

**2015
A G R E E M E N T**

**COLORADO DENTAL SERVICE, INC.
d/b/a DELTA DENTAL OF COLORADO**

THIS AGREEMENT to purchase insurance policies is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and Colorado Dental Service, Inc., d/b/a Delta Dental of Colorado, doing business at 4582 S. Ulster St., Suite 800, Denver, Colorado 80237 (the “**Insurance Company**”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Insurance Company shall fully coordinate the purchase of agreed policies with the Executive Director of the Office of Human Resources or the Executive Director’s designee (“**Executive Director**”).

a. The Executive Director shall be authorized to sign the attached insurance policies listed in Exhibit A, hereto, and any other policy-related documents necessary for implementation or administration.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Insurance Company shall diligently work to sell to the City, the insurance policies listed in **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The terms of this Agreement shall control if the terms of the attached Policies are in conflict..

3. TERM: This Agreement will commence as of January 1, 2015 and will expire December 31, 2015 (the “Term”). The insurance policies listed in Exhibit A shall expire at the end of the Term.

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay, and the Insurance Company shall accept as the sole compensation, the Maximum Contract Amount in monthly payments as required in the policies attached in Exhibit A, as full payment for the policies. Notwithstanding any other provision, if a policy is cancelled by the City prior to the end of the Term, the City shall be responsible to pay all pro rata amounts due through the end of the calendar month of termination.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. Notwithstanding any term in the Policy to the contrary, the Insurance Company will not collect or attempt to collect any direct cost associated with the Policies purchased by the City. Further, the Insurance Company agrees not to adjust the Policy Premiums at any time prior to the termination of this Agreement”

c. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed THIRTEEN MILLION ONE HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED FORTY FIVE AND 28/100 DOLLARS (\$13,145,545.28) (the “**Maximum Contract Amount**”) for the policies listed in Exhibit A. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Insurance Company beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Insurance Company’s risk and without authorization under this Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF INSURANCE COMPANY: The Insurance Company is an independent contractor. Neither the Insurance Company nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate this Agreement and any policy listed in Exhibit A, or all policies, with or without cause upon sixty (60) days prior written notice to the Insurance Company.

b. Upon termination the Insurance Company shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation due under a policy for the month of termination.

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Insurance Company, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. Nothing in this provision shall require the Insurance Company to make disclosures in violation of state or federal privacy laws.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Insurance Company. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Insurance Company agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Insurance Company shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Insurance Company shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its

insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Insurance Company. Insurance Company shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Insurance Company. The Insurance Company shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Insurance Company shall provide a copy of this Agreement to its insurance agent or broker. Insurance Company may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Insurance Company certifies that the certificate of liability insurance, attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Insurance Company's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Waiver of Subrogation: For all coverages required under this Agreement, except for professional liability coverage, Insurance Company's insurer shall waive subrogation rights against the City.

d. Workers' Compensation/Employer's Liability Insurance: Insurance Company shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Insurance Company expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Insurance Company's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections

previously effected, have been revoked as of the date Insurance Company executes this Agreement.

e. **Commercial General Liability:** Insurance Company shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

f. **Business Automobile Liability:** Insurance Company shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

g. **Professional Liability (Errors & Omissions):** Insurance Company shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

h. **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

i. **Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

10. DEFENSE AND INDEMNIFICATION

a. Insurance Company agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the purchase of the insurance policies listed in Exhibit A attached to this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Insurance Company or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Insurance Company’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Insurance Company’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Insurance Company shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Insurance Company under the terms of this indemnification obligation. The Insurance Company is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

The Insurance Company shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Insurance Company shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Insurance Company shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Insurance Company, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Insurance Company receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. GRANT OF LIMITED LICENSE TO USE LOGO:

a. City hereby grants to Insurance Company, subject to the terms and conditions set forth herein, a non-exclusive, nontransferable limited license, to use the “Denver D” logo (“**Denver Logo**”) during the Term of this Agreement.

b. Insurance Company shall fully coordinate all logo use under this Agreement with the Denver Marketing Office ((720) 913-1633, denvermarketing@denvergov.org), or otherwise as directed by the City.

c. The use of the Denver Logo is limited to display on the website to be created by Insurance Company pursuant to this Agreement and for the purpose of identification only. Insurance Company shall display the Denver Logo in a read-only format and shall not be

used or displayed on the website in any format from which it can be downloaded, copied or reproduced in any manner.

d. The license granted by the City is non-transferable and non-assignable to anyone other than those acting under the supervision and authority of Insurance Company.

e. Insurance Company shall be solely responsible for the entire cost and expense of Consultant's Use of the Denver Logo.

f. The Denver Logo may not be used as a feature or design element of any other logo or graphic.

g. Insurance Company shall use the Denver Logo in accordance with any and all logo usage guidelines in effect from time-to-time as provided by the City. Consultant shall use only accurate reproductions of the Denver Logo. The size, proportions, colors, elements, and other distinctive characteristics of the Denver Logo shall not be altered in any manner except as may be permitted herein or as permitted in writing by the City.

h. Insurance Company may use the colors set forth in the "Denver Logo Colors" document, (attached hereto as "**Exhibit C**") or it may use black or shades of gray.

i. Insurance Company shall affix a trademark ("™") or registration ("®") indication next to the Denver Logo as directed by the Denver Marketing Office.

j. Insurance Company shall immediately cease all use of the Denver Logo upon expiration of the Term of this Agreement, as may have been extended from time to time by the parties, in a formal written extension of this agreement.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Insurance Company lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

17. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Insurance Company shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Insurance Company shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Insurance Company represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Insurance Company by placing the Insurance Company's own interests, or the interests of any party with whom the Insurance Company has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Insurance Company written notice describing the conflict.

19. NOTICES: Policy restrictions notwithstanding, all notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Insurance Company at the address first above written, and if to the City at:

Executive Director
Office Human Resources
201 West Colfax Avenue, Dept. 412
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Insurance Company certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Insurance Company also agrees and represents that:

(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 subconsultant or subcontractor that fails to certify to the Insurance Company that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Insurance Company shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides

information to establish that the subconsultant 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., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Insurance Company is liable for any violations as provided in the Certification Ordinance. If Insurance Company violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Insurance Company shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Insurance Company from submitting bids or proposals for future contracts with the City.

21. **DISPUTES**: All disputes between the City and Insurance Company arising out of or regarding the purchase of insurance policies in Exhibit A, as distinct from the provision of benefits thereunder, will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

22. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Insurance Company may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military

status, sexual orientation, gender variance, marital status, or physical or mental disability. The Insurance Company shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS: Insurance Company shall perform or cause to be performed all services, both in this Agreement and pursuant to any insurance policies referenced in Exhibit A, in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: Insurance Company represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Insurance Company represents and warrants that he has been fully authorized by Insurance Company to execute the Agreement on behalf of Insurance Company and to validly and legally bind Insurance Company to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Insurance Company or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Insurance Company's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Insurance Company shall not include any reference to the Agreement or to services performed pursuant to the

Agreement in any of the Insurance Company's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Insurance Company shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials

30. CONFIDENTIAL INFORMATION:

a. **City Information:** Insurance Company acknowledges and accepts that, in performance of all work under the terms of this Agreement, Insurance Company may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Insurance Company agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Insurance Company shall be held in confidence and used only in the performance of its obligations under this Agreement. Insurance Company shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Insurance Company would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Insurance Company by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Insurance Company shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Insurance Company consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Contract Control Number:

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 _____



Contract Control Number: CSAHR-201522024-00

Contractor Name: Colorado Dental Service, Inc., d/b/a Delta Dental of Colorado

By: Jean Lawhead

Name: Jean Lawhead
(please print)

Title: VP, Sales and Marketing
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: CSAHR-201522024-00

Contractor Name: Colorado Dental Service, Inc., d/b/a Delta Dental of Colorado

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



EXHIBIT A

**DELTA DENTAL
EPO POLICY INFORMATION**



DELTA DENTAL OF COLORADO

4582 South Ulster Street
Denver, Colorado 80237

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Colorado Dental Service Inc., d/b/a Delta Dental of Colorado, herein called "Delta Dental."

The following section of the current EPO contract dated January 1, 2007 has been amended effective January 1, 2014. The balance of such contract is continued as if fully set forth herein except for the amended section as shown below.

Limitations on Diagnostic, Preventive and Adjunctive Benefits

Benefits for cleanings (adult and child), and/or any procedure that includes any component of cleaning, will not be provided more than twice in any 12-month period. For payment purposes, an adult cleaning is not a benefit for persons under age 14. For individuals with the conditions listed below, 2 additional cleanings (or any procedure that includes a component) will be provided during a 12 month period.

- People who are diabetic and have documented periodontal (gum) conditions or;
- Women who are pregnant and have documented periodontal (gum) conditions or;
- People with cardiovascular disease who have documented periodontal (gum) conditions or;
- People with kidney failure or who are undergoing dialysis and;
- People who have an immune system which is suppressed because of chemotherapy or radiation treatment, HIV Positive status, Organ Transplant, or stem cell (bone marrow) transplant.
- People with a history of prior periodontal therapy.

The definition of DEPENDENT shall include:

- The Employee's lawful spouse, including civil union partner, or domestic partner.
- Civil Union partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be a partner in another civil union.
 - ❖ They must not be married to another person.
 - ❖ They must not be related.
 - ❖ They must have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado Law.
- Domestic partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old and view themselves as a family.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be married and may not have another partner.
 - ❖ They must have lived together for at least 6 consecutive months.
 - ❖ They must not be related.
 - ❖ They must be financially interdependent.
- A child under the Dependent Age Limit shown on the Schedule of Benefits.
- A child who reaches the Dependent Age Limit stated on the Schedule of Benefits and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent Age Limit, and is dependent on the Employee. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.



Eligible children include natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of Civil Union or domestic Partner.

No one may be covered as a Dependent and also as an Employee under this Plan. If both parents are covered as Employees, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

Countersigned:
Delta Dental of Colorado

Jean Lawhead

Signature

January 1, 2014

Date

Accepted:
CITY AND COUNTY OF DENVER - #6791

Signature

Date

Exclusive Panel Option (EPO)

A feature of the delta Dental PPO

**City and County of Denver
Group #6791
Revised: January 1, 2014**



**Delta Dental PPO, Exclusive Panel Option (EPO)
 Summary of Dental Plan Benefits
 For Group #6791
 CITY AND COUNTY OF DENVER**

This Summary of Dental Plan Benefits should be read in conjunction with your Employee Benefit Booklet. Your Employee Benefit Booklet will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. **Services must be provided by a Delta Dental PPO Dentist. In the event services are provided by a non-PPO Dentist you will be responsible for all charges incurred.**

Control Plan - Delta Dental of Colorado
Benefit Year - January 1st to December 31st

	PPO Dentist
Covered Services	Co-Payment
Diagnostic & Preventive Services	
Oral Exams and Cleanings	Co-Payment is based on Appendix A – Payments EPO IB
X-Rays	
Sealants	
Fluoride Treatments	
Basic Services	
Basic Restorative (Fillings)	Co-Payment is based on Appendix A – Payments EPO IB
Oral Surgery	
Endodontics (Root Canal Therapy)	
Periodontics (Gum Disease Treatment)	
Major Services	
Special Restorative (Crowns, Inlays, Onlays)	Co-Payment is based on Appendix A – Payments EPO IB
Prosthodontics (Dentures, Bridges)	
Orthodontic Services	
Orthodontics (no age limit)	Co-Payment is based on Appendix A – Payments EPO IB

Orthodontia is a covered benefit for all enrollees.

*** If you do not use a PPO Dentist, you will be responsible for all charges incurred. Services provided by a non-PPO Dentist are not a covered benefit.**

Annual Maximum: N/A
Annual Deductible: N/A

Age

	Type	Age Limit	Coverage Thru
Dependent Child		26	Year

Enrollment Type

The enrollment type is Open Enrollment. Open Enrollment means a period of time each Contract Year occurring prior to the Anniversary Date during which eligible Employees may choose to enroll themselves and/or their eligible Dependents in the Plan, or change from one coverage option to another if the Contract issued to the Group permits them to do so. Coverage will become effective on the Group's Anniversary Date. New hires must enroll himself or herself and any eligible dependents within 31 day of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of qualified status change.

Where two Employees who are spouses and are both eligible for coverage under this contract, they may be enrolled together or separately, but not both. Dependent children may only be enrolled under one parent. The term spouse includes same gender Domestic Partner.

Under the Delta Dental EPO plan, all services must be provided a Colorado PPO Participating Dentist. In the event services are provided by a non-PPO Participating Dentist, the subscriber or dependent will be responsible for all charges incurred.

- You are only responsible for the Co-Payment amount listed on the Co-Payment Appendix sheet for Covered Services.
- Claim forms are submitted directly to Delta Dental by the Dentists.
- No balance billing.
- Payment is made directly to the Dentist.

No Payment will be made for Services provided by a Dentist who is not a Colorado PPO Dentist, except for out of state emergency services.

Colorado counties without PPO Providers are Baca, Bent, Cheyenne, Costilla, Crowley, Delta, Elbert, Gilpin, Gunnison, Hinsdale, Jackson, Kiowa, Lake, Mineral, Moffat, Ouray, Pitkin, Prowers, Rio Blanco, Saguache, San Juan, San Miguel, Sedgwick, Washington, and Yuma.

**Delta Dental of Colorado
EXCLUSIVE PANEL OPTION (EPO)**

**Schedule EPO 1B
List of Patient Co-Payments**

* See Special Provisions on Last Page

<u>Proc Code</u>	<u>Procedure Code Definition</u>	<u>Patient Co-Pay</u>
<u>DIAGNOSTIC CODES</u>		
D0120	Periodic oral evaluation - established patient	\$10.00
D0140	Limited oral evaluation - problem focused	\$10.00
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	\$10.00
D0150	Comprehensive oral evaluation - new or established patient	\$10.00
D0160	Detailed and extensive oral evaluation - problem focused, by report	\$10.00
D0180	Comprehensive periodontal evaluation - new or established patient	\$10.00
D0210	Intraoral - complete series of radiographic images	\$0.00
D0220	Intraoral - periapical-first radiographic image	\$0.00
D0230	Intraoral - periapical-each additional radiographic image	\$0.00
D0240	Intraoral - occlusal radiographic image	\$0.00
D0270	Bitewing - single radiographic image	\$0.00
D0272	Bitewings - two radiographic images	\$0.00
D0273	Bitewings - three radiographic images	\$0.00
D0274	Bitewings - four radiographic images	\$0.00
D0277	Vertical bitewings - 7 to 8 radiographic images	\$0.00
D0330	Panoramic radiographic image	\$0.00
D0460	Pulp vitality tests	\$0.00
<u>PREVENTIVE CODES</u>		
D1110	Prophylaxis - adult	\$0.00
D1120	Prophylaxis - child	\$0.00
D1206	Topical application of fluoride varnish	\$0.00
D1208	Topical application of fluoride	\$0.00
D1351	Sealant - per tooth	\$0.00
D1353	Sealant repair - per tooth	\$0.00
D1510	Space maintainer - fixed-unilateral	\$0.00
D1515	Space maintainer - fixed-bilateral	\$0.00
D1520	Space maintainer - removable-unilateral	\$0.00
D1525	Space maintainer - removable-bilateral	\$0.00
<u>BASIC SERVICES (Restorative Codes)</u>		
D2140	Amalgam - one surface, primary or permanent	\$21.00
D2150	Amalgam - two surfaces, primary or permanent	\$28.00
D2160	Amalgam - three surfaces, primary or permanent	\$33.00
D2161	Amalgam - four or more surfaces, primary or permanent	\$40.00
D2330	Resin-based composite - one surface, anterior	\$24.00
D2331	Resin-based composite - two surfaces, anterior	\$32.00
D2332	Resin-based composite - three surfaces, anterior	\$38.00
D2335	Resin-based composite - four or more surfaces or involving incisal angle (anterior)	\$46.00

**Delta Dental of Colorado
EXCLUSIVE PANEL OPTION (EPO)**

**Schedule EPO 1B
List of Patient Co-Payments**

* See Special Provisions on Last Page

<u>Proc Code</u>	<u>Procedure Code Definition</u>	<u>Patient Co-Pay</u>
D2391	Resin-based composite - one surface, posterior	\$29.00
D2392	Resin-based composite - two surfaces, posterior	\$44.00
D2393	Resin-based composite - three surfaces, posterior	\$62.00
D2394	Resin-based composite - four or more surfaces, posterior	\$73.00
D2520	Inlay - metallic-two surfaces	\$193.00
D2530	Inlay - metallic-three or more surfaces	\$223.00
D2543	Onlay - metallic-three surfaces	\$233.00
D2544	Onlay - metallic-four or more surfaces	\$237.00
D2710	Crown - resin-based composite (indirect)	\$161.00
D2740	Crown - porcelain/ceramic substrate	\$295.00
D2750	Crown - porcelain fused to high noble metal	\$284.00
D2751	Crown - porcelain fused to predominantly base metal	\$245.00
D2752	Crown - porcelain fused to noble metal	\$275.00
D2780	Crown - 3/4 cast high noble metal	\$273.00
D2781	Crown - 3/4 cast predominantly base metal	\$238.00
D2782	Crown - 3/4 cast noble metal	\$268.00
D2790	Crown - full cast high noble metal	\$287.00
D2791	Crown - full cast predominantly base metal	\$244.00
D2792	Crown - full cast noble metal	\$280.00
D2910	Recement inlay, onlay or partial coverage restoration	\$13.00
D2920	Recement crown	\$15.00
D2930	Prefabricated stainless steel crown - primary tooth	\$45.00
D2931	Prefabricated stainless steel crown - permanent tooth	\$49.00
D2932	Prefabricated resin crown	\$48.00
D2933	Prefabricated stainless steel crown with resin window	\$61.00
D2940	Protective restoration	\$16.00
D2950	Core buildup, including any pins when required	\$43.00
D2951	Pin retention - per tooth, in addition to restoration	\$10.00
D2952	Post and core in addition to crown, indirectly fabricated	\$59.00
D2953	Each additional indirectly fabricated post - same tooth	\$0.00
D2954	Prefabricated post and core in addition to crown	\$51.00
D2957	Each additional prefabricated post - same tooth	\$0.00
D2961	Labial veneer (resin laminate) - laboratory	\$139.00
D2962	Labial veneer (porcelain laminate) - laboratory	\$147.00

BASIC SERVICES (Endodontic Codes)

D3110	Pulp cap - direct (excluding final restoration)	\$10.00
D3220	Therapeutic pulpotomy (excluding final restoration)	\$26.00
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	\$110.00
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	\$129.00
D3330	Endodontic therapy, molar (excluding final restoration)	\$172.00
D3346	Retreatment of previous root canal therapy - anterior	\$191.00
D3347	Retreatment of previous root canal therapy - bicuspid	\$225.00

**Delta Dental of Colorado
EXCLUSIVE PANEL OPTION (EPO)**

**Schedule EPO 1B
List of Patient Co-Payments**

* See Special Provisions on Last Page

<u>Proc Code</u>	<u>Procedure Code Definition</u>	<u>Patient Co-Pay</u>
D3348	Retreatment of previous root canal therapy - molar	\$297.00
D3410	Apicoectomy - anterior	\$114.00
D3421	Apicoectomy - bicuspid (first root)	\$126.00
D3425	Apicoectomy - molar (first root)	\$150.00
D3426	Apicoectomy (each additional root)	\$41.00
D3430	Retrograde filling - per root	\$34.00
D3450	Root amputation - per root	\$80.00
<u>BASIC SERVICES (Periodontic Codes)</u>		
D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant	\$70.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant	\$26.00
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$26.00
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	\$112.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	\$67.00
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or tooth bounded spaces per quadrant	\$284.00
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth or tooth bounded spaces per quadrant	\$170.00
D4263	Bone replacement graft - first site in quadrant	\$71.00
D4264	Bone replacement graft - each additional site in quadrant	\$47.00
D4277	Free soft tissue graft procedure (including donor site surgery), first tooth or edentulous tooth position in graft	\$124.00
D4278	Free soft tissue graft procedure (including donor site surgery), each additional contiguous tooth or edentulous tooth position in same graft site	\$62.00
D4341	Periodontal scaling and root planing - four or more teeth per quadrant	\$39.00
D4342	Periodontal scaling and root planing - one to three teeth, per quadrant	\$23.00
D4910	Periodontal maintenance	\$24.00
<u>MAJOR SERVICES (Prosthodontic Codes - Removable)</u>		
D5110	Complete denture, maxillary	\$349.00
D5120	Complete denture, mandibular	\$349.00
D5130	Immediate denture, maxillary	\$377.00
D5140	Immediate denture, mandibular	\$377.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	\$243.00
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	\$243.00

