

**2016
A G R E E M E N T**

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

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

The parties agree as follows:

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

a. The Executive Director, or the Executive Director’s designee, shall be authorized to sign the final insurance policies, and the attached Exhibits as needed, to effectuate the policy-related documents necessary for implementation or administration.

2. SERVICES TO BE PERFORMED:

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

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

3. TERM: This Agreement will commence as of January 1, 2016 and will expire December 31, 2016 (the “Term”). The insurance policies listed in Exhibit A shall expire at the end of the Term.

4. COMPENSATION AND PAYMENT:

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

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

c. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIFTEEN MILLION SEVEN HUNDRED SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$15,775,000.00)** (the “**Maximum Contract Amount**”) for the policies described in Exhibit A. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Insurance Company beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Insurance Company’s risk and without authorization under this Agreement.

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

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

6. TERMINATION:

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

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

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

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

9. **INSURANCE:**

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

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

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

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

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

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

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

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

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

i. **Additional Provisions:**

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

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests, separation of insureds provision

(no insured vs. insured exclusion); and

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

10. DEFENSE AND INDEMNIFICATION

a. Insurance Company agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the purchase of the insurance policies listed in Exhibit A attached to

this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Insurance Company or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Insurance Company shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Insurance Company shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director’s prior written

consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Insurance Company shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Insurance Company, subcontractor or assign.

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

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

15. GRANT OF LIMITED LICENSE TO USE LOGO:

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

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

c. The use of the Denver Logo is limited to display on the website to be created by Insurance Company pursuant to this Agreement and for the purpose of identification only. Insurance Company shall display the Denver Logo in a read-only format and shall not be used or displayed on the website in any format from which it can be downloaded, copied or reproduced in any manner.

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

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

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

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

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

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

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

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

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

18. CONFLICT OF INTEREST:

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

b. The Insurance Company shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Insurance Company represents that it has disclosed any and all current or potential conflicts of interest. A conflict of

interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Insurance Company by placing the Insurance Company's own interests, or the interests of any party with whom the Insurance Company has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Insurance Company written notice describing the conflict.

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

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

With a copy of any such notice to:

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

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

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

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

b. The Insurance Company certifies that:

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

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

c. The Insurance Company also agrees and represents that:

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

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

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

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

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

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Insurance Company is liable for any violations as provided in the Certification Ordinance. If Insurance Company violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Insurance Company shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the

Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Insurance Company from submitting bids or proposals for future contracts with the City.

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

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

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Insurance Company may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Insurance Company shall insert the foregoing provision in all subcontracts.

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

25. LEGAL AUTHORITY: Insurance Company represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Insurance Company represents and warrants that he has been fully

authorized by Insurance Company to execute the Agreement on behalf of Insurance Company and to validly and legally bind Insurance Company to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Insurance Company or the person signing the Agreement to enter into the Agreement.

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

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

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

29. ADVERTISING AND PUBLIC DISCLOSURE: The Insurance Company shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Insurance Company's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Insurance Company shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials

30. CONFIDENTIAL INFORMATION:

a. City Information: Insurance Company acknowledges and accepts that, in performance of all work under the terms of this Agreement, Insurance Company may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third

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

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

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

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

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: CSAHR-201525104-00

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

By: Jean Lawhead

Name: Jean Lawhead
(please print)

Title: VP, Sales & Marketing
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**EXHIBIT A
TO
2016 PURCHASE AGREEMENT
COLORADO DENTAL SERVICE, INC.
d/b/a DELTA DENTAL OF COLORADO,
and
The City and County of Denver**

2016 SUMMARY OF BENEFITS AND COVERAGE

- 1. Delta Dental PPO High**
- 2. Delta Dental PPO Low**
- 3. Delta Dental EPO**

Delta Dental PPO High

Delta Dental PPOSM plus Premier Plan City and County of Denver - High Plan - Group #6793 Option 3

