

FIRST AMENDMENT TO INSURANCE AGREEMENT

COLORADO DENTAL SERVICE, INC. d/b/a

DELTA DENTAL OF COLORADO

This FIRST AMENDMENT to the Insurance Agreement with COLORADO DENTAL SERVICE, INC. d/b/a DELTA DENTAL COLORADO (“**First Amendment**”) is entered into by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “**City**”) and COLORADO DENTAL SERVICE, INC., d/b/a DELTA DENTAL OF COLORADO, doing business at 4582 S. Ulster St., Suite 800, Denver, Colorado 80237 (the “**Insurance Company**”) and collectively, the “**Parties**”).

RECITALS

WHEREAS, the **Parties** entered into that certain Insurance Agreement dated December 21, 2016 (“**Agreement**”);

WHEREAS, the **Parties** desire to amend the **Agreement** to both extend the term of the **Agreement** for an additional year, and; increase the maximum compensation to the **Insurance Company** as shown herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, the **Parties** agree as follows:

1. All references to **Exhibit A** in the Agreement are amended to read as **Exhibit A-1**. The insurance policies marked as **Exhibit A-1** are attached and incorporated into the Agreement by this reference.

2. Paragraph 3 of the Agreement (entitled “**Term**”) is hereby amended to read as follows:

“**3. TERM**: The Agreement will commence as of January 1, 2017, and will expire December 31, 2018 (the “**Term**”). The insurance policies listed in **Exhibit A-1** shall expire at the end of the Term.”

3. Paragraph 4(c)(1) of the Agreement (entitled “**Maximum Contract Amount**”) is hereby amended to read as follows:

“4. **COMPENSATION AND PAYMENT:**

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation shall not exceed **THIRTY-FOUR MILLION SEVEN HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED FIFTY-FOUR and 34/100 DOLLARS (\$34,734,654.34)** (the “**Maximum Contract Amount**”) for the policies described in **Exhibit A-1**. 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-1**. Any services performed beyond those in **Exhibit A-1** are performed at Insurance Company’s risk and without authorization under this Agreement.

4. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

EXHIBIT A-1 – 2018 Evidence of Coverage Documents: EPO 6791, PPO Low 6026, PPO High 6793

[SIGNATURE PAGES AND EXHIBIT A-1 FOLLOW THIS PAGE]

Contract Control Number: CSAHR-201631802-01

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

By: Mark Zhyen

Name: Mark Thompson
(please print)

Title: VP Sales and Customer Experience
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 _____





**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, 2018 for a five 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, 2018

Contract Anniversary Date: January 1st

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

Orthodontia is a covered benefit for the employee, spouse and dependent children. See Delta Dental Benefits Rider EPO16 for details of all benefits and limitations.

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

Age

Type	Age Limit	Coverage Thru
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.

Rate Coverage

Coverage Tier	Admin Fee
Per Month Per Subscriber	\$ 2.87

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

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

Riders or Appendices Attached

Countersigned:

Delta Dental of Colorado



Signature

September 28, 2017

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 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 CO-PAYMENT** means the dollar amount of a Covered Service that is payable by the Subscriber.
- 1.11 COVERED AMOUNT** means the lesser of the Colorado PPO Provider's Allowable fee or the fee actually charged. No payment will be made for Services provided by a non-Colorado PPO Provider, except for out-of-state emergency services.
- 1.12 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.
- 1.13 COVERED SERVICES** means the Services described in this Contract or attachments, subject to the limitations and exclusions noted.
- 1.14 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.
- 1.15 DENTAL INJURY** is an injury to a Sound Natural Tooth (other than a chewing injury) sustained while covered under the Contract, which is caused solely by a sudden violent act, or accident that could not be predicted in advance or avoided. A chewing injury is any injury that occurs during the act of biting or chewing regardless of whether the injury is caused by biting food or a foreign object.
- 1.16 DEPENDENT** means:
- 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 Declaration Page.

- A child who reaches the Dependent Age Limit stated on the Declaration Page 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 are natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil union or domestic partner.

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 EMERGENCY TREATMENT OR EMERGENCY SERVICE** means any necessary Service that is rendered as the direct result of an unforeseen occurrence or combination of circumstances that requires immediate, urgent action or remedy
- 1.22 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** are those services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.
- 1.23 GROUP** means the Applicant or Employer contracting for dental benefits.
- 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 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.**

1.27 PARTICIPATING PROVIDER means a Provider who contracts with Delta Dental as a Dental PPO Participating Provider. For purposes of this contract, a participating Provider is a Colorado Delta Dental PPO Participating Provider.

1.28 PPO PROVIDER'S ALLOWABLE FEE means the lesser of the fee from the PPO Discounted Fee Schedule that the PPO Provider has agreed to or the fee actually charged for a single procedure.

1.29 PRE-TREATMENT ESTIMATE is review of a Provider's plan of care to decide what is covered under this Contract.

1.30 PROVIDER means a person licensed in dentistry.

1.31 SERVICE means a procedure or supply provided by a Provider.

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

ARTICLE II. SERVICE FEE AND MONTHLY CLAIMS REIMBURSEMENT

2.01 CLAIMS REIMBURSEMENT

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

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

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

b) **Wire Transfer**

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

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

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

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

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

2.06 GRACE PERIOD.

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

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

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

ARTICLE III. ELIGIBILITY

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

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 30 days of an Employee or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth and effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Employee's), relationship to the Subscriber, address, gender, social security number and date of birth must be submitted.
- Coverage is effective after the eligibility waiting period shown on the Declaration Page.
 - An Employee not enrolled in the plan may not enroll Dependents.
- b) **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.
- 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) 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.
- b) 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.
- c) 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 OR LAYOFF. If an Employee loses coverage due to strike or lay-off contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods will remain the same if enrolled in the same coverage within the same calendar year. 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 termination of coverage 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.