**Delta Dental of Colorado
EXCLUSIVE PANEL OPTION (EPO)**

**Schedule EPO 1B
List of Patient Co-Payments**

* See Special Provisions on Last Page

Proc Code	Procedure Code Definition	Patient Co-Pay
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$364.00
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$364.00
D5410	Adjust complete denture, maxillary	\$17.00
D5411	Adjust complete denture, mandibular	\$17.00
D5421	Adjust partial denture, maxillary	\$16.00
D5422	Adjust partial denture, mandibular	\$16.00
D5510	Repair broken complete denture base	\$40.00
D5520	Replace missing or broken teeth - complete denture (each tooth)	\$34.00
D5610	Repair resin denture base	\$36.00
D5620	Repair cast framework	\$47.00
D5630	Repair or replace broken clasp	\$48.00
D5640	Replace broken teeth - per tooth	\$33.00
D5650	Add tooth to existing partial denture	\$39.00
D5660	Add clasp to existing partial denture	\$49.00
D5710	Rebase complete maxillary denture	\$141.00
D5711	Rebase complete mandibular denture	\$141.00
D5720	Rebase maxillary partial denture	\$108.00
D5721	Rebase mandibular partial denture	\$108.00
D5730	Reline complete maxillary denture (chairside)	\$56.00
D5731	Reline complete mandibular denture (chairside)	\$56.00
D5740	Reline maxillary partial denture (chairside)	\$51.00
D5741	Reline mandibular partial denture (chairside)	\$51.00
D5750	Reline complete maxillary denture (laboratory)	\$100.00
D5751	Reline complete mandibular denture (laboratory)	\$100.00
D5760	Reline maxillary partial denture (laboratory)	\$93.00
D5761	Reline mandibular partial denture (laboratory)	\$93.00
D5850	Tissue conditioning, maxillary	\$26.00
D5851	Tissue conditioning, mandibular	\$26.00

MAJOR SERVICES (Prosthodontic Codes - Fixed)

D6210	Pontic - cast high noble metal	\$274.00
D6211	Pontic - cast predominantly base metal	\$250.00
D6212	Pontic - cast noble metal	\$255.00
D6240	Pontic - porcelain fused to high noble metal	\$276.00
D6241	Pontic - porcelain fused to predominantly base metal	\$241.00
D6242	Pontic - porcelain fused to noble metal	\$268.00
D6545	Retainer - cast metal for resin bonded fixed prosthesis	\$100.00
D6750	Crown - porcelain fused to high noble metal	\$280.00
D6751	Crown - porcelain fused to predominantly base metal	\$251.00
D6752	Crown - porcelain fused to noble metal	\$268.00
D6780	Crown - 3/4 cast high noble metal	\$272.00

**Delta Dental of Colorado
EXCLUSIVE PANEL OPTION (EPO)**

**Schedule EPO 1B
List of Patient Co-Payments**

* See Special Provisions on Last Page

Proc Code	Procedure Code Definition	Patient Co-Pay
D6790	Crown - full cast high noble metal	\$283.00
D6791	Crown - full cast predominantly base metal	\$256.00
D6792	Crown - full cast noble metal	\$266.00
D6930	Recement fixed partial denture	\$33.00
D6940	Stress breaker	\$74.00
<u>BASIC SURGERY (Oral Surgery Codes)</u>		
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$22.00
D7210	Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	\$43.00
D7220	Removal of impacted tooth - soft tissue	\$48.00
D7230	Removal of impacted tooth - partially bony	\$60.00
D7240	Removal of impacted tooth - completely bony	\$70.00
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$100.00
D7250	Surgical removal of residual tooth roots (cutting procedure)	\$42.00
D7285	Biopsy of oral tissue - hard (bone, tooth)	\$58.00
D7286	Biopsy of oral tissue - soft (all others)	\$36.00
D7310	Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$34.00
D7320	Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant	\$49.00
D7471	Removal of lateral exostosis (maxilla or mandible)	\$68.00
D7472	Removal of torus palatinus	\$68.00
D7473	Removal of torus mandibularis	\$68.00
D7510	Incision and drainage of abscess - intraoral soft tissue	\$25.00
D7960	Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure	\$51.00
<u>ORTHODONTIC CODES</u>		
D8010	Limited orthodontic treatment of the primary dentition	\$600.00
D8020	Limited orthodontic treatment of the transitional dentition	\$750.00
D8030	Limited orthodontic treatment of the adolescent dentition	\$840.00
D8040	Limited orthodontic treatment of the adult dentition	\$935.00
D8050	Interceptive orthodontic treatment of the primary dentition	\$730.00
D8060	Interceptive orthodontic treatment of the transitional dentition	\$825.00
D8070	Comprehensive orthodontic treatment of the transitional dentition	\$1,685.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition	\$1,780.00
D8090	Comprehensive orthodontic treatment of the adult dentition	\$1,980.00
D8210	Removable appliance therapy	\$180.00
D8220	Fixed appliance therapy	\$238.00
D8660	Pre-orthodontic treatment visit	\$35.00

**Delta Dental of Colorado
EXCLUSIVE PANEL OPTION (EPO)**

**Schedule EPO 1B
List of Patient Co-Payments**

* See Special Provisions on Last Page

<u>Proc Code</u>	<u>Procedure Code Definition</u>	<u>Patient Co-Pay</u>
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	\$213.00

MISCELLANEOUS CODES (ADJUNCTIVE SERVICES)

D9110	Palliative (emergency) treatment of dental pain - minor procedures	\$18.00
D9120	Fixed partial denture sectioning	\$9.00
D9220	Deep sedation/general anesthesia - first 30 minutes	\$56.00
D9221	Deep sedation/general anesthesia - each additional 15 minutes	\$16.00
D9230	Inhalation of nitrous oxide / anxiolysis, analgesia	\$8.00
D9241	Intravenous conscious sedation/analgesia - first 30 minutes	\$46.00
D9242	Intravenous conscious sedation/analgesia - each additional 15 minutes	\$11.00
D9310	Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician	\$14.00

*** SPECIAL PROVISIONS:**

Services MUST be performed by a Delta Dental PPOSM dentist in order to be payable under this program.

Services are subject to the limitations, exclusions and governing policies of the program.

General or Orthodontic plan maximums may apply. Refer to the member's benefit information.

The submitted fee for any procedure NOT LISTED is the responsibility of the patient, up to the approved PPO fee.

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YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU 7

The Schedule of Dental Plan Benefits for your Group Dental Plan is issued separately and is hereby incorporated into this book.

ELIGIBILITY

All eligible employees and their dependents who enroll will be covered on the effective date. All new employees will become effective on the day eligibility has been established by the employer. Your Dependents who are covered are your lawful spouse, common law spouse, same gender Domestic Partner and your children up to the date shown on the Schedule of Dental Plan Benefits.

DEPENDENT ELIGIBILITY

Eligible dependents may be enrolled for coverage within 31 days of the latest of the following dates:

- The date the Employee becomes eligible to enroll if he has eligible Dependents on that date. Coverage for eligible Dependents becomes effective on the date the Employee's coverage becomes effective.
- The date the Employee first acquires an eligible Dependent. Coverage becomes effective on the first day of the month following this change.
- The date the Contract is amended to provide Dependent coverage. Coverage becomes effective on the first day of the month following this change.
- Newly acquired dependents must be added within 31 days.
- Any eligible dependents that suffer involuntary loss of coverage through another source will be allowed to enroll within 31 days of the loss of coverage with satisfactory proof.

TERMINATION OF COVERAGE

Coverage will terminate at the earliest of:

- The last day of the month Delta Dental receives a written request to terminate coverage;
- The last day of the month the Covered Person is no longer eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Covered Person enters full-time military service of any country; or
- As to any Dependent, the date the person no longer qualifies as a Dependent and loses their Dependent status. Loss of Dependent status can occur for many different reasons, and your employer may not know when this happens. Therefore, you are required to notify your employer within 60 days of the event or the loss of coverage, whichever is later.

EXTENDED COVERAGE

Delta Dental's responsibility to pay for Covered Services for a Person will end if this Contract is terminated or if the Person ceases to be a Covered Person under the terms of the Contract. Delta Dental will cover no further care or Services with the following exception:

If the Covered Person has a Covered Service Started while still covered under the Contract, but the Covered Service is Completed after Delta Dental no longer covers the Person, Delta Dental will pay Benefits for the Covered Service as follows:

- No benefit is payable if the Covered Service is Started after the day the Person's coverage ends.
- Benefits are payable only in the amount that would have been payable and subject to the same terms and conditions of the Contract that would have applied, if the Person's coverage was still in effect.

- Benefits are payable only if the Covered Service is Completed within 60 days after the date the Person's coverage ended.

HOW TO USE THE DELTA DENTAL PLAN

Under the EPO Plan, you must visit a Colorado PPO Participating Dentist in order to receive benefits.

- You are only responsible for the copayment amount listed on the Copayment Appendix sheet for Covered Services.
- Claim forms are submitted directly to Delta Dental by the Dentists.
- No balance billing.
- Payment is made directly to the Dentist.

No payment will be made for Services provided by a Dentist who is not a Colorado PPO Dentist, except for out-of-state emergency services.

How to Find a Dentist

There are two easy ways that you can find out if your Dentist is participating with Delta Dental:

Website: You may log onto our web page at deltadentalco.com and use the Dentist Search feature. This feature allows you to search by city, state or zip code and provides a listing of Dentists in your area.

The Delta Dental PPO network is subject to change. Please check on the participating status of your Dentist before your next appointment.

CLAIMS SUBMISSION

If your Dentist is a participating Dentist of Delta Dental, the claim form for benefits will be filed by your Dentist. The patient should complete the patient section of the claim form and sign the form to indicate that he authorizes release of the information to Delta Dental.

If you are covered by more than one health benefit plan, you should file all of your claims with each plan.

Delta Dental will not be obligated to pay claims submitted more than 12 months after the date the service was provided.

EMERGENCY BENEFIT

In the event of an out-of-state dental emergency, this plan will pay dental expenses incurred up to a maximum of \$50.00 based on appeal of the claim.

PRE-TREATMENT ESTIMATE

Before beginning a course of treatment for which the charge is expected to be \$400 or more, a description of that course of treatment may be submitted to Delta Dental before treatment is begun. Delta Dental will provide an estimate of the Benefits payable for the planned course of treatment of a Covered Person. Pre-treatment estimates are not required and are provided as a service to the Covered Person and Dentist in order to allow for appropriate planning.

COVERED DENTAL SERVICES

DIAGNOSTIC, PREVENTIVE AND ADJUNCTIVE BENEFITS

DIAGNOSTIC, PREVENTIVE AND ADJUNCTIVE BENEFITS. The Covered Person is responsible for the copayment listed in the Co-Payment Appendix for each Covered Service.

Diagnostic – certain Services performed to assist the Dentist in evaluating the existing conditions and determining the dental care required.

- Oral Exams – to include initial, periodic, or emergency
- Dental X-Rays – to include complete (full mouth) series, single x-rays, or bitewings.

Preventive – certain Services performed to prevent the occurrence of dental abnormalities or disease.

- Dental Cleaning – to include removal of all deposits and/or stains, and polishing as a single complete service.

Adjunctive – certain additional Services including emergency palliative treatment performed as a temporary measure that does not affect a definite cure.

Limitations on Diagnostic, Preventive and Adjunctive Benefits

- a) Benefits for oral examinations will not be provided more than twice in any 12-month period. Diagnosis, treatment planning or consultation by the treating Dentist (or other person legally permitted to perform such Services by authority of license), are considered components of a complete oral examination.
- b) Benefits for cleanings (adult and child), and/or any procedure that includes any component of cleaning, will not be provided more than twice in any 12-month period. For payment purposes, an adult cleaning is not a benefit for persons under age 14. For individuals with the conditions listed below, 2 additional cleanings (or any procedure that includes a component) will be provided during a 12 month period.
 - People who are diabetic and have documented periodontal (gum) conditions or;
 - Women who are pregnant and have documented periodontal (gum) conditions or;
 - People with cardiovascular disease who have documented periodontal (gum) conditions or;
 - People with kidney failure or who are undergoing dialysis and;
 - People who have an immune system which is suppressed because of chemotherapy or radiation treatment, HIV Positive status, Organ Transplant, or stem cell (bone marrow) transplant.
 - People with a history of prior periodontal therapy.
- c) Topical fluoride application is a benefit only through age 15 and only once in 12 months.
- d) Benefit for full mouth x-rays is made only after 60 months have elapsed following any prior provision of payment for full mouth x-rays under any Delta Dental plan unless documentation of special need is provided. Benefit for supplementary bitewing individual x-rays is provided once every 12 months while the patient is under any Delta Dental plan. A panoramic survey (which may include bitewing x-rays and/or periapical x-rays) is considered a full mouth x-ray for purposes of this Contract. Total allowance for individual periapical x-rays, intraoral occlusal x-rays, extraoral x-rays and/or bitewing x-rays performed on the same day will not exceed the allowance for full mouth x-rays.
- e) Benefit for space maintainers will only be made for appliances to maintain space for eruption of permanent posterior teeth in cases of premature loss of primary (deciduous) teeth through age 13.
- f) Benefits for sealants are limited to one time per tooth in any 36 consecutive month period. Benefit is allowed only for the occlusal surface of decay-free and previously unrestored permanent molars for children through age 14. There is no separate benefit for preparation or conditioning of the tooth or any other procedure associated with the sealant application.

BASIC BENEFITS

BASIC BENEFITS. The Covered Person is responsible for the co-payment listed in the Co-Payment Appendix for each Covered Service.

Basic Restorative - fillings (metal) or resin-based composite fillings (white/plastic) and preformed shell crowns for treatment of:

- decay which results in visible destruction of hard tooth structure or
- loss of tooth structure due to fracture.

Oral Surgery - extractions and certain other surgical Services and associated covered anesthesia and/or related Covered Services.

Endodontic - certain Services for treatment of non-vital tooth pulp resulting from disease or trauma.

Periodontic - certain Services for treatment of gums and bone supporting teeth.

Limitations on Basic Benefits

- a) Benefit for the same Covered Basic Restorative Service will not be provided more than once in any 12-month period.
- b) No Benefits will be provided for treatment of teeth retained in relation to an overdenture.
- c) Benefit for the same Covered Surgical Periodontic Services will not be provided more than once in any 36-month period. Benefit for the same Covered Non-Surgical Periodontic Services will not be provided more than once in any 24-month period.
- d) Benefit for pulpotomy/pulpectomy will be made only for primary (deciduous) teeth.
- e) Periodontal maintenance procedures which include any component of cleaning are subject to the cleaning limitations outlined in Diagnostic, Preventive and Adjunctive Benefits.
- f) A course of treatment for apexification/recalcification (initial, interim, and final visits) is a benefit once per tooth.

MAJOR BENEFITS

MAJOR BENEFITS. The Covered Person is responsible for the co-payment listed in the Co-Payment Appendix for each Covered Service.

Special Restorative - crowns, jackets, cast, fused or other laboratory processed restorations (except preformed shell crowns) for treatment of:

- decay which result in visible destruction of hard tooth structure or
- loss of tooth structure due to fracture which cannot be restored with amalgam or resin-based composite fillings.

Other Special Restorative - buildups (which may or may not include a post) for treatment of:

- decay which result in visible destruction of hard tooth structure or
- loss of tooth structure due to fracture which cannot be restored with amalgam or resin-based composite fillings.

Prosthodontic - Services for construction or repair of fixed bridges (fixed partial dentures), cast based metal or acrylic removable partial and acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural permanent teeth.

Limitations on Major Benefits - Special Restorative and Other Special Restorative

- a) When two or more similar restorations are used to restore a tooth, allowance will not exceed the Covered Amount for the most inclusive Covered Service.
- b) Benefit for placement of Special Restorative Services will not be provided more than once in any 60-month period involving restorations of the same tooth. This includes any prior provision of Covered Prosthodontic Services involving the same teeth.
- c) Benefit for placement of Other Special Restorative Services will not be provided more than once in any 60-month period involving restorations of the same tooth.
- d) Any laboratory processed Special Restorative Service or Other Special Restorative Service (except preformed shell crowns) is not a benefit for children under the age of 12.
- e) No Benefits will be provided for treatment of teeth retained in relation to an overdenture.

Limitations on Major Benefits - Prosthodontic

- a) Benefit for replacement of prosthodontic appliances will not be provided more than once in any 60-month period. For removable partial dentures, the 60-month time limitation is not applicable when there is loss of an anchor tooth.
- b) Benefit for placement of prosthodontic Services will not be provided more than once in any 60-month period involving restorations of the same tooth. This includes any prior benefits of Special Restorative Services involving the same teeth.
- c) Removable temporary partial dentures are a benefit to replace missing permanent anterior teeth.
- d) Fixed bridges (fixed partial dentures) and/or cast metal framework partial dentures (removable partial dentures) are not a benefit for persons under age 16.
- e) Fixed and removable prosthodontic appliances are not a benefit in the same arch. Allowance will be limited to the allowance for a removable appliance.
- f) Benefit for reline or rebase of a prosthodontic appliance will be made only once in any 36-month period. Reline or rebase of a prosthodontic appliance at the time of insertion and/or within 6 months following insertion by the same Dentist is considered a component of the appliance and separate payment will not be made for such reline or rebase. Reline or rebase of an immediate denture is a covered benefit at any time, subject to the one in 36-month limitation.

ORTHODONTICS

ORTHODONTIC BENEFITS. The Covered Person is responsible for the amount listed on the Copayment Appendix sheet for each Covered Service.

Orthodontics are defined as the services provided by a licensed Dentist involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services. (Extraction of teeth is covered under Oral Surgery Benefits.)

Limitations on Orthodontic Benefits

- a) No benefits will be provided for:
 - Replacement or repair of appliances.
 - Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or

repositioning of the temporomandibular joint or related conditions.

- b) Periodic Orthodontic payments will end upon termination of treatment for any reason prior to completion of the case, or upon termination of the Covered Person's eligibility.
- c) For an Orthodontic treatment plan started prior to the eligibility date of the patient, Delta Dental will begin periodic payments with the first payment due following the patient eligibility date. The maximum benefit will be determined based upon the prior carrier's payment history.

GENERAL LIMITATIONS - ALL SERVICES

- a) Completed dental Services are Benefits when provided by a Dentist (or other person legally permitted to perform such Services by authority of license) and are determined under the standards of generally accepted dental practice to be Necessary and appropriate. Benefits will be determined (even if no monies are paid) based on the terms of the Contract and Delta Dental's Processing Guidelines.
- b) Pre- and post-operative procedures are considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
- c) Local anesthesia is considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
- d) A temporary dental Service is considered part of any complete Covered Service. Benefits will be limited to the Covered Amount for the complete Covered Service, unless the temporary Service is specifically included as a Covered Service of this Contract.

EXCLUSIONS

- a) Services for injuries or conditions which are compensable under Worker's Compensation or employer's liability laws, or Services which are provided to the Covered Person by any federal or state government agency or are provided without cost to the Covered Person by any municipality, county or other political subdivision, or any Services for which the Covered Person would have no obligation to pay in absence of this coverage, except as such exclusion may be prohibited by law.
- b) Any Covered Service Started when the person was not eligible for such Service under this Contract.
- c) Services for treatment of congenital (present at birth) or developmental (following birth) malformations, except intraoral dental Services for treatment of a condition which is related to or developed as a result of cleft lip and/or cleft palate, unless otherwise included as a Covered Service of this Contract.
- d) Services for cosmetic reasons.
- e) Services for restoring tooth structure lost from wear, erosion, attrition, abrasion, or abfraction.
- f) Services related to protecting, altering, correcting, stabilizing, rebuilding or maintaining teeth due to improper alignment, occlusion or contour.
- g) Services related to periodontal stabilization of teeth.
- h) Habit appliances, night guards, occlusal guards, athletic mouth guards and gnathological (jaw function) Services, bite registration or analysis, or any related Services.
- i) Pre-medication, analgesia, hypnosis or any other patient management Services (except covered anesthetic Services).
- j) Charges for prescription drugs.
- k) Any Experimental or Investigational Procedures.
- l) Services that may otherwise have been covered, but due to the patient's underlying condition would not prove successful to improve the oral health of the patient.

