

**ROCKY MOUNTAIN HEALTH PLANS**  
**HEALTH BENEFITS CONTRACT & EVIDENCE OF COVERAGE**  
**Underwritten by Rocky Mountain Health Maintenance Organization, Inc.**

**AMENDMENT TO ROCKY MOUNTAIN DIRECT HMO**  
**HEALTH BENEFITS CONTRACT & EVIDENCE OF COVERAGE**

THIS AMENDMENT TO ROCKY MOUNTAIN DIRECT HMO HEALTH BENEFITS CONTRACT & EVIDENCE OF COVERAGE (Amendment) amends the Rocky Mountain Health Maintenance Organization, Inc. Rocky Mountain Direct HMO Health Benefits Contract & Evidence of Coverage (Contract) as provided in this Amendment. This Amendment is effective July 1, 2010, unless otherwise specified herein. All terms defined in the Contract shall have the same meaning when used in this Amendment.

**I. HEALTH BENEFITS CONTRACT**

The Contract is amended as follows:

1. As of the renewal date for a Group, subparagraph 1.F(3), titled "PSP and Other Provider Visits," is replaced with the following:

A Member may see a PSP or a Participating Provider for Health Care Services without a referral from the Member's PCP. In most cases, Copayments for PSP visits are higher than for PCP visits. A Member who resides in certain geographic portions of the Service Area will be required to receive mental health services and Applied Behavior Analysis for Autism Spectrum Disorders from Participating Providers who belong to RMHMO's designated mental health subnetwork for such services to be considered Benefits. The geographic areas and the designated mental health subnetwork providers are identified in RMHMO's provider directory.

2. Subparagraph 1.F(5), titled "Ongoing Care by Non-Participating Providers," is replaced with the following:

If a Member has received care from a non-Participating Provider before enrolling with RMHMO, the Member may be able to continue seeing the non-Participating Provider if the transfer of care to another provider would negatively alter the outcome of care and if the Health Care Services from the non-Participating Provider are Preauthorized by RMHMO. RMHMO may put restrictions, limitations and conditions on the Preauthorization. Any such Preauthorization is subject to RMHMO's discretion.

3. As of the renewal date for a Group, subparagraph 2.B, titled "Schedule of Benefits," is amended by addition of the following new subparagraph:

**Autism Spectrum Disorders**

Treatment for Autism Spectrum Disorders is covered when prescribed or ordered by a physician or licensed psychologist and shall include the following Health Care Services:

- 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;
  - Pharmacy care and medication;
  - Psychiatric care;
  - Psychological care, including family counseling; and
  - Therapeutic care.
- ◆ **Limitation:** *A Member who resides in certain geographic portions of the Service Area will be required to receive Applied Behavior Analysis for Autism Spectrum Disorders from Participating Providers who belong to RMHMO's designated mental health subnetwork for such services to be considered Benefits. The geographic areas and the designated subnetwork providers are identified in RMHMO's provider directory. A copy of the provider directory can be obtained by calling RMHMO customer service, or by going to [www.rmhp.org](http://www.rmhp.org).*
- ◆ **Limitation:** *See the Coverage Schedule for the Maximum Benefit Level applicable to these Health Care Services.*

4. Subparagraph 7.B(1), titled "Newborns," is replaced with the following:

A newborn Dependent Child of the Subscriber or Dependent Spouse with RMHMO coverage under this Contract is covered for services for treatment of injury and sickness for thirty-one (31) days subsequent to birth. Medically Necessary care and treatment of medically diagnosed congenital defects and birth abnormalities are included in this coverage, regardless of any limitations and exclusions with respect to other Health Care Services under this Contract. All services are subject to applicable Deductibles and Copayments. Enrollment of the newborn Dependent Child under this Contract will continue after the first thirty-one (31) days subsequent to birth unless the Subscriber promptly notifies RMHMO (but in any event not later than thirty (30) days after the date of the Premium change notice if additional Premium is due) that the Subscriber does not wish the newborn to continue to be enrolled. Any changes in Premiums for the addition of a newborn Dependent Child will be effective the first day of the calendar month following the date of birth.

5. Subparagraph 13.A(1), the definition of "Assistance Eligible Individual," is replaced with the following:

"Assistance Eligible Individual" is an individual who is Involuntarily Terminated from employment who was provided coverage under this Contract at the time of Involuntary Termination or who lost coverage as a result of a reduction in hours followed by an Involuntary Termination, and the person's Qualified Beneficiaries (for COBRA) or covered Dependents (for CCOC), provided COBRA or CCOC is timely elected, and provided such individual must be entitled under federal law to a subsidy of sixty-five percent (65%) of the applicable COBRA or CCOC Premium.

6. Subparagraph 13.C(4) is replaced with the following:

Assistance Eligible Individuals who are Involuntarily Terminated from employment during the time periods specified by federal law and who elect COBRA may be eligible to pay a reduced Premium of thirty-five percent (35%) of the applicable COBRA Premium, for up to fifteen (15) months, or such other time period specified by federal law. If an Assistance Eligible Individual is eligible for other group coverage (such as through a new employer's plan or a spouse's plan) or Medicare, then the Assistance Eligible Individual is not entitled to any COBRA Premium subsidy.

