement.

Coverage for benefits in this section shall meet or exceed those required by applicable insurance law, which may change from time to time.

### **Infertility Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Benefits include Inpatient Services, Outpatient Services, and Physician Office Services for the diagnosis of infertility. Covered Services include diagnostic and exploratory procedures of an underlying medical condition up to the point an infertility condition is diagnosed. In addition once the infertility diagnosis has been determined, treatment is limited to

those conditions requiring surgical treatment for correction (e.g., opening an obstructed fallopian tube, epididymis, or vas deferens).

## Maternity Services and Newborn Care

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Maternity Services include Inpatient Services, Outpatient Services and Physician Office Services for normal pregnancy, one routine Ultrasound, complications of pregnancy, miscarriage, and ordinary routine nursery care for a well newborn, in addition to all Medically Necessary care and treatment of injury and sickness, including medically diagnosed Congenital Defects and Birth Abnormalities for covered newborns.

Coverage for the Inpatient postpartum stay for the mother and the newborn child in a Hospital will be, at a minimum, 48 hours for a vaginal delivery and 96 hours for a cesarean section. It will be for the length of stay recommended by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists in their Guidelines for Perinatal Care. If the delivery occurs between 8:00 p.m. and 8:00 a.m., and the 48 or 96 hours have passed, coverage will continue until 8:00 a.m. on the morning following 48 or 96 hours timeframe.

The length of stay shorter than the minimum period of 48 or 96 hours may be allowed if the attending Physician or the Certified Nurse Midwife, with the agreement of the mother, determines further Inpatient postpartum care is not necessary for the mother or newborn child, provided the following criteria are met:

- In the opinion of the attending Physician, the newborn child meets the criteria for medical stability in the Guidelines for Perinatal Care prepared by the American Academy of Pediatrics and the American College of Obstetricians and Gynecologists that determine the appropriate length of stay based on evaluation of:
  - the antepartum, intrapartum, and postpartum course of the mother and newborn infant;
  - the gestational stage, birth weight, and clinical condition of the newborn infant;
  - the demonstrated ability of the mother to care for the infant after discharge; and
  - the availability of post discharge follow-up to verify the condition of the infant after discharge.

**At-home post-delivery follow-up care visits** are covered for you at your residence by a Physician, Nurse or Certified Nurse Midwife when performed no later than seventy-two (72) hours following your and your newborn child's discharge from the Hospital. Coverage for this visit includes, but is not limited to:

- Parent education;
- Physical assessments;
- Assessment of the home support system;
- Assistance and training in breast or bottle feeding; and
- Performance of any maternal or neonatal tests routinely performed during the usual course of Inpatient care for the mother or newborn child, including the collection of an adequate sample for the hereditary disease and metabolic newborn screening.

At the mother's discretion, this visit may occur at the Physician's office.

We pay for Covered Services from a Provider for therapeutic termination of pregnancy. Covered Services are provided only to the extent necessary to prevent the death of the mother or unborn child.

## Diabetes Management Services

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Diabetes Self-Management Training including medical nutrition therapy is covered for an individual with insulin-dependent diabetes, non-insulin dependent diabetes, or elevated blood glucose levels induced by pregnancy or another medical condition when:

- Ordered in writing by a Physician; and
- Provided by a Health Care Professional who is certified, registered or licensed with expertise in diabetes.

A diabetes education session must be provided by a Health Care Professional in an Outpatient facility or in a Physician's office.

Screenings for gestational diabetes are covered under the **PREVENTIVE CARE SERVICES** section of this Benefits Booklet.

More details on how diabetic supplies, equipment, injectable insulin and diabetic medication are covered can be found in the **MEDICAL SUPPLIES, DURABLE MEDICAL EQUIPMENT, AND APPLIANCES** section and the **RETAIL PHARMACY/MAIL ORDER PRESCRIPTION DRUGS** section of this Benefits Booklet.

### **Physician Office Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Physician office services do not include care related to Maternity Services, Emergency and Urgent Care or Mental Health and Substance Abuse Services, except as specified.

Covered Physician office services include visits for medical care, including birth control, consultations and second opinions to: examine, diagnose and treat an illness or injury performed in the Physician's office. Office visits also include allergy injections and allergy serum, allergy testing and non-urgent or non-emergency care. Office visits may include administration of injections. See the section under **PRESCRIPTION DRUGS ADMINISTERED BY A MEDICAL PROVIDER** for more information on prescription drugs administered in the office.

**Diagnostic Services** include services that are required to diagnose or monitor a symptom, disease or condition. (Refer to the **DIAGNOSTIC SERVICES** section).

**Surgery** and Surgical services include Anesthesia and supplies. The surgical fee includes normal post-operative care. (Refer to the **SURGICAL SERVICES** section).

**Therapy Services** include services for Physical Medicine Therapies and Other Therapies when rendered in the office of a Physician or other Professional Provider. (Refer to the **THERAPY SERVICES** section).

Such services, even when performed in a Physician's office, will not always be included in, or covered as, an office visit and additional Copayment or benefit restrictions may apply.

### **Inpatient Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Inpatient Services do not include care related to Maternity Services and Mental Health and Substance Abuse Services, except as specified.

#### **Inpatient Services include:**

- Charges from a Hospital, Skilled Nursing Care Facility (SNF) or other Provider for room expenses, board and general nursing services;
- Ancillary Services; and
- Professional services from a Physician while an Inpatient in an Inpatient setting.

#### **Room, Board and General Nursing Services include:**

- A room with two or more beds;
- A private room, however the allowance is the Provider's average semi-private room rate unless it is Medically Necessary that you occupy a private room for isolation and no isolation facilities are available; and
- A room in a Special Care Unit approved by Us. The Special Care Unit must have facilities, equipment and supportive services for intensive care of critically ill patients.

#### **Ancillary Services include:**

- Operating, delivery and treatment rooms and equipment;
- Prescribed drugs administered as part of the Inpatient admission;
- Medical and surgical dressings, supplies, casts and splints;

- Diagnostic Services;
- Therapy Services; and
- Charges for processing, transportation, handling and administration of blood. Charges for blood, blood plasma and blood products unless received from a community source.

**Professional Services include:**

- Medical care visits limited to one visit per day by any one Professional Provider;
- Intensive medical care for constant attendance and treatment when your condition requires it for a prolonged time;
- Concurrent care for a medical condition by a Professional Provider who is not your surgeon while you are in the Hospital for Surgery: care by two or more Professional Provider during one Hospital stay when the nature or severity of your condition requires the skills of separate Physicians;
- Consultation that is a personal bedside examination by another Professional Provider when requested by the Professional Provider. Staff Consultations required by Hospital rules are excluded;
- Surgery Services, including Reconstructive Surgery;
- Anesthesia, anesthesia supplies and services; and
- Newborn examinations by a Physician other than the Physician who performed the obstetrical delivery.

**Skilled Nursing Care Facility (SNF)**

When We preauthorize skilled nursing care, benefits are available up to a maximum number of days per Benefit Period as listed on the *Summary of Benefits and Coverage* or until Maximum Medical Improvement is achieved as determined by Us, whichever is earlier. Preauthorization by Us for admission and for continued stay is required. Benefits are for charges from a Skilled Nursing Care Facility for room, board and general nursing services, ancillary (related) services, and services from a Doctor while you are in the Facility. See the **MANAGED CARE FEATURES** heading in the **ABOUT YOUR HEALTH COVERAGE** section for information on Preauthorization guidelines.

**Inpatient Rehabilitation Therapy**

Inpatient medical rehabilitation therapy benefits for medically necessary care for the primary purpose of restoring and/or improving lost functions following an injury or illness, must be preauthorized and are limited to Maximum Medical Improvement as determined by Us. Inpatient rehabilitation therapy may be received at an Acute Rehabilitation Facility, Skilled Nursing Care Facility, Long Term Acute Care Facility or a Sub-Acute Facility. In this Benefits Booklet We refer to three types of inpatient rehabilitation therapy: Acute Rehabilitation Therapy, Chronic Rehabilitation Therapy and Sub-Acute Rehabilitation Therapy. Preauthorization by Us for admission and for continued stay is required. See the **MANAGED CARE FEATURES** heading in the **ABOUT YOUR HEALTH COVERAGE** section for information on Preauthorization guidelines.

**Copayment Waiver**

When a Member is transferred from one Hospital or other Facility Provider to another Hospital or other Facility Provider on the same day, any Copayment per admission is waived for the second admission.

**Outpatient Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Outpatient Services include both Facility and Professional Provider charges when rendered to you as an Outpatient at a Hospital, Alternative Care Facility or other Facility Provider as determined by Us. Outpatient Services do not include care that is related to Maternity Services and Mental Health and Substance Abuse Services, except as otherwise specified. Professional charges only include services billed by a Physician or other Professional Provider. See the section under **PRESCRIPTION DRUGS ADMINISTERED BY A MEDICAL PROVIDER** for more information on prescription drugs administered as part of an Outpatient service.

The services covered for Inpatient Services are also covered for Outpatient Services, except for room, board and general nursing services.

Outpatient Services may include administration of injections.

For Emergency Care or Urgent Care, refer to the **EMERGENCY CARE AND URGENT CARE** section of this Benefits Booklet.

For dental services refer to the **DENTAL RELATED SERVICES** section of this Benefits Booklet.

## Diagnostic Services

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Coverage for Diagnostic Services when provided as part of Preventive Care Services, Physician Office Services, Infertility Services, Inpatient Services, Outpatient Services, Home Care Services, Hospice Services, Emergency Care and Urgent Care include the following:

- X-ray and other radiology services;
- Laboratory and pathology services;
- Cardiographic, encephalographic and radioisotope tests;
- Ultrasound services;
- Allergy tests;
- Hearing tests, unless related to an examination for prescribing or fitting of a hearing aid, except as required by applicable law;
- Genetic testing when allowed by HMO Colorado's medical policy;
- Ultrafast CT scans when Preauthorized and allowed by Our medical policy.

## Surgical Services

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Coverage for Surgical Services when provided as part of Physician Office Services, Inpatient Services or Outpatient Services is limited to the following:

- Performance of generally accepted operative and other invasive procedures;
- The correction of fractures and dislocations;
- Sterilization services;
- Anesthesia and surgical assistance as determined by our medical policy. We do not pay for all surgical assistant procedures.
- Usual and related pre-operative and post-operative care;
- Other procedures as approved by Us; and
- Bariatric surgery for treatment of clinically severe obesity, as defined by the body mass index (BMI). Benefits for Bariatric surgery include coverage for needed pre-operative weight loss programs and services.

The surgical fee includes normal post-operative care.

**Note:** If you are receiving benefits for a covered mastectomy or for follow-up care in connection with a covered mastectomy and you elect breast reconstruction, you will also receive coverage for:

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

In addition to the above benefits, Covered Services for a mastectomy are also provided under other sections of this Benefits Booklet; see the **Physician Office Services, Inpatient Services, Outpatient Services, Therapy Services, and Medical Supplies, Durable Medical Equipment and Appliances** sections.

## Emergency Care and Urgent Care

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

It is important to know the difference between an Emergency and an Urgent Care situation.

### Emergency Care

Emergency Care services, that We determine meet the definition of Emergency Care, will always be covered, whether an In-Network Provider or an Out-of-Network Provider renders the care. For Emergency Care rendered by an Out-of-Network Provider you are not required to pay more than would have been required for services from an In-Network Provider. Emergency care is available twenty-four (24) hours a day, seven (7) days a week. Follow-up care is not considered Emergency Care.

This Plan covers Emergency services necessary to screen and Stabilize you without Preauthorization if a prudent person having average knowledge of health services and medicine and acting reasonably would have believed that an emergency medical condition or life or limb-threatening emergency existed. "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.

Whenever you are admitted as an Inpatient directly from a Hospital emergency room, the emergency room Copayment stated in dollars will be waived. For Inpatient admissions following Emergency Care, you should contact Us within 48 hours of admission or as soon as reasonably possible to obtain authorization for a specific length of stay. When We are contacted for Authorization, you will be notified of the number of days considered Medically Necessary for your diagnosis.

Care and treatment provided once you are Stabilized is not Emergency Care. Continuation of care from an Out-of-Network Provider beyond that needed to screen or Stabilize you in an Emergency will not be covered unless We authorize the continuation of care.

### Urgent Care

Often an Urgent rather than an Emergency medical problem exists. Urgent Care can be obtained from an In-Network or Out-of-Network Provider. If you experience an Accidental Injury or a medical problem, We will determine whether your injury or condition is an Urgent Care or Emergency Care situation for coverage purposes, based on your diagnosis and symptoms.

Urgent Care is care provided for individuals who require immediate medical attention but whose condition is not life-threatening (non-Emergency). Treatment of an Urgent Care medical problem is not an emergency and does not require use of an emergency room at a Hospital. If you call your Physician prior to receiving care for an urgent medical problem and you are advised to go to an emergency room, your care will be paid at the level specified for Urgent Care.

### Obtaining Emergency or Urgent Care

If you need Emergency Care or Urgent Care, even while you are outside Our Service Area, you are covered. Please follow the step-by-step instructions below to help ensure you receive coverage:

- Know the difference between an Emergency and an Urgent Care situation;
- If you are experiencing an Emergency, call 9-1-1 or go to the nearest Hospital. If you are experiencing an Urgent Care medical problem, go to an Urgent Care Center or your Physician's office. If there is not one nearby, then go to the Hospital;
- Call your PCP or Us within 48 hours or as soon as reasonably possible;
- Ask if the Hospital or Urgent Care Center contracts with the local Blue Cross and Blue Shield Plan. More than likely it does;
- If the Hospital or Urgent Care Center contracts with the local Blue Cross and Blue Shield Plan, show your Health Benefit ID Card to the Hospital staff or Physician. If it does not contract with the local Blue Cross and Blue Shield Plan, you will need to pay the bill and file a claim form with Us;
- If the Hospital or Urgent Care Center contracts with the local Blue Cross and Blue Shield Plan, the Hospital or Urgent Care Center will verify your eligibility and get your benefit information from a nationwide electronic data system;
- After you are treated, your claim is sent to Us. For covered services, you only have to pay your normal Copayments; and

- You may receive an Explanation of Benefits form.

### **Emergency and Urgent Care outside the country:**

- Go to the nearest health care facility;
- Call your PCP or Us within 48 hours or as soon as reasonably possible;
- Once your care is completed, you will need to pay the bill. (You may want to use a credit card. The credit card company will automatically transfer the foreign currency into American dollars for you.) Keep all your receipts;
- When you return home, call Us at the number on the back of your Health Benefit ID Card or visit [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) for a medical claim form;
- Fill out the claim form and submit it with your receipts to Our address on the form. (The amount submitted must be in American dollars); and
- You will be reimbursed based on the benefits of your Benefits Booklet.

### **Ambulance and Transportation Services**

Medically Necessary Ambulance and Emergency Ambulance services are Covered Services when one or more of the following criteria are met:

- You are transported by a state licensed vehicle that is designed, equipped, and used only to transport the sick and injured and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. This includes ground, water, fixed wing, and rotary wing air transportation.
- For ground Ambulance, you are taken:
  - From your home, the scene of an accident or medical Emergency to a Hospital;
  - Between Hospitals, including when We require you to move from an Out-of-Network Hospital to an In-Network Hospital;
  - Between a Hospital and a Skilled Nursing Facility or other approved Facility;
  - From a Hospital or Skilled Nursing Care Facility to your home.
- For air or water Ambulance, you are taken:
  - From the scene of an accident or medical Emergency to a Hospital;
  - Between Hospitals, including when We require you to move from an Out-of-Network Hospital to an In-Network Hospital;
  - Between a Hospital and an approved Facility.

Ambulance services are subject to Medical Necessity reviews by Us. When using an air Ambulance for non-Emergency transportation, We reserve the right to select the air Ambulance Provider. For non-Emergency services if you do not use the air Ambulance Provider We select, the Out-of-Network Provider may bill you for any charges that exceed the Our Maximum Allowed Amount. For Emergency Ambulance services from by an Out-of-Network Provider you do not need to pay any more than would have been paid for services from an In-Network Provider.

You must be taken to the nearest Facility that can give care for your condition. In certain cases We may approve benefits for transportation to a Facility that is not the nearest Facility.

Benefits also include Medically Necessary treatment of a sickness or injury by medical professionals from an Ambulance service, even if you are not taken to a Facility.

### **Important Notes on Air Ambulance Benefits**

Benefits are only available for air Ambulance when it is not appropriate to use a ground or water Ambulance. For example, if using a ground Ambulance would endanger your health and your medical condition requires a more rapid transport to a Facility than the ground or water Ambulance can provide, We will cover the air Ambulance. Air Ambulance will also be covered if you are in an area that a ground or water Ambulance cannot reach.

Air Ambulance will not be covered if you are taken to a Hospital that is not an acute care Hospital (such as a Skilled Nursing Facility), or if you are taken to a Doctor's office or your home.

### **Hospital to Hospital Transport**

If you are moving from one Hospital to another, air Ambulance will only be covered if using a ground Ambulance would endanger your health and if the Hospital that first treats cannot give you the medical services you need. Certain specialized services are not available at all Hospitals. For example, burn care, cardiac care, trauma care, and critical care are only available at certain Hospitals. To be covered, you must be taken to the closest Hospital that can treat you. **Coverage is not available for air Ambulance transfers simply because you, your family, or your Provider prefers a specific Hospital or Doctor.**

## **Therapy Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Coverage for Therapy Services when provided as part of Provider Office Services, Inpatient Services, Outpatient Services or Home Care Services are limited to the following:

### **Physical, Occupational and Speech Therapy**

From the Member's birth until the Member's sixth (6th) birthday, benefits are allowed up to the maximum visits listed on the *Summary of Benefits and Coverage*, or forty (40) visits each, whichever is greater, per Benefit Period for physical, speech and occupational therapies. Benefits are for the care and treatment of congenital defects and birth abnormalities for covered children without regard to whether the condition is acute or chronic and without regard to whether the purpose of the therapy is to maintain or improve functional capacity. The level of benefits between the third (3rd) birthday and the sixth (6th) birthday shall exceed the limit of forty (40) visits for each therapy if such therapy is indicated in a Member's Treatment Plan for Autism Spectrum Disorders and is determined by Us to be Medically Necessary.

From the Member's birth until the Member's third (3rd) birthday, these services shall be provided only where and only to the extent required by applicable law.

For all other Members (e.g. those six (6) and older, or who do not qualify for the benefits above), benefits are provided only if the physical, speech or occupational therapy will result in a practical improvement in the level of functioning within a reasonable period of time and the physical, speech or occupational therapy must be Medically Necessary. Benefits for physical, speech or occupational therapy are allowed up to the maximum visits as listed on the *Summary of Benefits and Coverage*.

