

2019 INSURANCE AGREEMENT

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**,” and jointly “the parties”).

The parties agree as follows:

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

a. The Executive Director, shall be the authorized representative to sign the final insurance policies, the attached Exhibits, and any other documents necessary to effectuate the policy-related documents, and implement the administration of the approved plan design and coverage the City desires to purchase.

2. SERVICES TO BE PERFORMED:

a. The insurance policy being purchased by the City requires approval by the Colorado Division of Insurance (“DOI”). If the insurance policy is pending DOI approval, the Summary of Benefits and Coverage (“SBC”), and Performance Guarantees document (collectively attached hereto and incorporated herein as “**Exhibit A**”) are attached as evidence of the insurance policy coverage the City intends to purchase.

b. Upon receipt of the DOI-approved Evidence of Coverage (or Certificate of Coverage) the Executive Director shall file the DOI-approved insurance policy and Evidence of Coverage with the City’s Clerk and Recorder to complete the public record for this Agreement.

c. Insurance Company will provide the City with all internal policies which affect coverage under this Agreement. These policies will be disclosed to the City prior to the effective date of this Agreement.

d. The terms of this Agreement shall control if the terms of the attached policies are in conflict.

3. **TERM:** This Agreement and the underlying insurance policies will commence as of January 1, 2019, and will expire December 31, 2022 (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 and outside of the policy premium costs, 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 **SIXTY-FOUR MILLION AND 00/100 DOLLARS (\$64,000,000.00)** (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 thirty (30) days prior written notice to the Insurance Company or under the terms of the policies as referenced in **Exhibit A**.

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 reasonable access and the right to examine any pertinent books, documents, papers and records of the Insurance Company, involving transactions related to the Agreement, during reasonable hours and 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 are canceled 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 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 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.

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. To the fullest extent permitted by law, 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 will defend any and all Claims which may be brought or threatened against City and will 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: Except as provided in this provision, 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, denvermarketingoffice@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 Insurance Company’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. Insurance Company 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 Guidelines” document, (attached hereto as “**Exhibit C**”).

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 applicable 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 identity or gender expression, 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 applicable 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 or she 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.

Exhibit List:

Exhibit A – Summary of Benefits and Coverage & Performance Guarantees

Exhibit B – ACORD Evidence of Liability Insurance

Exhibit C – Denver Logo Guidelines

[NOTE: SIGNATURE PAGES TO FOLLOW]

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-201846371-00

Contractor Name: COLORADO DENTAL SERVICE, INC. d/b/a
DELTA DENTAL COLORADO

By: MARK THOMPSON

Name: [Signature]
(please print)

Title: VP Sales and Customer Experience
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**2019 DELTA DENTAL CONTRACT
EXHIBIT A**

INSURANCE POLICY INFORMATION

1. Delta Dental PPO Plan "Low Option" - Group # 6026 Book and Policy
2. Delta Dental PPO Plan "High Option" - Group # 6793 Book and Policy
3. Delta Dental "Exclusive Panel Option (EPO)" - Group # 6791 Book and Policy

Delta Dental PPO Plan

**City and County of Denver
Group #6026
Effective: January 1, 2019**



**Delta Dental PPO
Schedule of Benefits
For Group #6026 – Low Option
CITY AND COUNTY OF DENVER**

This Schedule of Benefits should be read in conjunction with your Subscriber Benefit Booklet. Your Subscriber Benefit Booklet will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. **In the event that you seek treatment from a non-participating provider, you may have more out-of-pocket costs.**

Control Plan - Delta Dental of Colorado

Benefit Year - January 1st to December 31st

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

***Important: Non-Participating Providers are allowed to balance bill. Subscribers 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	Amount
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

Maximums (January 1st - December 31st)

Class	Type	Network	Amount
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

***There is only one annual maximum. It will be combined between PPO, Premier, and Non-Par Participating Providers. Surgical implants apply towards the \$1250 annual maximum.**

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 Subscribers 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.

Under the Delta Dental PPO plan, you may visit any Provider of your choice. There are three levels of Providers to choose from who are located nationwide:

PPO Participating Provider

Advantages of seeing a PPO Provider include:

- Payment is based upon the PPO Provider's Allowable fee, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the Providers.
- You are responsible for any applicable deductible and coinsurance for covered procedures.

You will receive the best benefits available on this plan by choosing a PPO Provider.