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 Provider of the same or similar specialty as would typically manage the case being reviewed. The reviewing Provider 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 Provider 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 PROVIDERS. Payment for Completed Covered Services from a Non-Participating Provider 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 PROVIDERS.** Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. The patient does not have to pay any amount above what Delta Dental allows.
If the Participating Provider 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 Provider 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 PROVIDER.** A Subscriber may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.
- 5.07 RIGHT TO INFORMATION AND RECORDS.** Delta Dental may receive records related to the treatment of a Subscriber from any Provider. 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 Provider.
- 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 Provider, 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 PROVIDER. Delta Dental will make reasonable efforts to provide Applicant a list of Participating Providers. The list may be provided in different formats. The Providers 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 Providers or their agents or employees who provide or contract to provide dental Services under this Contract. Providers 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 Provider. 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 Providers' 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 Provider'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 Providers' 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 Provider'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 Provider's statement was within 12 months of the date the claim was first received by Delta;
 3. the date of service reported on the Provider'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 Provider'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

PROCEDURE **BENEFIT DESCRIPTION**

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

BASIC SERVICES

PROCEDURE	BENEFIT DESCRIPTION
Amalgam Fillings (silver fillings)	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing amalgam filling is allowed if at least 12 months have passed since the existing filling was placed.
Composite Resin (white plastic) Fillings	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing composite resin filling is allowed if at least 12 months have passed since the filling was placed.
Stainless Steel Crowns, Resin Crowns	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
Protective Filling	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.
Pin Retention	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
Extraction, erupted tooth or exposed root	Includes local anesthesia and routine post-operative care, which are not covered separately.
Therapeutic Pulpotomy	Covered for baby teeth only.
Root Canal Therapy	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Repeat Root Canal therapy	Covered only if the first root canal procedure was performed at least 24 months earlier.
Apicoectomy	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Retrograde Filling (per root)	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
Root Amputation (per root)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Periodontal Scaling and Root Planing - Per Quadrant	Covered one time per quadrant of the mouth in any 24 month period.
Periodontal Maintenance Procedures Following Active Therapy	Periodontal maintenance procedures or any combination of periodontal maintenance procedures and prophylaxis (adult and child cleanings), are limited to 4 per any 12 month period.
Gingivectomy	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Gingival Flap Procedure	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Root planing, local anesthesia and routine post-operative care are not separately covered.

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Osseous Surgery or Free Soft Tissue Graft (Including Donor Site)	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Surgical Extractions of teeth, or tooth roots	Local anesthesia and routine post-operative care are not separately allowed as benefits.
Oral Surgery Services	Includes biopsies, alveoloplasty with extractions, incision and drainage of abscess and frenectomy or frenulectomy.
General Anesthesia	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
Analgesia (Nitrous oxide)	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
I.V. Sedation	Allowed as a separate benefit when provided for covered oral surgical procedures. One type of anesthesia procedure per date of service.
Alveoloplasty	Not allowed as a separate benefit when performed on the same date as extractions. Includes local anesthesia and routine post-operative care.

MAJOR

PROCEDURE

BENEFIT DESCRIPTION

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

Post and Core (in conjunction with a Bridge, Crown or Onlay)	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 16 if in conjunction with a bridge or age 12 if in conjunction with a crown or onlay.
Fixed Bridges	Initial fixed bridge is covered. Replacement of an existing fixed bridge is covered if the existing fixed bridge is more than 60 months old, is not serviceable, and cannot be repaired. Not covered for children under age 16.
Full Dentures	Initial full dentures are covered. Replacement is covered after 60 months from the last placement. Dentures must not be able to be repaired. Personalized dentures, overdentures or associated procedures are not covered.
Partial Dentures	Initial partial dentures are covered. Replacement is covered after 60 months have elapsed since the last placement. Dentures must not be able to be repaired. Precision or semi-precision attachments are not covered. The benefit for a partial denture includes any clasps and rests and all teeth. Not covered for anyone under age 16.
Temporary Removable Partial Dentures	Initial temporary removable partial dentures are covered to replace missing permanent front teeth. Replacement is covered only after 60 months have elapsed since the last placement.

ORTHODONTIC SERVICES

PROCEDURE

BENEFIT DESCRIPTION

Orthodontic Treatment	Orthodontics are defined as the services provided by a licensed Provider 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.
Limitations on Orthodontic Benefits	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> • Replacement or repair of appliances. • Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions. <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 Provider (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. 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) Pre-medication, analgesia, hypnosis or any other patient management services (except covered anesthetic services).
- i) Charges for prescribed drugs.
- j) Any Experimental or Investigational Procedures.
- k) 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.
- l) Any procedures done in anticipation of future need (except covered preventive services).
- m) Hospital costs or any charges for use of any facility.
- n) Any anesthesia service not included in Covered Services.
- o) Grafts done in the mouth where teeth are not present.
- p) 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.
- q) Myofunctional therapy or speech therapy.

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- 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 Provider.
- 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 Provider other than a Delta Dental PPO Participating Provider.
 - 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 st 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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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 bicuspid (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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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

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.)

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
D2790	Crown-full cast high noble metal	\$287.00
D2791	Crown-full cast predominantly base metal	\$244.00
D2792	Crown-full cast noble metal	\$280.00
D2910	Recement inlay, onlay or partial coverage restoration	\$ 13.00
D2920	Recement crown	\$ 15.00
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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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.)