- **Physical Therapy** including treatment by physical means, hydrotherapy, heat or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function and to prevent disability following illness, injury or loss of a body part, or as a result of a Congenital Defect or Birth Abnormality.
- **Speech Therapy** for the correction of a speech impairment resulting from illness, injury, surgery or as a result of a Congenital Defect or Birth Abnormality as determined by HMO Colorado's medical policy.
  - **Cleft Palate or Cleft Lip.** For a cleft palate or cleft lip condition, Speech Therapy benefits are unlimited, as long as Medical Necessity has been demonstrated. Such Speech Therapy visits reduce the maximum visits but are not limited to the maximum visits. Additional services for cleft palate or cleft lip can be found under the **DENTAL RELATED SERVICES** section of this Benefits Booklet.
- **Occupational Therapy** for the treatment of a person with physical disabilities or as a result of a Congenital Defect or Birth Abnormality. By means of constructive activities, occupational therapy is designed and adapted to promote the restoration of the person's ability to satisfactorily accomplish the ordinary tasks of daily living. It also includes tasks required by the person's particular occupational role.
- **Osteopathic Manipulative Therapy** services to correct by manual or mechanical means structural imbalance or subluxation to remove nerve interference from or related to distortion, misalignment or subluxation of or in the vertebral column. Manipulations whether performed and billed as the only procedure or manipulations performed in conjunction with an exam and billed as an office visit.

### **Other Therapy Services**

- **Cardiac rehabilitation** to restore an individual's functional status after a cardiac event. Benefits are allowed at a facility for exercise and education under the direct supervision of skilled program personnel in an intensive outpatient rehabilitation program. Up to 36 visits per cardiac event are allowed based on Our Medical Policy.



- **Chemotherapy** for the treatment of disease by chemical or biological antineoplastic agents. Chemotherapy services are available through the Provider's office and are subject to the Specialist copayment. See this section under **PRESCRIPTION DRUGS ADMINISTERED BY A MEDICAL PROVIDER** for more information on prescription drugs administered as part of a chemotherapy visit.
- **Dialysis** treatments of an acute or chronic kidney ailment which may include the supportive use of an artificial kidney machine.
- **Radiation Therapy** for the treatment of disease by x-ray, radium or radioactive isotopes.
- **Inhalation Therapy** for the treatment of a condition by the administration of medicines, water vapors, gases, or anesthetics by inhalation.

## **Autism Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Covered Services are provided for the assessment, diagnosis, and treatment of Autism Spectrum Disorders (ASD) for a covered Dependent child. The following treatments will not be considered Experimental or Investigational and will be considered appropriate, effective, or efficient for the treatment of Autism Spectrum Disorders where We determine such services are Medically Necessary:

- a) Evaluation and assessment services;
- b) Behavior training and behavior management and applied behavior analysis, including but not limited to consultations, direct care, supervision, or treatment, or any combination thereof, for autism spectrum disorders provided by autism services providers;
- c) Habilitative or rehabilitative care, including, but not limited to, occupational therapy, physical therapy, or speech therapy, or any combination of those therapies;
- d) Prescription Drugs, if covered under this Benefits Booklet;
- e) Psychiatric Care;
- f) Psychological Care, including family counseling; and
- g) Therapeutic Care.

Treatment for Autism Spectrum Disorders must be prescribed or ordered by a licensed physician or licensed psychologist, and services must be provided by a Provider covered under this plan and licensed to provide those services. However, behavior training, behavior management, or applied behavior analysis services (whether provided directly or as part of therapeutic care), must be provided by an Autism Services Provider. Coverage of Autism Spectrum Disorders in this section is in addition to coverage provided for early intervention and congenital defects and birth abnormalities. Autism services and the autism Treatment Plan are subject to Utilization Review.

## **Chiropractic Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

To obtain Chiropractic Services, you must contact Our chiropractic Subcontractor before you receive services. If you do not contact Our chiropractic Subcontractor, services are not covered. If you receive services from a Provider other than a Provider designated by Our chiropractic Subcontractor, services will be considered Out-of-Network and are not covered. You may self-refer for the initial evaluation (1 visit), after that Preauthorization is required for subsequent visits. To obtain Preauthorization, your In-network chiropractic Provider must call Our chiropractic Subcontractor for determination of Medical Necessity and appropriate treatment. Your treatment may be reviewed at periodic intervals to determine if services continue to be Medically Necessary.

Coverage for Chiropractic Services when provided as part of office services includes limited office visits with manual manipulation of the spine, x-ray of the spine and physical therapy modalities and procedures. If you visit a chiropractor more than once in a single day, each such visit will be counted as one visit. Services must be for the treatment of a neuromusculoskeletal condition and must begin within six months from the date on which the condition first occurred. Refer to the **DIAGNOSTIC SERVICES** section for radiology services received outside of the chiropractor's office.

## **Physical Medicine and Rehabilitation Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Covered Services are Inpatient Services for Physical Medical and Rehabilitation services through a structured therapeutic program of an intensity that requires a multi-disciplinary coordinated team approach to upgrade the patient's ability to function as independently as possible. This includes skilled rehabilitative nursing care, Physical Therapy, Occupational Therapy, Speech Therapy and services of a social worker or psychologist. The goal is to obtain practical improvement in a reasonable length of time in the appropriate setting.

The variety and intensity of treatments required is the major differentiation from an admission primarily for Physical Therapy.

## Home Care/Home IV Therapy Services

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Services performed by a Home Health Agency or other Provider in your residence.

Services must be provided on a part-time visiting basis according to a course of treatment. Covered Services include the following:

- Intermittent Skilled Nursing Services (by an R.N. or L.P.N.);
- Medical/social services;
- Diagnostic Services;
- Nutritional guidance;
- Certified Nurse Aide services under the supervision of an R.N. or a therapist qualified with professional nursing services;
- Therapy Services (not subject to the therapy limits listed on the *Summary of Benefits and Coverage* when provided by a Home Care Agency);
- Medical and Surgical Supplies;
- Durable Medical Equipment; and
- Prescription Drugs (only if provided and billed by a Home Health Care Agency).

### Home IV Therapy

Home IV therapy is covered and includes a combination of nursing, Durable Medical Equipment and IV pharmaceutical services that are delivered and/or administered intravenously in the home. Home IV Therapy includes services and supplies such as for Total Parenteral Nutrition (TPN), Antibiotic therapy, pain management and Chemotherapy. TPN received in the home is a covered benefit for the first 21 days following a Hospital discharge when it is determined to be Medically Necessary. Additional days may be allowed up to a maximum of 42 days per Benefit Period when preauthorized by Us. See this section under **PRESCRIPTION DRUGS ADMINISTERED BY A MEDICAL PROVIDER** for more information on prescription drugs administered for more information.

## Medical Foods

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Benefits are provided for medical foods for home use for metabolic disorders, which may be taken orally or enterally. A Provider must have prescribed the medical foods that are designed and manufactured for inherited enzymatic disorders involved in the metabolism of amino, organic, and fatty acids. Such disorders include phenylketonuria, maternal phenylketonuria, maple syrup urine disease, tyrosinemia, homocystinuria, histidinemia, urea cycle disorders, hyperlysinemia, glutaric acidemias, methylmalonic acidemia and propionic acidemia. The maximum age to receive benefits for phenylketonuria is 21 years of age, except the maximum age to receive benefits for phenylketonuria for women who are of child-bearing age is 35 years of age. This benefit does not include enteral nutrition therapy or medical foods for Members with cystic fibrosis or lactose- or soy- intolerance.

All covered medical foods must be obtained through an In-Network Pharmacy and are subject to the Pharmacy payment requirements.

## Hospice Care Services

The services and supplies listed below are Covered Services when given by a Hospice for the palliative care of pain and other symptoms that are part of a terminal disease. Palliative care means care that controls pain and relieves symptoms, but is not meant to cure a terminal illness. Hospice care includes routine home care, constant home care, inpatient Hospice and inpatient respite. Covered Services include:

- Care from an interdisciplinary team with the development and maintenance of an appropriate plan of care;
- Short-term Inpatient Hospital care when needed in periods of crisis or as respite care;
- Skilled nursing services, home health aide services, and homemaker services given by or under the supervision of a registered nurse;
- Doctor services and diagnostic testing;
- Social services and counseling services from a licensed social worker;
- Nutritional support such as intravenous feeding and feeding tubes and nutritional counseling;
- Physical therapy, occupational therapy, speech therapy, and respiratory therapy given by a licensed therapist;
- Pharmaceuticals, medical equipment, and supplies needed for the palliative care of your condition, including oxygen and related respiratory therapy supplies;
- Prosthetics and orthopedic appliances;
- Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the Member's death. Bereavement services are available to the patient/family consisting of those individuals who are closely linked to the patient, including the immediate family, the primary or designated care giver and individuals with significant personal ties; and
- Transportation.

Your Doctor and Hospice medical director must certify that you are terminally ill and likely have less than six months to live. Your Doctor must agree to care by the Hospice and must be consulted in the development of the care plan. The Hospice must keep a written care plan on file and give it to Us upon request.

Benefits for Covered Services beyond those listed above, such as chemotherapy and radiation therapy given as palliative care, are available to a Member in Hospice. These additional Covered Services will be covered under other parts of this Booklet. Any care you get that has to do with an unrelated illness or medical condition will be subject to the provisions of this plan that deals with that illness.

## Human Organ and Tissue Transplant Services

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

The human organ and bone marrow/stem cell transplant and transfusion services, benefits or requirements do not apply to the following Covered Services, except for the travel benefits listed in this section:

- Kidney;
- Cornea;
- Any Covered Services related to a Covered Transplant Procedure received prior to or after the transplant benefit period. Note: the harvest and storage of bone marrow/stem cells is included in the Covered Transplant Procedure benefit regardless of the date of service.

The above Covered Services are paid as Physician Office Services, Inpatient Services and Outpatient Services, depending on where the service is performed. Benefits are excluded for transportation, lodging and meals for those services listed above.

Benefits for Human Organ and Tissue Transplants are covered when provided as part of Physician Office Services, Inpatient Services, and Outpatient Services.

This Plan shall reimburse for covered benefits for Medically Necessary Human Organ and Tissue Transplant services only when We have Preauthorized the services. Benefits include coverage for necessary acquisition procedures, harvest and storage, and including Medically Necessary preparatory myeloablative therapy. Covered Transplant Procedures include treatment of breast cancer by high-dose chemotherapy with autologous bone marrow transplantation.

We must designate and approve the Hospital performing the specific Covered Services provided under this benefit. Please note, not every designated Hospital performs each of the specified Covered Services. Even if a Hospital is an In-Network Provider for other Covered Services, it may not be an approved Hospital for Human Organ and Tissue Transplants.

### **In-Network Transplant Provider**

An In-Network Transplant Provider is a provider that We have chosen as a “Center of Excellence” and/or a Provider selected to take part as an In-Network transplant Provider by a designee. The Provider has entered into a transplant Provider agreement to give covered transplant procedures and certain administrative duties for the transplant network. A Provider may be an In-Network transplant Provider for:

- Certain covered transplant procedures; or
- All covered transplant procedures.

### **Prior Approval and Preauthorization**

**To maximize your benefits, your provider should call Our transplant department as soon as you think you may need a transplant to talk about your benefit options. You must do this before you have an evaluation and/or work-up for a transplant.** We will help you to maximize your benefits by giving coverage information, including details on what is covered and if any clinical coverage guidelines, medical policies, In-Network transplant rules, or exclusions apply. Call the member services phone number on the back of your Health Benefit ID Card and ask for the transplant coordinator. Even if We give a prior approval for the covered transplant procedure, you or your Provider must call Our transplant department for Preauthorization prior to the transplant whether this is performed in an inpatient or outpatient setting.

Preauthorization is required before We will cover benefits for a transplant. Your Doctor must certify, and We must agree, that the transplant is Medically Necessary. Your Doctor should submit a written request for Preauthorization to Us as soon as possible to start this process. Not getting Preauthorization will result in a denial of benefits.

Please note that there are cases where your Provider asks for approval for human leukocyte antigen (HLA) testing, donor searches and/or a harvest and storage of stem cells prior to the final decision as to what transplant procedure will be needed. In these cases, the HLA testing and donor search charges will be covered as routine diagnostic testing. The harvest and storage request will be reviewed for Medical Necessity and may be approved. However, such an approval for HLA testing, donor search and/or harvest and storage is not an approval for the later transplant. A separate Medical Necessity decision will be needed for the transplant.

You can contact the transplant case manager for information for the Human Organ and Tissue Transplant Covered Services available under this Benefits Booklet.

We and the approved Hospital must determine if you are a candidate for any of the Covered Services specified in this section of this Benefits Booklet.

Covered Transplant Procedures are defined as any of the following Human Organ and Tissue Transplants or procedures:

- Heart;
- Lung (single or double);
- Heart-Lung;
- Kidney-Pancreas;
- Pancreas;
- Liver;
- Peripheral Stem Cell (i.e. bone marrow);
- Small bowel; and
- Multivisceral (covers more than one organ).

We may amend the above covered transplant services list to include additional organ or tissue transplants or combinations of transplants based on our medical policy.

If you are now eligible, or anticipate receiving eligibility for Medicare benefits, you are solely responsible for contacting Medicare to determine if the transplant will be eligible for Medicare benefits.

Only those Human Organ and Tissue Transplants and directly related procedures specified in this section are Covered Services under this benefit. Benefits will only be provided for Covered Services and supplies furnished to the transplant recipient starting one day prior to a Covered Transplant Procedure and continuing at the applicable case rate/global time period. The number of days will vary depending on the type of transplant received and the In-Network Provider agreement. At the end of this case rate/global time period benefits are provided under the **PHYSICIAN OFFICE SERVICES, INPATIENT SERVICES** and **OUTPATIENT SERVICES** sections, depending on where the service is performed and are not subject to the terms of this **HUMAN ORGAN AND TISSUE TRANSPLANT SERVICES** section of this Benefits Booklet.

### Other Covered Services

- Provider requested HLA testing, donor searches and/or a harvest or storage of stem cells prior to the final determination as to what transplant procedure will be requested. Under these circumstances, the HLA testing and donor search charges are covered as Diagnostic Services. See the **DIAGNOSTIC SERVICES** section for more information. If coverage is provided for HLA testing, donor searches and/or a harvest and storage it is not an approval for the subsequent requested transplant. A separate Medical Necessity determination will be made to the transplant procedure.
- Immunosuppressant drugs prescribed for Outpatient use in connection with a covered Human Organ and Tissue Transplant that are dispensed only by written prescription and that are approved for general use by the Food and Drug Administration.
- We will cover the cost of reasonable and necessary travel costs when you get prior approval and need to travel more than 75 miles from your permanent home to reach the Facility where the covered transplant procedure will be performed. Our help with travel costs includes transportation to and from the Facility, and lodging for the patient and one companion. If the Member receiving care is a minor, then reasonable and necessary costs for transportation and lodging may be allowed for two companions. You must send itemized receipts for transportation and lodging costs in a form satisfactory to Us when claims are filed. Call Us for detailed information.
- Transportation of the donor organ or tissue.
- Evaluation and surgical removal of the donor organ or tissue and related supplies.

As used in this section, the term donor means a person who furnishes organ tissue for transplantation. If a Human Organ or Tissue Transplant is provided from a donor to a transplant recipient, the following apply:

- When both the recipient and the donor are Our Members, each is entitled to the Covered Services specified in this section of this Benefits Booklet.
- When only the recipient is a Member, both the donor and the recipient are entitled to the Covered Services specified in this section of this Benefits Booklet.
- The donor benefits are limited to those not provided or available to the donor from any other source. This includes, but is not limited to, other insurance coverage, grants, foundations, government programs, etc.
- If the donor is Our Member, and the recipient is not covered by Us, benefits will not be provided for the donor.
- If the donor is Our Member, and the recipient is not covered by Us, benefits will not be provided for the recipient.

Coverage includes Covered Services related to the live donor and/or donated organ or tissue, such as Hospital, surgical, medical, storage and transportation costs (including complications from the donor procedure for up to 6 weeks from the date of procurement).

Benefits are provided for unrelated donor searches for bone marrow/stem cell transplants for the members for a Covered Transplant Procedure.

No benefits will be provided for procurement of a donor organ or organ tissue that is not used in a covered Transplant procedure, unless the transplant is cancelled due to the Member's medical condition or death and the organ cannot be transplanted to another person.

Only those Human Organ and Tissue Transplants and directly related procedures specified in this section are Covered Services under this benefit. Benefits will only be provided for Covered Services and supplies furnished to the transplant recipient during the period beginning five (5) days before the covered Human Organ and Tissue Transplant procedure and ending three hundred sixty-five (365) days after the covered transplant procedure is performed.

## **Medical Supplies, Durable Medical Equipment and Appliances**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

The supplies, equipment and appliances described below are covered under this benefit. If the Medical Supply, equipment and/or appliance includes comfort, luxury or convenience items, the amount of benefits allowed is based on the Maximum Allowed Amount for the eligible standard item. Any expense that exceeds the Maximum Allowed Amount for the standard item is your responsibility.

### **Medical and Surgical Supplies**

Covered Services include:

- Syringes, needles, oxygen, surgical dressings, splints and other similar items that serve only a medical purpose.

### **Durable Medical Equipment/Oxygen**

Covered Services include:

- The rental (or, at Our option, the purchase) of Durable Medical Equipment prescribed by a Physician or other Provider. Rental costs must not be more than the purchase price. This equipment must serve only a medical purpose and be able to withstand repeated use. Repair of medical equipment is covered;
- Oxygen and the rental of the equipment needed to administer oxygen (one stationary and one portable unit per member) are covered;
- Colostomy and ostomy supplies are also covered;
- Breast prostheses and two surgical brassieres each Benefit Period while the member is covered by the plan following a mastectomy; and
- The first wig following cancer treatment.

### **Prosthetic Devices**

Covered Services include:

- Purchase, fitting, needed adjustment, repairs, and replacements of prosthetic devices and supplies that:
  - Replace all or part of a missing body part and its adjoining tissues; or
  - Replace all or part of the function of a permanently ineffective or malfunctioning body part.

For prosthetic arms and legs the benefits shall be provided equal to those benefits provided by federal laws for health insurance for the aged and disabled.

Covered Services for prosthetic devices include:

- Either one set of standard prescription eyeglasses or one set of contact lenses (whichever is appropriate for the medical condition) when necessary to replace human lenses absent at birth or lost through intraocular Surgery, ocular injury or for the treatment of keratoconus or aphakia.

### **Orthopedic Appliances**

Covered Services include purchase, fitting, needed adjustment, repairs, and replacements of:

- orthopedic braces;
- supplies that are rigid or semi-rigid;
- supportive devices which limit or stop motion of a weak or diseased body part; and
- podiatric shoe inserts.

