2020
RAM Plan

Administered by

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Si usted necesita ayuda en español para entender éste documento, puede solicitarla gratis llamando al número de servicio al cliente que aparece en su tarjeta de identificación o en su folleto de inscripción.
Schedule of Benefits  
Colorado State University  
RAM Plan  
Effective January 1, 2020

PART A: TYPE OF COVERAGE

<table>
<thead>
<tr>
<th>IN-NETWORK:</th>
<th>NON-PARTICIPATING PROVIDERS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTICIPATING PROVIDERS: You will have access to a National Blue Cross and Blue Shield PPO Network. Your benefit will be the highest level when you receive covered services from a participating provider. (You are responsible for any applicable copayments, deductible and coinsurance). Anthem Blue Cross and Blue Shield will pay the participating provider directly.</td>
<td>Non-participating facilities or providers have not entered into any agreement with Anthem Blue Cross and Blue Shield. They may bill Anthem Blue Cross and Blue Shield or the patient. Anthem Blue Cross and Blue Shield will pay you. It is your responsibility to pay the non-participating providers.</td>
</tr>
</tbody>
</table>

PART B: SUMMARY OF BENEFITS

Important Note: This and the following pages contain a limited description of the coverage available through this group plan. Coverage is governed at all times by the complete terms of the Master Group Insurance Policy issued to Colorado State University. This Benefit Booklet is available online at [http://www.hrs.colostate.edu/benefits/fap-insplans-new.pdf](http://www.hrs.colostate.edu/benefits/fap-insplans-new.pdf). This group major medical plan is self-insured by Colorado State University and is administered by Anthem Blue Cross and Blue Shield.

<table>
<thead>
<tr>
<th>1. ANNUAL DEDUCTIBLE</th>
<th>PARTICIPATING PROVIDERS (in-network)</th>
<th>NON-PARTICIPATING PROVIDERS (out-of-network)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Individual</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>b) Family</td>
<td>$3,000</td>
<td></td>
</tr>
</tbody>
</table>

If you select family membership, no single Deductible applies and the family Deductible must be met before we reimburse for Covered Services. The family Deductible amount is met as follows: when one family Member has satisfied the family Deductible, that family Member and all other family Members are eligible for benefit. When no one family Member meets the family Deductible, but the family Members collectively meet the entire family Deductible, then all family Members will be eligible for benefits.

Some Covered Services have a maximum benefit of days, visits or dollar amounts allowed. When the Deductible is applied to a Covered Service which has a maximum benefit of days or visits, those maximum benefits will be reduced by the amount applied toward the Deductible, whether or not the Covered Service is paid.

The family Deductible is also applicable for newborn and adopted children (and for all other family Members) for the first 31-day period following birth or adoption if the child is enrolled or not enrolled.

<table>
<thead>
<tr>
<th>2. COINSURANCE / COPAYMENTS</th>
<th>Coinsurance: You pay 20% after deductible. Coinsurance is required up to the out-of-pocket annual maximum. Subject to certain exclusions as identified below.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Copayments: Does not apply.</td>
</tr>
</tbody>
</table>

Coinsurance options reflect the amount the You will pay. For non-participating providers you also pay the difference between Anthem’s maximum allowed amount and the amount billed by the non-participating provider.
3. **OUT-OF-POCKET ANNUAL MAXIMUM**
   - **a) Individual**
     - $6,550 in coinsurance, includes deductible, plus
     - Charges for non-participating providers that are above Anthem’s maximum allowed amount.
   - **b) Family**
     - $13,100 in coinsurance, includes deductible, plus
     - Charges for non-participating providers that are above Anthem’s maximum allowed amount.

If you select family membership when one family Member has satisfied their individual Out-of-Pocket Annual Maximum, that family Member is eligible for benefits. The enrolled remaining family Members are eligible for benefits when they individually satisfy their individual Out-of-Pocket Annual Maximum or collectively satisfy the balance of the family Out-of-Pocket Annual Maximum. When no family Member meets the individual Out-of-Pocket Annual Maximum, but the family Members collectively meet the entire family Out-of-Pocket Annual Maximum, then all family Members will be eligible for benefits.

The family Out-of-Pocket Annual Maximum is also applicable for newborn and adopted children (and for all other family Members) for the first 31-day period following birth or adoption if the child is enrolled or not enrolled.

Some Covered Services have a maximum benefit of days, visits or dollar amounts allowed. These maximums apply even if the applicable Out-of-Pocket Annual Maximum is satisfied.

4. **LIFETIME OR BENEFIT MAXIMUM PAID BY THE PLAN FOR ALL CARE**
   - No lifetime maximum

5. **COVERED PROVIDERS**
   - Anthem Blue Cross and Blue Shield PPO Provider Network. See provider directory for complete list or refer to [www.anthem.com](http://www.anthem.com) or refer to [www.bluecares.com](http://www.bluecares.com) for providers outside the state of Colorado.
   - All providers licensed or certified to provide covered benefits.

6. **ROUTINE MEDICAL OFFICE VISITS**
   - You pay 20% after deductible
   - You pay 20% after deductible

7. **PREVENTIVE CARE**
   - **a) Children’s services**
     - Covered in full, not subject to deductible; includes routine physicals, associated laboratory, X-rays and immunizations.
   - **b) Adults’ services**
     - Covered in full, not subject to deductible; includes routine physicals, associated laboratory, X-rays, mammogram screening, colorectal cancer screening (includes preventive colonoscopies) and immunizations.

8. **MATERNITY**
   - **a) Prenatal care**
     - You pay 20% after deductible
   - **b) Delivery & inpatient well baby care**
     - You pay 20% after deductible
| **9. PRESCRIPTION DRUGS** | **PARTICIPATING PROVIDERS**  
**in-network** | **NON-PARTICIPATING PROVIDERS**  
**out-of-network** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Retail Pharmacy or Mail Order Service:</strong></td>
<td>You pay 20% after deductible</td>
<td>Precertification from Anthem Blue Cross and Blue Shield must be received <em>before a hospital admission or within 5 days</em> after an emergency admission for full benefits to be payable.</td>
</tr>
<tr>
<td>Participating pharmacy (34 to 90 day supply), specialty pharmacy (34-day supply) or mail order service (90-day supply):</td>
<td>Specialty Pharmacy:</td>
<td>Participation pharmacy (34-day supply). Specialty pharmacy drugs often require special handling such as temperature controlled packaging and overnight delivery and are often unavailable at a retail pharmacy. Benefits are only provided when you receive services from a specialty pharmacy as determined by Anthem for those specialty pharmacy drugs included on Anthem’s specialty drug list.</td>
</tr>
<tr>
<td><strong>Birth Control:</strong></td>
<td>Oral injection and contraceptive devices obtained by a physician’s prescription are covered.</td>
<td>Prescription Drugs are covered only when received from a participating pharmacy, participating specialty pharmacy or participating mail order service.</td>
</tr>
<tr>
<td><strong>Specialty Pharmacy:</strong></td>
<td>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 expenses. You may request, or your Provider may order, the Brand Name Drug. However, if a Generic Drug is available, you will be responsible for the cost difference between the Generic and Brand Name Drug, in addition to your Deductible and Coinsurance. The cost difference between the Generic and Brand Name Drug does not go towards your Deductible or 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 policy. For drugs on Our approved list, call Member Services at 866-837-4596.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>10. INPATIENT HOSPITAL</strong></th>
<th>You pay 20% after deductible</th>
<th>You pay 20% after deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Precertification from Anthem Blue Cross and Blue Shield must be received <em>before a hospital admission or within 5 days</em> after an emergency admission for full benefits to be payable.</strong></td>
<td><strong>Precertification from Anthem Blue Cross and Blue Shield must be received <em>before a hospital admission or within 5 days</em> after an emergency admission for full benefits to be payable If you use a non-participating provider, you are responsible for making sure this precertification has been obtained.</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>11. OUTPATIENT / AMBULATORY SURGERY</strong></th>
<th>You pay 20% after deductible</th>
<th>You pay 20% after deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>This includes colonoscopies with a medical diagnosis.</td>
<td>This includes colonoscopies with a medical diagnosis.</td>
<td></td>
</tr>
</tbody>
</table>

| **12. LABORATORY AND X-RAY** | You pay 20% after deductible | You pay 20% after deductible |

<table>
<thead>
<tr>
<th><strong>13. EMERGENCY CARE</strong></th>
<th>You pay 20% after deductible</th>
<th>Out-of-Network care is paid as In-Network</th>
</tr>
</thead>
</table>

| **14. AMBULANCE** | You pay 20% after deductible | Out-of-Network care is paid as In-Network |

| **15. URGENT, NON-Routine, AFTER HOURS CARE** | You pay 20% after deductible | You pay 20% after deductible |

<table>
<thead>
<tr>
<th><strong>16. MENTAL HEALTH CARE</strong></th>
<th>You pay 20% after deductible</th>
<th>You pay 20% after deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Inpatient care</td>
<td>b) Outpatient care</td>
<td>Contact the behavioral health administrator at 1-800-424-4014 for information on how to locate a provider and your benefits.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>17. ALCOHOL &amp; SUBSTANCE ABUSE</strong></th>
<th>You pay 20% after deductible</th>
<th>You pay 20% after deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Inpatient Care</td>
<td>b) Outpatient care</td>
<td>Contact the behavioral health administrator at 1-800-424-4014 for information on how to locate a provider and your benefits.</td>
</tr>
<tr>
<td></td>
<td>PARTICIPATING PROVIDERS</td>
<td>NON-PARTICIPATING PROVIDERS</td>
</tr>
<tr>
<td>---</td>
<td>------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td><strong>18. PHYSICAL, OCCUPATIONAL, AND SPEECH THERAPY</strong>&lt;br&gt;a) Inpatient</td>
<td>Included with inpatient hospital care (see line 12)</td>
<td>Included with inpatient hospital care (see line 12)</td>
</tr>
<tr>
<td></td>
<td>You pay 20% after deductible</td>
<td>You pay 20% after deductible</td>
</tr>
<tr>
<td></td>
<td>Benefits are provided for speech therapy for a total of 60 treatment sessions per three benefit years in and out-of-network combined.</td>
<td>Benefits are provided for speech therapy for a total of 60 treatment sessions per three benefit years in and out-of-network combined.</td>
</tr>
<tr>
<td>b) Outpatient</td>
<td>You pay 20% after deductible</td>
<td>You pay 20% after deductible</td>
</tr>
<tr>
<td><strong>19. DURABLE MEDICAL EQUIPMENT</strong></td>
<td>You pay 20% after deductible</td>
<td>You pay 20% after deductible</td>
</tr>
<tr>
<td><strong>20. OXYGEN</strong></td>
<td>You pay 20% after deductible</td>
<td>You pay 20% after deductible</td>
</tr>
<tr>
<td><strong>21. ORGAN TRANSPLANTS</strong>&lt;sup&gt;4&lt;/sup&gt;</td>
<td>You pay 20% after deductible (includes liver, heart, heart-lung, pancreas, cornea, kidney, bone marrow and peripheral stem cell) <strong>Precertification required.</strong></td>
<td>You pay 20% after deductible (includes liver, heart, heart-lung, pancreas, cornea, kidney, bone marrow and peripheral stem cell) <strong>Precertification required.</strong></td>
</tr>
<tr>
<td><strong>22. HOME HEALTH CARE</strong></td>
<td>You pay 20% after deductible (up to 100 visits per calendar year combined in and out-of-network).</td>
<td>You pay 20% after deductible (up to 100 visits per calendar year combined in and out-of-network).</td>
</tr>
<tr>
<td><strong>23. HOSPICE CARE</strong></td>
<td>You pay 20% after deductible</td>
<td>You pay 20% after deductible</td>
</tr>
<tr>
<td><strong>24. SKILLED NURSING FACILITY CARE</strong></td>
<td>You pay 20% after deductible (up to 100 days per calendar year combined in and out-of-network).</td>
<td>You pay 20% after deductible (up to 100 days per calendar year combined in and out-of-network).</td>
</tr>
<tr>
<td><strong>25. VISION CARE</strong></td>
<td>You pay 20% after deductible (limited to one exam per calendar year combined in and out-of-network, eyeglass hardware not covered).</td>
<td>You pay 20% after deductible (limited to one exam per calendar year combined in and out-of-network, eyeglass hardware not covered).</td>
</tr>
<tr>
<td><strong>26. CHIROPRACTIC CARE</strong></td>
<td>You pay 20% after deductible (up to 20 visits per calendar year combined in and out-of-network).</td>
<td>You pay 20% after deductible (up to 20 visits per calendar year combined in and out-of-network).</td>
</tr>
<tr>
<td><strong>27. RETAIL HEALTH CLINIC VISITS</strong></td>
<td>You pay 20% after deductible</td>
<td>Not covered</td>
</tr>
<tr>
<td><strong>28. SIGNIFICANT ADDITIONAL COVERED SERVICES</strong></td>
<td><strong>Treatment of Autism Spectrum Disorders</strong>&lt;br&gt;Benefit level determined by type of service provided.</td>
<td><strong>Treatment of Autism Spectrum Disorders</strong>&lt;br&gt;Benefit level determined by type of service provided.</td>
</tr>
<tr>
<td></td>
<td><strong>Second Opinions</strong>&lt;br&gt;When a member desires another professional opinion, they may obtain a second surgical opinion.</td>
<td><strong>Second Opinions</strong>&lt;br&gt;When a member desires another professional opinion, they may obtain a second surgical opinion.</td>
</tr>
<tr>
<td></td>
<td><strong>Hearing Aids</strong>&lt;br&gt;Child Hearing Aids – You pay 20% after deductible (up to a $2,000 maximum benefit every three years).</td>
<td><strong>Hearing Aids</strong>&lt;br&gt;Child Hearing Aids – You pay 20% after deductible (up to a $2,000 maximum benefit every three years).</td>
</tr>
<tr>
<td></td>
<td>Adult Hearing Aids – You pay 20% after deductible (up to a $2,000 maximum benefit every three years).</td>
<td>Adult Hearing Aids – You pay 20% after deductible (up to a $2,000 maximum benefit every three years).</td>
</tr>
</tbody>
</table>

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1. **Network** refers to a specified group of physicians, hospital, medical clinics and other medical care providers that your Plan may require you to use in order to get any coverage at all under the Plan, or that the Plan may encourage you to use because it pays more of your bill if you use their network providers (i.e., go in-network) than if you don’t (i.e., go out-of-network).

2. **Out-of-pocket maximum** The maximum amount you will have to pay for allowable covered expenses under a medical Plan, which may or may not include the deductible, depending on the contract for that Plan.

3. **Emergency care** means services delivered by an emergency care facility which are necessary to screen and stabilize a covered person. The Plan must cover this care if a prudent lay person having average knowledge of health services and medicine and acting reasonably would have believed that an emergency medical condition or life-or limb-threatening emergency existed.

4. **Transplants** will be covered only if they are medically necessary and the facility meets clinical standards for the procedure.
**Benefit Plan Changes Amendment - Effective January 1, 2020**

The following changes will apply to your Benefit Booklet. All other provisions of the Benefit Booklet which are not inconsistent with this Amendment remain in effect. Cost share changes will be shown on the Summary of Benefits which precedes this Amendment.

<table>
<thead>
<tr>
<th>Section Name</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Welcome or Contact Us</td>
<td>Replace <a href="http://www.anthem.com/resources">www.anthem.com/resources</a> with <a href="https://anthemcares.allclearid.com">https://anthemcares.allclearid.com</a></td>
</tr>
<tr>
<td>Preventive Care Services</td>
<td>Remove “Vitamin D Supplement”</td>
</tr>
<tr>
<td>Prescription Drug</td>
<td>Contact “Pharmacy member services” instead of “member services” for Rx questions</td>
</tr>
<tr>
<td>Limitations/Exclusions (What is Not Covered)</td>
<td>Add to General Exclusions:</td>
</tr>
<tr>
<td></td>
<td>- Aids for non-verbal communication which include but are not limited to, devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices approved by Us.</td>
</tr>
<tr>
<td></td>
<td>- Acupressure to help alleviate pain, treat illness or promote health by putting pressure to one or more areas of the body, except as specifically listed as a Covered Service.</td>
</tr>
<tr>
<td></td>
<td>- Autopsies and post-mortem testing.</td>
</tr>
<tr>
<td></td>
<td>- Any investigational drugs or devices, non-health services required for you to receive the treatment, the costs of managing the research, or costs that would not be a Covered Service under this coverage for non-Investigational treatments.</td>
</tr>
<tr>
<td></td>
<td>- Charges associated with the cryopreservation of eggs, embryos, or sperm, including collection, storage, and thawing.</td>
</tr>
<tr>
<td></td>
<td>- Dental devices for snoring including oral appliances for snoring.</td>
</tr>
<tr>
<td></td>
<td>- Any treatment, device, drug, service or supply (including surgical procedures, devices to stimulate growth and growth hormones), solely to increase or decrease height or alter the rate of growth.</td>
</tr>
<tr>
<td></td>
<td>- Home Health Services given by registered nurses and other health workers who are not employees of or working under an approved arrangement with a Home Health Care Agency. Home Health Services for food, housing, homemaker services and home delivered meals.</td>
</tr>
<tr>
<td></td>
<td>- Services rendered by Hospital resident Doctors or interns that are billed separately. This includes separately billed charges for services rendered by employees of Hospitals, labs or other institutions, and charges included in other duplicate billings.</td>
</tr>
<tr>
<td></td>
<td>- Medical and surgical treatment or prescription drugs for the treatment of excessive sweating (hyperhidrosis).</td>
</tr>
<tr>
<td></td>
<td>- Disposable supplies for use in the home such as bandages, gauze, tape, antiseptics, dressings, ace-type bandages, and any other supplies, dressings, appliances or devices that are not specifically listed as covered in the “Benefits/Coverage (What is Covered)” section.</td>
</tr>
<tr>
<td></td>
<td>- Consumer wearable / personal mobile devices (such as a smart phone, smart watch, or other personal tracking devices), including any software or applications.</td>
</tr>
<tr>
<td></td>
<td>- Temporomandibular joint treatment for fixed or removable appliances which move or reposition the teeth, fillings, or prosthetics (implants, crowns, bridges, dentures).</td>
</tr>
</tbody>
</table>
| Limitations/Exclusions (What is Not Covered) | Remove the following Exclusion:  
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. "Clinically equivalent" means Drugs that for most Members, will give you similar results for a disease or condition. If you have questions about whether a certain Drug is covered and which Drugs fall into this group, please call the number on the back of your Health Benefit ID Card, or visit our website at www.anthem.com; |
| Claims Procedure (How to File a Claim) | Third paragraph replaced with language below:  
You authorize Us to make payments directly to Providers for Covered Services. In no event, however, shall Our right to make payments directly to a Provider be deemed to suggest that any Provider is a beneficiary with independent claims and appeal rights under this coverage. Where permitted by applicable law, We reserve the right to make payments directly to you as opposed to any Provider for Covered Service, at Our discretion. In the event that payment is made directly to you, you have the responsibility to apply this payment to the claim from the Out-of-Network Provider. Payments and notice regarding the receipt and/or adjudication of claims may also be sent to an Alternate Recipient (which is defined herein as any child of a Subscriber who is recognized under a “Qualified Medical Child Support Order” as having a right to enrollment under the Group’s Plan), or that person’s custodial parent or designated representative. Any payments made by Us (whether to any Provider for Covered Service or you) will discharge our obligation for Covered Services. You cannot assign your right to receive payment to anyone, except as required by a “Qualified Medical Child Support Order” as defined by, and if subject to, ERISA or any applicable Federal law.  
Once a Provider performs a Covered Service, We will not honor a request for Us to withhold payment of the claims submitted.  
The coverage, rights, and benefits are not assignable by any Member without Our written consent, except as provided above. This prohibition against assignment includes rights to receive payment, claim benefits under this coverage and/or law, sue or otherwise begin legal action, or request documents or any other information that a Participant or beneficiary may request under ERISA. Any assignment made without written consent will be void and unenforceable. |
| General Policy Provisions | Language added to section.  
Confidentiality and Release of Information - Applicable state and federal law requires Anthem to undertake efforts to safeguard the member’s information.  
For informational purposes only, please be advised that a statement describing Anthem’s policies and procedures regarding the protection, use and disclosure of the member’s medical information is available on Anthem’s website and can be furnished to the member upon request by contacting the member service department.  
Obligations that arise under state and federal law and policies and procedures relating to privacy that are referenced but not included in this Booklet are not part of the contact between the parties and do not give rise to contractual obligations. |
| Definitions | Change definition of “Coinsurance” to
Coinsurance - percentage of costs you share with Us after you meet the Deductible. Your coinsurance will not be reduced by any refunds, rebates, or any other form of negotiated post-payment adjustments (except as described in the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” benefit.)

| Definitions | Remove “treatment of alcohol or drug dependency” from definition for “Skilled Nursing Facility” |

The previous changes will apply to your Benefit Booklet. All other provisions of the Benefit Booklet which are not inconsistent with this Amendment remain in effect. Cost share changes will be shown on the Summary of Benefits which precedes this Amendment.
Cancer Screenings

At Anthem Blue Cross and Blue Shield and Our subsidiary company, HMO Colorado, Inc., We believe cancer screenings provide important preventive care that supports Our mission: to improve the lives of the people We serve and the health of Our communities. We cover cancer screenings as described below.

Pap Tests

All plans provide coverage under the preventive care benefits for a routine annual Pap test and the related office visit. Payment for the routine Pap test is based on the plan’s provisions for preventive care. Payment for the related office visit is based on the plan’s preventive care provisions.

Mammogram Screenings

All plans provide coverage under the preventive care benefits for routine screening or diagnostic mammogram regardless of age. Payment for the mammogram screening benefit is based on the plan’s provisions for preventive care.

Prostate Cancer Screenings

All plans provide coverage under the preventive care benefits for routine prostate cancer screening for men. Payment for the prostate cancer screening is based on the plan’s provisions for preventive care.

Colorectal Cancer Screenings

Several types of colorectal cancer screening methods exist. All plans provide coverage for routine colorectal cancer screenings, such as fecal occult blood tests, barium enema, sigmoidoscopies and colonoscopies. Depending on the type of colorectal cancer screening received, payment for the benefit is based on where the services are rendered and if rendered as a screening or medical procedure. Colorectal cancer screenings are covered under preventive care as long as the services provided are for a preventive screening. Payment for preventive colorectal cancer screenings is based on the plan's provisions for preventive care.

The information above is only a summary of the benefits described. The Booklet includes important additional information about limitations, exclusions and covered benefits. The Schedule of Benefits (Who Pays What) includes additional information about Copayments, Deductibles and Coinsurance. If you have any questions, please call Our Member Services department at the number on the Schedule of Benefits (Who Pays What) form.
Additional Federal Notices

Statement of Rights under the Newborns’ and Mothers’ Health Protection Act

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Statement of Rights under the Women’s Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women’s Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses.
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same Deductibles and Coinsurance applicable to other medical and surgical benefits provided under this Plan. See the Schedule of Benefits for details. If you would like more information on WHCRA benefits, call us at the number on the back of your Identification Card.

Coverage for a Child Due to a Qualified Medical Support Order (QMCSO)

If you or your spouse are required, due to a QMCSO, to provide coverage for your child (ren), you may ask the Group to provide you, without charge, a written statement outlining the procedures for getting coverage for such child (ren).

Mental Health Parity and Addiction Equity Act

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance abuse benefits with day or visit limits on medical and surgical benefits. In general, group health plans offering mental health and substance abuse benefits cannot set day/visit limits on mental health or substance abuse benefits that are lower than any such day or visit limits for medical and surgical benefits. A plan that does not impose day or visit limits on medical and surgical benefits may not impose such day or visit limits on mental health and substance abuse benefits offered under the Plan. Also, the Plan may not impose Deductibles, Copayment, Coinsurance, and out of pocket expenses on mental health and substance abuse benefits that are more restrictive than Deductibles, Copayment, Coinsurance and out of pocket expenses applicable to other medical and surgical benefits. Medical Necessity criteria are available upon request.

Special Enrollment Notice

If you are declining enrollment for yourself or your Dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your Dependents in this Plan if you or your Dependents lose eligibility for that other coverage (or if another employer or plan sponsor stops contributing towards your or your Dependents’ other coverage). However, you must request enrollment within 30 days after your or your Dependents’ other coverage ends (or after Colorado State University stops contributing toward the other coverage).

In addition, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and Your Dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

Eligible Subscribers and Dependents may also enroll under two additional circumstances:

- The Subscriber’s or Dependent’s Medicaid or Children’s Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility.
- The Subscriber or Dependent becomes eligible for a subsidy (state amounts paid to maintain coverage assistance program)

The Subscriber or Dependent must request Special Enrollment within 60 days of the loss of Medicaid/CHIP or of the eligibility determination.

To request special enrollment or obtain more information, call us at the Member Services number on your Identification Card, or contact the Group.
Welcome to Anthem Blue Cross and Blue Shield (Anthem), where it’s our mission to improve the health of the people we serve. You have enrolled in a quality self-funded health benefit plan that pays for many health care costs. Throughout this booklet, our, we and us refer to Anthem Blue Cross and Blue Shield.

This booklet is a guide to your coverage. Please review this document to become familiar with your benefits, including what is not covered. By learning how coverage works, you can help make the best use of your benefits.

For questions about coverage, please visit our website or call our Member Services department. The website address is www.anthem.com and the Member Services number is located on your Health Benefit ID card.

Important: This is not an insured benefit plan. The benefits described in this Booklet or any rider or amendments hereto are funded by Colorado State University who is responsible for their payment. Anthem provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

Please note that similar language may appear in this booklet and documents provided by the Plan Sponsor. To the extent there is any conflict between this booklet and documents provided by the Plan Sponsor, the documents provided by your Plan Sponsor will control.

Your Plan Sponsor has agreed to be subject to the terms and conditions of Anthem’s provider agreements which may include precertification and utilization management requirements, coordination of benefits, timely filing limits, and other requirements to administer the benefits under this Booklet.

How to Get Language Assistance

Anthem is committed to communicating with our Members about their health plan, no matter what their language is. Anthem employs a language line interpretation service for use by all of our Member Services 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 help you. Translation of written materials about your benefits can also be asked for by contacting Member Services. TTY/TDD services also are available by dialing 711. A special operator will get in touch with us to help with your needs.

Identity Protection Services

Identity protection services are available with your plan. To learn more about these services, please visit https://anthemcares.allclearid.com

Thank you for selecting us to administer your health care benefits. We wish you good health.

Mike Ramseier
President and General Manager
Anthem Blue Cross and Blue Shield
By accepting coverage under this Booklet, you accept its terms, conditions, limitations and exclusions. You are bound by the terms of this Booklet.

Health benefit coverage is defined in the following documents:

- This Booklet, the Schedule of Benefits and any amendments to it.
- The required application from you or your Dependents.
- Your Health Benefit ID Card.

In addition, Colorado State University has the following documents that are part of the terms of the health benefit coverage:

- The Master Application.
- The Master Contract or Administrative Services Agreement between Us and Colorado State University.

We, or someone on Our behalf, will determine how benefits will be managed and who is eligible under this Booklet. If any question comes up about any terms of this Booklet, or how they are applied, Our determination will be final. This may include questions of whether the services, care, treatment, or supplies are Medically Necessary, Experimental or Investigational, or Cosmetic. But you may use all applicable Appeals and Complaints procedures found in a section in this Booklet.

This Booklet is neither an insurance policy nor a Medicare Supplement policy. If you are eligible for Medicare, please review the Medicare Supplement Buyer’s Guide available from Our Member Services.
Member Rights and Responsibilities

As a Member you have rights and responsibilities when receiving health care. As your health care partner, we want to make sure your rights are respected while providing your health benefits. That means giving you access to our network health care providers and the information you need to make the best decisions for your health. As a Member, you should also take an active role in your care.

