

DENVER HEALTH MEDICAL PLAN, INC.

SIGNATURE SHEET

(Groups with 51+ Lives)

The attached Member Handbook (Denver Medical Care) (Exhibit 1), including any amendments thereto, which constitutes the applicable Evidence of Coverage, including the Schedule of Benefits and Copayment Schedules therein, all applicable Riders, all applications by the Subscribing Group and Subscribers, this Signature Sheet and any Amendments thereto, and the attached Performance Guarantees (Exhibit 2), collectively constitute the HMO Contract ("HMO Contract") between Denver Health Medical Plan, Inc. ("DHMP"), and the Subscribing Group named below for the provision of health care benefits to eligible persons electing to enroll hereunder as Members.

1. SUBSCRIBING GROUP.

- (a) The name, address and group number of the Subscribing Group are as follows:

City and County of Denver ("City"), Career Service Authority
201 West Colfax Ave., Dept. 412
Denver, CO 80202
Group number: CSA PLAN A, 99994444.

- (b) The following entities which are affiliated with the Subscribing Group shall be deemed to be included within the Subscribing Group for the purposes of the HMO Contract: N/A

2. EFFECTIVE DATE AND TERM. The HMO Contract shall be effective as of 12:01 a.m., Denver time on January 1, 2012, ("Effective Date") and shall remain in effect until 11:59 p.m., Denver time on December 31, 2012, subject to the terms and conditions set forth in the HMO Contract.

3. COVERAGE.

- (a) Plan Type: Denver Medical Care.
- (b) Evidence Of Coverage Edition Date: January 1, 2012.
- (c) Copayment Schedule Edition Date: January 1, 2012.
- (d) Optional Benefits: See the attached DHMP Member Handbook(s).

4. **MONTHLY PREMIUMS.**

The undersigned Subscribing Group shall pay the monthly premiums to DHMP, as indicated on the attached Monthly Premium Schedule, which Monthly Premium Schedule is included at Attachment A and is made part of this HMO Contract.

The monthly processing dates:

1st Premiums due for current month. Grace period for premiums due begins. Standard grace period is thirty-one (31) days. On the tenth (10th) day following the premium due date, coverage will lapse and claims are suspended. 30th. Lapse notice sent if premium payment has not been received by DHMP.

Cancellation notice will be mailed at least four (4) business days following the end of the grace period. Premium payment is due within ten (10) days of the date of the cancellation notice or policy will be cancelled.

Coverage may be reinstated after notice of cancellation has been sent by making payment within ten (10) days of the date of the cancellation notice.

Payments should be sent to: Denver Health Medical Plan, Inc.
777 Bannock Street, MC 6000
Denver, Colorado 80204
Attn: Manager of Finance

The Subscribing Group shall notify DHMP of enrollments, terminations or other changes within ninety (90) days. DHMP will not accept retroactive additions or terminations after ninety (90) days. No adjustment in premium(s) or coverage shall be granted by DHMP to the Subscribing Group for more than ninety (90) days of coverage prior to the date DHMP was notified of the change.

In the event of a conflict between the terms of the enrollment form and the terms of the applicable Member Handbook, the terms of the applicable Member Handbook shall prevail.

5. **ELIGIBILITY.**

The following conditions of enrollment and eligibility shall be applicable to Subscribing Group in addition to the conditions specified in the attached Member Handbook(s). To the extent that any of the following conditions contradict those stated in the attached Member Handbook(s), the following shall prevail:

Eligibility Rules: Required regular work each week for Subscribing Group: 20 hours per week or greater, unless the Eligible Employee is a retired member of DERP.

New hire waiting period: Employees and dependents are eligible on the first day of the month which follows the employee's initial date of employment.