Non-covered items include but are not limited to:

- Orthotics and orthopedic shoes (except if you are diagnosed with diabetes); and
- Items which are not prescribed by contracting providers.

### **Diabetic Supplies and Equipment**

Covered Services include:

- Diabetic supplies such as needles, syringes, lancets, test strips and tablets; and
- Diabetic equipment such as insulin pump, glucose monitor.

### **Hearing Aid Services**

The following hearing aid services are covered up to your Dependent child's eighteenth (18th) birthday when provided by or purchased as a result of a written recommendation from an otolaryngologist or a state-certified audiologist:

- Audiological evaluations to measure the extent of hearing loss and determine the most appropriate make and model of hearing aid. These evaluations will be provided as part of the **DIAGNOSTIC SERVICES** section of this Benefits Booklet;
- Hearing aids (monaural or binaural) including ear mold(s), the hearing aid instrument, batteries, cords and other ancillary equipment. Initial and replacement hearing aids will be supplied every 60 months, or when alterations to the existing hearing aid cannot adequately meet the child's needs; and
- Visits for fitting, counseling, adjustments and repairs for a one year period after receiving the covered hearing aid.

The following hearing aid services are covered for Members 18 years of age and older. Audiological evaluations to measure the extent of hearing loss and determine the most appropriate make and model of hearing aid. Audiological evaluations are subject to the Specialists copayment;

- Hearing aids (monaural or binaural) including ear mold(s), the hearing aid instrument, batteries, cords and other ancillary equipment; and
- Visits for fitting, counseling, adjustments and repairs after receiving the covered hearing aid.

### **Dental Related Services**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Outpatient Services, Physician Office Services, Emergency Care Services and Urgent Care Services for dental work and oral Surgery are charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.

#### **Dental Anesthesia**

Benefits are provided for general Anesthesia when provided in a Hospital, outpatient surgical facility or other facility, and for associated Hospital or facility charges for dental care for a Covered Dependent Child who 1) has a physical, mental or medically compromising condition; 2) has dental needs for which local Anesthesia is not effective because of acute infection, anatomic variation or allergy; 3) is extremely uncooperative, unmanageable, uncommunicative or anxious and whose dental needs are deemed sufficiently important that dental care cannot be deferred; or 4) has sustained extensive orofacial and dental trauma.

#### **Cleft Palate and Cleft Lip Conditions**

Benefits are allowed for Inpatient care and Outpatient care, including orofacial Surgery, surgical management and follow-up care by plastic surgeons and oral surgeons, orthodontics, prosthetic treatment such as obturators, speech appliances, and prosthodontic and surgical reconstruction for the treatment of Cleft Palate and/or Cleft Lip. If you have a dental policy, the dental policy would be the primary policy and must fully cover orthodontics and dental care for Cleft Palate and/or Cleft Lip conditions.

The only other dental expenses that are Covered Services are facility charges for Inpatient and/or Outpatient Services. Benefits are payable only if the Member's medical condition or the dental procedure requires an appropriate setting to ensure the safety of the Member.

### **Mental Health and Substance Abuse Services**

Covered Services include the following:

- **Inpatient Services** in a Hospital or any facility that we must cover per state law. Inpatient benefits include psychotherapy, psychological testing, electroconvulsive therapy, and detoxification.
- **Outpatient Services** including office visits and treatment in an outpatient department of a Hospital or outpatient Facility, such as partial hospitalization programs and intensive outpatient programs.
- **Residential Treatment** which is specialized 24-hour treatment in a licensed residential treatment center. It offers individualized and intensive treatment and includes:
  - Observation and assessment by a psychiatrist weekly or more often,
  - Rehabilitation, therapy, and education.
- **Nutritional counseling** for the treatment of eating disorders such as anorexia nervosa and bulimia nervosa is covered.

You can get Covered Services under this section from the following Providers:

- Psychiatrist,
- Psychologist,
- Neuropsychologist,
- Licensed clinical social worker (L.C.S.W.),
- Mental health clinical nurse specialist,
- Licensed marriage and family therapist (L.M.F.T.),
- Licensed professional counselor (L.P.C) or
- Any agency licensed by the state to give these services, when we have to cover them by law.

### **Prescription Drugs Administered by a Medical Provider**

We cover Prescription Drugs when they are administered to you as part of a Doctor's visit, home care visit, or at an outpatient facility. This includes drugs for infusion therapy, chemotherapy, specialty drugs, blood products, and office-based injectable drugs that must be administered by a Provider. This section applies when your Provider orders the drug and administers it to you.

Benefits for drugs that you can inject or get at a Pharmacy (i.e., self-administered injectable drugs) are not covered under this section. Benefits for those drugs are described in the Retail Pharmacy/Mail Order Prescription Drugs or Specialty Pharmacy Drugs sections.

**Note:** When Prescription Drugs are covered under this benefit, they will not also be provided under the Retail Pharmacy/Mail Order Prescription Drugs or Specialty Pharmacy Drugs benefits. Also, if Prescription Drugs are covered under the Retail Pharmacy/Mail Order Prescription Drugs or Specialty Pharmacy Drugs benefits, they will not be covered under this benefit.

#### **Important Details About Prescription Drug Coverage**

Your plan includes certain features to determine when Prescription Drugs should be covered, which are described below. As part of these features, your prescribing Doctor may be asked for more details before We can decide if the drug is Medically Necessary. We may also set quantity and/or age limits for specific Prescription Drugs or use recommendations made as part of Our Medical Policy and Technology Assessment Committee and/ or Pharmacy and Therapeutics (P&T) Process.

#### **Preauthorization**

Preauthorization may be needed for certain Prescription Drugs to make sure proper use and guidelines for Prescription Drug coverage are followed. We will contact your Provider to get the details We need to decide if Preauthorization should be given. We will give the results of Our decision to both you and your Provider.

If Preauthorization is denied you have the right to file a Grievance as outlined in the "Appeals and Complaints" section of this Booklet.

For a list of drugs that need Preauthorization, please call the Pharmacy phone number on your Health Benefit ID Card. The list will be reviewed and updated from time to time. Including a drug or related item on the list does not promise



coverage under this Booklet. Your Provider may check with Us to verify drug coverage, to find out whether any quantity (amount) and/or age limits apply, and to find out which brand or generic drugs are covered under this Booklet.

### **Step Therapy**

Step therapy is a process in which you may need to use one type of drug before We will cover another. We check certain Prescription Drugs to make sure proper prescribing guidelines are followed. These guidelines help you get high quality yet cost effective Prescription Drugs. If a Doctor decides that a certain drug is needed, the Preauthorization process will apply.

### **Therapeutic Substitution**

Therapeutic substitution is an optional program that tells you and your Doctor about alternatives to certain prescribed drugs. We may contact you and your prescribing Doctor to make you aware of these choices. Only you and your Doctor can determine if the therapeutic substitute is right for you. We have a therapeutic drug substitutes list, which We review and update from time to time. For questions or issues about therapeutic drug substitutes, please call the Pharmacy phone number on your Health Benefit ID card.

## **Retail Pharmacy/Mail Order Prescription Drugs**

Benefits in this section are subject to the **GENERAL EXCLUSIONS** section of this Benefits Booklet.

Prescription Drugs will always be dispensed as ordered by your Provider and by applicable State Pharmacy Regulations, however you may have higher out-of-pocket costs. You may request, or your Provider may order, the Brand Name Drug. However, if a Generic Drug is available, you will need to pay the cost difference between the Generic and Brand Name Drug, in addition to your pharmacy tier Copayment. The cost difference between the Generic and Brand Name Drug does not contribute to the Out-of-Pocket Annual Maximum. By law, Generic and Brand Name Drugs must meet the same standards for safety, strength, and effectiveness. We reserve the right, at our discretion, to remove certain higher cost Generic Drugs from this coverage.

This section describes the outpatient pharmacy benefits for medications obtained through an In-Network Retail Pharmacy or Mail-Order Pharmacy. You must obtain covered Prescription Drugs and supplies from an In-Network pharmacy. All Prescription Drugs must be on the formulary drug list to be eligible for benefits.

The Covered Services under this section do not include those received in the Hospital as an Inpatient. Refer to the **INPATIENT SERVICES** section for services covered by the Benefits Booklet. For medications or equipment not obtained through a pharmacy, see the **MEDICAL SUPPLIES, DURABLE MEDICAL EQUIPMENT, AND APPLIANCES** section of this Benefits Booklet. For Prescription Drugs, including Specialty Pharmacy Drugs, which are administered to you in a medical setting (e.g., Physician's office, home care visit, or outpatient Facility), see **PRESCRIPTION DRUGS ADMINISTERED BY A MEDICAL PROVIDER** section for more information.

You may fill your prescriptions through UHealth Retail Pharmacies or through Our Participating Retail Pharmacies. Mail Order prescriptions are managed by the University of Colorado Hospital Mail Order Prescription Service. You may review the current formulary drug list on Our website at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan). You may also request a copy of the formulary drug list by calling Our member services department. The formulary drug list is subject to periodic review and amendment. Inclusion of a drug or related item on the formulary drug list is not a guarantee of coverage.

When you have your prescription filled at one of Our Retail Pharmacies, benefits available under this Benefits Booklet are managed by the Pharmacy Benefits Manager (PBM). The PBM is the entity with which We have contracted to administer its prescription drug benefits. The PBM offers a nationwide network of Retail Pharmacies and clinical services.

For certain Prescription Drugs, the prescribing Physician may be asked to provide additional information before We will determine Medical Necessity. We may, at Our sole discretion, establish quantity limits for specific Prescription Drugs.

Your Copayment amount depends upon which tier the Prescription Drug falls under as follows:

**Tier-1** – Generic Drugs

**Tier-2** – Brand Name Prescription Drugs

**Tier-3** – Non-preferred Brand Name Prescription Drugs

**Tier-4** – Specialty Oral and Injectable Prescription Drugs

See the *Summary of Benefits and Coverage* to determine the associated Copayment for each tier.

The amount of benefits paid is based upon whether you obtain covered drugs and supplies from an In-Network Retail Pharmacy or Mail Order Pharmacy. A Prescription Drug must be a Legend Drug to be eligible for benefits.

Certain Prescription Drugs (or the prescribed quantity of a particular drug) may require Preauthorization. At the time you fill a prescription, the In-Network pharmacist is informed of the Preauthorization requirement through the pharmacy's computer system, and the pharmacist is instructed to contact the PBM or UCH. For a list of current drugs requiring Preauthorization, contact Our member services department, or review the list on Our website at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan).

Outpatient pharmacy benefits received from an In-Network pharmacy or Mail Order Pharmacy are limited to:

- Prescription Drugs, including self-administered injectable drugs; These are Prescription Drugs that do not need administration or monitoring by a Provider in an office or Facility. Office-based injectable-drugs and infused Drugs that need Provider administration and/or supervision are covered under the "Prescription Drugs Administered by a Medical Provider" benefit in this section; Injectable insulin. Members diagnosed with diabetes may be eligible to have diabetic medication filled with no Copayment. Please contact member services or visit [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) for additional information;
- Oral contraceptive drugs and contraceptive devices. Certain contraceptives are covered under Preventive Care Services;
- Certain supplies, equipment and appliances (such as those for diabetes and asthma). You may contact Us to determine supplies covered through a pharmacy; and
- Prescription Drugs that help you stop smoking or reduce your dependence on tobacco products. These Drugs will be covered under the Preventive Care Services section; and
- Smoking cessation products and over the counter nicotine replacement products (limited to nicotine patches and gum) when obtained with a Prescription. These products will be covered under the Preventive Care Services section.

Each prescription is subject to a Copayment. If the prescription order includes more than one covered drug or supply, a separate Copayment is required for each covered drug or supply. The Copayment will be the lesser of your Copayment, or the Prescription Drug Maximum Allowed Amount. The Copayment will not be reduced by any discounts, rebates or other funds received by UCH, Us or the PBM from drug manufacturers, or similar vendors and/or funds received by UCH, Us or the PBM. We will make no payment for any covered drug or supply unless the Prescription Drug Maximum Allowed Amount exceeds any applicable Copayment for which you are responsible. See the *Summary of Benefits and Coverage* to determine the associated Copayment.

You are limited to up to a 30-day supply of a prescription drug if obtained at an In-Network Retail Pharmacy or up to a 90-day supply if received through the UCH Mail Order Pharmacy. For oral contraceptives, you are limited to one pill pack (normally 28 days) at an In-Network Retail Pharmacy, or three pill packs by the UCH Mail Order Pharmacy. When Medically Necessary, a one-month vacation override is available with applicable Copayment and quantity restrictions if you are traveling out of Our Service Area.

### **Specialty Pharmacy Drugs**

Specialty Pharmacy Drugs are high-cost, injectable, infused, oral or inhaled medications that generally require close supervision and monitoring of their effect on the patient by a medical professional. These drugs often require special handling such as temperature controlled packaging and overnight delivery and are often unavailable at a Retail Pharmacy or through a Mail Order. Specialty Pharmacy Drugs are available on an In-Network basis from any Specialty Pharmacy including UCH. If Specialty Pharmacy Drugs are purchased from a Retail Pharmacy they will be considered as Out-of-Network and not covered. It is your responsibility to assure that if Preauthorization is required, it has been obtained prior to filling a Specialty Drug Prescription for the drug to be a covered benefit. Specialty drugs are limited to a 30 day supply when filled at UCH or Retail Pharmacy. A list of the Specialty Pharmacy Drugs is available from Our member services department or may be found on Our website at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan).

We retain the right at Our sole discretion to determine coverage for dosage formulations in terms of covered dosage administration methods (e.g., by mouth, injection, topical or inhaled) and may cover one form of administration, and exclude or place other forms of administration on other tiers.

### **Mail Order Pharmacy for Maintenance Drugs**

You may also purchase your maintenance medication by utilizing the UCH Mail Order Pharmacy. Ordering your Maintenance Drugs through the UCH Mail Order Pharmacy eliminates the need for monthly trips to the pharmacy by having your prescription delivered directly to your home. The Outpatient mail order pharmacy benefits available under this Benefits Booklet are managed by the University of Colorado Hospital Mail Order Prescription Service at

University of Colorado Hospital  
Mail Order Prescription Service  
12605 E. 16<sup>th</sup> Avenue, Mail Stop A014  
Aurora, CO 80045  
Phone (720) 848-1432  
Fax (720) 848-1433

A Prescription Drug must be a Legend Drug to be eligible for benefits.

To receive your maintenance medicine prescription by mail, follow these steps. You can locate the UCH Mail Order Prescription Service Form that you will need to submit on Our website at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) :

- Ask your doctor to prescribe a 90-day supply of your maintenance medicine plus refills (certain medications will be subject to state or federal dispensing limitations). If you need the medicine immediately, ask your doctor for two prescriptions, one to be filled right away and another to be sent to the Mail Order Pharmacy; and
- Mail your written prescription(s), and a check to cover the amount of your Deductible or Coinsurance to the University of Colorado Hospital Mail Order Prescription Service. Credit card, money orders, debit card or checks are acceptable.

Please allow 10-14 days for processing and shipping of your order.

**Helpful Tip:** We suggest that you order your refill two weeks before you need it to avoid running out of your medication. Any questions concerning the mail-order program, contact University of Colorado Hospital Mail Order Pharmacy at 720-848-1432 or 1-800-941-2207 if you are outside the Denver metro area..

You will receive refill forms and a notice that shows the number of refills your doctor ordered in the package with your drugs. To order refills, you must have used 75% of your mail order prescription.

#### **When you may need to file a claim**

You may need to file your own claim if:

- You need to have a prescription filled before you receive your Health Benefit ID card; or
- Your Physician increases the amount of your dosage.
- The pharmacy you fill your prescriptions at is not able to file the claim electronically;

### **Clinical Trials**

Benefits include coverage for services given to you as a participant in an approved clinical trial if the services are Covered Services under this Booklet. An "approved clinical trial" means a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions. The term life-threatening condition means any disease or condition from which death is likely unless the disease or condition is treated.

Benefits are limited to the following trials:

- Federally funded trials approved or funded by one of the following:
  - a) The National Institutes of Health.
  - b) The Centers for Disease Control and Prevention.
  - c) The Agency for Health Care Research and Quality.
  - d) The Centers for Medicare & Medicaid Services.
  - e) Cooperative group or center of any of the entities described in (a) through (d) or the Department of Defense or the Department of Veterans Affairs.
  - f) A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - g) Any of the following in i-iii below if the study or investigation has been reviewed and approved through a system of peer review that the Secretary determines 1) to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and 2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
    - i. The Department of Veterans Affairs.
    - ii. The Department of Defense.

iii. The Department of Energy.

- Studies or investigations done as part of an investigational new drug application reviewed by the Food and Drug Administration;
- Studies or investigations done for drug trials which are exempt from the investigational new drug application.

We may require that you use an In-Network Provider to maximize your benefits.

When a requested service is part of an approved clinical trial, it is a Covered Service even though it might otherwise be investigational as defined by this Booklet. All other requests for clinical trials services that are not part of approved clinical trials will be reviewed according to Our Clinical Coverage Guidelines, related policies and procedures.

- The Investigational item, device, or Service, itself; or
- Items and services that are given only to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
- A Service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
- Any item or Service that is paid for, or should have been paid for, by the sponsor of the trial.

## GENERAL EXCLUSIONS

This section indicates services, supplies, conditions, situations and charges that are excluded from coverage and are not considered Covered Services under this Benefits Booklet. The following list of exclusions is not a complete list of all services, supplies, conditions or situations that are not Covered Services. The exclusions below are in addition to the exclusions found elsewhere in this Benefits Booklet, including but not limited to those exclusions found in the **COVERED SERVICES** section of this Benefits Booklet. This information is provided as an aid to identify certain common items which may be misconstrued as Covered Services.

