

## Colorado Health Plan Description Form



United HealthCare of Colorado  
Standard HMO Choice Plan JDJ

### PART A: TYPE OF COVERAGE

1. TYPE OF PLAN	Health Maintenance Organization
2. OUT-OF-NETWORK CARE COVERED? <sup>1</sup>	Only for emergency and urgent care.
3. AREAS OF COLORADO WHERE PLAN IS AVAILABLE	Plan is available only in the following counties: Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Crowley, Denver, Douglas, El Paso, Jefferson, Larimer, Lincoln, Otero, Park, Pueblo, Teller & Weld

### PART B: SUMMARY OF BENEFITS

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

	IN-NETWORK
4. Deductible Type	Calendar Year
4A. ANNUAL DEDUCTIBLE a) Individual Deductible b) Family Deductible	a) No Annual Deductible b) No Annual Deductible
5. OUT-OF-POCKET ANNUAL MAXIMUM <sup>3</sup> a) Individual Out-of-Pocket Maximum b) Family Out-of-Pocket Maximum c) Is deductible included in the out-of-pocket maximum?	a) \$3,000 b) \$6,000 c) Yes  > Member Copayments do accumulate towards the Out-of-Pocket Maximum.
5A. COINSURANCE OR COPAY	Depends on the service, see details below. <sup>4</sup>
6. LIFETIME OR BENEFIT MAXIMUM PAID BY THE PLAN FOR ALL CARE	No Maximum Policy Benefit
7A. COVERED PROVIDERS	Over 400,000 physicians and 3,500 hospitals. See Physician and Provider Directory for a complete list.
7B. With respect to network plans, are all the providers listed in 7A accessible to me through my primary care physician?	Yes

	<b>IN-NETWORK</b>
8. MEDICAL OFFICE VISITS <sup>5</sup> a) Primary Care Providers  b) Specialists	a) 100% after you pay a \$25 Copayment per visit.  b) 100% after you pay a \$40 Copayment per visit.
9. PREVENTIVE CARE <sup>6</sup> a) Children's services  b) Adults' services  c) Lab, X-ray or other preventive tests <sup>6a, 6b</sup>  Outpatient lab and radiology services in conjunction with a physician office visit where a copayment was charged will be covered at 100%.	a) 100% after you pay a \$25 Copayment per visit.  b) 100% after you pay a \$25 Copayment per visit.  c) 100% Deductible does not apply.
10. MATERNITY <sup>7</sup> a) Prenatal care  b) Delivery & inpatient well baby care	a) Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.  b) Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.  For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.
11. PRESCRIPTION DRUGS <sup>9</sup> Level of coverage and restrictions on prescriptions	Prescription drug benefits are shown under separate cover.
12. INPATIENT HOSPITAL	\$250 Copayment per day to a maximum of \$1,000 per admission. <sup>10</sup>
13. OUTPATIENT/AMBULATORY SURGERY	100% after you pay a \$150 Copayment per visit. <sup>10a</sup>
13A. SCOPIC PROCEDURES – OUTPATIENT DIAGNOSTIC AND THERAPEUTIC	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
13B. RECONSTRUCTIVE PROCEDURES	Depending upon where the Covered Health Service is provided, Benefits, including breast prosthesis, mastectomy bras and lymphedema stockings for the arms, will be the same as those stated under each Covered Health Service category in this Benefit Summary.
14. DIAGNOSTICS <sup>11</sup> a) Laboratory & x-ray  b) MRI, nuclear medicine, and other high tech services	a) 100% Deductible does not apply.  b) 100% after you pay a \$150 Copayment.
15. EMERGENCY CARE <sup>12, 13</sup>	100% after you pay a \$150 Copayment per visit.  If you are admitted as an inpatient to an In-Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an inpatient stay in an In-Network Hospital will apply instead.