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
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

<u>Code</u>	<u>Description</u>	<u>Co-Pay</u>
D8010	Limited orthodontic treatment of the primary dentition	\$ 600.00
D8020	Limited orthodontic treatment of the transitional dentition	\$ 750.00
D8030	Limited orthodontic treatment of the adolescent dentition	\$ 840.00
D8040	Limited orthodontic treatment of the adult dentition	\$ 935.00
D8050	Interceptive orthodontic treatment of the primary dentition	\$ 730.00
D8060	Interceptive orthodontic treatment of the transitional dentition	\$ 825.00
D8070	Comprehensive orthodontic treatment of the transitional dentition	\$1,685.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition	\$1,780.00
D8090	Comprehensive orthodontic treatment of the adult dentition	\$1,980.00
D8210	Removable appliance therapy	\$ 180.00
D8220	Fixed appliance therapy	\$ 238.00
D8660	Pre-orthodontic treatment visit	\$ 35.00
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.

APPENDIX B
PERFORMANCE GUARANTEE

2018 Performance Guarantee Report Card
City and County of Denver - Group #6026, #6791, #6793
Performance Guarantee Period: January - December

Quarterly results reporting will be provided on the below performance measures. Penalty assessment is made at the end of the plan year based on the average of all four quarters, with any resulting payment based on the annual at-risk penalty for that particular measure.

Description	Definitions of Performance	Annual At-Risk Penalty	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Annual Results
Account Management	Delta Dental will provide a group report card to measure performance of its Account Manager on an annual basis. Scores of less than 80% will result in payout.	1% of Admin / Retention	Measured Annually	Measured Annually	Measured Annually	Measured Annually	
Average Speed of Answer	45 seconds	1% of Admin / Retention					
Call Abandonment	5% after 30 seconds	1% of Admin / Retention					
Claim Turnaround Time	90% within 15 calendar days <i>Group Specific</i>	1% of Admin / Retention					
Delivery of Contract/SPD	Initial draft delivered for approval within 60 days of notification of renewal acceptance. Final contracts delivered within 30 days of approval by CCD.	1% of Admin / Retention					
Eligibility File Feeds	All Clean Eligibility Files will be loaded within 2 business days	1% of Admin / Retention					
Financial Accuracy*	99%	1% of Admin / Retention					
ID Cards	ID cards will be mailed within 7-10 business days of clean EDI file.	1% of Admin / Retention					
Inquiry Response Time	95% within 10 calendar days	1% of Admin / Retention					
Monthly Reporting	Reports are to be distributed by the 30th day following end of the claims month	1% of Admin / Retention					

*DDCO's statistically valid sample of claims is 360 claims annually. Quarterly reports are preliminary and the test will be complete at year end.



**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, 2018 for a five 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, 2018

Contract Anniversary Date: January 1st

	PPO Provider	Delta Dental Premier Provider	*Non- Participating Provider
Covered Services	Plan Pays	Plan Pays	Plan Pays
Diagnostic & Preventive Services			
Oral Exams and Cleanings	100%	80%	80%
X-Rays	100%	80%	80%
Sealants	100%	80%	80%
Fluoride Treatment	100%	80%	80%
Basic Services			
Basic Restorative (Fillings)	80%	50%	50%
Complex Oral Surgery	80%	50%	50%
Endodontics (Root Canal Therapy)	80%	50%	50%
Periodontics (Gum Disease Treatment)	80%	50%	50%
Simple Extractions	80%	50%	50%
Major Services			
Occlusal Guards (night guards)	50%	50%	50%
Denture Repair/Relines/Rebases	50%	50%	50%
Prostodontics (Dentures, Bridges)	50%	50%	50%
Special Restorative (Crowns, Inlays, Onlays)	50%	50%	50%
Implant Services			
Implants	50%	50%	50%
Orthodontic Services			
Orthodontics (all ages)	50%	50%	50%

Orthodontia is a covered benefit. See Delta Dental Benefits Rider for details of all benefits and limitations.

***Important: Non-Participating Providers 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 Provider.**

Age

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

Deductible (January 1st - December 31st)

Class	Type	Network	Amt
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
All Covered Classes Except Ortho	Individual coverage amount	Non-PPO	\$25
All Covered Classes Except Ortho	Family coverage amount	Non-PPO	\$75

Maximum (January 1st - December 31st)

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

Rate Coverage

Coverage Tier	Admin Fee
Per Month Per Subscriber	\$ 2.87

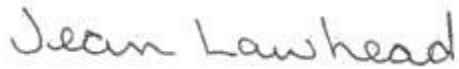
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service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

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

Riders or Appendices Attached

Countersigned:

Delta Dental of Colorado



Signature

September 28, 2017

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 means 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.

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 Providers, the lesser of the PPO Provider's Allowable fee or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance, or the fee actually charged.
- For all other Providers, the lesser of the non-participating Maximum Plan Allowance, or the fee actually 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 Providers provide services at the PPO Discounted Fee Schedule.

1.15 DENTAL INJURY is an injury to a Sound Natural Tooth (other than a chewing injury) of a Covered person which results solely from a sudden, unexpected violent act or accident. A chewing injury is any injury that occurs from biting or chewing food or a foreign object.

1.16 DEPENDENT means:

The Employee's lawful spouse, including civil union partner, common law spouse or same gender 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 Declaration Page.
- A child who reaches the Dependent Age Limit stated on the Declaration Page 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 are natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil union or same gender domestic partner.

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 EMERGENCY TREATMENT or EMERGENCY SERVICE** means any required Service that is provided as the direct result of an unforeseen occurrence that requires immediate, urgent action.
- 1.21 EMPLOYEE** means someone who works the minimum number of hours defined by the Employer.
- 1.22 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** means those services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.
- 1.23 GROUP** means the Applicant or Employer contracting for dental benefits.
- 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 MEMBER** means any person eligible and enrolled for coverage under this plan.
- 1.26 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.
- 1.27 NON-PARTICIPATING PROVIDER** means a Provider who does not contract with Delta Dental.
- 1.28 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.**
- 1.29 PARTICIPATING PROVIDER** means a Provider who contracts with Delta Dental.
- **Premier Participating Provider** means a Provider who has a Premier Participating Provider Agreement with Delta Dental.
 - **PPO Participating Provider** means a Provider who has a PPO Provider Agreement with Delta Dental.