6. **UNDERWRITING CONDITIONS.** The Subscribing Group agrees that the underwriting conditions listed below exist as of the effective date in Paragraph 2 above, and agrees that all such underwriting conditions shall continue to be met at all times while the HMO Contract is in effect.
- (a) Employer has the right to determine the percentage of premium it will pay on behalf of its employees. Employer agrees to inform DHMP of its percentage of premium contribution at or near the time of enrollment for underwriting purposes.
 - (b) Non-emergency healthcare services obtained by Eligible Employees and dependents outside of the DHMP service area or from a provider who is not a participating provider in the DHMP network may not be covered. To help ensure proper coverage, Eligible Employees and dependents should obtain all of their non-emergency healthcare services within the DHMP approved service area, and from a DHMP participating provider, unless otherwise agreed to or approved by DHMP. Eligible Employees should refer to the applicable Member Handbook for additional information and requirements.
 - (c) All Eligible and participating Employees must be scheduled to regular work, a minimum of twenty (20) hours, unless otherwise stated in Paragraph 5 above.
7. **OPEN ENROLLMENT PROVISIONS.** The Group Open Enrollment Period shall end at least thirty (30) days prior to the new enrollment period with all required enrollment documentation received by DHMP Member Services.

All information should be sent to:

Denver Health Medical Plan, Inc.
Attn: Member Services
777 Bannock St. MC 6000
Denver, Colorado 80204-4507

Subscribers must either complete and sign an approved enrollment application or enroll through the City's online enrollment process in order to be eligible for enrollment with DHMP.

Subscribing Group shall provide DHMP with an electronic member enrollment report on a weekly basis to permit DHMP to verify member enrollment data.

8. **TERMINATION.** The HMO Contract may be terminated by the Subscribing Group on the anniversary of the Effective Date, upon thirty (30) days' advance written notice to DHMP or the first to occur of the following:
- (a) At any time by order of the Colorado Commissioner of Insurance;

- (b) By DHMP, at any time, ten (10) days after the date of the cancellation notice pursuant to Paragraph 4. Coverage will continue through the end of the period for which premiums have been paid;
- (c) By DHMP, upon thirty (30) days' advance written notice, if any underwriting condition listed in Paragraph 6 is not being met;
- (d) By DHMP, at any time, upon thirty (30) days' advance written notice, due to fraud or intentional misrepresentation of material fact on the part of Subscribing Group with respect to health benefit plan coverage;
- (e) By DHMP, upon the occurrence of any terminating event, and with such advance notices, as provided in Section 10-16-201.5 C.R.S., and applicable regulations, as the same may be amended from time to time, or successor statute or regulations of similar tenor and effect; or
- (f) By DHMP, should it discontinue to offer its large group health plans in accordance with C.R.S. §10-16-201.5(6).

Subscribing Group may renew coverage subject to underwriting conditions, the eligibility requirements, and the other terms and conditions of DHMP in effect at the time of renewal. Renewal is also subject to DHMP's right to discontinue offering its large group health plan and to the other terms and conditions contained or referenced herein.

- 9. **DISPUTE RESOLUTION PROCESS.** Neither the Group nor DHMP may initiate litigation to resolve any dispute without first attempting to resolve the dispute with the other party. The Parties agree to meet in a good faith and collaborative effort to resolve the dispute, pursuant to the process specified in Article 4.10 of the Amended and Restated Operating Agreement between the City and County of Denver and Denver Health and Hospital Authority (DHHA).
- 10. **GOVERNING LAW AND VENUE; DAMAGES LIMITATION.** The HMO Contract shall be governed and construed in accordance with laws of the State of Colorado. Any action or legal proceeding commenced or maintained by Subscribing Group or any employee or DHMP Member relating to or arising out of this HMO Contract or health plan must be exclusively venued in a court of competent jurisdiction located in the City and County of Denver, Colorado. Subscribing Group, for itself and on behalf of its employees and their dependents who are covered individuals under this HMO Contract, agrees and consents to such venue and the subject matter and personal jurisdiction of such court located within Denver, Colorado. No court is empowered to award punitive damages or damages in excess of compensatory damages.
- 11. **AMENDMENT.** This Signature Sheet may be amended by mutual consent of DHMP and the Subscribing Group, unless such amendment is required by a change in law, in which case such amendment shall be made upon ninety (90) days advance written notice to the Subscribing Group. Further, this Signature Sheet may be amended solely by

DHMP at renewal pursuant to C.R.S. 10-16-214(3)(a)(IV) if all large groups covered by the same DHMP health plan are uniformly modified.