	<b>IN-NETWORK</b>
16. AMBULANCE	<p>Ground Ambulance: 100% after you pay a \$100 Copayment.</p> <p>Air Ambulance: 100% after you pay a \$100 Copayment.</p> <p>Pre-service Notification is required for Non-Emergency Ambulance.</p>
17. URGENT, NON-ROUTINE, AFTER HOURS CARE	100% after you pay a \$75 Copayment per visit.
18. BIOLOGICALLY-BASED MENTAL ILLNESS CARE <sup>15</sup>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
<p>19. OTHER MENTAL HEALTH CARE <sup>16</sup></p> <p>a) Inpatient and Intermediate care <sup>17</sup> Must receive prior authorization through the Mental Health/Substance Abuse Designee. Benefits for Mental Health Services are limited to 45 days (or 90 partial days) per year. The treatment of Biologically Based Mental Illness is not subject to this limit.</p> <p>b) Outpatient care Must receive prior authorization through the Mental Health/Substance Abuse Designee. Benefits are limited to 20 visits or \$1,500 per year. The treatment of Biologically Based Mental Illness is not subject to this limit.</p>	<p>a) 50% Deductible does not apply When Mental Health Services are for the treatment of a Biologically Based Mental Illness, the Copayment is the same as the Copayment for any other Inpatient Stay in a Hospital.</p> <p>b) 50% Deductible does not apply When Mental Health Services are for the treatment of a Biologically Based Mental Illness, the Copayment is the same as the Copayment for Physician Office Services.</p> <p>Prior Authorization is required from the MH/SA Designee.</p>
<p>20. ALCOHOL &amp; SUBSTANCE ABUSE <sup>19</sup></p> <p>a) Inpatient care Must receive prior authorization through the Mental Health/ Substance Abuse Designee. Benefits for Substance Abuse Services are limited to diagnosis, detoxification and referral services received on an inpatient basis in a Hospital or at an Alternate Facility. The treatment of Biologically Based Mental Illness is not subject to this limit.</p> <p>b) Outpatient care Must receive prior authorization through the Mental Health/ Substance Abuse Designee. Benefits for Substance Abuse Services are limited to diagnosis, detoxification and referral services received on an outpatient basis in a provider's office or at an Alternate Facility. The treatment of Biologically Based Mental Illness is not subject to this limit.</p>	<p>a) 50% Deductible does not apply</p> <p>b) 50% Deductible does not apply</p>
<p>21. PHYSICAL, OCCUPATIONAL, &amp; SPEECH THERAPY <sup>20</sup> Benefits are subject to combined limits as follows: Physical therapy – 25 visits per year Occupational therapy – 25 visits per year Speech therapy – 25 visits per year</p> <p>Care and treatment of congenital defect and birth abnormalities for children from age 3 to age 6 are covered 20 visits each for physical, occupational and speech therapy, without regard to whether the condition is acute or chronic and without regard to whether the purpose of the therapy is to maintain or to improve functional capacity.</p>	100% after you pay a \$25 Copayment per visit.

	<b>IN-NETWORK</b>
21B THERAPEUTIC TREATMENTS - OUTPATIENT	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
22. DURABLE MEDICAL EQUIPMENT <sup>21</sup> Benefits for Durable Medical Equipment, including prosthetic devices, are limited to \$2,000 per year.  Items required by the Women's Health and Cancer Rights Act of 1998 and for prosthetic arms, legs, feet and hands are not subject to the DME limit.	80% Deductible does not apply
22A. DIABETES SERVICES Diabetes Self-Management and Training Diabetic Eye Examinations          Diabetes Self-Management Items  Benefits for diabetes equipment that meets the definition of Durable Medical Equipment are subject to the limit stated under Durable Medical Equipment.	Depending upon where the Covered Health Service is provided, Benefits for diabetes self-management and training/diabetic eye examinations will be the same as those stated under each Covered Health Service category in this benefit summary.          Depending upon where the Covered Health Service is provided, Benefits for diabetes self-management items will be the same as those stated under Durable Medical Equipment and in the Outpatient Prescription Drug Rider.
22B. PROSTHETIC DEVICES Benefits are limited to a single purchase of each type of prosthetic device. Prosthetic devices are not subject to the DME limit.  Items required by the Women's Health and Cancer Rights Act of 1998 and for prosthetic arms, legs, feet and hands are not subject to the DME limit.	80% Deductible does not apply.
23. OXYGEN	Included under Durable Medical Equipment.
24. ORGAN TRANSPLANTS <sup>22</sup>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.
25. HOME HEALTH CARE <sup>22a</sup> Limited to 60 visits per year	100% Deductible does not apply
26. HOSPICE CARE <sup>22a, 22b</sup> Included in Hospice Care is bereavement support services which will be covered for a minimum of \$1,150 during the 12-month period following the Covered Person's death.	100% Deductible does not apply
27. SKILLED NURSING FACILITY CARE <sup>23</sup>  Benefits are limited to 100 days per year.	\$50 Copayment per day.
28. DENTAL CARE – ACCIDENTAL ONLY Dental care related to accidental injury: Treatment, supplies and appliances that are needed to restore the mouth, sound natural teeth or jaws to the condition they were in immediately prior to the accident. The first dental services must be performed within 60 days of the accident unless the patient's medical condition prohibited the initial dental care from being provided within that timeframe. Only services provided within 12 months of the accident are covered.	Depending upon where the Covered Health Services is provided, Benefits for Dental care related to accidental injury treatment will be the same as those stated under each Covered Health Service category in this Benefit Summary.