1.30 PPO PROVIDER'S ALLOWABLE FEE means the lesser of the fee from the PPO Discounted Fee Schedule that the PPO Provider has agreed to or the fee actually charged for a single procedure.

1.31 PREMIUM means the amount of money paid for each Subscriber to buy the Benefits provided in this Contract.

1.32 PRE-TREATMENT ESTIMATE is a review of a Provider's plan of care to decide what is covered under this Contract.

1.33 PROVIDER means a person licensed in dentistry.

1.34 SERVICE means a procedure or supply provided by a Provider.

1.35 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 Providers' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.

1.36 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.

1.37 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.

1.38 WAITING PERIOD means the time from a Subscriber's Effective Date until certain Services are covered. If a Service is Completed before the Waiting Period for that Service ends, that Service is not covered. If a Person's coverage ends and the Person becomes covered again, the Effective Date is the most recent Effective Date unless stated otherwise in the Contract.

If Waiting Periods apply, they are noted on the Declaration Page.

ARTICLE II – SERVICE FEE AND MONTHLY CLAIMS REIMBURSEMENT

2.01 CLAIMS REIMBURSEMENT

Claims Reimbursement - On the 2nd, 12th and 22nd day or the last business day closest to such date of each month, Delta Dental will notify the Group of the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered.

Using one of the options described below, a prompt transfer of funds is made to Delta Dental to cover such disbursements as they become due and payable upon receipt of said notification.

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

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

b) **Wire Transfer**

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

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

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

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

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

2.06 GRACE PERIOD.

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

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

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

ARTICLE III. ELIGIBILITY

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

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 31 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) **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.
- 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) 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.
- b) 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.
- c) 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 OR LAYOFF. If an Employee loses coverage due to strike or lay-off, Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, will remain the same if enrolled in the same coverage within the same calendar year. 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.
- 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
P.O. Box 172528
Denver, CO 80217-2528**

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

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed. The reviewing provider 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 provider 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 from 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 PROVIDERS. Payment for Completed Covered Services from a Non-Participating Provider 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 PROVIDERS.** Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. The patient does not have to pay any amount above what Delta Dental allows. If the Participating Provider 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 Provider 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 PROVIDER.** A Subscriber may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.
- 5.07 RIGHT TO INFORMATION AND RECORDS.** Delta Dental may receive records related to the treatment of a Subscriber from any Provider. 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.
- 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 Provider, 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 PROVIDER. Delta Dental will make reasonable efforts to provide Applicant a list of Participating Providers. The list may be provided in different formats. The Providers 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 Providers or their agents or employees who provide or contract to provide dental Services under this Contract. Providers 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 Provider. 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.

6.15 AGREEMENT WITH STATE LAW. Any requirement in this Contract which on its effective date is in conflict with the laws of the state in which any Covered Person lives is hereby changed to the minimum requirement of such laws.

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 Providers' 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 Provider'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 Providers' 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 Provider'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 Provider's statement was within 12 months of the date the claim was first received by Delta;
 3. the date of service reported on the Provider'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 Provider'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 effect, which are otherwise Benefits under the terms of this Agreement, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid.

- 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.

Delta Dental Benefits Rider

COVERED DENTAL SERVICES

DIAGNOSTIC & PREVENTIVE SERVICES

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

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

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

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

Fluoride Treatment	Covered up to one time in any 12 month period. Covered for children under the age of 16.
Space Maintainer	Covered for children under the age of 14 to maintain space left by prematurely lost baby back teeth.
Adjunctive Services	Services related to another category of covered services will be covered at the same percentage as the related category of covered services.
Palliative Treatment	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or x-rays.
Oral Pathology Lab Procedures	Covered with a pathology report.

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
Amalgam Fillings (silver fillings)	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing amalgam filling is allowed if at least 12 months have passed since the existing amalgam was placed.
Composite Resin (white plastic) Fillings	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing composite resin filling is allowed if at least 12 months have passed since the filling was placed.
Stainless Steel Crowns Resin Crowns	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
Protective Filling	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.
Pin Retention	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.

Extraction - Coronal Remnants Deciduous Tooth	Includes local anesthesia and routine post-operative care, which are not covered separately.
Extraction - Erupted Tooth or Exposed Root	Includes local anesthesia and routine post-operative care, which are not covered separately.
Therapeutic Pulpotomy	Covered for baby teeth only.
Root Canal Therapy	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Repeat Root Canal therapy	Covered if the first root canal procedure on the same tooth was performed at least 24 months earlier.
Apexification/Recalcification (apical closure/calcific repair of perforations, root resorption, etc.)	Covered once per tooth. A course of treatment includes initial, interim and final visits. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Apicoectomy	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Retrograde Filling (per root)	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
Root Amputation (per root)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Hemisection (includes any root removal)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Periodontal Scaling and Root Planing - Per Quadrant	Covered one time per quadrant of the mouth in any 24 month period.
Periodontal Maintenance Procedures Following Active Therapy	Periodontal maintenance procedures or any combination of periodontal maintenance procedures and prophylaxis (adult and child cleanings) are limited to 4 per any 12 month period.
Gingivectomy	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Gingival Flap Procedure	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Root planing, local anesthesia and routine post-operative care are not separately covered.
Crown Lengthening - Hard Tissue, by Report	Not covered if performed on the same date as surgery to bone structures, crown preparation or other restoration.

Osseous Surgery, Guided Tissue Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (including donor site)	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Surgical Extractions of Teeth or Tooth Roots	Local anesthesia and routine post-operative care are not separately allowed as benefits.
Oral Surgery Services	Includes fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Local anesthesia and routine post-operative care are not separately allowed as benefits.
General Anesthesia Analgesia (Nitrous Oxide) I.V. Sedation	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered oral surgical procedures.
Alveoloplasty	Not allowed as a separate benefit when performed on the same date as extractions. Includes local anesthesia and routine post-operative care.

