

## A G R E E M E N T

**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., DBA 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.

**3. TERM:** This Agreement will commence as of the date of the City’s Signature, and will expire December 31, 2014 (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.

**c. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed TEN MILLION FOUR HUNDRED EIGHT THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS (\$10,408,790.00) (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. 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. 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.

**16. 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.

**17. 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.

**18. NOTICES:** 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.

**19. 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.

**20. 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.

**21. 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).

**22. 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.

**23. 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.

**24. 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.

**25. 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.

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

**27. 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.

**28. 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

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**[SIGNATURE PAGES TO FOLLOW]**  
**[WILL BE GENERATED BY CITY CONTRACT SYSTEM]**

**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-201417758-00

**Contractor Name:** Colorado Dental Service Inc., DBA Delta Dental of Colorado

By: Jean Lawhead

Name: Jean Lawhead  
(please print)

Title: Vice President, Sales and Marketing  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**EXHIBIT A**  
**To Agreement with**  
**DELTA DENTAL SERVICE, INC.**

Colorado Dental Service Inc., d/b/a Delta Dental of Colorado  
4582 S. Ulster St., Suite 800  
Denver, CO 80237  
Vendor # 22173

Policies attached in this Exhibit A:

EPO	Group 6791
LOW OPTION	Group 6026
HIGH OPTION	Group 6793





**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

	<b>PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>*Non- Participating Dentist</b>	
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Waiting Period</b>
<b>Diagnostic &amp; Preventive Services</b>				
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
<b>Basic Services</b>				
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
<b>Major Services</b>				
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
<b>Orthodontic Services</b>				
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**

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month

**Deductible** (January 1<sup>st</sup> - December 31<sup>st</sup>)

<b>Class</b>	<b>Type</b>	<b>Network</b>	<b>Amount</b>
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 1<sup>st</sup> - December 31<sup>st</sup>)

<b>Class</b>	<b>Type</b>	<b>Network</b>	<b>Amount</b>
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**

<b>Coverage Tier</b>	<b>Admin Fee</b>
Per Month Per Subscriber	\$ 2.93

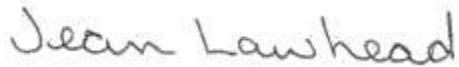
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service 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 2<sup>nd</sup>, 12<sup>th</sup>, and 22<sup>nd</sup> 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 2<sup>nd</sup>, 12<sup>th</sup> and 22<sup>nd</sup> 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 15<sup>th</sup> 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 2<sup>nd</sup>, the grace period is until the 12<sup>th</sup> day of the month; when Delta Dental has notified the Group of the total claims paid on the 12<sup>th</sup>, the grace period is until the 22<sup>nd</sup> day of the month; and when Delta Dental has notified the Group of the total claims paid on the 22<sup>nd</sup> calendar day, the grace period is until the 2<sup>nd</sup> 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.

- 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.
- 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
<b>Oral Exam (All exam types)</b>	Two exams in any 12 month period are covered. There is no separate benefit for diagnosis, treatment planning or consultation by the treating dentist.
<b>Dental Cleaning</b>	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"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>
<b>Bitewing x-rays</b>	Covered one time in a 12 month period.
<b>Full Mouth Survey or Panoramic x-ray</b>	Covered one time in a 60 month period under any Delta Dental plan unless documentation of special need is provided.
<b>Individual Periapical x-rays Intraoral Occlusal x-rays Extraoral x-rays</b>	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.
<b>Sealants</b>	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.
<b>Preventive Resin Restoration</b>	Covered as a sealant above
<b>Fluoride Treatment</b>	Covered one time in a 12 month period. Covered for children under the age of 16.
<b>Space Maintainer</b>	Covered for children under the age of 14 to maintain space left by prematurely lost baby back teeth.