MAXIMUM BENEFIT				
Calendar Year			\$2,000 per person for PPO, Premier or Out of Network	
Calendar Year for Implants			\$1,000 per person for PPO, Premier or Out of Network	
Orthodontic, Lifetime			\$1,000 per person for PPO, Premier or Out of Network	
CALENDAR YEAR DEDUCTIBLE				
Applies to Basic and Major if a PPO dentist is used.			Individual Deductible- \$ 25.00 Combination of in and out-of-network	
Applies to all Services if a Non-PPO dentist is used.			Family Deductible - \$ 75.00 Combination of in and out-of-network	
WHO CAN BE COVERED			Employee, Spouse and Dependent Children to age 26.	
PPO Dentist	PREMIER Dentist	NON-PAR Dentist	COVERED SERVICES	BENEFIT INFORMATION (subject to Delta Dental guidelines)
PREVENTIVE AND DIAGNOSTIC SERVICES				
100%	100%	100% of Maximum Plan Allowance	Oral Evaluation	Limited to 2 evaluations in a 12 month period
			Bitewing X-rays	Limited to 1 set in a 12 month period
			Full Mouth X-rays or Panoramic	Limited to 1 in a 60 month period
			Routine Cleaning	Limited to 2 cleanings in a 12 month period
			Fluoride Treatments	Limited to 1 treatment in a 12 month period- to age 16
			Space Maintainers	For posterior primary teeth- to age 14
			Sealants	1 per tooth in 36 months- to age 15 on unrestored molars
BASIC SERVICES Fillings, Endodontics (Root Canal), Periodontics (Gum Disease) and Oral Surgery (extractions)				
90%	80%	80% of Maximum Plan Allowance	Amalgam Fillings	Benefits on the same surface limited to 1 in 12 months
			Resin, Composite	Benefit for anterior and posterior teeth
			Oral Surgery (Extractions)	
			General Anesthesia	Benefit with covered Oral Surgery only
			Surgical Periodontal (gums)	Benefit once every 36 months
			Root Canal Therapy	
MAJOR SERVICES Crowns, Bridges, Partials, Dentures				
60%	50%	50% of Maximum Plan Allowance	Crowns	Benefit 1 in 60 months on same tooth- not a benefit under age 12
			Dentures, Partials, Bridges	Benefit 1 in 60 months- not a benefit under age 16
			Implants	
			Night Guards	
ORTHODONTICS Braces				
50%	50%	50% of Maximum Plan Allowance	Complete Orthodontic Evaluation	
			Active Orthodontic Treatment	

PPO Dentist- The PPO percentage of benefits is based on the PPO Schedule of Allowance.

Premier Dentist- The Premier percentage of benefits based on the Premier Schedule of Allowance.

Non-participating Dentist- The non-participating percentage of benefits is based on the limited to the out of network maximum. You may have additional out-of-pocket costs by using a non-participating dentist.

To find a dentist, visit our website at www.deltadentalco.com, or call Customer Relations at (800) 610-0201.

Important Note: This form provides only a brief description of services covered under your contract and does not list those services which are limited or excluded from coverage. Your Employee Benefit Booklet provides a more complete explanation of your coverage, including limitations and exclusions. If differences exist between this Summary of Benefits and your Employee Benefit Booklet, the Benefit Booklet will govern.