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
Occlusal Guards (night guards)	Removable dental appliance designed to minimize the effects of bruxism (grinding) and other occlusal factors. Covered once in a 36 month period.
Re-Cement Crowns, Inlays and Onlays	Covered after 6 months from initial insertion.
Repairs to Crowns	Subject to Delta Dental’s consultant review.
Re-Cement Fixed Bridges	Covered after 6 months from initial insertion of fixed bridge.
Repairs to Fixed Bridges	Subject to Delta Dental’s consultant review.

Denture Adjustments	Covered after 6 months from the insertion of the full or partial denture.
Repairs to Full and Partial Dentures	Covered after 6 months from the insertion of the full or partial denture.
Tissue Conditioning per Denture Unit	Covered two times in a 36 month period.
Relining Dentures Rebasing Dentures	Relining or rebasing is covered at least 6 months after the initial insertion of a full or partial denture and then not more than one time in a 36 month period.
Inlays	An alternate benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered if 60 months have passed since the last placement. Not covered for children under age 12.
Crowns and Onlays	Covered when the tooth cannot be restored by an amalgam or composite filling and if more than 60 months since the last placement. Not covered for children under age 12.
Core (Crown) Buildup including any Pins	Covered 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. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 12.
Post and Core (in conjunction with a Crown or Onlay)	Covered for endodontically treated teeth. Must be needed to retain a crown or onlay, and only when necessary due to extensive loss of tooth structure caused by decay or fracture. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 12.
Implants - Surgical Placement & Restoration	The placement of the surgical implant, and the placement of a crown, full or partial denture, or bridge over the implant, are covered once in 60 months for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for children under age 16.
Fixed Bridges	Initial fixed bridge is covered. Replacement of an existing fixed bridge is covered if the existing fixed bridge is more than 60 months old, is not serviceable, and cannot be repaired, and there is no prior payment of covered special restorative or prosthodontic benefit for the same tooth. Not covered for children under age 16.
Core (Bridge) Buildup including any Pins (in conjunction with a Bridge Abutment or a Fixed Bridge)	Covered when needed to retain a fixed bridge or endodontically treated teeth. Only when necessary due to extensive loss of tooth structure caused by decay or fracture. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 16.

Full Dentures	Initial full dentures are covered. Replacement is covered after 60 months from the last placement. Dentures must not be able to be repaired. Personalized dentures, overdentures or associated procedures are not covered.
Partial Dentures	Initial partial dentures are covered. Replacement is covered after 60 months have elapsed since the last placement. Dentures must not be able to be repaired. Precision or semi-precision attachments are not covered. The benefit for a partial denture includes any clasps and rests and all teeth. Metal based partial dentures are not covered for children under age 16.
Temporary Removable Partial Dentures	Initial temporary removable partial dentures are covered to replace missing permanent front teeth. Replacement is covered only after 60 months have elapsed since the last placement.

ORTHODONTIC SERVICES

PROCEDURE	BENEFIT DESCRIPTION
Orthodontic Treatment	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
Limitations on Orthodontic Benefits	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> • Replacement or repair of appliances. • Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions. <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. 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 Provider 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 person legally permitted to perform such Services and are determined to be Necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- 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.
- h. Services are covered when provided by a person legally permitted to perform such Services and are determined to be Necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Guidelines, even if no monies are paid.
- i. Allowance for an assistant surgeon, when determined by Delta Dental to be a Covered Service, will not exceed 20% of the surgeon's fee for the same Covered Service.

EXCLUSIONS

- a) Services for injuries or conditions which are covered under Worker's Compensation or employer's liability laws. Services provided by any federal or state agency. Services 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. This exclusion does not apply if otherwise covered under this contract.
- d) Any treatment 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 Provider'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).
- h) Habit appliances, 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 patient's oral health.
- 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. Myofunctional therapy or speech therapy.
- r) Services for the treatment of any temporomandibular joint (TMJ) problems, including facial pain, or any related conditions. Includes any related diagnostic, preventive or treatment Services.
- s) 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.
- t) Teaching in oral hygiene or diet planning.
- u) Completion of forms. Providing diagnostic information. Copying of x-rays or other records.
- v) Replacement of lost, stolen or damaged items.
- w) Repair of items altered by someone other than a Provider.
- x) Any Services not included in Covered Services.
- y) Services for which charges would not have been made but for this coverage, except for Services as provided under Medicaid.
- z) Missed appointment charges.
- aa) Preventive control programs, including home care items.
- bb) Plaque control programs.
- cc) Injuries you cause yourself.
- dd) Provisional splinting.
- ee) Services provided for treatment of teeth retained in relation to an Overdenture.
- ff) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
- gg) Any Special Restorative service provided within 60 months of fixed Prosthodontic Services involving the same teeth.
- hh) 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
PERFORMANCE GUARANTEE

2018 Performance Guarantee Report Card
City and County of Denver - Group #6026, #6791, #6793
Performance Guarantee Period: January - December

Quarterly results reporting will be provided on the below performance measures. Penalty assessment is made at the end of the plan year based on the average of all four quarters, with any resulting payment based on the annual at-risk penalty for that particular measure.