	<b>IN-NETWORK</b>
29. VISION CARE	Excluded
30. CHIROPRACTIC CARE	Excluded
31. SIGNIFICANT ADDITIONAL COVERAGE SERVICES (list up to 5) a) CHILDREN'S DENTAL ANESTHESIA b) CLEFT LIP AND CLEFT PALATE c) PKU TESTING AND TREATMENT d) TELEMEDICINE e) HEARING AIDS (MINOR CHILDREN) <sup>23a</sup>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.

**PART C: LIMITATIONS AND EXCLUSIONS**

	<b>IN-NETWORK</b>
32. PERIOD DURING WHICH PRE-EXISTING CONDITIONS ARE NOT COVERED. <sup>24, 25</sup>	Six months for all pre-existing conditions for groups with less than 50 employees. For groups with 51 or more employees, the exclusion for pre-existing condition does not apply.
33. EXCLUSIONARY RIDERS. Can an individual's specific, pre-existing condition be entirely excluded from the policy?	No
34. HOW DOES THE POLICY DEFINE A "PRE-EXISTING CONDITION"?	A pre-existing condition is a condition for which medical advice, diagnosis, care or treatment was recommended or received within the last 6 months immediately preceding the date of enrollment or, if earlier, the first day of the waiting period; except that pre-existing condition exclusions may not be imposed on a newly adopted child, a child placed for adoption, a newborn, other special enrollees or for pregnancy.
35. WHAT TREATMENTS AND CONDITIONS ARE EXCLUDED UNDER THIS POLICY?	Exclusions vary by policy. List of exclusions is available immediately upon request from your carrier, agent or plan sponsor. Review them to see if a service or treatment you may need is excluded from the policy.

**PART D: USING THE PLAN**

	<b>IN-NETWORK</b>
36. Does the enrollee have to obtain a referral and/or prior notification for specialty care in most or all cases?	No
37. Is prior notification required for surgical procedures and hospital care (except in an emergency)?	Prior notification is required for selected procedures.
38. If the provider charges more for a covered service than the plan normally pays, does the enrollee have to pay the difference?	No
39. What is the main customer service number?	Prior to receiving ID card, contact your Employer Benefits Administrator After receiving ID card, contact the Customer Service Department at the toll free number listed on your ID card Sales and Marketing office – 800-516-3344
40. Whom do I write/call if I have a complaint or want to file a grievance?	Contact the Customer Service Department at toll free number listed on your ID card UnitedHealthcare National Appeals Service Center P.O. Box 659773 San Antonio, TX 78265-9773
41. Whom do I contact if I'm not satisfied with the resolution of my complaint or grievance?	Write to: Colorado Division of Insurance ICARE Section  1560 Broadway, Suite 850 Denver, CO 80202
42. To assist in filing a grievance, indicate the form number of this policy; whether it is individual, small group, or large group only or group-all sizes.	Policy Form COC.CER.H.07.CO Group-all sizes
43. Does the plan have a binding arbitration clause?	No

## **Endnotes**

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

<sup>2</sup> Out-of-Network cost sharing (deductibles, coinsurance, and out-of-pocket maximums) levels apply **ONLY IF** plan has network providers for the covered benefit and insured/member goes out of the network. Otherwise, in-network levels apply.

<sup>3</sup> “Out-of-pocket maximum” refers to the maximum amount the insured/member will have to pay for allowable covered expenses under a health plan, which includes the deductible, coinsurance and copays, as specified. The deductible and copays for prescription drugs, however, are not applied to the out-of-pocket maximum. Under this basic plan, copays for other than prescription drugs are applied to the out-of-pocket maximum on HMO plans only.

<sup>4</sup> However, notwithstanding the copay amounts listed in the Basic HMO Plan, under no circumstances, with the exception of the prescription drug benefit, shall the copay amount paid by the insured exceed 50% of charges for any single service.

<sup>5</sup> “Medical office visits” include physician, mid-level practitioner, and specialist visits, including the provision of injections of injectable drugs and outpatient psychotherapy visits for biologically based mental illnesses.

<sup>6</sup> See Attachment 1 for list of covered preventive services. Immunizations for children up to age 13 shall be provided in accordance with Colorado Division of Insurance Bulletin 4.24.