Delta De

1's Premier

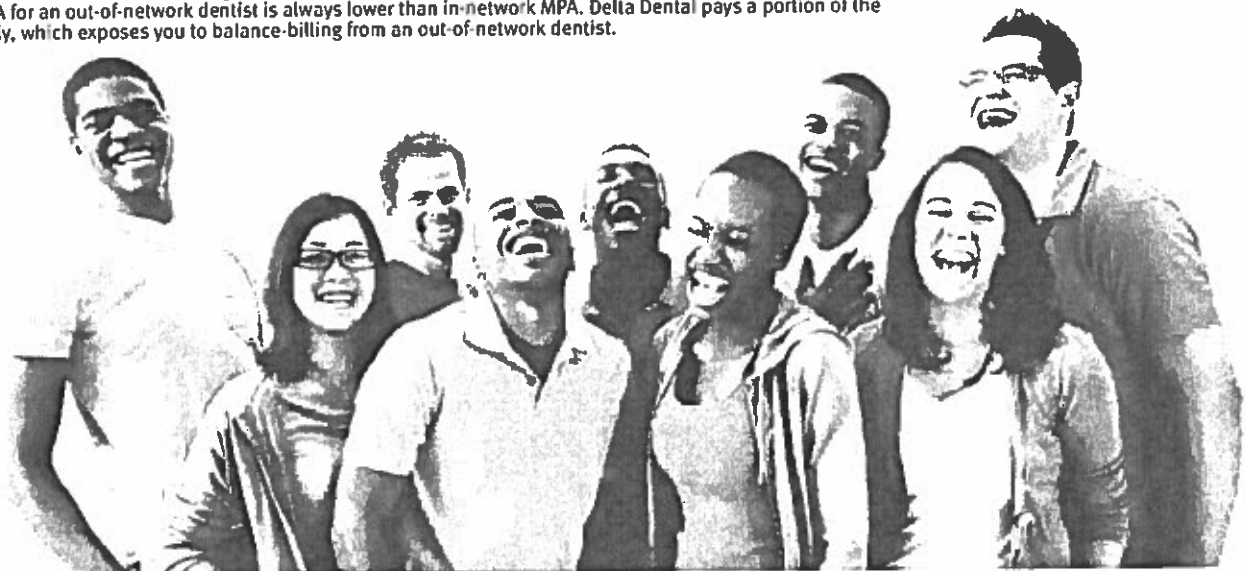
With the Delta Dental PPO plus Premier plan, you and your family members may visit any licensed dentist but will receive the greatest out-of-pocket savings if you see a Delta Dental PPO dentist. Participating dentists file claims directly with Delta Dental and accept Delta Dental's reimbursement in full. You are responsible only for your deductible and coinsurance (as determined by your plan), as well as any charges for non-covered services up to Delta Dental's approved amount. If you choose to see an out-of-network dentist, you will incur additional out-of-pocket expenses, and you will be billed the total amount the dentist charges (called balance-billing). When you see a Delta Dental PPO or Premier® dentist, you are protected from balance-billing.

- **Savings:** Delta Dental PPO dentists offer subscribers the greatest savings. And you will still save money if you need a service that is not covered. Non-covered services will be billed at a discounted rate if you go to a PPO dentist.
- **Choice:** If you choose to visit a Premier dentist, you will still save money because Premier dentists also accept discounted fees (however, discounts are not as great as if you see a PPO dentist).
- **Network:** Delta Dental's dual network has nearly 89,500 PPO providers and 145,000 Premier providers nationwide.

Service: Porcelain Crown (Benefit illustration only. Example assumes deductible has been met.)			
	Greatest Patient Savings ←		Least Patient Savings →
	Protected from balance-billing		Not protected from balance-billing
Network	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Out-of-Network Dentist
Procedure Cost	\$1,000	\$1,000	\$1,000
Maximum Dentist Can Charge Patient	\$710	\$950	Unlimited
Maximum Dentist Can Charge Insurance (MPA)*	\$710	\$950	\$660
Benefit Percentage	50%	50%	50%
Delta Dental Pays	\$355	\$475	\$330
You Pay	\$355	\$475	\$670

To find a participating dentist or to see if your current dentist is in the PPO network, visit our website at deltadentalco.com and click on the Find a Dentist search tool. You can also contact our customer relations department, Monday–Friday 8 a.m. to 6 p.m. MT, at 1-800-610-0201 (toll-free) or customer_service@ddpco.com.

*The maximum a dentist can charge your insurance company is called the Maximum Plan Allowance (MPA). The MPA for an out-of-network dentist is always lower than in-network MPA. Delta Dental pays a portion of the MPA only, which exposes you to balance-billing from an out-of-network dentist.



Delta Dental PPO Low

Delta Dental PPOSM plus Premier Plan City and County of Denver Low Plan - Group #6026 Option 2