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



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<b>Apexification/recalcification (apical closure/calcific repair of perforations, root resorption, etc.)</b>	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.
<b>Apicoectomy</b>	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Retrograde Filling (per root)</b>	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
<b>Root Amputation (per root)</b>	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Hemisection (includes any root removal)</b>	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Periodontal Scaling and Root Planing - Per Quadrant</b>	Covered one time per quadrant of the mouth in any 24 month period.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	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.
<b>Gingivectomy</b>	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.
<b>Gingival Flap Procedure</b>	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.
<b>Crown lengthening-hard tissue, by report</b>	Not covered if performed on the same date as surgery to bone structures, crown preparation or other restoration.
<b>Osseous Surgery, Guided tissue regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (Including Donor Site)</b>	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.
<b>Surgical Extractions of teeth, or tooth roots</b>	Local anesthesia and routine post-operative care are not separately allowed as benefits.
<b>Oral Surgery Services</b>	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.
<b>General Anesthesia</b>	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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<b>Analgesia (Nitrous oxide)</b>	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
<b>I.V. Sedation</b>	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
<b>Re-Cement crowns, Inlays and onlays</b>	Covered after 6 months from initial insertion.
<b>Repairs to Crowns</b>	Subject to Delta Dental's consultant review.
<b>Re-Cement Fixed Bridges</b>	Covered after 6 months from initial insertion of fixed bridge.
<b>Repairs to Fixed Bridges</b>	Subject to Delta Dental's consultant review.
<b>Denture Adjustments</b>	Covered after 6 months from the insertion of the complete or partial denture.
<b>Repairs to Full and Partial Dentures</b>	Covered after 6 months from the insertion of the complete or partial denture.
<b>Tissue Conditioning Per Denture Unit</b>	Covered two times in a 36 month period.
<b>Relining Dentures Rebasing Dentures</b>	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.
<b>Inlays</b>	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.
<b>Crowns and Onlays</b>	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.

Delta Dental Benefits Rider  
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<b>Core (Crown) Buildup including any pins</b>	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.
<b>Post and Core (in conjunction with a Crown or Onlay)</b>	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.
<b>Implants-Surgical Placement &amp; Restoration</b>	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.
<b>Fixed Bridges</b>	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.
<b>Core (Bridge) Buildup including any pins (in conjunction with a Bridge Abutment)</b>	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.
<b>Post and Core (in conjunction with a fixed bridge)</b>	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.
<b>Full Dentures</b>	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.
<b>Partial Dentures</b>	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.
<b>Temporary Removable Partial Dentures</b>	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.
<b>Occlusal Guard</b>	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).

## Delta Dental Benefits Rider

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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.



## **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*

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**Signature**

**January 1, 2014**

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**Date**

**Accepted:**  
**CITY AND COUNTY OF DENVER - #6026**

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**Signature**

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**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, Exclusive Panel Option (EPO)

**Group Number:** 6791

**Contract Effective Date:** January 1, 2013

**Contract Anniversary Date:** January 1st

	<b>PPO Dentist</b>
<b>Covered Services</b>	<b>Co-Payments</b>
<b>Diagnostic &amp; Preventive Services</b>	
Oral Exams and Cleanings	<b>Payment is based on Appendix A – Patient Co-Payment (EPO 1B)</b>
X-Rays	
Sealants	
Fluoride Treatments	
<b>Basic Services</b>	
Basic Restorative (Fillings)	<b>Payment is based on Appendix A – Patient Co-Payment (EPO 1B)</b>
Oral Surgery	
Endodontics (Root Canal Therapy)	
Periodontics (Gum Disease Treatment)	
<b>Major Services</b>	
Special Restorative (Crowns, Onlays)	<b>Payment is based on Appendix A – Patient Co-Payment (EPO 1B)</b>
Prosthodontics (Dentures, Bridges)	
<b>Orthodontic Services</b>	
Orthodontics (no age limit)	<b>Payment is based on Appendix A – Patient Co-Payment (EPO 1B)</b>

**Orthodontia is a covered benefit for the employee, spouse and dependent children.** See Delta Dental Benefits Rider EPO13 for details of all benefits and limitations.

**\* Services provided by a non-PPO Participating Dentist are not a covered benefit.**

#### Age

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month

#### 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**

<b>Coverage Tier</b>	<b>Admin Fee</b>
Per Month Per Subscriber	\$ 2.93

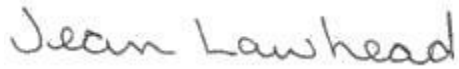
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service 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 2<sup>nd</sup>, 12<sup>th</sup>, and 22<sup>nd</sup> 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 - #6791 – EPO Plan**

Signature

Date

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### ARTICLE I. DEFINITIONS

The terms below apply to this Contract:

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

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

**1.03 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.

**1.04 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.

**1.05** 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.

**1.06 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.

**1.07 CONTRACT TERM** means the time from the Effective Date of the Contract until it is terminated.

- 1.08 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.
- 1.09 CO-PAYMENT** means the dollar amount of a Covered Service that is payable by the Subscriber.
- 1.10 COVERED AMOUNT** means the lesser of the Colorado PPO Dentist's Allowable fee or the fee actually charged. No payment will be made for Services provided by a non-Colorado PPO Dentist, except for out-of-state emergency services.
- 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 DENTIST** means a person licensed in dentistry.
- 1.15 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.