<sup>6a</sup> This benefit is effective for policies delivered, issued, renewed or reinstated on or after July 1, 2009. Coverage shall be provided for asymptomatic, average risk adults who are 50 years of age or older and covered persons who are at high risk for colorectal cancer, including covered persons who have a family medical history of colorectal cancer; a prior occurrence of cancer or precursor neoplastic polyps; a prior occurrence of a chronic digestive disease condition such as inflammatory bowel disease, Crohn's disease, or ulcerative colitis; or other predisposing factors as determined by the provider. Colorectal cancer screenings are covered prior to July 1, 2009; however, the requirements mandated by 10-16-104(18), C.R.S., do not apply until July 1, 2009.

<sup>6b</sup> Benefits provided for the following tests as determined by the provider to detect adenomatous polyps or colorectal cancer; modalities that are currently included in an “A” recommendation or a “B” recommendation of the U.S. Preventive Service Task Force, or any successor organization, sponsored by the Agency for Healthcare Research and Quality, the health services research arm of the federal Department of Health and Human Services.

<sup>6c</sup> For an HMO that provides health care services directly to its enrollees, a 10% copay shall be assessed. Services are covered only if they rendered by a provider who is designated by and affiliated with the HMO.

<sup>7</sup> Well baby care includes an in-hospital newborn pediatric visit and newborn hearing screening. Well-baby charges incurred during the hospital stay are covered under the mother's deductible.

<sup>8</sup> The hospital copay applies to mother and well baby together; there are not separate copays.

<sup>9</sup> Includes expendable medical supplies for the treatment of diabetes. Carriers are allowed to provide a mail order benefit or discount in the manner they do for their most frequently sold non-basic, non-standard group health benefit plan in Colorado. Additionally, as noted above in footnote 3, prescription drug benefits, are not applied to the out-of-pocket maximums. Coverage levels for injectable drugs are based on place of service (e.g., office: included under office visit copay; pharmacy: covered at appropriate copay level based on drug type).

<sup>9a</sup> Prescription drugs otherwise excluded are not covered, regardless of whether preferred generic, preferred brand name, or non-preferred.

<sup>10</sup> Inpatient care includes all physician, facility services and supplies delivered during the visit.

<sup>10a</sup> Copay includes all physician, facility services and supplies delivered during the visit.

<sup>11</sup> Includes diagnostic low dose mammography screening not otherwise covered under the list of preventive care services, as mandated by Colorado law, 10-16-104(4), C.R.S. Diagnostic services do not include therapeutic treatment.

<sup>12</sup> “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.

<sup>13</sup> Non-emergency care delivered in an emergency room is covered only if the covered person receiving such care was referred to the emergency room by his/her carrier or primary care physician. If emergency departments are used by the plan for non-emergency after hours care, then urgent care coinsurance and copays apply.

<sup>14</sup> Emergency copay is waived if patient is admitted to hospital since hospital copay would apply.

<sup>15</sup> “Biologically based mental illnesses” means schizophrenia, schizoaffective disorder, bipolar affective disorder, major depressive disorder, specific obsessive-compulsive disorder, and panic disorder. Outpatient psychotherapy visits for biologically based mental illnesses are covered at the same level as medical office visits; however, the copay amount paid by the insured/member shall not exceed 50% of the charge for any single office visit.

<sup>16</sup> Pursuant to 10-16-105(1), C.R.S., the following small employers may exclude mental health coverage from their plans: any small employer who has not provided group sickness and accident insurance to employees after July 1, 1989, and any small employer who has provided group sickness and accident from a person or entity licensed pursuant to 10-3-903.5, C.R.S., that did not include mental health coverage after July 1, 1989. However, carriers allowing for such an exclusion must follow all the relevant provisions of 10-16-105(2), C.R.S., relating to such an exclusion.

<sup>17</sup> The day cost of residential care must be less than or equal to the cost of a partial day of hospitalization. Each two days of residential or partial hospital care counts as one day of inpatient care.

<sup>18</sup> Carriers shall also offer alcoholism coverage pursuant to 10-16-104(9), C.R.S., as may be amended.

<sup>19</sup> Federally-qualified HMOs shall comply with the alcohol and drug abuse benefit for federally qualified HMOs pursuant to 42 C.F.R., Section 417.101 (a)(5).

<sup>20</sup> Coverage for medically necessary therapeutic treatment only; benefits will not be paid for maintenance therapy after maximum medical improvement achieved, except as required by law for children under 6 years of age. The services covered and the benefits provided for children under 6 years of age must be in accordance with the requirements of 10-16-104, C.R.S., subsection (1.3) and (1.7).

<sup>21</sup> Coverage for lesser of purchase or rental price for medically necessary durable medical equipment. DME includes, but is not limited to, home-administered oxygen and reusable equipment for the treatment of diabetes. The cost of prosthetics does not apply to the annual DME maximum. The benefit level for prosthetic devices for arms or legs or parts thereof shall be as required by 10-16-104(14), C.R.S. Repair or replacement of defective equipment is covered at no additional charge; repair and replacement needed because of normal usage is covered, but repair and replacement needed due to misuse/abuse by the insured is **not** covered.

