

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
DELTA DENTAL OF COLORADO AND
CITY AND COUNTY OF DENVER, COLORADO
CONCERNING THE THIRD PARTY ADMINISTRATOR AGREEMENT
FOR THE CITY'S SELF-INSURED DENTAL BENEFITS**

This Memorandum of Understanding ("MOU"), effective January 1, 2010, reflects the mutual understandings of Delta Dental of Colorado ("DELTA DENTAL") and the City and County of Denver, Colorado ("Denver" or the "City") concerning the Third Party Administrator Agreement between Denver and DELTA DENTAL wherein DELTA DENTAL agrees to provide administrative services for Denver's self-insured dental plan covering eligible employees of Denver ("Eligible Employees" or "Employees") and other eligible persons, as set forth in the words and figures contained in the Preferred Option Administrative Agreement – Delta Dental Group #6793 ("**Group No. 6793**"), appended hereto as **Attachment A** and incorporated herein; in the Exclusive Panel Option Administrative Agreement – Delta Dental Group #6791 ("**Group No. 6791**"), appended hereto as **Attachment B** and incorporated herein; and in the Preferred Option Administrative Agreement – Delta Dental Group #6026 ("**Group No. 6026**"), appended hereto as **Attachment C** and incorporated herein (collectively, the "Agreement"). In particular, the parties agree as follows:

1. APPROPRIATION REQUIRED.

Notwithstanding any other term, condition or covenant hereof, it is understood and agreed that any payment obligation of City, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of the Agreement, encumbered for the purpose of the Agreement and paid into the Denver Treasury. The parties acknowledge 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 City. The maximum contract amount for City's obligation for administrative services under the Agreements for Group No. 6793, No. 6791, and No. 6026, collectively (collectively, the "Group Agreements") shall not exceed Four Hundred and Ninety-Five Thousand Dollars (\$495,000) for 2010. During the Term of January 1, 2010 through and including December 31, 2010 the total paid for claims under the Group Agreements shall not exceed Nine Million Four Hundred Thousand Dollars (\$9,400,000), without amendment of the Group Agreements and additional appropriation.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

Signed and agreed by the parties, by and through their duly authorized representatives, on the later of the dates indicated with their signatures below.

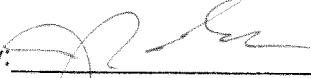
ATTEST:

CITY AND COUNTY OF DENVER

By: _____
STEPHANIE Y. O'MALLEY, Clerk and
Recorder, Ex-Officio Clerk of the City
and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By:  _____
Director of Personnel

APPROVED AS TO FORM:
DAVID R. FINE, Attorney
for the City and County of Denver

By _____
Assistant City Attorney


REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control No. CE91070 - 01

By _____
Auditor

"CITY"

DELTA DENTAL OF COLORADO

By:  _____
Printed Title: VP, Sales & Marketing
TIN: 84-1389431

"DELTA DENTAL"