You have the right to:

- Speak freely and privately with your health care providers about all health care options and treatment needed for your condition, no matter what the cost or whether it is covered under your plan.
- Work with your doctors to make choices about your health care.
- Be treated with respect, and dignity.
- Expect us to keep your personal health information private by following our privacy policies, and the law.
- 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 health care providers.
  - Your rights and responsibilities.
  - The rules of your health plan.
  - The way your health plan works.
- Make a complaint or file an appeal about:
  - Your health plan and any care you receive.
  - Any covered service or benefit decision that your health plan makes.
- Say no to care, for any condition, sickness or disease, without having an effect on any care you may get in the future. This includes asking your doctor to tell you how that may affect your health now and in the future.
- Get the most up-to-date information from a health care provider about the cause of your illness, your treatment and what may result from it. You can ask for help if you do not understand this information.

You have the responsibility to:

- Read all information about your health benefits and ask for help if you have questions.
- Follow all health plan rules and policies.
- Choose an in-network primary care provider, also called a PCP, if your health plan requires it.
- Treat all doctors, health care providers and staff with respect.
- Keep all scheduled appointments. Call your health care provider’s office if you may be late or need to cancel.
- Understand your health problems as well as you can and work with your health care providers to make a treatment plan that you all agree on.
- Inform your health care providers if you don’t understand any type of care you’re getting or what they want you to do as part of your care plan.
- Follow the health care plan that you have agreed on with your 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 eligible for under your health plan. This may include information about other health insurance benefits you have along with your coverage with us.
- Inform the member services department if you have any changes to your name, address or family members covered under your plan.

If you would like more information, have comments, or would like to contact us, please go to anthem.com and select customer support > contact us. Or call the member services number on your health benefit ID card.

We want to provide high quality benefits and member services to our members. Benefits and coverage for services given under the plan are governed by the booklet and not by this member rights and responsibilities statement.
We value your feedback regarding the benefits and service provided under Our policies and your overall thoughts and concerns regarding Our operations. If you have any concerns regarding how your benefits were applied or any concerns about services you requested which were not covered under this Booklet, you are free to file a complaint or appeal as explained in this Booklet. If you have any concerns regarding a Participating Provider or facility, you can file a grievance as explained in this Booklet. And if you have any concerns or suggestions on how we can improve Our overall operations and service, We encourage you to contact Member Services.

**How to Obtain Language Assistance**

We are committed to communicating with Our Members about their health plan, no matter what their language. We use a language line interpretation service. Simply call the Member Services number on the back of your Health Benefit ID Card and a person will be able to assist you. Translation of written materials about your benefits can also be requested by calling Member Services.
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ELIGIBILITY

Subscriber

The Subscriber is a Member in whose name the plan is issued.

Regular or Special Teaching Appointments

Academic Faculty on regular or special teaching appointments of half-time or greater and Administrative Professionals on regular or special appointments of half-time or greater are eligible for benefits as of the date of appointment unless otherwise noted. Faculty Transitional appointments are eligible for the same benefit as Academic Faculty.

Temporary Appointments

Academic Faculty and Administrative Professionals on temporary appointments of half-time or greater are eligible for benefits as of the date of appointment unless otherwise noted.

Post-Doctoral Fellows, Veterinary Interns and Clinical Psychology Interns

Post-Doctoral Fellows, Veterinary Interns and Clinical Psychology Interns on appointments of half-time or greater are eligible for benefits, as of the date of appointment unless otherwise noted.

Dependents

Although individuals may be eligible to participate in a University plan as a dependent they may not meet the definition of a qualified dependent for federal income tax purposes. If your dependent(s) meets the IRS test as a federal tax dependent he/she is considered a qualified dependent. If your dependent(s) does not meet the IRS test, he/she is considered a nonqualified dependent. There are tax consequences (imputed income) associated with providing coverage to individuals (domestic/civil union partners and children of domestic/civil union partners) not meeting the criteria of Section 152 of the Internal Revenue Code which defines a federal tax dependent:

Your Dependents may include the following:

- **Legal spouse**, the Subscriber's spouse, including the partner to a civil union as recognized by law. For information on spousal eligibility please contact the Group.

- **Common-law spouse**, all references to spouse in this Booklet include a common-law spouse.
  
  A common-law spouse is an eligible Dependent who has a valid common-law marriage. This is the same as any other marriage and can only end by death or divorce.

- **Same gender opposite gender domestic partner**. All references to spouse in this Booklet include a domestic partner.
  
  Domestic partner means a person of the same gender or opposite gender is the Subscriber’s sole domestic partner; he or she is mentally competent; he or she is not related to the Subscriber by blood closer than permitted by the law for marriage; he or she is not married to anyone else; and he or she is financially interdependent with the Subscriber.

- **Newborn child**. A newborn child born to you or your spouse is covered under your coverage for the first 31 days of birth. If the newborn is your grandchild, the newborn is usually **not** covered (see the Grandchild heading in this section).
  
  During the first 31 days after birth, a newborn child will be covered for Medically Necessary care. This includes well child care and treatment of medically diagnosed Congenital Defects and Birth Abnormalities. This is regardless of the limitations and exclusions applicable to other conditions or procedures of this Booklet. All services during the first 31 days are subject to Cost Sharing and any benefit maximums that apply to other conditions.
  
  To keep the child’s coverage beyond the 31-day period, complete the Enrollment Change process to add the child. This must be completed within 30 days after the birth of the child to continue coverage.

- **Adopted child**. An unmarried child (who has not reached 18 years of age) adopted while you or your spouse is enrolled will be covered for 31 days after the date of placement for adoption.
  
  Placement for adoption means when a Subscriber has a legal obligation to partially or totally support a child in anticipation of the child’s adoption. A placement ends when the legal obligation for support ends.
  
  To keep the adopted child’s coverage beyond the 31-day, you must complete the Enrollment Change process to add the adopted child. This must be completed within 30 days after the placement of the child for adoption to continue coverage for the 32nd day and thereafter.

- **Dependent child**. A child (including a stepchild or a disabled child) under 26 years of age may be covered under the terms of this Booklet. Coverage stops at the end of the month in which the child turns 26. If you or your spouse have a qualified medical child support order for this child, the Dependent child is eligible for coverage, up to age 26, whether the child lives with you or your spouse.
• **Disabled Dependent child.** An unmarried child of any age who is medically certified as disabled, and dependent on the parent may be covered under the terms of this Booklet. The Dependent’s disability must start before the end of the period they would become ineligible for coverage. The University requires the dependent to be certified as disabled prior to age 23, a qualified federal tax dependent and currently enrolled in the plan to maintain coverage. We must be informed of the Dependent’s eligibility for continuation of coverage within 30 days after the Dependent would normally become ineligible. You and the disabled Dependent’s Doctor must send Us a Mentally or Physically Disabled Dependent Form. You may call Us or visit Our website to get such form.

• **Grandchild.** A grandchild of yours or your spouse is not eligible for coverage unless you or your spouse are the court-appointed permanent guardians or have adopted the grandchild. You must send the required application and proof of the court appointment or the legal adoption. One other option is to enroll the grandchild under an individual child-only plan with, subject to its terms and conditions.

Your group may have limited or excluded the eligibility of certain Dependent types and so not all Dependents listed in this Plan may be entitled to enroll. For more specific information, please see Colorado State University Human Resources.

**Medicare-Eligible Members**

Before you turn 65, or if you qualify for Medicare in other ways, you should contact the local Social Security Administration office to establish Medicare eligibility. You should then contact Colorado State University Human Resources to talk about options.

For details on how the benefits will be coordinated between Medicare and this plan, see the *General Policy Provisions* section.

**Enrollment Process**

This section lists who is eligible and what documents are needed for enrollment. Coverage starts on the Effective Date in Our files. No services before that date are covered.

**Note:** Completing the required online enrollment process does not guarantee you get on the plan.

**Enrollment Process**

You must complete the Colorado State University online enrollment process to add any Dependents. More forms may be needed for special Dependent status. You can get such forms from Colorado State University Human Resources, Our Member Services or Our website.

**Initial Enrollment**

Eligible employees may enroll for benefits for themselves and their eligible dependents by completing the enrollment change process within 30 days after the date of eligibility as defined in the Colorado State University Summary Plan Description.

**Open Enrollment**

Any eligible employee who did not enroll when they were first eligible can enroll during Colorado State University’s annual Open Enrollment Period. This period is held in November for a January 1 effective date of the following year. Eligible employees may enroll, cancel, waive, add, drop, or change coverage. Eligible employees may also add or delete individual members. The annual Open Enrollment Period is subject to all provisions of the Booklet. Colorado State University Human Resources can tell you more about the Open Enrollment Period.

**Newly Eligible Dependent Enrollment**

You may add a Dependent who becomes newly eligible due to a qualifying event. Qualifying events include marriage, birth, placement for adoption or issuance of a court order. To add the Dependent, the Enrollment Change process for the addition of the dependent must be completed within 30 days of the date of the event. Proof of the event, e.g., a copy of the marriage certificate or court order, must be submitted to Colorado State University Human Resources.

When you or your spouse are required by a court or administrative order to cover an eligible Dependent for child support, the eligible Dependent must be enrolled within 30 days of the issuance of such order. Colorado State University Human Resources must receive a copy of the court or administrative order. If you do not add the eligible Dependent within 30 days of the issuance of the order, you must wait until the next open enrollment to add the Dependent.

**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 30 days of a qualifying event.

If an individual is notified or becomes aware of a qualifying event that will occur in the future, he or she may apply for coverage during the thirty (30) calendar days prior to the effective date of the qualifying event, with coverage beginning no
earlier than the day the qualifying event occurs to avoid a gap in coverage. The individual must be able to provide written documentation to support the effective date of the triggering event at the time of application.

Special enrollment is available for eligible individuals who:

- Lost coverage due to death of a covered employee.
- Due to termination or reduction in number of hours of the employee’s employment.
- The covered employee becomesineligible 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’s 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, foster children placed for adoption.
- Pursuant to a QMCSO or other court or administrative order mandating that the individual be covered.
- Termination of employment or eligibility for coverage, regardless of eligibility for COBRA.
- Has a reduction in the number of hours of employment.
- Due to involuntary termination of coverage.
- Has a reduction or elimination of group contributions toward the cost of the prior health plan.
- Lost eligibility under any governmental medical assistance programs they were using.
- When the employee or dependent becomes eligible for a governmental medical assistance program.
- A parent or legal guardian unenrolls a dependent, or a dependent becomes ineligible for the Children’s Basic Health Plan.

Important Notes about Special Enrollment:

You must request coverage within 30 days of a qualifying event (e.g., marriage, birth of child etc.). The special enrollment period may be extended if the extension is required by law.

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.

Loss 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 you or your Dependents. You must complete the online enrollment process within 60 days after coverage has ended. Also, special enrollment is allowed for the employee who becomes eligible for coverage assistance. This includes any waiver or demonstration project conducted under or in relation to these plans. Similarly, you must complete the enrollment change process within 60 days after the eligibility date for assistance is determined.

Late Entrants

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.

Military Service

Employees going into or coming back from military service can keep this coverage. This choice is required by the Uniformed Services Employment and Reemployment Rights Act (USERRA). These rights apply only to employees and their Dependents covered under the plan before the employee leaves for military service:

- The longest period of coverage under this paragraph is the lesser of:
  - 24 months, starting on the date when the absence starts.
  - The day after the person was required to, but failed to, apply for or return to work.
- A person who opts to keep this coverage may be asked to pay up to 102% of the Amounts paid to maintain coverage. But those on active duty for 30 days or less cannot be asked to pay more than the employee’s share, if any, for the coverage.

During a military leave covered by USERRA, the law requires Colorado State University to continue to give coverage under this Booklet to its Members. The coverage provided must be identical to the coverage provided to similarly situated, active employees and Dependents. This means that if the coverage for similarly situated, active employees and Dependents is modified, coverage for you (the individual on military leave) will be modified.
How to Change Coverage

If a group provides you with multiple health care options, you may switch to another coverage offered by the group during open enrollment.
HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS

This is a Preferred Provider Organization (PPO) plan, which means you have In-Network (participating) and Out-of-Network (non-participating) benefits.

This PPO coverage lets you choose how to use your benefits and control your out-of-pocket costs. When you get care from In-Network Providers, you receive the highest level of benefits at the lowest cost. The Schedule of Benefits lists payment levels for both In-Network and Out-of-Network care. We publish a directory of Participating Providers. You can get a directory from Us. You may call the Member Services number that is listed on your Health Benefit ID Card or you may write Us and ask that We send you a directory. You may also search for a Provider on-line at www.anthem.com. If you need details about a Provider’s license or training, or help choosing a Doctor who is right for you, call the Member Services number on the back of your Health Benefit ID card. TTY/TDD services also are available by dialing 711. A special operator will get in touch with us to help with your needs.

You can access care from In-Network and Out-of-Network Providers without a referral. As well, no authorization or referral is needed for an OB/GYN and certified nurse midwife care.

Providers

Participating Providers (In-Network)

Participating Providers have a network agreement with Us for this health benefit plan. Covered Services provided by a Participating Provider are considered In-Network. When you see a Participating Provider you have lower out-of-pocket costs. Your In-Network Cost Sharing for Participating Providers is on the Schedule of Benefits under the heading of In-Network. You need to check to see if your Provider is a Participating Provider before your visit. To do that, you can check Our website or call Our Member Services.

We do not guarantee that a Participating Provider will be available for all services and supplies covered under your PPO coverage. For some services and supplies, We may not have arrangements with Participating Providers. Please call Our Member Services for a list of the counties where We may not have Participating Providers for such services and supplies.

In-Network Provider Network Agreement

Sometimes you may need to travel a reasonable distance to get care from a Participating Provider. This does not apply if care is for an Emergency. If you choose to obtain the service from a non-Participating Provider rather than the Participating Provider, you will need to pay for any charges from the non-Participating Provider that are over Our Maximum Allowed Amount. The Maximum Allowed Amount is the most We will allow for a Covered Service.

If We don’t have a Participating Provider within a reasonable number of miles from your home for a Covered Service, you may be able to obtain an Authorized Service network exception to obtain care from a non-Participating Provider at the In-Network benefit level. If you want to get a network exception to receive coverage for a Covered Service from a non-Participating Provider at the In-Network level of benefits, you must call the Member Services to request this exception before getting the Covered Service from a non-Participating Provider. If approved, We will pay the non-Participating Provider at the In-Network level of benefits and you won’t need to pay more for the services than if the services had been received from a Participating Provider.

If you do not receive an Authorized Service network exception to obtain Covered Services from a non-Participating Provider, the claim will be processed using your Out-of-Network cost shares.

Non-Participating Providers (Out-of-Network)

Providers who have not signed a PPO Provider contract with Us are non-Participating Providers under this PPO plan. Services provided by a non-Participating Provider are considered Out-of-Network. When you see a non-Participating Provider you may have higher out-of-pocket costs. In addition you must make sure any necessary Precertification/Prior Authorization is done, see Getting Approval of Benefits below for information. Your Out-of-Network Cost Sharing responsibilities for non-Participating Providers may be found on the Schedule of Benefits under the Out-of-Network heading.

We will not deny or restrict Covered Services just because you get treatment from a non-Participating Provider; however, you may have to pay more. The Cost Sharing for Covered Services from a non-Participating Provider may be larger. Also, non-Participating Providers do not have to accept Our Maximum Allowed Amount as full payment. They can charge or balance bill you for any amount of their bill which We do not pay. This balance billing cost is on top of, and does not count toward, your Cost Sharing obligation.

We, on behalf of Colorado State University, pay the benefits of this Booklet directly to non-Participating Providers, if you have authorized an assignment of benefits. An assignment of benefits means you want Us to pay the Provider instead of you. We may require a copy of the assignment of benefits for Our records. These payments fulfill Our obligation to you for those services.
Voluntary Clinical Quality Programs

We may offer additional opportunities to assist you in obtaining certain covered preventive or other care (e.g., well child check-ups or certain laboratory screening tests) that you have not received in the recommended timeframe. These opportunities are called voluntary clinical quality programs. They are designed to encourage you to get certain care when you need it and are separate from Covered Services under your plan. These programs are not guaranteed and could be discontinued at any time. We will give you the choice and if you choose to participate in one of these programs, and obtain the recommended care within the program’s timeframe, you may receive incentives such as gift cards or retailer coupons, which We encourage you to use for health and wellness related activities or items. Under other clinical quality programs, you may receive a home test kit that allows you to collect the specimen for certain covered laboratory tests at home and mail it to the laboratory for processing. You may also be offered a home visit appointment to collect such specimens and complete biometric screenings. You may need to pay any cost shares that normally apply to such covered laboratory tests (e.g., those applicable to the laboratory processing fee) but will not need to pay for the home test kit or the home visit. If you have any questions about whether receipt of a gift card or retailer coupon results in taxable income to you, We recommend that you consult your tax advisor.

Voluntary Wellness Incentive Programs

We may offer health or fitness related program options for selection by your group to help you achieve your best health. These programs are not Covered Services under your plan, but are separate components, which are not guaranteed under your plan and could be discontinued at any time. If your group has selected one of these options to make available to all employees, you may receive incentives such as gift cards by participating in or completing such voluntary wellness promotion programs as health assessments, weight management or tobacco cessation coaching. Under other options a group may select, you may receive such incentives by achieving specified standards based on health factors under wellness programs that comply with applicable law. If you think you might be unable to meet the standard, you might qualify for an opportunity to earn the same reward by a different means. You may contact Us at the Member Services number on your Health Benefit ID Card and We will work with you (and, if you wish, your Doctor) to find a wellness program with the same reward that is right for you in light of your health status. (If you receive a gift card as a wellness reward and use it for purposes other than for qualified medical expenses, this may result in taxable income to you. For additional guidance, please consult your tax advisor.)

Program Incentives

We may offer incentives from time to time at our discretion in order to introduce you to covered programs and services available under this Plan. The purpose of these incentives include, but is not limited to, making you aware of cost effective benefit options or services, helping you achieve your best health, and encouraging you to update member-related information. These incentives may be offered in various forms such as retailer coupons, gift cards, health related merchandise, and discounts on fees or Member cost shares. Acceptance of these incentives is voluntary as long as Anthem offers the incentives program. We may discontinue an incentive for a particular covered program or service at any time. If you have any questions about whether receipt of an incentive or retailer coupon results in taxable income to you, We recommend that you consult your tax advisor.

Continuity of Care

If a Participating Provider leaves Our network because We have terminated their contract without cause, and you are in active treatment, you may be able to continue seeing that Provider for a limited period of time and still get In-Network benefits. “Active treatment” includes:

1) An ongoing course of treatment for a life-threatening condition.
2) An ongoing course of treatment for a serious acute condition, (examples include chemotherapy, radiation therapy and post-operative visits).
3) The second or third trimester of pregnancy and through the postpartum period.
4) An ongoing course of treatment for a health condition for which the Physician or health care Provider attests that discontinuing care by the current Physician or Provider would worsen your condition or interfere with anticipated outcomes. An “ongoing course of treatment” includes treatments for mental health and substance use disorders.

In these cases, you may be able to continue seeing that Provider for up to 90 days. If treatment is not complete at the end of 90 days, you may, depending on the condition be entitled to a longer period as allowed by law. If you wish to continue seeing the same Provider, you or your Doctor should contact Member Services for details. Any decision by Us regarding a request for Continuity of Care is subject to the appeals process.
The BlueCard Program

Like all Blue Cross & Blue Shield plans throughout the country, We participate in a program called "BlueCard", which provides services to you when you are outside our Service Area. For more details on this program, please see "Inter-Plan Arrangements" in the “Claims Procedure (How to File a Claim)” section.

Getting Approval for Benefits

We include the process of Utilization Review to decide when services are Medically Necessary or Experimental/Investigational as those terms are defined in this Booklet. Utilization Review aids the delivery of cost-effective health care by reviewing the use of treatments and, when proper, level of care and/or the setting or place of service that they are performed.

Reviewing Where Services are Provided

A service must be Medically Necessary to be a Covered Service. When level of care, setting or place of service is reviewed, services that can be safely given to you in a lower level of care or lower cost setting/place of care, will not be Medically Necessary if they are given in a higher level of care, or higher cost setting/place of care. This means that a request for a service may be denied because it is not Medically Necessary for the service to be provided where it is being requested. When this happens the service can be requested again in another place and will be reviewed again for Medical Necessity. At times a different Provider or Facility may need to be used in order for the service to be considered Medically Necessary. Examples include, but are not limited to:

- A service may be denied on an inpatient basis at a Hospital but may be approvable if provided on an outpatient basis at a Hospital.
- A service may be denied on an outpatient basis at a Hospital but may be approvable at a free standing imaging center, infusion center, Ambulatory Surgery Center, or in a Physician’s office.
- A service may be denied at a Skilled Nursing Facility but may be approvable in a home setting.

Utilization Review criteria will be based on many sources including medical policy and clinical guidelines. We may decide that a treatment that was asked for is not Medically Necessary if a clinically equivalent treatment that is more cost effective is available and appropriate. “Clinically equivalent” means treatments that for most Members, will give you similar results for a disease or condition.

If you have any questions about the Utilization Review process, the medical policies, or clinical guidelines, you may call the member service phone number on the back of your Health Benefit ID Card.

Coverage for or payment of the service or treatment reviewed is not guaranteed even if We decide your services are Medically Necessary. For benefits to be covered, We may consider on the date you get service:

1. You must be eligible for benefits.
2. Payment required to maintain coverage must be paid for the time period that services are given.
3. The service or supply must be the same as was precertified.
4. The service or supply must be for the same condition and setting that was precertified.
5. You must not have exceeded any applicable limits under your coverage.

Types of Reviews

- **Pre-service Review** – A review of a service, treatment or admission for a coverage determination which is done before the service or treatment begins or admission date.

- **Precertification** – A required Pre-service Review for a benefit coverage determination for a service or treatment. Certain services require Precertification in order for you to get benefits. The benefit coverage review will include a review to decide whether the service meets the definition of Medical Necessity or is Experimental/Investigational as those terms are defined in this Booklet.

  For emergency services, Precertification is not required. For admissions following Emergency Care, you, your authorized representative or Doctor must tell us within 72 hours of the admission or as soon as possible within a reasonable period of time. For childbirth admissions, Precertification is not needed unless the admission lasts beyond the first 48 hours for a vaginal delivery or 96 hours for a cesarean delivery, or if the baby is not sent home at the same time as the mother.

- **Continued Stay/Concurrent Review** - A Utilization Review of a service, treatment or admission for a benefit coverage determination which must be done during an ongoing stay in a Facility or course of treatment.
Both Pre-Service and Continued Stay/Concurrent Reviews may be considered on an urgent or expedited timeframe when, in the view of the treating Provider or any Doctor with knowledge of your medical condition, without such care or treatment, your life or health or your ability to regain maximum function could be seriously threatened or you could be subjected to severe pain that cannot be adequately managed without such care or treatment, or if you have a physical or mental disability, would create an imminent and substantial limitation on your existing ability to live independently. Urgent reviews are conducted under a shorter timeframe than standard reviews.

- **Post Service Clinical Claims Review** – A review of a service, treatment or admission for a benefit coverage that is conducted after the service has been provided. Post-service reviews are performed when a service, treatment or admission did not need a Precertification, or when a needed Precertification was not obtained. Post-service reviews are done for a service, treatment or admission in which We have a related clinical coverage guideline and are typically initiated by Us.

**Who is Responsible for Precertification?**

Typically, In-Network Providers know which services need Precertification and will get any Precertification when needed. Your Primary Care Physician and other In-Network Providers have been given detailed information about these procedures in Colorado and are responsible for meeting these requirements. Generally, the ordering Provider, Facility or attending Doctor (“requesting Provider”) will get in touch with Us to ask for a Precertification. However, you may request a Precertification or you may choose an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older. The table below outlines who is responsible for Precertification and under what circumstances. To get more information on what services need Precertification, you or your representative may call Member Services.

<table>
<thead>
<tr>
<th>Provider Network Status</th>
<th>Responsibility to Get Precertification</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>In Network Provider</td>
<td>Provider</td>
<td>• The Colorado Provider must get Precertification when required</td>
</tr>
</tbody>
</table>
| Out of Network/Non-Participating Member | Member                                  | • You must get Precertification when required. (Call Member Services.)  
• You may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and or setting is found to not be Medically Necessary. |
| Blue Card Provider (Except for Inpatient Admissions) | Member                                  | • You must get Precertification when required. (Call Member Services.)  
• You may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and or setting is found to not be Medically Necessary.  
• Blue Card Providers must obtain Precertification for all Inpatient Admissions. |

**NOTE:** For an Emergency Care admission, Precertification is not required. However, you, your authorized representative or Doctor must tell Us within 72 hours of the admission or as soon as possible within a reasonable period of time.

**How Decisions are Made**

We use our clinical coverage guidelines, such as medical plan, clinical guidelines, and other applicable policies and procedures to help make Our Medical Necessity decisions. This includes decisions about Prescription Drugs as detailed in the section “Prescription Drugs Administered by a Medical Provider”. Medical policies and clinical guidelines reflect the
standards of practice and medical interventions identified as proper medical practice. We reserve the right to review and update these clinical coverage guidelines from time to time.

You are entitled to ask for and get, free of charge, reasonable access to any records concerning your request. To ask for this information, call the Precertification phone number on the back of your Health Benefit ID Card.

If you are not satisfied with Our decision under this section of your benefits, please refer to the “Appeals and Complaints” section to see what rights may be available to you.

**Decision and Notice Requirements**

We will review requests for benefits according to the timeframes listed below. The timeframes and requirements listed are based on applicable laws. Where applicable laws are stricter than federal laws, we will follow applicable laws. If you live in and/or get services in a state other than the state where your contract was issued other state-specific requirements may apply. You may call the phone number on the back of your Health Benefit ID Card for more details.

<table>
<thead>
<tr>
<th>Type of Review</th>
<th>Timeframe Requirement for Decision and Notification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expedited Pre-service Review</td>
<td>72 hours from the receipt of request</td>
</tr>
<tr>
<td>Non-expedited Pre-service Review</td>
<td>15 calendar days from the receipt of the request</td>
</tr>
<tr>
<td>Expedited Continued Stay/Concurrent Review when request is received more than 24 hours before the end of the previous authorization</td>
<td>24 hours from the receipt of the request</td>
</tr>
<tr>
<td>Expedited Continued Stay/Concurrent Review when request is received less than 24 hours before the end of the previous authorization or no previous authorization exists</td>
<td>72 hours from the receipt of the request</td>
</tr>
<tr>
<td>Non-expedited Continued Stay/Concurrent Review for ongoing outpatient treatment</td>
<td>15 calendar days from the receipt of the request</td>
</tr>
<tr>
<td>Post-Service Review</td>
<td>30 calendar days from the receipt of the request</td>
</tr>
</tbody>
</table>

If more information is needed to make Our decision, We will tell the requesting Provider of the specific information needed to finish the review. If We do not get the specific information We need by the required timeframe, We will make a decision based upon the information We have.

We will notify you and your Provider of Our decision as required by applicable law. Notice may be given by one or more the following methods: verbal, written, and/or electronic.

**Important Information**

We may, from time to time, waive, enhance, change or end certain medical management processes (including utilization management, case management, and disease management) and/or offer an alternate benefit if in Our sole discretion, such change furthers the provision of cost effective, value based and/or quality services.

We may also select certain qualifying Providers to take part in a program or a provider arrangement 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 change any such exemption with or without advance notice.

You may find out whether a Provider is taking part in certain programs or a Provider arrangement by checking your on-line Provider Directory, on-line pre-certification list or contacting the Member Services number on the back of your Health Benefit ID Card.
We also may identify certain Providers to review for potential fraud, waste, abuse or other inappropriate activity if the claims data suggests there may be inappropriate billing practices. If a Provider is selected under this program, then We may use one or more clinical utilization management guidelines in the review of claims submitted by this Provider, even if those guidelines are not used for all Providers delivering services to this plan’s Members.