<sup>22</sup> Transplants will be covered only if they are medically necessary and meet clinical standards for the procedure.

<sup>22a</sup> Covered services are defined in Colorado Insurance Regulation 4-2-8.

<sup>22b</sup> Although the number of days for this benefit is not limited, ancillary services, such as bereavement, shall be provided consistent with Colorado Insurance Regulation 4-2-8.

<sup>23</sup> Coverage for medically necessary skilled nursing facility care only. Benefits will not be paid for custodial care or maintenance care or when maximum medical improvement is achieved and no further significant measurable improvement can be anticipated.

<sup>23a</sup> As of January 1, 2009, hearing aids for dependent children under the age of 18 are covered in compliance with 10-16-104(19), C.R.S. The coverage includes the initial assessment, fitting, adjustments, and the required auditory training. Initial hearing aids and replacement hearing aids are not covered more frequently than every five (5) years; however, a new hearing aid is covered when alterations to the existing hearing aid cannot adequately meet the needs of the child. Hearing aids are not considered to be durable medical equipment. Benefits shall be provided in the same manner as the same types of services for other covered conditions and are determined by where the hearing aid is accessed (i.e. an office visit copay will apply if the hearing aid is provided as part of an office visit). Hearing aids are subject to utilization review as provided in 10-16-112, 10-16-113 and 10-16-113.5, C.R.S.

<sup>24</sup> “Waiver of pre-existing condition exclusions”. State law requires carriers to waive some or all of the pre-existing condition exclusion period based on other coverage the insured/member recently may have had.

<sup>25</sup> The plan shall waive any time period applicable to a pre-existing condition limitation period for the period of time and individual was covered by creditable coverage, if such creditable coverage was continuous to a date not more than ninety days prior to the effective date of the new coverage. Any waiting period before the effective date of the new coverage applied by the employer or the carrier shall not be considered a lapse of coverage and shall count toward satisfying any applicable pre-existing condition limitation.

<sup>25a</sup> Dental care related to accidental injury: treatment, supplies and appliances that are needed to restore the mouth, sound natural teeth or jaws to the condition they were in immediately prior to the accident. The first dental services must be performed within 60 days of the accident unless the patient's medical condition prohibits the initial dental care from being provided within that timeframe. Only services provided within 12 months of the accident are covered.

<sup>25b</sup> As of January 1, 2009, only hearing aids for dependent children under the age of 18 are covered in compliance with 10-16-104(19), C.R.S.

<sup>26</sup> Except that, if a workers' compensation policy is in place (although not required by state labor law), the workers' compensation policy, not this plan, is responsible for medical benefits for work-related illnesses and injuries. Also, if this plan is a federally qualified HMO plan, proof of workers' compensation coverage, if such coverage is required by law, may be required as a condition of coverage *if* such proof is required on the HMO's other small employer plans.

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF 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 THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM THE INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

UNITEDHEALTHCARE HAS PREPARED AND MAINTAINS A NETWORK ACCESS PLAN THAT DESCRIBES HOW THE PLAN MONITORS THE NETWORK OF PROVIDERS TO ENSURE THAT YOU HAVE ACCESS TO NETWORK PROVIDERS. THE ACCESS PLAN ALSO HAS INFORMATION ON THE REFERRAL PROCESSES, COMPLAINT PROCEDURES, QUALITY PROGRAMS AND EMERGENCY SERVICES COVERAGE PROVISIONS. THE NETWORK ACCESS PLAN IS AVAILABLE AT THE PLAN'S OFFICE: 8051 E. MAPLEWOOD AVENUE, SUITE 300, GREENWOOD VILLAGE, CO, 80111 OR CALL (800) 842-4509.

## EXCLUSIONS AND LIMITATIONS

Except as may be specifically provided in Section 1 of your Certificate of Coverage (COC) or through a Rider to the Policy, the following are not covered:

### A. Alternative Treatments

Acupressure; acupuncture; aromatherapy; hypnotism; massage therapy; rolfing; art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to osteopathic care for which Benefits are provided as described in Section 1 of the COC.