MAXIMUM BENEFIT			\$1,250 per person for PPO, Premier or Out of Network	
Calendar Year			\$1,000 per person for PPO, Premier or Out of Network	
Calendar Year for Implants			\$1,000 per person for PPO, Premier or Out of Network	
Orthodontic Lifetime				
CALENDAR YEAR DEDUCTIBLE			Individual Deductible - \$25 (Combination of in and out-of-network)	
Applies to Basic and Major if a PPO dentist is used.			Family Deductible - \$75 (Combination of in and out-of-network)	
Applies to all Services if a Non-PPO dentist is used.				
WHO CAN BE COVERED			Employee, Spouse and Dependent Children to age 26.	
PPO Dentist	PREMIER Dentist	NON-PAR Dentist	COVERED SERVICES	BENEFIT INFORMATION (subject to Delta Dental guidelines)
PREVENTIVE AND DIAGNOSTIC SERVICES				
100%	80%	80% of Maximum Plan Allowance	Oral Evaluation	Limited to 2 evaluations in a 12 month period
			Bitewing X-rays	Limited to 1 set in a 12 month period
			Full Mouth X-rays or Panoramic	Limited to 1 in a 60 month period
			Routine Cleaning	Limited to 2 cleanings in a 12 month period
			Fluoride Treatments	Limited to 1 treatment in a 12 month period- to age 16
			Space Maintainers	For posterior primary teeth- to age 14
			Sealants	1 per tooth in 36 months- to age 15 on unrestored molars
BASIC SERVICES (Fillings, Endodontics (Root Canal), Periodontics (Gum Disease) and Oral Surgery (extractions))				
80%	50%	50% of Maximum Plan Allowance	Amalgam Fillings	Benefits on the same surface limited to 1 in 12 months
			Resin, Composite	Benefit for anterior and posterior teeth
			Oral Surgery (Extractions)	
			General Anesthesia	Benefit with covered Oral Surgery only
			Surgical Periodontal (gums)	Benefit once every 36 months
			Root Canal Therapy	
MAJOR SERVICES (Crowns, Bridges, Partials, Dentures)				
50%	50%	50% of Maximum Plan Allowance	Crowns	Benefit 1 in 60 months on same tooth- not a benefit under age 12
			Dentures, Partials, Bridges	Benefit 1 in 60 months- not a benefit under age 16
			Implants	
			Night Guards	
ORTHODONTICS (Braces)				
50%	50%	50% of Maximum Plan Allowance	Complete Orthodontic Evaluation	
			Active Orthodontic Treatment	

PPO Dentist- The PPO percentage of benefits is based on the PPO Schedule of Allowance.

Premier Dentist- The Premier percentage of benefits is based on the Premier Schedule of Allowance.

Non-participating Dentist- The non-participating percentage of benefits is based on the Maximum Plan Allowance. You may have additional out-of-pocket costs by using a non-participating dentist.

To find a dentist, visit our website at www.deltadentalco.com, or call Customer Relations at (800) 610-0201.

Important Note: This form provides only a brief description of services covered under your contract and does not list those services which are limited or excluded from coverage. Your Employee Benefit Booklet provides a more complete explanation of your coverage, including limitations and exclusions. If differences exist between this Summary of Benefits and your Employee Benefit Booklet, the Benefit Booklet will govern.

Del

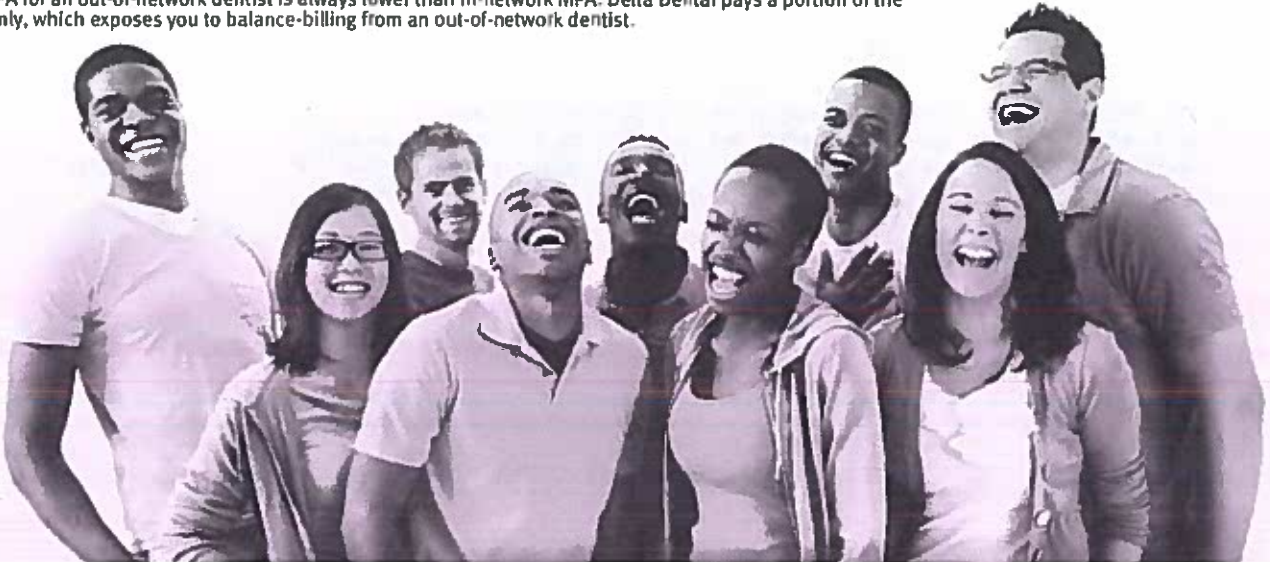
With the Delta Dental PPO plus Premier plan, you and your family members may visit any licensed dentist but will receive the greatest out-of-pocket savings if you see a Delta Dental PPO dentist. Participating dentists file claims directly with Delta Dental and accept Delta Dental's reimbursement in full. You are responsible only for your deductible and coinsurance (as determined by your plan), as well as any charges for non-covered services up to Delta Dental's approved amount. If you choose to see an out-of-network dentist, you will incur additional out-of-pocket expenses, and you will be billed the total amount the dentist charges (called balance-billing). When you see a Delta Dental PPO or Premier® dentist, you are protected from balance-billing.