Health Plan Individual Case Management

Our health plan individual case management programs (Case Management) help coordinate services for Members with health care needs due to serious, complex, and/or chronic health conditions. Our programs coordinate benefits and educate Members who agree to take part in the Case Management program to help meet their health-related needs.

Our Case Management programs are confidential and voluntary and are made available at no extra cost to you. These programs are provided by, or on behalf of and at the request of, your health plan case management staff. These Case Management programs are separate from any Covered Services you are receiving.

If you meet program criteria and agree to take part, We will help you meet your identified health care needs. This is reached through contact and team work with you and/or your chosen authorized representative, treating Doctor(s), and other Providers.

In addition, We may assist in coordinating care with existing community-based programs and services to meet your needs. This may include giving you information about external agencies and community-based programs and services.

In certain cases of severe or chronic illness or injury, We may provide benefits for alternate care that is not listed as a Covered Service. We may also extend Covered Services beyond the Benefit Maximums of this Plan. We will make our decision case-by-case, if in our discretion the alternate or extended benefit is in the best interest of you and Us and you or your authorized representative agree to the alternate or extended benefit in writing. A decision to provide extended benefits or approve alternate care in one case does not obligate us to provide the same benefits again to you or to any other Member. We reserve the right, at any time, to alter or stop providing extended benefits or approving alternate care. In such case, We will notify you or your authorized representative in writing.

BENEFITS/COVERAGE (What is Covered)

This section describes your benefits. You must get care from a Participating Provider for your benefits to be covered at the In-Network level. The exceptions to this are when We have approved in advance as an Authorized Service or if your care involves an Emergency Care situation. Services which are not received from a Participating Provider may be covered Out-of-Network. Not all Covered Services are covered Out-of-Network. To learn more, read your Schedule of Benefits.

Covered Services and supplies are only covered if they are Medically Necessary or preventive. They are not covered if they are Experimental or Investigational, and/or Cosmetic. They are not covered if not precertified/preauthorized where required. All services must be standard medical practice where they are received for the health problem being treated, and they must be legal in the United States. The fact that a Provider may order, advise or approve that you receive a service, treatment or supply does not make it Medically Necessary or a Covered Service. It also does not promise payment by Us. To learn more, read the How to Access Your Services and Obtain Approval of Benefits section in this Booklet.

Services, supplies, tests and drugs are not covered if they are excluded under this Booklet or are not obtained in the way required by this Booklet. To learn more, read the exclusions in each covered benefit, the limits in the Schedule of Benefits, and the Limitations/Exclusions (What Is Not Covered and Pre-Existing Conditions) section of this Booklet.

Preventive Care Services

Preventive Care Services include screenings and other services for adults and children with no current symptoms or history of a health problem. All recommended preventive services will be covered as required by the Affordable Care Act (ACA) and applicable law. This means many preventive care services are covered with no Deductible, Copayments or Coinsurance when you use a Participating Provider. Those laws, and your coverage, may change from time to time.

Preventive care does not include services when you have symptoms or have been diagnosed with a medical problem. Instead, those services will be considered for possible coverage under the Doctor Office Services or Diagnostic Services benefits below if the Covered Services does not fall within the state or ACA-recommended preventive services.

Covered Services fall under the following broad groups as shown below:

- Services with an “A” or “B” rating from the United States Preventive Services Task Force. Examples include screenings for:
  - Breast cancer.
  - Cervical cancer.
  - Colorectal cancer.
- High blood pressure.
- Type 2 diabetes Mellitus.
- Cholesterol.
- Child and adult obesity.

- 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.
- Preventive care and screenings for children, adolescents, and adults are based on the comprehensive guidelines from the Health Resources and Services Administration. This includes child health supervision services.
- Other preventive care and screening for women are also covered based on the guidelines from the Health Resources and Services Administration, including the following:
  - Women’s contraceptives, sterilization procedures, and counseling. This includes Generic and single source Brand Drugs as well as injectable contraceptives and patches, for the durations or supply minimums required by applicable law. Contraceptive devices such as diaphragms, intrauterine devices (IUDs), and implants are also covered. At least one product in all 18 approved methods of contraception is covered under this plan without cost sharing as required by federal and applicable law. Multi-Source Drugs will be covered as a Preventive Care benefit when Medically Necessary, according to your attending Provider, otherwise they will be covered under the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” section.
  - Breastfeeding support, supplies, and counseling. Benefits for breast pumps are limited to one pump per pregnancy.
  - Gestational diabetes screening.
- Preventive Care Services for tobacco cessation for Members age 18 and older as recommended by the United States Preventive Services Task Force including:
  - Counseling.
  - Prescription Drugs.
  - Nicotine replacement therapy products when prescribed by a Provider, including over the counter (OTC) nicotine gum, lozenges and patches.
  Prescription drugs and OTC items are limited to a no more than 180 day supply per 365 days.
- Prescription Drugs and OTC items identified as an A or B recommendation by the United States Preventive Services Task Force when prescribed by a Provider including:
  - Aspirin.
  - Folic acid supplement.
  - Bowel preparations.
  Please note that certain age and gender and quantity limitations apply.
- 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.

To learn more, you can call Us using the number on your Health Benefit ID Card. Or you can view the federal government’s web sites at:

http://www.ahrq.gov
http://www.cdc.gov/vaccines/acip/index

Preventive medical nutrition counseling services are not subject to and do not lower the nutritional therapy limit as listed on the Schedule of Benefits.

Preventive care services also include:
- 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.
• Cervical cancer vaccinations for females.
• Annual medical diabetes eye exams, or as often as your Provider decides.
• Flu shot from a flu shot clinic. Coverage is provided for one flu shot per Benefit Period, or more often as We decide. To learn more about how much We, on behalf of the Plan Sponsor, reimburse you for a flu shot, and to get the claim form, visit Our website at www.anthem.com. You may also call Our Member Services. The amount We cover is subject to change. A flu shot paid for in full, or in part by someone else, is not eligible for coverage.

Infertility Diagnostic Services

We cover tests, such as diagnostic laparoscopy, endometrial biopsy, and semen analysis, and services to find the cause of infertility. We do not cover the treatment of infertility.

Coverage for the diagnosis of infertility includes inpatient services, outpatient services, and Doctor office services.

Maternity Services and Newborn Care

Coverage for maternity and newborn care covers Inpatient Services, outpatient services and Doctor Office Services for normal pregnancy. This includes one routine ultrasound and normal routine nursery care for a well newborn baby. We also cover complications of pregnancy, as needed by the law, and miscarriage. The newborn baby is covered for Medically Necessary care and treatment of injury and sickness, and medically diagnosed Congenital Defects and Birth Abnormalities. After childbirth, We will cover the mother and the baby for at least 48 hours in a Hospital. If delivery is by cesarean section, coverage will be for at least 96 hours. If the baby is born between 8:00 p.m. and 8:00 a.m., coverage will continue until 8:00 a.m. on the morning after the 48 or 96 hours timeframe. But the mother and baby can leave sooner if the mother and Doctor or certified nurse midwife agree to do so.

At-home visits following child-birth are covered for you at your home by a Doctor, nurse or certified nurse midwife. This needs to be done within seventy-two (72) hours after you and your baby are released from the Hospital. Coverage for this visit includes, but is not limited to:
• Parent training.
• Physical assessments.
• Assessment of the home support system.
• Help and training in breast or bottle feeding.
• Performance of any maternal or neonatal tests routinely performed during the usual course of inpatient care for the mother or newborn child, including collecting samples for hereditary disease and metabolic newborn screening.

The mother can decide that this visit may happen at the Doctor’s office.

We, on behalf of Colorado State University, 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 baby.

Diabetes Management Services

We cover diabetes training and medical nutrition therapy if you have diabetes (whether or not it is insulin dependent), or if you have raised blood glucose levels caused by pregnancy. Other medical conditions may also qualify. But the services need to be ordered by a Doctor and given by a Health Care Professional who is certified, registered or with training in diabetes. Diabetes training sessions must be provided by a health care professional in an outpatient Facility or in a Doctor’s office.

Diabetes medical nutrition counseling services are not subject to and do not lower the nutritional therapy limit as listed on the Schedule of Benefits. Screenings for gestational diabetes are covered under Preventive Care Services.
Doctor Office Services

We cover Doctor office visits when needed to check your health, or to discuss and find the cause of a health problem, or to get treatment and non-urgent and non-Emergency medical care. Services include getting second opinions on a condition, or discussing birth control or family planning. For allergies, We also cover Doctor office visits to get testing, shots and serum.

See this Benefits/Coverage (What is Covered) section for more information on prescription drugs administered in the office.

Some things like x-rays or lab tests or surgical services will not always be covered as an office visit, even if done in a Doctor’s office. Those services may be subject to additional Copayment, Coinsurance, Deductible or benefit restrictions. Also, there may be a limit on how many times you can visit a Doctor or Provider for certain treatments. Some examples are physical/speech therapy, or chiropractic therapy. To learn more, see the Schedule of Benefits.

When available in your area, your coverage will include online visit services. Covered Services include a medical session using the web by webcam, chat or voice. Covered Services are provided when received from an In-Network Provider and are not covered when received from an Out-of-Network Provider. For Mental Health and Substance Abuse online visits see “Mental Health and Substance Abuse Services”.

Telehealth Services

Covered Services that are appropriately provided by a telehealth Provider in accordance with applicable legal requirements will be eligible for benefits under this Booklet. Telehealth means the mode of delivering health care or other health services via information and communication technologies to facilitate the diagnosis, consultation and treatment, education, care management and self-management of a patient’s physical and mental health. Telehealth is two-way audio-visual communication, including synchronous interactions and store-and-forward transfers. In-person contact between a health care Provider and the patient is not required for these services.

Telehealth does not include the use of facsimile, audio-only telephone, texting or electronic mail. If you have any questions about this coverage, or receive a bill please contact member service at the number on the back of your Health Benefit ID Card.

Inpatient Services

Inpatient Hospital Services are for acute care in a Hospital. Benefits are for charges from a Hospital for room, board and general nursing services, ancillary (related) services, and services from a Doctor while you are in the Hospital. An inpatient admission may include physical, occupational and speech therapy services care as part of your acute admission. If an inpatient admission is only for the purpose of rehab see the next section for Inpatient Rehab Services since that care is limited.

Room, Board and General Nursing Services

• A room with two or more beds.
• A private room but only if it is Medically Necessary that you occupy a private room. For example a private room may be needed for isolation. If it is Medically Necessary for you to be in Hospital, but not in a private room, We will only allow benefits for the Hospital’s average rate for a semi-private room.
• A room in a special care unit approved by Us. The special care unit must be set up to give intensive care and support to critically ill patients.

Ancillary Services

• Operating, delivery and treatment rooms and supplies.
• Prescribed drugs given as part of the inpatient stay.
• Medical and surgical dressings, supplies, casts and splints.
• Diagnostic services.
• Therapy services.
• General nursing care.
• Charges for processing, transportation, handling and giving of blood. Charges for blood, blood plasma and blood products are covered unless the blood, blood plasma or blood products were given to you from a blood bank.

Other Services

• Medical care visits limited to one visit per day by any one professional Provider.
• Intensive medical care when your health problem requires it for a long time.
• If you are in the Hospital for Surgery, and your condition requires it, care by two or more Doctors during one Hospital stay may be covered.

• Being seen by another professional Provider when your professional Provider asks. But if the request is made just because of Hospital rules, coverage is not available.

• Surgery Services, including Reconstructive Surgery.

• Anesthesia, Anesthesia supplies and services.

• Newborn examinations by a Doctor other than the Doctor who performed the obstetrical delivery.

**Inpatient Rehab Services**

If we determine that you no longer need acute Hospital care, or that the main reason for a Hospital stay is to restore or improve functions you have lost because of an injury or illness, we will consider the care to be Inpatient Rehab Therapy. We cover Inpatient Rehab Therapy up to the maximum number of days listed on the Schedule of Benefits.

Benefits for inpatient care are available while you are at a rehab facility for the **main reason** of getting rehab services. For example, if your care includes at least three hours of therapy, we may consider it Inpatient Rehab Therapy. Some therapies are speech therapy, respiratory therapy, occupational therapy and/or physical therapy. There may be differing levels of therapy, like Acute Rehab Therapy, Chronic Rehab Therapy or Sub-Acute Rehab Therapy. But to be eligible for benefits, rehab services must be aimed at goals that can likely be met in a reasonable period of time. Benefits are not available for Custodial Care. Benefits will end at the earlier of:

- When rehab is no longer Medically Necessary and you stop meeting those goals.
- When you have used up the day limit as listed on your Schedule of Benefits.
- We decide that Maximum Medical Improvement is reached and no further major changes can be made.

**Skilled Nursing Care Facility (SNF)**

A Skilled Nursing Care Facility is a place that gives you skilled nursing care. 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. For example it gives you therapies if you have an unstable or long term health problem. Skilled nursing care is given under health supervision for nonsurgical care of long term health problems or healing stages of short term health problems or injuries. Skilled Nursing Care Facility coverage does not include care for Members with significant medical needs. Also, benefits are not available for Custodial Care.

Where covered, there may be separate limits on the number of days we cover for skilled nursing care. To learn more, see the Schedule of Benefits. If you use up the number of days allowed, or if we determine that you reached Maximum Medical Improvement and no further major changes can be made, further Skilled Nursing Care Facility services will be denied.

**Outpatient Services**

Outpatient Services are for both Facility and professional Provider charges when given to you in an Outpatient location. These can be places like a Hospital, Alternative Care Facility or other Facility Provider. Professional charges include services billed by a Doctor or other professional Provider in the outpatient location.

The services covered for Inpatient Services listed above are also covered for Outpatient Services. What is not covered is the room, board and general nursing services.

See the Benefits/Coverage (What is Covered) section for more information on Prescription Drugs administered as an outpatient procedure.

**Diagnostic Services**

Coverage for test are covered when they are done as part of Preventive Care Services, Doctor Office Services, infertility services, outpatient services, home care services, hospice services, Emergency Care and Urgent Care. Covered Services include:

- X-ray and other radiology.
- Lab and pathology.
- CT, MRI, MRA, PET tests.
- Ultrasounds.
- Allergy tests.
• Hearing tests, unrelated to an exam for prescribing or fitting of a hearing aid, except as required by law.
• Genetic tests if those tests are allowed by Our medical policy.
• Ultrafast CT scans when precertified and if those tests are allowed by Our medical policy.

**Surgical Services**

Surgery services are covered when part of a Doctor office service, or on an inpatient or outpatient basis for:

• Surgery or other types of operative services.
• Treating broken bones and dislocations.
• Sterilization services.
• Anesthesia and for an assistant surgeon, but only if allowed by Our medical policy. We do not pay for all surgical assistant procedures.
• Normal and related care, before and after Surgery.
• Other types of services as approved by Us.
• Bariatric surgery and complications from bariatric surgery that satisfy Our medical policy and which are received from a designated facility are covered benefits. The surgical fee includes usual follow-up care that is Medically Necessary.

**Note:** If you are getting benefits for a covered mastectomy or for follow-up care for a covered mastectomy, and you decide to have breast reconstruction, you will also get coverage for:

• Reconstruction of the breast on which the mastectomy has been performed.
• Surgery and reconstruction of the other breast to give a balanced look.
• Prostheses and for physical problems caused by any stage of the mastectomy, including lymphedemas.

This coverage will be provided in consultation with you and your attending physician and will be subject to the same Deductible, Coinsurance, Copayment provisions otherwise applicable under the plan.

**Transgender Surgery**

This coverage provides benefits for many of the charges for transgender surgery (also known as sex reassignment surgery), where Medically Necessary as determined by our medical policies and guidelines. Covered Services must be approved by Us and must be authorized by Us prior to being performed. Charges for services that are not authorized for the surgery requested will not be considered Covered Services. Some conditions apply, and all services must be authorized by us as outlined in the “How to Access Your Services and Obtain Approval of Benefits” section.

**Emergency Care and Urgent Care**

If you are experiencing an Emergency please call 911 or visit the nearest Hospital for treatment. Services from an Emergency Care Provider, but which are provided for conditions that do not meet the definition of Emergency will not be covered.

**Emergency Services**

Benefits are available in a Hospital Emergency Room for services and supplies to treat the onset of symptoms for an Emergency, which is defined below.

**Emergency (Emergency Medical Condition)**

Emergency,” or “Emergency Medical Condition” means a medical or behavioral health condition of recent onset and sufficient severity, including but not limited to, severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that not getting immediate medical care could result in: (a) placing the patient’s health or the health of another person in serious danger or, for a pregnant women, placing the women’s health or the health of her unborn child in serious danger; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. Such conditions include but are not limited to, chest pain, stroke, poisoning, serious breathing problems, unconsciousness, severe burns or cuts, uncontrolled bleeding, or seizures and such other acute conditions as may be determined to be Emergencies by Us.

**Emergency Care**

“Emergency Care” means a medical or behavioral health exam done in the Emergency Department of a Hospital, and includes services routinely available in the Emergency Department to evaluate an Emergency Condition. It includes any further medical or behavioral health exams and treatment required to stabilize the patient.
In cases of Emergency, services are covered from either an In-Network Provider or Out-of-Network Provider. For Emergency care from an Out-of-Network Provider, you will not need to pay more than what you would have if you had seen an In-Network Provider.

We cover Emergency services needed to screen and Stabilize you without Precertification/Prior Authorization. But once you are stabilized any further or follow-up care is not considered Emergency care. If you continue to get care from an Out-of-Network Provider, Covered Services will be covered at the Out-of-Network level unless we agree to cover them as an Authorized Service network exception.

For inpatient admissions after Emergency care, you should get in touch with Us within 5 days of being admitted or as soon as reasonably possible to obtain authorization for the continued stay.

**Urgent Care**

Sometimes the type of care you need is Urgent and it not an Emergency. Urgent Care can be received from an In-Network Provider or an Out-of-Network Provider. If you visit an Out-of-Network Provider your Cost Shares will be higher. If you have an Accidental Injury or a medical problem, We will decide whether your injury or medical problem is Urgent Care or Emergency Care for coverage purposes, based on your diagnosis and symptoms.

Urgent Care is when you need immediate medical attention but your condition is not life-threatening (non-Emergency). Treatment of an Urgent Care health problem is not an Emergency and does not need the use of an emergency room at a Hospital. If you call your Doctor before receiving care for an urgent health problem and you are told to go to an emergency room, your care will be paid at the level specified in the Schedule of Benefits for Urgent Care.

**Obtaining Emergency or Urgent Care**

If you need Emergency Care or Urgent Care, even while you are away from home, you are covered. Please follow the step-by-step instructions below to help make sure you receive coverage:

- Know the difference between an Emergency and an Urgent Care situation.
- If you are having an Emergency, call 9-1-1 or go to the nearest Hospital. If you are having an Urgent Care health problem, go to an Urgent Care Center or your Doctor's office. If there is not one nearby, then go to the Hospital.
- Call your Doctor or Us within 5 days or as soon as you reasonably can.
- 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 Doctor. If the Hospital or Urgent Care Center 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 any cost shares as stated in your Schedule of Benefits.
- You will receive an Explanation of Benefits form.

**Ambulance and Transportation Services**

Medically Necessary Ambulance and Emergency Ambulance services are Covered Services when:

- 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.
- And one or more of the following criteria are met
  - 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. Emergency Ambulance services do not require Precertification/Prior Authorization and are allowed regardless of whether the Provider is an In-Network or Out-of-Network Provider. 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.

Ambulance services for non-Emergency transport must be approved through Precertification/Prior Authorization. Air ambulance services for non-Emergency Hospital to Hospital transfers and all scheduled ground ambulance services for non-Emergency transfers, except transfers from one acute Facility to another, must be approved through Precertification/Prior Authorization. See the section How to Access Your Services and Obtain Approval of Benefits under the Getting Approval for Benefits for more information. 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 Ambulance Provider We select Covered Services are limited to any maximum listed on the Schedule of Benefits.

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 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

The following therapy services are covered when done in the Doctor’s office, as part of an inpatient admission, when done outpatient or as part of Home Care service.

Physical, Speech, and Occupational Therapy

We cover the number of visits listed on the Schedule of Benefits. Coverage is given only if the physical, speech or occupational therapy will result in a practical improvement in the level of functioning in a short period of time and is Medically Necessary.

- **Physical therapy** includes care by physical means like, hydrotherapy, heat or like modalities, physical agents, biomechanical and neuro-physiological principles and devices. Physical therapy is given to help pain, return function and to prevent disability after a health problem, or as a result of a Congenital Defect or Birth Abnormality.

- **Speech therapy** is covered where We decide it’s Medically Necessary to correct a speech problem caused by an injury, health problem or Congenital Defect or Birth Abnormality. For a cleft palate or cleft lip, Medically Necessary speech therapy is not limited, but those visits lower the number of speech therapy visits available to treat other problems.

- **Occupational therapy** is covered to treat physical disabilities or a Congenital Defect or Birth Abnormality. The therapy needs to be designed to help your ability to do the usual tasks of your daily living or your job.
Other Therapy Services

- **Cardiac Rehab** to repair an individual’s functional status after a cardiac event. Benefits are allowed at a facility for exercise and education under the direct supervision of a professional Provider in an intensive outpatient rehab program. From 6 to 36 visits per event are allowed based on Our medical policy.

- **Chemotherapy** for the treatment of disease by chemical or biological antineoplastic agents. Chemotherapy services can be given at the Providers office. See this Benefits/Coverage (What is Covered) section under Prescription Drugs Administered by a Medical Provider for more information.

- **Dialysis** treatments for a short term or chronic kidney illness which may include the 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 health problem by the using medicines, water vapors, gases, or anesthetics by inhalation.

Complementary Therapy

Colorado State University may have decided to offer benefits under this plan for chiropractic therapy, massage therapy, acupuncture/nerve pathway therapy, or osteopathic manipulative therapy. If Colorado State University decided to cover these services, coverage is provided regardless of what type of provider (i.e. chiropractor, doctor, etc.) the Covered Services as long as the Provider is in-network and licensed to provide such care. Refer to the Schedule of Benefits for the coverage level and benefit limits.

- **Chiropractic therapy** services are covered when:
  - within the scope of chiropractic care that supports or is needed to help you reach the physical state enjoyed before the health problem.
  - the services are usually given to diagnose or treat a neuromusculoskeletal health problem linked to an injury or illness.

Coverage is provided for examinations, office visits with manual adjustment of the spine, x-ray of the spine and conjunctive physiotherapy. Coverage is provided regardless of who provides the Covered Services as long as the Provider is licensed to provide such care. Benefits are up to the number of visits as listed on the Schedule of Benefits.

- **Massage therapy** for injury or illness for which massage has a therapeutic result. Coverage is provided for up to a 60 minute session per visit. Some Covered Services include acupressure and deep tissue massage, or other approved services. Benefits are up to the number of visits as listed on the Schedule of Benefits.

- **Acupuncture/Nerve Pathway therapy** is limited to the treatment of neuromusculoskeletal pain, through the use of needles inserted along specific nerve pathways to ease pain resulting from an injury or illness. Benefits are up to the number of visits as listed on the Schedule of Benefits.

- **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. Benefits are up to the number of visits as listed on the Schedule of Benefits.

**Autism Spectrum Disorders**

Covered Services are provided for the assessment, diagnosis, and treatment of Autism Spectrum Disorders (ASD). 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:

- Evaluation and assessment services.

- 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.

- Habilitative or rehabilitative care, including, but not limited to, occupational therapy, physical therapy, or speech therapy, or any combination of those therapies.

- Prescription Drugs, if covered under this Booklet.

- Psychiatric care.

- Psychological care, including family counseling.

- Therapeutic care.
Treatment for Autism Spectrum Disorders must be prescribed or ordered by a Doctor or psychologist, and services must be provided by a Provider covered under this plan and approved 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 “Benefits/Coverage (What Is Covered)” section is in addition to coverage provided for early intervention and Congenital Defects and Birth Abnormality. Autism services and the Autism Treatment Plan are subject to review under the “How to Access Your Services and Obtain Approval of Benefits (Applicable to managed care plans)” section.

**Home Care/Home IV Therapy Services**

Home health services are performed by a Home Health Agency or other Provider in your home. They must be given on a part-time visiting basis for your course of treatment. Refer to your Schedule of Benefits for benefit limitations. Covered Services include the following:

- Professional nursing services you get from a registered nurse (R.N.) or a licensed practical nurse (L.P.N).
- Health care/social services.
- Diagnostic services.
- Nutritional guidance.
- Certified nurse aide services under the supervision of an R.N. or a therapist skilled in professional nursing services.
- Therapy Services like physical, occupational, respiratory, inhalation, speech and hearing therapy. Therapy services are not subject to the therapy limits listed under the Schedule of Benefits when provided by a Home Health Agency.
- Social work practice services from a social worker.
- Medical and surgical supplies.
- Durable medical equipment.
- Prescription Drugs but only if provided and billed by a Home Health Care Agency.

When available in your area, benefits are also available for Intensive In-home Behavioral Health Services [from an In-Network Provider]. These do not require confinement to the home. See this “Benefits/Coverage (What is Covered)” section under the “Mental Health and Substance Abuse Services” for more information.

**Home IV Therapy**

Home IV therapy is covered and includes a mixture of nursing care, durable medical equipment and IV pharmaceutical services. These are delivered and/or given 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 after a Hospital discharge when it is Medically Necessary. More days may be given up to a maximum of 42 days per Benefit Period when precertified/preauthorized by Us. Aside from the limits above, home IV therapy services are not subject to the home health care limits listed on the Schedule of Benefits.

Home IV services are covered only if received from a home infusion Provider which is an In-Network Provider.

See this Benefits/Coverage (What is Covered) section under the Prescription Drugs Administered by a Medical Provider for more information.

**Nutritional Counseling**

Nutritional counseling is a way of looking at your food habits and choices with a food expert who offers diet changes and food ideas right for you. The goal of nutrition counseling is to make the right food choices, and improve the nutritional value and dietary supplements in your diet. Benefits are given for a registered dietitian who is a health worker who knows about diet and foods and who is able to translate that information into the right food choices. Registered dietitians must limit their practice to those methods which conform with the law. We cover up to a 60 minute session for each visit.

Benefits include:

- Nutritional techniques of evaluation which give measurements and changes.
- Nutritional counseling.
- Nutritional therapy.
- Help on nutritional supplements.
Coverage is not given for foods, hypnosis, personal training, supplements or vitamins.

Nutritional counseling for the treatment of eating disorders, such as anorexia nervosa and bulimia nervosa is covered under the Mental Health and Substance Abuse Services section.

Nutritional counseling provided as part of a preventive visit will be covered under Preventive Care Services.

Nutritional counseling provided as part of diabetes management will be covered under Diabetes Management Services. Benefit will be based on place of service.

**Medical Foods**

Benefits are given for medical foods for home use for metabolic disorders which may be taken by mouth 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 as well as severe protein allergic conditions. Disorders include those as required by law, including but not limited to:

- Phenylketonuria, if you are 21 or younger (35 or younger for women of child-bearing age).
- Maternal phenylketonuria.
- Maple syrup urine disease.
- Tyrosinemia.
- Homocystinuria.
- Histidinemia.
- Urea cycle disorders.
- Hyperlysinemia.
- Glutaric acidemias.
- Methylmalonic academia.
- Propionic acidemia.

These benefits do not include enteral nutrition therapy or medical foods for Members with cystic fibrosis or lactose- or soy-intolerance. Also all covered medical foods must be obtained through an In-Network Pharmacy and are subject to the pharmacy payment requirements.

**Hospice Care**

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.
• 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**

Covered Services are paid as *Inpatient Services*, outpatient services, or Doctor home visits and offices services depending on where the services is given and subject to your cost shares.

**Covered Transplant Procedure**

We cover Medically Necessary human organ, tissue, and stem cell/bone marrow transplants and transfusions as determined by Us when precertified. This includes Medically Necessary acquisition procedures, mobilization, collection and storage. It also includes Medically Necessary myeloablative or reduced intensity preparative chemotherapy, radiation therapy, or a combination of these therapies.