Description	Definitions of Performance	Annual At-Risk Penalty	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Annual Results
Account Management	Delta Dental will provide a group report card to measure performance of its Account Manager on an annual basis. Scores of less than 80% will result in payout.	1% of Admin / Retention	Measured Annually	Measured Annually	Measured Annually	Measured Annually	
Average Speed of Answer	45 seconds	1% of Admin / Retention					
Call Abandonment	5% after 30 seconds	1% of Admin / Retention					
Claim Turnaround Time	90% within 15 calendar days <i>Group Specific</i>	1% of Admin / Retention					
Delivery of Contract/SPD	Initial draft delivered for approval within 60 days of notification of renewal acceptance. Final contracts delivered within 30 days of approval by CCD.	1% of Admin / Retention					
Eligibility File Feeds	All Clean Eligibility Files will be loaded within 2 business days	1% of Admin / Retention					
Financial Accuracy*	99%	1% of Admin / Retention					
ID Cards	ID cards will be mailed within 7-10 business days of clean EDI file.	1% of Admin / Retention					
Inquiry Response Time	95% within 10 calendar days	1% of Admin / Retention					
Monthly Reporting	Reports are to be distributed by the 30th day following end of the claims month	1% of Admin / Retention					

*DDCO's statistically valid sample of claims is 360 claims annually. Quarterly reports are preliminary and the test will be complete at year end.



**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, 2018 for a five 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, 2018

Contract Anniversary Date: January 1st

	PPO Provider	Delta Dental Premier Provider	*Non- Participating Provider
Covered Services	Plan Pays	Plan Pays	Plan Pays
Diagnostic & Preventive Services			
Oral Exams and Cleanings	100%	100%	100%
X-Rays	100%	100%	100%
Sealants	100%	100%	100%
Fluoride Treatment	100%	100%	100%
Basic Services			
Basic Restorative (Fillings)	90%	80%	80%
Complex Oral Surgery	90%	80%	80%
Endodontics (Root Canal Therapy)	90%	80%	80%
Periodontics (Gum Disease Treatment)	90%	80%	80%
Simple Extractions	90%	80%	80%
Major Services			
Occlusal Guards (night guards)	60%	50%	50%
Denture Repair/Relines/Rebases	60%	50%	50%
Prostodontics (Dentures, Bridges)	60%	50%	50%
Special Restorative (Crowns, Inlays, Onlays)	60%	50%	50%
Implant Services			
Implants	50%	50%	50%
Orthodontic Services			
Orthodontics (all ages)	50%	50%	50%

Orthodontia is a covered benefit. See Delta Dental Benefits Rider for details of all benefits and limitations.

*** Important: Non-Participating Providers 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 Provider.**

Age

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

Deductible (January 1st - December 31st)

Class	Type	Network	Amt
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
All Covered Classes Except Ortho	Individual coverage amount	Non-PPO	\$25
All Covered Classes Except Ortho	Family coverage amount	Non-PPO	\$75

Maximum (January 1st - December 31st)

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

Rate Coverage

Coverage Tier	Admin Fee
Per Month Per Subscriber	\$ 2.87

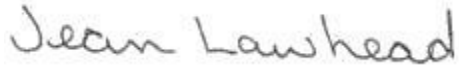
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service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

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

Riders or Appendices Attached

Countersigned:

Delta Dental of Colorado



Signature

September 28, 2017

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 means 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.

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 Providers, the lesser of the PPO Provider's Allowable fee or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance, or the fee actually charged.
- For all other Providers, the lesser of the non-participating Maximum Plan Allowance, or the fee actually 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 Providers provide services at the PPO Discounted Fee Schedule.

1.15 DENTAL INJURY is an injury to a Sound Natural Tooth (other than a chewing injury) of a Covered person which results solely from a sudden, unexpected violent act or accident. A chewing injury is any injury that occurs from biting or chewing food or a foreign object.

1.16 DEPENDENT means:

The Employee's lawful spouse, including civil union partner, common law spouse or same gender 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 Declaration Page.
- A child who reaches the Dependent Age Limit stated on the Declaration Page 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 are natural children, stepchildren, children under court-ordered guardianship, adopted children, foster children, and children of a civil union or same gender domestic partner.

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 EMERGENCY TREATMENT or EMERGENCY SERVICE** means any required Service that is provided as the direct result of an unforeseen occurrence that requires immediate, urgent action.
- 1.21 EMPLOYEE** means someone who works the minimum number of hours defined by the Employer.
- 1.22 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES** means those services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.
- 1.23 GROUP** means the Applicant or Employer contracting for dental benefits.
- 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 MEMBER** means any person eligible and enrolled for coverage under this plan.
- 1.26 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.
- 1.27 NON-PARTICIPATING PROVIDER** means a Provider who does not contract with Delta Dental.
- 1.28 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.**
- 1.29 PARTICIPATING PROVIDER** means a Provider who contracts with Delta Dental.
- **Premier Participating Provider** means a Provider who has a Premier Participating Provider Agreement with Delta Dental.
 - **PPO Participating Provider** means a Provider who has a PPO Provider Agreement with Delta Dental.

1.30 PPO PROVIDER'S ALLOWABLE FEE means the lesser of the fee from the PPO Discounted Fee Schedule that the PPO Provider has agreed to or the fee actually charged for a single procedure.

1.31 PREMIUM means the amount of money paid for each Subscriber to buy the Benefits provided in this Contract.

1.32 PRE-TREATMENT ESTIMATE is a review of a Provider's plan of care to decide what is covered under this Contract.

1.33 PROVIDER means a person licensed in dentistry.

1.34 SERVICE means a procedure or supply provided by a Provider.

1.35 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 Providers' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.

1.36 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.

1.37 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.

1.38 WAITING PERIOD means the time from a Subscriber's Effective Date until certain Services are covered. If a Service is Completed before the Waiting Period for that Service ends, that Service is not covered. If a Person's coverage ends and the Person becomes covered again, the Effective Date is the most recent Effective Date unless stated otherwise in the Contract.

If Waiting Periods apply, they are noted on the Declaration Page.

ARTICLE II – SERVICE FEE AND MONTHLY CLAIMS REIMBURSEMENT

2.01 CLAIMS REIMBURSEMENT

Claims Reimbursement - On the 2nd, 12th and 22nd day or the last business day closest to such date of each month, Delta Dental will notify the Group of the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered.