- 1.16 EFFECTIVE DATE** is the date coverage begins.
- 1.17 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.
- 1.18 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.
- 1.19 EMPLOYEE** means someone who works at least the number of hours defined by the Employer.
- 1.20 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** are those services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.
- 1.21 GROUP** means the Applicant or Employer contracting for dental benefits.
- 1.22 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.**
- 1.23 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.
- 1.24 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.
- 1.25 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.**

- 1.26 PARTICIPATING DENTIST** means a Dentist who contracts with Delta Dental as a Dental PPO Participating Dentist. For purposes of this contract, a participating Dentist is a Colorado Delta Dental PPO Participating Dentist.
- 1.27 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.
- 1.28 PRE-TREATMENT ESTIMATE** is review of a Dentist's plan of care to decide what is covered under this Contract.
- 1.29 SERVICE** means a procedure or supply provided by a Dentist.
- 1.30 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.

- 1.31 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.
- 1.32 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.
- 1.33 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**
- 1.34 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 2<sup>nd</sup>, 12<sup>th</sup> and 22<sup>nd</sup> 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 15<sup>th</sup> 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 2<sup>nd</sup>, the grace period is until the 12<sup>th</sup> day of the month; when Delta Dental has notified the Group of the total claims paid on the 12<sup>th</sup>, the grace period is until the 22<sup>nd</sup> day of the month; and when Delta Dental has notified the Group of the total claims

paid on the 22<sup>nd</sup> calendar day, the grace period is until the 2<sup>nd</sup> 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**

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Oral Exam (All exam types)</b>	Two exams in any 12 month period are covered. There is no separate benefit for diagnosis, treatment planning or consultation by the treating dentist.
<b>Dental Cleaning</b>	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"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>
<b>Bitewing x-rays</b>	Covered one time in a 12 month period.
<b>Full Mouth Survey or Panoramic x-ray</b>	Covered one time in a 60 month period plan unless documentation of special need is provided.
<b>Individual Periapical x-rays Intraoral Occlusal x-rays</b>	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.
<b>Sealants</b>	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.
<b>Fluoride Treatment</b>	Covered one time in a 12 month period. Covered for children under the age of 16.
<b>Space Maintainer</b>	Covered for children under the age of 14 to maintain space left by prematurely lost baby back teeth.
<b>Adjunctive Services</b>	Services related to another category of covered services will be covered at the same percentage as the related category of covered services.
<b>Palliative Treatment</b>	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or x-rays.

**BASIC SERVICES  
PROCEDURE**

**BENEFIT DESCRIPTION**

<b>Amalgam Fillings (silver fillings)</b>	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 filling was placed.
<b>Composite Resin (white plastic) Fillings</b>	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.
<b>Stainless Steel Crowns, Resin Crowns</b>	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
<b>Protective Filling</b>	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Extraction, erupted tooth or exposed root</b>	Includes local anesthesia and routine post-operative care, which are not covered separately.
<b>Therapeutic Pulpotomy</b>	Covered for baby teeth only.
<b>Root Canal Therapy</b>	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Repeat Root Canal therapy</b>	Covered only if the first root canal procedure was performed at least 24 months earlier.
<b>Apicoectomy</b>	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Retrograde Filling (per root)</b>	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
<b>Root Amputation (per root)</b>	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Periodontal Scaling and Root Planing - Per Quadrant</b>	Covered one time per quadrant of the mouth in any 24 month period.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	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.
<b>Gingivectomy</b>	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.
<b>Gingival Flap Procedure</b>	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.



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<b>Osseous Surgery or Free Soft Tissue Graft (Including Donor Site)</b>	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.
<b>Surgical Extractions of teeth, or tooth roots</b>	Local anesthesia and routine post-operative care are not separately allowed as benefits.
<b>Oral Surgery Services</b>	Includes biopsies, alveoloplasty with extractions, incision and drainage of abscess and frenectomy or frenulectomy.
<b>General Anesthesia</b>	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
<b>Analgesia (Nitrous oxide)</b>	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
<b>I.V. Sedation</b>	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.