Covered transplant procedures include:

• Heart.
• Lung (single or double).
• Heart-Lung.
• Kidney-Pancreas.
• Pancreas.
• Liver.
• Bone Marrow/Peripheral Stem Cell/Cord Blood.
• Small bowel.
• Multivisceral.

This list may change based on Our medical policy. If you are eligible for Medicare (or think you will be in the future), it is up to you to contact Medicare to see if your transplant will be covered by Medicare.

Immunosuppressant drugs prescribed for outpatient used with a covered human organ and tissue transplant that are given only by written prescription and that are approved for general use by the Food and Drug Administration, but only if your coverage has a Prescription Drug benefit.

**Transplant Donors and Recipients**

As used under this section, the term donor means a person who gives organs for transplantation. If a human organ or tissue transplant is given from a donor to the person receiving the transplant, the following apply:

• When both the person getting the transplant and the person donating the organ are Our covered Members, each is entitled to the Covered Services given under the human organ and tissue transplant benefits.

• When only the person getting the transplant is a covered Member, the person donating and the person getting the transplant are entitled to the Covered Services given under the Human Organ and Tissue Transplant benefits.

• The donor benefits are limited to those not given 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 person giving the organ is Our covered Member, and the person getting the transplant is not covered by Us, benefits will not be given for the donor or recipient expenses.

Coverage includes Covered Services for the live donor and/or donated organ or tissue. This can be for such things as Hospital, surgical, medical, storage and transportation costs (including problems from the donor procedure for up to 6 weeks from the date of getting the organ).
Benefits are given for donor searches that are not part of your family for bone marrow/stem cell transplants for a covered transplant procedure. Benefits for donor searches that are not part of your family for bone marrow/stem cell donor searches are limited to the maximum as listed on the Schedule of Benefits.

Coverage includes Covered Services for the live donor and/or donated organ or tissue. This can be for such things as Hospital, surgical, medical, storage and transportation costs (including problems from the donor procedure for up to 6 weeks from the date of getting the organ).

Benefits include unrelated donor searches from an authorized licensed registry for bone marrow/stem cell transplants for a covered transplant procedure. Benefits for donor searches that are not part of your family for bone marrow/stem cell donor searches are limited to the maximum as listed on the Schedule of Benefits.

In-Network Transplant Provider
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 the Blue Cross and Blue Shield Association. 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.
- All covered transplant procedures.

Out-of-Network Transplant Provider
Any Provider that has not been chosen as a Center of Excellence by Us or has not been selected to take part as an In-Network Transplant Provider by the Blue Cross and Blue Shield Association.

Transplant Benefit Period
At an In-Network transplant Provider facility, the Transplant Benefit Period starts one day prior to a covered transplant procedure and lasts 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. Call the case manager for specific In-Network transplant Provider details for services received at or coordinated by an In-Network transplant Provider facility. At the end of the case rate/global time period, benefit are provided under the Doctor Office Services, Inpatient Services, and Outpatient Services section of the Booklet, depending on where the service is performed and are not subject to the terms of this Human Organ and Tissue Transplant section.

Prior Approval and Precertification/Prior Authorization
To maximize your benefits, you 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 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 Precertification/Prior Authorization prior to the transplant whether this is performed in an inpatient or outpatient setting.

Precertification/Prior Authorization 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 Precertification/Prior Authorization to Us as soon as possible to start this process. Not getting Precertification/Prior Authorization 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 collection 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 collection and storage request will be reviewed for Medical Necessity and may be approved. However, such an approval for HLA testing, donor search and/or collection and storage is not an approval for the later transplant. A separate Medical Necessity decision will be needed for the transplant.

Transportation and Lodging
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.
For lodging and ground transportation benefits, we will cover costs up to the current limits set forth in the Internal Revenue Code.

**Limits**

Certain *Human Organ and Tissue Transplant Services* may be limited.

Also, the human organ and tissue transplant (bone marrow/stem cell) services, benefits or rules described above do not apply to the following:

- Kidney.
- Cornea.
- Any Covered Services for a covered transplant procedure received before or after the Transplant Benefit Period. **Note:** the collection and storage of bone marrow/stem cells is included in the covered transplant procedure benefit above no matter the date of service.

The above Covered Services are paid as *Doctor Office Services, Inpatient Services*, and Outpatient Services under this Booklet depending on where the service is performed. Benefits are not covered for transportation, lodging and meals for those services listed above.

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

The supplies, equipment and appliances described below are covered under this benefit. But if we decide that the medical supply, equipment and/or appliances includes comfort, luxury or convenience items or features that exceed what is Medically Necessary for your situation, we only allow up to the Maximum Allowed Amount for a standard covered item that serves the same purpose, and is Medically Necessary. Any expense that exceeds the Maximum Allowable Amount for the standard item which is a Covered Service is your responsibility.

**Medical and Surgical Supplies**

We cover syringes, needles, oxygen, surgical dressings, splints and other like items that serve only a health purpose, including diabetic supplies.

**Durable Medical Equipment**

We cover the rental (or, at our choice, the purchase) of durable medical equipment prescribed by a Doctor or other Provider. The rental cost must not be more than the price to buy the equipment. This equipment must serve only a health care purpose and be able to withstand repeated use. If we cover a piece of medical equipment, we also cover the repair of that equipment.

**Prosthetic Devices**

We cover purchase, fitting, needed changes, repairs, and replacements of prosthetic devices and supplies that:

- Replace all or part of a missing body part and its adjoining tissues.
- Replace all or part of a permanently ineffective or non-functioning body part.

We also cover prosthetic arms and legs to the benefit amounts required by law.

Benefits for prosthetic devices include:

- Either one set of standard prescription glasses or one set of contact lenses (whichever is right for the health problem) when needed to replace human lenses absent at birth or lost through intraocular Surgery, ocular injury or for the treatment of keratoconus or aphakia.
- Breast prostheses and two surgical bras each Benefit Period after a mastectomy.
- The first wig after cancer treatment up to any maximum limit as listed on the *Schedule of Benefits*.

**Orthopedic Appliances**

We cover the purchase, fitting, needed changes, repairs, and replacements of Orthopedic Appliances and supplies. These are rigid or semi-rigid supportive devices and items that limit or stop motion of a weak or diseased body part.

Foot Orthotics and orthopedic shoes are not covered (unless you have diabetes).

**Hearing Aid Services**

Subject to the terms of the Booklet, we cover the following hearing aids and the services that go with them when provided by or purchased as a result of a written recommendation from an otolaryngologist or a state-certified audiologist:
Audiological testing to measure the level of hearing loss and to choose the proper make and model of a hearing aid. These evaluations will be provided under other benefits of this “Benefits/Coverage (What Is Covered)” section for diagnostic services;

Hearing aids (monaural or binaural) including ear mold(s), bone-anchored hearing aids, the hearing aid instrument, batteries, cords and other ancillary equipment. We cover auditory training when it is offered using approved professional standards. Initial and replacement hearing aids will be covered up to a maximum benefit of $2,000 every 3 years. A new hearing aid will be a covered service when alterations to your existing hearing aid cannot adequately meet your needs or be repaired; and

Visits for fitting, counseling, adjustments and repairs after receiving the covered hearing aids.

**Dental Related Services**

**Accident-Related Dental Services**

This Booklet is not meant to provide or replace dental insurance. But benefits are given for dental costs due to an accident if you meet all of the following rules:

- Dental services, supplies and appliances are needed because of an accident. The accident must have caused other major bodily injuries outside the mouth or oral cavity.
- Care must be for injuries to your sound natural teeth.
- An injury that results from chewing or biting is not considered an accident, unless the chewing or biting results from a medical or mental condition.
- Care must be needed to fix your teeth to the condition they were in just before the accident.
- The first dental services must be performed within 90 days after your accident.
- All services must be performed within one year after your accident. Services after one year are not covered even if you still have coverage with Us.

Benefits for restorations are limited to those services, supplies, and appliances that We decide are appropriate in restoring the mouth, teeth, or jaws to the condition they were in just before the accident.

**Dental Anesthesia**

Benefits are given for general Anesthesia from a Hospital, outpatient surgical facility or other facility, and for the Hospital or facility charges needed for dental care for a covered Dependent child who:

- Has a physical, mental or medically compromising condition.
- Has dental needs for which local Anesthesia is not effective because of acute infection, anatomic variation or allergy.
- Is extremely uncooperative, unmanageable, uncommunicative or anxious and whose dental needs are deemed sufficiently important that dental care cannot be deferred.
- Has sustained extensive orofacial and dental trauma.

**Cleft Palate and Cleft Lip Conditions**

Benefits are given for inpatient care and outpatient care, including:

- Orofacial Surgery.
- Surgical care and follow-up care by plastic surgeons and oral surgeons.
- Orthodontics and prosthodontic treatment.
- Prosthetic treatment such as obturators, speech appliances, and prosthodontic.
- 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 main policy and must fully cover orthodontics and dental care for cleft palate and/or cleft lip conditions.

**Other**

The only other dental costs that are Covered Services are facility charges for inpatient and/or outpatient services. Benefits are payable in such settings only if the Member’s health problem or the dental treatment calls for it to keep you safe.
Mental Health and Substance Abuse Services

We cover Inpatient Services, outpatient services and Doctor Office Services for the care of Mental Health and Substance Abuse. These services include diagnosis, crisis intervention and short-term care of mental health conditions and for rehab of substance dependency.

Coverage for mental health care is for 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. Attention Deficit Disorder (ADD) and Attention Deficit Hyperactivity Disorder (ADHD) care is covered under this section if the services are given by a mental health Provider.

Substance Dependency benefits are for acute medical detox and for rehab. This care is covered when given by a covered Provider. Substance Dependency is what happens when you use alcohol or other drugs in a way that harms your health or destroys your ability to control your actions. The main reason for medical detox is to get rid of the toxins in your body, and check your heart rate, blood pressure and other vital signs. Medical detox helps with your withdrawal signs and it gives you medicines as needed. Rehab includes the services and treatment listed below, to help you stop abusing alcohol or drugs.

We also cover medicine management for Mental Health Care and Substance Abuse when given by your medical Doctor, psychiatrist or prescriptive nurse. If the medicine management is given by your medical Doctor, benefits are paid under your medical benefit. If medicine management is given by a psychiatrist or prescriptive nurse, benefits are paid under your mental health benefit. For coverage of Prescription Drugs, see this Benefits Coverage (What Is Covered) section.

Inpatient Services. Inpatient care to treat Mental Health and Substance Abuse includes:

- Individual psychotherapy.
- Group psychotherapy.
- Psychological testing.
- Family counseling with family Members to help in your diagnosis and care.
- Convulsive therapy including electroshock treatment and convulsive drug therapy.

Residential Treatment. Care at a licensed Residential Treatment Center that offers individualized and intensive treatment and includes:

- Observation and assessment by a physician weekly or more often.
- Rehabilitation, therapy, and education.

Partial Hospitalization Services. The same services covered for outpatient services for Mental Health and Substance Abuse are covered when you are in the Hospital for only part of the day. Partial hospitalization treatment is covered only when you receive Medically Necessary care through a day treatment program as decided by the facility.

Outpatient Services. The same services listed above for inpatient are covered on an outpatient basis. What are not covered are room, board and general nursing services. Outpatient services include intensive outpatient treatment, and (when available in your area) Intensive In-Home Behavioral Health Services [from an In-Network Provider].

Online Visits. When available in your area, your coverage will include online visit services. Covered Services include a visit using the web by webcam, chat or voice. Covered Services are provided when received from an In-Network Provider and are not covered when received from an Out-of-Network Provider.

Precertification. Your Doctor should call Our behavioral health administrator to find out Medical Necessity needs, correct treatment level and proper setting. Non-Emergency inpatient services need Precertification. See the “How to Access Your Services and Obtain Approval of Benefits” section under “Getting Approval for Benefits” for information.

Prescription Drugs Administered by a Medical Provider

We cover Prescription Drugs, including Specialty Drugs, that must be, administered to you as part of a Doctor’s visit, home care visit, or at an outpatient Facility when they are Covered Services. This may include Drugs for infusion therapy, chemotherapy, blood products, certain injectables, and any Drug that must be administered by a Provider. This section applies when a Provider orders the Drug and a medical Provider administers it to you in a medical setting. Benefits for Drugs that you inject or get through your Pharmacy benefits (i.e., self-administered Drugs) are not covered under this section. Benefits for those Drugs are described in the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” section.

Important Details About Prescription Drug Coverage

Your coverage 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 to give more details before We can decide if the
Drug is eligible for coverage. In order to determine if the Prescription Drug is eligible for coverage, We have established criteria.

The criteria, which are called drug edits, may include requirements regarding one or more of the following:

- Quantity, dose, and frequency of administration.
- Specific clinical criteria including, but not limited to, requirements regarding age, test result requirements, and/or presence of a specific condition or disease.
- Specific Provider qualifications including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies).
- Step Therapy requiring one Drug, Drug regimen, or treatment be used prior to use of another Drug, Drug regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated.
- Use of an Anthem Prescription Drug List (a formulary developed by Us) which is a list of FDA-approved Drugs that have been reviewed and recommended for use based on their quality and cost effectiveness.

**Precertification**

Precertification may be required for certain Prescription Drugs to help make sure proper use and guidelines for Prescription Drug coverage are followed. We will give the results of our decision to both you and your Provider.

For a list of Prescription Drugs that need Precertification, please call the phone number on the back of your Health Benefit ID Card. The list will be reviewed and updated from time to time. Including a Prescription Drug or related item on the list does not guarantee coverage under your coverage. Your Provider may check with us to verify Prescription Drug coverage, to find out which drugs are covered under this section and if any drug edits apply.

**Expedited Precertification** – We will review Expedited requests for Precertification of Prescription Drugs according to the timeframes listed below:

- If all needed information is provided with the request, We will approve or deny it within one business day of receiving the request, unless a shorter period of time is required by law.
- If We need more information to make a decision, We will tell the prescribing Provider what information is needed within one business day of receiving the request. If the information is timely provided, We will make a decision within the timeframes provided by law.
- If the prescribing Provider does not supply the requested information within two business days of receiving Our request, the Precertification request will be deemed denied.

**Non-Expedited Precertification** – We will review non-Expedited requests for Precertification of Prescription Drugs according to the timeframes listed below:

- If all needed information is provided with the request, We approve or deny it within two business days of receiving the request.
- If We need more information to make a decision, We will tell the prescribing Provider what information is needed within two business days of receiving the request. If the information is timely provided, We will make a decision within the timeframes provided by law.
- If the prescribing Provider does not supply the requested information within two business days of receiving Our request, the request will be deemed denied.

Note: If We do not request additional information or provide notification of approval or denial as required by applicable law, the request will be deemed denied. We will give notice of our decision as required by applicable law.

Please refer to the section “How to Access Your Services and Obtain Approval of Benefits (Applicable to managed care plans)” under “Getting Approval for Benefits” for more details.

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

**Designated Pharmacy Provider**

We in Our sole discretion, may establish one or more Designated Pharmacy Provider programs which provide specific pharmacy services (including shipment of Prescription Drugs) to you. An In-Network Provider is not necessarily a Designated Pharmacy Provider. To be a Designated Pharmacy Provider, the In-Network Provider must have signed a Designated Pharmacy Provider Agreement with Us. You or your Provider can contact pharmacy member services to learn which Pharmacy or Pharmacies are part of a Designated Pharmacy Provider program.

For Prescription Drugs that are shipped to you or your Provider and administered in your Provider’s office, you and your Provider are required to order from a Designated Pharmacy Provider. A Patient Care coordinator will work with you and your Provider to obtain Precertification and to assist shipment to your Provider’s office.
We reserve our right to modify the list of Prescription Drugs as well as the setting and/or level of care in which the care is provided to you. We may, from time to time, change with or without advance notice, the Designated Pharmacy Provider for a Drug, if in Our discretion, such change can help provide cost effective, value based and/or quality services.

If you are required to use a Designated Pharmacy Provider and you choose not to obtain your Prescription Drug from a Designated Pharmacy Provider, you will not have coverage for that Prescription Drug.

You can get the list of the Prescription Drugs covered under this section by calling pharmacy member services at the phone number on the back of your Health Benefit ID Card or check our website at www.anthem.com.

**Therapeutic Substitution**

Therapeutic substitution is an optional program that tells you and your Doctors about alternatives to certain prescribed Drugs. We may contact you and your Doctor to make you aware of these choices. Only you and your Doctor can determine if the therapeutic substitute is right for you. For questions or issues about therapeutic Drug substitutes, call Pharmacy member services at the phone number on the back of your Health Benefit ID Card.

**Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy**

Your Plan also includes benefits for Prescription Drugs you get at a Retail or Mail Order Pharmacy. We use a Pharmacy Benefits Manager (PBM) to manage these benefits. The PBM has a network of Retail Pharmacies, a Home Delivery (Mail Order) Pharmacy, and a Specialty Pharmacy. The PBM works to make sure Drugs are used properly. This includes checking that prescriptions are based on recognized and appropriate doses and checking for Drug interactions or pregnancy concerns.

**Please note:** Benefits for Prescription Drugs, including Specialty Drugs, which are administered to you by a medical Provider in a medical setting (e.g., doctor’s office visit, home care visit, or outpatient Facility) are covered under the “Prescription Drugs Administered by a Medical Provider” benefit. Please read that section for important details.

**Prescription Drug Benefits**

Prescription Drug benefits may require prior authorization to determine if your Drugs should be covered. Your In-Network Pharmacist will be told if prior authorization is required and if any additional details are needed for Us to decide benefits.

**Prior Authorization**

Prescribing Providers must obtain prior authorization in order for you to get benefits for certain Drugs. At times, your Provider will initiate a prior authorization on your behalf before your Pharmacy fills your prescription. At other times, the Pharmacy may make you or your Provider aware that a prior authorization or other information is needed. In order to determine if the Prescription Drug is eligible for coverage, We have established criteria.

The criteria, which are called drug edits, may include requirements regarding one or more of the following:

- Quantity, dose, and frequency of administration.
- Specific clinical criteria including, but not limited to, requirements regarding age, test result requirements, and/or presence of a specific condition or disease.
- Specific Provider qualifications including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies).
- Step Therapy requiring one Drug, Drug regimen, or treatment be used prior to use of another Drug, Drug regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated.
- Use of a Prescription Drug list (as described below).

You or your Provider can get the list of the Drugs that require prior authorization by calling pharmacy member services at the phone number on the back of your Health Benefit ID Card or check our website at www.anthem.com. The list will be reviewed and updated from time to time. Including a Prescription Drug or related item on the list does not guarantee coverage under your Plan. Your Provider may check with us to verify Prescription Drug coverage, to find out which drugs are covered under this section and if any drug edits apply.

We may, from time to time, waive, enhance, change or end certain prior authorization and/or offer alternate benefits, if in Our sole discretion, such change furthers the provision of cost effective, value based and/or quality services.

**Expedited** prior authorization – We will review Expedited requests for prior authorization of Prescription Drugs according to the timeframes listed below:
• If all needed information is provided with the request, We will approve or deny it within one business day of receiving the request, unless a shorter period of time is required by law.

• If We need more information to make a decision, We will tell the prescribing Provider what information is needed within one business day of receiving the request. If the information is timely provided, We will make a decision within the timeframes provided by law.

• If the prescribing Provider does not supply the requested information within two business days of receiving Our request, the prior authorization request will be deemed denied.

Non-Expeditied prior authorization – We will review non-Expeditied requests for prior authorization of Prescription Drugs according to the timeframes listed below:

• If all needed information is provided with the request, We approve or deny it within two business days of receiving the request.

• If We need more information to make a decision, We will tell the prescribing Provider what information is needed within two business days of receiving the request. If the information is timely provided, We will make a decision within the timeframes provided by law.

• If the prescribing Provider does not supply the requested information within two business days of receiving Our request, the request will be deemed denied.

Note: If We do not request additional information or provide notification of approval or denial as required by applicable law, the request will be deemed approved. We will give notice of our decision as required by state and federal law.

If prior authorization is denied you have the right to file a Grievance as outlined in the “Appeals and Complaints” section of this Booklet.

Covered Prescription Drugs

To be a Covered Service, Prescription Drugs must be approved by the Food and Drug Administration (FDA) and, under federal law, require a prescription. Prescription Drugs must be prescribed by a licensed Provider and you must get them from a licensed Pharmacy. Controlled Substances must be prescribed by a licensed Provider with an active Drug Enforcement Agency license.

Benefits are available for the following:

• Prescription Legend Drugs from either a Retail Pharmacy or the PBM’s Home Delivery Pharmacy.

• Specialty Drugs.

• Self-administered Drugs. These are Drugs that do not need administration or monitoring by a Provider in an office or Facility. Injectables and infused Drugs that need Provider administration and/or supervision are covered under the “Prescription Drugs Administered by a Medical Provider” benefit.

• Self-injectable insulin and supplies and equipment used to administer insulin.

• Certain supplies, equipment and appliances (such as those for diabetes). You may contact Us to determine supplies covered through a Pharmacy.

• Self-administered contraceptives, including oral contraceptive Drugs, self-injectable contraceptive Drugs, contraceptive patches, and contraceptive rings. Certain contraceptives are covered under the “Preventive Care Services” benefit. Please see that section for more details.

• Special food products or supplements when prescribed by a Doctor if We agree they are Medically Necessary.

• Flu Shots (including administration). These will be covered under the “Preventive Care Services” benefit.

• Immunizations (including administration) required by the “Preventive Care Services” benefit.

• Prescription Drugs that help you stop smoking or reduce your dependence on tobacco products. These Drugs will be covered under the “Preventive Care Services” benefit.

• FDA-approved smoking cessation products, including over the counter nicotine replacement products, when obtained with a prescription for a Member age 18 or older. These products will be covered under the “Preventive Care Services” benefit.
• Compound drugs when a commercially available dosage form of a Medically Necessary medication is not available, all the ingredients of the compound drug are FDA approved as designated in the FDA’s Orange Book: Approved Drug Products with Therapeutic Equivalence Evaluations, require a prescription to dispense, and are not essentially the same as an FDA approved product from a drug manufacturer. Non-FDA approved, non-proprietary, multisource ingredients that are vehicles essential for compound administration may be covered.

Certain Legend Drugs, including orally administered anticancer medication, may also be used for treatment of cancer even though it has not been approved by the Food and Drug Administration (FDA) for treatment of a specific type of cancer, if the following conditions are met:

• the off-label use of the FDA approved drug is supported for the treatment of cancer by the authoritative reference compendia identified by the Department of Health and Human Services.

• the condition being treated is covered under this Booklet.

Where You Can Get Prescription Drugs

In-Network Pharmacy

You can visit one of the local Retail Pharmacies in Our network. Give the Pharmacy the prescription from your Doctor and your Health benefit ID Card and they will file your claim for you. You will need to pay any Copayment, Coinsurance, and/or Deductible that applies when you get the Drug. If you do not have your Health Benefit ID Card, the Pharmacy will charge you the full retail price of the prescription and will not be able to file the claim for you. You will need to ask the Pharmacy for a detailed receipt and send it to Us with a written request for payment.

Important Note: If We determine that you may be using Prescription Drugs in a harmful or abusive manner, or with harmful frequency, your selection of In-Network Pharmacies may be limited. If this happens, We may require you to select a single In-Network Pharmacy that will provide and coordinate all future Pharmacy services. Benefits will only be paid if you use the single In-Network Pharmacy. We will contact you if We determine that use of a single In-Network Pharmacy is needed and give you options as to which In-Network Pharmacy you may use. If you do not select one of the In-Network Pharmacies We offer within 31 days, We will select a single In-Network Pharmacy for you. If you disagree with Our decision, you may ask Us to reconsider it as outlined in the “Appeals and Complaints Procedures” section of this Booklet.

In addition, if we determine that you may be using Controlled Substance Prescription Drugs in a harmful or abusive manner, or with harmful frequency, your selection of In-Network Providers for Controlled Substance Prescriptions may be limited. If this happens, we may require you to select a single In-Network Provider that will provide and coordinate all Controlled Substance Prescriptions. Benefits for Controlled Substance Prescriptions will only be paid if you use the single In-Network Provider. We will contact you if we determine that use of a single In-Network Provider is needed and give you options as to which In-Network Provider you may use. If you do not select one of the In-Network Providers we offer within 31 days, we will select a single In-Network Provider for you. If you disagree with our decision, you may ask us to reconsider it as outlined in the “Appeals and Complaints” section of this Booklet.

Specialty Pharmacy

We keep a list of Specialty Drugs that may be covered based upon clinical findings from the Pharmacy and Therapeutics (P&T) Process, and where appropriate, certain clinical economic reasons. This list will change from time to time. We may require you or your doctor to order certain Specialty Drugs from the PBM’s Specialty Pharmacy.

When you use the PBM’s Specialty Pharmacy, its patient care coordinator will work with you and your Doctor to get prior authorization and to ship your Specialty Drugs to your home or your preferred address. Your patient care coordinator will also tell you when it is time to refill your prescription.

Certain Specialty Drugs are only available from the Specialty Pharmacy and you will not be able to get them at a Retail Pharmacy or through the Home Delivery (Mail Order) Pharmacy.

You can get the list of covered Specialty Drugs by calling pharmacy member services at the phone number on the back of your Health Benefit ID Card or check our website at www.anthem.com.

Home Delivery Pharmacy

The PBM also has a Home Delivery Pharmacy which lets you get certain Drugs by mail if you take them on a regular basis. You will need to contact the PBM to sign up when you first use the service. You can mail written prescriptions from your Doctor or have your Doctor send the prescription to the Home Delivery Pharmacy. Your Doctor may also call the Home Delivery Pharmacy. You will need to send in any Copayments, Deductible, or Coinsurance amounts that apply when you ask for a prescription or refill.
Out-of-Network Pharmacy

You must get covered Prescription Drugs and supplies from an In-Network Pharmacy, if you don’t they will not be covered except as otherwise specified on the Summary of Benefits.

If the Schedule of Benefits lists copayment or coinsurance amounts in the Out-of-Network column, you may also use a Pharmacy that is not in Our network. You will be charged the full retail price of the Drug and you will have to send your claim for the Drug to Us. (Out-of-Network Pharmacies won’t file the claim for you.) You can get a claims form from Us or the PBM. You must fill in the top section of the form and ask the Out-of-Network Pharmacy to fill in the bottom section. If the bottom section of this form cannot be filled out by the pharmacist, you must attach a detailed receipt to the claim form. The receipt must show:

- Name and address of the Out-of-Network Pharmacy.
- Patient’s name.
- Prescription number.
- Date the prescription was filled.
- Name of the Drug.
- Cost of the Drug.
- Quantity (amount) of each covered Drug or refill dispensed.

You must pay the amount shown in the Schedule of Benefits. This is based on the Maximum Allowed Amount as determined by Our normal or average contracted rate with network pharmacies on or near the date of service.

What You Pay for Prescription Drugs

Your share of the cost for Prescription Drugs may vary based on the tier the Drug is in.

- Tier 1 Drugs have the lowest Coinsurance or Copayment. This tier contains low cost and preferred Drugs that may be Generic, single source Brand Drugs, Biosimilars, Interchangeable Biologic Products, or multi-source Brand Drugs.
- Tier 2 Drugs have a higher Coinsurance or Copayment than those in Tier 1. This tier may contain preferred Drugs that may be Generic, single source Brand Drugs, Biosimilars, Interchangeable Biologic Products or multi-source Brand Drugs.
- Tier 3 Drugs have a higher Coinsurance or Copayment than those in Tier 2. This tier may contain higher cost, preferred, and non-preferred Drugs that may be Generic, single source Brand Drugs, Biosimilars, Interchangeable Biologic Products or multi-source Brand Drugs.
- Tier 4 Drugs have a higher Coinsurance or Copayment than those in Tier 3. This tier may contain higher cost, preferred, and non-preferred Drugs that may be Generic, single source Brand Drugs, Biosimilars, Interchangeable Biologic Products or multi-source Brand Drugs.