### **We do not provide benefits for services, supplies, conditions, situations or charges:**

1. That We, in administering the Plan, determine are not Medically Necessary. Emergency medical care is not subject to this exclusion as long as such care meets the definition of emergency medical care. See the **Emergency Care and Urgent Care** section of this Benefits Booklet;
2. For care received from an Out-of-Network Provider, except for Emergency Care, Urgent Care or as preauthorized by Us as a Covered Service;
3. Received from an individual or entity that is not a Provider, as defined in this Benefits Booklet;
4. That are Experimental/Investigational or related to such, whether incurred before, in connection with, or subsequent to the Experimental/Investigational service or supply, as determined by Us, in administering the Plan;
5. To the extent they are available as benefits through any governmental unit (except Medicaid), unless otherwise required by law or regulation. The payment of benefits under this Benefits Booklet will be coordinated with such governmental units to the extent required under existing state and/or federal laws;
6. For which benefits are payable under Medicare Part A, Medicare Part B and/or Medicare Part D, or would have been payable if you had applied for Medicare Part A, Medicare Part B and/or Medicare Part D, unless otherwise specified in this Benefits Booklet or as otherwise prohibited by federal law, as addressed in the section titled **Medicare** in **ADMINISTRATIVE INFORMATION**;
7. In excess of the Maximum Allowed Amount for Medical Supplies, durable medical equipment and appliances unless otherwise specified in this Benefits Booklet;
8. Incurred before your Effective Date;
9. Incurred after the termination date of this coverage unless otherwise specified in this Benefits Booklet;
10. For any procedures, services, equipment or supplies provided in connection with Cosmetic Services. Cosmetic Services are primarily intended to preserve, change or improve your appearance or are furnished for psychiatric or psychological reasons. No benefits are available for Surgery or treatments to change the texture or appearance of your skin or to change the size, shape or appearance of facial or body features (such as your nose, eyes, ears, cheeks, chin, chest or breasts), except where coverage of such procedures, services or supplies are specifically required by applicable law;
11. For services performed to maintain or preserve the present level of function or prevent regression of function for an illness, injury or condition that is resolved or stable;
12. For dental prosthesis and any treatment for teeth, gums, tooth or upper or lower jaw augmentation or reduction (orthognathic Surgery) and related service, unless otherwise specified in this Benefits Booklet. For dental services which include but are not limited to, preventive care and fluoride treatments; dental x-rays, supplies, appliances and all associated expenses; and diagnosis and treatment related to the teeth, jawbones or gums such as extraction (including extraction of impacted wisdom tooth), restoration and replacement of teeth, and services to improve dental clinical outcomes. This exclusion does not apply to services to prepare the mouth for radiation therapy to treat head and/or neck cancer; and services specified as covered in this Benefits Booklet;
13. Weight loss programs, whether or not they are pursued under medical or Physician's supervision, unless otherwise specified in this Benefits Booklet or for the pre-operative programs and services for Bariatric Surgery;
14. Treatment of obesity, except for the pre-operative programs and services for Bariatric Surgery and surgical treatment of morbid obesity (Bariatric Surgery) ;
15. For care received in an emergency room which is not Emergency Care;
16. For research studies or screening examinations, unless otherwise specified in this Benefits Booklet;
17. For stand-by charges of a Physician;

18. Immunizations for travel;
19. Routine exams and immunizations required as a condition of employment, for licensing, sport programs, insurance, church, or camp;
20. For Private Duty Nursing Services, except when provided through the Home Care Services or Hospice Care Services sections of this Benefits Booklet;
21. Related to male or female sexual or erectile dysfunction or inadequacies, regardless of origin or cause and includes all procedures and equipment developed for or used in the treatment of impotency;
22. Nutritional and/or dietary supplements, unless otherwise specified in this Benefits Booklet or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist;
23. For complications arising from non-Covered Services and supplies;
24. Related to your leaving a Hospital or other facility against the medical advice of the Physician;
25. For services or supplies for the treatment of Intractable Pain and/or Chronic Pain;
26. Services that exceed the Benefit Period Maximum payments;
27. Breast reduction surgery (reduction mammoplasty) or services related to breast reduction surgery, unless medically necessary or required by law;
28. For any condition, disease, defect, ailment or injury arising out of and in the course of employment if benefits are available under any Workers' Compensation Act or other similar law. This exclusion applies if you receive the benefits in whole or in part. This exclusion also applies whether or not you claim the benefits or compensation. It also applies whether or not you recover from any third party, except as specified under the **ADMINISTRATIVE INFORMATION** section;
29. For any illness or injury that occurs as a result of any act of war, declared or undeclared, while serving in the military, or services and supplies furnished by a military facility for disabilities connected to military service;
30. For a condition resulting from a riot, civil disobedience, nuclear explosion or nuclear accident;
31. For court-ordered testing or care unless Medically Necessary and preauthorized by Us, in administering the Plan;
32. For which you have no legal obligation to pay in the absence of this or like coverage;
33. Received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group;
34. Prescribed, ordered or referred by, or received from, a member of your immediate family (parent, child, Spouse, sister, brother or self);
35. For completion of claim forms or charges for medical records or reports, unless otherwise required by law;
36. For missed or canceled appointments;
37. For mileage costs or other travel expenses, except as preauthorized by Us, in administering the Plan;
38. For Custodial Care, or domiciliary or convalescent care, whether or not recommended or performed by a professional;
39. For foot care to improve comfort or appearance including, but not limited to, care for flat feet, subluxations, corns, bunions (except capsular and bone Surgery), calluses and toenails;
40. For sex change Surgery or the reversal of that;
41. For marital counseling or personal growth;
42. For eyeglasses, contact lenses or their fitting, vision therapy or routine vision exams, unless otherwise specified in this Benefits Booklet;
43. For services or supplies primarily for educational, vocational, or training purposes, unless otherwise specified in this Benefits Booklet;
44. Services to reverse voluntarily induced sterility;

45. Services of any type for the treatment of infertility;
46. For Experimental infertility procedures and non-Medically Necessary infertility procedures including, but not limited to artificial insemination, In-Vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), and zygote intrafallopian transfer (ZIFT);
47. For or related to services (including but not limited to speech therapy) for dysfunctions that are self-correcting such as language therapy for young children with natural dysfluency or developmental articulation errors that are self-correcting, learning disabilities, behavioral problems, hyperkinetic syndromes or mental retardation (except for Prescription Drugs for treatment of these conditions);
48. For personal hygiene services, self-help devices that are not medical in nature, or services and supplies for comfort and convenience;
49. For care related to radial keratotomy or keratomileusis or excimer laser photo refractive keratectomy;
50. Related to alternative or complementary medicine. Services in this category include, but are not limited to, acupuncture, massage therapy, holistic medicine, homeopathy, hypnosis, aroma therapy, reiki therapy, herbal, vitamin or dietary products or therapies, naturopathy, thermography, orthomolecular therapy, contact reflex analysis, bioenergal synchronization technique (BEST), biofeedback, chelating agents (except for treatment of heavy metal poisoning) and iridology;
51. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a Physician. This exclusion also applies to health spas;
52. For self-help training and other forms of non-medical self-care, unless otherwise specified in this Benefits Booklet;
53. For hair loss treatment, even if the hair loss is caused by a medical condition, except for alopecia areata or as otherwise specified in this Benefits Booklet;
54. For peripheral bone density scans;
55. For storage or other administrative costs, except when provided as part of the Inpatient Services and Human Organ and Tissue Transplant Services;
56. For medical, surgical services and appliances related to temporomandibular joint (TMJ) therapy regardless of Medical Necessity;
57. For the cost of donor sperm or donor eggs, storage costs for sperm or frozen embryos, or diagnostic tests to determine the effectiveness of a procedure designed to promote fertility or pregnancy;
58. Provided or billed by a school, halfway house, custodial care facility for the developmentally disabled or outward bound program, even if psychotherapy is included;
59. For rolfing therapy, myotherapy or prolotherapy;
60. For ambulance transportation if you could have been transported by private automobile or by commercial or public transportation without endangering your health or safety;
61. For orthotics, orthopedic shoes and arch supports (except if you are diagnosed with diabetes);
62. For air conditioners, humidifiers, dehumidifiers, special lighting or other environmental modifiers, wristlets, augmentative communication devices, surgical supports, and corsets or other articles of clothing, unless otherwise specified in this Benefits Booklet;
63. For items usually stocked in the home for general use like Band-Aids, thermometers and petroleum jelly.
64. Language training for educational, psychological or speech delays;
65. Diversional, recreational or vocational therapies such as hobbies, arts and crafts;
66. Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purpose;
67. For any services or supplies provided to a person not covered under the Benefits Booklet in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another women for an infertile couple);

68. Cardiac rehabilitation home programs, on-going conditioning and maintenance;
69. Nutritional counseling services except as provided in the Benefit Booklet;
70. For smoking cessation programs to help you stop smoking if the program is not affiliated with Us; and
71. For services rendered by a mobile health testing lab, except for Flu Shots.

**Human Organ and Tissue Transplant Services:**

1. Human Organ and Tissue Transplant services that are performed at any Hospital that is not designated or approved by Us for the organ or tissue being transplanted;
2. If you are not a suitable candidate as determined by the Hospital designated and approved by Us to provide Human Organ and Tissue Transplant services;
3. For donor searches or tissue matching, or personal living expenses related to donor searches or tissue matching, for the recipient or donor, or for their respective family members or friends unless otherwise specified in this Benefits Booklet;
4. For any transplant, treatment, procedure, facility, equipment, drug, device, service or supply that requires federal or other governmental agency approval and such approval is not granted at the time services are provided, including any service or supply associated with or provided in follow-up;
5. For transplants of organs other than those listed in the **HUMAN ORGAN AND TISSUE TRANSPLANT** section of this Benefits Booklet including non-human organs;
6. Procurement of a donor organ which has been sold rather than donated;
7. Related to artificial and/or mechanical hearts or for subsequent services and supplies for a heart condition as long as any of the artificial or mechanical heart remains in place. This exclusion includes services for implantation, removal and complications;
8. For non-covered transportation and lodging expenses related but not limited to the following:
  - Alcohol, tobacco, other non-food items;
  - Meals;
  - Child care;
  - Mileage within the medical transplant facility city;
  - Rental cars, buses, taxis, or shuttle services, except as specifically approved by Us;
  - Frequent Flyer miles;
  - Coupons, vouchers, or travel tickets;
  - Prepayment or deposits;
  - Services for a condition that is not directly related, or a direct result, of the transplant;
  - Telephone calls;
  - Laundry;
  - Postage;
  - Entertainment;
  - Interim visits to a medical care facility while waiting for the actual transplant procedure;
  - Travel expenses for donor companion/caregiver; and
  - Return visits for the donor for a treatment of a condition found during the evaluation.

**Retail Pharmacy/Mail Order Prescription Drugs:**

1. Prescription Drugs and supplies received from an Out-of-Network pharmacy;
2. Prescription Drugs and supplies received as an inpatient in a hospital or other covered inpatient facility, except where covered as part of the inpatient stay;



3. Non-legend or Non-formulary Prescription Drugs;
4. Drugs prescribed for weight control or appetite suppression;
5. Medication or preparations used for cosmetic purposes to promote hair growth, prevent hair growth, or medicated cosmetics. These included but are not limited to Rogaine®, Viniqa®, and Tretinoin (sold under such brand names as Retin-A®);
6. Drugs not approved by the FDA;
7. Any medications used to treat infertility;
8. Delivery charges for prescriptions;
9. Charges for the administration of any drug unless dispensed in the Physician's office or through Home Health Care;
10. Drugs which are provided as samples to the Provider;
11. Antibacterial soap/detergent, toothpaste/gel, shampoo, or mouthwash/rinse;
12. Hypodermic needles, syringes, or similar devices, except when used for administration of a covered drug when prescribed in accordance with the terms of the **RETAIL PHARMACY/MAIL ORDER PRESCRIPTION DRUGS** section;
13. Therapeutic devices or appliances, including support garments and other non-medicinal supplies (regardless of intended use);
14. Certain Prescription Drugs may not be covered if you could use a Clinically Equivalent Drug, even if written as a prescription, unless required by law;
15. Over-the-counter items drugs, devices and products, or Prescription Drugs with over the counter equivalents and any drugs, devices or products that are therapeutically comparable to an over the counter drug, device, or product, even if written as a prescription. This includes Prescription Drugs when any version or strength becomes available over the counter. This Exclusion does not apply to over-the-counter products that We must cover under federal law with a Prescription;
16. Drugs not requiring a prescription by federal law (including drugs requiring a prescription by state law, but not federal law) except for injectable insulin;
17. Prescription Drugs, which are dispensed in quantities or refill frequency which exceed the applicable limits established by Us, at Our sole discretion;
18. Refills of prescriptions in excess of the quantity prescribed by the Provider, or refilled more than one year from the date prescribed;
19. Prescription Drugs dispensed for the purpose of international travel;
20. Prescription Drugs which have been obtained through a Home Health Agency;
21. Replacement of lost or stolen Prescription Drugs;
22. Prescription Drugs dispensed from an Out-of-Network mail order pharmacy;
23. Drugs for treatment of sexual or erectile dysfunction or inadequacies, regardless of origin or cause, and even if the dysfunction is a side effect of, or related to another covered disease or illness;
24. When benefits are provided for Prescription Drugs under the **RETAIL PHARMACY/MAIL ORDER PRESCRIPTION DRUGS** section, they will not also be provided under the **PRESCRIPTION DRUGS ADMINISTERED BY A PROFESSIONAL PROVIDER** section.

### **Chiropractic Therapy**

1. Services for preventive, maintenance or well care;
2. Drugs, vitamins, nutritional supplements or herbs from a chiropractor;
3. Vocational, stroke, or long-term rehabilitation unless otherwise specified in this Benefits Booklet;
4. Hypnotherapy, behavior training, sleep therapy, or biofeedback;

5. Services received from a Provider other than a Provider designated by Our chiropractic Subcontractor;
6. Treatment primarily for purpose of weight control;
7. Laboratory services from a chiropractor;
8. Thermography, hair analysis, heavy metal screening of mineral studies;
9. Inpatient services from a chiropractor;
10. Manipulation under anesthesia;
11. Treatment of non-neuromusculoskeletal disorders;
12. Advance diagnostic services such as MRI, CT, EMG, SEMG, and NCV.

# ADMINISTRATIVE INFORMATION

## Premiums

**How Costs are Established and Changed** - As this Plan is self-funded, the Trust is responsible for paying claims covered by the Plan and responsible for paying the administrative fees to Us according to the terms of the Administrative Services Agreement. Employers may require their employees to contribute to these costs through payroll deduction.

## How to File Claims

When an In-Network Provider bills Us for Covered Services, We will authorize payment from the Trust of the appropriate charges for the benefit directly to the Provider. You are responsible for providing the In-Network Provider with all information necessary for the Provider to submit a claim. You pay the applicable Copayment to the Provider when the Covered Service is received.

If an Out-of-Network Provider does not bill Us directly, you must file the claim. To obtain claim forms, contact Our member services service department or obtain them from our web site at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan). You must complete the claim form and attach the itemized bill from the Provider. Balance due statements, cash register receipts and cancelled checks are not accepted. All information on the claim form and itemized bill must be readable. When traveling outside the country, you should obtain itemized bills translated to English. Charges for Covered Services should be stated in terms of United States currency. To determine the United State currency amount, use the exchange rate as it was on the date you received care. If information is missing on the claim form or is not readable, the form will be returned to you. The information contained on the itemized bills will be used to determine benefits, so it must support information reported on the submitted claim form. The claim form contains detailed instructions on how to complete the form and what information is necessary.

In administering benefits on behalf of the employer, We authorize payment from the Trust of the benefits described in this Benefits Booklet directly to Non-Participating Providers, when you have authorized assignment of benefits. We require a copy of the assignment of benefits for Our records. These payments fulfill our obligation to you for those services.

A separate claim form is required for each Out-of-Network Provider for which you are requesting reimbursement.

A separate claim form is required for each Member when charges for more than one family Member are being submitted.

## Inter-Plan Programs

**Out-of-Area Services** - HMO Colorado has a variety of relationships with other Blue Cross and/or Blue Shield Plans and their Licensed Controlled Affiliates ("Licensees") referred to generally as "Inter-Plan Programs." Whenever you obtain healthcare services outside of HMO Colorado's Service Area, the claims for these services may be processed through one of these Inter-Plan Programs.

Typically, when accessing care outside HMO Colorado's Service Area and the Service Area of HMO Colorado's corporate parent, you will obtain care from healthcare Providers that have a contractual agreement (i.e., are "participating Providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, you may obtain care from non-participating healthcare Providers. HMO Colorado's payment practices in both instances are described below.

HMO Colorado covers only limited healthcare services received outside of HMO Colorado's corporate parent's Service Area. As used in this section, "Out-of-Area Covered Healthcare Services" include emergency care or urgent care obtained outside the geographic area HMO Colorado's corporate parent serves. Any other services will not be covered when processed through any Inter-Plan Programs arrangements. These "other services" must be provided or authorized by your Primary Care Provider ("PCP").

**BlueCard® Program** - Under the BlueCard® Program, when you obtain Out-of-Area Covered Healthcare Services within the geographic area served by a Host Blue, HMO Colorado will remain responsible for fulfilling HMO Colorado's contractual obligations. However the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare Providers.

The BlueCard Program enables you to obtain Out-of-Area Covered Healthcare Services, as defined above, from a healthcare Provider participating with a Host Blue, where available. The participating healthcare Provider will automatically file a claim for the Out-of-Area Covered Healthcare Services provided to you, so there are no claim forms for you to fill out. You will be responsible for the Member Copayment amount, as stated in your Booklet.

**Emergency Care Services** - If you experience a medical Emergency while traveling outside the HMO Colorado Service Area, go to the nearest Emergency or Urgent Care Facility.

Whenever you access covered healthcare services outside HMO Colorado's and, if applicable, HMO Colorado's corporate parent's Service Area, and the claim is processed through the BlueCard Program, the amount you pay for covered healthcare services, if not a flat dollar Copayment, is calculated based on the lower of:

- The billed covered charges for your Covered Services; or
- The negotiated price that the Host Blue makes available to HMO Colorado.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare Provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare Provider or Provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare Providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price HMO Colorado uses for your claim because they will not be applied retroactively to claims already paid.

Federal law or the law in a small number of states may require the Host Blue to add a surcharge to your calculation. If federal law or any state laws mandate other liability calculation methods, including a surcharge, We would then calculate your liability for any covered healthcare services according to applicable law.

### **Non-Participating Healthcare Providers Outside Our Service Area**

**Member Liability Calculation** - When Out-of-Area Covered Healthcare Services are received from non-participating healthcare Providers, the amount you pay for such services will generally be based on either the Host Blue's nonparticipating healthcare Provider local payment or the pricing arrangements required by applicable state law. In these situations, you may be liable for the difference between the amount that the non-participating healthcare Provider bills and the payment We will make for the Covered Services as set forth in this paragraph.

**Exceptions** - In certain situations, We may use other payment bases, such as billed covered charges, the payment We would make if the healthcare services had been obtained within Our Service Area, or a special negotiated payment, as permitted under Inter-Plan Programs Policies, to determine the amount We will pay for services rendered by nonparticipating healthcare Providers. In these situations, you may be liable for the difference between the amount that the non-participating healthcare Provider bills and the payment We will make for the Covered Services as set forth in this paragraph.

If you obtain services in a state with more than one Blue Plan network, an exclusive network arrangement may be in place. If you see a Provider who is not part of an exclusive network arrangement, that Provider's service(s) will be considered Non-Network care, and you may be billed the difference between the charge and the Maximum Allowable Amount. You may call the member service number on your Health Benefit ID Card for more information about such arrangements

**Where and When to Send Claims** - A claim must be filed **within 180 days** after the date of service. Any claims filed after this limit may be refused. Failure to file a claim within such time will not invalidate or reduce any claim if it is shown that it was not reasonably possible to give such notice and that notice was given as soon as reasonably possible.