- m) Any procedures done in anticipation of future need (except Covered Preventive Services).
- n) Hospital costs and any additional fees charged by the Dentist or hospital for hospital services or visits, or charges for use of any facility.
- o) Any anesthesia service not specifically included in Covered Services.
- p) Intraoral grafts when done in areas where a tooth/teeth are not present.
- q) Extraoral grafts (grafting of tissues or other substances from outside the mouth to or into oral tissues), augmentations or implants and/or any associated appliances. Removal of implants or any associated Services.
- r) Myofunctional therapy or speech therapy.
- s) Services for the treatment of any disturbances of the temporomandibular joint (TMJ), facial pain, or any related conditions, including any related diagnostic, preventive or interceptive Services.
- t) Services not performed in accordance with the laws of the State in which Services are rendered, Services performed by any person other than a person authorized by license to perform such Services, or Services performed to treat any condition, other than an oral or dental disease, malformation, abnormality or condition.
- u) Oral hygiene instructions or dietary instructions.
- v) Completion of forms, providing diagnostic information or records, or duplication of x-rays or other records.
- w) Replacement of lost, stolen or damaged appliances.
- x) Repair of appliances altered by someone other than a Dentist.
- y) Any Services including any associated Services or procedures not specifically included in Covered Services.
- z) Services for which charges would not have been made if this coverage had not existed, except for Services as provided under Medicaid.
- aa) Missed appointment charges.
- bb) Preventive control programs, including home care items.
- cc) Plaque control programs.
- dd) Services from a Dentist other than a Colorado PPO Participating Dentist (except for \$50.00 of emergency services provided outside of Colorado).
- ee) Self-inflicted injuries.
- ff) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.

COORDINATION OF BENEFITS

Coordination of Benefits means taking other Plans into account when paying Benefits. Coordination of Benefits will apply when a Covered Person has coverage under more than one Plan. The Benefits of this Plan will be coordinated with the other Plan(s).

Plan: Any Plan that provides benefits or Services for dental care expenses on a group or individual basis. This includes group and blanket insurance, self-insured and prepaid plans, automobile fault or no-fault insurance and government plans (except Medicaid).

Primary Coverage: Coverage that has the first responsibility for paying a claim. The Primary Coverage must pay up to its full liability.

Secondary Coverage: Coverage responsible for paying a claim after the Primary Coverage has paid up to its full liability.

The rules for the order of benefit payment are summarized below.

- The Plan covering a Covered Person as an Employee will be primary over the policy or program covering a Covered Person as a Dependent.
- Dependent children's benefit payment determination will be as follows:
 - ❖ The Plan of the parent whose birthday (excluding year of birth) occurs earlier in a year will be primary, or;
 - ❖ If the parents are separated or divorced, the Plan of the parent who is ordered by court decree to take financial responsibility for dental expenses will be primary, or;
 - ❖ The Plan of the parent with custody is Primary and if the custodial parent has remarried, the step-parent's Plan is Secondary and the Plan of the parent without custody pays third.
- If the above rules do not establish an order of benefit payment, the Plan that has covered the Person for the longer period of time will be Primary except that the Plan covering the Person as a laid-off or retired employee or Dependent of such Person will be considered Secondary to any other Plan covering the Person.
- Any group Plan that does not contain a Coordination of Benefits provision is automatically primary.

If this Plan is Primary, this Plan will provide Benefits without regard to benefits provided by any other Plan. If this Plan is Secondary, this Plan will provide Benefits, which together with the other Plan will not exceed 100% of the allowable expense or this Plan's maximum benefit.

SUBROGATION

Delta Dental is entitled to enforce by its direct suit, or as co-plaintiff with a Covered Person, the Covered Person's claim against any third party to the extent of Benefits paid for, or on behalf of, a Covered Person by Delta Dental. When Delta Dental provides benefit payments for injuries sustained by a Covered Person and the Covered Person subsequently obtains a settlement from a third party which includes such costs, the Covered Person is obligated to refund to Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Covered Person.

APPEAL PROCESS

A Covered Person has the right to appeal any adverse determination made on a claim, whether in whole or in part. An appeal request may be submitted in writing within 180 days of the date of the original Explanation of Benefits to:

Delta Dental of Colorado
 Appeals Analyst
 PO BOX 172528
 Denver, CO 80217-2528

A Covered Person may submit additional documentation in support of the appeal. A second-level or external appeal, in certain cases, may be available on qualified claims.

For those cases that qualify for an Independent External Review, a Covered Person may submit a request in writing within 60 days of the First or Second Level Appeal decision to the Appeals Analyst at the address above. The request must include a completed External Review Request Form that includes a signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review.

HIPAA

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), your employer has agreed to:

- a) Not use or further disclose health information protected under HIPAA (Protected Health Information (PHI)) other than as permitted or as required by law;

- b) Ensure that any agents who receive PHI agree to the same restrictions that apply to your employer;
- c) Not to use or disclose PHI for employment-related actions and decisions;
- d) Report to the Plan any non-compliant use or disclosure of PHI that your employer is aware of;
- e) Make PHI available for an individual participant's own access and provide participants with the ability to amend or correct their own PHI upon request;
- f) Provide an accounting of its disclosures to individuals and make its practices relating to the use or disclosure of PHI available to the Secretary of HHS;
- g) Ensure that appropriate separation between the Plan and the Plan Sponsor was established as required by HIPAA and is supported by reasonable and appropriate security controls;
- h) If possible, return or destroy all PHI received from the health Plan when no longer needed for its purpose;
- i) Implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of the electronic protected health information that is managed on behalf of the group health plan;
- j) Ensure that any agent to whom it provides this information agrees to implement security measures to protect the information; and
- k) Report to the group health plan any security incident of which it becomes aware.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

Applies to Groups with 20 or more employees.

Covered Persons may be eligible to continue coverage under COBRA. The benefits will be the same as the benefits active Employees receive. The Covered Person will be responsible for the entire Premium amount, which cannot exceed 102% of the cost to the plan for a similarly situated active individual.

Qualifying events determine eligibility for COBRA coverage and the length of continuation. Eligible employees and dependents who lose coverage due to either the employee's termination of employment (other than gross misconduct) or a reduction in work hours to less than minimum may continue coverage for 18 months following the month in which the qualifying event occurs.

Eligible dependents who lose coverage due to any of the following Qualifying Events may elect to continue coverage for 36 months following the month in which the initial event occurs.

- An eligible employee's death;
- A divorce or legal separation from an eligible employee;
- A dependent child's ceasing to qualify as an eligible dependent under this Program; or
- An eligible employee's entitlement to Medicare benefits.

When the qualifying event is termination of the Employee's service, COBRA coverage may be extended for a Covered Person who qualifies for Social Security disability benefits. However, the Covered Person's disability must have existed on the date of the qualifying event or began within the first 60 days of COBRA coverage. When a qualifying event occurs, the employer must give the Covered Person the necessary COBRA election form.

This must be completed and returned to the employer within 60 days of the determination and before the end of the initial 18-month COBRA coverage period in order to extend COBRA coverage to 29 months.

COBRA Continuation coverage will be effective the first day of the month following termination of coverage. You must notify the plan administrator of your election of continuation of coverage within 60 days. Premium must be paid no later than 45 days after the election of continuation of coverage. Premium must be received by Delta Dental before any claims will be paid.

COBRA Continuation coverage will terminate on the earliest of the following:

- a) the last day of the month in which COBRA Continuation ends;
- b) the day the Contract terminates;
- c) the last day of the month that premium has been paid;
- d) the day the person becomes entitled to Medicare;
- e) the day the person becomes eligible for coverage under another group plan.

Continued Health Coverage required by the State of Colorado

Applies to Groups with less than 20 employees.

Covered Persons who have been continuously covered under this Contract for at least 6 months may be eligible to continue coverage for 18 months under State Continuation. The coverage, including premium and benefits, will be the same as the coverage active Employees receive, except that the Covered Person will be responsible for the entire Premium amount.

Qualifying events determine eligibility for State Continuation. Termination of service is a qualifying event. Reduction in hours is also a qualifying event for Employees who are required to work at least 40 hours per week to receive benefits and whose hours have been reduced below 30 hours per week *if* the reduction in hours was imposed due to economic conditions *and* the employer intends to restore the employee to a full 40 hour work schedule once economic conditions improve. For a covered Dependent, a qualifying event includes the Employee's death or divorce.

State Continuation coverage will be effective the first day of the month following termination of coverage. Within 60 days of the coverage termination, the Group must supply eligibility and premium to Delta Dental in order for the covered Person's benefits to continue.

State Continuation coverage will terminate on the earliest of the following:

- a) The last day of the month after 18 months of continued coverage;
- b) The day the Contract terminates;
- c) The last day of the month that premium has been paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person becomes eligible for coverage under another group plan; or
- f) In the case of a Dependent child, the day he no longer meets the definition of Dependent.

GLOSSARY

BENEFITS means those Services and supplies covered pursuant to the terms of the Contract. Benefits for all Covered Services are subject to the limitations and exclusions noted in this Benefit Booklet.

COMPLETED means:

- For Root Canal Therapy: On the date the canals are permanently filled.
 - For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays, and other laboratory prepared restorations: On the date the restoration is cemented in place.
 - For Dentures and Partial Dentures (removable partial dentures): On the date that the final appliance is first inserted in the mouth.
 - For all other Services, on the date the procedure is Started.
- For benefit payment purposes, the date Completed will be considered as the date when a Covered Service is incurred.

COINSURANCE means the percentage of a Covered Amount which is payable by Delta Dental. The Coinsurance for a Covered Service, **if applicable**, is shown on the Schedule of Dental Plan Benefits. The Coinsurance applicable to a Covered Person will vary depending upon the type of dental Service.

COPAYMENT means the dollar amount of a Covered Service that is payable by the Covered Person.

COVERED AMOUNT means the lesser of the Colorado PPO Dentist's Allowable fee or the fee actually charged by a Colorado PPO Dentist. No payment will be made for Services provided by a Dentist who is not a Colorado PPO Dentist.

DENTIST means an individual licensed to practice dentistry at the time and in the place Services are provided.

DEPENDENT means:

- The Subscriber's lawful spouse, including a civil union partner or domestic partner.
- A Civil Union partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be a partner in another civil union.
 - ❖ They must not be married to another person.
 - ❖ They must not be related.
 - ❖ They must have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado Law.
- A domestic partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old and view themselves as a family.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be married and may not have another partner.
 - ❖ They must have lived together for at least 6 consecutive months.
 - ❖ They must not be related.
 - ❖ They must be financially interdependent.
- A child under the Dependent Age Limit shown on the Schedule of Benefits.
- A child who reaches the Dependent Age Limit stated on the Schedule of Benefits and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent Age Limit, and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible children include natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil union or domestic partner.

No one may be covered as a Dependent and also as a Subscriber under this plan. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES means those services or supplies that are not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.

NECESSARY means a Service that is required by, and appropriate for treatment of, the Covered Person's dental condition according to generally accepted standards of dental care as determined by Delta Dental.

PPO DENTIST'S ALLOWABLE FEE means the fee from the PPO Discounted Fee Schedule that the PPO Dentist has contractually agreed with Delta Dental to accept for treating Eligible Persons under this plan, or the fee actually charged, whichever is less, for a single procedure.

PPO PARTICIPATING DENTIST means a Dentist licensed to practice who has executed a PPO Dentist Agreement with Delta Dental of Colorado to participate in that program.

STARTED means:

- For Full Dentures or Partial Dentures (removable partial dentures): The date the final impression is taken.
- For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays and other laboratory prepared restorations: The date the teeth are first prepared (i.e., drilled down) to receive the restoration.
- For Root Canal Therapy: The date the pulp chamber is first opened.
- For Periodontal Surgery: The date the surgery is actually performed.
- For All Other Services: The date the Service is performed.

DELTA DENTAL OF COLORADO—NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can access this information.

Delta Dental is required by law to maintain the privacy of your health information and to provide you with this notice of our legal duties and privacy practices with respect to your health information. We are committed to protecting your health information. This notice is effective on the date your group coverage went into effect.

How We May Use and Disclose Health Information About You

In almost all cases, we may use and disclose protected health information for treatment, payment, and health care operations. For example, we may use and disclose protected health information:

1. To communicate with the dentist who provides, coordinates, or manages your care,
2. To determine how much or whom we should pay for covered services,
3. To assess the quality of care that our participating dentists provide.

Other categories describing how we may use and disclose your health information are listed below, along with some examples of these uses and disclosures.

To You and With Your Written Authorization: We may disclose your health information to you in the manner and for the purposes described in the “Your Rights” section of this Notice. You may revoke your authorization in writing at any time. Your revocation will not affect any use or disclosure permitted by your prior authorization while it was in effect. Without your written authorization, we may not use or disclose your protected health information to any person or for any reason not permitted by law.

An authorization is required for uses and disclosures of protected health information for marketing purposes and disclosures that constitute a sale of protected health information. Any other uses and disclosures not specifically described in this notice will be made only with the individual’s authorization.

To Your Family and Friends: We may disclose your health information to a family member, friend or other person if you provide us written authorization to do so.

Disclosure to Plan Sponsors: For example, to help the sponsor of your group health plan administer your benefits.

Health Related Benefits and Services: We may use or disclose health information about you to communicate to you about health-related benefits and services.

Research: We may use or disclose health information about you for research purposes. If we do, Delta Dental may be required to obtain an authorization from you for such use or disclosure.

Public Health and Safety: For example, to prevent or lessen a serious and imminent threat to the health or safety of a person or the general public.

Required by Law: For example, as required by federal or state statute or regulation, worker’s compensation or similar laws and state insurance and health regulatory authorities.

Lawsuits and Disputes: For example, in the course of any administrative or judicial proceeding.

Law Enforcement: For example, to identify or locate a suspect or to comply with a court order, a court ordered

warrant, or a subpoena or summons issued by an officer of the court.

Military and National Security: For example, military, lawful intelligence, counter-intelligence, and other national security activities.

Your Rights Regarding Health Information About You

You have the following rights regarding health information we maintain about you:

- **Your Right to Inspect and Copy Your Health Information:** To inspect and copy such information, you must submit your request in writing. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request.
- **Your Right to Amend Protected Health Information:** You may request that Delta Dental change your health information, although we are not required to do so. If your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make your request in writing. You must also provide a reason for your request.
- **Your Right to an Accounting of Disclosures Made by Delta Dental:** You may request an accounting of disclosures made for purposes other than treatment, payment, health care operations or made to you. You must submit your request in writing. Your request should specify a time period of up to six years and may not include dates before April 14, 2003. Delta Dental will provide the first accounting per 12-month period free of charge; we may charge you for additional reports.
- **Your Right to Request Restrictions on Uses and Disclosures:** Although you have this right, Delta Dental is not required to agree to the restrictions that you request. If you would like to make a request for restrictions, you must submit your request in writing.
- **Your Right to Request Confidential Communications Through a Reasonable Alternative Means or at an Alternative Location:** To request confidential communications, you must submit your request in writing. We are not required to agree to your request, unless such disclosure could cause you to be in danger.
- **Your Right to a Paper Copy of this Notice:** You may obtain additional paper copies of this Notice by sending us a written request. You may also obtain a copy of this Notice at our website www.deltadentalco.com.
- **Your Right to Opt Out of Fundraising Communications:** Delta Dental does not intend to contact you to raise funds, but if it does engage in fundraising, you have the right to opt-out of receiving any fund raising communications.
- **Your Right to Breach Notification:** You have the right to be notified of a breach of unsecured protected health information. Delta Dental will provide you the date and description of the information disclosed. You will be notified who the information was disclosed to if we are able. You will be notified by mail within 60 days from the date that we discover the breach.
- **Your Right to Obtain Additional Information or File a Complaint:** Send us a written request if you would like to have a more detailed explanation of these rights. Complaints about how we handle your health information should be submitted in writing. If you believe your privacy rights have been violated, you may file a complaint with the Secretary of the Department of Health and Human Services. Delta Dental will not retaliate against you in any

way if you choose to file a complaint with us or with the department.

Genetic Information Nondiscrimination Act: Delta Dental is prohibited from using or disclosing genetic information for underwriting purposes.

Changes to this Notice

Delta Dental can amend this Notice at any time in the future and make the new Notice provisions effective for all health information that we maintain. We will promptly revise our Notice and distribute it to you whenever we make significant changes. Delta Dental is required by law to comply with the current version of this Notice.

Send Written Requests Regarding this Privacy Notice to:

**Privacy Officer
PO Box 5468
Denver CO 80217-5468**

Or You May Call: 1-800-233-0860

Visit Delta Dental's Website at:

www.deltadentalco.com

You can search for a Dentist, download a claim form or
access other personal account information.

Delta Dental of Colorado

4582 South Ulster Street, Suite 800
Denver, CO 80237

Customer Service:

1-800-610-0201

EXHIBIT A-1

**DELTA DENTAL
PPO HIGH POLICY INFORMATION**



DELTA DENTAL OF COLORADO

4582 South Ulster Street
Denver, Colorado 80237

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Colorado Dental Service Inc., d/b/a Delta Dental of Colorado, herein called "Delta Dental."

The following section of the current PPO contract dated January 1, 2007 has been amended effective January 1, 2014. The balance of such contract is continued as if fully set forth herein except for the amended section as shown below.

Limitations on Diagnostic, Preventive and Adjunctive Benefits

Benefits for cleanings (adult and child), and/or any procedure that includes any component of cleaning, will not be provided more than twice in any 12-month period. For payment purposes, an adult cleaning is not a benefit for persons under age 14. For individuals with the conditions listed below, 2 additional cleanings (or any procedure that includes a component) will be provided during a 12 month period.

- People who are diabetic and have documented periodontal (gum) conditions or;
- Women who are pregnant and have documented periodontal (gum) conditions or;
- People with cardiovascular disease who have documented periodontal (gum) conditions or;
- People with kidney failure or who are undergoing dialysis and;
- People who have an immune system which is suppressed because of chemotherapy or radiation treatment, HIV Positive status, Organ Transplant, or stem cell (bone marrow) transplant.
- People with a history of prior periodontal therapy.

The definition of DEPENDENT shall include:

- The Employee's lawful spouse, including civil union partner, or domestic partner.
- Civil Union partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be a partner in another civil union.
 - ❖ They must not be married to another person.
 - ❖ They must not be related.
 - ❖ They must have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado Law.
- Domestic partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old and view themselves as a family.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be married and may not have another partner.
 - ❖ They must have lived together for at least 6 consecutive months.
 - ❖ They must not be related.
 - ❖ They must be financially interdependent.
- A child under the Dependent Age Limit shown on the Schedule of Benefits.
- A child who reaches the Dependent Age Limit stated on the Schedule of Benefits and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent Age Limit, and is dependent on the Employee. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.



Eligible children include natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of Civil Union or domestic Partner.

No one may be covered as a Dependent and also as an Employee under this Plan. If both parents are covered as Employees, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

Countersigned:
Delta Dental of Colorado

Jean Lawhead

Signature

January 1, 2014

Date

Accepted:
CITY AND COUNTY OF DENVER - #6793

Signature

Date



**Delta Dental of Colorado
4582 South Ulster Street
Denver, Colorado 80237**

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Colorado Dental Service Inc., d/b/a Delta Dental of Colorado, herein called "Delta Dental." The attached appendices and riders constitute the entire Contract of the parties and will become binding upon the parties and their respective successors and assigns effective the 1st day of January, 2013 for a three year period and for successive one-year periods thereafter unless terminated as herein provided. This contract is issued and delivered in the State of Colorado, is governed by the laws of Colorado and is subject to the terms and conditions recited on the subsequent pages of this contract, and may not be changed, altered or terminated except in accordance with Article VII, RENEWAL AND TERMINATION of this Contract.

This DECLARATIONS PAGE supersedes any contrary provision of the subsequent sections of this contract.

DECLARATION PAGE

Group: CITY AND COUNTY OF DENVER

Type of Contract: Delta Dental PPO

Group Number: 6793 – High Option

Contract Effective Date: January 1, 2013

Contract Anniversary Date: January 1st

	PPO Dentist	Delta Dental Premier Dentist	*Non- Participating Dentist	
Covered Services	Plan Pays	Plan Pays	Plan Pays	Waiting Period
Diagnostic & Preventive Services				
Sealants	100%	100%	100%	NONE
Oral Exams and Cleanings	100%	100%	100%	NONE
X-Rays	100%	100%	100%	NONE
Fluoride Treatment	100%	100%	100%	NONE
Basic Services				
Simple Extractions	90%	80%	80%	NONE
Complex Oral Surgery	90%	80%	80%	NONE
Basic Restorative (Fillings)	90%	80%	80%	NONE
Endodontics (Root Canal Therapy)	90%	80%	80%	NONE
Periodontics (Gum Disease Treatment)	90%	80%	80%	NONE
Major Services				
Denture Repair/Relines/Rebases	60%	50%	50%	NONE
Prosthodontics (Dentures, Bridges)	60%	50%	50%	NONE
Special Restorative (Crowns, Inlays, Onlays)	60%	50%	50%	NONE
Occlusal Guard	60%	50%	50%	NONE
Implant Services	50%	50%	50%	NONE
Orthodontic Services				
Orthodontics (no age limit)	50%	50%	50%	NONE

Orthodontia is a covered benefit. See Delta Dental Benefits Rider DDCO-SPECC12 and the Ortho Rider for details of all benefits and limitations.