We assign drugs to tiers based on clinical findings from the Pharmacy and Therapeutics (P&T) Process. We retain the right, at our discretion, to decide coverage for doses and administration (i.e., oral, injection, topical, or inhaled). We may cover one form of administration instead of another, or put other forms of administration in a different tier.

Prescription Drugs will always be dispensed as ordered by your Doctor and by applicable state pharmacy regulations. You may ask for, or your Doctor may order, the Brand Name Drug. However, if a Generic Drug is available, you will have to pay the difference in the cost between the Generic Drug and Brand Name Drug, as well as your Tier 1/Generic Copayment/Coinsurance.

Prescription Drug List

We also have an Anthem Prescription Drug list, (a formulary), which is a list of FDA-approved Drugs that have been reviewed and recommended for use based on their quality and cost effectiveness. Benefits may not be covered for certain Drugs if they are not on the Prescription Drug list.

The Drug List is developed by us based upon clinical findings, and where proper, the cost of the Drug relative to other Drugs in its therapeutic class or used to treat the same or similar condition. It is also based on the availability of over the counter medicines, Generic Drugs, the use of one Drug over another by our Members, and where proper, certain clinical economic reasons.
We retain the right, at our discretion, to decide coverage for doses and administration methods (i.e., oral, injection, topical, or inhaled) and may cover one form of administration instead of another as Medically Necessary.

You may request a copy of the covered Prescription Drug list by calling the Pharmacy member services telephone number on the back of your Health Benefit ID Card or visiting our website at www.anthem.com. The covered Prescription Drug list is subject to periodic review and amendment. Inclusion of a Drug or related item on the covered Prescription Drug list is not a guarantee of coverage.

**Exception Request for a Drug not on the Prescription Drug List**

If you, your designee or your Doctor believes you need a Prescription Drug that is not on the Prescription Drug List, please have your Doctor or pharmacist get in touch with us. We will cover the other Prescription Drug through a special exception process, but only if we agree that it is Medically Necessary and appropriate over the other Drugs that are on the List. We will make a coverage decision within 72 hours of receiving your request, unless a shorter timeframe is required by applicable law. If we approve the coverage of the Drug, coverage of the Drug will be provided for the duration of your prescription, including refills. If we deny coverage of the Drug, you have the right to appeal, including the right to request independent external review, as explained in the “Appeals and Complaints” section of this Booklet.

You, your designee or your Doctor may also submit a request for a Prescription Drug that is not on the Prescription Drug List based on exigent circumstances. Exigent circumstances exist if you are suffering from a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or if you are undergoing a current course of treatment using a drug not covered by the Plan. We will make a coverage decision within 24 hours of receiving your request. If we approve the coverage of the Drug, coverage of the Drug will be provided for the duration of the exigency. If we deny coverage of the Drug, you have the right to appeal, including the right to request independent external review, as explained in the “Appeals and Complaints” section of this Booklet.

Coverage of a Drug approved as a result of your request or your Doctor’s request for an exception will only be provided if you are a Member enrolled under the Plan. For additional information about the exception processes for Drugs not included on your Plan’s Prescription Drug List, please call the Pharmacy member services telephone number on the back of your Health Benefit ID Card.

**Additional Features of Your Prescription Drug Pharmacy Benefit**

**Day Supply and Refill Limits**

Certain day supply limits apply to Prescription Drugs as listed in the Schedule of Benefits. In most cases, you must use a certain amount of your prescription before it can be refilled. In some cases We may let you get an early refill. For example, We may let you refill your prescription early if it is decided that you need a larger dose. Early refills may also be available for Prescription Eye Drops. In addition one additional bottle may be available for Prescription Eye Drops, if the bottle is requested at the time of the original prescription is filled, and is needed for use by a day care center or school. Prescription Eye Drops means a liquid prescription drug which is applied directly to the eye from a bottle or by means of a dropper, or as defined by Colorado law. We will work with the Pharmacy to decide when this should happen.

If you are going on vacation and you need more than the day supply allowed, you should ask your pharmacist to call Our PBM and ask for an override for one early refill. If you need more than one early refill, please call pharmacy member services at the number on the back of your Health Benefit ID Card.

**Half-Tablet Program**

The Half-Tablet Program lets you pay a reduced Copayment on selected “once daily dosage” Drugs on Our approved list. The program lets you get a 30-day supply (15 tablets) of the higher strength Drug when the Doctor tells you to take a “½ tablet daily.” The Half-Tablet Program is strictly voluntary and you should talk to your Doctor about the choice when it is available. To get a list of the Drugs in the program call the number on the back of your Health Benefit ID Card.

**Therapeutic Substitution**

Therapeutic substitution is an optional program that tells you and your Doctors about alternatives to certain prescribed Drugs. We may contact you and your Doctor to make you aware of these choices. Only you and your Doctor can determine if the therapeutic substitute is right for you. For questions or issues about therapeutic Drug substitutes, call pharmacy member services at the phone number on the back of your Health Benefit ID Card.

**Special Programs**

Except when prohibited by federal regulations (such as HSA rules), from time to time We may offer programs to support the use of more cost-effective or clinically effective Prescription Drugs including Generic Drugs, Home Delivery Drugs, over
the counter Drugs or preferred products. Such programs may reduce or waive Copayments or Coinsurance for a limited time. We may stop a program at any time. If you are participating in a program that We have stopped We will give you at least a 30-day advance written notice of the discontinuance.

Clinical Trials

Benefits include coverage for services, such as routine patient care costs, 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:
  - The National Institutes of Health.
  - The Centers for Disease Control and Prevention.
  - The Agency for Health Care Research and Quality.
  - The Centers for Medicare & Medicaid Services.
  - 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.
  - A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - 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.

Routine patient care costs include items, services, and drugs provided to you in connection with an approved clinical trial that would otherwise be covered by this plan.

All requests for clinical trials services, including requests that are not part of approved clinical trials will be reviewed according to Our Clinical Coverage Guidelines, related policies and procedures.

We are not required to provide benefits for the following services. We reserve Our right to exclude any of the following services:

- The Investigational item, device, or service.
- 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.
- 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.
LIMITATIONS/EXCLUSIONS (What is Not Covered and Pre-Existing Conditions)

This section talks about the items that are not covered. The items here are not Covered Services under this Booklet, unless otherwise stated in this Booklet or required by law. Coverage for benefits shall meet or exceed those required by law. The list of exclusions is not a complete list of all services, supplies, conditions or situations that are not Covered Services. Just because a service is not mentioned below does not mean it will be covered. It is important to know that in the Benefits/Coverage (What is Covered) section and in other parts of the Booklet there are limits, conditions, and exclusions which apply, even if not mentioned below. The list below is meant as an aid to show common items which are not covered. This paragraph does not create any additional obligations whatsoever on Our part or Colorado State University’s part other than those obligations created under other provisions of the Booklet.

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

1. That We find 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 Emergency Care and Urgent Care under the Benefits/Coverage (What is Covered) section of this Booklet.

2. Received from someone or an entity that is not a Provider, as defined in this Booklet.

3. That are Experimental or Investigational or related to such, whether incurred before, in connection with, or subsequent to the Experimental or Investigational service or supply, as determined by Us.

4. That could be paid as benefits through any governmental unit (except Medicaid), unless otherwise required by law. The payment of benefits under this Booklet will be coordinated with such governmental units as required by state and/or federal laws.

5. For which benefits are payable by Medicare Part A and/or Part B, or would have been payable if you had applied for Parts A and/or B, unless otherwise stated in this Booklet or prohibited by federal law. If you do not enroll in Medicare Part B, We will calculate benefits as if you had enrolled. You should sign up for Medicare Part B as soon as possible to avoid large out-of-pocket costs. See “Medicare” under the “General Policy Provisions” section of this Booklet

6. In excess of the Maximum Allowed Amount unless otherwise stated in this Booklet.

7. Incurred before your Effective Date.

8. Incurred after the end date of this coverage unless otherwise stated in this Booklet.

9. For any procedures, services, equipment or supplies provided in connection with Cosmetic Services. Cosmetic Services have the intent to preserve, change or improve your appearance. There is no coverage for Surgery or treatments to change the texture or appearance of your skin. There is no coverage 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 specifically required by law.

10. For services done to maintain or preserve the present level of function or prevent regression of function for a condition that is resolved or stable.

11. For Dental Services. Excluded dental services 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 dental prosthesis and any treatment for teeth, gums, tooth or upper or lower jaw augmentation or reduction (orthognathic Surgery), extraction of impacted wisdom tooth), restoration and replacement of teeth, and services to improve dental clinical outcomes. This exclusion does not apply to services which We are required by law to cover; services to prepare the mouth for radiation therapy to treat head and/or neck cancer; and services specified as covered in this Booklet.

12. Weight loss programs, whether or not they are under a medical or Doctor's care, unless otherwise stated in this Booklet. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight loss) and fasting programs.

13. Services provided by an Emergency Care Provider for conditions that do not meet the definition of Emergency. This includes, but is not limited to, suture removal in an emergency room. For non-Emergency care please use the closest network Urgent Care Center or your Doctor.

14. For research studies or screening exams, unless otherwise stated in this Booklet.

15. For stand-by charges of a Doctor.

16. Shots for travel. This exclusion may be waived for the employee in traveling abroad for work related purposes, but will apply to dependents even if they are traveling with the employee.
17. Routine physical exams and immunizations required for enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, which are not required by law under the “Preventive Care” services.

18. For private duty nursing services, except when provided through the Home Health Services or Hospice Care services under the Benefits/Coverage (What is Covered) section of this Booklet.

19. Related to male or female sexual or erectile dysfunction or inadequacies, no matter what origin or cause. This includes all procedures, and equipment developed for or used in the treatment of impotency.

20. Nutritional and/or dietary supplements, unless otherwise stated in this Booklet or as required by law. This exclusion includes those nutritional formulas and dietary supplements that can be bought over the counter, which by law do not require either a written Prescription Drug or dispensing by a licensed pharmacist.

21. For complications arising from non-Covered Services and supplies.

22. Services not specifically listed in this Plan as Covered Services.

23. For services or supplies for Intractable Pain and/or Chronic Pain.

24. Services that are more than the Benefit Period maximum payments as listed in the Booklet or Schedule of Benefits even if you have satisfied the Out-of-Pocket Annual Maximum.

25. Breast reduction Surgery (reduction mammoplasty) or services related to it, except as required by law.

26. For any condition, disease, defect, ailment or injury arising out of and in the course of employment, except for officers of the company who have opted out of workers’ compensation before the illness or injury. This exclusion applies even if some or all benefits in whole or in part under any Workers’ Compensation Act or other similar law are not paid. This 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 stated in General Policy Provisions section of this Booklet.

27. For anything 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.

28. For a condition resulting from a riot, civil disobedience, nuclear explosion or nuclear accident.

29. For testing or care that has been ordered by a court unless Medically Necessary and precertified/preauthorized by Us.

30. For which you have no legal obligation to pay in the absence of this or like coverage.

31. That you get from a dental or medical department run by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group.

32. Prescribed, ordered or referred by, or received from, a member of your immediate family (parent, child, spouse, sister, brother or self).

33. For filling out claim forms or charges for medical records or reports, unless otherwise required by law.

34. For missed or canceled appointments.

35. For mileage or other travel costs, except if We approve it.

36. For Custodial Care, or domiciliary or convalescent care, whether or not recommended or performed by a professional.

37. For foot care to improve comfort or appearance. This includes, but not limited to, care for flat feet, subluxations, corns, bunions (except capsular and bone Surgery), calluses and toenails.

38. For marital counseling or personal growth.

39. For eyeglasses, contact lenses or their fitting, vision therapy or routine vision exams, unless otherwise stated in this Booklet.

40. For services or supplies mainly for educational, vocational, or training purposes, unless otherwise stated in this Booklet.

41. Services to reverse voluntarily induced sterility or for the treatment of infertility.

42. 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).
43. For services (including speech therapy) for dysfunctions that are self-correcting. This includes language therapy for young children with natural dysfluency or developmental articulation errors that are self-correcting. It also includes learning and behavior problems, hyperkinetic syndromes or mental retardation (except for Prescription Drugs for treatment of these conditions if Prescription Drugs are covered).

44. For personal hygiene services, self-help devices that are not medical in nature, or services and supplies for comfort and ease.

45. For care related to radial keratotomy or keratomileusis or excimer laser photo refractive keratectomy.

46. Health club memberships, exercise equipment, charges from a fitness or personal trainer, or any other charges for physical fitness, even if ordered by a Doctor. This also applies to health spas.

47. For self-help training and other forms of self-care that are not medical in nature, unless otherwise stated in this Booklet.

48. For hair loss treatment, even if the hair loss is caused by a medical condition, except for alopecia areata or as otherwise stated in this Booklet.

49. For peripheral bone density scans.

50. For storage or other administrative costs, except when provided as part of the Inpatient Services and Human Organ and Tissue Transplant Services under the Benefits/Coverage (What is Covered) section of this Booklet.

51. For medical, surgical services and appliances related to temporomandibular joint (TMJ) therapy regardless of Medical Necessity.

52. For the cost of donor sperm or donor eggs, storage costs for sperm or frozen embryos, or tests to see if a procedure to promote fertility or pregnancy is effective.

53. Provided or billed by a school, halfway house, or outward bound program, even if psychotherapy is included.

54. For rolfing therapy, myotherapy or prolotherapy.

55. Ambulance services when another type of transportation can be used without endangering your health. Ambulance services for your convenience or the convenience of your family or Doctor. Other non-covered Ambulance services include, but are not limited to, trips to Doctor’s office, clinic, morgue or funeral home.

56. For Foot Orthotics, orthopedic shoes and arch supports (except if you are diagnosed with diabetes).

57. 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 stated in this Booklet.

58. For items most often stocked in the home for general use like Band-Aids, thermometers and petroleum jelly.

59. 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.

60. For any services or supplies provided to a person not covered under the Booklet in connection with a surrogate pregnancy. This includes, but not limited to, the bearing of a child by another woman for a couple who cannot have a child.

61. Services received from Out-of-Network Providers for the following: acupuncture/nerve pathway therapy, chiropractic therapy, massage therapy, nutritional therapy, durable medical equipment and supplies (including oxygen and diabetic supplies and equipment), home health services, and human organ and tissue transplants, except as provided in the Schedule of Benefits, under the law, or otherwise identified in this Booklet.

62. Language training for delays in education, psychology or in speech.

63. Hobbies, arts and crafts that are a diversion, for recreation, or vocational in nature.

64. Cardiac Rehab home programs, which also includes on-going care.

65. Related to alternative or complementary medicine, except as otherwise described in the Schedule of Benefits or this Booklet. Services in this category include, but are not limited to, holistic medicine, homeopathy, hypnosis, aroma therapy, reiki therapy, herbal, vitamin or dietary products or therapies, naturopathy, thermography, orthomolecular therapy, contact reflex analysis, bioenergial synchronization technique (BEST), biofeedback, chelating agents (except for treatment of heavy metal poisoning) and iridology.

66. For massage therapy except as otherwise described in this Booklet.

67. For acupuncture/nerve pathway therapy except as otherwise described in this Booklet.
68. For fax communications between a Provider and Member for Telemedicine.

69. For any of the following if done in connection with online visit services, such as reporting normal lab or other test results, office appointment requests, billing, insurance or payment questions, requests for referrals to Doctors outside the online care panel, benefit Precertification/Prior Authorization, and Doctor to Doctor consultation.

70. Providers that are not licensed by law to provide Covered Services, as defined in the Booklet.

71. For any service that you are responsible under the terms of this Booklet to pay a Copayment, Deductible or Coinsurance, and the Copayment, Deductible or Coinsurance is waived by an Out-of-Network Provider.

72. Supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is Medically Necessary in your situation. Reimbursement will be based on the Maximum Allowable Amount for a standard item that is a Covered Service, serves the same purpose, and is Medically Necessary. Any expense that exceeds the Maximum Allowable Amount for the standard item which is a Covered Service is your responsibility.

73. For gene therapy as well as any Drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

74. Residential accommodations to treat medical or behavioral health conditions, except when provided in a Hospital, Hospice, Skilled Nursing Facility, or Residential Treatment Center. This exclusion includes procedures, equipment, services, supplies or charges for the following:
   - Domiciliary care provided in a residential institution, treatment center, halfway house, or school because a Member’s own home arrangements are not available or are unsuitable, and consisting chiefly of room and board, even if therapy is included.
   - Care provided or billed by a hotel, health resort, convalescent home, rest home, nursing home or other extended care facility home for the aged, infirmary, school infirmary, institution providing education in special environments, supervised living or halfway house, or any similar facility or institution.
   - Services or care provided or billed by a school, Custodial Care center for the developmentally disabled, or outward bound programs, even if psychotherapy is included.

75. Aids for non-verbal communication which include but are not limited to, devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophageal voice devices approved by Us.

76. Acupressure to help alleviate pain, treat illness or promote health by putting pressure to one or more areas of the body, except as specifically listed as a Covered Service.

77. Autopsies and post-mortem testing.

78. Any investigational drugs or devices, non-health services required for you to receive the treatment, the costs of managing the research, or costs that would not be a Covered Service under this coverage for non-Investigational treatments.

79. Charges associated with the cryopreservation of eggs, embryos, or sperm, including collection, storage, and thawing.

80. Dental devices for snoring including oral appliances for snoring.

81. Any treatment, device, drug, service or supply (including surgical procedures, devices to stimulate growth and growth hormones), solely to increase or decrease height or alter the rate of growth.
82. Home Health Services given by registered nurses and other health workers who are not employees of or working under an approved arrangement with a Home Health Care Agency. Home Health Services for food, housing, homemaker services and home delivered meals.

83. Services rendered by Hospital resident Doctors or interns that are billed separately. This includes separately billed charges for services rendered by employees of Hospitals, labs or other institutions, and charges included in other duplicate billings.

84. Medical and surgical treatment or prescription drugs for the treatment of excessive sweating (hyperhidrosis).

85. Disposable supplies for use in the home such as bandages, gauze, tape, antiseptics, dressings, ace-type bandages, and any other supplies, dressings, appliances or devices that are not specifically listed as covered in the "Benefits/Coverage (What is Covered)" section.

86. Consumer wearable / personal mobile devices (such as a smart phone, smart watch, or other personal tracking devices), including any software or applications.

87. Temporomandibular joint treatment for fixed or removable appliances which move or reposition the teeth, fillings, or prosthetics (implants, crowns, bridges, dentures).

88. Wilderness or other outdoor camps and/or programs.

89. For Experimental/Investigational services non-health services required for a member to receive medical treatment.

90. For Experimental/Investigational services, costs that would not be covered if the service was not investigational.

**Human Organ and Tissue Transplant Services:**

1. *Human Organ and Tissue Transplant Services* that are not done by an In-Network transplant Provider for the organ or tissue being transplanted.

2. If you are not a suitable candidate as determined by the In-Network transplant Provider to provide *Human Organ and Tissue Transplant Services*.

3. Benefits for services for donor searches or tissue matching, or personal living costs related to donor searches or tissue matching, for the recipient or donor, or for their family members or friends except as covered.

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 *Benefits/Coverage (What is Covered)* section in this 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 costs related but not limited to the following:
   - Alcohol, tobacco, other non-food items.
   - Meals.
   - Child care.
   - Mileage within the medical transplant Facility city.
   - Rental car, buses, taxis, or shuttle services, except those that We approve.
   - 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.
   - Phone calls.
   - Laundry.
   - Postage.
- Entertainment.
- Interim visits to a medical care facility while waiting for the actual transplant procedure.
- Travel costs for donor companion/caregiver.
- Return visits for the donor for a treatment of an illness found during the evaluation.

**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 Prescription Drugs, unless otherwise specified in this Booklet.
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 new FDA approved drug product or technology (including but not limited to medications, medical supplies, or devices) available in the marketplace for dispensing by the appropriate source for the product or technology, including but not limited to Pharmacies, for the first six months after the product or technology received FDA new drug approval or other applicable FDA approval. We may at Our sole discretion, waive this exclusion in whole or in part for a specific new FDA approved drug product or technology.
8. Any medications used to treat infertility.
9. Delivery charges for prescriptions.
10. Charges for the administration of any drug unless dispensed in the Doctor’s office or through home health care.
11. Drugs which are provided as samples to the Provider.
12. Antibacterial soap/detergent, toothpaste/gel, shampoo, or mouthwash/rinse.
13. Hypodermic needles, syringes, or similar devices, except when used for administration of a covered drug when prescribed in accordance with the terms of the Benefits/Coverage (What is Covered) section.
14. Therapeutic devices or appliances, including support garments and other nonmedicinal supplies (regardless of intended use).
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 the law, but not federal law) except for injectable insulin, or where applicable law requires coverage of the drug.
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. 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.
23. Home Delivery Pharmacy medications received from an Out-of-Network mail order service.
24. When benefits are provided for Prescription Drugs under the Retail Pharmacy/Home Delivery Pharmacy Prescription Drugs section, they will not also be provided under the Prescription Drugs Administered by a Professional Provider section.

25. When benefits are provided for Prescription Drugs under the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” section, they will not also be provided under the “Prescription Drugs Administered by a Medical Provider” section.

26. Any Drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

27. For gene therapy as well as any Drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material. Charges for services not described in your medical records.

28. Drugs not on the Anthem Prescription Drug List (a formulary). You can get a copy of the list by calling Us or visiting our website at www.anthem.com.

29. Drugs given to you or prescribed in a way that is against approved medical and professional standards of practice.

30. Drugs which are over any quantity or age limits set by the Plan or Us.

31. Prescription Drugs prescribed by a Provider that does not have the necessary qualifications, registrations, and/or certifications, as determined by Us.

32. Prescribed, ordered or referred by, or received from, a member of your immediate family (parent, child, spouse, sister, brother or self).

33. Services We conclude are not Medically Necessary. This includes services that do not meet Our medical plan, clinical coverage, or benefit plan guidelines.

34. Nutritional and/or dietary supplements, unless otherwise stated in this Booklet or as required by law. This exclusion includes those nutritional formulas and dietary supplements that can be bought over the counter, which by law do not require either a written Prescription Drug or dispensing by a licensed pharmacist.

35. Drugs for Onychomycosis (toenail fungus) except when we allow it to treat Members who are immuno-compromised or diabetic.

36. Any Drug, Drug regimen, treatment, or supply that is furnished, ordered or prescribed by a Provider identified as an excluded individual or entity on the U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (OIG List), the General Services Administration System for Award Management (GSA List), State Medicaid exclusion lists or other exclusion/sanctioned lists as published by Federal or State regulatory agencies.

37. 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. “Clinically equivalent” means Drugs that for most Members, will give you similar results for a disease or condition. If you have questions about whether a certain Drug is covered and which Drugs fall into this group, please call the number on the back of your Health Benefit ID Card, or visit our website at www.anthem.com.

38. Compound Drugs unless all of the ingredients are FDA-approved and require a prescription to dispense, and the compound medication is not essentially the same as an FDA-approved product from a drug manufacturer. Exceptions to non-FDA approved compound ingredients may include multi-source, non-proprietary vehicles and/or pharmaceutical adjuvants.

**Chiropractic Therapy**

1. Services for preventive, maintenance or well care.

2. Drugs, vitamins, nutritional supplements or herbs.

3. Vocational, stroke, or long-term rehab unless otherwise stated in this Booklet.

4. Hypnotherapy, behavior training, sleep therapy, or biofeedback.

5. Rental or purchase of durable medical equipment unless otherwise stated in this Booklet.

6. Treatment for weight control.

7. Lab services.

8. Thermography, hair analysis, heavy metal screening of mineral studies.
9. *Inpatient Services.*

10. Manipulation under Anesthesia.

11. Treatment of non-neuromusculoskeletal disorders.

12. Advance diagnostic services such as MRI, CT, EMG, SEMG, and NCV.

**Pre-existing Conditions**

Not applicable, plan does not impose limitation period for pre-existing conditions.
MEMBER PAYMENT RESPONSIBILITY

Cost Sharing Requirements

Cost Sharing is how We share the cost of health care services with you. It means what We are responsible for paying and what you are responsible for paying. You meet your Cost Sharing requirements through your payment of Copayments, Deductibles and Coinsurance (as described below). How much you have to pay depends on the choices you make of Providers. For example, if you choose to use a participating Provider or participating facility, your out-of-pocket costs may be less than if you choose a non-participating Provider or non-participating facility. Your Cost Sharing requirements are based on the Maximum Allowed Amount.

We work with Doctors, Hospitals, pharmacies and other health care Providers to control health care costs. As part of this effort, most Providers who contract with Us agree to control costs by giving discounts to Us. Most other insurers maintain similar arrangements with Providers.

In their contracts, In-Network Providers agree to accept Our Maximum Allowed Amount as payment in full for Covered Services. We determine a Maximum Allowed Amount for all procedures performed by Providers.

The contracts between Us and Our In-Network Providers include a hold harmless clause which provides that you cannot be responsible to the Provider for claims owed by Us for health care services covered under this Booklet. Non-Participating Providers do not have that rule. They can charge or balance bill you for any amount of their bill which We do not pay. This balance billing cost can be large, and is on top of, and does not count toward, your Cost Sharing obligation.

Maximum Allowed Amount

This section describes how We determine what We, on behalf of the Colorado State University, pay for Covered Services. Reimbursement of Covered Services given to you by a participating and non-Participating Provider 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 this Booklet and are not excluded.
- that are Medically Necessary.
- that are provided with all applicable Precertification/Prior Authorization, utilization management or other requirements in this Booklet.

You will be required to pay a portion of the Maximum Allowed Amount if you have not yet met your Deductible or have a Copayment or Coinsurance. In addition, when you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be large.

When you receive Covered Services from a 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 receive 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 happens, 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 Doctor or other Provider, We may reduce the Maximum Allowed Amounts for those secondary and later procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for parts of the primary procedure that may be considered incidental or inclusive.

Provider Network Status

The Maximum Allowed Amount may vary depending upon whether the Provider is participating or non-participating.

A Participating Provider is a Provider who is in the Provider network for this specific health benefits plan. For Covered Services performed by a Participating Provider, the Maximum Allowed Amount for this plan is the rate the Provider has agreed with Us to accept as reimbursement for the Covered Services. Because Participating Providers have agreed to accept the Maximum Allowed Amount as payment in full for those Covered Services, they should not send you a bill or
collect for amounts above the Maximum Allowed Amount. However, you may receive a bill or be asked to pay all or a portion of the Maximum Allowed Amount if you have not yet met your Deductible or have a Copayment or Coinsurance. Please call Member Services for help in finding a Participating Provider or visit www.anthem.com.

Providers who have not entered into a PPO Provider contract with Us are non-Participating Providers and are not in any of Our networks subject to Blue Cross Blue Shield Association rules governing claims filed by certain ancillary providers.

For Covered Services you receive from a non-Participating Provider, the Maximum Allowed Amount for this plan will be one of the following as determined by Us:

1. An amount based on Our non-Participating Provider fee schedule/rate, which We have established at Our discretion, and which We may modify from time-to-time, after considering one or more of the following: reimbursement amounts accepted by like/similar Providers contracted with Us, reimbursement amounts paid by the Centers for Medicare and Medicaid Services (CMS) for the same services or supplies, and other industry cost, reimbursement and utilization data.

2. An amount based on reimbursement or cost information from the Centers for Medicare and Medicaid Services (CMS). When basing the Maximum Allowed Amount upon the level or method of reimbursement used by CMS, We will update such information, which is unadjusted for geographic locality, no less than annually.

3. An amount based on information provided by a third party vendor, which may reflect one or more of the following factors: (1) the complexity or severity of treatment; (2) level of skill and experience required for the treatment; or (3) comparable Providers’ fees and costs to deliver care.