**MAJOR  
PROCEDURE**

**BENEFIT DESCRIPTION**

<b>Re-Cement crowns, Inlays and onlays</b>	Covered after 6 months from initial insertion.
<b>Re-Cement Fixed Bridges</b>	Covered after 6 months from initial insertion of fixed bridge.
<b>Denture Adjustments</b>	Covered after 6 months from the insertion of the complete or partial denture.
<b>Repairs to Full and Partial Dentures</b>	Covered after 6 months from the insertion of the complete or partial denture.
<b>Tissue Conditioning Per Denture Unit</b>	Covered two times in a 36 month period.
<b>Relining Dentures Rebasing Dentures</b>	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.
<b>Inlays</b>	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.
<b>Crowns and Onlays</b>	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.
<b>Core Buildup including any pins (Crown or Bridge)</b>	Covered once in 60 months per tooth when needed to retain a crown or onlay and only when need is due to extensive loss of tooth structure caused by decay or fracture. Not covered for children under age 12.

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<b>Post and Core (in conjunction with a Bridge, Crown or Onlay)</b>	Covered once in 60 months per tooth 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.
<b>Fixed Bridges</b>	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.
<b>Full Dentures</b>	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.
<b>Partial Dentures</b>	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.
<b>Temporary Removable Partial Dentures</b>	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.

**ORTHODONTIC SERVICES**  
**PROCEDURE**

**BENEFIT DESCRIPTION**

<b>Orthodontic Treatment</b>	Orthodontics are defined as the services provided by a licensed Dentist involving appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
<b>Limitations on Orthodontic Benefits</b>	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> <li>• Replacement or repair of appliances.</li> <li>• Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions.</li> </ul> <p>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.</p> <p>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.</p>

## **LIMITATIONS/EXCLUSIONS (What Is Not Covered)**

### **GENERAL LIMITATIONS – ALL SERVICES**

- a. 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 of the Contract.
- b. 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.
- c. 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.
- d. Local anesthesia is considered part of any associated Covered Service. Benefit will be limited to the Covered Amount for the Covered Service.

### **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 service for cosmetic purposes.
- e) Services to treat 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 (splinting).
- 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 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.

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- q) Grafts of tissues or other substances from outside the mouth into the mouth. Augmentations or implants and any associated appliances. Removal of implants or any associated Services.
- 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 Appendix A – Patient Co-Payment.**
- 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 Delta Dental PPO Participating Dentist.
  - ee) Injuries you cause yourself.
  - ff) Provisional splinting.
  - gg) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.
  - hh) Services provided for treatment of teeth retained in relation to an Overdenture.
  - ii) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
  - jj) Any Special Restorative service provided within 60 months of fixed Prosthodontic services involving the same teeth.
  - kk) 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.

## APPENDIX A - PATIENT CO-PAYMENTS (EPO 1B)

### DIAGNOSTIC SERVICES

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
D0120	Periodic oral evaluation	\$ 10.00
D0140	Limited oral evaluation-problem focused	\$ 10.00
D0145	Oral evaluation-under age 3- and counseling w/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 (includes bitewings)	No Cost
D0220	Intraoral periapical x-ray 1 <sup>st</sup> film	No Cost
D0230	Intraoral periapical x-ray each additional film	No Cost
D0240	Intraoral occlusal x-ray film	No Cost
D0270	Bitewing x-ray - single film	No Cost
D0272	Bitewings - 2 films	No Cost
D0273	Bitewings – 3 films	No Cost
D0274	Bitewings - 4 films	No Cost
D0277	Vertical bitewings - 7 to 8 films	No Cost
D0330	Panoramic film	No Cost
D0460	Pulp vitality tests	No Cost

### PREVENTIVE

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
D1110	Prophylaxis - adult	No Cost
D1120	Prophylaxis - child to age 14	No Cost
D1206	Fluoride Varnish – therapeutic application for moderate to high caries risk patients	No Cost
D1208	Fluoride treatment - excluding prophylaxis - child	No Cost
D1351	Sealant - per tooth - child	No Cost
D1510	Space maintainer-fixed unilateral	No Cost
D1515	Space maintainer-fixed bilateral	No Cost
D1520	Space maintainer - removable unilateral	No Cost
D1525	Space maintainer - removable bilateral	No Cost

Services MUST be performed by a PPO panel dentist in order to be payable under this program.