### B. Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia) except as described under Cleft Lip and Cleft Palate Treatment in Section 1 of the COC. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in Section 1 of the COC. This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Policy, limited to: Transplant preparation; prior to initiation of immunosuppressive drugs; the direct treatment of cancer or cleft palate. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Preventive care, diagnosis, treatment of or related to the teeth, jawbones or gums. Examples include: extraction, restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in Section 1 of the COC. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Cleft Lip and Cleft Palate Treatment and Dental Services – Accident Only in Section 1 of the COC. Dental braces (orthodontics) except as described under Cleft Lip and Cleft Palate Treatment in Section 1 of the COC. Treatment of congenitally missing, malpositioned, or supernumerary teeth, even if part of a Congenital Anomaly except as described under Cleft Lip and Cleft Palate Treatment in Section 1 of the COC.

### C. Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics, cranial banding and some types of braces, including over-the-counter orthotic braces. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; home coagulation testing equipment; non-wearable external defibrillator; trusses; ultrasonic nebulizers; and ventricular assist devices. Devices and computers to assist in communication and speech except for speech aid prosthetics and tracheo-esophageal voice prosthetics. Oral appliances for snoring. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

### D. Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

### E. Experimental, Investigational or Unproven Services

Experimental or Investigational and Unproven Services and all services related to Experimental or Investigational and Unproven Services are excluded. The fact that an Experimental or Investigational or Unproven Service, treatment, device or pharmacological regimen is the only available treatment for a particular condition will not result in Benefits if the procedure is considered to be Experimental or Investigational or Unproven in the treatment of that particular condition. This exclusion does not apply to a prescribed drug if the drug has been approved by the Food and Drug Administration (FDA) as an "investigational new drug for treatment use"; or if it is a drug classified by the National Cancer Institute as a Group C cancer drug when used for treatment of a "life threatening disease" as that term is defined in FDA regulations.

### F. Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet or subluxation of the foot. Shoes; shoe orthotics; shoe inserts and arch supports.

### G. Medical Supplies

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: elastic stockings, ace bandages, gauze and dressings, urinary catheters. This exclusion does not apply to: Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC. Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC. Tubing and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in Section 1 of the COC.

### H. Mental Health/Substance Abuse

Inpatient and outpatient mental health services are not covered except for care for schizophrenia, schizoaffective disorder, bipolar affective disorder, major depressive disorder, specific obsessive compulsive disorder, and panic disorder, which shall be covered as any other physical illness. Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Mental

Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis. Treatment for conduct and impulse control disorders, personality disorders, paraphilias and other Mental Illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Designee. Services utilizing methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol, Cyclazocine, or their equivalents). Treatment provided in connection with or to comply with involuntary commitments, police detentions, court ordered treatment and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Designee. Services or supplies for the diagnosis or treatment of Mental Illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Designee, are any of the following: Not consistent with prevailing national standards of clinical practice for the treatment of such conditions. Not consistent with prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome. Typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective. Not consistent with the Mental Health/Substance Abuse Designee's level of care guidelines or best practices as modified from time to time. The Mental Health/Substance Abuse Designee may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

### I. Nutrition

Individual and group nutritional counseling. This exclusion does not apply to medical nutritional education services that are provided by appropriately licensed or registered health care professionals when both of the following are true: Nutritional education is required for a disease in which patient self-management is an important component of treatment. There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional. Enteral feedings, even if the sole source of nutrition except for the first 31 days of life. Benefits for medical foods associated with PKU are described under the Outpatient Prescription Drug Rider. Infant formula and donor breast milk. Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).

### J. Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; electric scooters; exercise equipment; home modifications such as elevators, handrails and ramps; hot tubs; humidifiers; Jacuzzis; mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; stair lifts and stair glides; strollers; safety equipment; speech generating devices; treadmills; vehicle modifications such as van lifts; video players, whirlpools.

### K. Physical Appearance

Cosmetic Procedures. See the definition in Section 9 of the COC. Examples include: pharmacological regimens, nutritional procedures or treatments. Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures). Skin abrasion procedures performed as a treatment for acne. Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple. Treatment for skin wrinkles or any treatment to improve the appearance of the skin. Treatment for spider veins. Hair removal or replacement by any means. Replacement of an existing breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Note: Replacement of an existing breast implant is considered reconstructive if the initial breast implant followed mastectomy. See Reconstructive Procedures in Section 1 of the COC. Treatment of benign gynecomastia (abnormal breast enlargement in males). Breast reduction except as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded.

### L. Preexisting Conditions

Benefits for the treatment of a Preexisting Condition are excluded until the earlier of the following: The date you have had Continuous Creditable Coverage for 6 months; or the date you have had Continuous Creditable Coverage for 18 months if you are a Late Enrollee. This exclusion does not apply to newborn children or newly adopted children under the age of 18, including a child placed for adoption. This exclusion for newborn and adopted children no longer applies after the end of the first 90-day period during which the child has not had Continuous Creditable Coverage. Pregnancy is not considered a Preexisting Condition, as indicated in the definition of Preexisting Condition in Section 9 of the COC.