4. An amount negotiated by Us or a third party vendor which has been agreed to by the Provider. This may include rates for services coordinated through Care Management.

5. An amount based on or derived from the total charges billed by the non-Participating Provider.

Providers who are not contracted for this product, but are contracted for other products with Us are also considered Out-of-Network. For this Booklet, the Maximum Allowed Amount for services from these Providers will be one of the five methods shown above unless the contract between Us and that Provider specifies a different amount.

For Covered Services rendered outside Our Service Area by Out-of-Network Providers, claims may be priced using the local Blue Cross Blue Shield plan’s Non-Participating Provider fee schedule/rate or the pricing arrangements required by applicable state or federal law. In certain situations, the Maximum Allowed Amount for out of area claims may be based on billed charges, the pricing We would use if the healthcare services has been obtained within Our Service Area, or a special negotiate price.

Unlike In-Network Providers, non-Participating Providers may send you a bill and collect for the amount of the Provider’s charge that exceeds Our Maximum Allowed Amount. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Provider charges. This balance billing amount can be large. Choosing an In-Network Provider will likely result in lower out of pocket costs to you. Please call Member Services for help in finding an In-Network Provider or visit Our website at www.anthem.com.

Member Services is also available to assist you in determining your plan’s Maximum Allowed Amount for a particular service from a non-Participating Provider. In order for Us to assist you, you will need to get from your Provider the specific procedure code(s) and diagnosis code(s) for the services they will give you. You will also need to know the Provider’s charges to calculate your out of pocket responsibility. Although Member Services can assist you with this pre-service information, the final Maximum Allowed Amount for your claim will be based on the actual claim submitted by the Provider.

For Prescription Drugs, the Maximum Allowed Amount is the amount determined by us using Prescription Drug cost information provided by the Pharmacy Benefits Manager (PBM).

Member Cost Share

For certain Covered Services, and depending on your health benefits plan, you may be required to pay a part of the Maximum Allowed Amount as your cost share amount. For example you would need to pay for your Deductible, Copayment, and/or Coinsurance.

Your cost share amount and out-of-pocket limits may vary depending on whether you receive services from a participating Provider or non-participating Provider. This means you may be required to pay higher cost share amounts or may have limits on your benefits when using non-participating Providers. Please see the Schedule of Benefits for your cost share amounts and limitations. You can also call Member Services to find out your health benefit coverage or cost share amounts which can vary by the type of Provider you use.

We will not pay for services that are not covered by this Booklet. You may be responsible for the total amount billed by your Provider for non-Covered Services. It doesn’t matter if the services are performed by a participating Provider or non-participating Provider. Non-Covered Services include services specifically excluded from coverage by the terms of this
Booklet and services received after benefits have been exhausted. Benefits may be exhausted by exceeding, for example, the lifetime maximum, benefit caps or day/visit limits.

Sometimes you may only be asked to pay the lower In-Network Cost Sharing amount when you use a non-participating Provider. For example, if you go to an In-Network/Participating Hospital or Provider Facility you may receive Covered Services from a non-participating Provider like a radiologist, anesthesiologist or pathologist. If you did not know that the Provider is not participating, and that Provider is employed by or contracted with a Participating Hospital or facility, you will pay the In-Network cost share amounts for those Covered Services. You will not have to pay more for the Covered Services than you would have had to pay if it had been received from a participating Provider.

We and/or our designated pharmacy benefits manager may receive discounts, rebates, or other funds from drug manufacturers, wholesalers, distributors, and/or similar vendors, which may be related to certain Prescription Drug purchases under this Booklet and which positively impact the cost effectiveness of Covered Services. These amounts are retained by Us. These amounts will not be applied to your Deductible, if any, or taken into account in determining your Copayment or Coinsurance.

Under certain events, if We pay the Provider amounts that are your responsibility, such as Deductibles, Copayments or Coinsurance, We may get those amounts back from you. You agree that We have the right to collect such amounts from you.

**Authorized Services**

In some cases, such as where there is no In-Network or Participating Provider available for the Covered Service, We may authorize the In-Network Cost Sharing amounts (Deductible, Copayment, and/or Coinsurance) to apply to a claim for a Covered Service you get from a non-Participating Provider. In such circumstance, you must contact Us in advance of getting the Covered Service. Please contact Member Services to request authorization.

**Claims Review**

We have processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. When you seek services from Out-of-Network Providers you could be balanced billed by the Out-of-Network Provider for those services that are determined to be not payable as a result of these review processes. A claim may also be determined to be not payable due to a Provider's failure to submit medical records with the claims that are under review in these processes.

**Deductible**

A Deductible is a set dollar amount for Covered Services that you must pay within your Benefit Period before We, on behalf of the Colorado State University, pay for Covered Services. The Deductible amount is listed in the Schedule of Benefits.

In addition to the medical Deductible, there may be a separate Deductible required for Prescription Drug Covered Services each Benefit Period. The Deductible amount is listed on the Schedule of Benefits.

Each Member must meet a separate Deductible. A new Deductible is required for each Benefit Period.

**Family Deductible** - The family Deductible is a combined Deductible. This means any combination of amounts paid by family Members toward Covered Services can be used to satisfy The family Deductible.

The family Deductible is also applicable for newborn and adopted children (and for all other family Members) for the first 31-day period following birth or adoption if the child is enrolled or not enrolled the 31-day period.

**Out-of-Pocket Annual Maximum**

You must first meet your annual Deductibles, if applicable. After the Deductible is met you pay a percentage of charges for Covered Services as listed on the Schedule of Benefits. This percentage is called Coinsurance.

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 for the rest of your Benefit Period. In-Network and Out-of-Network Coinsurance amounts are separate and do not apply toward each other. You will always be responsible for the difference between Billed Charges and the Maximum Allowed Amount for non-participating Providers, even after reaching the Out-of-Pocket Annual Maximum for Out-of-Network services. The difference between Billed Charges and the Maximum Allowed Amount for non-participating Providers does not apply towards your Out-of-Pocket Annual Maximum.

The Out-of-Pocket Annual Maximum is designed to protect you from catastrophic health care costs. Deductible(s), Coinsurance and Copayments are included in the Out-of-Pocket Annual Maximum. Once you and/or your family have satisfied the Out-of-Pocket Annual Maximum, no additional Deductible, Coinsurance, or Copayments will be required for you and/or your family for the rest of the Benefit Period. The Out-of-Pocket Annual maximum is found on the Schedule of Benefits.
**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 benefit of days, visits or dollar amounts that We will allow during a Benefit Period. When the Deductible is applied to a Covered Service that has a maximum benefit of days or visits, the maximum benefits may be reduced by the amount applied to the Deductible, whether or not the Covered Service is paid by Us. These maximums apply even if you have satisfied the applicable Out-of-Pocket Annual Maximum. See the *Schedule of Benefits* for those services which have a Benefit Period Maximum.

If you leave this plan, and go on to a new plan with Us in the same Benefit Period, all covered benefits that have a Benefit Period maximum or lifetime maximum will be carried over to the new plan. For instance, if a benefit has a limit of one visit per Benefit Period and you received that benefit under the prior coverage, then you are not eligible under the new plan for the same benefit until the Benefit Period ends, as benefits have been exhausted for your Benefit Period.
CLAIMS PROCEDURE (How to File a Claim)

When a Participating Provider bills Us for Covered Services, We will pay the charges for the benefit directly to the Provider. You are responsible for giving the Participating Provider all the information needed for them to submit a claim. You pay a Deductible, Coinsurance or Copayment to the Provider when you get a Covered Service.

If a non-Participating Provider does not bill Us directly, you must file the claim. To get claim forms, call Our Member Services or print it from Our website at [www.anthem.com](http://www.anthem.com). 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 dollar. To find out the dollar 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 has detailed instructions on how to complete the form and what information is needed.

You authorize Us to make payments directly to Providers for Covered Services. In no event, however, shall Our right to make payments directly to a Provider be deemed to suggest that any Provider is a beneficiary with independent claims and appeal rights under this coverage. Where permitted by applicable law, We reserve the right to make payments directly to you as opposed to any Provider for Covered Service, at Our discretion. In the event that payment is made directly to you, you have the responsibility to apply this payment to the claim from the Out-of-Network Provider. Payments and notice regarding the receipt and/or adjudication of claims may also be sent to an Alternate Recipient (which is defined herein as any child of a Subscriber who is recognized under a “Qualified Medical Child Support Order” as having a right to enrollment under the Group’s Plan), or that person’s custodial parent or designated representative. Any payments made by Us (whether to any Provider for Covered Service or you) will discharge our obligation for Covered Services. You cannot assign your right to receive payment to anyone, except as required by a “Qualified Medical Child Support Order” as defined by, and if subject to, ERISA or any applicable Federal law.

Once a Provider performs a Covered Service, We will not honor a request for Us to withhold payment of the claims submitted.

The coverage, rights, and benefits are not assignable by any Member without Our written consent, except as provided above. This prohibition against assignment includes rights to receive payment, claim benefits under this coverage and/or law, sue or otherwise begin legal action, or request documents or any other information that a Participant or beneficiary may request under ERISA. Any assignment made without written consent will be void and unenforceable.

A separate claim form is required for each non-Participating Provider for which you are requesting payment.

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

Where and When to Send Claims - A claim must be filed within 15 months after the date of service. Any claims filed after this limit may be refused. But if you can show that it wasn’t possible to file within this time limit, and that you filed your claim promptly afterwards, then We will not consider the claim late.

Claims will be processed in the time frame required by any law for the prompt payment of claims which applies to this Booklet.

You should make copies of the bills for your own records and attach the original bills to the filled out claim form. Submit your bills and claim form to:

Anthem Claims  
P.O. Box 5747  
Denver, CO 80217-5747

If you die, any claims payable to you will be paid to your beneficiary or your estate. If the Provider is a Participating Provider, claim payments will be made to the Provider.

Right of Recovery and Adjustment - Whenever payment has been made in error, We will have the right to recover such payment from you or, if applicable, the Provider or otherwise make appropriate adjustment to claims. In most instances such recovery or adjustment activity shall be limited to the calendar year in which the error is discovered.

We have oversight responsibility for compliance with Provider and vendor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider or vendor resulting from these audits if the return of the overpayment is not feasible. Additionally, We have established recovery and adjustment policies to determine which recoveries and adjustments are to be pursued, when to incur costs and expenses and settle or compromise recovery or adjustment amounts. We will not pursue recoveries for overpayments or adjustments for underpayments if the cost of the activity exceeds the overpayment or underpayment amount.

Inter-Plan Arrangements  
Out-of-Area Services
Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called “Inter-Plan Arrangements.” These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever you access healthcare services outside the geographic area We serve (the “Anthem Service Area”), the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

When you receive care outside of the Anthem Service Area, you will receive it from one of two kinds of Providers. Most Providers (“Participating Providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some Providers (“Non-Participating Providers”) don’t contract with the Host Blue. We explain below how We, on behalf of the Plan Sponsor, pay both kinds of Providers.

Inter-Plan Arrangements Eligibility – Claim Types

Most claim types are eligible to be processed through Inter-Plan Arrangements, as described above. Examples of claims that are not included are Prescription Drugs that you obtain from a Pharmacy and most dental or vision benefits.

A. BlueCard® Program

Under the BlueCard® Program, when you receive Covered Services within the geographic area served by a Host Blue, We will still fulfill our contractual obligations. But, the Host Blue is responsible for: (a) contracting with its Providers; and (b) handling its interactions with those Providers.

When you receive Covered Services outside of the Anthem Service Area and the claim is processed through the BlueCard Program, the amount you pay is calculated based on the lower of:

- The billed charges for Covered Services.
- The negotiated price that the Host Blue makes available to Us.

Often, this “negotiated price” will be a simple discount that reflects an actual price that the Host Blue pays to the Provider. Sometimes, it is an estimated price that takes into account special arrangements with that Provider. Sometimes, such an arrangement may be an average price, based on a discount that results in expected average savings for services provided by similar types of Providers. Estimated and average pricing arrangements may also involve types of settlements, incentive payments and/or other credits or charges.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price We used for your claim because they will not be applied after a claim has already been paid.

B. Negotiated (non–BlueCard Program) Arrangements

With respect to one or more Host Blues, instead of using the BlueCard Program, We may process your claims for Covered Services through Negotiated Arrangements for National Accounts.

The amount you pay for Covered Services under this arrangement will be calculated based on the lower of either billed charges for Covered Services or the negotiated price (refer to the description of negotiated price under Section A. BlueCard Program) made available to Us by the Host Blue.

C. Special Cases: Value-Based Programs

BlueCard® Program

If you receive Covered Services under a Value-Based Program inside a Host Blue’s Service Area, you will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Us through average pricing or fee schedule adjustments. Additional information is available upon request.

Value-Based Programs: Negotiated (non–BlueCard Program) Arrangements

If We have entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the Plan Sponsor on your behalf, We will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted above for the BlueCard Program.

D. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

Federal or applicable laws or regulations may require a surcharge, tax or other fee. If applicable, We will include any such surcharge, tax or other fee as part of the claim charge passed on to you.

E. Non-Participating Providers Outside Our Service Area
1. Allowed Amounts and Member Liability Calculation

When Covered Services are provided outside of Our Service Area by Non-Participating Providers, We may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount you pay for such services as Deductible, Copayment or Coinsurance will be based on that allowed amount. Also, you may be responsible for the difference between the amount that the Non-Participating Provider bills and the payment We will make for the Covered Services as set forth in this paragraph. Federal or applicable law, as applicable, will govern payments for out-of-network Emergency services.

2. Exceptions

In certain situations, We may use other pricing methods, such as billed charges or the pricing We would use if the healthcare services had been obtained within the Anthem Service Area, or a special negotiated price to determine the amount We will pay for services provided by Non-Participating Providers. In these situations, you may be liable for the difference between the amount that the Non-Participating Provider bills and the payment We make for the Covered Services as set forth in this paragraph.

F. Blue Cross Blue Shield Global Core® Program

If you plan to travel outside the United States, call Member Services to find out your Blue Cross Blue Shield Global Core benefits. Benefits for services received outside of the United States may be different from services received in the United States. Remember to take an up to date Health Benefit ID card with you.

When you are traveling abroad and need medical care, you can call the Blue Cross Blue Shield Global Core Service Center any time. They are available 24 hours a day, seven days a week. The toll free number is 800-810-2583. Or you can call them collect at 804-673-1177.

If you need inpatient hospital care, you or someone on your behalf, should contact Us for precertification. Keep in mind, if you need Emergency medical care, go to the nearest hospital. There is no need to call before you receive care.

Please refer to the “How to Access Your Services and Obtain Approval of Benefits” section in this Booklet for further information. You can learn how to get precertification when you need to be admitted to the hospital for Emergency or non-emergency care.

How Claims are Paid with Blue Cross Blue Shield Global Core

In most cases, when you arrange inpatient hospital care with Blue Cross Blue Shield Global Core, claims will be filed for you. The only amounts that you may need to pay up front are any Copayment, Coinsurance or Deductible amounts that may apply.

You will typically need to pay for the following services up front:

- Doctors services.
- Inpatient hospital care not arranged through Blue Cross Blue Shield Global Core.
- Outpatient services.

You will need to file a claim form for any payments made up front.

When you need Blue Cross Blue Shield Global Core claim forms you can get international claims forms in the following ways:

- Call the Blue Cross Blue Shield Global Core Service Center at the numbers above.
- Online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).
- You will find the address for mailing the claim on the form.
GENERAL POLICY PROVISIONS

Care Coordination - We, on behalf of the Plan Sponsor, pay In-Network Providers in various ways to provide Covered Services to you. For example, sometimes We may pay In-Network Providers a separate amount for each Covered Service they provide. We may also pay them one amount for all Covered Services related to treatment of a medical condition. Other times, We may pay a periodic, fixed pre-determined amount to cover the costs of Covered Services. In addition, We may pay In-Network Providers financial incentives or other amounts to help improve quality of care and/or promote the delivery of health care services in a cost-efficient manner, or compensate In-Network Providers for coordination of Member care. In some instances, In-Network Providers may be required to make payment to Us because they did not meet certain standards. You do not share in any payments made by In-Network Providers to Us under these programs.

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 Booklet - If Colorado State University requests a change that reduces or eliminates coverage, such change must be requested in writing or signed by the University. The University will notify you of such change(s) to coverage. We or the University will later send or make available to you an amendment to this Booklet or a new Booklet.

No agent or employee of Ours may change this Booklet by giving information that is not correct or complete, or by contradicting the terms of this Booklet. Any such situation will not prevent Us from administering this Booklet in strict accordance with its terms. Oral or written statements do not replace the terms of this Booklet.

Confidentiality and Release of Information - Applicable state and federal law requires Anthem to undertake efforts to safeguard the member’s information.

For informational purposes only, please be advised that a statement describing Anthem’s policies and procedures regarding the protection, use and disclosure of the member's medical information is available on Anthem’s website and can be furnished to the member upon request by contacting the member service department.

Obligations that arise under state and federal law and policies and procedures relating to privacy that are referenced but not included in this Booklet are not part of the contact between the parties and do not give rise to contractual obligations.

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.

Decision Makers - In some cases, We will recognize others as surrogate decision-makers to make decisions related to your health insurance coverage as required by the law. We require documentation as required by law for this authorization or appointment.

Fraudulent Insurance Acts - It is against the law to knowingly provide false, incomplete or misleading facts or information to an insurance company for defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Insurance 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, Deductible and/or Coinsurance. This practice is usually illegal.
- Be wary of mobile health testing labs. Ask what the insurance company will be charged for the tests.
- Always review the Explanation of Benefits received from Us. If there are any discrepancies, call Our Member Services.
- Be very cautious about giving your health insurance coverage information over the phone.

If fraud is suspected, you should contact Our Member Services.

We reserve the right to recoup any benefit payments paid on your behalf, and/or rescinding your membership under this 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 Participating Providers. Doctors and other Providers are not Our agents or employees, and We and Our employees are not employees or agents of any of Our Participating Providers. We have no control over any diagnosis, treatment, care or other service given 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 connected with, any injuries you suffer while receiving care from any of Our Participating Providers by reason of neglect or otherwise.
We have an independent contractor relationship with Colorado State University. Colorado State University is not Our agent or employee, and We and Our employees are not employees or agents of the University.

We may subcontract particular services to organizations or entities that are experts in certain areas. This may include Prescription Drugs, Mental Health Condition and 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.

**Medical Policy and Technology Assessment** – We 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 Our 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.

**Member's Duty to Give Information and Cooperate** - You must give Us information We will need to decide if services are covered under this Booklet. We will also need information to carry out the other terms of this Booklet.

You agree to cooperate at all times, even when you are in a hospital. This is done by allowing Us to see your medical records to review claims and confirm information you gave in your enrollment application, change form, or health statement.

Members will be expected to complete and submit to us all such authorizations, consents, releases, assignments and other documents that may be needed in order to obtain or assure reimbursement under Medicare, Workers’ Compensation or any other governmental program. If you fail to cooperate you will be responsible for any charge for services.

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 end your coverage.

**Medicare** - Any benefits covered under both this Booklet and Medicare will be covered according to Medicare Secondary Payer legislation, regulations, and Centers for Medicare & Medicaid Services guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, Booklet provisions, and federal law.

Except when federal law require Us to be the primary payer, the benefits under this Booklet if you are age 65 and older, or Members otherwise eligible for Medicare, do not duplicate any benefit for which you are entitled under Medicare, including Part B. Where Medicare is the responsible payer, all sums payable by Medicare for services provided to you shall be reimbursed by or on your behalf to Us, to the extent We have made payment for such services. For the purposes of the calculation of benefits, if you have not enrolled in Medicare Part B, we will calculate benefits as if you had enrolled. **You should enroll in Medicare Part B as soon as possible to avoid potential liability.**

**Network Access Plan** - We strive to provide Provider networks that address your health care needs. The Network Access Plan 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. This document is also available on Our website.

**Non-Contestable** - This Booklet shall not be contested, except for nonpayment to Us for plan administration by Colorado State University, after it has been in force for two years from its date of issue. No statement made to effect coverage under the 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 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 given to the Member making the statement or to the beneficiary of any such Member.

**Notice of Privacy Practices** - We promise to protect the private 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 or contact Our Member Services.

**No Withholding of Coverage for Necessary Care** - We do not pay, reward or incent, financially or otherwise, Our associates for inappropriate restrictions of care. We do not promote or otherwise provide a reward to employees or Doctor reviewers for withholding benefit approval for Medically Necessary Covered Services to which you are entitled. Utilization Review and benefit coverage decision making is based on appropriate care and service and the terms of this Booklet.

We do not design, calculate, award or permit financial or other rewards based on the frequency of: denials of authorization for coverage; reductions or limitations on Hospital lengths of stay, medical services or charges; or calls or other contacts with you or your Provider.
Paragraph Headings - The headings used in this Booklet are for reference only and are not to be used by themselves for interpreting the terms of the Booklet.

Payment Innovation Programs - We, on behalf of Colorado State University, pay In-Network Providers through various types of contractual arrangements. Some of these arrangements – Payment Innovation Programs (Program(s)) – may include financial incentives to help improve quality of care and promote the delivery of health care services in a cost-efficient manner.

These programs may vary in methodology and subject area of focus and may be modified by Us from time-to-time, but they will be generally designed to tie a certain portion of an In-Network Provider’s total compensation to pre-defined quality, cost, efficiency or service standards or metrics. In some instances, In-Network Providers may be required to make payment to Us under the program as a consequence of failing to meet these pre-defined standards.

The programs are not intended to affect your access to health care. The program payments are not made as payment for specific Covered Services provided to you, but instead, are based on the In-Network Provider’s achievement of these pre-defined standards. You are not responsible for any Copayment or Coinsurance amounts related to payments made by Us or to Us under the program(s), and you do not share in any payments made by Network Providers to Us under the Program(s).

Physical Examinations and Autopsies - We have the right, 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.

Policies and Procedures - We are able to introduce new policies, procedures, rules and interpretations, as long as they are reasonable. Such changes are introduced to make the Plan more orderly and efficient. Members must follow and accept any new policies, procedures, rules, and interpretations.

Under the terms of the Group Contract, we have the authority, in our sole discretion, to introduce or terminate from time-to-time, pilot or test programs for disease management or wellness initiatives which may result in the payment of benefits not otherwise specified in this Booklet. We reserve the right to discontinue a pilot or test program at any time.

Program Incentives – We may offer incentives from time to time, at our discretion, in order to introduce you to covered programs and services available under this plan. The purpose of these incentives include, but is not limited to, making you aware of cost effective benefit options or services, helping you achieve your best health, and encouraging you to update member-related information. These incentives may be offered in various forms such as retailer coupons, gift cards, health related merchandise, and discounts on fees or Member cost shares. Acceptance of these incentives is voluntary as long as We offer the incentives program. We may discontinue an incentive for a particular covered program or service at any time. If you have any questions about whether receipt of an incentive or retailer coupon results in taxable income to you, We recommend that you consult your tax advisor.

Research Fees - We reserve the right to charge an administrative fee when a lot of research is necessary to reconstruct information that has already been given 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 Recovery and Adjustment - When payment has been made in error, We will have the right to recover such payment from you or the Provider, or otherwise make appropriate adjustment to claims. In most instances such recovery or adjustment activity shall be limited to the calendar year in which the error is discovered.

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.

Additionally, We have established recovery and adjustment policies to determine which recoveries and adjustments are to be pursued, when to incur costs and settle or compromise recovery and adjustment amounts. We will not pursue recoveries for overpayments or adjustments for underpayments if the cost of the activity exceeds the overpayment or underpayment amount.

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.
- Value-Added Programs - We may offer health or fitness related programs to our Members, through which you may access discounted rates from certain vendors for products and services available to the general public. Products and services available under this program are not Covered Services under your Plan but are in addition to Plan benefits. As
such, program features are not guaranteed under your health Plan Contract and could be discontinued at any time. We do not endorse any vendor, product or service associated with this program. Program vendors are solely responsible for the products and services you receive.

WORKERS’ COMPENSATION

The benefits under this Plan are not designed to duplicate benefits that you are eligible for under Workers’ Compensation Law. All money paid or owed by Workers’ Compensation for services provided to you shall be paid back by you, or on your behalf, to us if we have made or make payment for the services received. It is understood that coverage under this Plan does not replace or affect any Workers’ Compensation coverage requirements.

Services and supplies due to illness or injury related to your work are not a benefit under this Booklet, except for officers of the company who have opted out of workers’ compensation before the illness or injury. This exclusion from coverage applies to costs due from occupational accident or sickness covered under the following:

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

We will not pay benefits for services and supplies due to illness or injury related to your work even if other benefits are not paid because:

- You fail to file a claim within the filing period allowed by law.
- You get care that is not approved by workers’ compensation insurance.
- Colorado State University fails to carry the required workers’ compensation insurance. In this case, the University becomes liable for any of the illness or injury costs related to your work.
- You fail to follow any other terms of the Workers’ Compensation Act.

AUTOMOBILE INSURANCE PROVISIONS

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

A complying automobile insurance policy is an auto policy that meets the minimum standards approved by the appropriate state or federal legislation or regulation.

How We Coordinate Benefits with Auto Policies - Your benefits under this Booklet may be coordinated with the coverage’s afforded by an auto policy. After any primary coverage’s offered by the auto policy are exhausted, including without limitation any no-fault, personal injury protection, or medical payment coverages, We will pay benefits subject to the terms and conditions of this Booklet. If there is more than one auto 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 auto policy has paid all required benefits. We may require you to take a physical examination in disputed cases. If there is an auto policy in effect, and you waive or fail to assert your rights to such benefits, this plan will not pay those benefits that could be available under an auto policy.

We may require proof that the auto policy has paid all primary benefits before making any payments under this Booklet. On the other hand, We may but are not required to pay benefits under this Booklet, and later coordinate with or seek reimbursement under the auto policy. In all cases, upon payment, We are entitled to exercise Our rights under this Booklet and under applicable law against any and all potentially responsible parties or insurers. In that event, We may exercise the rights found in this section.

What Happens If You Do Not Have Another Policy - We will pay benefits if you are injured while you are riding in or driving a motor vehicle that you own if it is not covered by an auto policy.

Similarly if not covered by an auto policy, We will also pay benefits for your injuries if as a non-owner or driver, passenger or when walking you were in a motor vehicle accident. In that event, We may exercise the rights found in this section.

SUBROGATION AND REIMBURSEMENT

These provisions apply when the plan pays benefits as a result of injuries or illnesses you sustained and you have a right to a Recovery or have received a Recovery from any source. A Recovery includes, but is not limited to, monies received from any person or party, any person’s or party’s liability insurance, uninsured/underinsured motorist proceeds, worker’s compensation insurance or fund, no-fault insurance and/or automobile medical payments coverage, whether by lawsuit,
settlement or otherwise. Regardless of how you or your representative or any agreements characterize the money you receive as a Recovery, it shall be subject to these provisions.

Subrogation

The plan has the right to recover payments it makes on your behalf from any party responsible for compensating you for your illnesses or injuries. The following apply:

- The plan has first priority from any Recovery for the full amount of benefits it has paid regardless of whether you are fully compensated, and regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries.
- You and your legal representative must do whatever is necessary to enable the plan to exercise the plan's rights and do nothing to prejudice those rights.
- In the event that you or your legal representative fail to do whatever is necessary to enable the plan to exercise its subrogation rights, the plan shall be entitled to deduct the amount the plan paid from any future benefits under the plan.
- The plan has the right to take whatever legal action it sees fit against any person, party or entity to recover the benefits paid under the plan.
- To the extent that the total assets from which a Recovery is available are insufficient to satisfy in full the plan's subrogation claim and any claim held by you, the plan's subrogation claim shall be first satisfied before any part of a Recovery is applied to your claim, your attorney fees, other expenses or costs.
- The plan is not responsible for any attorney fees, attorney liens, other expenses or costs you incur. The "common fund" doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the plan.