Services are subject to the limitations and exclusions listed in this booklet.

Any service NOT LISTED is the responsibility of the patient and is available at the dentist's allowable fee.

## **ADJUNCTIVE GENERAL**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D9110	Palliative (emergency) treatment of 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	Analgesia, anxiolysis, inhalation of nitrous oxide	\$ 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 a dentist or physician other than requesting dentist or physician)	\$ 14.00

## **BASIC RESTORATIVE**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D2140	Amalgam-1 surface, primary or permanent	\$ 21.00
D2150	Amalgam-2 surfaces, primary or permanent	\$ 28.00
D2160	Amalgam-3 surfaces, primary or permanent	\$ 33.00
D2161	Amalgam-4 or more surfaces, primary or permanent	\$ 40.00
D2330	Resin-based composite - 1 surface anterior	\$ 24.00
D2331	Resin-based composite - 2 surfaces anterior	\$ 32.00
D2332	Resin-based composite - 3 surfaces anterior	\$ 38.00
D2335	Resin-based composite - 4 or more surfaces or involving incisal angle (anterior)	\$ 46.00
D2391	Resin-based composite - 1 surface posterior	\$ 29.00
D2392	Resin-based composite - 2 surfaces posterior	\$ 44.00
D2393	Resin-based composite - 3 surfaces posterior	\$ 62.00
D2394	Resin-based composite - 4 or more surfaces posterior	\$ 73.00
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 filling	\$ 16.00
D2951	Pin retention-per tooth-in addition to restoration	\$ 10.00

Services MUST be performed by a PPO panel dentist in order to be payable under this program.

Services are subject to the limitations and exclusions listed in this booklet.

Any service NOT LISTED is the responsibility of the patient and is available at the dentist's allowable fee.

## **ENDODONTICS**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D3110	Pulp cap - direct (excluding final restoration)	\$ 10.00
D3220	Therapeutic pulpotomy (primary tooth) excluding final restoration	\$ 26.00
D3310	Root canal therapy-anterior (excluding final restoration)	\$110.00
D3320	Root canal therapy-bicuspid (excluding final restoration)	\$129.00
D3330	Root canal 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
D3348	Retreatment of previous root canal therapy-molar	\$297.00
D3410	Apicoectomy/periradicular surgery anterior	\$114.00
D3421	Apicoectomy/periradicular surgery bicuspids (first root)	\$126.00
D3425	Apicoectomy/periradicular surgery molar (first root)	\$150.00
D3426	Apicoectomy/periradicular surgery (each additional root)	\$ 41.00
D3430	Retrograde filling - per root	\$ 34.00
D3450	Root amputation - per root	\$ 80.00

## **ORAL SURGERY**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	\$ 22.00
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth	\$ 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 - per quadrant	\$ 34.00
D7320	Alveoloplasty not in conjunction with extractions - per quadrant	\$ 49.00
D7471	Removal of lateral exostosis - (maxilla-upper or mandible-lower)	\$ 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 (frenectomy or frenotomy) separate procedure	\$ 51.00

Services MUST be performed by a PPO panel dentist in order to be payable under this program.

Services are subject to the limitations and exclusions listed in this booklet.

Any service NOT LISTED is the responsibility of the patient and is available at the dentist's allowable fee.

## **PERIODONTICS**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or bounded teeth spaces per quadrant	\$ 70.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth or bounded teeth 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 bounded teeth spaces per quadrant	\$112.00
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or bounded teeth spaces per quadrant	\$ 67.00
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or bounded teeth spaces per quadrant	\$284.00
D4261	Osseous surgery (including flap entry and closure) -one to three contiguous teeth or bounded teeth 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)	\$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 procedures following active therapy (periodontal prophylaxis)	\$ 24.00

## **SPECIAL RESTORATIVE**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D2520	Inlay-metallic-2 surfaces	\$193.00
D2530	Inlay-metallic-3 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

Services MUST be performed by a PPO panel dentist in order to be payable under this program.

Services are subject to the limitations and exclusions listed in this booklet.

Any service NOT LISTED is the responsibility of the patient and is available at the dentist's allowable fee.