12. **INDEMNIFICATION.** DHMP shall, to the extent permitted by Colorado law, defend and indemnify the City with respect to any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred solely as a result of any of the following: DHMP's breach of this Agreement, from breach of any fiduciary responsibility that DHMP may have under applicable law, or as a result of other negligent act of DHMP which was the sole cause of the claim. This obligation to defend or indemnify does not extend to claims or causes of action against DHMP or City based in whole or in part on the acts, representations, or omissions of the City or other third party.

DHMP's obligation to defend and indemnify shall apply only to lawsuits in which both the City and DHMP are named defendants. In discharging its obligation to defend as set forth above, DHMP's counsel shall represent the interests of both DHMP and the City. With respect to any such lawsuit, DHMP shall keep the City informed of all significant developments and shall receive and consider any legal advice offered by the City. The City shall provide DHMP with reasonable notice of any actual or threatened action which may be indemnifiable pursuant to this Section.

Neither DHMP nor DHHA waives any rights under the Colorado Governmental Immunity Act or any other provision of Colorado State law.

13. **AGENCY.** The City is not DHMP's agent or representative, and the City shall not be liable for any acts or omissions of DHMP's officers, agents or employees.
14. **APPROPRIATION.** Notwithstanding any other term or condition or covenant of this Agreement, it is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this agreement in the year in which the obligation is incurred, encumbered for the purpose of this agreement and paid into the Treasury of the City. DHMP acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The maximum contract amount for the City's obligation under this Agreement during the Term of January 1, 2012 through and including December 31, 2012, shall not exceed Three Million Eight-Hundred Thousand Dollars (\$3,800,000.00), without amendment of this Agreement.

15. **PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

This Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and DHMP is liable for any violations as provided in the Certification Statute.

DHMP certifies that, at the time of the execution of the Agreement, DHMP does not knowingly employ or contract with an illegal alien and that it has, through its parent

organization DHHA, confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the federal E-Verify program (see www.uscis.gov and www.uscis.gov/files/nativedocuments/E4_english.pdf) or the State of Colorado Department of Labor and Employment Program (the “**Department Program**”) (see http://www.colorado.gov/dpa/dfp/sco/contracts/Unauthorized_Immigrants.htm), as defined in § 8-17.5-101(1).

DHMP shall also comply with the following provisions:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to DHMP that the sub-consultant shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment of all employees who are newly hired for employment in the United States through participation in the E-Verify program or the State of Colorado Department of Labor and Employment Program.

(4) It is prohibited from using the E-Verify Program or the State of Colorado Department of Labor and Employment Program to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three days. DHMP will also then terminate such sub-consultant or subcontractor if within three days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.”.

16. **CONFIDENTIAL INFORMATION.** DHMP shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any City information which is not subject to public disclosure, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder as amended (“HIPAA”), the trade secrets of businesses or entities doing business with the City, the data contained in any of the data bases of the City, and other privileged or confidential information. This provision shall not prevent DHMP from using information as needed for the normal operation of a health maintenance organization, including but not limited to, quality assurance reviews, utilization management, claims processing, and any reporting or auditing required by the Colorado Division of Insurance or any other governmental agencies having jurisdiction over DHMP. This obligation shall survive the termination of

this Agreement. DHMP shall advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. Further DHMP shall provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is given.

17. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, DHMP agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.
18. **COLORADO GOVERNMENTAL IMMUNITY ACT.** The parties hereto understand and agree that both are relying upon, and have not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*
19. **AUDIT.** DHMP agrees that it will keep and preserve for at least six (6) years all directly pertinent books, documents, papers and records of DHMP involving transactions related to this Agreement, and that it will give the City's authorized representatives access during reasonable hours to examine and/or copy such books and records, subject to applicable state and federal confidentiality laws.
20. **VALIDITY.** The unenforceability or invalidity of any part of this Agreement shall not affect the enforceability and validity of the other terms and conditions of this Agreement.
21. **CITY EXECUTION OF AGREEMENT.** This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it is approved by Denver City Council and fully executed by all signatories of the City and County of Denver.
22. **COUNTERPARTS.** This Signature Sheet may be executed in two or more counterparts, each of which shall constitute an original but all of which shall constitute one and the same document.