*** Important: Non-Participating Dentists are allowed to balance bill. Employees and/or Dependents are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Dentist.**

Age

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

Deductible (January 1st - December 31st)

Class	Type	Network	Amount
All Covered Classes Except Ortho	Individual coverage amount	Non-PPO	\$25
All Covered Classes Except Ortho	Family coverage amount	Non-PPO	\$75
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO	\$25
All Covered Classes Except D&P and Ortho	Family coverage amount	PPO	\$75

Maximum (January 1st - December 31st)

Class	Type	Network	Amount
All Covered Classes Except Ortho and Surgical Implant	Individual coverage amount	PPO and Non-PPO	\$2000
Orthodontic Classes	Individual lifetime	PPO and Non-PPO	\$1000
Surgical Implant Classes	Individual coverage amount	PPO and Non-PPO	\$1000

Eligibility Waiting Period

Active employees working the minimum number of hours as required by the employer will become eligible for enrollment on the first day of the month following their date of employment.

Enrollment Type

The enrollment type is Open Enrollment. Open Enrollment means a period of time each Contract Year occurring prior to the Anniversary Date during which eligible Employees may choose to enroll themselves and/or their eligible Dependents in the Plan, or change from one coverage option to another if the Contract issued to the Group permits them to do so. Coverage will become effective on the Group's Anniversary Date. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

Where two Employees who are spouses and are both eligible for coverage under this contract, they may be enrolled together or separately, but not both. Dependent children may be enrolled under one parent. The term spouse includes same gender Domestic Partner.

Rate Coverage

Coverage Tier	Admin Fee
Per Month Per Subscriber	\$ 2.93

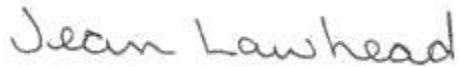
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service Fee would not become effective until the next contract anniversary. If a recalculation becomes necessary, multiple-year contracts will be replaced with a new agreement based upon the new enrollment.

The Service Fee is due the first day of each month, and as further described in Article II. The Monthly Claims Reimbursement Due Date is the 2nd, 12th, and 22nd day or the last business day closest to such date of each month and as further described in Article II.

Riders or Appendices Attached

Countersigned:

Delta Dental of Colorado



Signature

July 9, 2013

Date

Accepted:

CITY AND COUNTY OF DENVER – 6793 – High Option

Signature

Date

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ARTICLE I. DEFINITIONS

The terms below apply to this Contract:

1.01 ALTERNATE BENEFIT means the amount allowed based on the least costly, commonly accepted Service used to treat a dental problem when a Covered Person selects more costly treatment options.

1.02 APPLICANT means the Group or Employer wishing to provide dental benefits.

1.03 BENEFITS mean the Services described in this Contract in the Benefits Rider, BENEFITS, LIMITATIONS and EXCLUSIONS.

1.04 COINSURANCE means the percent of a Covered Amount which Delta Dental will pay. The Coinsurance for each type of Covered Service appears in the Declaration Page. The Coinsurance that applies to a Subscriber may vary by type of dental Service.

1.05 COMPLETED means:

- For Root Canal Therapy, the date the canals are permanently filled.
- For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays, and other laboratory prepared restorations: The date the restoration is cemented in place.
- For Dentures and Partial Dentures (removable partial dentures): The date that the final appliance is first inserted in the mouth.
- For all other Services: The date the procedure is Started.

For benefit payment purposes, the date a Covered Service is incurred is the date Completed.

For benefit payment purposes, the date Completed will be considered as the date when a Covered Service is incurred.

1.06 The **CONTRACT ANNIVERSARY DATE** or **ANNIVERSARY DATE** is noted on the declaration page of this Contract. The anniversary date is the first day of each Contract Year following the initial Contract Year.

1.07 CONTRACT means the agreement between Delta Dental and the Applicant. It includes attached appendices, exhibits and riders, if any. This Contract is the whole agreement between the parties.

- 1.08 CONTRACT TERM** means the time from the Effective Date of the Contract until it is terminated.
- 1.09 CONTRACT YEAR** is the 365 days beginning on the Effective Date of this Contract, and each year after unless the contract is terminated. The contract year is 366 days in a leap year.
- 1.10 COVERED AMOUNT** means:
- For PPO Dentists, the lesser of the PPO Dentist's Allowable fee or the fee actually charged.
 - For Premier Participating Dentists, the lesser of the Premier Maximum Plan Allowance, or the fee actually charged.
 - For all other Dentists, the lesser of the non-participating Maximum Plan Allowance or the fee charged.
- 1.11 COVERED PERSON** means:
- an enrolled Employee or Dependent for whom the monthly Premium is paid.
 - a person who elects continued coverage and for whom the monthly Premium is paid.
- 1.12 COVERED SERVICES** means the Services described in this Contract or attachments, subject to the limitations and exclusions noted.
- 1.13 DEDUCTIBLE** means the amount the Subscriber must pay before Delta Dental pays. The Deductible is shown on the Declaration Page. If there is a limit to the deductible that a family must pay, that will be shown on the Declaration Page.
- 1.14 DELTA DENTAL PPO** is a preferred provider plan. PPO Dentists provide services at the PPO Discounted Fee Schedule.
- 1.15 DENTIST** means a person licensed in dentistry.
- 1.16 DEPENDENT** means:
- The Employee's lawful spouse, including common law spouse or same gender Domestic Partner.
 - A Dependent child under the Dependent Age Limit shown on the Declaration Page.
 - A Dependent child who reaches the Dependent Age Limit shown on the Declaration Page and who is not capable of self-support because of physical or mental disabilities. The disabilities must have been present when the child reached the Dependent Age Limit. The child must be dependent on the Employee. Delta Dental may request proof of disability and dependency each year. Failure to submit such proof will terminate coverage.

Eligible children are natural children, stepchildren, those under court-ordered guardianship, adopted children, foster children, and children of a same gender Domestic Partner.

No one may be covered as a Dependent and as an Employee under this Contract. If both parents are covered as Employees, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

- 1.17 EFFECTIVE DATE** is the date coverage begins.
- 1.18 ELIGIBLE CLASS** is a group of Employees who are allowed to enroll under the Contract. A list of Eligible Classes is on the Declaration Page.
- 1.19 ELIGIBILITY WAITING PERIOD** means the time that a person must be employed before they may enroll. The Eligibility Waiting Period is chosen by the Applicant and may differ by Eligible Classes. The Eligibility Waiting Period, if any, is noted on the Declaration Page and in Article III.
- 1.20 EMPLOYEE** means someone who works at least the number of hours defined by the Employer.
- 1.21 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** are those services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.
- 1.22 GROUP** means the Applicant or Employer contracting for dental benefits.
- 1.23 LATE ENROLLMENT** means to enroll after first becoming eligible. A Late Enrollee must be enrolled for 12 months before Covered Services beyond those noted on the Declaration Page are covered. The exceptions to this rule are:
- a) an Employee or Dependent who loses coverage through another group plan. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) Such Employee or Dependent will be allowed to enroll within 31 days of the loss of coverage with proof of loss. The person will not be a Late Enrollee.
 - b) a Dependent child under age four may be added on any Contract Anniversary Date. The child will not be a Late Enrollee.
- If the Applicant chooses Late Enrollment, the option will be noted on the Declaration Page.**
- 1.24 MAXIMUM PLAN ALLOWANCE** means the most that will be allowed for a procedure. Delta Dental reviews the limits twice a year. We may increase or decrease fees for any procedure.
- 1.25 NECESSARY** means a Service that Delta Dental decides, using accepted standards of dental care, is needed and fitting for treatment of the Subscriber's dental condition.
- 1.26 NON-PARTICIPATING DENTIST** means a Dentist who does not contract with Delta Dental.

- 1.27 OPEN ENROLLMENT** means a period prior to the Anniversary Date when eligible Employees and their Dependents may enroll. They may also change from one plan to another if the Contract permits them to do so. Coverage is effective on the Applicant's Anniversary Date. **If the Applicant chooses an Open Enrollment period, the option will be noted on the Declaration Page.**
- 1.28 PARTICIPATING DENTIST** means a Dentist who contracts with Delta Dental.
Premier Participating Dentist means a Dentist who has a Premier Participating Dentist Agreement with Delta Dental.
PPO Participating Dentist means a Dentist who has a PPO Dentist Agreement with Delta Dental.
- 1.29 PPO DENTIST'S ALLOWABLE FEE** means the lesser of the fee from the PPO Discounted Fee Schedule that the PPO Dentist has agreed to or the fee actually charged for a single procedure.
- 1.30 PRE-TREATMENT ESTIMATE** is review of a Dentist's plan of care to decide what is covered under this Contract.
- 1.31 SERVICE** means a procedure or supply provided by a Dentist.
- 1.32 SERVICE FEE** means the amount of money paid to Delta Dental for each Subscriber to purchase the Administrative Services provided by this Contract, as provided in Article II.
- CLAIMS REIMBURSEMENT** means the amount of money the Group must pay Delta Dental for the total amount of Dentists' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.
- 1.33 STARTED** means
- For Full Dentures or Partial Dentures (removable partial dentures): The date the final impression is taken.
 - For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays and other laboratory prepared restorations: The date the teeth are first prepared (i.e., drilled down) to receive the restoration.
 - For Root Canal Therapy: The date the pulp chamber is first opened.
 - For Periodontal Surgery: The date the surgery is performed.
 - For All Other Services: The date the Service is performed.
- 1.34 SUBSCRIBER** means:
- an enrolled Employee or Dependent for whom the monthly Premium is paid.
 - a person who elects continued coverage and for whom the monthly Premium is paid.
- 1.35 TIED-TO-MEDICAL** means dental benefits linked to the medical plan that the Applicant offers. Only those who enroll in a medical plan may be Subscribers under a dental plan that is tied-to-medical. **If the Applicant chooses Tied-To-Medical, the option will be noted on the Declaration Page**

- 1.36 WAITING PERIOD** means the time from a Subscriber's Effective Date until certain Services are covered. If a Service is Completed before the Waiting Period for that Service ends, that Service is not covered. If a Person's coverage ends and the Person becomes covered again, the Effective Date is the most recent Effective Date unless stated otherwise in the Contract. **If Waiting Periods apply, they are noted on the Declaration Page.**

ARTICLE II. SERVICE FEE AND MONTHLY CLAIMS REIMBURSEMENT

2.01 CLAIMS REIMBURSEMENT

Claims Reimbursement - On the 2nd, 12th and 22nd day or the last business day closest to such date of each month, Delta Dental will notify the Group of the total amount of Dentists' statements paid or otherwise discharged by Delta Dental for services rendered. Using one of the options described below, a prompt transfer of funds is made to Delta Dental to cover such disbursements as they become due and payable upon receipt of said notification.

a) **Automated Clearing House Transfer (ACH Transfer)**

Once the Group is notified of the total claims paid, Delta Dental has authorization from the Group to initiate an electronic transfer of funds from the Group's account to cover the total claims paid by Delta Dental. The ACH Transfer will occur 2 business days following the Group's receipt of the total claims paid by Delta Dental.

b) **Wire Transfer**

Once the Group is notified of the total claims paid, the Group initiates the electronic transfer of funds from their account to cover the total claims paid by Delta Dental. The electronic fund transfer must be completed within 5 business days of the Group receiving the invoice.

- 2.02 MONTHLY SERVICE FEE.** The Monthly Service Fee for each Subscriber is as noted on the Declaration Page. The Group agrees to remit to Delta Dental during the Contract Term a monthly Service Fee for each subscriber. This is due and payable on the 15th day of each month for the previous month's Service fee.

- 2.03 SERVICE FEE AND CLAIMS REIMBURSEMENT AT TERMINATION.** In the event this Contract terminates for any reason, the Applicant will be liable for all Service Fees due but unpaid, as well as Claims Reimbursement.

- 2.04 CHANGE OF SERVICE FEE.** In the absence of an amendment mutually agreed upon between Applicant and Delta, no change in the Service Fee will be made during a Contract Year.

- 2.05 CLERICAL ERRORS.** Clerical errors or delays in maintaining or exchanging data relative to coverage will not validate or invalidate coverage that would otherwise be in force. Upon discovery of such errors or delays, an adjustment of charges will be made.

2.06 GRACE PERIOD.

- Service Fee. The Contract has a Grace Period of 15 days after the due date of the Service Fee bill.
- Claims Reimbursement. The Contract has a Grace Period extending to the following bill of claims reimbursement. When Delta Dental has notified the Group of the total claims paid on the 2nd, the grace period is until the 12th day of the month; when Delta Dental has notified the Group of the total claims paid on the 12th, the grace period is until the 22nd day of the month; and when Delta Dental has notified the Group of the total claims paid on the 22nd calendar day, the grace period is until the 2nd of the following month.

The coverage remains in force during this Grace Period unless terminated by the Group. If either the Service Fee or Claims Reimbursement are not paid by the end of the Grace Period, the Contract will be placed on a hold status, where no claims will be paid and no eligibility will be guaranteed. If the Group does not pay after this Grace period, they may be terminated as of the last date of the earliest Grace Period at the discretion of Delta Dental. Service Fees and Claim Reimbursement are due through the last day of the Grace Period, including the Grace Period.

- ## **2.07 TIMELY NOTICE.**
- Delta Dental must be informed when any Subscriber is no longer eligible. Failure to provide timely notice does not continue a Subscriber's coverage past the time it would otherwise have ended.

ARTICLE III. ELIGIBILITY

- ### **3.01 ELIGIBILITY.**
- An Employee in an Eligible Class may enroll 31 days after the Eligibility Waiting Period. They may also enroll during an Open Enrollment period if offered by the Employer.

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 30 days of an Employee or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth and effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Employee's), relationship to the Subscriber, address, gender, social security number and date of birth must be submitted.
- Coverage is effective after the eligibility waiting period shown on the Declaration Page.
 - An Employee not enrolled in the plan may not enroll Dependents.
- b) **LATE ENROLLMENT**
- Late Enrollment. A Subscriber who does not enroll within the period described in Article III Section 3.01a will be considered a Late Enrollee.

- Open Enrollment. A Subscriber who fails to enroll within the period described in Article III, Section 3.01a may enroll at the next Open Enrollment.
 - Tied-to-Medical. Eligibility for the dental plan will be the same as that required by the medical plan.
- c) **MAINTAINING COVERAGE.** The Group will give Delta Dental a list of any plan additions, changes, or terminations on or before the first day of each month. Delta Dental is not required to provide Benefits for an Employee or Dependent not on the list and for whom the monthly Premium is not paid.

3.02 EMPLOYEE ELIGIBILITY. Employees may enroll within 31 days of the date they first become eligible.

- a) Depending on the Enrollment Type of the group, Eligible Employees who do not enroll as described above may enroll
- For Open Enrollment Groups, only during Open Enrollment. Eligible Employees who enroll and later drop the plan may enroll only during Open Enrollment.
 - For Late Enrollment Groups, they may be able to enroll as a Late Enrollee.
- b) Eligible Employees who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, job loss, or termination of benefits by the employer.) They must enroll within 31 days of the loss of coverage.

3.03 DEPENDENT ELIGIBILITY. Dependents of an eligible Employee may enroll within 31 days of the following:

- The date the Employee becomes eligible to enroll. The effective date is that of the employee.
 - New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
 - The date the Contract is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.
- a) If the group's Enrollment Type is Tied-to-Medical and Dependent enrollment is desired, the Dependents must be the same as those on the medical plan.
- b) New Dependents must be added within 31 days. If not added during this time:
- If the group's Enrollment Type is Open Enrollment, the Dependent can be added during the Open Enrollment period.
 - If the group's Enrollment Type is Late Enrollment, a Dependent can be added as a Late Enrollee.
- c) Depending on the Enrollment Type of the group, Eligible Dependents who do not enroll as described above may enroll
- For Open Enrollment Groups, only during Open Enrollment. Dependents who enroll and later drop the plan may enroll only during Open Enrollment.
 - For Late Enrollment Groups, they may be able to enroll as a Late Enrollee.
- d) Eligible Dependents who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce,

loss of job, or termination of benefits by the employer.) They must enroll within 31 days of the loss.

3.04 TERMINATION OF COVERAGE. A Subscriber's plan will terminate at the earliest of:

- The date Delta Dental receives a written request to cancel;
- The date the Subscriber is not eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Subscriber enters full-time military service of any country; or
- As to any Dependent, the date the person no longer qualifies as a Dependent.

Delta Dental must be notified within 60 days if a Dependent or Subscriber is no longer eligible.

Family and Medical Leave ACT (FMLA) -

If coverage ends during an Employer approved FMLA leave, coverage may be reinstated upon return to work within the terms of the FMLA leave. Pre-existing conditions, limitations and other waiting periods will not be imposed unless they were in effect for the Employee and/or his or her Dependents when coverage terminated.

3.05 INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE OR LAYOFF. If an Employee loses coverage due to strike, lay-off or leave of absence, and returns to work within 6 months, he may re-enroll on the first day of the month after his return to work. If the absence exceeds 6 months, he will be treated as a new Employee. Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply as to new coverage. The following exception applies:

- Delta Dental of Colorado complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees called to active duty may enroll as if there had been no leave of absence if they are still in an Eligible Class of Employee when they return to work. USERRA allows Employees to elect continuation of coverage when coverage would terminate due to an absence to serve in the uniformed services.
- Services received by a person who is not eligible due to leave of absence are not covered unless the person elects continued coverage as provided in Article VIII or according to USERRA where applicable.

3.06 INVOLUNTARY LOSS OF "OTHER COVERAGE". A person who loses dental coverage from another source will be allowed to enroll with proof of the loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) The person must enroll within 31 days of the loss. Coverage will begin the first day of the month following enrollment.

3.07 VOLUNTARY TERMINATION OF COVERAGE. In groups with Open Enrollment, a Subscriber who cancels his plan may only re-enroll at the next Open Enrollment. In groups not offering Open Enrollment, a Subscriber who cancels his plan and wants to re-enroll will be a Late Enrollee. The requirements of Late Enrollment will apply.

3.08 REVIEW OF RECORDS. Applicant will permit Delta Dental, with advance written notice, to inspect records of Applicant in order to confirm the lists of Subscribers prepared by Applicant. Delta Dental may verify Applicant's compliance with Article II. Delta Dental may use auditors or other agents for this purpose.

ARTICLE IV. COORDINATION OF BENEFITS

4.01 DEFINITIONS. Coordination of Benefits means taking into account other Plans when paying Benefits.

Plan means a Plan that provides benefits or Services for dental care on a group or individual basis. This includes group and blanket insurance, self-insured and prepaid plans, automobile fault or no-fault insurance and government plans (except Medicaid).

Primary Coverage means Coverage that must pay first. The Primary Plan must pay up to its full liability.

Secondary Coverage means Coverage that pays a claim after the Primary Plan pays.

4.02 WHEN COORDINATION OF BENEFITS APPLIES.

Coordination of Benefits applies when a Subscriber is covered under more than one Plan. The Benefits of this Plan will be coordinated with the other Plan(s).

4.03 RULES FOR COORDINATION OF BENEFITS.

The rules for the order of payment are shown below.

- The Plan covering a Subscriber as an Employee is primary to a policy on which the Covered Person is a Dependent.
- For Dependent children, primacy will be determined as follows.
 - The Plan of the parent whose birthday occurs earlier in a year will be primary.
 - If the parents are separated or divorced, the Plan of the parent who is ordered by court decree to pay for dental expenses will be primary.
 - The plan of the parent with custody is Primary. If the custodial parent has remarried, the stepparent's Plan is Secondary and the Plan of the parent without custody pays third.
 - If the above rules do not establish an order of benefit payment, the Plan that has covered the Person the longest will be Primary. If that

Plan covers a person who has been laid off or is retired, it will be Secondary to any other Plan.

- A group Plan that does not have a Coordination of Benefits clause is primary.

If this Plan is Primary, we will pay claims without regard to benefits provided by any other Plan. If this Plan is Secondary, we will pay claims so that together with the other Plan payment will not exceed 100% of the allowable expense or this Plan's maximum benefit.

ARTICLE V. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

5.01 PAYMENT OF CLAIMS. Covered services will not include, and payment will not be made for claims for dental Services not listed in this Contract and any Appendix, Amendment, or Rider. Claims submitted to Delta Dental must use terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).