## **SPECIAL RESTORATIVE (Cont.)**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D2910	Recement inlay, onlay or partial coverage restoration	\$ 13.00
D2920	Recement crown	\$ 15.00
D2950	Crown buildup (substructure) including any pins	\$ 43.00
D2952	Post and core in addition to crown, indirectly fabricated	\$ 59.00
D2953	Each additional indirectly fabricated post-same tooth	No Cost
D2954	Prefabricated post and core in addition to crown	\$ 51.00
D2957	Each additional prefabricated post-same tooth	No Cost
D2961	Labial veneer (resin laminate) laboratory	\$139.00
D2962	Labial veneer (porcelain laminate) laboratory	\$147.00

## **PROSTHODONTICS**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D5110	Complete denture (maxillary -upper)	\$349.00
D5120	Complete denture (mandibular- lower)	\$349.00
D5130	Immediate denture (maxillary -upper)	\$377.00
D5140	Immediate denture (mandibular- lower)	\$377.00
D5211	Upper partial denture - resin base (including any conventional clasps, rests and teeth)	\$243.00
D5212	Lower partial denture - resin base (including any conventional clasps, rests and teeth)	\$243.00
D5213	Upper partial denture - metal base with resin saddles (including any conventional clasps, rests and teeth)	\$364.00
D5214	Lower partial denture - metal base with resin saddles (including any conventional clasps, rests and teeth)	\$364.00
D5410	Adjust complete denture upper	\$ 17.00
D5411	Adjust complete denture lower	\$ 17.00
D5421	Adjust partial denture - upper	\$ 16.00
D5422	Adjust partial denture - lower	\$ 16.00
D5510	Repair broken complete denture base	\$ 40.00
D5520	Replace missing/broken tooth complete denture (each tooth)	\$ 34.00
D5610	Repair resin saddle or base partial denture	\$ 36.00
D5620	Repair cast framework partial denture	\$ 47.00
D5630	Repair/replace broken clasp partial denture	\$ 48.00

Services MUST be performed by a PPO panel dentist in order to be payable under this program.

Services are subject to the limitations and exclusions listed in this booklet.

Any service NOT LISTED is the responsibility of the patient and is available at the dentist's allowable fee.

## **PROSTHODONTICS (Cont.)**

<b><u>Code</u></b>	<b><u>Description</u></b>	<b><u>Co-Pay</u></b>
D5640	Replace tooth on partial denture per tooth	\$ 33.00
D5650	Add tooth to existing partial denture	\$ 39.00
D5660	Add clasp to existing partial denture	\$ 49.00
D5710	Rebase upper complete denture	\$141.00
D5711	Rebase lower complete denture	\$141.00
D5720	Rebase upper partial denture	\$108.00
D5721	Rebase lower partial denture	\$108.00
D5730	Reline complete upper denture (chairside)	\$ 56.00
D5731	Reline complete lower denture (chairside)	\$ 56.00
D5740	Reline upper partial denture (chairside)	\$ 51.00
D5741	Reline lower partial denture (chairside)	\$ 51.00
D5750	Reline complete upper denture (laboratory)	\$100.00
D5751	Reline complete lower denture (laboratory)	\$100.00
D5760	Reline upper partial denture (laboratory)	\$ 93.00
D5761	Reline lower partial denture (laboratory)	\$ 93.00
D5850	Tissue conditioning upper denture	\$ 26.00
D5851	Tissue conditioning lower denture	\$ 26.00
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
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

Services MUST be performed by a PPO panel dentist in order to be payable under this program.

Services are subject to the limitations and exclusions listed in this booklet.

Any service NOT LISTED is the responsibility of the patient and is available at the dentist's allowable fee.

## **ORTHODONTICS**

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

Services MUST be performed by a PPO panel dentist in order to be payable under this program.

Services are subject to the limitations and exclusions listed in this booklet.

Any service NOT LISTED is the responsibility of the patient and is available at the dentist's allowable fee.