Premier Participating Provider (Non-PPO)

You have the option of seeing a Premier Provider, but you may incur additional costs:

- Payment is based upon the Premier Maximum Plan Allowance, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the Providers.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.

Non-Participating Provider (Non-PPO)

You have the option of seeing a non-participating Provider, but you may incur additional out-of-pocket costs.

- You may be responsible for payment in full to the Provider and for filing your claim with Delta Dental for reimbursement.
- You are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Provider.

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.

Colorado counties without PPO or Premier Providers are Cheyenne, Crowley, Gilpin, Jackson, Kiowa, Saguache, San Juan, and Sedgwick.

Delta Dental of Colorado Group Dental Plan

CONTACT US

Visit Delta Dental's Website:

www.deltadentalco.com

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

Delta Dental of Colorado
4582 South Ulster Street, Suite 800
Denver, CO 80237

Customer Service:
1-800-610-0201

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ELIGIBILITY

All eligible Subscribers and their dependents that enroll will be covered on the effective date. All Subscribers will become eligible as determined by the employer group.

This policy is effective at 12:00 a.m. on the date of enrollment and will terminate at 11:59 p.m. on the date of termination.

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

Benefits for a Dependent Child will continue until the last day of the calendar month in which the limiting age is reached.

Persons in active military service are not eligible Dependents.

Dependents of an eligible Subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the subscriber.
- 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 Plan is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.
- The date upon which they lose coverage through another source, if they show proof of loss. (Loss of coverage is any loss due to death, divorce, loss of job, or termination of benefits by the subscriber). The effective date will be the first day of the month following this change.

If not added within the 31 day timeframe, the Dependent can be added during the Open Enrollment period, if applicable.

HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS (Applicable to Managed Care Plans)

How to Find a Provider

There are two easy ways to find out if your Provider is a Delta Dental PPO Network Provider.

1. Visit our website at www.deltadentalco.com or
2. Phone our automated call center at 1-800-610-0201.

The network is subject to change. Please check on the status of your Provider before your next treatment.

You need not obtain approval before being treated. Before starting treatment that may cost \$400 or more, you may request an estimate from Delta Dental. Pre-treatment estimates are not required.

BENEFITS/COVERAGE (What is Covered)

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 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"> • Individuals with a history of previous definitive periodontal treatment, • 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 a 12 month period 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.
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.
Alveoloplasty	Not allowed as a separate benefit when performed on the same date as extractions. Includes local anesthesia and routine post-operative care.
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.

MAJOR SERVICES

- Special Restorative:** Buildups (which may or may not include a post) and laboratory processed restorations (crowns, onlays) for treatment of tooth decay which results in visible destruction of hard tooth structure, or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.
- Prosthodontics:** Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures to replace completely extracted or avulsed natural permanent teeth.
- Implants:** Prosthetic appliances placed into or on the bone of the upper or lower jaw to retain or support dental prostheses.

PROCEDURE	BENEFIT DESCRIPTION
Re-Cement Crowns 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 benefits 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.
Occlusal Guards	Removable dental appliance designed to minimize the effects of bruxism (grinding) and other occlusal factors. Covered once in a 36 month period.

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	<ul style="list-style-type: none">a) No benefits will be provided for:<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.b) Periodic Orthodontic payments will end upon termination of treatment for any reason prior to completion of the case, or upon termination of the Covered Person’s eligibility.c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two (2) payments. The 1st payment will be issued at banding date or insertion. The 2nd payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the Plan 12 months after initial banding or insertion will receive the final payment.d) The orthodontic payment benefit for treatment plans 12 months or less will be made in 1 payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan’s orthodontic maximum.e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, Delta Dental will reduce periodic payments using its applicable processing polices.

LIMITATIONS/EXCLUSIONS

(What Is Not Covered)