5.02 APPEAL OF AN ADVERSE DETERMINATION OF A CLAIM.

A. Internal Appeal Process - First Level Appeals

A Subscriber may appeal an adverse claim decision within 180 days of the date of the original Explanation of Benefits by writing to:

Delta Dental of Colorado
Appeals Analyst
PO BOX 172528
Denver, CO 80217-2528

A Subscriber may submit additional information in support of the appeal.

Appeals are reviewed by an impartial Dentist of the same or similar specialty as would typically manage the case being reviewed. The reviewing dentist will not have been involved in the initial decision.

The decision will be sent to the Subscriber with the rationale for the decision. The decision will be made within 15 calendar days for pre-service denials. Post-service decisions will be made within 30 calendar days.

B. Internal Appeal Process - Second Level Appeals (Not available for Self-Funded Groups)

If a denial is upheld at the first level, a Subscriber may request a second level appeal. The request must be received within 30 days of the First Level Appeal decision. It must be submitted to the address noted in 5.02A. Additional information may be submitted. Second level appeals will be reviewed by an impartial dentist with the appropriate expertise. The reviewer will not have been involved in the first appeal. The Subscriber, or a designated representative, may request to appear before the reviewer in person or may present by conference call.

A Second Level Appeal decision will be issued within 7 days of the review meeting.

C. Internal Appeal Process - Expedited Appeals

Subscribers may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Subscriber, would jeopardize the Subscriber's ability to regain maximum function, or, for persons with a disability, create an imminent and substantial limitation on their existing ability to live independently.

Expedited review decisions will be issued within 72 hours.

D. Independent External Review (Not available for Self-Funded or Federal Groups)

For some appeals, the Subscriber may have the right to request an external review. Delta Dental will notify the member of their right, if any, to request an external review after the First Level or Second Level appeal.

Requests for an independent external review must be in writing. The Subscriber must submit the request within four months of the First Level Appeal decision or 60 days of the Second Level Appeal decision. Requests should be addressed to the Appeals Analyst at the address in 5.02 A. Requests must include a completed external review request form as required by the Colorado Division of Insurance. A signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review is also required.

Delta Dental adheres to timeframes set forth by Colorado Regulation 4-2-21 in the processing of Independent External Reviews.

ERISA Rights

If health benefits are provided through an Employee Retirement and Income Security Act (ERISA) covered plan, a Subscriber may have the right to bring civil action under Section 502(a) of ERISA. The Subscriber must first exhaust required internal reviews.

- 5.03 CLAIMS FROM NON-PARTICIPATING DENTISTS.** Payment for Completed Covered Services from a Non-Participating Dentist will be based on the non-participating Maximum Plan Allowance. The Subscriber will be responsible for the full cost of Service.
- 5.04 CLAIMS FROM PARTICIPATING DENTISTS.** Payment for Completed Covered Services provided by a Participating Dentist will be made directly to the Dentist. The patient does not have to pay any amount above what Delta Dental allows. If the Participating Dentist charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.
- 5.05 TIME FRAME FOR SUBMISSION OF CLAIM.** Delta Dental may not pay claims submitted more than 12 months after the date the Service is Completed. If a Participating Dentist failed to submit a claim within this time, the Subscriber will not be liable for the amount that Delta Dental would have paid.

5.06 AVAILABILITY OF DENTIST. A Subscriber may elect the Service of any licensed Dentist, but neither Delta Dental nor Applicant guarantees the availability of any Dentist.

5.07 RIGHT TO INFORMATION AND RECORDS. Delta Dental may receive records related to the treatment of a Subscriber from any Dentist. Delta Dental may require a Subscriber to be examined by a dental consultant retained by Delta Dental. Delta Dental will maintain records in a confidential manner in accordance with federal and state law.

5.08 EXTENDED COVERAGE. Delta Dental benefits will end if this Contract is terminated or if a person's coverage is cancelled. Delta Dental will cover no further Services except as described below.

If a Covered Service Started before coverage ends, but the Covered Service is Completed after it ends, Delta Dental will pay Benefits for the Covered Service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the Person's coverage were still in effect.
- Benefits will be paid only if the Covered Service is Completed within 60 days after the date the Person's coverage ended.

No benefit will be paid if the Covered Service is Started after coverage ends.

5.09 PRE-TREATMENT ESTIMATE . Before starting treatment that may cost \$400 or more, Subscribers may request an estimate from Delta Dental of what is covered. Pre-treatment estimates are not required and are provided as a service to the Covered Person and Dentist.

5.10 SUBROGATION. Delta Dental may pursue on its own or with a Covered Person a claim against a third party. If Delta Dental pays a claim for injuries to a Covered Person and the Covered Person settles with a third party for an amount that includes such costs, the Covered Person must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Covered Person.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

6.01 NOTICES. Any notice under this Contract will be valid if given by either the Applicant or Delta Dental to the other. In the case of the Applicant, notice may be given to a designated agent. The notice will be effective upon the date of mailing.

6.02 NOTICES TO SUBSCRIBERS. Notice to a Subscriber will be in writing and sent by regular US mail to the current address in Delta Dental's records. If agreed to by Delta Dental and the Subscriber, notices may be sent via email.

- 6.03 LEGAL ACTION.** No action at law or in equity may be filed in order to recover on this Contract prior to the expiration of 60 days after final notice of claim has been filed in accordance with the requirements of this Contract.
- 6.04 REPRESENTATIONS.** All statements made by the Group or by an individual will be deemed representations and not warranties.
- 6.05 ENTIRE CONTRACT; AMENDMENTS.** This Contract is the complete agreement between Delta Dental and the Group. This Contract may not be orally amended or changed. This Contract may at any time be amended and changed by written agreement between Delta Dental and the Group. Any such amendment will be binding on all Subscribers regardless of the date their coverage became effective or the date treatment was Started.
- 6.06 CONTRACT CHANGES.** No agent or employee of Delta Dental may change the Contract or waive any of its provisions. No change in the Contract will be valid unless approved in writing by an authorized Delta Dental employee.
- 6.07 GROUP'S ACCESS TO RECORDS.** Delta Dental agrees that Group or its designated representative may access all files and records pertinent to the Group in accordance with federal and state laws. The group must give written advance notice.
- 6.08 SETTLEMENT OF DISPUTES.** Any dispute between Delta Dental, a Participating Dentist, and Subscriber, or any combination of these, must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Except for ERISA covered claims, disputes include adverse claim decisions not settled by the appeals process. Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. Arbitration may be initiated by any party to a dispute by giving notice to each party, by filing two copies of such notice with the American Arbitration Association and by complying with other applicable provisions of the Association's rule.
- 6.09 PARTICIPATING DENTIST.** Delta Dental will make reasonable efforts to provide Applicant a list of Participating Dentists. The list may be provided in different formats. The Dentists may change from time to time, and Delta Dental reserves the right to change the list without prior notice to the Applicant.

Neither Delta Dental nor Applicant is liable for any act or omission by Dentists or their agents or employees who provide or contract to provide dental Services under this Contract. Dentists who participate with Delta Dental are independent contractors. They are neither agents nor employees of Delta Dental. Nor is Delta Dental an agent or employee of any Participating Dentist. Delta Dental will not be responsible for any claim or demand for damages arising out of any injuries suffered by a Subscriber while receiving care from any Participating provider or in any Participating provider's facilities.

- 6.10 EMPLOYEE BENEFIT BOOKLET.** Delta Dental will give an Employee Benefit Booklet to the Group. The Group will make the booklet available to each

Subscriber. If an amendment to this Contract will materially affect the Benefits in the booklet, we will give a revised Employee Benefit Booklet or inserts showing the change to the Group.

- 6.11 PHYSICAL EXAMINATION.** Delta Dental, at its own expense, may examine an individual for whom a claim or request for pre-estimation of Benefits is pending under this Contract.
- 6.12 GENDER.** The use of the singular will include the plural and the plural the singular. Use of any gender will include all genders.
- 6.13 NON-DISCRIMINATION.** Delta Dental does not use health factors to determine benefits or premium rates. Health factors include health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability and disability.
- 6.14 HIPAA PRIVACY & SECURITY.** Delta Dental complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations.

ARTICLE VII. RENEWAL AND TERMINATION

- 7.01 RENEWAL.** The Contract will renew for one-year periods unless either party elects not to renew by giving the other party written notice. Notice must be received at least 60 days before the end of the current Contract year. If there are changes to the rates or other terms of this Contract effective on an Anniversary Date, Delta Dental will provide notice of the proposed changes with the notice of renewal.
- 7.02 TERMINATION.** This Contract will be terminated as follows:
- a) By either the Group or Delta Dental at the end of the original Contract or at the end of any renewal year, provided the required notice of non-renewal is given.
 - b) In the event any Service Fee due as stated in Article II of this Contract is not paid within 20 days of the due date, Delta Dental may give notice that payment is due, and if such payment is not received by the last day of the Grace Period, as referenced in Article II, Section 2.06, Delta Dental may terminate all further obligations.
 - c) In the event any Claims Reimbursement due as stated in Article II of this Contract is not paid within 10 calendar days of the due date, Delta Dental may give notice that payment is due, and if such payment is not received by the last day of the Grace Period, as referenced in Article II, Section 2.06, Delta Dental may terminate all further obligations.
 - d) By election of the Group if Delta Dental defaults in providing the Benefits under the Contract and such default is not corrected within 60 days of notice of such default.

- e) By election of Delta Dental in the event enrollment of Subscribers changes by 10% or more from the minimum enrollment requirements included on Delta Dental's proposal. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or copayments. Within 30 days, the Group will select an alternative by written notice to Delta Dental. If an alternative is not selected, Delta Dental may terminate this Contract.
- f) Upon written notification by the Group of its intention to terminate this Contract as of any date other than the end of the Contract Term. The termination date will be the last day of the month during which Delta Dental received the Group's written notification of intent to terminate.
- g) By election of Delta Dental in the event of fraud or misrepresentation by the Applicant, or with respect to coverage of a Subscriber, fraud or misrepresentation by the Subscriber or such person's representative.

In the event this Agreement terminates as stated, the Group will remain liable to Delta Dental for the full amount of the Dentists' statements paid or otherwise discharged by Delta Dental for services rendered and incurred under this Contract prior to the termination date. In addition, the Group will be and remain liable to Delta Dental for a period of 12 months following the termination date for the full amount of Dentist's statements paid or otherwise discharged by Delta Dental for services rendered according to ARTICLE V, CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED, 5.03 and 5.04.

7.03 PROCEDURES ON TERMINATION

- a) In the event of termination of this Agreement in accordance with the provisions of Article VII, Section 7.02, no Subscriber will, on or after the date on which the termination takes effect, be entitled to any further benefit payments hereunder and Group will indemnify and hold Delta Dental harmless with respect to any claims by or with respect to Subscribers for further benefit payments hereunder without regard to the date on which the dental claims were incurred.

However, Delta Dental will have the right to process Dentists' statements for payment where each of the following terms are met, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid:

1. the Dentist's statement is first received by Delta Dental within 12 months of the termination date of this Agreement according to ARTICLE V, CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED, 5.03 and 5.04;
2. the date of service reported on the Dentist's statement was within 12 months of the date the claim was first received by Delta;
3. the date of service reported on the Dentist's statement was no later than the termination date of this Agreement.

- b) In the event of termination by Delta Dental, all Benefits will terminate and

Delta Dental will be released from all further obligations of this Agreement, effective on the last day of the month in which written notice of termination is given; provided, however, that Delta Dental will make payments for dental services for Extended Benefits. Applicant will remain liable to Delta Dental for:

1. the unpaid payments applicable for the period this Agreement was in effect prior to termination; and
2. the full amount of all Dentist's statements paid or otherwise discharged by Delta Dental after the termination date but incurred during the full Term of this Contract.
3. In the event of termination of this Agreement for any cause, Delta Dental will not be required to pay for services provided beyond such termination date, except for the completion of single procedures started while this Agreement was in a

7.04 If on termination of this Contract for any cause Group has not paid Service Fee and/or Claims Reimbursement to Delta Dental applicable to a period of time up to and including the termination date Group will, within 30 days after termination, remit such to Delta.

ARTICLE VIII. CONTINUATION COVERAGE

8.01 COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) generally applies to Groups with 20 or more employees.

Under COBRA, Subscribers who have a qualifying event may be able to continue coverage for a period of time. The benefits will be the same as those of active Employees. The Subscriber must pay the Premium, which cannot exceed 102% of the cost for an active employee with the same plan. Qualifying events govern if a person may elect COBRA and the length of coverage. The employer or Group must administer COBRA according to federal requirements.

COBRA Continuation coverage will end on the earliest of the following:

- a) the last day of the month in which COBRA Continuation ends;
- b) the day the Contract terminates;
- c) the last day of the month for which premium has been paid;
- d) the day the person becomes entitled to Medicare;
- e) the day the person is eligible for coverage under another group plan.

8.02 Continued Health Coverage required by the State of Colorado (State Continuation) applies to Groups not subject to COBRA.

Subscribers covered under this Contract, or a similar contract it replaces, for at least 6 months may be able to continue coverage for up to 18 months under State Continuation. Their premium and benefits will be the same as those for active Employees, except that the Subscriber will be responsible for the Premium. The Employer or Group must administer State Continuation according to state law.

State Continuation coverage is effective upon loss of coverage. Within 60 days of the loss, the Group must send enrollment information and premium to Delta Dental for the Subscriber's benefits to continue.

State Continuation coverage will terminate on the earliest of the following:

- a) the last day of the month after 18 months of continued coverage;
- b) the day the Contract terminates;
- c) the last day of the month that premium is paid;
- d) the day the person becomes entitled to Medicare;
- e) the day the person is eligible for coverage under another group plan; or
- f) in the case of a Dependent child, the day he no longer meets the definition of Dependent.

RIDERS and APPENDICES

COVERED DENTAL SERVICES

DIAGNOSTIC & PREVENTIVE SERVICES

Diagnostic: Certain Services performed to assist the Dentist in evaluating the existing conditions and determining the dental care required.

Preventive: Certain Services performed to prevent the occurrence of dental abnormalities or disease.

Adjunctive: Certain additional Services, including emergency palliative treatment, performed as a temporary measure that does not affect a definitive cure.

PROCEDURE	BENEFIT DESCRIPTION
Oral Exam (All exam types)	Two exams in any 12 month period are covered. There is no separate benefit for diagnosis, treatment planning or consultation by the treating dentist.
Dental Cleaning	Two cleanings in any 12 month period are covered. An adult cleaning is not covered for persons under age 14. For those with any condition(s) listed below, 2 additional cleanings (or any procedure that includes cleaning) will be provided during a 12 month period. <ul style="list-style-type: none"> • Diabetes with documented gum conditions, • Pregnancy with documented gum conditions, • Cardiovascular disease with documented gum conditions, • Kidney failure with dialysis and • Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.
Bitewing x-rays	Covered one time in a 12 month period.
Full Mouth Survey or Panoramic x-ray	Covered one time in a 60 month period under any Delta Dental plan unless documentation of special need is provided.
Individual Periapical x-rays Intraoral Occlusal x-rays Extraoral x-rays	Limited to the allowance for a full mouth survey or panoramic x-ray. If the fee meets or exceeds the allowance for a complete mouth survey, it will be processed as a complete mouth survey.
Sealants	Covered one time per tooth in a 36 month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for children under the age of 15. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
Preventive Resin Restoration	Covered as a sealant above
Fluoride Treatment	Covered one time in a 12 month period. Covered for children under the age of 16.
Space Maintainer	Covered for children under the age of 14 to maintain space left by prematurely lost baby back teeth.

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Adjunctive Services	Services related to another category of covered services will be covered at the same percentage as the related category of covered services.
Palliative Treatment	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or x-rays.

BASIC SERVICES

- Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay which results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

- Oral Surgery:** Extractions and certain other surgical Services and associated covered anesthesia and/or related Covered Services.

- Endodontic:** Certain Services for treatment of non-vital tooth pulp resulting from disease or trauma.

- Periodontic:** Certain Services for treatment of gum tissue and bone supporting teeth.

PROCEDURE

BENEFIT DESCRIPTION

Oral Pathology Lab Procedures	Covered with a pathology report.
Amalgam Fillings (silver fillings)	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing amalgam filling is allowed if at least 12 months have passed since the existing amalgam was placed.
Composite Resin (white plastic) Fillings	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing composite resin filling is allowed if at least 12 months have passed since the filling was placed.
Stainless Steel Crowns, Resin Crowns	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
Protective Filling	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.
Pin Retention	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
Extraction- coronal remnants deciduous tooth	Includes local anesthesia and routine post-operative care, which are not covered separately.
Extraction, erupted tooth or exposed root	Includes local anesthesia and routine post-operative care, which are not covered separately.
Therapeutic Pulpotomy	Covered for baby teeth only.
Root Canal Therapy	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Repeat Root Canal therapy	Covered only if the first root canal procedure was performed at least 24 months earlier.

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Apexification/recalcification (apical closure/calcific repair of perforations, root resorption, etc.)	Covered once per tooth. A course of treatment includes initial, interim and final visits. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Apicoectomy	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Retrograde Filling (per root)	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
Root Amputation (per root)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Hemisection (includes any root removal)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Periodontal Scaling and Root Planing - Per Quadrant	Covered one time per quadrant of the mouth in any 24 month period.
Periodontal Maintenance Procedures Following Active Therapy	Periodontal maintenance procedures or any combination of periodontal maintenance procedures and prophylaxis (adult and child cleanings), are limited to 4 per any 12 month period.
Gingivectomy	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Gingival Flap Procedure	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant, Root planing, local anesthesia and routine post-operative care are not separately covered.
Crown lengthening-hard tissue, by report	Not covered if performed on the same date as surgery to bone structures, crown preparation or other restoration.
Osseous Surgery, Guided tissue regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (Including Donor Site)	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Surgical Extractions of teeth, or tooth roots	Local anesthesia and routine post-operative care are not separately allowed as benefits.
Oral Surgery Services	Includes fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue and surgical incisions, and cyst removal. Local anesthesia and routine post-operative care are not separately allowed as benefits.
General Anesthesia	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.

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Analgesia (Nitrous oxide)	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
I.V. Sedation	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.

MAJOR SERVICES

Special Restorative: Buildups (which may or may not include a post) and laboratory processed restorations (crowns, onlays) for treatment of tooth decay which results in visible destruction of hard tooth structure, or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

Prosthodontics: Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural permanent teeth.

Implants: Prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prostheses.

PROCEDURE	BENEFIT DESCRIPTION
Re-Cement crowns, Inlays and onlays	Covered after 6 months from initial insertion.
Repairs to Crowns	Subject to Delta Dental's consultant review.
Re-Cement Fixed Bridges	Covered after 6 months from initial insertion of fixed bridge.
Repairs to Fixed Bridges	Subject to Delta Dental's consultant review.
Denture Adjustments	Covered after 6 months from the insertion of the complete or partial denture.
Repairs to Full and Partial Dentures	Covered after 6 months from the insertion of the complete or partial denture.
Tissue Conditioning Per Denture Unit	Covered two times in a 36 month period.
Relining Dentures Rebasing Dentures	Relining or rebasing is covered at least 6 months after the initial insertion of a complete or partial denture and then not more than one time in a 36 month period per appliance.
Inlays	An alternate benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered if 60 months have passed since the last placement. Not covered for children under age 12.
Crowns and Onlays	Covered when the tooth cannot be restored by an amalgam or composite filling and if more than 60 months since the last placement. Not covered for children under age 12.

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Core (Crown) Buildup including any pins	Covered once in 60 months per tooth when needed to retain a crown or onlay and when need is due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 12.
Post and Core (in conjunction with a Crown or Onlay)	Covered once in 60 months for endodontically treated teeth. Must be needed to retain a crown or onlay, and when necessary due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 12.
Implants-Surgical Placement & Restoration	The placement of the surgical implant, and the placement of a crown, full or partial denture, or bridge over the implant, are covered once in 60 months for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for children under age 16.
Fixed Bridges	Initial fixed bridge is covered. Replacement of an existing fixed bridge is covered if the existing fixed bridge is more than 60 months old, is not serviceable, and cannot be repaired. Not covered for children under age 16.
Core (Bridge) Buildup including any pins (in conjunction with a Bridge Abutment)	Covered once in 60 months per tooth when needed to retain a fixed bridge and when needed due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 16.
Post and Core (in conjunction with a fixed bridge)	Covered once in 60 months for endodontically treated teeth. Must be needed to retain a fixed bridge, and when necessary due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 16.
Full Dentures	Initial full dentures are covered. Replacement is covered after 60 months from the last placement. Dentures must not be able to be repaired. Personalized dentures, overdentures or associated procedures are not covered.
Partial Dentures	Initial partial dentures are covered. Replacement is covered after 60 months have elapsed since the last placement. Dentures must not be able to be repaired. Precision or semi-precision attachments are not covered. The benefit for a partial denture includes any clasps and rests and all teeth. Not covered for anyone under age 16.
Temporary Removable Partial Dentures	Initial temporary removable partial dentures are covered to replace missing permanent front teeth. Replacement is covered only after 60 months have elapsed since the last placement.
Occlusal Guard	Removable dental appliance designed to minimize the effects of bruxism (grinding) and other occlusal factors. Covered one time in a 36 month period.