### M. Procedures and Treatments

Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Speech therapy except as described under Rehabilitation Services – Outpatient Therapy in Section 1 of the COC; therapy for the care and treatment of congenital defect and birth abnormalities for children from age 3 to age 6 are covered, without regard to whether the condition is acute or chronic and without regard to whether the purpose of the therapy is to maintain or to improve functional capacity; or as described under Cleft Lip and Cleft Palate Treatment in Section 1 of the COC. Outpatient rehabilitation services, except as described under Rehabilitation Services – Outpatient Therapy (Congenital Defects and Birth Abnormalities) in Section 1 of the COC. Examples include cardiac rehabilitation therapy, pulmonary rehabilitation therapy, chiropractic treatment, post-cochlear implant aural therapy and vision therapy. Psychosurgery. Sex transformation operations. Physiological modalities

and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Chiropractic treatment (the therapeutic application of chiropractic manipulative treatment with or without ancillary physiological treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic injury, dislocation, tumors or cancer. Orthognathic surgery, jaw alignment and treatment for the temporomandibular joint, except as a treatment of obstructive sleep apnea. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs.

#### **N. Providers**

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography. Foreign language and sign language interpreters.

#### **O. Reproduction**

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Fetal reduction surgery.

#### **P. Services Provided under another plan**

Health services for which other coverage is required by federal, state or local law to be purchased or provided through other arrangements. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness, or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

#### **Q. Transplants**

Health services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Policy.) Health services for transplants involving permanent mechanical or animal organs.

#### **R. Travel**

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even though prescribed by a Physician. Some travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at our discretion.

#### **S. Types of Care**

Multi-disciplinary pain management programs provided on an inpatient basis. Custodial care; domiciliary care. Private duty nursing. This means nursing care that is provided to a patient on a one-to-one basis by licensed nurses in an inpatient or home setting when any of the following are true: no skilled services are identified; skilled nursing resources are available in the facility; the skilled care can be provided by a Home Health Agency on a per visit basis for a specific purpose. Respite care, except as described under Hospice Care in Section 1 of the COC; rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

#### **T. Vision and Hearing**

Purchase cost and fitting charge for eye glasses and contact lenses. Routine vision examinations, including refractive examinations to determine the need for vision correction. Implantable lenses used only to correct a refractive error (such as Intacs corneal implants). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchor Hearing Aids (BAHA) and all other hearing assistive devices. This exclusion does not apply to hearing aids for minor children as described under Hearing Aids (Minor Children). Eye exercise therapy. Surgery that is intended to allow you to see better without glasses or other vision correction. Examples include radial keratotomy, laser, and other refractive eye surgery.

#### **U. All Other Exclusions**

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Policy when: required solely for purposes of career, school, sports or camp, travel, employment, insurance, marriage or adoption. Related to judicial or administrative proceedings or orders. Conducted for purposes of medical research; required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. Health services received after the date your coverage under the Policy ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Policy ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Policy. Charges in excess of Eligible Expenses or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Services and supplies solely for the treatment of intractable pain,

including but not limited to services provided by a pain management specialist. For purposes of this exclusion, "pain management" means a pain state in which the cause of the pain cannot be removed and which, in the generally accepted course of medical practice, no relief or cure of the cause of the pain is possible, or none has been found after reasonable efforts including, but not limited to, evaluation by the attending physician and one or more Physicians specializing in the treatment of the area, system, or organ of the body perceived as the source of pain. Consultation provided by a provider by telephone or facsimile except as required by Colorado law. Routine mammography screening and prostate screening are not covered.

**Attachment 1**

<b>Covered Preventive Services <sup>1</sup></b>	
All Persons	1 smoking cessation education program benefit under physician supervision or as authorized by plan per lifetime, not to exceed \$150 payment by insurer.
	Chicken pox vaccination for all persons who have not had chicken pox.
Females	Full cost of cervical cancer vaccine <sup>1a</sup>
All Children	Immunizations. Immunization deficient children are not bound by “recommended ages”.
Age 0-12 months	1 newborn home visit during first week of life if newborn released from hospital less than 48 hours after delivery.
	6 well-child visits <sup>2</sup>
	1 PKU
Age 13-35 months	3 well-child visits
Age 3-6	4 well-child visits
Age 7-12	4 well-child visits
Age 13-18	1 age appropriate health maintenance visit <sup>3</sup> every year
	1 Td
	Females: screening pap smears not to exceed 1 per year
	1 hepatitis B vaccination if not given previously