Claims will be processed in accordance with the time frame as required by state law for the prompt payment of claims, to the extent such laws are applicable.

You should make copies of the bills for your own records and attach the original bills to the completed claim form. The bills and the claim form must be submitted to the following address:

HMO Colorado Claims  
P.O. Box 17849  
Denver, CO 80217-0849

Upon your death, any claims payable to you under the terms of this Benefits Booklet will be payable in accordance with the beneficiary designation. If no such designation is in effect, any claims payable to you will be paid to your estate. If the Provider is an In-Network Provider, claims payments will be made to the Provider.

**Payment in Error** - If in administering benefits on behalf of the employer, We erroneously authorize benefit payment, We may require you, the Provider of services or the ineligible person to refund the amount paid in error. We reserve the right to correct payments made in error by offsetting the amount paid in error against new claims. We also reserve the right to take legal action to correct payments made in error.

## General Provisions

**Catastrophic Events** - In case of fire, flood, war, civil disturbance, court order, strike, an act of terrorism or other cause beyond Our control, We may be unable to process your claims on a timely basis. No legal action or lawsuit may be taken against Us due to a delay caused by any of these events.

**Changes to the Benefits Booklet** - For modifications due to state or federal law or regulation, We, on behalf of the Plan may amend this Benefits Booklet when authorized by the Administrative Services Agreement and by one of Our officers. The Plan will notify you of such change(s) to the Plan. We or the Plan will subsequently send or make available to you any amendment to this Benefits Booklet or a new Benefits Booklet.

No agent or employee of Ours or the employer or the Plan may change this Benefits Booklet by giving incomplete or incorrect information, or by contradicting the terms of this Benefits Booklet. Any such situation will not prevent Us from administering this Benefits Booklet in strict accordance with its terms. Oral or written statements do not supersede the terms of this Benefits Booklet.

**Conformity with Law** - any term in this Booklet which is in conflict with the laws of the state in which the Group Contract is issued, or with federal law, will hereby be automatically amended to conform with the minimum requirements of such laws.

**Contracting Entity** - You hereby expressly acknowledge that you understand that the Benefits Booklet constitutes a contract solely between you and the Plan, and that We are administering benefits on behalf of the Plan. We are an independent corporation operating under a license from the Blue Cross and Blue Shield Association, which is an association of independent Blue Cross and Blue Shield Plans. The Blue Cross and Blue Shield Association permits Us to use the Blue Cross and Blue Shield Service Mark, and in doing so, We are not contracting as the agent of the Blue Cross and Blue Shield Association.

**Decision Makers** - In some instances, if appropriate, We will recognize others as representative decision-makers to make decisions related to your health insurance coverage as required by state law. We require documentation as required by law for this authorization or appointment.

**Fraudulent Acts** - It is unlawful to knowingly provide false, incomplete or misleading facts or information to a company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages.

Fraud results in cost increases for health care coverage. You can help decrease these costs by doing the following:

- Be wary of offers to waive Copayments. This practice is usually illegal.
- Always review the Explanation of Benefits received from Us. If there are any discrepancies, call Our member services department.
- Be very cautious about giving your health coverage information over the phone.

If fraud is suspected, you should contact Our member services department.

We reserve the right to recoup any benefit payments paid on your behalf, and/or to rescind your membership under this Benefits Booklet retroactively as if it never existed if you have committed fraud or material misrepresentation in applying for coverage in or receiving or filing for benefits.

**Independent Contractors** - We have an independent contractor relationship with Our In-Network Providers; Physicians and other Providers are not Our agents or employees, and We and Our employees are not employees or agents of any of Our In-Network Providers. We have no control over any diagnosis, treatment, care or other service provided to you by any Facility or Professional Providers. We are not liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries you suffer while receiving care from any of Our In-Network Providers by reason of negligence or otherwise.

We have an independent contractor relationship with the Plan. The Plan is not Our agent or employee, and We and Our employees are not employees or agents of the Plan.

We may subcontract particular services to organizations or entities that have specialized expertise in certain areas. This may include but is not limited to, prescription drugs, mental health, alcohol abuse or substance abuse services. Such subcontracted organizations or entities may make benefit determinations and/or perform administrative, claims payment or member services duties on Our behalf.

**Member's Obligation to Supply Information and Cooperate** – You must provide Us with any information We consider necessary to determine whether, or to what extent, services are covered under this Benefits Booklet, or to carry out the other provisions of this Benefits Booklet.

You agree to cooperate at all times (including while you are hospitalized) by allowing Us access to your medical records to investigate claims and verify information provided in your Benefits Enrollment/Change Form.

If you do not supply information or cooperate as described above, We may deny the claims subject to investigation and We, where permitted by law, may terminate your coverage.

**Medicare** – Any benefits covered under both this Benefits Booklet and Medicare will be paid pursuant to Medicare Secondary Payor legislation, regulations, and Health Care Financing Administration guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, Benefits Booklet provisions, and federal law. Except when federal law requires Us to be the primary payor, the benefits under this Benefits Booklet if you are age 65 and older, or if you are otherwise eligible for Medicare, do not duplicate any benefit for which you are entitled under Medicare, including Part B and/or Part D. Where Medicare is the responsible payor, all sums payable by Medicare for services provided to you shall be reimbursed by or on your behalf to the Trust, to the extent We have authorized payment for such services.

**Network Adequacy** – We strive to provide a Provider network in Colorado that adequately addresses your health care needs. Network Adequacy describes Our Provider network standards for network sufficiency in service, access and availability, as well as assessment procedures We follow in Our effort to maintain adequate and accessible networks. To request a copy of this document, call Our member services department.

**Non-Contestable** - This Benefits Booklet shall not be contested, except for nonpayment of Premiums by the employer, after it has been in force for two years from its date of issue. No statement made to effect coverage under the Benefits Booklet with respect to a Member shall be used to avoid the insurance with respect to which statement was made or to reduce benefits under such Benefits Booklet after such insurance had been in force for a period of two years during such Member's lifetime, unless such statement is contained in a written instrument signed by the Member making such statement and a copy of that instrument is or has been furnished to the Member making the statement or to the beneficiary of any such Member.

**Notice of Privacy Practices** –We are committed to protecting the confidential nature of your medical information to the fullest extent of the law. In addition to various laws governing your privacy, We have our own privacy policies and procedures in place designed to protect your information. We are required by law to provide individuals with notice of Our legal duties and privacy practices. To obtain a copy of this notice, visit Our website at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan) or contact Our member services department.

**No Withholding of Benefits for Necessary Care** - We do not compensate, reward or incent, financially or otherwise, Our associates for inappropriate restrictions of care. We do not promote or otherwise provide an incentive to employees or Physician reviewers for withholding benefit approval for Medically Necessary services to which you are entitled. Utilization Review and benefit coverage decision making is based on appropriateness of care and service and the applicable terms of this Benefits Booklet.

We do not design, calculate, award or permit financial or other incentives based on the frequency of: denials of Authorization for coverage; reductions or limitations on Hospital lengths of stay, medical services or charges; or telephone calls or other contacts with you or your healthcare Providers.

**Paragraph Headings** - The headings used throughout this Benefits Booklet are for reference only and are not to be used by themselves for interpreting the provisions of the Benefits Booklet.

**Physical Examinations and Autopsies** - We have the right and opportunity, at Our expense, to request an examination of a person covered by Us when and as often as it may reasonably be required during the review of a case or claim. On the death of a Member, We may request an autopsy where it is not forbidden by law.

**Research Fees** - We reserve the right to charge an administrative fee when extensive research is necessary to reconstruct information that has already been provided to you in explanations of benefits, letters or other documents.

**Reserve Funds** – You are not entitled to share in any reserve or other funds that may be accumulated or established by Us, unless We grant a right to share in such funds.

**Right of Overpayment Recovery** - When payment has been made in error, We will have the right to recover such payment from you or the Provider. In the event We recover a payment made in error from the Provider, We will only recover such payment from the Provider during the 24 months after the date We made the payment on a claim submitted by the Provider, except in cases of fraud or where the law specifies a different period of time in which to recover payment. We reserve the right to deduct or offset any amounts paid in error from any pending or future claim.

We have oversight responsibility for compliance with Provider and vendor and Subcontractor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider, vendor, or Subcontractor resulting from these audits if the return of the overpayment is not likely.

We have established Recovery policies to determine which recoveries are to be pursued, when to incur costs and settle or compromise Recovery amounts. We will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. We may not provide you with notice of overpayments made by Us or you if the Recovery method makes providing such notice administratively burdensome.

**Refusal to Follow Recommended Treatment** - If you refuse treatment that has been recommended by one of Our Providers, the Provider may decide that your refusal compromises the Provider-patient relationship and obstructs the provision of proper medical care. Providers will try to render all necessary and appropriate professional services according to your wishes, when they are consistent with the Provider's judgment. If you refuse to follow the recommended treatment or procedure, you are entitled to see another Provider of the same specialty for a Second Opinion. You can also pursue the Appeal process.

**Sending Notices** - All Subscriber notices are considered sent to and received by the Subscriber when deposited in the United States mail with postage prepaid and addressed to either one of the following:

- The Subscriber at the latest address in Our membership records
- The Subscriber's employer, if applicable

## **Workers' Compensation**

To recover benefits under workers' compensation insurance for a work-related illness or injury, you must pursue your rights under the Workers' Compensation Act or any of the employer liability laws that may apply. This includes filing an Appeal with the Division of Workers' Compensation. We, on behalf of the Trust, may pay conditional claims during the Appeal process if you sign a reimbursement agreement to reimburse Us for 100 percent of benefits paid that duplicate benefits paid from another source.

**Services and supplies resulting from work-related illness or injury are not a benefit under this Benefits Booklet**, except for corporate officers who have opted out of Workers' Compensation coverage, pursuant to state or federal law, prior to the illness or injury. This exclusion from coverage applies to expenses resulting from occupational accident(s) or sickness(es) covered under the following:

- Occupational disease laws
- Employer's liability insurance
- Municipal, state, or federal law
- The Workers' Compensation Act

In administering benefits on behalf of the Plan, We will not pay benefits for services and supplies resulting from a work-related illness or injury **even if other benefits are not paid because:**

- You fail to file a claim within the filing period allowed by the applicable law
- You obtain care that is not authorized by workers' compensation insurance
- Your employer fails to carry the required workers' compensation insurance. In this case, the employer becomes liable for any of the employee's work-related illness or injury expenses.
- You fail to comply with any other provisions of the Workers' Compensation Act

## **Automobile Insurance Provisions**

We will coordinate the benefits of this Benefits Booklet with the benefits of a complying automobile insurance policy.

A complying automobile insurance policy is an insurance policy approved by the Colorado Division of Insurance that provides at least the minimum coverage required by law, and one which is subject to the Colorado Auto Accident Reparations Act or Colorado Revised Statutes §§ 10-4-601 et seq. Any state or federal law requiring similar benefits through legislation or regulation is also considered a complying policy.

**How We Coordinate Benefits with Complying Policies** - Your benefits under this Benefits Booklet may be coordinated with the coverage's afforded by a complying policy. After any primary coverage's offered by the complying policy are exhausted, including without limitation any no-fault, personal injury protection, or medical payment coverage's, We will pay benefits subject to the terms and conditions of this Benefits Booklet. If there is more than one complying policy that offers primary coverage, each will pay its maximum coverage before We are liable for any further payments.

You, your representative, agents and heirs must fully cooperate with Us to make sure that the complying policy has paid all required benefits. We may require the member to take a physical examination in disputed cases. If there is a complying policy in effect, and the member waives or fails to assert the member's rights to such benefits, this Plan will not pay those benefits that could be available under a complying policy.

We may require proof that the complying policy has paid all primary benefits prior to making any payments under this Benefits Booklet. Alternatively, We may but are not required to pay benefits under this Benefits Booklet, and later coordinate with or seek reimbursement under the complying policy. In all cases, upon payment, We are entitled to exercise our rights under this Benefits Booklet and under applicable law against any and all potentially responsible parties or insurers. In that event, We may exercise the rights found in the **ADMINISTRATIVE INFORMATION** section, under the heading *Third Party Liability: Subrogation and Right of Reimbursement*.

**What Happens If The Member Does Not Have Another Policy** –We will pay benefits for injuries you receive while riding in or operating a motor vehicle that you own if the vehicle is not covered by an automobile complying policy as required by law.

We will also pay benefits under the terms of the Benefits Booklet for injuries you sustain as a non-owner-operator, passenger or pedestrian involved in a motor vehicle accident if those injuries are not covered by a complying policy. In that event, We may exercise the rights found in the **ADMINISTRATIVE INFORMATION** section, under the heading *Third Party Liability: Subrogation and Right of Reimbursement*.

### **Third Party Liability: Subrogation and Right of Reimbursement**

These provisions apply when We, on behalf of the Plan, authorize payment of benefits as a result of injuries or illness and another party or parties agree(s) or is ordered to pay money because of these injuries or when the member received or is entitled to receive a Recovery because of these injuries or illnesses. Reimbursement or subrogation under this Benefits Booklet may only be permitted if you have been fully compensated, and, the amount recoverable by Us may be reduced by a proportionate share of your attorney fees and expenses, if state law so requires.

#### **Subrogation**

We have the right to recover, on behalf of the Plan, payments We authorized on your behalf. The following apply:

- If you have been fully compensated, the Plan has a lien against all or a portion of the benefits that have been paid to you from the following parties, including, but not limited to, the party or parties who caused the injuries or illness, the insurer or other indemnifier of the party or parties who caused the injuries or illness, a guarantor of the party or parties who caused the injuries or illness, your own insurer (for example, uninsured, underinsured, medical payments or no-fault coverage, or a worker's compensation insurer), or any other person, entity, policy or plan that may be liable or legally responsible in relation to the injuries or illness. However, the Plan's Recovery cannot exceed the amount actually paid by the Plan under your policy as it relates to the injuries or illnesses that are the subject of the subrogation action.
- You and your legal representative must do whatever is necessary to enable Us to exercise Our rights on behalf of the Plan and do nothing to prejudice them. If you have not pursued a claim against a third party allegedly at fault for your injuries by the date that is sixty (60) days prior to the date on which the applicable statute of limitations expires, We on behalf of the Plan have a right to bring legal action against the at-fault party.

#### **Right of Reimbursement**

If you, your legal representative, or beneficiary have been fully compensated and the Plan has not been repaid for the health insurance benefits We authorized on the Member's behalf, the Plan shall have a right to be repaid from the Recovery in the amount of the health insurance benefits We paid on your behalf and the following apply:



- You must reimburse the Plan to the extent of health insurance benefits We authorized for payment on the Member's behalf from any Recovery, including, but not limited to, the party or parties who caused the injuries or illness, the insurer or other indemnifier of the party or parties who caused the injuries or illness, a guarantor of the party or parties who caused the injuries or illness, your own insurer (for example, underinsured, medical payments, or a worker's compensation insurer), or any other person, entity, policy or plan that may be liable or legally responsible in relation to the injuries or illness.
- Notwithstanding any allocation made in a settlement agreement or court order, We, on behalf of the Plan shall have a right of reimbursement.
- You, your legal representative, or beneficiary must hold in trust for the Plan the proceeds of the gross Recovery (i.e., the total amount of your Recovery less a proportional share of attorney fees, other expenses or costs) to be paid to the Plan immediately.

### **The Member's Duties**

- You, your legal representative, or beneficiary must notify Us promptly of how, when and where an accident or incident resulting in personal injury or illness to you occurred and all information regarding the parties involved.
- You, your legal representative, or beneficiary must cooperate with Us in the investigation, settlement and protection of the rights of the Plan.
- You, your legal representative, or beneficiary must send Us copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal injury or illness.
- You, your legal representative, or beneficiary must promptly notify Us if you retain an attorney or if a lawsuit is filed.
- If you, your legal representative, or beneficiary obtains a Recovery that is less than the sum of all your damages incurred by you, you are required to notify Us within 60 days of your receipt of the Recovery. The notice to Us must include:
  - Total amount and source of the Recovery
  - Coverage limits applicable to any available insurance policy, contract or benefit plan
  - The amount of any costs charged to you
- If We receive your notice that you have not been fully compensated, we have the right to dispute that determination.
- If We dispute whether your Recovery is less than the sum of all your damages, such dispute must be resolved through arbitration.
- If you, your legal representative, or beneficiary resides in a state where automobile personal injury protection or medical payment coverage is mandatory, that coverage is primary and the Benefits Booklet takes secondary status. The Benefits Booklet will reduce benefits for an amount equal to, but not less than, that state's mandatory minimum personal injury protection or medical payment requirement.

### **Duplicate Coverage and Coordination of Benefits**

We coordinate benefits when you have duplicate coverage.

**Duplicate Coverage** - Duplicate coverage exists when you are covered by this coverage and also covered by another group or group-type health insurance or health care benefits coverage or blanket coverage. The total benefits received by you, or on your behalf, from all coverage's combined for any claim for Covered Services will not exceed 100 percent of the total covered charges.

**How We Determine Which Coverage is Primary and Which is Secondary** - We will determine the primary coverage and secondary coverage according to the following rule: A coverage is primary if it does not have order of benefit determination rules or if it has rules that differ from those permitted by state law.

**Duplicate Coverage on Members** - A coverage is primary if the Member claiming benefits is the person in whose name the policy is issued but who is not a Dependent under that coverage (except when covered by Medicare or COBRA).

The benefits of a coverage which covers a person as an employee who is not laid-off or retired (or as that employee's Dependent) is primary before benefits of a coverage which covers that person as a laid-off or retired employee (or as that employee's Dependent).

When you (including your Dependent family members) have duplicate coverage carried through two or more employers, the policy that has been in force the longest period of time is primary. The policy that has been in force the shortest period of time is secondary.

When the coverage through one of the employers is a COBRA policy and one of the coverage's is through active employment, the coverage through active employment is primary.

NOTE: Change in plan administrators is considered continuous coverage. Therefore, the Effective Date of the coverage in that group is the Effective Date with the original carrier who provided insurance or the original administrator for self-funded plans, as long as there were no lapses in coverage. Information about coordinating benefits for Members who hold two insurance policies and Medicare may be found under the "Members with Medicare and Two Group Insurance Policies" heading in this section of this Benefits Booklet.

**Duplicate Coverage on Spouses** - When your Spouse has group coverage through an employer and is actively working, that coverage is primary for the Spouse.

When the coverage carried by the Spouse is through retiree or inactive employment, that coverage will be primary over the coverage carried by Our Subscriber.