Reimbursement

If you obtain a Recovery and the plan has not been repaid for the benefits the plan paid on your behalf, the plan shall have a right to be repaid from the Recovery in the amount of the benefits paid on your behalf and the following provisions will apply:

- You must promptly reimburse the plan from any Recovery to the extent of benefits the plan paid on your behalf regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries.
- Notwithstanding any allocation or designation of your Recovery (e.g., pain and suffering) made in a settlement agreement or court order, the plan shall have a right of full recovery, in first priority, against any Recovery. Further, the plan's rights will not be reduced due to your negligence.
- You and your legal representative must hold in trust for the plan the proceeds of the gross Recovery (i.e., the total amount of your Recovery before attorney fees, other expenses or costs) to be paid to the plan immediately upon your receipt of the Recovery. You and your legal representative acknowledge that the portion of the Recovery to which the plan's equitable lien applies is a plan asset.
- Any Recovery you obtain must not be dissipated or disbursed until such time as the plan has been repaid in accordance with these provisions.
- You must reimburse the plan, in first priority and without any set-off or reduction for attorney fees, other expenses or costs. The "common fund" doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the plan.
- If you fail to repay the plan, the plan shall be entitled to deduct any of the unsatisfied portion of the amount of benefits the plan has paid or the amount of your Recovery whichever is less, from any future benefit under the plan if:
  1. The amount the plan paid on your behalf is not repaid or otherwise recovered by the plan.
  2. You fail to cooperate.
- In the event that you fail to disclose the amount of your settlement to the plan, the plan shall be entitled to deduct the amount of the plan's lien from any future benefit under the plan.
- The plan shall also be entitled to recover any of the unsatisfied portion of the amount the plan has paid or the amount of your Recovery, whichever is less, directly from the Providers to whom the plan has made payments on your behalf. In such a circumstance, it may then be your obligation to pay the Provider the full billed amount, and the plan will not have any obligation to pay the Provider or reimburse you.
- The plan is entitled to reimbursement from any Recovery, in first priority, even if the Recovery does not fully satisfy the judgment, settlement or underlying claim for damages or fully compensate you or make you whole.
Your Duties

- You must notify the plan 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 and any other information requested by the plan.
- You must cooperate with the plan in the investigation, settlement and protection of the plan's rights. In the event that you or your legal representative fail to do whatever is necessary to enable the plan to exercise its subrogation or reimbursement rights, the plan shall be entitled to deduct the amount the plan paid from any future benefits under the plan.
- You must not do anything to prejudice the plan's rights.
- You must send the plan copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal injury or illness to you.
- You must promptly notify the plan if you retain an attorney or if a lawsuit is filed on your behalf.
- You must immediately notify the plan if a trial is commenced, if a settlement occurs or if potentially dispositive motions are filed in a case.

The plan administrator has sole discretion to interpret the terms of the Subrogation and Reimbursement provision of this plan in its entirety and reserves the right to make changes as it deems necessary.

If the covered person is a minor, any amount recovered by the minor, the minor's trustee, guardian, parent, or other representative, shall be subject to this provision. Likewise, if the covered person's relatives, heirs, and/or assignees make any Recovery because of injuries sustained by the covered person, that Recovery shall be subject to this provision.

The plan is entitled to recover its attorney's fees and costs incurred in enforcing this provision.

The plan shall be secondary in coverage to any medical payments provision, no-fault automobile insurance policy or personal injury protection policy regardless of any election made by you to the contrary. The plan shall also be secondary to any excess insurance policy, including, but not limited to, school and/or athletic policies.

Coordination of Benefits When Members Are Insured Under More Than One Plan

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 or dental insurance or health or dental care benefits coverage or blanket coverage, or where permitted by law, an individual insurance policy. 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.

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any plan covering the member. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging the member is not an allowable expense.

The following are not allowable expense:

1. The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the plans provides coverage for private hospital room expenses.
2. If the member is covered by two plans that calculate benefits or services on the basis of a reasonable and customary amount or relative value schedule reimbursement method or some other similar reimbursement method, any amount in excess of the higher of the reasonable and customary amounts.
3. If the member is covered by two plans that provide benefits or services on the basis of negotiated rates or fees, an amount in excess of the highest of the negotiated rates.
4. If the member is covered by one plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the primary plan’s payment arrangement shall be the allowable expense for all plans. However, if the provider has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan’s payment arrangement and if the provider’s contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits.
5. The amount of any benefit reduction by the primary plan because the member failed to comply with the Plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

4. If the member advises Anthem that all plans covering the member are high deductible health plans as defined by Section 223 of the Internal Revenue Code, and the member intends to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code, any amount that is subject to the primary high deductible health plan’s deductible.

**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.

The amount that is subject to the Primary high-deductible health plan’s deductible, if We have been advised by you that all Plans covering you are high-deductible health plans and you intend to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code of 1986.

**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 Benefit 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 us.

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.

**Duplicate Coverage on Dependent Children (when parents are not separated or divorced)** - If both coverages 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 subscriber's insurance or plan 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 for the child that insurance policy is primary. The insurance policy of the other parent is the secondary coverage.

The insurance policy or plan 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 benefits 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.

**Members with a Stand-Alone Dental Policy** - For Covered Services provided by an Oral and Maxillofacial Surgeon, the Plan will be secondary for when the Member is covered under a Stand-Alone Dental Policy. "Oral and Maxillofacial Surgeon" means a dentist who has been issued a specialist's license to practice oral and maxillofacial surgery pursuant to NRS 631.250 and who provides any of the services described in paragraph (c) of subsection 1 of NRS 631.215. "Stand-Alone Dental Policy" means any policy which only pays for or reimburses any part of the cost of dental care, as defined in NRS 695D.030, and is offered or issued separately from a policy of health insurance.

**How We Coordinate Benefits** - When we are the primary coverage, including if you have other coverage under an individual policy of insurance, we pay benefits under the terms of this Benefit Booklet. When we are the secondary coverage, we 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 Benefit 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 Subscriber is actively working for an employer who is providing the Subscriber’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 Subscriber 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 member 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 enrolled 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), we remain primary, if we were 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 primary 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 primary 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 Benefit Booklet will be reduced by the amount that such benefits would duplicate benefits payable under the primary coverage.

**Anthem's Rights to Receive and Release Necessary Information** – We may release to, or obtain, from any insurance company or other organization or person any information which we may need to carry out the terms of this Booklet. Members will furnish to us such information as may be necessary to carry out the terms of this Booklet.
**Payment of Benefits to Others** - Whenever payments that should have been made under this Benefit 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 Benefit Booklet, and with that payment we will fully satisfy our liability under this provision.

**Right of Overpayment Recovery** - If 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.
TERMINATION/NONRENEWAL/CONTINUATION

Active Policy Termination

Your coverage ends when one of the following happens:

• On the date the Master Contract or Administrative Services Agreement between Colorado State University and Us ends.
• On the Subscriber’s death.
• When the payment requirements to maintain coverage has not been fulfilled.
• When you or Colorado State University commits fraud or intentional misrepresentation of material fact.
• When you are no longer eligible under the terms of the Master Contract or Administrative Services Agreement.
• When Colorado State University Human Resources gives Us written notice that you are no longer eligible. Coverage will end on the date of the notice or at the end of the month of the qualifying event. We reserve the right to recoup any benefit payments made for dates of service after the termination date.
• When We receive a 31-day advance written notice to end coverage for any Member. Coverage will end at the end of the month following the notification period or at the end of the month of the qualifying event. We will credit Amounts paid to maintain coverage paid in advance unless We do not receive the cancellation request at least 31 days before the Effective Date of the cancellation.
• When We cease operations.

Dependent Coverage Termination

To remove a Dependent from coverage, you must send Us the required application 31 days before the Effective Date of the change. If We receive this after the requested Effective Date, the change will be effective on the date We are notified of the change. We reserve the right to recoup any benefit payments made after the termination date.

We will credit Amounts paid to maintain coverage paid in advance unless We do not get the required application within 31 days before the Effective Date of the change or if We have paid any claims on behalf of the cancelled Dependent in the period for which the credit would be owed to Colorado State University.

Coverage for a Dependent ends on the last day of the month immediately preceding the next monthly Amounts paid to maintain coverage due date following receipt of the request. It may also end when one of the following happens:

• At the end of the month when you notify Us in writing to cancel coverage for a Dependent.
• When the Dependent no longer qualifies as a Dependent. Such a Dependent has the right to seek COBRA coverage.
• On the date of a final divorce decree or legal separation for a spouse. Such a Dependent has the right to seek COBRA coverage.
• 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.
• At the end of the month when legal custody of a child placed for adoption ends.

Survivor Benefits - Coverage may be continued for surviving eligible individuals based on appointment type as outlined in the Colorado State University Summary Plan Description. Contact Colorado State University Human Resources for more information.

What We Will Pay for After Termination

Under the terms of this benefit booklet, Anthem will continue to pay an allowance for covered hospital and physician services directly related to and provided during the member’s inpatient stay for up to 12 months after the member’s coverage ends unless the Administrative Services Agreement with Colorado State University is terminated. Covered services for nervous or mental illness, alcoholism, or drug abuse in a hospital or alcoholism treatment center, however, are limited to a maximum benefit as outlined in the MEMBER BENEFITS section under Mental Health and Substance Abuse Care and Outpatient Therapies. In order to qualify for this benefit extension, the member must meet all three of these conditions:

• The member is an inpatient in a hospital, hospice, or alcoholism treatment center when coverage ends.
• The member inpatient stay remains uninterrupted.
• The member inpatient stay is medically necessary.
Benefits will cease upon any interruption of your inpatient stay or leave of absence from the facility, regardless of the date of discharge.

A transfer from one inpatient facility to another for continuous treatment is not considered to be an interruption of your inpatient stay, unless a period of one day or more elapses between the date of discharge from one facility and the date of admission to another.

Anthem will not pay for any services provided before the members coverage begins, or after the members coverage ends except under the conditions listed above.

Anthem is otherwise liable for payment of covered health care expenses provided only during the period in which coverage under this benefit booklet is in effect. Anthem shall have no liability for other expenses incurred either before the member’s coverage begins, after coverage under this benefit booklet is terminated, or following any amendments which may affect a change in benefit booklet benefits.

Anthem is not responsible for the administration, processing, or payment of any claim for services rendered after the date of termination of Anthem’s contract with Colorado State University, even if such services are otherwise covered under the benefit booklet.

- **Note:** All other provisions of the benefit booklet shall apply including applicable deductible and coinsurance requirements.

### Continuation of Coverage

#### Family and Medical Leave Act

When you take time off from work pursuant to the Family and Medical Leave Act, health insurance stays in force but you may be required to keep paying your share of the Amounts paid to maintain coverage. You may contact Colorado State University Human Resources for details.

#### COBRA Eligibility and Notification

**COBRA Eligibility** - Subscribers and their Dependent who lose eligibility with a group may keep coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). You should call Colorado State University Human Resources for more details. COBRA coverage can last for 18, 29 or 36 months. The length of time you can have depends on the qualifying event(s) and only if the federal rules are met.

COBRA coverage is available to employees and their Dependents for 18 months from the date of the following qualifying events:

- When an employee loses coverage due to a reduction in working hours, including layoffs and strikes.
- When an employee loses coverage due to the voluntary or involuntary termination of employment, including retirement and excluding gross misconduct.

COBRA coverage is available for employees and their Dependents for 29 months from the original qualifying event as described above in the following situation:

- When the Social Security Administration has determined that an employee or Dependent was disabled when coverage ended or within 60 days after the coverage ended, due to one of the qualifying events above, and the employee or Dependent is still disabled when the 18-month continuation period ends.

COBRA coverage is available to Dependents for 36 months from the date of the following qualifying events for:

- The surviving spouse and surviving children of a covered employee, when the covered employee dies.
- Spouse and Dependents of a covered employee, when the employee becomes eligible for Medicare in the 18 months before the qualifying event.
- Spouse and Dependent children of a covered employee, when the employee and the Spouse separate or divorce.
- Dependent children of the covered employee, when they lose status as Dependents.

COBRA coverage is available to children born or placed for adoption during the period of COBRA coverage for the remainder of either the 18-month or 36-month COBRA continuation period. The qualifying event that triggered the COBRA coverage will set the length of the continuation period for the newborn or adoptee.

**COBRA Notification** - a Subscriber, spouse, or Dependent child must tell Colorado State University Human Resources they want eligibility for COBRA coverage within 60 days of being eligible. Once the employer has given notice to the Subscriber, spouse and/or Dependent child of the right to get COBRA, We must get notice from them that you want COBRA coverage. We must also get payment of fees or Amounts paid to maintain coverages for you to get on COBRA.
You have 60 days from the receipt of the election notice or from the date the prior coverage would otherwise end, whichever is later, to tell the employer you want COBRA. To apply for COBRA, you must complete a COBRA Election Form. After choosing COBRA, you must pay the first fees or Amounts paid to maintain coverages due within 45 days. For more details, please call Colorado State University Human Resources.

**Termination of COBRA**

Your continuation coverage ends when the continuation period ends.

Continuation coverage may end before the continuation period ends if:

- The Master Contract or Administrative Services Agreement between Us and Colorado State University ends. If the University gets other group coverage, continuation coverage will continue under the new plan.
- You fail to pay Amounts paid to maintain coverage timely.
- Under COBRA coverage, you are covered by another group health plan unless the other coverage does not cover something that is covered by the COBRA coverage. In that case, the COBRA coverage lasts until the COBRA period ends or the other plan covers the excluded condition.
- The date the spouse remarries and becomes eligible for coverage under the new spouse’s group health plan.
- Under COBRA coverage, you get Medicare.
- Your COBRA coverage was extended to 29 months and you are determined under the Social Security Act to no longer be disabled.
- You tell Us in writing to cancel.

**Other Coverage Options Besides COBRA Continuation Coverage**

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse’s plan) through what is called a special enrollment period. Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).
APPEALS AND COMPLAINTS

We want your experience with Us to be as positive as possible. There may be times, however, when you have a complaint, problem, or question about your health benefit plan or a service you have received. In those cases, please contact Member Services by calling the number on the back of your Health Benefit ID card. We will try to resolve your complaint informally by talking to your Provider or reviewing your claim. If you are not satisfied with the resolution of the complaint, you have the right to file a complaint, appeal or grievance, which is defined below.

We may have turned down your claim for benefits, your continuity of care request, or your request to cover a drug as an exception to the Prescription Drug list. We may have also denied your request to preauthorize or receive a service or a supply. If you disagree with Our decision you can:

1. File a complaint.
2. File an appeal.
3. File a grievance.

Complaints

If you want to file a complaint about Our Member Services or how We processed your claim, please call Member Services. A trained staff member will try to clear up any confusion about the matter. They will also try to resolve your complaint. If you prefer, you can send a written complaint to this address:

Anthem
Member Services Department
P.O. Box 17549
Denver, CO 80217-0549

If your complaint isn’t solved either by writing or calling, or if you don’t want to file a complaint, you can file an appeal. We’ll tell you how to do that next, in the Appeals section below.

Appeals

While Anthem encourages members to file appeals within 60 days of the adverse benefit determination, the member’s written appeal must be received by Anthem within 180 days of the adverse benefit determination. Anthem will assign a Customer Advocate to assist the member in the appeal process. Members may send written appeals to the following address:

Anthem
Appeals Department
700 Broadway CAT CO105-0540
Denver, CO 80273-0001

An appeal may be filed with or without first submitting a complaint. In the appeal, the member must state plainly the reason(s) why the claim or requested service or supply should not have been denied. The member should include any documents not originally submitted with the claim or request for the service or supply and any information that may have a bearing on Anthem’s decision.

For a thorough, unbiased review, the member may access two internal levels of appeal. In the case of a benefit denial based on utilization review, an independent external review appeal is also available to the member.

Members may designate a representative (e.g., the member’s physician or anyone else of the member’s choosing) to file any level of appeal review with Anthem on the member’s behalf. The member must give this designation to Anthem in writing.

Level 1 Appeal

This is an appeal in which Anthem appoints an internal person(s) not involved in the initial determination to review the denial of the claim, requested service or supply. A person that was previously involved with the denial may answer questions. The person(s) appointed to review a Level 1 Appeal involving utilization review shall consult with an appropriate clinical person(s) in the same specialty as would typically manage the case being reviewed. For utilization review issues, the member will receive a response to the member’s Level 1 Appeal within 20 workdays of receipt of the appeal request. Non-utilization review appeals will typically be resolved within 30 workdays.

Level 2 Appeal

This is an appeal of an adverse benefit determination that has not been resolved to the member’s satisfaction under the Level 1 Appeal process. The Level 2 Appeal must be requested within 60 calendar days after the member receives Anthem’s adverse determination from the Level 1 Appeal. The member may appear or be teleconferenced in to present testimony, introduce documentation the member believes supports their appeal and provide documentation requested.
by Anthem at a hearing concerning the appeal. The panel of reviewers shall include a minimum of three people and may be composed of Anthem associates who have appropriate professional expertise. A majority of the panel shall be comprised of persons who were not previously involved in the dispute; however, a person who was previously involved with the dispute may be a member of the panel or appear before the panel to present information or answer questions. In the case of utilization review appeals, the majority of the persons reviewing the appeal shall be health care professionals who have appropriate expertise. Such reviewing health care professionals shall meet the following criteria:

- Have not been involved in the care previously.
- Is not a member of the board of directors of the health plan.
- Have not been involved in the review process for the covered person previously.
- Do not have a direct financial interest in the case or in the outcome of the review.

Anthem will issue a copy of the written decision to the member and to the provider who submits an appeal on the member’s behalf, if any, within 50 workdays of Anthem’s receipt of the Level 2 Appeal request. A member or member’s representative has the right to request an expedited appeal of a utilization review decision when the time frames for a standard review would: seriously jeopardize the life or health of the covered person; jeopardize the covered person’s ability to regain maximum function; or for persons with a disability, create an imminent and substantial limitation on their existing ability to live independently. Typically the decision will be made within 72 hours. Expedited appeals will be evaluated by an appropriate clinical peer or peers who were not involved in the initial denial. Anthem will not provide an expedited review for retrospective denials.

**Level 3 Appeal**

These are conducted by an independent third party and are available only in those circumstances where benefits were denied and which have gone through the Anthem Level 2 Appeal process. To request a Level 3 Appeal, contact the Colorado State University’s Human Resources Department at the following address:

Colorado State University  
c/o Human Resources  
6004 Campus Delivery  
Fort Collins, CO 80523-6004

The request for a Level 3 appeal must be made within 60 calendar days of the Anthem Level 2 denial.

**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 one year 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 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**

If you have an issue or concern about the quality or services you receive from a Participating Provider or Facility, you can file a grievance. The quality management department strives to resolve grievances fairly and quickly.

You may call Member Services or send a written grievance to:

Anthem Blue Cross and Blue Shield  
Attn: Grievance and Appeals Department  
700 Broadway  
Denver, CO 80273-0001

Our Quality Management Department will acknowledge that We’ve received your grievance. They’ll also investigate it. We treat every grievance confidentially.

**Binding Arbitration**

The binding arbitration provision under this Booklet is applicable to claims arising under all individual plans, governmental plans, church plans, plans or claims to which ERISA preemption does not apply, and plans maintained outside the United States. Any such arbitration will be governed by the procedures and rules established by the American Arbitration Association. You may obtain a copy of the Rules of Arbitration by calling Our Member Services. The law of the state in which the policy was issued and delivered to you shall govern the dispute. The arbitration decision is binding on both you
and Us. Judgment on the award made in arbitration may be enforced in any court with proper jurisdiction. If any person subject to this arbitration clause initiates legal action of any kind, the other party may apply for a court of competent jurisdiction to enjoin, stay or dismiss any such action and direct the parties to arbitrate in accordance with this provision.

**Legal Action**

Before you take legal action on a claim decision, you must first follow the process found in this section. You must meet all the requirements of this Booklet.

No action in law or in equity shall be brought to recover on this Booklet before the expiration of 60 calendar days after a claim has been filed according to the requirements of this Booklet. If you have exhausted all mandatory levels of review in your appeal, you 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 Booklet.

**Prescription Drug List Exceptions**

Please refer to the "Prescription Drug List" section in "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" for the process to submit an exception request for drugs not on the Prescription Drug list.
DEFINITIONS

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

**Acute Rehab Therapy** - Inpatient Rehab Therapy for a short period of time. Acute rehab therapy services are not the same as acute hospital medical or surgical care.

**Administrative Services Agreement** - the agreement between Anthem Blue Cross and Blue Shield and the employer, regardless of how such an agreement may be titled, stating all the terms and provisions applicable to the administration of this Plan.

**Administrator** - an organization or entity that the employer contracts with to provide administrative and claims payment services under the Plan. The Administrator of this Plan is Anthem Blue Cross and Blue Shield. The Administrator provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

**Alcoholism Treatment Center** - a Hospital or Facility, licensed by the appropriate agency, providing services especially for the treatment of Alcohol and Substance Dependency.

**Alternative Care Facility** - a health care facility which is not a hospital, or an attached facility assigned as free standing by a Hospital which mainly provides outpatient services such as:

- Diagnostic services such as Computerized Axial Tomography (CAT scan) or Magnetic Resonance Imaging (MRI).
- Surgery.
- Therapy services or rehab.

**Ambulance** - a licensed vehicle used only for transporting you if you are sick or injured. It must have safety and lifesaving equipment such as first-aid supplies and oxygen equipment. The vehicle must be operated by trained staff.

**Ambulatory Surgical Facility** - a Facility, with a staff of Doctors, that:

1. Is licensed as required.
2. Has permanent facilities and equipment to perform surgical procedures on an Outpatient basis.
3. Gives treatment by or under the supervision of Doctors, and nursing services when the patient is in the Facility.
4. Does not have Inpatient accommodations.
5. Is not, other than incidentally, used as an office or clinic for the private practice of a Doctor or other professional Provider.

**Anesthesia** - is a procedure intended to cause the loss of normal sensation or feeling. There are two types of Anesthesia:

- General Anesthesia, also known as total body Anesthesia, puts you 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 employer renews its coverage.

**Anthem Blue Cross and Blue Shield** - Rocky Mountain Hospital Medical Service, Inc., a Colorado company doing business as Anthem Blue Cross and Blue Shield. Also referred to in this Booklet as Anthem, Us, We or Our.

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

**Authorized Service(s)** - a Covered Service you get from an Out-of-Network Provider that we have agreed to cover at the In-Network level. You will not have to pay any more than the In-Network Deductible, Coinsurance, and/or Copayment(s) that apply. Please see **Claims Procedure (How to File a Claim)** for more details.

**Autism Services Provider** - a person who provides services to a Member with Autism Spectrum Disorders. The Provider must be licensed, certified, or registered by the applicable state licensing board or by a nationally recognized organization, and who meets the requirements as defined by the law.

**Autism Spectrum Disorders or ASD** - includes the following disorders, as defined in the most recent edition of the diagnostic and statistical manual of mental disorders in effect at the time of the diagnosis: autistic disorder, Asperger's disorder, and atypical autism as a diagnosis within pervasive developmental disorder not otherwise specified.
**Autism Treatment Plan** - a plan for a Member by an Autism Services Provider and prescribed by a Doctor or psychologist in line with a complete evaluation or reevaluation of a Member's diagnosis; proposed treatment by type, frequency, and expected treatment; the expected outcomes stated as goals; and the rate by which the treatment plan will be updated. The treatment plan is in line with the patient-centered medical home as defined in the law.

**Benefit Period** - Your Benefit Period begins on the Subscriber’s Effective Date, and ends the day before the plan anniversary’s date. A new Member’s Benefit Period starts on each plan anniversary date that follows. If your coverage ends earlier, the Benefit Period ends at the same time.

**Billed Charges** - a Provider’s regular charges for services and supplies as offered to the public and without any adjustment for Participating Provider or other discounts.

**Biosimilar/Biosimilars** - a type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product.

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

**Booklet** - this book, and any amendments or riders, which explains what is covered, what is not covered, and other terms of your health plan.

**Brand Name Drug** - Prescription Drugs that We classify as Brand Drugs or Our PBM has classified as Brand Name Drugs through use of an independent proprietary industry database.

**Cardiac Rehab** - medically supervised program to resume your activities of daily living after a heart attack.

**Care Management** - a plan of Medically Necessary health care that best meets your needs.

**Centers of Excellence (COE) Network** - a network of health care facilities, which have been selected to give specific services to Our Members based on their experience, outcomes, efficiency, and effectiveness. An In-Network Provider under this plan is not necessarily a COE. To be a COE, the Provider must have signed a Center of Excellence Agreement with Us.

**Chronic Pain** - pain that lasts more than six months that is not life threatening, and it may continue for a lifetime, and has not responded to current treatments.

**Chronic Rehab Therapy** - a non-acute Inpatient Rehab Therapy that last for more than six months and may continue for a lifetime.

**Closed Panel Plan** — a health maintenance organization (HMO), preferred provider organization (PPO) or other plan that provides health benefits to covered persons primarily in the form of services through a panel of providers that have contracted with either directly, indirectly, or are employed by the plan, and that limits or excludes benefits for services provided by other providers, except in cases of emergency or referral by a panel provider.

**COBRA** - stands for the Consolidated Omnibus Budget Reconciliation Act of 1985. This federal law allows people to continue their insurance for a period of time after ending a job or due to a qualifying event.

**Coinsurance** - percentage of costs you share with Us after you meet the Deductible. Your coinsurance will not be reduced by any refunds, rebates, or any other form of negotiated post-payment adjustments (except as described in the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” benefit.

**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.

**Controlled Substances** - Drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA) which are divided into five schedules.

**Coordination of Benefits** - it is where an insurance policy prevents duplicate payments for services covered by more than one insurance policy. For example, you may be covered by your own policy, as well as a spouse’s policy. Medical costs are covered first by the person's own policy. Any balance is submitted to the spouse’s insurance policy for additional review or payment.

**Copayment** - is a fixed amount you must pay out of your own pocket for service by a Provider.

**Cosmetic** - services to keep, change or improve your appearance or are done for mental reasons.

**Cost Sharing** - the term used for out-of-pocket costs you pay, for example Copayments, Coinsurance and Deductibles paid by you.

**Covered Services** - services, supplies or treatments which are:
• Medically Necessary or included as a benefit under this Booklet.
• Within the scope of the Provider’s license.
• Given while covered under this Booklet is in force.
• Not Experimental or Investigational or not covered by this Booklet.
• Allowed ahead of time by Us where Precertification/Prior Authorization is required by this Booklet.

Creditable Coverage - health coverage that you had within 90 days before coverage with Us under this Booklet. Creditable health coverage includes Medicare or Medicaid coverage, a group or individual health coverage, state high risk pool coverage, any federal or state health coverage or any other health coverage that gives basic medical and Hospital care.

Custodial Care - care primarily for your personal needs. This includes help in walking, bathing or dressing. It also includes preparing food or special diets, feeding, giving medicine which you usually do yourself or any other care for which the services of a Provider are not needed.

Deductible - is the dollar amount of Covered Services, listed in the Schedule of Benefits, which you must pay before benefits begin under this Booklet.

Dependent - a Subscriber's legal spouse, common-law spouse, partner to a civil union, or child as defined in the Eligibility section of this Booklet.

Designated Pharmacy Provider - an In-Network Pharmacy that has executed a Designated Pharmacy Provider Agreement with Us or an In-Network Provider that is designated to provide Prescription Drugs, including Specialty Drugs, to treat certain conditions.

Doctor - see the definition of “Provider.”

Durable Medical Equipment - any equipment that can withstand heavy use to serve a medical need, is useless to a person who is not sick or hurt, and is appropriate for use at home.

Early Intervention Services - Services, as defined by Colorado law in accordance with part C, that are authorized through an Eligible Child's IFSP but that exclude: nonemergency medical transportation; respite care; service coordination, as defined in federal law; and assistive technology (unless covered under this Booklet as durable medical equipment).