Using one of the options described below, a prompt transfer of funds is made to Delta Dental to cover such disbursements as they become due and payable upon receipt of said notification.

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

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

b) **Wire Transfer**

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

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

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

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

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

2.06 GRACE PERIOD.

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

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

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

ARTICLE III. ELIGIBILITY

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

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 31 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) **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.
- 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) 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.
- b) 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.
- c) 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 OR LAYOFF. If an Employee loses coverage due to strike or lay-off, Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, will remain the same if enrolled in the same coverage within the same calendar year. 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.
- 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
P.O. Box 172528
Denver, CO 80217-2528**

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

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed. The reviewing provider 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 provider 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 from 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 PROVIDERS. Payment for Completed Covered Services from a Non-Participating Provider 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 PROVIDERS.** Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. The patient does not have to pay any amount above what Delta Dental allows. If the Participating Provider 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 Provider 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 PROVIDER.** A Subscriber may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.
- 5.07 RIGHT TO INFORMATION AND RECORDS.** Delta Dental may receive records related to the treatment of a Subscriber from any Provider. 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.
- 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 Provider, 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 PROVIDER. Delta Dental will make reasonable efforts to provide Applicant a list of Participating Providers. The list may be provided in different formats. The Providers 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 Providers or their agents or employees who provide or contract to provide dental Services under this Contract. Providers 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 Provider. 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.

6.15 AGREEMENT WITH STATE LAW. Any requirement in this Contract which on its effective date is in conflict with the laws of the state in which any Covered Person lives is hereby changed to the minimum requirement of such laws.

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 Providers' 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 Provider'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 Providers' 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 Provider'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 Provider's statement was within 12 months of the date the claim was first received by Delta;
 3. the date of service reported on the Provider'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 Provider'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 effect, which are otherwise Benefits under the terms of this Agreement, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid.

- 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.

Delta Dental Benefits Rider

COVERED DENTAL SERVICES

DIAGNOSTIC & PREVENTIVE SERVICES

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

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

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

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

Fluoride Treatment	Covered up to one time in any 12 month period. Covered for children under the age of 16.
Space Maintainer	Covered for children under the age of 14 to maintain space left by prematurely lost baby back teeth.
Adjunctive Services	Services related to another category of covered services will be covered at the same percentage as the related category of covered services.
Palliative Treatment	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or x-rays.
Oral Pathology Lab Procedures	Covered with a pathology report.

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
Amalgam Fillings (silver fillings)	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing amalgam filling is allowed if at least 12 months have passed since the existing amalgam was placed.
Composite Resin (white plastic) Fillings	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing composite resin filling is allowed if at least 12 months have passed since the filling was placed.
Stainless Steel Crowns Resin Crowns	Covered when the tooth cannot be restored by a filling and then 1 time in a 12 month period.
Protective Filling	Covered if no other restorative service is performed on the same tooth on the same date. Not covered during a course of endodontic therapy.
Pin Retention	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.

Extraction - Coronal Remnants Deciduous Tooth	Includes local anesthesia and routine post-operative care, which are not covered separately.
Extraction - Erupted Tooth or Exposed Root	Includes local anesthesia and routine post-operative care, which are not covered separately.
Therapeutic Pulpotomy	Covered for baby teeth only.
Root Canal Therapy	Covered once per tooth. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Repeat Root Canal therapy	Covered if the first root canal procedure on the same tooth was performed at least 24 months earlier.
Apexification/Recalcification (apical closure/calcific repair of perforations, root resorption, etc.)	Covered once per tooth. A course of treatment includes initial, interim and final visits. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Apicoectomy	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Retrograde Filling (per root)	Covered once per root each 24 months. X-rays, cultures, tests, local anesthesia and routine follow-up care are not covered separately.
Root Amputation (per root)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Hemisection (includes any root removal)	X-rays, cultures, tests, local anesthesia and routine follow-up care are not separately covered.
Periodontal Scaling and Root Planing - Per Quadrant	Covered one time per quadrant of the mouth in any 24 month period.
Periodontal Maintenance Procedures Following Active Therapy	Periodontal maintenance procedures or any combination of periodontal maintenance procedures and prophylaxis (adult and child cleanings) are limited to 4 per any 12 month period.
Gingivectomy	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Gingival Flap Procedure	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Root planing, local anesthesia and routine post-operative care are not separately covered.
Crown Lengthening - Hard Tissue, by Report	Not covered if performed on the same date as surgery to bone structures, crown preparation or other restoration.

Osseous Surgery, Guided Tissue Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue Graft (including donor site)	One periodontal surgical procedure is covered per quadrant in any 36 month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Local anesthesia and routine post-operative care are not separately allowed as benefits.
Surgical Extractions of Teeth or Tooth Roots	Local anesthesia and routine post-operative care are not separately allowed as benefits.
Oral Surgery Services	Includes fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Local anesthesia and routine post-operative care are not separately allowed as benefits.
General Anesthesia Analgesia (Nitrous Oxide) I.V. Sedation	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered oral surgical procedures.
Alveoloplasty	Not allowed as a separate benefit when performed on the same date as extractions. Includes local anesthesia and routine post-operative care.

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
Occlusal Guards (night guards)	Removable dental appliance designed to minimize the effects of bruxism (grinding) and other occlusal factors. Covered once in a 36 month period.
Re-Cement Crowns, Inlays and Onlays	Covered after 6 months from initial insertion.
Repairs to Crowns	Subject to Delta Dental’s consultant review.
Re-Cement Fixed Bridges	Covered after 6 months from initial insertion of fixed bridge.
Repairs to Fixed Bridges	Subject to Delta Dental’s consultant review.