When the Spouse's coverage through the employer is a COBRA policy and Our coverage is active, then the Spouse's COBRA coverage will be secondary to Our policy.

Note: Information about coordinating benefits for Members who hold two insurance policies and Medicare may be found under the heading "Members with Medicare and Two Group Insurance Policies" heading in this section of this Benefits Booklet.

**Duplicate Coverage on Dependent Children (when parents are not separated or divorced)** - If both coverage's cover the child as a Dependent, the benefits of the coverage of the parent whose birthday occurs earlier in the year is primary ("Birthday Rule") over those of the coverage of the parent whose birthday falls later in that year. However, if both parents have the same birthday (month and day, not year), then the benefits of the coverage that has covered **the parent** and Dependent(s) longest is primary over the coverage which has covered the **other parent** and Dependent(s) for a shorter period of time.

If either form of coverage does not follow the Birthday Rule, the male policyholder's insurance is the primary plan.

**Duplicate Coverage on Dependent Children (when parents are separated or divorced)** - We require a copy of the divorce decree to establish primacy on children of divorced parents.

When the specific terms of a court decree state that one of the parents is responsible for providing health insurance or plan for the child that insurance policy is primary. The insurance policy or plan of the other parent is the secondary coverage.

The insurance policy of the parent with legal custody of the child is primary. When the parent with custody remarries, the custodial parent's coverage remains primary. The stepparent's coverage becomes secondary, and the coverage of the parent without custody pays **after** the stepparent's coverage.

The Birthday Rule (benefits of the coverage of the parent whose birthday occurs earlier in the year are primary) applies when the specific terms of the court decree state that the parents share joint custody and both must provide health benefits.

The Birthday Rule applies when the specific terms of the court decree state that the parents share joint custody, without stating which parent is responsible for providing health insurance for the child.

When the divorce decree states that one of the parents is responsible for providing health insurance and the parents share joint custody, then the parent providing the coverage will be primary.

**How We Coordinate Benefits** - When this Plan is the primary coverage, this Plan pays benefits under the terms of this Benefits Booklet. When this Plan is the secondary coverage, this Plan may pay up to the difference between benefits that would be payable by the primary coverage and the amount that would be payable under this Benefits Booklet in the absence of a Coordination of Benefits provision, so long as that difference is not more than this Plan would normally pay. Benefits provided under any other coverage include benefits that would have been provided had a claim been made for these benefits.

**Determining Primacy Between Medicare and this Plan** – We will be the primary payer for persons age 65 and older with Medicare coverage if the policyholder is actively working for an employer who is providing the policyholder's health insurance and the employer has 20 or more employees. Medicare will be the primary payer for persons age 65 and older

with Medicare coverage if the policyholder is not actively working and the member is enrolled in Medicare. Medicare will be the primary payer for persons with Medicare age 65 and older if the employer has less than 20 employees and the member is enrolled in Medicare.

This Plan will be the primary payer for persons under age 65 with Medicare coverage when Medicare coverage is due to disability if the policyholder is actively working for an employer who is providing the Member's health coverage and the employer has 100 or more employees. Medicare will be the primary payer for persons with Medicare due to disability if the Member is not actively working or the employer has less than 100 employees.

This Plan will be the primary payer for persons under age 65 with Medicare coverage when Medicare coverage is due to End Stage Renal Disease (ESRD), for the first 30 months from the entitlement to or eligibility for Medicare (whether or not Medicare is taken at that time). After 30 months, Medicare will become the primary payer if Medicare is in effect (30-month coordination period).

When a Member becomes eligible for Medicare due to a second entitlement (such as age), this Plan remains primary, if this Plan was primary at the point when the second entitlement became effective, for the duration of 30 months after the Medicare entitlement or eligibility due to ESRD. If Medicare was primary at the point of the second entitlement, then Medicare remains primary. There will be no 30-month coordination period for ESRD.

**Members with Medicare and Two Group Insurance Policies** - If Medicare is secondary to a group coverage (see Medicare primacy rules), the primary coverage covering the Member will pay first, Medicare will pay second, and the coverage covering the Member as a retiree or inactive employee or Dependent will pay third. The order of primacy is not based on the group health insurance subscriber.

If Medicare is the primary payer due to Medicare primacy rules, then the rules of primacy for employees and their Spouses will be used to determine the coverage that will pay second and third. The rules of primacy can be found under the heading "Double Coverage on Spouses."

**Your Obligations** – You have an obligation to provide Us with current and accurate information regarding the existence of other coverage.

Benefits payable under another coverage include benefits that would be payable under that coverage, whether or not a claim is made, and benefits that would have been paid but were refused because the claim was not sent to the Provider of other coverage on a timely basis.

Your benefits under this Benefits Booklet will be reduced by the amount that such benefits would duplicate benefits payable under the primary coverage.

**Payment of Benefits to Others** - Whenever payments that should have been made under this Benefits Booklet have been made under any other coverage, We will have the right to pay to the other coverage any amount We determine to be warranted to satisfy the intent of this provision. Any amount so paid will be considered to be benefits paid under this Benefits Booklet, and with that payment We will fully satisfy Our liability under this provision.

**Duplicate Coverage and Coordination of Benefits Overpayment Recovery** - If, in administering benefits on behalf of the Plan, We have overpaid for Covered Services under this provision, We will have the right, by offset or otherwise, to recover the excess amount from you or any person or entity to which, or on whose behalf, the payments were made.

## COMPLAINTS, APPEALS AND GRIEVANCES

In administering benefits on behalf of the Plan, We have complete discretion to determine administration of benefits under this Benefits Booklet. This section explains what to do if you disagree with Our denial, in whole or in part, of a claim or requested service or supply and it includes instructions for initiating a Complaint, filing an Appeal or filing a Grievance with Us.

### Complaints

If you have a Complaint about any aspect of Our service or claims processing, you should contact Our customer service department. A trained representative will work to clear up any confusion and resolve your concerns. You may submit a written Complaint to the address listed below. If you are not satisfied with the resolution of Member concerns by Our customer service associate, you may file an Appeal at this address as explained under the **Appeals** heading in this section:

HMO Colorado  
Customer Service Department  
P.O. Box 17549  
Denver, CO 80217-0549

### Appeals

For purposes of these Appeal provisions, “claim for benefits” means a request for benefits under the plan. The term includes both pre-service and post-service claims.

- A pre-service claim is a claim for benefits under the plan for which you have not received the benefit or for which you may need to obtain approval in advance.
- A post-service claim is any other claim for benefits under the plan for which you have received the service.

If your claim is denied or if your coverage is rescinded:

- you will be provided with a written notice of the denial or rescission; and
- you are entitled to a full and fair review of the denial or rescission.

The procedure the Administrator will follow will satisfy the requirements for a full and fair review under applicable federal regulations.

#### Notice of Adverse Benefit Determination

If your claim is denied, the Administrator’s notice of the adverse benefit determination (denial) will include:

- information sufficient to identify the claim involved;
- the specific reason(s) for the denial;
- a reference to the specific plan provision(s) on which the Administrator’s determination is based;
- a description of any additional material or information needed to perfect your claim;
- an explanation of why the additional material or information is needed;
- a description of the plan’s review procedures and the time limits that apply to them, including a statement of your right to bring a civil action under ERISA (if applicable) if you appeal and the claim denial is upheld;
- information about any internal rule, guideline, protocol, or other similar criterion relied upon in making the claim determination and about your right to request a copy of it free of charge, along with a discussion of the claims denial decision; and
- information about the scientific or clinical judgment for any determination based on medical necessity or experimental treatment, or about your right to request this explanation free of charge, along with a discussion of the claims denial decision;
- the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman who may assist you.

For claims involving urgent/concurrent care:

- the Administrator's notice will also include a description of the applicable urgent/concurrent review process; and
- the Administrator may notify you or your authorized representative within 72 hours orally and then furnish a written notification.

## Appeals

You have the right to appeal an adverse benefit determination (claim denial or rescission of coverage). You or your authorized representative must file your appeal within 180 calendar days after you are notified of the denial or rescission. You will have the opportunity to submit written comments, documents, records, and other information supporting your claim. The Administrator's review of your claim will take into account all information you submit, regardless of whether it was submitted or considered in the initial benefit determination.

- The Administrator shall offer a single mandatory level of appeal and an additional voluntary second level of appeal which may be a panel review, independent review, or other process consistent with the entity reviewing the appeal. The time frame allowed for the Administrator to complete its review is dependent upon the type of review involved (e.g. pre-service, concurrent, post-service, urgent, etc.).

**For pre-service claims involving urgent/concurrent care**, you may obtain an expedited appeal. You or your authorized representative may request it orally or in writing. All necessary information, including the Administrator's decision, can be sent between the Administrator and you by telephone, facsimile or other similar method. To file an appeal for a claim involving urgent/concurrent care, you or your authorized representative must contact the Administrator at the phone number listed on your Health Benefit ID card and provide at least the following information:

- the identity of the claimant;
- the date(s) of the medical service;
- the specific medical condition or symptom;
- the provider's name;
- the service or supply for which approval of benefits was sought; and
- any reasons why the appeal should be processed on a more expedited basis.

**All other requests for appeals** should be submitted in writing by the Member or the Member's authorized representative, except where the acceptance of oral appeals is otherwise required by the nature of the appeal (e.g. urgent care). You or your authorized representative must submit a request for review to:

HMO Colorado  
Appeals Department  
700 Broadway CO0104-0430  
Denver, CO 80273

## You must include your Member Identification Number when submitting an appeal.

Upon request, the Administrator will provide, without charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. "Relevant" means that the document, record, or other information:

- was relied on in making the benefit determination; or
- was submitted, considered, or produced in the course of making the benefit determination; or
- demonstrates compliance with processes and safeguards to ensure that claim determinations are made in accordance with the terms of the plan, applied consistently for similarly-situated claimants; or
- is a statement of the plan's policy or guidance about the treatment or benefit relative to your diagnosis.

The Administrator will also provide you, free of charge, with any new or additional evidence considered, relied upon, or generated in connection with your claim. In addition, before you receive an adverse benefit determination on review based on a new or additional rationale, the Administrator will provide you, free of charge, with the rationale.

**For Out of State Appeals**, you have to file Provider appeals with the Host Plan. This means Providers must file appeals with the same plan to which the claim was filed.

### **How Your Appeal will be Decided**

When the Administrator considers your appeal, the Administrator will not rely upon the initial benefit determination or, for voluntary second-level appeals, to the earlier appeal determination. The review will be conducted by an appropriate reviewer who did not make the initial determination and who does not work for the person who made the initial determination. A voluntary second-level review will be conducted by an appropriate reviewer who did not make the initial determination or the first-level appeal determination and who does not work for the person who made the initial determination or first-level appeal determination.

If the denial was based in whole or in part on a medical judgment, including whether the treatment is experimental, investigational, or not medically necessary, the reviewer will consult with a health care professional who has the appropriate training and experience in the medical field involved in making the judgment. This health care professional will not be one who was consulted in making an earlier determination or who works for one who was consulted in making an earlier determination.

### **Notification of the Outcome of the Appeal**

**If you appeal a claim involving urgent/concurrent care**, the Administrator will notify you of the outcome of the appeal as soon as possible, but not later than 72 hours after receipt of your request for appeal.

**If you appeal any other pre-service claim**, the Administrator will notify you of the outcome of the appeal within 30 days after receipt of your request for appeal.

**If you appeal a post-service claim**, the Administrator will notify you of the outcome of the appeal within 60 days after receipt of your request for appeal.

### **Appeal Denial**

- If your appeal is denied, that denial will be considered an adverse benefit determination. The notification from the Administrator will include all of the information set forth in the above subsection entitled "Notice of Adverse Benefit Determination."

### **Voluntary Second Level Appeals**

If you are dissatisfied with the Plan's mandatory first level appeal decision, a voluntary second level appeal may be available. If you would like to initiate a second level appeal, please write to the address listed above. Voluntary appeals must be submitted within 60 calendar days of the denial of the first level appeal. You are not required to complete a voluntary second level appeal prior to submitting a request for an independent External Review.

### **External Review**

If the outcome of the mandatory first level appeal is adverse to you and it was based on medical judgment, you may be eligible for an independent External Review pursuant to federal law.

You must submit your request for an External Review to the Administrator within four (4) months of the notice of your final internal adverse determination.

A request for External Review must be in writing unless the Administrator determines that it is not reasonable to require a written statement. You do not have to re-send the information that you submitted for internal appeal. However, you are encouraged to submit any additional information that you think is important for review.

For pre-service claims involving urgent/concurrent care, you may proceed with an Expedited External Review without filing an internal appeal or while simultaneously pursuing an expedited appeal through our internal appeal process. You or your authorized representative may request it orally or in writing. All necessary information, including the Administrator's decision, can be sent between the Administrator and you by telephone, facsimile or other similar method. To proceed with an Expedited External Review, you or your authorized representative must contact the Administrator at the phone number listed on your Health Benefit ID card and provide at least the following information:

- the identity of the claimant;
- the date (s) of the medical service;
- the specific medical condition or symptom;

- the provider's name;
- the service or supply for which approval of benefits was sought; and
- any reasons why the appeal should be processed on a more expedited basis.

All other requests for External Review should be submitted in writing unless the Administrator determines that it is not reasonable to require a written statement. Such requests should be submitted by you or your authorized representative to:

HMO Colorado  
 Appeals Department  
 700 Broadway CO0104-0430  
 Denver, CO 80273

**You must include your Member Identification Number when submitting an appeal.**

This is not an additional step that you must take in order to fulfill your appeal procedure obligations described above. Your decision to seek External Review will not affect your rights to any other benefits under this health care plan. There is no charge for you to initiate an independent External Review. The External Review decision is final and binding on all.

**Requirement to file an Appeal before filing a lawsuit**

No lawsuit or legal action of any kind related to a benefit decision may be filed by you in a court of law or in any other forum, unless it is commenced within three years of the Plan's final decision on the claim or other request for benefits. If the Plan decides an appeal is untimely, the Plan's latest decision on the merits of the underlying claim or benefit request is the final decision date. You must exhaust the Plan's internal Appeals Procedure, but not including any voluntary level of appeal, before filing a lawsuit or taking other legal action of any kind against the Plan.

**We reserve the right to modify the policies, procedures and timeframes in this section upon further clarification from Department of Health and Human Services and Department of Labor.**

**Grievances**

A Member may send a written Grievance to the following address:

HMO Colorado  
 Quality Management Department  
 700 Broadway CO0104-0430  
 Denver, CO 80273-0001

Receipt of your Grievance will be acknowledged by Our quality management department which will investigate the Grievance. We treat each Grievance investigation in a strictly confidential manner.

**Legal Action**

Before you take legal action on a claim decision, you must first follow the process outlined under the **Appeals** heading in this section and you must meet all the requirements of this Benefits Booklet.

No action in law or in equity shall be brought to recover on this Benefits Booklet before the expiration of 60 calendar days after a claim has been filed in accordance with the requirements of this Benefits Booklet. To the extent required by applicable law, if the member has exhausted all mandatory levels of review in the **Appeals** heading in this section, the member may be entitled to have the claim decision reviewed de novo (as if for the first time) in any court with jurisdiction and to a trial by jury.

No such action shall be brought at all unless brought within three years after claim has been filed as required by the Benefits Booklet.

## GLOSSARY

This section defines words and terms used throughout the Benefits Booklet to help you understand the content. The first letter of each of these words will be capitalized whenever it is used as a defined below in this Benefits Booklet. You should refer to this section to find out exactly how, for the purposes of this Benefits Booklet, a word or term is used, for the purposes of this Benefits Booklet.

**Accidental Injuries** - unintentional internal or external injuries, e.g., strains, animal bites, burns, contusions and abrasions which result in trauma to the body. Accidental Injuries are different from illness-related conditions.

**Acupuncture Services** - the treatment of a disease or condition by inserting special needles along specific nerve pathways for therapeutic purposes. The placement of the needles varies with the disease or condition being treated.

**Acute Care** - care that is provided in an office, Urgent Care setting, Emergency room or Hospital for a medical illness, accident or injury. Acute Care may be Emergency, urgent or non-urgent, but is not primarily preventive in nature.

**Acute Rehabilitation Therapy** - inpatient rehabilitation therapy that is required for a short period of time. Acute rehabilitation therapy services are unrelated to acute hospital medical or surgical care.

**Administrative Services Agreement** - the agreement among HMO Colorado, the Trust Committee, on behalf of the Trust, and the Regents of the University of Colorado as Plan Sponsor regardless of how such an agreement may be titled, stating all the terms and provisions applicable to the claims payment and administration of this Plan.

**Administrator** - an organization or entity that the Trust Committee, on behalf of the Trust and Plan, contracts with to provide administrative and claims payment services under the Plan. The Administrator of this Plan is HMO Colorado. The Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

**Alcohol Abuse** - means is a condition brought about when an individual uses alcohol in such a manner that his or her health is impaired and/or ability to control actions is lost.

**Alcoholism Treatment Center** - an accredited or licensed Hospital, or any other public or private facility or portion thereof providing services especially for the treatment of Substance Abuse which is licensed by the Colorado Department of Human Services for those services.

**Alternative Care Facility** – a non-Hospital health care facility, or an attached facility designated as free standing by a Hospital, that the Plan approves, which provides Outpatient services primarily for but not limited to:

- Diagnostic Services such as Computerized Axial Tomography (CAT scan) or Magnetic Resonance Imaging (MRI);
- Surgery;
- Therapy Services or Rehabilitation.

An Alternative Care Facility is not related to the delivery of Alternative/Complimentary Care as defined below.

**Alternative/Complimentary Care** - therapeutic practices that are not currently considered an integral part of conventional medical practice. Therapies are termed *Complimentary* when used in addition to conventional treatments and as *Alternative* when used instead of conventional treatment. Alternative medicine includes, but is not limited to, Chinese or Ayurvedic medicine, herbal treatments, vitamin therapy, homeopathic medicine and other non-traditional remedies for treating diseases or conditions.

**Ambulance** - a specially designed and equipped vehicle used **only** for transporting the sick and injured. It must have customary safety and lifesaving equipment such as first-aid supplies and oxygen equipment. The vehicle must be operated by trained personnel and licensed as an Ambulance.

**Ancillary Services** - services and supplies (in addition to room services) that Hospitals and other facilities bill for and regularly make available for the treatment of your condition. Such services include, but are not limited to:

- Use of operating room, recovery room, Emergency room, treatment rooms and related equipment
- Drugs and medicines, biologics (medicines made from living organisms and their products), and pharmaceuticals
- Dressings and supplies, sterile trays, casts, and splints



- Diagnostic and therapeutic services
- Blood processing and transportation and blood handling costs and administration

**Anesthesia** - the loss of normal sensation or feeling. There are two different types of Anesthesia:

- General Anesthesia, also known as total body Anesthesia, causes the patient to become unconscious or “put to sleep” for a period of time
- Local Anesthesia causes loss of feeling or numbness in a specific area and is usually injected with a local anesthetic drug such as Lidocaine

**Anniversary Date** - the annual date on which the Plan renews its coverage.

**Appeal** - a process for reconsideration of Our decision regarding your claim.

**Applied Behavior Analysis** - the use of behavior analytic methods and research findings to change socially important behaviors in meaningful ways.