{THE REMAINDER OF THIS PAGE IS BLANK}



August 19, 2011

Bruce Backer
Career Services Authority
Department 412 (4th Floor)
201 W. Colfax Ave.
Denver, CO 80202

Dear Bruce,

Below you will find the final rates for 2012. No benefit changes were made. These rates are have been approved by the Division of Insurance and DO include a provision for the Cover Colorado assessment.

2012 Rates with 7.6% increase NO benefit changes

Denver Health Medical Plan, Inc. Draft Rates for Calendar Year 2012 DOI Approved	
Employee	\$513.27
Employee & Spouse	\$1,065.68
Employee & Child(ren)	\$827.27
Employee and Family	\$1,476.20

If you have any questions or need additional information please contact me at 303-602-2065 or Laurie.Goss@dhha.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurie Goss', written over a horizontal line.

Laurie Goss
Commercial Program Manager

Contract Control Number:

Vendor Name:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By _____,
_____, Clerk and
Recorder, Ex-Officio Clerk
of the City and County of Denver

By _____

Mayor

APPROVED AS TO FORM:

David R. Fine
City Attorney for the
City and County of Denver

By _____
Assistant City Attorney

RECOMMENDED AND APPROVED

By 

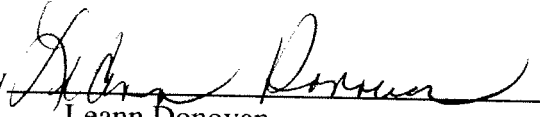
Director, Career Service Authority

REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No. CE01137

By _____
Auditor

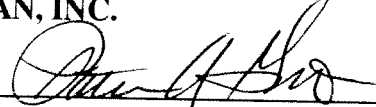
**DENVER HEALTH MEDICAL
PLAN, INC.**
Tax (IRS) Identification No. 84 1354846

By 

Leann Donovan
Executive Director

Date 11/10/11

**DENVER HEALTH MEDICAL
PLAN, INC.**

By 

Patricia A. Gabow, M.D.
Vice Chairperson

Date 11/14/11

EXHIBIT 1

MEMBERSHIP HANDBOOK

**2012 Colorado Health Plan Benefit Description Form
Denver Health Medical Plan, Inc.
Denver Medical Care
CSA and DERP Non-Medicare Primary**

Part A: TYPE OF COVERAGE

1. TYPE OF PLAN	Health Maintenance Organization (HMO)
2. OUT-OF-NETWORK CARE COVERED?¹	Only for emergency and urgent care.
3. AREAS OF COLORADO WHERE PLAN IS AVAILABLE	Plan is available only in the following areas: Denver, Jefferson, Arapahoe and Adams counties. (This refers to the employer offering the plan not where the members live.)

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 Member Handbook, 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 authorization, a referral from your primary care physician, or use of specified providers or facilities). Consult the Member Handbook to determine the exact terms and conditions of coverage. Copayment options reflect the amount the covered person will pay.

	In-Network	Out-of-Network
4. DEDUCTIBLE TYPE²	Not applicable.	Not applicable.
4a. ANNUAL DEDUCTIBLE^{2a} a) [Individual] [Single] ^{2b} b) [Family] [Non-single] ^{2c}	Not applicable.	Not applicable
5. OUT-OF-POCKET ANNUAL MAXIMUM³ a) Individual b) Family c) Is deductible included in the out-of-pocket maximum?	a) No out-of-pocket maximum b) No out-of-pocket maximum c) No out-of-pocket maximum	No out-of-pocket maximum
6. LIFETIME OR BENEFIT MAXIMUM PAID BY THE PLAN FOR ALL CARE	No lifetime maximum	Not covered
7A. COVERED PROVIDERS	Denver Health and Hospital Authority providers, Columbine Chiropractic, and Denver Health Medical Center. See provider directory for a complete list of current providers.	Not covered
7B. With respect to network plans, are all the providers listed in 7A accessible to me through my primary care physician?	Yes.	Not applicable