Denture Adjustments	Covered after 6 months from the insertion of the full or partial denture.
Repairs to Full and Partial Dentures	Covered after 6 months from the insertion of the full or partial denture.
Tissue Conditioning per Denture Unit	Covered two times in a 36 month period.
Relining Dentures Rebasing Dentures	Relining or rebasing is covered at least 6 months after the initial insertion of a full or partial denture and then not more than one time in a 36 month period.
Inlays	An alternate benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered if 60 months have passed since the last placement. Not covered for children under age 12.
Crowns and Onlays	Covered when the tooth cannot be restored by an amalgam or composite filling and if more than 60 months since the last placement. Not covered for children under age 12.
Core (Crown) Buildup including any Pins	Covered 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. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 12.
Post and Core (in conjunction with a Crown or Onlay)	Covered for endodontically treated teeth. Must be needed to retain a crown or onlay, and only when necessary due to extensive loss of tooth structure caused by decay or fracture. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 12.
Implants - Surgical Placement & Restoration	The placement of the surgical implant, and the placement of a crown, full or partial denture, or bridge over the implant, are covered once in 60 months for restorations involving the same tooth. This limitation includes any prior Special Restorative or Prosthodontic benefits for the same tooth. Not covered for children under age 16.
Fixed Bridges	Initial fixed bridge is covered. Replacement of an existing fixed bridge is covered if the existing fixed bridge is more than 60 months old, is not serviceable, and cannot be repaired, and there is no prior payment of covered special restorative or prosthodontic benefit for the same tooth. Not covered for children under age 16.
Core (Bridge) Buildup including any Pins (in conjunction with a Bridge Abutment or a Fixed Bridge)	Covered when needed to retain a fixed bridge or endodontically treated teeth. Only when necessary due to extensive loss of tooth structure caused by decay or fracture. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for children under age 16.

Full Dentures	Initial full dentures are covered. Replacement is covered after 60 months from the last placement. Dentures must not be able to be repaired. Personalized dentures, overdentures or associated procedures are not covered.
Partial Dentures	Initial partial dentures are covered. Replacement is covered after 60 months have elapsed since the last placement. Dentures must not be able to be repaired. Precision or semi-precision attachments are not covered. The benefit for a partial denture includes any clasps and rests and all teeth. Metal based partial dentures are not covered for children under age 16.
Temporary Removable Partial Dentures	Initial temporary removable partial dentures are covered to replace missing permanent front teeth. Replacement is covered only after 60 months have elapsed since the last placement.

ORTHODONTIC SERVICES

PROCEDURE	BENEFIT DESCRIPTION
Orthodontic Treatment	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
Limitations on Orthodontic Benefits	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> • Replacement or repair of appliances. • Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions. <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. 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 Provider 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 person legally permitted to perform such Services and are determined to be Necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- 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.
- h. Services are covered when provided by a person legally permitted to perform such Services and are determined to be Necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Guidelines, even if no monies are paid.
- i. Allowance for an assistant surgeon, when determined by Delta Dental to be a Covered Service, will not exceed 20% of the surgeon's fee for the same Covered Service.

EXCLUSIONS

- a) Services for injuries or conditions which are covered under Worker's Compensation or employer's liability laws. Services provided by any federal or state agency. Services 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. This exclusion does not apply if otherwise covered under this contract.
- d) Any treatment 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 Provider'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).
- h) Habit appliances, 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 patient's oral health.
- 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. Myofunctional therapy or speech therapy.
- r) Services for the treatment of any temporomandibular joint (TMJ) problems, including facial pain, or any related conditions. Includes any related diagnostic, preventive or treatment Services.
- s) 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.
- t) Teaching in oral hygiene or diet planning.
- u) Completion of forms. Providing diagnostic information. Copying of x-rays or other records.
- v) Replacement of lost, stolen or damaged items.
- w) Repair of items altered by someone other than a Provider.
- x) Any Services not included in Covered Services.
- y) Services for which charges would not have been made but for this coverage, except for Services as provided under Medicaid.
- z) Missed appointment charges.
- aa) Preventive control programs, including home care items.
- bb) Plaque control programs.
- cc) Injuries you cause yourself.
- dd) Provisional splinting.
- ee) Services provided for treatment of teeth retained in relation to an Overdenture.
- ff) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
- gg) Any Special Restorative service provided within 60 months of fixed Prosthodontic Services involving the same teeth.
- hh) 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
PERFORMANCE GUARANTEE

2018 Performance Guarantee Report Card
City and County of Denver - Group #6026, #6791, #6793
Performance Guarantee Period: January - December

Quarterly results reporting will be provided on the below performance measures. Penalty assessment is made at the end of the plan year based on the average of all four quarters, with any resulting payment based on the annual at-risk penalty for that particular measure.

Description	Definitions of Performance	Annual At-Risk Penalty	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Annual Results
Account Management	Delta Dental will provide a group report card to measure performance of its Account Manager on an annual basis. Scores of less than 80% will result in payout.	1% of Admin / Retention	Measured Annually	Measured Annually	Measured Annually	Measured Annually	
Average Speed of Answer	45 seconds	1% of Admin / Retention					
Call Abandonment	5% after 30 seconds	1% of Admin / Retention					
Claim Turnaround Time	90% within 15 calendar days <i>Group Specific</i>	1% of Admin / Retention					
Delivery of Contract/SPD	Initial draft delivered for approval within 60 days of notification of renewal acceptance. Final contracts delivered within 30 days of approval by CCD.	1% of Admin / Retention					
Eligibility File Feeds	All Clean Eligibility Files will be loaded within 2 business days	1% of Admin / Retention					
Financial Accuracy*	99%	1% of Admin / Retention					
ID Cards	ID cards will be mailed within 7-10 business days of clean EDI file.	1% of Admin / Retention					
Inquiry Response Time	95% within 10 calendar days	1% of Admin / Retention					
Monthly Reporting	Reports are to be distributed by the 30th day following end of the claims month	1% of Admin / Retention					

*DDCO's statistically valid sample of claims is 360 claims annually. Quarterly reports are preliminary and the test will be complete at year end.