- **Savings:** Delta Dental PPO dentists offer subscribers the greatest savings. And you will still save money if you need a service that is not covered. Non-covered services will be billed at a discounted rate if you go to a PPO dentist.
- **Choice:** If you choose to visit a Premier dentist, you will still save money because Premier dentists also accept discounted fees (however, discounts are not as great as if you see a PPO dentist).
- **Network:** Delta Dental's dual network has nearly 89,500 PPO providers and 145,000 Premier providers nationwide.

Service: Porcelain Crown (Benefit illustration only. Example assumes deductible has been met.)			
	Greatest Patient Savings ←		Least Patient Savings →
	Protected from balance-billing		Not protected from balance-billing
Network	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Out-of-Network Dentist
Procedure Cost	\$1,000	\$1,000	\$1,000
Maximum Dentist Can Charge Patient	\$710	\$950	Unlimited
Maximum Dentist Can Charge Insurance (MPA)*	\$710	\$950	\$660
Benefit Percentage	50%	50%	50%
Delta Dental Pays	\$355	\$475	\$330
You Pay	\$355	\$475	\$670

To find a participating dentist or to see if your current dentist is in the PPO network, visit our website at deltadentalco.com and click on the Find a Dentist search tool. You can also contact our customer relations department, Monday–Friday 8 a.m. to 6 p.m. MT, at 1-800-610-0201 (toll-free) or customer_service@ddpco.com.

*The maximum a dentist can charge your insurance company is called the Maximum Plan Allowance (MPA). The MPA for an out-of-network dentist is always lower than in-network MPA. Delta Dental pays a portion of the MPA only, which exposes you to balance-billing from an out-of-network dentist.



Delta Dental EPO

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

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

* See Special Provisions on Last Page

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

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

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

* See Special Provisions on Last Page

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

BASIC SERVICES (Endodontic Codes)

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

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

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

* See Special Provisions on Last Page

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

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

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

* See Special Provisions on Last Page

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

MAJOR SERVICES (Prosthodontic Codes - Fixed)

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

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

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

* See Special Provisions on Last Page

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

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

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

* See Special Provisions on Last Page

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

MISCELLANEOUS CODES (ADJUNCTIVE SERVICES)

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

*** SPECIAL PROVISIONS:**

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

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

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

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

**EXHIBIT B
TO
PURCHASE AGREEMENT
COLORADO DENTAL SERVICE, INC.
d/b/a DELTA DENTAL OF COLORADO,
and
The City and County of Denver**

ACORD CERTIFICATE OF LIABILITY INSURANCE

**EXHIBIT C
TO
PURCHASE AGREEMENT
COLORADO DENTAL SERVICE, INC.
d/b/a DELTA DENTAL OF COLORADO,
and
The City and County of Denver**

LOGO RESTRICTIONS

EXHIBIT

DENVER LOGO COLORS



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



PMS 1805
BRICK RED



PMS 2925
SKY BLUE



PMS 130
SUNSHINE
GOLD



PMS 268
MOUNTAIN
PURPLE



PANTONE
PROCESS
80% BLACK

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