	In-Network	Out-of-Network
8. MEDICAL OFFICE VISITS⁴ a) Primary Care Providers b) Specialists	a) \$35 copay b) \$50 copay	Not covered
9. PREVENTIVE CARE a) Children b) Adults	a) \$0 copay b) \$0 copay	Not covered
Preventive screenings including but not limited to: Colo-rectal screening Mammograms Lipid Disorders Osteoporosis <i>Includes all preventive care according to US Preventive Task Force A and B Items.</i>	\$0 copay	Not covered
10. MATERNITY a) Prenatal care b) Delivery & inpatient well baby care ⁵	a) \$35 copay per visit b) \$500 copay per admission	Not covered
11. PRESCRIPTION DRUGS⁶ Level of coverage and restrictions on prescriptions	<p><i>If prescription is filled at a Denver Health Pharmacy (30-day supply):</i> \$15 copay for generic \$25 copay for brand name drugs \$45 copay for non-formulary drugs \$8 copay for certain maintenance drugs to treat diabetes, asthma, blood pressure and cholesterol.</p> <p><i>Denver Health Pharmacy Delivery by Mail (90-day supply):</i> \$30 copay for generic \$50 copay for brand name drugs \$90 copay for non-formulary drugs \$16 copay for certain maintenance drugs to treat diabetes, asthma, blood pressure and cholesterol.</p> <p><i>If prescription filled at a non-Denver Health Pharmacy (30-day supply):</i> \$25 copay per prescription for generic drugs \$45 copay per prescription for brand name drugs \$65 copay per prescription for non-formulary drugs</p> <p>For drugs on our approved list, contact Member Services at (303) 602-2100.</p>	Not covered
12. INPATIENT HOSPITAL	\$1,000 copay per admission Pre-authorization required	Not covered
13. OUTPATIENT/ AMBULATORY SURGERY	\$350 copay Pre-authorization required	Not covered

	In-Network	Out-of-Network
14. DIAGNOSTICS a) Laboratory & x-ray b) MRI or PET scan	a) \$0 copay b) \$200 copay	Not covered
14a. OTHER DIAGNOSTIC AND THERAPEUTIC SERVICES a) Sleep study b) Radiation therapy c) Infusion therapy (includes chemotherapy) d) Injections e) Renal dialysis	a) \$400 copay b) \$10 copay per visit c) \$10 copay per visit d) \$20 copay (immunizations and other injections given by a nurse are \$0 copay) e) Covered at 100%	Not covered
15. EMERGENCY CARE^{7,8}	\$300 copay per visit (waived if admitted)	\$300 copay per visit (waived if admitted)
15a. OBSERVATION STAYS	\$300 copay (copay waived if admitted)	\$300 copay (copay waived if admitted)
16. AMBULANCE	\$450 copay per trip (<u>not</u> waived if admitted)	\$450 copay per trip (<u>not</u> waived if admitted)
17. URGENT, NON-ROUTINE SERVICES, AFTER HOURS CARE	\$100 copay per visit	\$100 copay per visit
18. BIOLOGICALLY-BASED MENTAL ILLNESS CARE AND MENTAL DISORDERS⁹	a) Inpatient: \$1,000 copay per admission. Pre-authorization required. b) Outpatient: \$50 copay per visit.	Not covered
19. OTHER MENTAL HEALTH CARE a) Inpatient care b) Outpatient care	a) Inpatient: \$1,000 copay per admission. Pre-authorization required. b) Outpatient: \$50 copay per visit.	Not covered
20. ALCOHOL & SUBSTANCE ABUSE (If not included under #18 above as a mental disorder)	a) Detoxification: \$1,000 copay per admission. Pre-authorization required. b) Inpatient: \$1,000 copay per admission. Pre-authorization required. c) Outpatient: \$50 copay per visit.	Not covered
21. PHYSICAL, OCCUPATIONAL, & SPEECH THERAPY	\$50 copay per visit. Maximum benefit is 20 visits per calendar year per type of therapy.	Not covered
22. DURABLE MEDICAL EQUIPMENT	Plan pays 70%; maximum benefit is \$2,000 per calendar year, prior authorization required.	Not covered