- 1** Not all preventive services and screenings are specifically listed, but the list is considered to include all services and screenings deemed to be preventive by the Federal Department of the Treasury for HSA (health savings account) compliant plans.
- 1a** Age limitations as recommended by the U.S. Department of Health and Human Services’ Advisory Committee on Immunization Practices.
- 2** "Well-child visit" means a visit to a primary care provider that includes the following elements: age appropriate physical exam (but not a complete physical exam unless this is age appropriate), history, anticipatory guidance and education (e.g., examine family functioning and dynamics, injury prevention counseling, discuss dietary issues, review age appropriate behaviors, etc.), and growth and development assessment. For older children, this also includes safety and health education counseling. The schedule of these visits, through age 12, is based on the recommendations of the American Academy of Pediatrics.
- 3** “Age appropriate health maintenance visit” means an exam which includes the following components: age appropriate physical exam (but not a complete physical exam unless this is age appropriate), history, anticipatory guidance and education (e.g., examine family functioning and dynamics, discuss dietary issues, review health promotion activities of the patient, etc.), and exercise and nutrition counseling (including folate counseling for women of child bearing age).

Age 19-39	1 Td every ten years
	1 age appropriate health maintenance visit every three years
	1 fasting lipid panel
	Females ages 35-39: 1 baseline screening mammogram and clinical breast exam <i>(Mammograms are not covered under the Basic Limited Mandate Health Benefit Plans and the Basic HSA Limited Mandate Health Benefit Plans.)</i>
	Females: screening pap smears not to exceed 1 per year
Age 40-64	1 Td every ten years
	1 fasting lipid panel every five years
	Either annual fecal occult blood testing or 2 colorectal visualizations between ages 50 and 75 <sup>4</sup>
	1 age appropriate health maintenance visit every 24 months
	Females ages 40-49: 1 screening mammogram and clinical breast exam every 2 years (annually, if high risk) <i>(Mammograms are not covered under the Basic Limited Mandate Health Benefit Plans and the Basic HSA Limited Mandate Health Benefit Plans.)</i>
	Females ages 50-64: 1 screening mammogram and clinical breast exam every 12 months <i>(Mammograms are not covered under the Basic Limited Mandate Health Benefit Plans and the Basic HSA Limited Mandate Health Benefit Plans.)</i>
	Females: screening pap smears not to exceed 1 per year
	Males: Prostate screening as specified in state law <i>(Not covered under the Basic Limited Mandate Health Benefit Plans and the Basic HSA Limited Mandate Health Benefit Plans.)</i>
Age 65 and older	1 influenza immunization every year
	1 pneumococcal vaccine at or after age 65
	Females: screening pap smears not to exceed 1 per year
	1 Td every ten years
	1 age appropriate health maintenance visit every year
	Females age 65 to 74: 1 screening mammogram and clinical breast exam every 12 months <i>(Mammograms are not covered under the Basic Limited Mandate Health Benefit Plans and the Basic HSA Limited Mandate Health Benefit Plans.)</i>
	Either annual fecal occult blood testing or 2 colorectal visualizations between ages 50 and 75 <sup>4</sup>
	Males: Prostate screening as specified in state law <i>(Not covered under the Basic Limited Mandate Health Benefit Plans and the Basic HSA Limited Mandate Health Benefit Plans.)</i>

- 4 For policies delivered, issued, renewed or reinstated on or after July 1, 2009, the following colorectal screening services shall be provided: In compliance with §10-16-104(18), C.R.S., coverage shall be provided for the preventive health care services for asymptomatic, average risk adults who are 50 years of age or older and covered persons who are at high risk for colorectal cancer, including covered persons who have a family medical history of colorectal cancer; a prior occurrence of cancer or precursor neoplastic polyps; a prior occurrence of a chronic digestive disease condition such as inflammatory bowel disease, Crohn's disease, or ulcerative colitis; or other predisposing factors as determined by the provider. Colorectal cancer screenings are covered prior to July 1, 2009; however, the requirements mandated by §10-16-104(18), C.R.S., do not apply until July 1, 2009.

Benefits are provided for the following tests as determined by the provider that detect adenomatous polyps or colorectal cancer: modalities that are currently included in an "A" recommendation or a "B" recommendation of the U.S. Preventive Services Task Force, or any successor organization, sponsored by the Agency for Healthcare Research and Quality, the health services research arm of the federal Department of Health and Human Services.

Coverage shall not be subject to policy deductibles, but copayments and/or coinsurance will apply as specified. For an HMO that provides health care services directly to its enrollees, a 10% copay shall be assessed. Services are covered only if they are rendered by a provider who is designated by and affiliated with the HMO.