**Autism Services Provider** - any person who provides direct services to a person with Autism Spectrum Disorder, is licensed, certified, or registered by the applicable state licensing board or by a nationally recognized organization, and who meets one of the following:

- 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 Autism Spectrum Disorders;
- 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 Autism Spectrum Disorders;
- 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 organization;
- Has a master's degree or higher in one of the behavior 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 Autism Spectrum Disorders. For the purposes of this sub-paragraph (d), "related services provider" means a physical therapist, occupational therapist, or speech therapist.
- Has a baccalaureate degree or higher in behavioral sciences and is nationally certified as a "board certified associate behavior analyst" or certified by a similar nationally recognized organization.

**Autism Spectrum Disorders or ASD** - includes the following neurobiological disorders: autistic disorder, Asperger's disorder, and atypical autism as a diagnosis within pervasive developmental disorder not otherwise specified, as defined in the most recent edition of the diagnostic and statistical manual of mental disorders, at the time of the diagnosis.

**Autism Treatment Plan** - a plan developed for an individual by an Autism Services Provider and prescribed by a licensed physician or a licensed psychologist pursuant to a comprehensive evaluation or reevaluation for an individual consisting of the individual's diagnosis; proposed treatment by type, frequency, and anticipated treatment; the anticipated outcomes stated as goals; and the frequency by which the treatment plan will be updated. The treatment plan is developed in accordance with the patient-centered Medical Home as defined in state law.

**Authorization** - approval of benefits for a covered procedure or service.

**Benefit Period** - Your Benefit Period is based on a benefit year and begins on the Subscriber's Effective Date, and expires on the following June 30; a new Member's Benefit Period commences on each subsequent July 1. If your coverage ends earlier, the Benefit Period ends at the same time.

**Benefit Period Maximum** - The maximum number of days, visits or dollar amount We will pay for specific Covered Services during a Benefit Period.

**Benefits Booklet** — this document, which explains the benefits, limitations, exclusions, terms and conditions of the health benefit Plan. In the event of any discrepancy, ambiguity or conflict between the terms of the Benefits Booklet and any other Plan document, terms of the Plan Document will control.

**Billed Charges** - a Provider's regular charges for services and supplies as offered to the public generally and without any adjustment for any applicable In-Network Provider or other discounts.

**Birth Abnormality** - a condition that is recognizable at birth, such as a fractured arm.

**Birthdate Rule** - the guideline that determines which of two parents' health insurance coverages is primary for the coverage of Dependent child(ren). Generally, under the Birthdate Rule, the parent whose birthday comes first during the year is considered to have the primary insurance coverage for the child(ren). Any balance may be submitted to the other parent's insurance carrier for additional consideration.

**Cardiac Rehabilitation** - medically supervised, planned program to increase the functional capacity of the patient to allow the individual to resume activities of daily living after a cardiac event.

**Care Management** - a plan of Medically Necessary and appropriate health care which is aimed at promoting more effective interventions to meet your needs and optimize care. Care Management is also referred to as case management.

**Care Manager** - a professional (e.g., nurse, doctor or social worker) who works with you, your Providers and Us to coordinate services deemed Medically Necessary for your care. A Care Manager is also referred to as a case manager.

**Chemotherapy** - drug therapy administered as treatment for malignant conditions and diseases of certain body systems.

**Chiropractic Services** - a system of therapy in which disease is considered the result of abnormal function of the nervous system. This method of treatment usually involves manipulation of the spinal column and other body structures.

**Chronic Pain** - ongoing pain that lasts more than six months that is due to non-life threatening causes, may continue for the remainder of the person's life, and has not responded to current available treatment methods.

**Chronic Rehabilitation Therapy** - inpatient rehabilitation therapy that is required for more than six months and may continue for the remainder of the person's life. Chronic rehabilitation therapy is also known as non-acute and long-term acute.

**Civil Union Partnership (Partner)** - a Partner to a civil union as recognized under the laws where the Subscriber lives.

**Clinically Equivalent** - means drugs as determined by Us that, for the majority of members, can be expected to produce similar therapeutic outcomes for a disease or condition.

**COBRA** - an acronym for the Consolidated Omnibus Budget Reconciliation Act of 1985. This federal law allows individuals, in certain cases, to continue their group health insurance coverage for a specified period after termination of their employment or due to qualifying events. COBRA shall also refer to the generally parallel continuation requirements provided under the Public Health Service Act.

**Cold Therapy** - the application of cold to decrease swelling, pain or muscle spasm.

**Complaint** - an expression of dissatisfaction with Our services or the practices of an In-Network Provider, whether medical or non-medical in nature.

**Congenital Defect** - a defect or anomaly existing before birth, such as cleft lip or club foot. Disorders of growth and development over time are not considered congenital.

**Consultation/Second Opinion** - a service provided by another Physician who gives an opinion about the treatment of your condition. The consulting Physician often has specialized skills that are helpful in diagnosing or treating the illness or injury.

**Continuation Coverage** - an employer provided continuation of your health insurance coverage for those individuals not eligible for COBRA coverage, available for a specified period of time after termination of a Member's employment or due to qualifying events.

**Coordination of Benefits** - also known as COB, a stipulation in most health insurance policies that helps prevent duplicate payments for services covered by more than one policy or program of insurance. For example, you may be covered by your own policy, as well as a Spouse's policy. Eligible medical expenses are covered first by the person's own policy. Any balance is submitted to the Spouse's health insurance carrier for additional consideration.

**Copayment** - the portion of a claim or medical expense that you must pay out of your own pocket to a Provider or a facility for each service. A Copayment is usually a fixed amount paid at the time the service is rendered.

**Cosmetic Services** - cosmetic services are primarily intended to preserve, change or improve your appearance or are furnished for psychiatric or psychological reasons.

**Cost Sharing** - the general term used for Out-of-Pocket expenses you pay, e.g. Copayments paid by you.

**Covered Services** - services, supplies or treatments which are:

- Medically Necessary or otherwise specifically included as a benefit under this Benefits Booklet
- Within the scope of the license of the Provider performing the service
- Rendered while coverage under this Benefits Booklet is in force
- Not Experimental/Investigational or otherwise excluded or limited by the Benefits Booklet, or by any amendment or rider thereto
- Authorized in advance by Us if such Preauthorization is required by the Benefits Booklet

Covered Services are subject to the Maximum Allowed Amount which is the maximum amount payable for Covered Services you receive, up to but not to exceed charges actually billed. If a service is not covered or if you have exceeded your benefits for Covered Services, the Provider is not limited by the Maximum Allowed Amount and they can charge up to the billed amount.

**Covered Transplant Procedures** - any Medically Necessary human organ and stem cell/ bone marrow transplants and transfusions as listed as a Covered Services in this Benefits Booklet or as determined by Us including necessary acquisition procedures, harvest and storage, and including Medically Necessary preparatory myeloablative therapy.

**Creditable Coverage** - a qualified prior health coverage that a Member had within 90 days before the Effective Date of Our coverage. Prior creditable health coverage includes Medicare or Medicaid coverage, a group health insurance coverage, an individual health benefit coverage, state high risk pool coverage, any federal or state health benefit coverage or any other health benefit coverage that provides basic medical and Hospital care, including, but limited to, Hospital services, Physicians' services, outpatient medical services, and laboratory and x-ray services.

**Custodial Care** - care provided primarily to meet your personal needs. This includes help in walking, bathing or dressing. It also includes, but is not limited to, preparing food or special diets, feeding, administration of medicine that is usually self-administered or any other care that does not require continuing services of specialized medical personnel.

**Dental Services** - services, supplies, appliances and related expenses for treatment of conditions related to the teeth or structures supporting the teeth, or for improving dental clinical outcomes.

**Dependent** - a Subscriber's legal spouse, Partner in a Civil Union, SGDP or child as defined in the **MEMBERSHIP** section of this Benefits Booklet under the heading **Dependents**.

**Discharge Planning** - the evaluation of your medical needs and arrangement of appropriate care after discharge from a facility.

**Disease Management** - is used to help coordinate care for Members who have been diagnosed with specific, persistent or chronic conditions.

**Dialysis Treatment** - a medical procedure that filters the blood and removes excess fluids and waste products usually removed by the kidneys. It is a necessary form of treatment for patients with end stage renal disease.

**Durable Medical Equipment** - any equipment that can withstand repeated use, is made to serve a medical condition, is useless to a person who is not ill or injured, and is appropriate for use in the home.

**Effective Date** - the date coverage under this Benefits Booklet begins. July 1<sup>st</sup> of each year.

**Elective Surgery** - a procedure that does not have to be performed on an Emergency basis and can be reasonably delayed. Such Surgery may still be considered Medically Necessary.

**Emergency** - the sudden, and at the time, unexpected onset of a health condition that requires immediate medical attention where failure to provide medical attention would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person's health in serious jeopardy.

**Experimental/Investigational -**

(a) Any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply used in or directly related to the diagnosis, evaluation or treatment of a disease, injury, illness or other health condition which We determine in Our sole discretion to be Experimental or Investigational.

We will deem any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply to be Experimental or Investigational if we determine that one or more of the following criteria apply when the service is rendered with respect to the use for which benefits are sought.

The drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply:

- Cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA) or any other state or federal regulatory agency, and such final approval has not been granted
- Has been determined by the FDA to be contraindicated for the specific use
- Is provided as part of a clinical research protocol or clinical trial (except as noted in the Clinical Trials section under Covered Services in this Benefits Booklet as required by state law), or is provided in any other manner that is intended to evaluate the safety, toxicity or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply; or is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function
- Is provided pursuant to informed consent documents that describe the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply as Experimental or Investigational, or otherwise indicate that the safety, toxicity or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply is under evaluation

(b) Any service not deemed Experimental or Investigational based on the criteria in subsection (a) may still be deemed to be Experimental or Investigational by Us. In determining whether a service is Experimental or Investigational, We will consider the information described in subsection (c) and assess all of the following:

- Whether the scientific evidence is conclusory concerning the effect of the service on health outcomes
- Whether the evidence demonstrates that the service improves the net health outcomes of the total population for whom the service might be proposed as any established alternatives
- Whether the evidence demonstrates the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings

(c) The information We consider or evaluate to determine whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply is Experimental or Investigational under subsections (a) and (b) may include one or more items from the following list, which is not all-inclusive:

- Randomized, controlled, clinical trials published in authoritative, peer-reviewed United States medical or scientific journal
- Evaluations of national medical associations, consensus panels and other technology evaluation bodies
- Documents issued by and/or filed with the FDA or other federal, state or local agency with the authority to approve, regulate or investigate the use of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply
- Documents of an IRB or other similar body performing substantially the same function
- Consent documentation(s) used by the treating Physicians, other medical professionals or facilities, or by other treating Physicians, other medical professionals or facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply
- The written protocol(s) used by the treating Physicians, other medical professionals or facilities or by other treating Physicians, other medical professionals or facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply
- Medical records
- The opinions of consulting Providers and other experts in the field

(d) We have the sole authority and discretion to identify and weigh all information and determine all questions pertaining to whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply is Experimental or Investigational.

**Explanation of Benefits** - also known as an EOB, a printed form sent by an insurance company to you after a claim has been filed and adjudicated. The EOB includes such information as the date of service, name of Provider, amount covered and patient balance. An explanation of Medicare benefits, or EOMB, is similar, except it is sent following submission of a Medicare claim.

**Family Membership** - a membership that covers two or more persons (the Subscriber and one or more Dependents).

**Grievance** - a written Complaint about the quality of care or service a Member receives from a Provider.

**Health Benefit ID Card** - the card We give you with information such as the Subscriber's name and Subscriber's ID number.

**Hemodialysis** - the treatment of an acute or chronic kidney ailment during which impurities are removed from the blood with dialysis equipment.

**HMO Colorado** - A health maintenance organization, organized under the laws of the State of Colorado, doing business as HMO Colorado, Inc. Referred to in this Benefits Booklet as "Us", "We", or "Our."

Also referred to as "HMOC".

**Holistic Medicine** - various preventive and healing techniques, that are theoretically based on the influence of the external environment and the various ways different body tissues affect each other along with the body's natural healing powers.

**Home Health Agency** - an agency 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. A Home Health Agency is primarily engaged in arranging and providing nursing services, home health aide services, and other therapeutic and related services.

**Home Care** - the general term for skilled nursing, Occupational Therapy and other health-related services provided at home by an accredited agency.

**Home Care Services** - professional nursing services, certified nurse aide services, Medical Supplies, equipment, and appliances suitable for use in the home, and Physical Therapy, Occupational Therapy, Speech Pathology and audiology services provided by a certified Home Health Agency to eligible Members who are under a plan of care in their place of residence.

**Home IV Therapy** - services in the home as home intravenous (IV) chemotherapy, antibiotic therapy, or IV pain management.

**Hospice** - a Provider that gives care to terminally ill patients and their families, either directly or on a consulting basis with the patient's Doctor. It must be licensed by the appropriate agency.

**Hospital** - a health institution licensed as a hospital and offering facilities, beds and continuous services 24 hours a day and that meets all licensing and certification requirements of local and state regulatory agencies.

**Individual Membership** - a membership covering one person (the Subscriber).

**Inhalation Therapy** - therapeutic use of medicines, aerosols, gases, water vapors or anesthetics by inhalation.

**In-Network** - a term describing Providers or facilities that enter into a network agreement with Us for this specific health benefit plan.

**Inpatient Rehabilitation Therapy** - care received while a Member is admitted as inpatient at a rehabilitation facility for the primary purpose of receiving rehabilitation services. Care includes a minimum of three hours of therapy, e.g., speech therapy, respiratory therapy, occupational therapy and/or physical therapy. Inpatient rehabilitation therapy may be received from an acute rehabilitation facility, skilled nursing facility, long term acute care facility or sub-acute facility. Inpatient rehabilitation therapy includes acute rehabilitation therapy, chronic rehabilitation therapy or sub-acute rehabilitation therapy.

**Intractable Pain** - a pain state in which the cause of the pain cannot be removed and which in the generally accepted course of medical practice no relief or cure of the cause of the pain is possible, or none has been found after reasonable efforts, including, but not limited to, evaluation by the attending Physician and one or more Physicians specializing in the treatment of the area, system or organ of the body perceived as the source of the pain.

**In-Vitro** - outside the body in an artificial environment.

**In-Vivo** - within the living body.

**IUD** - an acronym for intra-uterine device, a devices inserted into the uterus to prevent pregnancy.

**Laboratory and Pathology Services** - testing procedures required for the diagnosis or treatment of a condition. Generally, these services involve the analysis of a specimen of tissue or other material that has been removed from the body.

**Long-Term Acute Care Facility (LTC)** - an institution that provides an array of long-term critical care services if you have serious illnesses or injuries. Long-Term Acute Care is provided for Members with complex medical needs. These include Members with high-risk pulmonary condition who have ventilator or tracheotomy needs, medically unstable patient,

extensive wound care needs or post-operative Surgery wound care needs, and Members with low level closed head injuries. Long-Term Acute Care Facilities do not provide care for low intensity patient needs.

**Maintenance Drugs** - medications that are prescribed for chronic, long-term conditions and are taken on a regular, recurring basis. Examples of chronic conditions that may require Maintenance Drugs are high blood pressure, high cholesterol, epilepsy and diabetes.

**Managed Care** - a system of health care delivery the goals which are to give you access to quality, cost-effective health care while optimizing utilization and cost of services, and measuring Provider and coverage performance.

**Maternity Services** - services you require for the diagnosis and care of a pregnancy, complications of pregnancy and for delivery services. Delivery services include:

- Normal vaginal delivery
- Cesarean section delivery
- Spontaneous termination of pregnancy before full term

**Maximum Allowed Amount** - The maximum amount that the Plan will allow for Covered Services the Member receives. More information can be found in the **ABOUT YOUR HEALTH COVERAGE** section under **Cost Sharing Requirements**.

**Maximum Medical Improvement** - a determination at Our sole discretion that no further medical care can reasonably be expected to measurably improve your condition. Maximum Medical Improvement shall be determined without regard to whether continued care is necessary to prevent deterioration of the condition or is otherwise life-sustaining.

**Medical Home** - an appropriately qualified medical specialty, developmental, therapeutic, or mental health care practice that verifiably ensures continuous, accessible, and comprehensive access to and coordination of community-based medical care, mental health care, oral health care, and related services for a dependent child. A medical home may also be referred to as a health care home. If a dependent child's medical home is not a primary medical care provider, the dependent child must have a primary medical care provider to ensure that the primary medical care needs are appropriately addressed. All medical homes shall ensure, at a minimum, the following:

- Health maintenance and preventative care
- Anticipatory guidance and health education
- Acute and chronic illness care
- Coordination of medications, specialists, and therapies
- Provider participation in hospital care; and
- Twenty-four-hour telephone care

**Medical Policy and Technology Assessment** - a process We use to review and evaluate new technology according to its technology evaluation criteria developed by its medical directors. Technology assessment criteria are used to determine the experimental / investigational status or Medical Necessity of new technology. Guidance and external validation of Anthem's medical policy is provided by the Medical Policy and Technology Assessment Committee (MPTAC) which consists of approximately 20 doctors from various medical specialties including Our medical directors, doctors in academic medicine and doctors in private practice.

Conclusions made are incorporated into medical policy used to establish decision protocols for particular diseases or treatments and applied to medical necessity criteria used to determine whether a procedure, service, supply or equipment is covered.

**Medical Supplies** - items (except Prescription Drugs) required for the treatment of an illness or injury.

**Medically Necessary** - an intervention that is or will be provided for the diagnosis, evaluation and treatment of a condition, illness, disease or injury and that We solely determine to be:

- Medically appropriate for and consistent with the symptoms and proper diagnosis or treatment of the condition, illness, disease or injury
- Obtained from a Physician and/or licensed, certified or registered Provider
- Provided in accordance with applicable medical and/or professional standards
- Known to be effective, as proven by scientific evidence, in materially improving health outcomes

- The most appropriate supply, setting or level of service that can safely be provided to you and which cannot be omitted consistent with recognized professional standards of care (which, in the case of hospitalization, also means that safe and adequate care could not be obtained as an outpatient)
- Cost-effective compared to alternative interventions, including no intervention. Cost effective does not always mean lowest cost. It does mean that as to the diagnosis or treatment of your illness, injury or disease, the service is: (1) not more costly than an alternative service or sequence of services that is medically appropriate, or (2) the service is performed in the least costly setting that is medically appropriate
- Not Experimental/Investigational
- Not primarily for you, your families, or your Provider's convenience
- Not otherwise subject to an exclusion under this Benefits Booklet

The fact that a Physician and/or Provider may prescribe, order, recommend or approve care, treatment, services or supplies does not, of itself, make such care, treatment, services or supplies Medically Necessary.