## **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.



## **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*

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**Signature**

**January 1, 2014**  
**Date**

**Accepted:**  
**CITY AND COUNTY OF DENVER - #6791**

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**Signature**

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**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

	<b>PPO Dentist</b>	<b>Delta Dental Premier Dentist</b>	<b>*Non- Participating Dentist</b>	
<b>Covered Services</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Waiting Period</b>
<b>Diagnostic &amp; Preventive Services</b>				
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
<b>Basic Services</b>				
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
<b>Major Services</b>				
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
<b>Orthodontic Services</b>				
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**

<b>Type</b>	<b>Age Limit</b>	<b>Coverage Thru</b>
Dependent Child	26	Month



**Deductible** (January 1<sup>st</sup> - December 31<sup>st</sup>)

<b>Class</b>	<b>Type</b>	<b>Network</b>	<b>Amount</b>
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 1<sup>st</sup> - December 31<sup>st</sup>)

<b>Class</b>	<b>Type</b>	<b>Network</b>	<b>Amount</b>
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**

<b>Coverage Tier</b>	<b>Admin Fee</b>
Per Month Per Subscriber	\$ 2.93

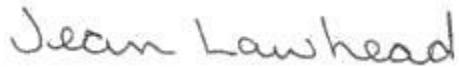
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service 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 2<sup>nd</sup>, 12<sup>th</sup>, and 22<sup>nd</sup> 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 2<sup>nd</sup>, 12<sup>th</sup> and 22<sup>nd</sup> 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 15<sup>th</sup> 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 2<sup>nd</sup>, the grace period is until the 12<sup>th</sup> day of the month; when Delta Dental has notified the Group of the total claims paid on the 12<sup>th</sup>, the grace period is until the 22<sup>nd</sup> day of the month; and when Delta Dental has notified the Group of the total claims paid on the 22<sup>nd</sup> calendar day, the grace period is until the 2<sup>nd</sup> 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.

<b>PROCEDURE</b>	<b>BENEFIT DESCRIPTION</b>
<b>Oral Exam (All exam types)</b>	Two exams in any 12 month period are covered. There is no separate benefit for diagnosis, treatment planning or consultation by the treating dentist.
<b>Dental Cleaning</b>	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"> <li>• Diabetes with documented gum conditions,</li> <li>• Pregnancy with documented gum conditions,</li> <li>• Cardiovascular disease with documented gum conditions,</li> <li>• Kidney failure with dialysis and</li> <li>• Suppressed immune system due to chemotherapy or radiation treatment, HIV Positive status, Organ Transplant or stem cell (bone marrow) transplant.</li> </ul>
<b>Bitewing x-rays</b>	Covered one time in a 12 month period.
<b>Full Mouth Survey or Panoramic x-ray</b>	Covered one time in a 60 month period under any Delta Dental plan unless documentation of special need is provided.
<b>Individual Periapical x-rays Intraoral Occlusal x-rays Extraoral x-rays</b>	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.
<b>Sealants</b>	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.
<b>Preventive Resin Restoration</b>	Covered as a sealant above
<b>Fluoride Treatment</b>	Covered one time in a 12 month period. Covered for children under the age of 16.
<b>Space Maintainer</b>	Covered for children under the age of 14 to maintain space left by prematurely lost baby back teeth.

Delta Dental Benefits Rider  
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<b>Adjunctive Services</b>	Services related to another category of covered services will be covered at the same percentage as the related category of covered services.
<b>Palliative Treatment</b>	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
<b>Oral Pathology Lab Procedures</b>	Covered with a pathology report.
<b>Amalgam Fillings (silver fillings)</b>	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.
<b>Composite Resin (white plastic) Fillings</b>	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.
<b>Stainless Steel Crowns, Resin Crowns</b>	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
<b>Protective Filling</b>	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.
<b>Pin Retention</b>	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
<b>Extraction- coronal remnants deciduous tooth</b>	Includes local anesthesia and routine post-operative care, which are not covered separately.
<b>Extraction, erupted tooth or exposed root</b>	Includes local anesthesia and routine post-operative care, which are not covered separately.
<b>Therapeutic Pulpotomy</b>	Covered for baby teeth only.
<b>Root Canal Therapy</b>	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Repeat Root Canal therapy</b>	Covered only if the first root canal procedure was performed at least 24 months earlier.