	In-Network	Out-of-Network
22a. HEARING AIDS	Plan pays for medically necessary hearing aids not more frequently than every 5 years. For minors under age 18, plan pays 100%. For adults age 18 and over, plan pays up to \$1,000 maximum. Prior authorization required. <i>(This does not apply to the Durable Medical Equipment maximum benefit of \$2,000 per calendar year.)</i>	Not covered
22b. PROSTHETICS	Plan pays 70%. No maximum benefit, does not apply to annual DME limit.	Not covered
22c. ORTHOTICS	Custom shoe orthotics are covered up to \$50 per calendar year. You may obtain the orthotic from any vendor but you must pay out-of-pocket and submit receipt for reimbursement.	Not covered
23. OXYGEN/OXYGEN EQUIPMENT	100% covered. Equipment covered at 70%.	Not covered
24. ORGAN TRANSPLANTS	\$1,000 copay per admission/individual plus deductible. Only covered at authorized facilities. Covered transplants include: cornea, kidney, kidney-pancreas, heart, lung, heart-lung, liver, and bone marrow for Hodgkin's, aplastic anemia, leukemia, immunodeficiency disease, neuroblastoma, lymphoma, high risk stage II and III breast cancer and Wiskott-Aldrich Syndrome only. Peripheral stem cell support is a covered benefit for the same conditions listed above for bone marrow transplants. Pre-authorization required.	Not covered
25. HOME HEALTH CARE	\$50 copay per visit for prescribed medically necessary skilled home health services. Pre-authorization required.	Not covered
26. HOSPICE CARE	100% covered. Pre-authorization required.	Not covered
27. SKILLED NURSING FACILITY CARE	100% covered. Maximum 100 days per calendar year at authorized facility. Pre-authorization required.	Not covered
28. DENTAL CARE	Not covered.	Not covered
29. VISION CARE	Routine eye exams are not covered. (Non-routine ophthalmologist appointments are covered as a specialist visit.)	Not covered
30. CHIROPRACTIC CARE	\$20 copay per visit. Maximum benefit is 20 visits per calendar year. Services must be provided by Columbine Chiropractic in order to be covered.	Not covered

	In-Network	Out-of-Network
31. SIGNIFICANT ADDITIONAL COVERED SERVICES	<p>Cochlear implants are now covered for children under age 18. The device is covered at 100%, applicable inpatient/outpatient surgery charges will apply.</p> <p>Autism: Expanded services will be available with cost sharing based on type of service.</p> <p>Additional Benefits:</p> <ul style="list-style-type: none"> • Expanded Curves Wellness program. DHMP will pay \$20 toward the monthly fee for every month that members who join Curves work out at least 8 times per month. • Jenny Craig discount; members receive a discount on enrollment and 25% off monthly program cost. • Snap Fitness discount • Weight Watchers Savings. DHMP will share the cost of Weight Watchers with members. Join Weight Watchers through DHMP and the plan will pay 35% of your cost! • eLearning module for parents-to-be. Online childbirth classes, free of charge to members. 	None

PART C: LIMITATIONS AND EXCLUSIONS

32. PERIOD DURING WHICH PRE-EXISTING CONDITIONS ARE NOT COVERED.¹⁰	Not applicable; plan does not impose limitation periods for pre-existing conditions.
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"?	Not applicable. Plan does not exclude coverage for pre-existing conditions.
35. WHAT TREATMENTS AND CONDITIONS ARE EXCLUDED UNDER THIS POLICY?	Exclusions vary by policy. A list of exclusions is available immediately upon request or see the Member Handbook. Review them to see if a service or treatment you may need is excluded from the policy.