LIMITATIONS/EXCLUSIONS (What Is Not Covered)

GENERAL LIMITATIONS – ALL SERVICES

- a. **Alternate Benefits**
Often more than one service or supply can be used to treat a dental problem. In deciding the amount allowed on a claim, other materials and methods of treatment will be considered. Payment will be limited to the Covered Amount for the least costly Covered Service that meets accepted standards of dental care as determined by Delta Dental. The covered person and his Dentist may decide on a more costly procedure or material. Delta Dental will pay toward the cost of the selected procedure at the Coinsurance level shown on the Declaration Page Payment will be limited to the Covered Amount for the least costly treatment.
- b. The benefit allowed for a temporary service and the final service is limited to the benefit allowed for the final dental service, unless the temporary service is specifically included as a Covered Service in this Contract.
- c. Dental procedures performed at the same time and as part of a primary procedure will be paid at the amount allowed for the primary procedure.
- d. Completed dental Services are covered when provided by a Dentist (or other person legally permitted to perform such Services by authority of license) and are determined under the standards of generally accepted dental practice to be Necessary and appropriate. Benefits will be determined (even if no monies are paid) based on the terms of the Contract and Delta Dental's Processing Guidelines.
- e. Pre- and post-operative procedures are considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
- f. Local anesthesia is considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
- g. The Covered Amount for a Covered Service Started but not Completed will be limited to the amount determined by Delta Dental.

EXCLUSIONS

- a) Services for injuries or conditions which are covered under Worker's Compensation or employer's liability laws. Services which are provided by any federal or state government agency. Services that are provided without cost by any city, county or other political subdivision. Any Services for which the person would not have to pay if not insured, except if such exclusion may be prohibited by law.
- b) Any Service Started when the person was not covered under this Contract. This includes any Service Started during an applicable Waiting Period.
- c) Services for treatment of congenital (present at birth) or developmental (following birth) defects, except dental Services within the mouth for treatment of a condition related to or resulting from cleft lip and/or cleft palate. This exclusion does not apply if otherwise covered under this contract.
- d) Any procedure, service or supply provided primarily for cosmetic purposes. Veneers on teeth and facings or veneers placed on crowns or bridge units for teeth after the first molar will always be considered cosmetic. Delta Dental will limit their allowance to a Covered Service without facings or veneers and the patient is responsible for the remainder of the Dentist's approved fee.
- e) Services to treat tooth structure lost from wear, erosion, attrition, abrasion or abfraction.
- f) Services resulting from improper alignment, occlusion or contour.
- g) Services related to periodontal stabilization of teeth (splinting).

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- h) Habit appliances, night guards, athletic mouth guards and gnathological (jaw function) services, bite registration or analysis, or any related services.
- i) Pre-medication, analgesia, hypnosis or any other patient management services (except covered anesthetic services).
- j) Charges for prescribed drugs.
- k) Any Experimental or Investigational Procedures.
- l) Services that may otherwise be covered, but due to the patient's underlying condition would not prove successful to improve the oral health of the patient.
- m) Any procedures done in anticipation of future need (except covered preventive services).
- n) Hospital costs or any charges for use of any facility.
- o) Any anesthesia service not included in Covered Services.
- p) Grafts done in the mouth where teeth are not present.
- q) Grafts of tissues or other substances from outside the mouth into the mouth and augmentations.
- r) Myofunctional therapy or speech therapy.
- s) Services for the treatment of any temporomandibular joint (TMJ) problems. Includes facial pain, or any related conditions. Any related diagnostic, preventive or treatment Services.
- t) Services not performed in accordance with the laws of the State of Colorado. Services performed by any person other than a person licensed to perform such Services. Services performed to treat any condition, other than an oral or dental disease, malformation, abnormality or condition.
- u) Teaching in oral hygiene or diet planning.
- v) Completion of forms. Providing diagnostic information or records. Copying of x-rays or other records.
- w) Replacement of lost, stolen or damaged appliances.
- x) Repair of appliances altered by someone other than a Dentist.
- y) Any Services not included in Covered Services.
- z) Services for which charges would not have been made if this coverage had not existed, except for Services as provided under Medicaid.
- aa) Missed appointment charges.
- bb) Preventive control programs, including home care items.
- cc) Plaque control programs.
- dd) Injuries you cause yourself.
- ee) Provisional splinting.
- ff) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.
- gg) Services provided for treatment of teeth retained in relation to an overdenture.
- hh) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
- ii) Any Special Restorative service provided within 60 months of fixed Prosthodontic Services involving the same teeth.
- jj) Fixed and removable Prosthodontic appliances (bridges and partials) are not a benefit in the same arch except when the fixed denture (bridge) replaces front teeth. Allowance is limited to the allowance for the removable partial denture.

Orthodontic Rider
DDCO A/B/C/D

Covered orthodontic services are orthognathic surgery or appliance therapy by a licensed dentist to treat malalignment of teeth and/or jaws. Post-treatment retention and related interceptive services are included. (Extraction of teeth is covered under Oral Surgery Benefits.)

Benefit is based on total case fees. Total case fees include active treatment and post treatment retention or stabilization. We will make periodic payments based on the dentist's treatment plan. We will not make separate benefit for post treatment stabilization.

The following exclusions and limitations apply to Orthodontic Benefits. They are in addition to those in the Benefit Rider.

EXCLUSIONS

- a) Replacement or repair of appliances.
- b) Orthodontic procedures performed in the treatment of periodontal disease or treatment of the temporomandibular joint.

LIMITATIONS

- a) Periodic payments for Orthodontic treatment will stop if treatment ends for any reason prior to completion of the case. Payments will also stop upon termination of the Subscriber's plan.
- b) Periodic payments for Orthodontic treatment begun before the patient's eligibility date will start with the first payment due after the patient's eligibility date. The maximum benefit will be based on the prior carrier's payment history.
- c) If the plan includes a late enrollment provision, Late Enrollees must be enrolled in the dental plan for a 12-month period before Orthodontic Benefits are covered.

Domestic Partner Rider

Domestic Partners must meet each of the requirements listed below.

- They must be of the same sex.
- They must not be related.
- They must be at least 18 years old and view themselves as a family.
- They must not be married and may not have another partner.
- They must have lived together for at least 6 consecutive months.
- They must be financially interdependent.

EXHIBIT A-2

**DELTA DENTAL
PPO LOW POLICY INFORMATION**



DELTA DENTAL OF COLORADO

4582 South Ulster Street
Denver, Colorado 80237

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Colorado Dental Service Inc., d/b/a Delta Dental of Colorado, herein called "Delta Dental."

The following section of the current PPO contract dated January 1, 2007 has been amended effective January 1, 2014. The balance of such contract is continued as if fully set forth herein except for the amended section as shown below.

Limitations on Diagnostic, Preventive and Adjunctive Benefits

Benefits for cleanings (adult and child), and/or any procedure that includes any component of cleaning, will not be provided more than twice in any 12-month period. For payment purposes, an adult cleaning is not a benefit for persons under age 14. For individuals with the conditions listed below, 2 additional cleanings (or any procedure that includes a component) will be provided during a 12 month period.

- People who are diabetic and have documented periodontal (gum) conditions or;
- Women who are pregnant and have documented periodontal (gum) conditions or;
- People with cardiovascular disease who have documented periodontal (gum) conditions or;
- People with kidney failure or who are undergoing dialysis and;
- People who have an immune system which is suppressed because of chemotherapy or radiation treatment, HIV Positive status, Organ Transplant, or stem cell (bone marrow) transplant.
- People with a history of prior periodontal therapy.

The definition of DEPENDENT shall include:

- The Employee's lawful spouse, including civil union partner, or domestic partner.
- Civil Union partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be a partner in another civil union.
 - ❖ They must not be married to another person.
 - ❖ They must not be related.
 - ❖ They must have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado Law.
- Domestic partner must meet each of the requirements listed below:
 - ❖ They must be at least 18 years old and view themselves as a family.
 - ❖ They must be of the same or opposite sex.
 - ❖ They must not be married and may not have another partner.
 - ❖ They must have lived together for at least 6 consecutive months.
 - ❖ They must not be related.
 - ❖ They must be financially interdependent.
- A child under the Dependent Age Limit shown on the Schedule of Benefits.
- A child who reaches the Dependent Age Limit stated on the Schedule of Benefits and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent Age Limit, and is dependent on the Employee. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.



Eligible children include natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of Civil Union or domestic Partner.

No one may be covered as a Dependent and also as an Employee under this Plan. If both parents are covered as Employees, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

Countersigned:
Delta Dental of Colorado

Jean Lawhead

Signature

January 1, 2014

Date

Accepted:
CITY AND COUNTY OF DENVER - #6026

Signature

Date



**Delta Dental of Colorado
4582 South Ulster Street
Denver, Colorado 80237**

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are CITY AND COUNTY OF DENVER, herein called the "Group," "Applicant," or "Employer" and Colorado Dental Service Inc., d/b/a Delta Dental of Colorado, herein called "Delta Dental." The attached appendices and riders constitute the entire Contract of the parties and will become binding upon the parties and their respective successors and assigns effective the 1st day of January, 2013 for a three year period and for successive one-year periods thereafter unless terminated as herein provided. This contract is issued and delivered in the State of Colorado, is governed by the laws of Colorado and is subject to the terms and conditions recited on the subsequent pages of this contract, and may not be changed, altered or terminated except in accordance with Article VII, RENEWAL AND TERMINATION of this Contract.

This DECLARATIONS PAGE supersedes any contrary provision of the subsequent sections of this contract.

DECLARATION PAGE

Group: CITY AND COUNTY OF DENVER

Type of Contract: Delta Dental PPO

Group Number: 6026 – Low Option

Contract Effective Date: January 1, 2013

Contract Anniversary Date: January 1st

	PPO Dentist	Delta Dental Premier Dentist	*Non- Participating Dentist	
Covered Services	Plan Pays	Plan Pays	Plan Pays	Waiting Period
Diagnostic & Preventive Services				
Sealants	100%	80%	80%	NONE
Oral Exams and Cleanings	100%	80%	80%	NONE
X-Rays	100%	80%	80%	NONE
Fluoride Treatment	100%	80%	80%	NONE
Basic Services				
Simple Extractions	80%	50%	50%	NONE
Complex Oral Surgery	80%	50%	50%	NONE
Basic Restorative (Fillings)	80%	50%	50%	NONE
Endodontics (Root Canal Therapy)	80%	50%	50%	NONE
Periodontics (Gum Disease Treatment)	80%	50%	50%	NONE
Major Services				
Denture Repair/Relines/Rebases	50%	50%	50%	NONE
Prosthodontics (Dentures, Bridges)	50%	50%	50%	NONE
Special Restorative (Crowns, Inlays, Onlays)	50%	50%	50%	NONE
Implant Services	50%	50%	50%	NONE
Occlusal Guard	50%	50%	50%	NONE
Orthodontic Services				
Orthodontics (no age limit)	50%	50%	50%	NONE

Orthodontia is a covered benefit. See Delta Dental Benefits Rider DDCO-SPECC12 and the Ortho Rider for details of all benefits and limitations.

*** Important: Non-Participating Dentists are allowed to balance bill. Employees and/or Dependents are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Dentist.**

Age

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

Deductible (January 1st - December 31st)

Class	Type	Network	Amount
All Covered Classes Except Ortho	Individual coverage amount	Non-PPO	\$25
All Covered Classes Except Ortho	Family coverage amount	Non-PPO	\$75
All Covered Classes Except D&P and Ortho	Individual coverage amount	PPO	\$25
All Covered Classes Except D&P and Ortho	Family coverage amount	PPO	\$75

Maximum (January 1st - December 31st)

Class	Type	Network	Amount
All Covered Classes Except Ortho and Surgical Implant	Individual coverage amount	PPO and Non-PPO	\$1250
Orthodontic Classes	Individual lifetime	PPO and Non-PPO	\$1000
Surgical Implant Classes	Individual coverage amount	PPO and Non-PPO	\$1000

Eligibility Waiting Period

Active employees working the minimum number of hours as required by the employer will become eligible for enrollment on the first day of the month following their date of employment.

Enrollment Type

The enrollment type is Open Enrollment. Open Enrollment means a period of time each Contract Year occurring prior to the Anniversary Date during which eligible Employees may choose to enroll themselves and/or their eligible Dependents in the Plan, or change from one coverage option to another if the Contract issued to the Group permits them to do so. Coverage will become effective on the Group's Anniversary Date. New hires must enroll himself or herself and any eligible dependents within 31 days of their date of employment. No other enrollment is permitted unless a qualified status change has occurred under the Health Insurance Portability and Accountability Act of 1996 and must occur within 31 days of the qualified status change.

Where two Employees who are spouses and are both eligible for coverage under this contract, they may be enrolled together or separately, but not both. Dependent children may be enrolled under one parent. The term spouse includes same gender Domestic Partner.

Rate Coverage

Coverage Tier	Admin Fee
Per Month Per Subscriber	\$ 2.93

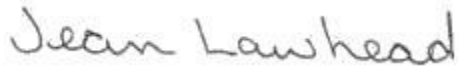
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service Fee would not become effective until the next contract anniversary. If a recalculation becomes necessary, multiple-year contracts will be replaced with a new agreement based upon the new enrollment.

The Service Fee is due the first day of each month, and as further described in Article II. The Monthly Claims Reimbursement Due Date is the 2nd, 12th, and 22nd day or the last business day closest to such date of each month and as further described in Article II.

Riders or Appendices Attached

Countersigned:

Delta Dental of Colorado



Signature

July 9, 2013

Date

Accepted:

CITY AND COUNTY OF DENVER – 6026 – Low Option

Signature

Date

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ARTICLE I. DEFINITIONS

The terms below apply to this Contract:

1.01 ALTERNATE BENEFIT means the amount allowed based on the least costly, commonly accepted Service used to treat a dental problem when a Covered Person selects more costly treatment options.

1.02 APPLICANT means the Group or Employer wishing to provide dental benefits.

1.03 BENEFITS mean the Services described in this Contract in the Benefits Rider, BENEFITS, LIMITATIONS and EXCLUSIONS.

1.04 COINSURANCE means the percent of a Covered Amount which Delta Dental will pay. The Coinsurance for each type of Covered Service appears in the Declaration Page. The Coinsurance that applies to a Subscriber may vary by type of dental Service.

1.05 COMPLETED means:

- For Root Canal Therapy, the date the canals are permanently filled.
- For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays, and other laboratory prepared restorations: The date the restoration is cemented in place.
- For Dentures and Partial Dentures (removable partial dentures): The date that the final appliance is first inserted in the mouth.
- For all other Services: The date the procedure is Started.

For benefit payment purposes, the date a Covered Service is incurred is the date Completed.

For benefit payment purposes, the date Completed will be considered as the date when a Covered Service is incurred.

1.06 The **CONTRACT ANNIVERSARY DATE** or **ANNIVERSARY DATE** is noted on the declaration page of this Contract. The anniversary date is the first day of each Contract Year following the initial Contract Year.

1.07 CONTRACT means the agreement between Delta Dental and the Applicant. It includes attached appendices, exhibits and riders, if any. This Contract is the whole agreement between the parties.

- 1.08 CONTRACT TERM** means the time from the Effective Date of the Contract until it is terminated.
- 1.09 CONTRACT YEAR** is the 365 days beginning on the Effective Date of this Contract, and each year after unless the contract is terminated. The contract year is 366 days in a leap year.
- 1.10 COVERED AMOUNT** means:
- For PPO Dentists, the lesser of the PPO Dentist's Allowable fee or the fee actually charged.
 - For Premier Participating Dentists, the lesser of the Premier Maximum Plan Allowance, or the fee actually charged.
 - For all other Dentists, the lesser of the non-participating Maximum Plan Allowance or the fee charged.
- 1.11 COVERED PERSON** means:
- an enrolled Employee or Dependent for whom the monthly Premium is paid.
 - a person who elects continued coverage and for whom the monthly Premium is paid.
- 1.12 COVERED SERVICES** means the Services described in this Contract or attachments, subject to the limitations and exclusions noted.
- 1.13 DEDUCTIBLE** means the amount the Subscriber must pay before Delta Dental pays. The Deductible is shown on the Declaration Page. If there is a limit to the deductible that a family must pay, that will be shown on the Declaration Page.
- 1.14 DELTA DENTAL PPO** is a preferred provider plan. PPO Dentists provide services at the PPO Discounted Fee Schedule.
- 1.15 DENTIST** means a person licensed in dentistry.
- 1.16 DEPENDENT** means:
- The Employee's lawful spouse, including common law spouse or same gender Domestic Partner.
 - A Dependent child under the Dependent Age Limit shown on the Declaration Page.
 - A Dependent child who reaches the Dependent Age Limit shown on the Declaration Page and who is not capable of self-support because of physical or mental disabilities. The disabilities must have been present when the child reached the Dependent Age Limit. The child must be dependent on the Employee. Delta Dental may request proof of disability and dependency each year. Failure to submit such proof will terminate coverage.

Eligible children are natural children, stepchildren, those under court-ordered guardianship, adopted children, foster children, and children of a same gender Domestic Partner.

No one may be covered as a Dependent and as an Employee under this Contract. If both parents are covered as Employees, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

- 1.17 EFFECTIVE DATE** is the date coverage begins.
- 1.18 ELIGIBLE CLASS** is a group of Employees who are allowed to enroll under the Contract. A list of Eligible Classes is on the Declaration Page.
- 1.19 ELIGIBILITY WAITING PERIOD** means the time that a person must be employed before they may enroll. The Eligibility Waiting Period is chosen by the Applicant and may differ by Eligible Classes. The Eligibility Waiting Period, if any, is noted on the Declaration Page and in Article III.
- 1.20 EMPLOYEE** means someone who works at least the number of hours defined by the Employer.
- 1.21 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** are those services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.
- 1.22 GROUP** means the Applicant or Employer contracting for dental benefits.
- 1.23 LATE ENROLLMENT** means to enroll after first becoming eligible. A Late Enrollee must be enrolled for 12 months before Covered Services beyond those noted on the Declaration Page are covered. The exceptions to this rule are:
- a) an Employee or Dependent who loses coverage through another group plan. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) Such Employee or Dependent will be allowed to enroll within 31 days of the loss of coverage with proof of loss. The person will not be a Late Enrollee.
 - b) a Dependent child under age four may be added on any Contract Anniversary Date. The child will not be a Late Enrollee.
- If the Applicant chooses Late Enrollment, the option will be noted on the Declaration Page.**
- 1.24 MAXIMUM PLAN ALLOWANCE** means the most that will be allowed for a procedure. Delta Dental reviews the limits twice a year. We may increase or decrease fees for any procedure.
- 1.25 NECESSARY** means a Service that Delta Dental decides, using accepted standards of dental care, is needed and fitting for treatment of the Subscriber's dental condition.
- 1.26 NON-PARTICIPATING DENTIST** means a Dentist who does not contract with Delta Dental.