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<b>Apexification/recalcification (apical closure/calcific repair of perforations, root resorption, etc.)</b>	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.
<b>Apicoectomy</b>	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Retrograde Filling (per root)</b>	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
<b>Root Amputation (per root)</b>	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Hemisection (includes any root removal)</b>	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
<b>Periodontal Scaling and Root Planing - Per Quadrant</b>	Covered one time per quadrant of the mouth in any 24 month period.
<b>Periodontal Maintenance Procedures Following Active Therapy</b>	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.
<b>Gingivectomy</b>	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.
<b>Gingival Flap Procedure</b>	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.
<b>Crown lengthening-hard tissue, by report</b>	Not covered if performed on the same date as surgery to bone structures, crown preparation or other restoration.
<b>Osseous Surgery, Guided tissue regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (Including Donor Site)</b>	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.
<b>Surgical Extractions of teeth, or tooth roots</b>	Local anesthesia and routine post-operative care are not separately allowed as benefits.
<b>Oral Surgery Services</b>	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.
<b>General Anesthesia</b>	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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<b>Analgesia (Nitrous oxide)</b>	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
<b>I.V. Sedation</b>	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
<b>Re-Cement crowns, Inlays and onlays</b>	Covered after 6 months from initial insertion.
<b>Repairs to Crowns</b>	Subject to Delta Dental's consultant review.
<b>Re-Cement Fixed Bridges</b>	Covered after 6 months from initial insertion of fixed bridge.
<b>Repairs to Fixed Bridges</b>	Subject to Delta Dental's consultant review.
<b>Denture Adjustments</b>	Covered after 6 months from the insertion of the complete or partial denture.
<b>Repairs to Full and Partial Dentures</b>	Covered after 6 months from the insertion of the complete or partial denture.
<b>Tissue Conditioning Per Denture Unit</b>	Covered two times in a 36 month period.
<b>Relining Dentures Rebasing Dentures</b>	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.
<b>Inlays</b>	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.
<b>Crowns and Onlays</b>	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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<b>Core (Crown) Buildup including any pins</b>	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.
<b>Post and Core (in conjunction with a Crown or Onlay)</b>	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.
<b>Implants-Surgical Placement &amp; Restoration</b>	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.
<b>Fixed Bridges</b>	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.
<b>Core (Bridge) Buildup including any pins (in conjunction with a Bridge Abutment)</b>	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.
<b>Post and Core (in conjunction with a fixed bridge)</b>	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.
<b>Full Dentures</b>	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.
<b>Partial Dentures</b>	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.
<b>Temporary Removable Partial Dentures</b>	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.
<b>Occlusal Guard</b>	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).

## Delta Dental Benefits Rider

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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.



## **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*

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**Signature**

**January 1, 2014**

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**Date**

**Accepted:**  
**CITY AND COUNTY OF DENVER - #6793**

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**Signature**

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**Date**

**EXHIBIT B**  
**To Agreement with**  
**DELTA DENTAL SERVICE, INC.**

**ACORD CERTIFICATE OF LIABILITY INSURANCE**



**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).


<b>PRODUCER</b> IMA, Inc. - Colorado Division 1550 17th Street, Suite 600 Denver, CO 80202 303-534-4567	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 303-534-4567      FAX (A/C, No): 303-534-0600 E-MAIL ADDRESS: denpam@imacorp.com	
	INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : Federal Insurance Co. (Chubb)      20281 INSURER B : Pinnacol Assurance      41190 INSURER C : Darwin Select Insurance Co. (*)      24319 INSURER D : INSURER E : INSURER F : *AmWins	
<b>INSURED</b> Delta Dental of Colorado Colorado Dental Service Inc. dba 4582 S. Ulster St., Suite 800 Denver, CO 80237		

**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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			34775020	11/12/2012	11/12/2013	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      \$INCLUDED \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			70207861	11/12/2012	11/12/2013	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			79790815	11/12/2012	11/12/2013	EACH OCCURRENCE      \$4,000,000 AGGREGATE      \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below    N    N/A			908872	08/01/2012	08/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$500,000 E.L. DISEASE - EA EMPLOYEE      \$500,000 E.L. DISEASE - POLICY LIMIT      \$500,000
C	<b>Errors and Omissions Claims Made</b>			03050945 Retro Date:	11/12/2012 09/12/03	11/12/2013	\$50,000 Deductible \$5,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**CRIME Coverage: Policy #81942829 Insurer A: See Above Eff Date: 11/12/12- 11/12/13**  
**\$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 (See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> City & County of Denver Attn: Denver Risk Administrator 201 W. Colfax Ave., Dept. 1105 Denver, CO 80202	<b>CANCELLATION</b> 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 
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## DESCRIPTIONS (Continued from Page 1)

agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of City & County of Denver on the General Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.