7. The last unnumbered subparagraph at the end of subparagraph 13.D is replaced with the following:

Assistance Eligible Individuals who are Involuntarily Terminated from employment during the time periods specified by federal law and who elect CCOC may be eligible to pay a reduced Premium of thirty-five percent (35%) of the applicable CCOC Premium, for up to fifteen (15) months, or such other time period specified by federal law. If an Assistance Eligible Individual is eligible for other group coverage (such as through a new employer's plan or a spouse's plan) or Medicare, then the Assistance Eligible Individual is not entitled to any CCOC Premium subsidy.

8. Subparagraph 13.E, titled "Election of Continued Coverage," is amended by addition of the following sentence as a new, unnumbered subparagraph:

Covered Employees who are Involuntarily Terminated following a loss of coverage due to reduction in hours and who did not initially elect COBRA coverage, or who elected and later dropped COBRA coverage, may have additional election rights as provided by federal law.

9. The unnumbered subparagraph at the end of subparagraph 13.G(1) is replaced with the following:

The COBRA Premium subsidy will end on the earlier of: (a) the date COBRA coverage ends; (b) fifteen (15) months after its commencement; (c) the date on which the Assistance Eligible Individual becomes entitled to coverage under another group health plan or Medicare; or (d) the date federal law no longer provides that the person is eligible for the Premium subsidy.

10. The unnumbered subparagraph at the end of subparagraph 13.G(2) is replaced with the following:

The CCOC Premium subsidy will end on the earlier of: (a) the date CCOC ends; (b) fifteen (15) months after its commencement; (c) the date on which the Assistance Eligible Individual becomes entitled to coverage under another group health plan or Medicare; or (d) the date federal law no longer provides that the person is eligible for the Premium subsidy.

11. Subparagraph 17.A(60), the definition of "Primary Care Physician," is revised as follows:

"Primary Care Physician" or "PCP" means any Participating Physician who is designated as such by RMHMO or who has been designated as a PCP by the Member, subject to the policies and procedures of RMHMO.

12. As of the renewal date for a Group, the following definitions are added to subparagraph 17.A, titled "Definitions":

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

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

- (a) has a doctoral degree with a specialty in psychiatry, medicine, or clinical psychology, is actively licensed by the state board of medical examiners, and has one year of direct experience in behavioral therapies that are consistent with best practice and research on effectiveness for people with Autism Spectrum Disorders;
- (b) has a doctoral degree in one of the behavioral or health sciences and has completed one year of experience in behavioral therapies that are consistent with best practice and research on effectiveness for people with Autism Spectrum Disorders;
- (c) has a master’s degree or higher in behavioral sciences and is nationally certified as a “Board Certified Behavior Analyst” or certified by a similar nationally recognized organization;
- (d) has a master’s degree or higher in one of the behavioral or health sciences, is credentialed as a Related Services Provider and has completed one year of direct supervised experience in behavioral therapies that are consistent with best practice and research on effectiveness for people with Autism Spectrum Disorders. For the purpose of this subparagraph (d), “Related Services Provider” means a physical therapist, occupational therapist, or speech therapist; or
- (e) has a baccalaureate degree or higher in behavioral sciences and is nationally certified as a “Board Certified Associate Behavior Analyst” or certified by a similar nationally recognized organization.

“Autism Spectrum Disorders” or “ASD” includes the following neurobiological disorders: autistic disorder, Asperger’s disorder, and atypical autism as a diagnosis within pervasive developmental disorder not otherwise specified, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, at the time of the diagnosis.

## II. COVERAGE SCHEDULE

The Rocky Mountain Direct HMO Coverage Schedules are amended as follows:

1. As of the renewal date for a Group, the Benefits table on the Coverage Schedules are amended by addition of the following:

Benefit	Copayment
<p><b>Autism Spectrum Disorders (ASD)</b></p> <p>Maximum Benefit Level: For Members from birth up to 9 years of age, the annual Maximum Benefit Level for Applied Behavior Analysis for ASD is \$34,000, or such other amount as is required by Colorado law.</p> <p>For Members from 9 years of age up to 19 years of age, the annual Maximum Benefit Level for Applied Behavior Analysis for ASD is \$12,000, or such other amount as is required by Colorado law.</p> <p>No day, visit, or dollar limits other than the annual Maximum Benefit Levels apply.</p>	<p>Benefit level determined by place and type of service</p>

**III. PRESCRIPTION DRUG SUPPLEMENT**

No changes are made to the Prescription Drug Supplement.

Except as amended herein, the Contract, including Coverage Schedules and Prescription Drug Supplements, shall continue in full force and effect.

ROCKY MOUNTAIN HEALTH MAINTENANCE  
ORGANIZATION, INC.



By \_\_\_\_\_  
Stephen K. ErkenBrack, President and CEO