**Medicare** - a federally funded health insurance program that provides benefits for people age 65 and older. Some individuals under age 65 who are disabled or who have end stage kidney disease also are eligible for Medicare benefits.

**Member** - the Subscriber or any Dependent who is enrolled for coverage under this Benefits Booklet. Also referred to in this Benefits Booklet as "you" or "your". In some instances you or your child could also mean a representative decision-maker. We will accept the guidance of your representative decision-maker in those situations as required by state law.

**Mental Health and Substance Abuse** – A condition that is listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental health or substance abuse condition. It does not include Autism Spectrum Disorder, which under state law is considered a medical condition.

**Myotherapy** - the physical diagnosis, treatment and pain management of conditions which cause pain in muscles and bones.

**Nephritis** - infection or inflammation of the kidney.

**Nephrosis** - condition in which there are degenerative changes in the kidneys without the occurrence of inflammation.

**Occupational Therapy** - the use of educational and rehabilitative techniques to improve your functional ability to live independently. Occupational Therapy requires that a properly accredited occupational therapist (OT) or certified Occupational Therapy assistant (COTA) perform such therapy.

**OMT** - an acronym for Osteopathic Manipulative Therapy, a hands-on modality of evaluation, diagnosis, and treatment using palpation of the body's tissues and musculoskeletal system with a variety of therapeutic techniques involving fascia, muscles, and joints to help resolve both acute and chronic musculoskeletal injuries.

**Open Enrollment** - the specified time period before the Plan's Anniversary Date. During this period, you may enroll yourself and your Dependents for coverage or change coverage options, if this option is available.

**Orthopedic Appliance** - a rigid or semi-rigid support used to eliminate, restrict or support motion in a part of the body that is diseased, injured, weak or malformed.

**Orthotic** - a support or brace for weak or ineffective joints or muscles.

**Osteopathic Manipulative Therapy** - correction by manual or mechanical means for structural imbalance or subluxation to remove nerve interference from or related to distortion, misalignment or subluxation of or in the vertebral column.

**Out-of-Network** - a term for Providers or facilities that do not enter into a network agreement with Us. Services from an Out-of-Network Provider are covered only under limited circumstances.

**Out-of-Pocket Annual Maximum** - the Cost Sharing total that you may be responsible for under this Benefits Booklet for most medical expenses under your policy during a specified period. The Out-of-Pocket Annual Maximum is designed to protect you from catastrophic health care expenses. For your Benefit Period, after the Out-of-Pocket Annual Maximum is reached, for most services, payment will be made at 100 percent of the Maximum Allowed Amount for the remainder of your Benefit Period. Benefit Period Maximums, under this Benefits Booklet will still apply, even if you have satisfied your Out-of-Pocket Annual Maximum.

**Outpatient Medical Care** - non-surgical services provided in a Provider's office, the outpatient department of a Hospital or other facility, or your home.

**Paraprofessional** - a trained colleague who assists a professional person, such as a radiology technician.

**Physical and Medical Rehabilitation** - care that includes a minimum of three hours of therapy, e.g., Speech Therapy, respiratory therapy, Occupational Therapy and/or Physical Therapy, and often some weekend therapy. Inpatient Medical Rehabilitation is generally provided in a rehabilitation section of a Hospital or a freestanding facility. Some skilled nursing facilities have “rehabilitation” beds.

**Physical Therapy** - the use of physical agents to treat disability resulting from disease or injury. Physical agents used include heat, cold, electrical currents, Ultrasound, ultraviolet radiation, massage and therapeutic exercise. Physical Therapy must be performed by a Physician or registered physical therapist.

**Physician** - A doctor of medicine or osteopathy who is licensed to practice medicine under the laws of the state or jurisdiction where the services are provided.

**Plan** - the health benefit Plan provided by the Plan Sponsor and explained in this Benefits Booklet.

**Plan Document** - the Plan Document and Summary Plan Description for the University of Colorado Health and Welfare Plan, and the documents incorporated therein by reference.

**Pharmacy and Therapeutics (P&T) Process** - a process in which health care professionals including nurses, pharmacists, and physicians determine the clinical appropriateness of drugs and promote access to quality medications. The process also reviews drugs to determine the most cost effective use of benefits and advise on programs to help improve care. Our programs may include, but are not limited to, drug utilization programs, preauthorization criteria, therapeutic conversion programs, cross-branded initiatives, and drug profiling initiatives.

**Preauthorization** - a process during which requests for services are reviewed, before services are rendered for approval of benefits, length of stay and appropriate location.

**Premium, costs or fees** - as this Plan is self-funded, insurance premiums are not paid by the Member. As used in this Benefits Booklet, unless otherwise indicated, “premium”, “costs”, or “fees” refer to the charges that you and/or your employer must pay to establish and maintain coverage and administrative services.

**Prescription Drugs** - Prescription Drugs include:

**Brand Name Prescription Drug** - the initial version of a medication developed by a pharmaceutical manufacturer or a version marketed under a pharmaceutical manufacturer's own registered trade name or trademark. The original manufacturer is granted an exclusive patent to manufacture and market a new drug for a certain number of years. After the patent expires and FDA requirements are met, any manufacturer may produce the drug and sell the drug under its own brand name or under the drug's chemical (generic) name.

**Formulary** - a list of pharmaceutical products developed in Consultation with Physicians and pharmacists and approved for their quality and cost-effectiveness.

**Generic Drug** - medications determined by the FDA to be bio-equivalent to brand name drugs and that are not manufactured or marketed under a registered trade name or trademark. Normally, it is available only after the patent protection expires on a brand-name drug. A generic drug's active ingredients duplicate those of a brand name drug but may look different than the corresponding brand product. Generic drugs must meet the same FDA specifications as brand name drugs for safety, purity and potency and must be dispensed in the same dosage form (tablet, capsule, cream) as the counterpart brand name drug. On average, generic drugs cost less than the counterpart brand name drug.

**Legend Drug** - a medicinal substance, dispensed for outpatient use, which under the Federal Food, Drug & Cosmetic Act is required to bear on its original packing label, “Caution: Federal law prohibits dispensing without a prescription.” Compounded medications that contain at least one such medicinal substance are considered to be prescription Legend Drugs. Insulin is considered a prescription legend drug under this Benefits Booklet.

**Maintenance Drugs** - medications that are prescribed for chronic, long-term conditions and are taken on a regular, recurring basis. Examples of chronic conditions that may require Maintenance Drugs are high blood pressure, high cholesterol, epilepsy and diabetes.

**Pharmacy** - an establishment licensed to dispense Prescription Drugs and other medications by a licensed pharmacist upon an authorized health care professional's order. A pharmacy may be an In-Network Provider or an Out-of-Network



Provider. An In-Network pharmacy is contracted as an In-Network pharmacy with Us to provide covered drugs to you under the terms and conditions of this Benefits Booklet. An Out-of-Network pharmacy is **not** contracted with Us.

**Preauthorization** - the process applied to certain drugs and/or therapeutic categories to define and/or limit the conditions under which these drugs will be covered. The drugs and criteria for coverage are defined by the pharmacy and therapeutics committee.

**Prescription Drug Maximum Allowed Amount** - is the maximum amount We allow for any Prescription Drug. The amount is determined by Us using prescription drug costs information provided to Us by the Pharmacy Benefits Manager (PBM).

**Preventive Care** - comprehensive care that emphasizes prevention, early detection and early treatment of conditions through routine physical exams, immunizations and health education.

**Primary Care Provider (PCP)** - an acronym for Primary Care Provider, a Professional Provider who has contracted with Us to supervise, coordinate and provide initial and basic care to you, initiate a Referral for Specialist care and maintain continuity of patient care. PCPs are internal medicine Physicians, family practice Physicians, general practitioners, pediatricians, or other providers licensed in the state where they practice and recognized by Us as PCPs.

**Private-duty nursing services** - services that require the training, judgment and technical skills of an actively practicing registered nurse (R.N.) or licensed practical nurse (L.P.N.). Such services must be prescribed by the attending Physician for the continuous medical treatment of the condition.

**Prosthesis** - a device that replaces all or part of a missing body part.

**Prostate screening** - testing to identify an increased risk of prostate cancer in the absence of any abnormal symptoms.

**Provider** - a person or facility that is recognized by Us as a health care In-Network Provider or is a Provider who We have authorized and fits one or more of the following descriptions:

**Professional Provider** - a Physician or other Professional Provider who is licensed or otherwise authorized by the state or jurisdiction where services are provided to perform designated health care services. For benefits to be payable, services of a Provider must be within the scope of the authority granted by the license and covered by this Benefits Booklet. Such services are subject to review by a medical authority appointed by Us. Other professional Providers include, among others, certified nurse midwives, dentists, optometrists, ophthalmologists, certified registered nurse anesthetists, chiropractors, massage therapists, registered dietitians, and advanced registered nurse practitioners. Services of such a Provider must be among those covered by this Benefits Booklet and are subject to review by a medical authority We appoint.

**Facility Provider** - an Inpatient and Outpatient Facility Providers as defined below:

- An Inpatient Facility Provider - is a Hospital, Alcoholism Treatment Center, residential treatment center, Hospice Facility, Skilled Nursing Care facility, Alternative Care facility or other facility which We recognize as a health care Provider. These Facility Providers may be referred to collectively as a Facility Provider.
- An Outpatient Facility Provider - is a dialysis center, Veteran's Administration or Department of Defense Hospital, Home Health Agency, Alternative Care Facility or other Facility Provider such as an Ambulatory Surgery Center (but not a Hospital, Alcoholism Treatment Center, Hospice Facility or Skilled Nursing Care facility) recognized by Us and licensed or certified to perform designated health care services by the state or jurisdiction where services are provided. Services of such a Provider must be among those covered by this Benefits Booklet and are subject to review by a medical authority appointed by Us.

**Radiation Therapy** - x-ray, radon, cobalt, betatron, telocobalt, radioactive isotope treatment and similar treatments for malignant diseases and other medical conditions.

**Reconstructive Breast Surgery** - a surgical procedure performed following a mastectomy on one or both breasts to re-establish symmetry between the two breasts. The term includes, but is not limited to, augmentation mammoplasty, reduction mammoplasty and mastoplasty.

**Reconstructive Surgery** - in this Benefits Booklet reconstructive surgery includes those procedures that are intended to address a significant variation from normal related to accidental injury, disease, trauma, treatment of a disease or congenital defect.

**Recovery** - Recovery is money the Member, the Member's legal representative, or beneficiary receives whether by settlement, verdict, judgment, order or by some other monetary award or determination, from another, their insurer, or

from any uninsured motorist, underinsured motorist, medical payments, personal injury protection, or any other insurance coverage, to compensate the Member as a result of bodily injury or illness to the Member. Regardless of how the Member, the Member's legal representative, or beneficiary or any agreement may characterize the money received, it shall be subject to the **THIRD PARTY LIABILITY: SUBROGATION AND RIGHT OF RECOVERY** provisions of this Benefits Booklet.

**Referral** - authorization given to you to visit another Provider. A Referral is generally initiated by your PCP.

**Registered Dietitian** - a Registered Dietitian (RD) is a health care professional educated in nutrition and foods who is able to translate scientific information into appropriate food choices.

**Retail Pharmacy** - an establishment licensed to dispense Prescription Drugs and other medications by a licensed pharmacist or mail order service upon an authorized health care professional's order.

**Room Expenses** - expenses that include the cost of the room, general nursing services and meal services for you.

**Second Opinion** - a visit to another Professional Provider (following a first visit with a different Provider) for review of the first Provider's opinion of proposed Surgery or treatment.

**Second Surgical Opinion** - a mechanism used by Managed Care organizations to reduce unnecessary Surgery by encouraging individuals to seek a Second Opinion before specific elective surgeries. In some cases, the health coverage may require a Second Opinion before a specific elective Surgery.

**Service Area** - the geographic area where We are licensed to conduct business. However, the employer may limit eligibility to this plan for those employees who live in certain counties or areas. A complete listing of zip codes where participation in the plan is available can be found at [www.anthem.com/CUHealthPlan](http://www.anthem.com/CUHealthPlan).

**Skilled Nursing Care Facility (SNF)** - an institution that provides you with skilled nursing care, e.g., therapies and protective supervision if you have an uncontrolled, unstable or chronic condition. Skilled nursing care is provided under medical supervision to carry out nonsurgical treatment of chronic diseases or convalescent stages of acute diseases or injuries. Skilled nursing facilities do not provide you with care for high intensity medical needs, or if you are medically unstable.

**Special Care Units** - special areas of a Hospital with highly skilled personnel and special equipment to provide Acute Care, with constant treatment and observation.

**Specialist** - a professional, usually a Physician, devoted to a specific disease, condition or body part. Examples include, but are not limited to psychiatrist, orthopedist, obstetrician, gynecologist and cardiologist.

**Specialty Pharmacy Drugs** - these are high-cost, injectable, infused, oral or inhaled medications as listed on the Specialty Drug List that generally require close supervision and monitoring of their effect on the patient by a medical professional. These drugs often require special handling such as temperature controlled packaging and overnight delivery and are often unavailable at a Retail Pharmacy.

**Speech Therapy (also called Speech Pathology)** - services used for the diagnosis and treatment of speech and language disorders. A licensed and accredited speech/language pathologist must perform Speech Therapy.

**Spouse** - a Subscriber's legal Spouse, including Common-Law Spouse. All references to Spouse include same gender domestic partners (SGDPs) and partners in a civil union, except that SGDPs and partners in civil unions are not eligible for COBRA coverage. They are eligible for continuation coverage offered through the employer.

**Stabilize** - the provision of medical treatment to you in an Emergency as may be necessary to assure, within reasonable medical probability that material deterioration of your condition is not likely to result from or during any of the following:

- Your discharge from an emergency department or other care setting where Emergency Care is provided to you;
- Your transfer from an emergency department or other care setting to another facility; or
- Your transfer from a Hospital emergency department or other Hospital care setting to the Hospital's Inpatient setting.

**Step Therapy** - process of first requiring the use of designated medication over others for treatment as supported by clinical practice guidelines.

**Sub-Acute Rehabilitation** - inpatient rehabilitation therapy that has a duration in-between acute (short-term) and chronic (long-term) and includes a minimum of one hour of rehabilitation therapy per day, when you cannot tolerate or do not require three hours of therapy a day. Sub-Acute Rehabilitation is generally provided in a skilled nursing facility.

**Subcontractor** - We may subcontract particular services to organizations or entities that have specialized expertise in certain areas. This may include but is not limited to Prescription Drugs and Mental Health and Alcohol Abuse or Substance Abuse services. Such subcontracted organizations or entities may make benefit determinations and/or perform administrative, claims paying, or customer services duties on Our behalf.

**Subscriber** - the Member in whose name the membership with Us is established.

**Substance Abuse** - means alcoholism, drug and other substance abuse. Alcoholism, and substance abuse are conditions brought about when an individual uses alcohol, drugs or other substances in such a manner that his or her health is impaired and/or ability to control actions is lost.

**Summary of Benefits and Coverage** - the document, provided separately from the Benefits Booklet, which identifies the type of coverage and Deductible, Coinsurance and/or Copayment information.

**Surgery** - any variety of technical procedures for treatment or diagnosis of anatomical disease or injury, including, but not limited to cutting, micro Surgery (use of scopes), laser procedures, grafting, suturing, castings, treatment of fractures and dislocations, electrical, chemical or medical destruction of tissue, endoscopic examinations, anesthetic epidural procedures, and other invasive procedures. Covered surgical services also include usual and related Anesthesia and pre- and post-operative care, including recasting.

**Surgical Assistant** - an assistant to the primary surgeon who provides required surgical services during a covered surgical procedure. We, at Our sole discretion, determine which surgeries do or do not require a Surgical Assistant.

**Therapy Services** - treatments or the application of remedies for diseases, conditions or injuries.

**Therapeutic Care** - for purposes of the **Autism Services** section of this Benefits Booklet, Therapeutic Care means services provided by a speech therapist, an occupational therapist registered to practice occupational therapy, a physical therapist licensed to practice physical therapy, or an Autism Services Provider. Therapeutic care includes, but is not limited to, speech, occupational, and applied behavior analytic and physical therapies.

**Transplant Benefit Period** - the Transplant Benefit Period starts one day prior to a covered transplant procedure and continues for the applicable case rate / global time period. The number of days will vary depending on the type of transplant received and the In-Network transplant Provider agreement.

**UCH Mail Order Prescription Service** - an establishment licensed to dispense Prescription Drugs and other medications through a mail order service upon an authorized health care professional's order.

**UCHealth Retail Pharmacies** – preferred establishments licensed to dispense Prescription Drugs and other medications by a licensed pharmacist upon an authorized health care professional's order.

**Ultrasound** - a radiology imaging technique that uses high frequency sound waves to obtain a visual image of internal body organs or the fetus in a pregnant woman.

**Urgent Care** - an unexpected episode of illness or an injury requiring treatment that cannot reasonably be postponed for regularly scheduled care but which is not considered an emergency.

**Urgent Care Center** - an office or facility where care is provided for individuals who require immediate medical attention but whose condition is not life-threatening (non-Emergency).

**Utilization Management** - a process of integrating review of medical services and Care Management in a cooperative effort with other parties, including patients, Physicians, and other health care Providers and payers.

**Utilization Review** - a set of formal techniques designed to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy or efficiency of, health care services, procedures or settings. Techniques include ambulatory review, prospective review, Second Opinion, certification, concurrent review, Care Management, Discharge Planning and/or retrospective review. Utilization Review also includes reviews to determine coverage. This is based on whether or not a procedure or treatment is considered Experimental/Investigational in a given circumstance (except if it is a specifically excluded under this Benefits Booklet), and review of your medical circumstances when such a review is necessary to determine if an exclusion applies in a given situation.

**Well-Child Visit** - a Physician visit that includes the following components: an age-appropriate physical exam, history, anticipatory guidance, and education (e.g., examining family functioning and dynamics, injury prevention counseling, discussing dietary issues, reviewing age-appropriate behaviors, etc.), and assessment of growth and development. For older children, a Well-Child Visit also includes safety and health education counseling.

**X-ray and Radiology Services** - services including the use of radiology, nuclear medicine and Ultrasound equipment to obtain a visual image of internal body organs and structures, and the interpretation of these images.