PART D: USING THE PLAN	In-Network	Out-of-Network
36. Does the enrollee have to obtain a referral and/or prior authorization for specialty care in most or all cases?	Yes, except for emergency care, outpatient mental health, chiropractic, routine eye care, and OB-GYN.	Not covered
37. Is prior authorization required for surgical procedures and hospital care (except in an emergency)?	Yes	Not covered
38. If the provider charges more for a covered service than the plan normally pays, does the enrollee have to pay the difference?	No	Not covered
39. What is the main customer service number?	303-602-2100 or (800) 700-8140	
40. Whom do I write/call if I have a complaint or want to file a grievance? ¹¹	DHMP-Member Complaint Coordinator 777 Bannock St., MC 6000 Denver, CO 80204 303-602-2100 or (800) 700-8140	
41. Whom do I contact if I am 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 E-mail: Insurance@dora.state.co.us Fax: 303-894-7455	
42. To assist in filing a grievance, indicate the form number of this policy; whether it is individual, small group, or large group; and if it is a short-term policy.	COM-MKT-101-00	
43. Does the plan have a binding arbitration clause?	No	

Endnotes

- 1 "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)
- 2 "Deductible type" indicates whether the Deductible period is "calendar year" (Jan 1 – Dec 31) or "Benefit Year" (i.e. based on a benefit year beginning on the policy's anniversary date) or if the Deductible is based on other requirements such as "Per Accident or Injury" or "Per Confinement"
- 2a A "Deductible" means the amount you will have to pay for allowable covered expenses under a health plan during a specified time period e.g., a calendar year or benefit year) before the carrier will cover those expenses. The specific expenses that are subject to deductible may vary by policy. Expenses that are subject to deductible should be noted in boxes 8 through 31.
- 2b "Individual" means the deductible amount you and each individual covered by a non-HSA qualified policy will have to pay for allowable covered expenses before the carrier will cover those expenses. "Single" means the deductible amount you will have to pay for allowable covered expenses under an HSA-qualified health plan when you are the only individual covered by the plan.
- 2c "Family" is the maximum deductible amount that is required to be met for all family members covered by a non-HSA qualified policy and it may be an aggregated amount (e.g., "\$3,000 per family") or specified as the number of individual deductibles that must be met (e.g., "3 deductibles per family"). "Non-single" is the deductible amount that must be met by one or more family members covered by an HSA-qualified plan before any covered benefits are paid.
- 3 "Out-of-pocket maximum" means the maximum amount you will have to pay for allowable covered expenses under a health plan, which may or may not include the deductibles or copayments, depending on the contract for that plan. The specific deductibles or copayments included in the out-of-pocket maximum may vary by policy. Expenses that are applied toward the out-of-pocket maximum may be noted in boxes 8 through 31.
- 4 Medical office visits include physician, mid-level practitioner, and specialist visits, including outpatient psychotherapy visits for biologically-based mental illness and mental disorders as defined in Endnote No. 9 below.
- 5 Well baby care includes an in-hospital newborn pediatric visit and newborn hearing screening. The hospital co payment applies to mother and well baby together; there are not separate copayments unless mom and baby are discharged separately.
- 6 Prescription drugs otherwise excluded are not covered, regardless of whether preferred generic, preferred brand name, or non-preferred.
- 7 "Emergency care" means services delivered by an emergency care facility that 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.
- 8 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 copayments apply.
- 9 "Biologically based mental illnesses" means schizophrenia, schizoaffective disorder, bipolar affective disorder, major depressive disorder, specific obsessive-compulsive disorder, and panic disorder. "Mental disorders" are defined as post-traumatic stress disorder, drug and alcohol disorders, dysthymia, cyclothymia, social phobia, agoraphobia with panic disorder, general anxiety disorder, bulimia nervosa and anorexia nervosa.
- 10 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 you recently may have had. Ask your carrier or plan sponsor (e.g., employer) for details.
- 11 Grievances. Colorado law requires all plans to use consistent grievances procedures. Write the Colorado Division of Insurance for a copy of these procedures.

Prior Authorization is required for, but not limited to, the following services:

Durable medical equipment, genetic testing, home health care, including IV therapy; all hospital stays, including alcohol or substance abuse-related stays, outpatient surgery, except those procedures performed in a physician's office, non-formulary medications, skilled nursing facilities, transplant evaluations and procedures and hospice. Contact your Primary Care Physical or Specialist to request these services along with the Medical Necessity.

If you have a life or limb-threatening emergency, call 911 or go to the closest hospital emergency department or nearest medical facility.

DHMP, Inc. has an access plan which will be made available to members at their request by calling Member Services at 303-602-2100.