- 1.27 OPEN ENROLLMENT** means a period prior to the Anniversary Date when eligible Employees and their Dependents may enroll. They may also change from one plan to another if the Contract permits them to do so. Coverage is effective on the Applicant's Anniversary Date. **If the Applicant chooses an Open Enrollment period, the option will be noted on the Declaration Page.**
- 1.28 PARTICIPATING DENTIST** means a Dentist who contracts with Delta Dental.
Premier Participating Dentist means a Dentist who has a Premier Participating Dentist Agreement with Delta Dental.
PPO Participating Dentist means a Dentist who has a PPO Dentist Agreement with Delta Dental.
- 1.29 PPO DENTIST'S ALLOWABLE FEE** means the lesser of the fee from the PPO Discounted Fee Schedule that the PPO Dentist has agreed to or the fee actually charged for a single procedure.
- 1.30 PRE-TREATMENT ESTIMATE** is review of a Dentist's plan of care to decide what is covered under this Contract.
- 1.31 SERVICE** means a procedure or supply provided by a Dentist.
- 1.32 SERVICE FEE** means the amount of money paid to Delta Dental for each Subscriber to purchase the Administrative Services provided by this Contract, as provided in Article II.
- CLAIMS REIMBURSEMENT** means the amount of money the Group must pay Delta Dental for the total amount of Dentists' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.
- 1.33 STARTED** means
- For Full Dentures or Partial Dentures (removable partial dentures): The date the final impression is taken.
 - For Fixed Bridges (fixed partial dentures), Crowns, Inlays, Onlays and other laboratory prepared restorations: The date the teeth are first prepared (i.e., drilled down) to receive the restoration.
 - For Root Canal Therapy: The date the pulp chamber is first opened.
 - For Periodontal Surgery: The date the surgery is performed.
 - For All Other Services: The date the Service is performed.
- 1.34 SUBSCRIBER** means:
- an enrolled Employee or Dependent for whom the monthly Premium is paid.
 - a person who elects continued coverage and for whom the monthly Premium is paid.
- 1.35 TIED-TO-MEDICAL** means dental benefits linked to the medical plan that the Applicant offers. Only those who enroll in a medical plan may be Subscribers under a dental plan that is tied-to-medical. **If the Applicant chooses Tied-To-Medical, the option will be noted on the Declaration Page**

- 1.36 WAITING PERIOD** means the time from a Subscriber's Effective Date until certain Services are covered. If a Service is Completed before the Waiting Period for that Service ends, that Service is not covered. If a Person's coverage ends and the Person becomes covered again, the Effective Date is the most recent Effective Date unless stated otherwise in the Contract. **If Waiting Periods apply, they are noted on the Declaration Page.**

ARTICLE II. SERVICE FEE AND MONTHLY CLAIMS REIMBURSEMENT

2.01 CLAIMS REIMBURSEMENT

Claims Reimbursement - On the 2nd, 12th and 22nd day or the last business day closest to such date of each month, Delta Dental will notify the Group of the total amount of Dentists' statements paid or otherwise discharged by Delta Dental for services rendered. Using one of the options described below, a prompt transfer of funds is made to Delta Dental to cover such disbursements as they become due and payable upon receipt of said notification.

a) **Automated Clearing House Transfer (ACH Transfer)**

Once the Group is notified of the total claims paid, Delta Dental has authorization from the Group to initiate an electronic transfer of funds from the Group's account to cover the total claims paid by Delta Dental. The ACH Transfer will occur 2 business days following the Group's receipt of the total claims paid by Delta Dental.

b) **Wire Transfer**

Once the Group is notified of the total claims paid, the Group initiates the electronic transfer of funds from their account to cover the total claims paid by Delta Dental. The electronic fund transfer must be completed within 5 business days of the Group receiving the invoice.

- 2.02 MONTHLY SERVICE FEE.** The Monthly Service Fee for each Subscriber is as noted on the Declaration Page. The Group agrees to remit to Delta Dental during the Contract Term a monthly Service Fee for each subscriber. This is due and payable on the 15th day of each month for the previous month's Service fee.

- 2.03 SERVICE FEE AND CLAIMS REIMBURSEMENT AT TERMINATION.** In the event this Contract terminates for any reason, the Applicant will be liable for all Service Fees due but unpaid, as well as Claims Reimbursement.

- 2.04 CHANGE OF SERVICE FEE.** In the absence of an amendment mutually agreed upon between Applicant and Delta, no change in the Service Fee will be made during a Contract Year.

- 2.05 CLERICAL ERRORS.** Clerical errors or delays in maintaining or exchanging data relative to coverage will not validate or invalidate coverage that would otherwise be in force. Upon discovery of such errors or delays, an adjustment of charges will be made.

2.06 GRACE PERIOD.

- Service Fee. The Contract has a Grace Period of 15 days after the due date of the Service Fee bill.
- Claims Reimbursement. The Contract has a Grace Period extending to the following bill of claims reimbursement. When Delta Dental has notified the Group of the total claims paid on the 2nd, the grace period is until the 12th day of the month; when Delta Dental has notified the Group of the total claims paid on the 12th, the grace period is until the 22nd day of the month; and when Delta Dental has notified the Group of the total claims paid on the 22nd calendar day, the grace period is until the 2nd of the following month.

The coverage remains in force during this Grace Period unless terminated by the Group. If either the Service Fee or Claims Reimbursement are not paid by the end of the Grace Period, the Contract will be placed on a hold status, where no claims will be paid and no eligibility will be guaranteed. If the Group does not pay after this Grace period, they may be terminated as of the last date of the earliest Grace Period at the discretion of Delta Dental. Service Fees and Claim Reimbursement are due through the last day of the Grace Period, including the Grace Period.

- ## **2.07 TIMELY NOTICE.**
- Delta Dental must be informed when any Subscriber is no longer eligible. Failure to provide timely notice does not continue a Subscriber's coverage past the time it would otherwise have ended.

ARTICLE III. ELIGIBILITY

- ### **3.01 ELIGIBILITY.**
- An Employee in an Eligible Class may enroll 31 days after the Eligibility Waiting Period. They may also enroll during an Open Enrollment period if offered by the Employer.

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 30 days of an Employee or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth and effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Employee's), relationship to the Subscriber, address, gender, social security number and date of birth must be submitted.
- Coverage is effective after the eligibility waiting period shown on the Declaration Page.
 - An Employee not enrolled in the plan may not enroll Dependents.
- b) **LATE ENROLLMENT**
- Late Enrollment. A Subscriber who does not enroll within the period described in Article III Section 3.01a will be considered a Late Enrollee.

- Open Enrollment. A Subscriber who fails to enroll within the period described in Article III, Section 3.01a may enroll at the next Open Enrollment.
 - Tied-to-Medical. Eligibility for the dental plan will be the same as that required by the medical plan.
- c) **MAINTAINING COVERAGE.** The Group will give Delta Dental a list of any plan additions, changes, or terminations on or before the first day of each month. Delta Dental is not required to provide Benefits for an Employee or Dependent not on the list and for whom the monthly Premium is not paid.

3.02 EMPLOYEE ELIGIBILITY. Employees may enroll within 31 days of the date they first become eligible.

- a) Depending on the Enrollment Type of the group, Eligible Employees who do not enroll as described above may enroll
- For Open Enrollment Groups, only during Open Enrollment. Eligible Employees who enroll and later drop the plan may enroll only during Open Enrollment.
 - For Late Enrollment Groups, they may be able to enroll as a Late Enrollee.
- b) Eligible Employees who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, job loss, or termination of benefits by the employer.) They must enroll within 31 days of the loss of coverage.

3.03 DEPENDENT ELIGIBILITY. Dependents of an eligible Employee may enroll within 31 days of the following:

- The date the Employee becomes eligible to enroll. The effective date is that of the employee.
 - New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
 - The date the Contract is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.
- a) If the group's Enrollment Type is Tied-to-Medical and Dependent enrollment is desired, the Dependents must be the same as those on the medical plan.
- b) New Dependents must be added within 31 days. If not added during this time:
- If the group's Enrollment Type is Open Enrollment, the Dependent can be added during the Open Enrollment period.
 - If the group's Enrollment Type is Late Enrollment, a Dependent can be added as a Late Enrollee.
- c) Depending on the Enrollment Type of the group, Eligible Dependents who do not enroll as described above may enroll
- For Open Enrollment Groups, only during Open Enrollment. Dependents who enroll and later drop the plan may enroll only during Open Enrollment.
 - For Late Enrollment Groups, they may be able to enroll as a Late Enrollee.
- d) Eligible Dependents who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce,

loss of job, or termination of benefits by the employer.) They must enroll within 31 days of the loss.

3.04 TERMINATION OF COVERAGE. A Subscriber's plan will terminate at the earliest of:

- The date Delta Dental receives a written request to cancel;
- The date the Subscriber is not eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Subscriber enters full-time military service of any country; or
- As to any Dependent, the date the person no longer qualifies as a Dependent.

Delta Dental must be notified within 60 days if a Dependent or Subscriber is no longer eligible.

Family and Medical Leave ACT (FMLA) -

If coverage ends during an Employer approved FMLA leave, coverage may be reinstated upon return to work within the terms of the FMLA leave. Pre-existing conditions, limitations and other waiting periods will not be imposed unless they were in effect for the Employee and/or his or her Dependents when coverage terminated.

3.05 INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE OR LAYOFF. If an Employee loses coverage due to strike, lay-off or leave of absence, and returns to work within 6 months, he may re-enroll on the first day of the month after his return to work. If the absence exceeds 6 months, he will be treated as a new Employee. Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply as to new coverage. The following exception applies:

- Delta Dental of Colorado complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees called to active duty may enroll as if there had been no leave of absence if they are still in an Eligible Class of Employee when they return to work. USERRA allows Employees to elect continuation of coverage when coverage would terminate due to an absence to serve in the uniformed services.
- Services received by a person who is not eligible due to leave of absence are not covered unless the person elects continued coverage as provided in Article VIII or according to USERRA where applicable.

3.06 INVOLUNTARY LOSS OF "OTHER COVERAGE". A person who loses dental coverage from another source will be allowed to enroll with proof of the loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) The person must enroll within 31 days of the loss. Coverage will begin the first day of the month following enrollment.

3.07 VOLUNTARY TERMINATION OF COVERAGE. In groups with Open Enrollment, a Subscriber who cancels his plan may only re-enroll at the next Open Enrollment. In groups not offering Open Enrollment, a Subscriber who cancels his plan and wants to re-enroll will be a Late Enrollee. The requirements of Late Enrollment will apply.

3.08 REVIEW OF RECORDS. Applicant will permit Delta Dental, with advance written notice, to inspect records of Applicant in order to confirm the lists of Subscribers prepared by Applicant. Delta Dental may verify Applicant's compliance with Article II. Delta Dental may use auditors or other agents for this purpose.

ARTICLE IV. COORDINATION OF BENEFITS

4.01 DEFINITIONS. Coordination of Benefits means taking into account other Plans when paying Benefits.

Plan means a Plan that provides benefits or Services for dental care on a group or individual basis. This includes group and blanket insurance, self-insured and prepaid plans, automobile fault or no-fault insurance and government plans (except Medicaid).

Primary Coverage means Coverage that must pay first. The Primary Plan must pay up to its full liability.

Secondary Coverage means Coverage that pays a claim after the Primary Plan pays.

4.02 WHEN COORDINATION OF BENEFITS APPLIES.

Coordination of Benefits applies when a Subscriber is covered under more than one Plan. The Benefits of this Plan will be coordinated with the other Plan(s).

4.03 RULES FOR COORDINATION OF BENEFITS.

The rules for the order of payment are shown below.

- The Plan covering a Subscriber as an Employee is primary to a policy on which the Covered Person is a Dependent.
- For Dependent children, primacy will be determined as follows.
 - The Plan of the parent whose birthday occurs earlier in a year will be primary.
 - If the parents are separated or divorced, the Plan of the parent who is ordered by court decree to pay for dental expenses will be primary.
 - The plan of the parent with custody is Primary. If the custodial parent has remarried, the stepparent's Plan is Secondary and the Plan of the parent without custody pays third.
 - If the above rules do not establish an order of benefit payment, the Plan that has covered the Person the longest will be Primary. If that

Plan covers a person who has been laid off or is retired, it will be Secondary to any other Plan.

- A group Plan that does not have a Coordination of Benefits clause is primary.

If this Plan is Primary, we will pay claims without regard to benefits provided by any other Plan. If this Plan is Secondary, we will pay claims so that together with the other Plan payment will not exceed 100% of the allowable expense or this Plan's maximum benefit.

ARTICLE V. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

5.01 PAYMENT OF CLAIMS. Covered services will not include, and payment will not be made for claims for dental Services not listed in this Contract and any Appendix, Amendment, or Rider. Claims submitted to Delta Dental must use terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).

5.02 APPEAL OF AN ADVERSE DETERMINATION OF A CLAIM.

A. Internal Appeal Process - First Level Appeals

A Subscriber may appeal an adverse claim decision within 180 days of the date of the original Explanation of Benefits by writing to:

Delta Dental of Colorado
Appeals Analyst
PO BOX 172528
Denver, CO 80217-2528

A Subscriber may submit additional information in support of the appeal.

Appeals are reviewed by an impartial Dentist of the same or similar specialty as would typically manage the case being reviewed. The reviewing dentist will not have been involved in the initial decision.

The decision will be sent to the Subscriber with the rationale for the decision. The decision will be made within 15 calendar days for pre-service denials. Post-service decisions will be made within 30 calendar days.

B. Internal Appeal Process - Second Level Appeals (Not available for Self-Funded Groups)

If a denial is upheld at the first level, a Subscriber may request a second level appeal. The request must be received within 30 days of the First Level Appeal decision. It must be submitted to the address noted in 5.02A. Additional information may be submitted. Second level appeals will be reviewed by an impartial dentist with the appropriate expertise. The reviewer will not have been involved in the first appeal. The Subscriber, or a designated representative, may request to appear before the reviewer in person or may present by conference call.

A Second Level Appeal decision will be issued within 7 days of the review meeting.

C. Internal Appeal Process - Expedited Appeals

Subscribers may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Subscriber, would jeopardize the Subscriber's ability to regain maximum function, or, for persons with a disability, create an imminent and substantial limitation on their existing ability to live independently.

Expedited review decisions will be issued within 72 hours.

D. Independent External Review (Not available for Self-Funded or Federal Groups)

For some appeals, the Subscriber may have the right to request an external review. Delta Dental will notify the member of their right, if any, to request an external review after the First Level or Second Level appeal.

Requests for an independent external review must be in writing. The Subscriber must submit the request within four months of the First Level Appeal decision or 60 days of the Second Level Appeal decision. Requests should be addressed to the Appeals Analyst at the address in 5.02 A. Requests must include a completed external review request form as required by the Colorado Division of Insurance. A signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review is also required.

Delta Dental adheres to timeframes set forth by Colorado Regulation 4-2-21 in the processing of Independent External Reviews.

ERISA Rights

If health benefits are provided through an Employee Retirement and Income Security Act (ERISA) covered plan, a Subscriber may have the right to bring civil action under Section 502(a) of ERISA. The Subscriber must first exhaust required internal reviews.

- 5.03 CLAIMS FROM NON-PARTICIPATING DENTISTS.** Payment for Completed Covered Services from a Non-Participating Dentist will be based on the non-participating Maximum Plan Allowance. The Subscriber will be responsible for the full cost of Service.
- 5.04 CLAIMS FROM PARTICIPATING DENTISTS.** Payment for Completed Covered Services provided by a Participating Dentist will be made directly to the Dentist. The patient does not have to pay any amount above what Delta Dental allows. If the Participating Dentist charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.
- 5.05 TIME FRAME FOR SUBMISSION OF CLAIM.** Delta Dental may not pay claims submitted more than 12 months after the date the Service is Completed. If a Participating Dentist failed to submit a claim within this time, the Subscriber will not be liable for the amount that Delta Dental would have paid.

5.06 AVAILABILITY OF DENTIST. A Subscriber may elect the Service of any licensed Dentist, but neither Delta Dental nor Applicant guarantees the availability of any Dentist.

5.07 RIGHT TO INFORMATION AND RECORDS. Delta Dental may receive records related to the treatment of a Subscriber from any Dentist. Delta Dental may require a Subscriber to be examined by a dental consultant retained by Delta Dental. Delta Dental will maintain records in a confidential manner in accordance with federal and state law.

5.08 EXTENDED COVERAGE. Delta Dental benefits will end if this Contract is terminated or if a person's coverage is cancelled. Delta Dental will cover no further Services except as described below.

If a Covered Service Started before coverage ends, but the Covered Service is Completed after it ends, Delta Dental will pay Benefits for the Covered Service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the Person's coverage were still in effect.
- Benefits will be paid only if the Covered Service is Completed within 60 days after the date the Person's coverage ended.

No benefit will be paid if the Covered Service is Started after coverage ends.

5.09 PRE-TREATMENT ESTIMATE . Before starting treatment that may cost \$400 or more, Subscribers may request an estimate from Delta Dental of what is covered. Pre-treatment estimates are not required and are provided as a service to the Covered Person and Dentist.

5.10 SUBROGATION. Delta Dental may pursue on its own or with a Covered Person a claim against a third party. If Delta Dental pays a claim for injuries to a Covered Person and the Covered Person settles with a third party for an amount that includes such costs, the Covered Person must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Covered Person.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

6.01 NOTICES. Any notice under this Contract will be valid if given by either the Applicant or Delta Dental to the other. In the case of the Applicant, notice may be given to a designated agent. The notice will be effective upon the date of mailing.

6.02 NOTICES TO SUBSCRIBERS. Notice to a Subscriber will be in writing and sent by regular US mail to the current address in Delta Dental's records. If agreed to by Delta Dental and the Subscriber, notices may be sent via email.

- 6.03 LEGAL ACTION.** No action at law or in equity may be filed in order to recover on this Contract prior to the expiration of 60 days after final notice of claim has been filed in accordance with the requirements of this Contract.
- 6.04 REPRESENTATIONS.** All statements made by the Group or by an individual will be deemed representations and not warranties.
- 6.05 ENTIRE CONTRACT; AMENDMENTS.** This Contract is the complete agreement between Delta Dental and the Group. This Contract may not be orally amended or changed. This Contract may at any time be amended and changed by written agreement between Delta Dental and the Group. Any such amendment will be binding on all Subscribers regardless of the date their coverage became effective or the date treatment was Started.
- 6.06 CONTRACT CHANGES.** No agent or employee of Delta Dental may change the Contract or waive any of its provisions. No change in the Contract will be valid unless approved in writing by an authorized Delta Dental employee.
- 6.07 GROUP'S ACCESS TO RECORDS.** Delta Dental agrees that Group or its designated representative may access all files and records pertinent to the Group in accordance with federal and state laws. The group must give written advance notice.
- 6.08 SETTLEMENT OF DISPUTES.** Any dispute between Delta Dental, a Participating Dentist, and Subscriber, or any combination of these, must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Except for ERISA covered claims, disputes include adverse claim decisions not settled by the appeals process. Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction. Arbitration may be initiated by any party to a dispute by giving notice to each party, by filing two copies of such notice with the American Arbitration Association and by complying with other applicable provisions of the Association's rule.
- 6.09 PARTICIPATING DENTIST.** Delta Dental will make reasonable efforts to provide Applicant a list of Participating Dentists. The list may be provided in different formats. The Dentists may change from time to time, and Delta Dental reserves the right to change the list without prior notice to the Applicant.

Neither Delta Dental nor Applicant is liable for any act or omission by Dentists or their agents or employees who provide or contract to provide dental Services under this Contract. Dentists who participate with Delta Dental are independent contractors. They are neither agents nor employees of Delta Dental. Nor is Delta Dental an agent or employee of any Participating Dentist. Delta Dental will not be responsible for any claim or demand for damages arising out of any injuries suffered by a Subscriber while receiving care from any Participating provider or in any Participating provider's facilities.

- 6.10 EMPLOYEE BENEFIT BOOKLET.** Delta Dental will give an Employee Benefit Booklet to the Group. The Group will make the booklet available to each

Subscriber. If an amendment to this Contract will materially affect the Benefits in the booklet, we will give a revised Employee Benefit Booklet or inserts showing the change to the Group.

- 6.11 PHYSICAL EXAMINATION.** Delta Dental, at its own expense, may examine an individual for whom a claim or request for pre-estimation of Benefits is pending under this Contract.
- 6.12 GENDER.** The use of the singular will include the plural and the plural the singular. Use of any gender will include all genders.
- 6.13 NON-DISCRIMINATION.** Delta Dental does not use health factors to determine benefits or premium rates. Health factors include health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability and disability.
- 6.14 HIPAA PRIVACY & SECURITY.** Delta Dental complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations.

ARTICLE VII. RENEWAL AND TERMINATION

- 7.01 RENEWAL.** The Contract will renew for one-year periods unless either party elects not to renew by giving the other party written notice. Notice must be received at least 60 days before the end of the current Contract year. If there are changes to the rates or other terms of this Contract effective on an Anniversary Date, Delta Dental will provide notice of the proposed changes with the notice of renewal.
- 7.02 TERMINATION.** This Contract will be terminated as follows:
- a) By either the Group or Delta Dental at the end of the original Contract or at the end of any renewal year, provided the required notice of non-renewal is given.
 - b) In the event any Service Fee due as stated in Article II of this Contract is not paid within 20 days of the due date, Delta Dental may give notice that payment is due, and if such payment is not received by the last day of the Grace Period, as referenced in Article II, Section 2.06, Delta Dental may terminate all further obligations.
 - c) In the event any Claims Reimbursement due as stated in Article II of this Contract is not paid within 10 calendar days of the due date, Delta Dental may give notice that payment is due, and if such payment is not received by the last day of the Grace Period, as referenced in Article II, Section 2.06, Delta Dental may terminate all further obligations.
 - d) By election of the Group if Delta Dental defaults in providing the Benefits under the Contract and such default is not corrected within 60 days of notice of such default.