• Eligible Child - means an infant or toddler, from birth through two years of age, who is an eligible Dependent and who, as defined by Colorado law, has significant delays in development or has a diagnosed physical or mental condition that has a high probability of resulting in significant delays in development or who is eligible for services pursuant to Colorado law.

• Individualized family service plan or IFSP - means a written plan developed pursuant to federal law that authorizes early intervention services to an Eligible Child and the child's family. An IFSP shall serve as the individualized plan for an Eligible Child from birth through two years of age.

Effective Date - the date coverage under this Booklet begins.

Emergency - Emergency, or Emergency Medical Condition means a medical or behavioral health condition of recent onset and sufficient severity, including but not limited to, severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that not getting immediate medical care could result in: (a) placing the patient’s health or the health of another person in serious danger or, for a pregnant women, placing the women’s health or the health of her unborn child in serious danger; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. Such conditions include but are not limited to, chest pain, stroke, poisoning, serious breathing problems, unconsciousness, severe burns or cuts, uncontrolled bleeding, or seizures and such other acute conditions as may be determined to be Emergencies by Us.

Experimental or 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 Booklet as required by the 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 criterion 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 conclusive 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 - a form sent by Us to you after you have filed a claim. It includes items such as the date of service, name of Provider, amount covered and patient balance.

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

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

Generic Drugs - Prescription Drugs that We classify as Generic Drugs or Our PBM has classified as Generic Drugs through use of an independent proprietary industry database. Generic Drugs have the same active ingredients, must meet the same FDA rules for safety, purity and potency, and must be given in the same form (tablet, capsule, cream) as the Brand Name Drug.

Health Benefit ID Card - the card We give you with information such your name and ID number for this plan.
**Home Health Care Agency** - A Facility, licensed in the state in which it is located, that:

1. Gives skilled nursing and other services on a visiting basis in your home.
2. Supervises the delivery of services under a plan prescribed and approved in writing by the attending Doctor.

**Home Health Services** - services provided by a Home Health Agency at your home. It includes skilled nursing services, certified and licensed nurse aide services, medical supplies, equipment, and appliances suitable for use in your home, and physical, occupational or speech therapy services, and social work practice services provided by a licensed social worker.

**Home Delivery Pharmacy** - a service where you get Prescription Drugs (other than Specialty Pharmacy Drugs) through a mail order service.

**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 Provider licensed and operated as required by law, which has:

1. Room, board, and nursing care.
2. A staff with one or more Doctors on hand at all times.
3. 24 hour nursing service.
4. All the facilities on site are needed to diagnose, care, and treat an illness or injury.
5. Is fully accredited by The Joint Commission.

The term Hospital does not include a Provider, or that part of a Provider, used mainly for:

1. Nursing care
2. Rest care
3. Convalescent care
4. Care of the aged
5. Custodial Care
6. Educational care
7. Subacute care

**In-Network** - a term describing Providers that enter into a network contract with Us for this specific health benefit plan. A Provider that is In-Network for one plan may not be In-Network for another. See the section “How To Access Your Services And Obtain Approval Of Benefits” for more information on how to find an In-Network Provider for this Plan.

**Intensive In-Home Behavioral Health Program** - a range of therapy services provided in the home to address symptoms and behaviors that, as the result of a mental disorder or substance use disorder, put the Members and others at risk of harm.

**Intensive Outpatient Program** - short-term behavioral health treatment that provides a combination of individual, group and family therapy.

**Inpatient Rehab 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 Rehab Therapy may be received from an acute rehabilitation Facility, Skilled Nursing Facility, long term acute care Facility or sub-acute Facility. Inpatient Rehab Therapy includes acute rehabilitation therapy, chronic rehabilitation therapy or sub-acute rehabilitation therapy.

**Interchangeable Biologic Products** - a type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product. In addition to meeting the biosimilarity standard, it is expected to produce the same clinical result as the reference product in any given patient.

**Intractable Pain** - a pain state in which the cause of the pain cannot be removed and which in the course of medical practice no relief or cure of the cause of the pain is possible, or none has been found after reasonable efforts. It includes evaluation by the attending Doctor and one or more Doctors specializing in the treatment of the part of the body thought of as the source of the pain.
**Long-Term Acute Care Facility** - a place that gives long-term critical care services if you have serious illnesses or injuries.

**Maintenance Medications** - please see the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” section for details.

**Maintenance Pharmacy** - an In-Network Retail Pharmacy that is contracted with Our PBM to dispense a 90 day supply of Maintenance Medication.

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

**Master Contract or Administrative Services Agreement** - the agreement between Us and Colorado State University stating all of the terms that applies to group coverage. The final interpretation of any terms found in this Booklet is governed by the Master Contract or Administrative Services Agreement.

**Maximum Allowed Amount** - the maximum amount that We will allow for Covered Services that you receive. More details can be found in the *How to Access Your Services and Obtain Approval of Benefits* section of this Booklet.

**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.

**Medically Necessary** - the diagnosis, evaluation and treatment of a condition, illness, disease or injury that We solely decide to be:

- Medically appropriate for and consistent with your symptoms and proper diagnosis or treatment of your condition, illness, disease or injury.
- Obtained from a Doctor or Provider.
- Provided in line with medical or professional standards.
- Known to be effective, as proven by scientific evidence, in improving health.
- The most appropriate supply, setting or level of service that can safely be provided to you and which cannot be omitted. It will need to be consistent with recognized professional standards of care. In the case of a Hospital stay, 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 or Investigational.
- Not primarily for you, your families, or your Provider's convenience.
- Not otherwise an exclusion under this Booklet.

The fact that a Doctor 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.

**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.

**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 Booklet. Also referred to in this Booklet as you or your.
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. Coverage is also provided for Biologically Based Mental Illness for schizophrenia, schizoaffective disorder, bipolar affective disorder, major depressive disorder, specific obsessive-compulsive disorder, and panic disorder.

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.

Out-of-Network - a term for non-Participating Providers that do not enter into a network contract with Us. Services received from a non-Participating Provider, usually result in a higher out-of-pocket cost to you than services you get from a participating Provider or are only covered under limited circumstances.

Out-of-Pocket Annual Maximum - the Cost Sharing total that you may be responsible for under this Booklet for most medical and prescription costs. Benefit Period maxima or lifetime maxima under this Booklet will still apply, even if you have satisfied your Out-of-Pocket Annual Maximum.

Partial Hospitalization Program - structured, short-term behavioral health treatment that offers nursing care and active treatment in a program that operates no less than 6 hours per day, 5 days per week.

Pharmacy - a place licensed by applicable law where you can get Prescription Drugs and other medicines from a licensed pharmacist when you have a prescription from your Provider.

Pharmacy and Therapeutics (P&T) Process - a process to make clinically based recommendations that will help you access quality, low cost medicines within your plan. The process includes health care professionals such as nurses, pharmacists, and Doctors. The committees of the National Pharmacy and Therapeutics Process meet regularly to talk about and find the clinical and financial value of medicines for Our Members. This process first evaluates the clinical evidence of each product under review. The clinical review is then combined with an in-depth review of the market dynamics, Member impact and financial value to make choices for the formulary. Our programs may include, but are not limited to, Drug utilization programs, Precertification/Prior Authorization criteria, therapeutic conversion programs, cross-branded initiatives, and Drug profiling initiatives.

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

Predetermination - an optional, voluntary prospective or continued stay review request for a benefit coverage determination for a service or treatment.

Prescription Drug (Drug) (also referred to as Legend Drug) - a medicine that is approved by the Food & Drug Administration (FDA) to treat illness or injury. Under the Federal Food, Drug & Cosmetic Act, such substances must bear a message on its original packing label that says, “Caution: Federal law prohibits dispensing without a prescription.” This includes the following:

1. Compounded (combination) medications, when all of the ingredients are FDA-approved as designated in the FDA’s Orange Book: Approved Drug Products with Therapeutic Equivalence Evaluations, require a prescription to dispense, and are not essentially the same as an FDA-approved product from a drug manufacturer.

2. Insulin, diabetic supplies, and syringes.

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 given to Us by the Pharmacy Benefits Manager.

Prescription Order - a written request by a Provider, as permitted by law, for a Prescription Drug or medication, and each authorized refill.

Primary Care Physician / Provider (“PCP”) - a Provider who gives or directs health care services for you. The Provider may work in family practice, general practice, internal medicine, pediatrics or any other practice allowed by Us. A PCP supervises, directs and gives initial care and basic medical services to you and is in charge of your ongoing care.

Provider - a person or Facility that is recognized by Us as a health care Provider and fits one or more of these descriptions:

Doctor - A doctor of medicine or osteopathy who is licensed to practice medicine under the laws of the state or jurisdiction where care is given.

Professional Provider - a Doctor or other professional Provider who is licensed by the state or jurisdiction where Covered Services are provided for benefits to be payable. Such services are subject to review by a medical authority appointed by Us.

Facility Provider (Facility) - a Facility including but not limited to, a Hospital, freestanding Ambulatory Surgical Facility, Chemical Dependency Treatment Facility, Residential Treatment Center, Skilled Nursing Facility, Home Health Care...
Agency or mental health facility, as defined in this Booklet. The Facility must be licensed, accredited, registered or approved by The Joint Commission or the Commission on Accreditation of Rehabilitation Facilities (CARF), as applicable or meet specific rules set by Us.

**Mid-Level Provider** - are registered nurses, clinical nurse specialists, nurse practitioners, physicians assistants or as determined by Us. Mid-Level Providers may not be selected as a PCP. We may assign the PCP Copayment to Covered Services of a Mid-Level Provider.

**Primary Care Provider (PCP)** - is typically general practitioners, internists, family practitioners, qualified certified nurse practitioners or other qualified primary care providers, as required by law, and pediatricians.

**Specialist** - a professional, usually a Doctor, who is an expert on a specific disease, condition or body part. Examples include:

- Psychiatrist.
- Orthopedist.
- Obstetrician.
- Gynecologist.
- Cardiologist

**Retail Health Clinic Provider** - a facility that gives you limited basic medical care on a “walk-in” basis. These clinics normally operate in major pharmacies or retail stores. Medical services are typically given by Doctor assistants and nurse practitioners.

**Reconstructive Surgery** - includes procedures that are meant to address a major change from normal in relation to accidental injury, disease, trauma, treatment of a disease or Congenital Defect.

**Recorded Agreement** an agreement entered into by two people for the purpose of making each a beneficiary of the other and which has been recorded with the county clerk and recorder in the county

**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 Reimbursement under the General Policy Provisions section of this Booklet.

**Residential Treatment Center/Facility** - a Provider licensed and operated as required by law, which includes:

1. Room, board and skilled nursing care (either an RN or LVN/LPN) available on-site at least eight hours daily with 24 hour availability.
2. A staff with one or more Doctors available at all times.
3. Residential treatment takes place in a structured Facility-based setting.
4. The resources and programming to adequately diagnose, care and treat a psychiatric and/or substance use disorder.
5. Facilities are designated residential, subacute, or intermediate care and may occur in care systems that provide multiple levels of care.
6. Is fully accredited by The Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF), the National Integrated Accreditation for Healthcare Organizations (NIAHO), or the Council on Accreditation (COA).

The term Residential Treatment Center/Facility does not include a Provider, or that part of a Provider, used mainly for:

1. Nursing care.
2. Rest care.
3. Convalescent care.
4. Care of the aged.
5. Custodial Care.


**Retail Pharmacy** - a place licensed to dispense Prescription Drugs through a licensed pharmacist due to a Doctor's order.

**Service Area** - the geographical area where you can get Covered Services from an In-Network Provider.

**Skilled Nursing Facility (SNF)** - a Facility operated alone or with a Hospital that cares for you after a Hospital stay when you have a condition that needs more care than you can get at home. It must be licensed by the appropriate agency and accredited by The Joint Commission or the Bureau of Hospitals of the American Osteopathic Association, or otherwise approved by us. A Skilled Nursing Facility gives the following:

Inpatient care and treatment for people who are recovering from an illness or injury.

1. Care supervised by a Doctor.

2. 24 hour per day nursing care supervised by a full-time registered nurse.

A Skilled Nursing Facility is not a place mainly for care of the aged, Custodial Care or domiciliary care, or a place for rest, educational, or similar services.

**Specialty Drugs** - Drugs that typically need close supervision and checking of their effect on the patient by a medical professional. These drugs often need special handling, such as temperature-controlled packaging and overnight delivery, and are often not available at a Retail Pharmacy. They may be administered in many forms including, but not limited to, injectable, infused, oral and inhaled.

**Specialty Drug List** - a list of Specialty Pharmacy Drugs as determined by Us which must be obtained from the In-Network Specialty Pharmacy PBM and which are billed under the pharmacy benefit.

**Specialty Pharmacy** - a pharmacy that is designated by Us, other than a Retail Pharmacy, Home Delivery Pharmacy, or other Specialty Pharmacy that provides high cost, biotech drugs which are usually injected, oral, infused or inhaled and used for the treatment of acute or chronic diseases.

**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.

**Stabilize** - means to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the Member from a Facility. With respect to a pregnant woman who is having contractions, the term “stabilize” also means to deliver (including the placenta), if there is inadequate time to effect a safe transfer to another Hospital before delivery or transfer may pose a threat to the health or safety of the woman or the unborn child.

**Step Therapy** - requiring one drug, drug regimen, or treatment be used prior to use of another drug, drug regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated.

**Sub-Acute Rehab Therapy** - care that includes a minimum of one hour of therapy, but it does not require three hours of therapy a day. This type of rehab is normally done in a Skilled Nursing Facility.

**Subcontractor** - We may subcontract particular services to organizations that are experts in certain areas. This may include services for Prescription Drugs, Mental Health and Substance Abuse. Such organizations may make decisions on benefits or perform administrative, claims paying, or Member Services duties on Our behalf.

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

**Substance Dependency** - a condition which you use alcohol, drugs and other substances in a manner that damages your health or loses your ability to control your actions.

**Surgery** - any variety of technical procedures for treatment or diagnosis of anatomical disease or injury, such as 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 Anesthesia and pre- and post-operative care, including recasting.

**Telemedicine** - is used to support health care when you and the Doctor are physically separated. Typically, you communicate through an interactive mean that is enough to start a link to the Provider who is working at a different location from you.
Therapeutic Care - for purposes of the Autism Spectrum Disorders, this type of care is provided by a speech, occupational or physical therapist, or an Autism Services Provider. Therapeutic Care includes 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.

Urgent Care - is not an Emergency, but an unexpected illness or injury requiring treatment that cannot reasonably be postponed for regularly scheduled care.

Urgent Care Center - a licensed health care Facility that is separate from a Hospital and whose main purpose is giving immediate, short-term medical care, without an appointment, for urgent care.

Utilization Review - a set of formal techniques to monitor 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 reviewing whether or not a procedure or treatment is considered Experimental or Investigational, and reviewing your medical circumstances when such a review is needed to determine if an exclusion applies.

End of Booklet
Get Help in Your Language

Curious to know what all this says? We would be too. Here’s the English version:

You have the right to get this information and help in your language for free. Call the Member Services number on your ID card for help. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the Member Services telephone number on the back of your ID card.

Spanish

Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. (TTY/TDD: 711)

Albanian

Keni të drejtën të merrni falas ndihmë dhe informacion në gjuhën tuaj. Për ndihmë, telefononi numrin e shërbimeve për anëtarët, të shënuar në kartën tuaj ID. (TTY/TDD: 711)

Amharic

አማርኛ የሚあります የስር ያቅር ስልጫው የሚከጠና ሲለም የሚስርጫ ከሚለው ለማደርግ መርምት ታክ. መርምት የሸው የተሰሸች የሚው የሚለው ከሚለው ለማደርግ ታክም (TTY/TDD: 711)

Arabic

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجانًا. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعرف الخاصة بك (TTY/TDD: 711).

Armenian

Անում ունենք ստանալ այս տեղեկատվությունը և օգնությունը իրենց լեզուով ազատապես. Օգնությունը հաճախ չի պահանջում պաշտպանության, եթե ծայր տեղում պետք է կարողանաք նաեւ այս տեղեկատվությունը իրենց լեզուով ազատապես (TTY/TDD: 711)

Bassa

M bëdë dyi-bëdëñ-dë ñë ñë m kë bë nia kë gbo-kpa- kpa dyë dë m bëñ-wëññ bë ñë dë. Dà mëbë jë gbo-gmë. Kpët nëbë ni në Dyi-dyoin-bë ñë ñë m kë gbo-kpa-kpa dyë. (TTY/TDD: 711)

Bengali

আপনার বিনামূল্যে এই তথ্য পাওয়ার ও আপনার জায়গার সাহায্য করার অর্থিক আহ্বান সাহায্যের জন্য আপনার আইড়া কার্ডটির ব্যাপক সাহায্য প্রদান করা হয়। (TTY/TDD: 711)
Burmese

သင်သည် သင်၏ အမှတ်ကြိုးကို အများအားဖြင့် မိတ်ဆက်ရာ အခြေခံရပါသည်။ အခြေခံပါသော အခြေခံကို မှန်ကန်စွာ သိရှိမည်ဖြစ်သည်။ သင်၏ အမှတ်ကြိုးစာရင်းကို ဖန်တီးခြင်း စီမံခန့်ခွဲခြင်းများ လက်ခံထားသည်။ (TTY/TDD: 711)

Chinese

您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼寻求協助。（TTY/TDD: 711）

Dinka

Yin noŋ yic ba ye lek né yok ku bê yi kuony né thon yin jäm ke cin wëu tòu ké piiny. Coi rán tɔŋ dë kòk kë luoi ně namba dën tó né l.İ d kat du yic. (TTY/TDD: 711)

Dutch

U hebt het recht om deze informatie en hulp gratis in uw taal te krijgen. Bel het ledendienstennummer op uw ID-kaart voor ondersteuning. (TTY/TDD: 711)

Farsi

شما این حق را دارید که این اطلاعات و کمک‌ها را به صورت رایگان به زبان خودتان دریافت کنید. برای دریافت کمک به شماره مرکز خدمات اعضای که بر روی کارت نشان‌دهنده دو جزء است، تماس بگیرید. (TTY/TDD: 711)

French

Vous avez le droit d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour cela, veuillez appeler le numéro des Services destinés aux membres qui figure sur votre carte d'identification. (TTY/TDD: 711)

German

Sie haben das Recht, diese Informationen und Unterstützung kostenlos in Ihrer Sprache zu erhalten. Rufen Sie die auf Ihrer ID-Karte angegebene Servicenummer für Mitglieder an, um Hilfe anzufordern. (TTY/TDD: 711)

Greek

Έχετε το δικαίωμα να λάβετε αυτές τις πληροφορίες και αυτήν τη βοήθεια στη γλώσσα σας δωρεάν. Καλέστε τον αριθμό του Τμήματος Υπηρεσιών Μέλους (Member Services) που αναγράφεται στην ταυτότητά σας (ID card) για βοήθεια. (TTY/TDD: 711)

Gujarati

તમે તમારી જાણકારીમાં મહત્તમ અને મહત્તમ માત્રામાં અદિકાર ઘરાવી છો. મહત્તમ માત્રા તમારી આઈડી કાર્ડ પરના મેમ્બર સેવિંગ નંબર પર કોચ કરો. (TTY/TDD: 711)
Haitian
Ou gen dwa pou resevwa enfòmasyon sa a ak asistans nan lang ou pou gratis. Rele nimewo Manm Sèvis la ki sou kat idantifikasyon ou a pou jwenn èd. (TTY/TDD: 711)

Hindi
आपके पास यह जानकारी और मदद अपनी भाषा में मुफ्त में प्राप्त करने का अधिकार है। मदद के लिए अपने ID कार्ड पर सदस्य सेवाएं नंबर पर कॉल करें। (TTY/TDD: 711)

Hmong
Koj muaj cai tau txais qhov lus qhia no thiab kev pab hais ua koj hom lus yam tsis xam tus nqi. Hu rau tus nab npawb xov tooj lis Cov Kev Pab Cuam Rau Tswv Cuab nyob rau ntawm koj daim ID txhawm rau thov kev pab. (TTY/TDD: 711)

Igbo
Ịnwere ikike ịnweta ozi a yana enyemaka n’asụsụ gi n’efu. Kpoọ ọmụb Ọrụ Onye Otụ di na kaadj NJ gi maka enyemaka. (TTY/TDD: 711)

Ilokano
Addanka ti karbengan a maala iti daytoy nga impormasyon ken tulong para ti lengguahem nga awanan ti bayadna. Awagan ti numero ti Serbisyo para ti Kameng a masarakan ayan ti ID kard mo para ti tulong. (TTY/TDD: 711)

Indonesian
Anda berhak untuk mendapatkan informasi ini dan bantuan dalam bahasa Anda secara gratis. Hubungi nomor Layanan Anggota pada kartu ID Anda untuk mendapatkan bantuan. (TTY/TDD: 711)

Italian
Ha il diritto di ricevere queste informazioni ed eventuale assistenza nella sua lingua senza alcun costo aggiuntivo. Per assistenza, chiami il numero dedicato ai Servizi per i membri riportato sul suo libretto. (TTY/TDD: 711)

Japanese
この情報と支援を希望する言語で無料で受け取ることができます。支援を受けるには、IDカードに記載されているメンバーサービス番号に電話してください。 (TTY/TDD: 711)

Khmer
ឈូរការស្លាប់អន្តរម្នាក់ដែលបានប្រការអាយុ ឬអាយុត្រូវបានប្រការអាយុច្រើនប្រែពន្យល់ ID របស់អាយុប្រការអាយុច្រើន (TTY/TDD: 711)

Kirundi
Ufise uburenganzira bwo gufashwa mu rurimi rwawe ku buntu. Akura umunywanyi abikora Ikaratakarangamuntu yawe kugira ufashwe. (TTY/TDD: 711)
Korean

귀하에게는 무료로 이 정보를 얻고 귀하의 언어로 도움을 받을 권리가 있습니다. 도움을 얻으려면 귀하의 ID 카드에 있는 회원 서비스 번호로 전화하십시오. (TTY/TDD: 711)

Lao

 nhám xieng yu t'11 ni nizaad k'ehj7 n7k1 a'doowo[ t’11 j77k’e. Naaltsoos bee atah n7l7n7g77 bee n44ho’d0lzingo nanitin7g77 b44sh bee hane’7 bik1’ 1aj8’ hod77lnih. Naaltsoos bee atah n7l7n7g77 bee n44ho’d0lzingo nanitin7g77 b44sh bee hane’7 bik1’ 1aj8’ hod77lnih. (TTY/TDD: 711)

Navajo

Bee n1 ahoot’i’ t’11 ni nizaad k’ehj7 n7k1 a’doowo[ t’11 j77k’e. Naaltsoos bee atah n7l7n7g77 bee n44ho’d0lzingo nanitin7g77 b44sh bee hane’7 bik1’ 1aj8’ hod77lnih. Naaltsoos bee atah n7l7n7g77 bee n44ho’d0lzingo nanitin7g77 b44sh bee hane’7 bik1’ 1aj8’ hod77lnih. (TTY/TDD: 711)

Nepali

तपाइले यो जानकारी तथा सहयोग आपने भाषामा निःशुल्क प्राप्त गर्ने तपाईको अधिकार हो। सहायताको लागि तपाईको ID कार्डमा दिइएको सदस्य सेवा नंबरमा कल गर्नुहोस्।(TTY/TDD: 711)

Oromo

Odeeffanoo kana fi gargaarsa afaan keetiin kaffaltii malee argachuuf mirga qabda. Gargaarsa argachuuf lakkoofsa bilbilaa tajaajila miseensaa (Member Services) waraqaa enyummaa kee irratti argamu irratti bilbili. (TTY/TDD: 711)

Pennsylvania Dutch

Du hoscht die Recht selle Information un Helfe in dei Schprooch mitaus Koscht griege. Ruf die Member Services Nummer uff dei ID Kaarte fer Helfe aa. (TTY/TDD: 711)

Polish

Masz prawo do bezpłatnego otrzymania niniejszych informacji oraz uzyskania pomocy w swoim języku. W tym celu skontaktuj się z Działem Obsługi Klienta pod numerem telefonu podanym na karcie identyfikacyjnej. (TTY/TDD: 711)

Portuguese-Europe

Tem o direito de receber gratuitamente estas informações e ajuda no seu idioma. Ligue para o número dos Serviços para Membros indicado no seu cartão de identificação para obter ajuda. (TTY/TDD: 711)

Punjabi

ਅਪਤੀ ਅਧਿਕਾਰ ਦੇਖੋ ਇਹ ਸੰਖਿਤ ਸੰਚਾਰ ਅਧਿਕਾਰ ਵਾਲਾ ਵੀ ਇਸ ਮੁੱਖ ਹੈ ਇਹ ਪੁਸਤਕ ਵਾਲਾ ਦੇ ਆਧਿਕਾਰ ਵੀ। ਨਾਮ ਨਾਲੀ ਅਪਤੀ ਅਧਿਕਾਰ ਵਾਲੀ ਦੀ ਵੋ ਕਦ੍ਰੀ ਭੇਲੇ ਸੀ ਅਧਿਕਾਰ ਨਾਲ ਬਾਹਾਂ ਵਾਲੇ। (TTY/TDD: 711)

Romanian

Aveţi dreptul să obţineţi aceste informaţii şi asistenţă în limba dvs. în mod gratuit. Pentru asistenţă, apelați numărul departamentului de servicii destinate membrilor de pe cardul dvs. de identificare. (TTY/TDD: 711)
Russian

Вы имеете право получить данную информацию и помощь на вашем языке бесплатно. Для получения помощи звоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. (TTY/TDD: 711)

Samoan

E iai lou ‘aia faaletulafono e maua nei faamatalaga ma se fesoasoani i lou lava gagana e aunoa ma se totogi. Vili le numera mo Sauniuniga mo lou Vaega o loo maua i lou pepa faailoa ID mo se fesoasoani. (TTY/TDD: 711)

Serbian

Imate pravo da dobijete sve informacije i pomoć na vašem jeziku, i to potpuno besplatno. Pozovite broj Centra za podršku članovima koji se nalazi na vašoj identifikacionoj kartici. (TTY/TDD: 711)

Tagalog

May karapatan kayong makuha ang impormasyon at tulong na ito sa ginagamit ninyong wika nang walang bayad. Tumawag sa numero ng Member Services na nasa inyong ID card para sa tulong. (TTY/TDD: 711)

Thai

ทำเหมาสิทธิของบริการสอบถามข้อมูลและความช่วยเหลือในภาษาของท่านหรือ
โทรไปที่หมายเลขฝ่ายบริการสมาชิกบัตรประจำตัวของท่านเพื่อขอความช่วยเหลือ
(TTY/TDD: 711)

Ukrainian

Ви маєте право безкоштовно отримати інформацію та допомогу своєю рідною мовою. По допомогу звертайтеся за номером служби підтримки учасників програми страхування, указаним на вашій ідентифікаційній картці. (TTY/TDD: 711)

Urdu

زب کو اپنی زبان سے مفت ایئر معلومات اور مدد کی حاضور کا حق ہے، مدد کی لئے اپنے اپنے ذی کارہ پر موجود ممبر سروس نمبر کو کال (TTY/TDD: 711)

Vietnamese

Quy vi có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (TTY/TDD: 711)

Yiddish

 ruby KO antik ZEPR TSHABBAT AMEYALEZ DI VALD AOYEM KOCHBEN DI CHAYAN. DI VESNAMDI VAYN DI UNDI AYO BYER NISHE KUN YILDIN. (TTY/TDD: 711)
Yoruba
O ní ètò látì gba iwífún yìí kí o si şèrànwọ́ ní èdè rẹ̀ lọ́fẹ́. Pe Nómbà àwọn ipèsè ọmọ-ègbé lórí káàdí idánímọ̀ rẹ̀ fún ìránwọ́. (TTY/TDD: 711)
It's important we treat you fairly
That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html