- e) By election of Delta Dental in the event enrollment of Subscribers changes by 10% or more from the minimum enrollment requirements included on Delta Dental's proposal. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or copayments. Within 30 days, the Group will select an alternative by written notice to Delta Dental. If an alternative is not selected, Delta Dental may terminate this Contract.
- f) Upon written notification by the Group of its intention to terminate this Contract as of any date other than the end of the Contract Term. The termination date will be the last day of the month during which Delta Dental received the Group's written notification of intent to terminate.
- g) By election of Delta Dental in the event of fraud or misrepresentation by the Applicant, or with respect to coverage of a Subscriber, fraud or misrepresentation by the Subscriber or such person's representative.

In the event this Agreement terminates as stated, the Group will remain liable to Delta Dental for the full amount of the Dentists' statements paid or otherwise discharged by Delta Dental for services rendered and incurred under this Contract prior to the termination date. In addition, the Group will be and remain liable to Delta Dental for a period of 12 months following the termination date for the full amount of Dentist's statements paid or otherwise discharged by Delta Dental for services rendered according to ARTICLE V, CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED, 5.03 and 5.04.

7.03 PROCEDURES ON TERMINATION

- a) In the event of termination of this Agreement in accordance with the provisions of Article VII, Section 7.02, no Subscriber will, on or after the date on which the termination takes effect, be entitled to any further benefit payments hereunder and Group will indemnify and hold Delta Dental harmless with respect to any claims by or with respect to Subscribers for further benefit payments hereunder without regard to the date on which the dental claims were incurred.

However, Delta Dental will have the right to process Dentists' statements for payment where each of the following terms are met, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid:

1. the Dentist's statement is first received by Delta Dental within 12 months of the termination date of this Agreement according to ARTICLE V, CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED, 5.03 and 5.04;
2. the date of service reported on the Dentist's statement was within 12 months of the date the claim was first received by Delta;
3. the date of service reported on the Dentist's statement was no later than the termination date of this Agreement.

- b) In the event of termination by Delta Dental, all Benefits will terminate and

Delta Dental will be released from all further obligations of this Agreement, effective on the last day of the month in which written notice of termination is given; provided, however, that Delta Dental will make payments for dental services for Extended Benefits. Applicant will remain liable to Delta Dental for:

1. the unpaid payments applicable for the period this Agreement was in effect prior to termination; and
2. the full amount of all Dentist's statements paid or otherwise discharged by Delta Dental after the termination date but incurred during the full Term of this Contract.
3. In the event of termination of this Agreement for any cause, Delta Dental will not be required to pay for services provided beyond such termination date, except for the completion of single procedures started while this Agreement was in a

7.04 If on termination of this Contract for any cause Group has not paid Service Fee and/or Claims Reimbursement to Delta Dental applicable to a period of time up to and including the termination date Group will, within 30 days after termination, remit such to Delta.

ARTICLE VIII. CONTINUATION COVERAGE

8.01 COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) generally applies to Groups with 20 or more employees.

Under COBRA, Subscribers who have a qualifying event may be able to continue coverage for a period of time. The benefits will be the same as those of active Employees. The Subscriber must pay the Premium, which cannot exceed 102% of the cost for an active employee with the same plan. Qualifying events govern if a person may elect COBRA and the length of coverage. The employer or Group must administer COBRA according to federal requirements.

COBRA Continuation coverage will end on the earliest of the following:

- a) the last day of the month in which COBRA Continuation ends;
- b) the day the Contract terminates;
- c) the last day of the month for which premium has been paid;
- d) the day the person becomes entitled to Medicare;
- e) the day the person is eligible for coverage under another group plan.

8.02 Continued Health Coverage required by the State of Colorado (State Continuation) applies to Groups not subject to COBRA.

Subscribers covered under this Contract, or a similar contract it replaces, for at least 6 months may be able to continue coverage for up to 18 months under State Continuation. Their premium and benefits will be the same as those for active Employees, except that the Subscriber will be responsible for the Premium. The Employer or Group must administer State Continuation according to state law.

State Continuation coverage is effective upon loss of coverage. Within 60 days of the loss, the Group must send enrollment information and premium to Delta Dental for the Subscriber's benefits to continue.

State Continuation coverage will terminate on the earliest of the following:

- a) the last day of the month after 18 months of continued coverage;
- b) the day the Contract terminates;
- c) the last day of the month that premium is paid;
- d) the day the person becomes entitled to Medicare;
- e) the day the person is eligible for coverage under another group plan; or
- f) in the case of a Dependent child, the day he no longer meets the definition of Dependent.

RIDERS and APPENDICES

COVERED DENTAL SERVICES

DIAGNOSTIC & PREVENTIVE SERVICES

Diagnostic: Certain Services performed to assist the Dentist in evaluating the existing conditions and determining the dental care required.

Preventive: Certain Services performed to prevent the occurrence of dental abnormalities or disease.

Adjunctive: Certain additional Services, including emergency palliative treatment, performed as a temporary measure that does not affect a definitive cure.

PROCEDURE	BENEFIT DESCRIPTION
Oral Exam (All exam types)	Two exams in any 12 month period are covered. There is no separate benefit for diagnosis, treatment planning or consultation by the treating dentist.
Dental Cleaning	Two cleanings in any 12 month period are covered. An adult cleaning is not covered for persons under age 14. For those with any condition(s) listed below, 2 additional cleanings (or any procedure that includes cleaning) will be provided during a 12 month period. <ul style="list-style-type: none"> • Diabetes with documented gum conditions, • Pregnancy with documented gum conditions, • Cardiovascular disease with documented gum conditions, • Kidney failure with dialysis and • Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.
Bitewing x-rays	Covered one time in a 12 month period.
Full Mouth Survey or Panoramic x-ray	Covered one time in a 60 month period under any Delta Dental plan unless documentation of special need is provided.
Individual Periapical x-rays Intraoral Occlusal x-rays Extraoral x-rays	Limited to the allowance for a full mouth survey or panoramic x-ray. If the fee meets or exceeds the allowance for a complete mouth survey, it will be processed as a complete mouth survey.
Sealants	Covered one time per tooth in a 36 month period. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for children under the age of 15. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
Preventive Resin Restoration	Covered as a sealant above
Fluoride Treatment	Covered one time in a 12 month period. Covered for children under the age of 16.
Space Maintainer	Covered for children under the age of 14 to maintain space left by prematurely lost baby back teeth.

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Adjunctive Services	Services related to another category of covered services will be covered at the same percentage as the related category of covered services.
Palliative Treatment	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or x-rays.

BASIC SERVICES

- Basic Restorative:** Fillings and preformed shell crowns, for treatment of tooth decay which results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.
- Oral Surgery:** Extractions and certain other surgical Services and associated covered anesthesia and/or related Covered Services.
- Endodontic:** Certain Services for treatment of non-vital tooth pulp resulting from disease or trauma.
- Periodontic:** Certain Services for treatment of gum tissue and bone supporting teeth.

PROCEDURE

BENEFIT DESCRIPTION

Oral Pathology Lab Procedures	Covered with a pathology report.
Amalgam Fillings (silver fillings)	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing amalgam filling is allowed if at least 12 months have passed since the existing amalgam was placed.
Composite Resin (white plastic) Fillings	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing composite resin filling is allowed if at least 12 months have passed since the filling was placed.
Stainless Steel Crowns, Resin Crowns	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
Protective Filling	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.
Pin Retention	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
Extraction- coronal remnants deciduous tooth	Includes local anesthesia and routine post-operative care, which are not covered separately.
Extraction, erupted tooth or exposed root	Includes local anesthesia and routine post-operative care, which are not covered separately.
Therapeutic Pulpotomy	Covered for baby teeth only.
Root Canal Therapy	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Repeat Root Canal therapy	Covered only if the first root canal procedure was performed at least 24 months earlier.

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Apexification/recalcification (apical closure/calcific repair of perforations, root resorption, etc.)	Covered once per tooth. A course of treatment includes initial, interim and final visits. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Apicoectomy	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Retrograde Filling (per root)	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
Root Amputation (per root)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Hemisection (includes any root removal)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Periodontal Scaling and Root Planing - Per Quadrant	Covered one time per quadrant of the mouth in any 24 month period.
Periodontal Maintenance Procedures Following Active Therapy	Periodontal maintenance procedures or any combination of periodontal maintenance procedures and prophylaxis (adult and child cleanings), are limited to 4 per any 12 month period.
Gingivectomy	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Gingival Flap Procedure	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant, Root planing, local anesthesia and routine post-operative care are not separately covered.
Crown lengthening-hard tissue, by report	Not covered if performed on the same date as surgery to bone structures, crown preparation or other restoration.
Osseous Surgery, Guided tissue regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (Including Donor Site)	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Surgical Extractions of teeth, or tooth roots	Local anesthesia and routine post-operative care are not separately allowed as benefits.
Oral Surgery Services	Includes fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue and surgical incisions, and cyst removal. Local anesthesia and routine post-operative care are not separately allowed as benefits.
General Anesthesia	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.

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Analgesia (Nitrous oxide)	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
I.V. Sedation	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.

MAJOR SERVICES

Special Restorative: Buildups (which may or may not include a post) and laboratory processed restorations (crowns, onlays) for treatment of tooth decay which results in visible destruction of hard tooth structure, or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

Prosthodontics: Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural permanent teeth.

Implants: Prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prostheses.

PROCEDURE	BENEFIT DESCRIPTION
Re-Cement crowns, Inlays and onlays	Covered after 6 months from initial insertion.
Repairs to Crowns	Subject to Delta Dental's consultant review.
Re-Cement Fixed Bridges	Covered after 6 months from initial insertion of fixed bridge.
Repairs to Fixed Bridges	Subject to Delta Dental's consultant review.
Denture Adjustments	Covered after 6 months from the insertion of the complete or partial denture.
Repairs to Full and Partial Dentures	Covered after 6 months from the insertion of the complete or partial denture.
Tissue Conditioning Per Denture Unit	Covered two times in a 36 month period.
Relining Dentures Rebasing Dentures	Relining or rebasing is covered at least 6 months after the initial insertion of a complete or partial denture and then not more than one time in a 36 month period per appliance.
Inlays	An alternate benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered if 60 months have passed since the last placement. Not covered for children under age 12.
Crowns and Onlays	Covered when the tooth cannot be restored by an amalgam or composite filling and if more than 60 months since the last placement. Not covered for children under age 12.

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Core (Crown) Buildup including any pins	Covered once in 60 months per tooth when needed to retain a crown or onlay and when need is due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 12.
Post and Core (in conjunction with a Crown or Onlay)	Covered once in 60 months for endodontically treated teeth. Must be needed to retain a crown or onlay, and when necessary due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 12.
Implants-Surgical Placement & Restoration	The placement of the surgical implant, and the placement of a crown, full or partial denture, or bridge over the implant, are covered once in 60 months for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for children under age 16.
Fixed Bridges	Initial fixed bridge is covered. Replacement of an existing fixed bridge is covered if the existing fixed bridge is more than 60 months old, is not serviceable, and cannot be repaired. Not covered for children under age 16.
Core (Bridge) Buildup including any pins (in conjunction with a Bridge Abutment)	Covered once in 60 months per tooth when needed to retain a fixed bridge and when needed due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 16.
Post and Core (in conjunction with a fixed bridge)	Covered once in 60 months for endodontically treated teeth. Must be needed to retain a fixed bridge, and when necessary due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 16.
Full Dentures	Initial full dentures are covered. Replacement is covered after 60 months from the last placement. Dentures must not be able to be repaired. Personalized dentures, overdentures or associated procedures are not covered.
Partial Dentures	Initial partial dentures are covered. Replacement is covered after 60 months have elapsed since the last placement. Dentures must not be able to be repaired. Precision or semi-precision attachments are not covered. The benefit for a partial denture includes any clasps and rests and all teeth. Not covered for anyone under age 16.
Temporary Removable Partial Dentures	Initial temporary removable partial dentures are covered to replace missing permanent front teeth. Replacement is covered only after 60 months have elapsed since the last placement.
Occlusal Guard	Removable dental appliance designed to minimize the effects of bruxism (grinding) and other occlusal factors. Covered one time in a 36 month period.

LIMITATIONS/EXCLUSIONS (What Is Not Covered)

GENERAL LIMITATIONS – ALL SERVICES

- a. **Alternate Benefits**
Often more than one service or supply can be used to treat a dental problem. In deciding the amount allowed on a claim, other materials and methods of treatment will be considered. Payment will be limited to the Covered Amount for the least costly Covered Service that meets accepted standards of dental care as determined by Delta Dental. The covered person and his Dentist may decide on a more costly procedure or material. Delta Dental will pay toward the cost of the selected procedure at the Coinsurance level shown on the Declaration Page Payment will be limited to the Covered Amount for the least costly treatment.
- b. The benefit allowed for a temporary service and the final service is limited to the benefit allowed for the final dental service, unless the temporary service is specifically included as a Covered Service in this Contract.
- c. Dental procedures performed at the same time and as part of a primary procedure will be paid at the amount allowed for the primary procedure.
- d. Completed dental Services are covered when provided by a Dentist (or other person legally permitted to perform such Services by authority of license) and are determined under the standards of generally accepted dental practice to be Necessary and appropriate. Benefits will be determined (even if no monies are paid) based on the terms of the Contract and Delta Dental's Processing Guidelines.
- e. Pre- and post-operative procedures are considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
- f. Local anesthesia is considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.
- g. The Covered Amount for a Covered Service Started but not Completed will be limited to the amount determined by Delta Dental.

EXCLUSIONS

- a) Services for injuries or conditions which are covered under Worker's Compensation or employer's liability laws. Services which are provided by any federal or state government agency. Services that are provided without cost by any city, county or other political subdivision. Any Services for which the person would not have to pay if not insured, except if such exclusion may be prohibited by law.
- b) Any Service Started when the person was not covered under this Contract. This includes any Service Started during an applicable Waiting Period.
- c) Services for treatment of congenital (present at birth) or developmental (following birth) defects, except dental Services within the mouth for treatment of a condition related to or resulting from cleft lip and/or cleft palate. This exclusion does not apply if otherwise covered under this contract.
- d) Any procedure, service or supply provided primarily for cosmetic purposes. Veneers on teeth and facings or veneers placed on crowns or bridge units for teeth after the first molar will always be considered cosmetic. Delta Dental will limit their allowance to a Covered Service without facings or veneers and the patient is responsible for the remainder of the Dentist's approved fee.
- e) Services to treat tooth structure lost from wear, erosion, attrition, abrasion or abfraction.
- f) Services resulting from improper alignment, occlusion or contour.
- g) Services related to periodontal stabilization of teeth (splinting).

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- h) Habit appliances, night guards, athletic mouth guards and gnathological (jaw function) services, bite registration or analysis, or any related services.
- i) Pre-medication, analgesia, hypnosis or any other patient management services (except covered anesthetic services).
- j) Charges for prescribed drugs.
- k) Any Experimental or Investigational Procedures.
- l) Services that may otherwise be covered, but due to the patient's underlying condition would not prove successful to improve the oral health of the patient.
- m) Any procedures done in anticipation of future need (except covered preventive services).
- n) Hospital costs or any charges for use of any facility.
- o) Any anesthesia service not included in Covered Services.
- p) Grafts done in the mouth where teeth are not present.
- q) Grafts of tissues or other substances from outside the mouth into the mouth and augmentations.
- r) Myofunctional therapy or speech therapy.
- s) Services for the treatment of any temporomandibular joint (TMJ) problems. Includes facial pain, or any related conditions. Any related diagnostic, preventive or treatment Services.
- t) Services not performed in accordance with the laws of the State of Colorado. Services performed by any person other than a person licensed to perform such Services. Services performed to treat any condition, other than an oral or dental disease, malformation, abnormality or condition.
- u) Teaching in oral hygiene or diet planning.
- v) Completion of forms. Providing diagnostic information or records. Copying of x-rays or other records.
- w) Replacement of lost, stolen or damaged appliances.
- x) Repair of appliances altered by someone other than a Dentist.
- y) Any Services not included in Covered Services.
- z) Services for which charges would not have been made if this coverage had not existed, except for Services as provided under Medicaid.
- aa) Missed appointment charges.
- bb) Preventive control programs, including home care items.
- cc) Plaque control programs.
- dd) Injuries you cause yourself.
- ee) Provisional splinting.
- ff) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.
- gg) Services provided for treatment of teeth retained in relation to an overdenture.
- hh) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
- ii) Any Special Restorative service provided within 60 months of fixed Prosthodontic Services involving the same teeth.
- jj) Fixed and removable Prosthodontic appliances (bridges and partials) are not a benefit in the same arch except when the fixed denture (bridge) replaces front teeth. Allowance is limited to the allowance for the removable partial denture.

Orthodontic Rider
DDCO A/B/C/D

Covered orthodontic services are orthognathic surgery or appliance therapy by a licensed dentist to treat malalignment of teeth and/or jaws. Post-treatment retention and related interceptive services are included. (Extraction of teeth is covered under Oral Surgery Benefits.)

Benefit is based on total case fees. Total case fees include active treatment and post treatment retention or stabilization. We will make periodic payments based on the dentist's treatment plan. We will not make separate benefit for post treatment stabilization.

The following exclusions and limitations apply to Orthodontic Benefits. They are in addition to those in the Benefit Rider.

EXCLUSIONS

- a) Replacement or repair of appliances.
- b) Orthodontic procedures performed in the treatment of periodontal disease or treatment of the temporomandibular joint.

LIMITATIONS

- a) Periodic payments for Orthodontic treatment will stop if treatment ends for any reason prior to completion of the case. Payments will also stop upon termination of the Subscriber's plan.
- b) Periodic payments for Orthodontic treatment begun before the patient's eligibility date will start with the first payment due after the patient's eligibility date. The maximum benefit will be based on the prior carrier's payment history.
- c) If the plan includes a late enrollment provision, Late Enrollees must be enrolled in the dental plan for a 12-month period before Orthodontic Benefits are covered.

Domestic Partner Rider

Domestic Partners must meet each of the requirements listed below.

- They must be of the same sex.
- They must not be related.
- They must be at least 18 years old and view themselves as a family.
- They must not be married and may not have another partner.
- They must have lived together for at least 6 consecutive months.
- They must be financially interdependent.

EXHIBIT B

**ACORD CERTIFICATE
OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver, CO 80202 303 534-4567	CONTACT NAME:		
	PHONE (A/C, No., Ext): 303-534-4567 FAX (A/C, No): 303-534-0600 E-MAIL ADDRESS: denpam@imacorp.com		
INSURED Delta Dental of Colorado Colorado Dental Service Inc. dba 4582 S. Ulster St., Suite 800 Denver, CO 80237	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Co. (Chubb)		20281
	INSURER B: Pinnacol Assurance		41190
	INSURER C: OneBeacon Insurance Co.(AmWins)		21970
	INSURER D: Federal Insurance Co. (AmWins)		20281
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			35775020	11/12/2014	11/12/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1470207861	11/12/2014	11/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	79790815	11/12/2014	11/12/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	908872	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Errors & Omissions Claims Made			MCR757914 Retro Date:	11/12/2014 09/12/03	11/12/2015	\$5,000,000 Aggregate \$5,000,000 Each Claim \$50,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Crime Coverage: Policy #81942829; Insurer D: See Above; Effective: 11/12/14-11/12/15
\$1,500,000 Employee Dishonesty Limit; \$50,000 Deductible
City and County of Denver, Its Officers, Agents and Employees are included as Additional Insureds as an Employer Group of Insured, Delta Dental on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of City & (See Attached Descriptions)

CERTIFICATE HOLDER City & County of Denver Attn: Denver Risk Administrator 201 W. Colfax Ave., Dept. 1105 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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EXHIBIT C

DENVER LOGO COLORS



The Denver logo is available in a horizontal layout, which is preferred, or a vertical layout. The color palette is comprised of five colors:



PMS 1805
BRICK RED



PMS 2925
SKY BLUE



PMS 130
SUNSHINE
GOLD



PMS 268
MOUNTAIN
PURPLE



PANTONE
PROCESS
80% BLACK

REVERSE USAGE A reverse version of the Denver logo has been developed to be used on black or other dark colors. A white border is used to separate the symbol from the background. The logotype and tagline are white instead of black to increase legibility. When only one color is available, the black logo or one-color reverse artwork should be used. Additional details on the appropriate use of the Denver logo can be found in the [Denver brand center](#).