GENERAL LIMITATIONS – ALL SERVICES

- a) Alternate Benefits - Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, Plan will consider other materials and methods of treatment. 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 treatment. Delta Dental will pay toward the cost of the selected procedure at the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services will receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay Procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) 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) 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.
- i) Services related to another category of Covered Services will be covered at the same percentage as the related category of Covered Services.
- 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 birth or developmental defects, **except** Services within the mouth for treatment of a condition related to cleft lip and/or cleft palate
- 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, night guards, occlusal guards, athletic mouth guards and jaw function services, bite registration or analysis, or any related services.
- i) Patient management services (**except** covered anesthetic services).
- j) Charges for prescribed drugs.
- k) Any Experimental or Investigational treatment.
- l) Services that may otherwise be covered, but due to the patient's condition would not prove successful to improve the patient's oral health.
- m) Any treatment 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 from outside the mouth into the mouth.
- r) Therapy for speech or the function of the tongue or face.
- s) Orthodontic Services unless shown as covered on the Schedule of Benefits.
- t) Implant Services unless shown as covered on the Schedule of Benefits.
- u) Treatment of any temporomandibular joint (TMJ) problems, including facial pain, or any related conditions. Any related diagnostic, preventive or treatment Services.
- v) Services not performed in accordance with Colorado state law. Services by any person other than a person licensed to perform them. Services to treat any condition, other than an oral or dental disease, abnormality or condition.
- w) Teaching services.
- x) Completion of forms. Providing diagnostic information. Copying of other records.
- y) Replacement of lost, stolen or damaged items.
- z) Repair of items altered by someone other than a Provider.
- aa) Any Services not included in Covered Services.

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.

- bb) Services for which charges would not have been made but for this coverage, except for Services as provided under Medicaid.
- cc) Missed appointment charges.
- dd) Preventive control programs, including home care items.
- ee) Plaque control programs.
- ff) Self-injury.
- gg) Provisional splinting.
- hh) Bone grafting when done in the same site as a tooth extraction, apicoectomy or hemisection.
- ii) Services provided for treatment of teeth retained in relation to an Overdenture.
- jj) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
- kk) Any Special Restorative service provided within 60 months of fixed Prosthodontic services involving the same teeth.
- ll) 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.

MEMBER PAYMENTS RESPONSIBILITY

You must pay deductibles, amounts above the annual maximum, amounts up to the out-of-pocket maximum, and your coinsurance. You must pay charges for Services not covered under this plan. You may be responsible for some part of the premium.

CLAIM PROCEDURES (How to File a Claim)

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

Delta Dental will not pay claims submitted more than 12 months after the date of service.

PRE-TREATMENT ESTIMATE

Before starting treatment that may cost \$400 or more, you may request an estimate of what is covered. Pre-treatment estimates are not required.

RIGHT TO EXAMINATION

Delta Dental shall have the right and opportunity to examine the person of the individual for whom claim is made when and so often as it may reasonably require during the pendency of claim under the policy.

GENERAL POLICY PROVISIONS

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.

ASSIGNMENT OF BENEFITS

You may assign any benefits of this policy to your dental provider. You may revoke this assignment at any time by sending a written revocation to Delta Dental.

NON-DISCRIMINATION

With regard to participation in its networks, Delta Dental does not discriminate against any provider acting in the scope of his or her license.

COORDINATION OF BENEFITS (COB)

IMPORTANT NOTICE

This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits. This is not a complete description of all of the coordination rules and procedures, and does not change or replace the language contained in your insurance contract, which determines your benefits. For the complete listing of your policy's coordination of benefits provisions, please contact your group plan administrator or the state Division of Insurance.

Double Coverage

Family members may be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one group health plan, state law permits your carriers to follow a procedure called "coordination of benefits" to determine how much each should pay when you have a claim. The aim is to make sure that the combined payments of all plans do not add up to more than your covered health care expenses.

Coordination of benefits (COB) covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, contact your group plan administrator or your state insurance department for a full review of coordination of benefits requirements.

Primary or Secondary?

You will be asked to identify all the plans that cover family members. We need this information to determine whether we are “primary” or “secondary.” The primary plan always pays first.

Any plan which does not contain your state’s coordination of benefits rules will always be primary.

When This Plan is Primary

If you or a family member are covered under another plan in addition to this one, Delta Dental will be primary when:

Your Own Expenses

•The claim is for your own health care expenses, unless you are covered by Medicare and both you and your spouse are retired.

Your Spouse’s Expenses

•The claim is for your spouse, who is covered by Medicare, and you are not both retired.

Your Child’s Expenses

•The claim is for the health care expenses of your child who is covered by this plan and

•you are married and your birthday is earlier in the year than your spouse’s or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual’s birthday. This is known as the “birthday rule”;

or

•you are separated or divorced and you have informed us of a court decree that makes you responsible for the child’s health care expenses;

or

•there is no court decree, but you have primary custody of the child.

Other Situations

We will be primary when any other provisions of state or federal law require us to be.

How We Pay Claims When We Are Primary

When we are the primary plan, we will pay the benefits provided by your contract, just as if you had no other coverage.

How We Pay Claims When We Are Secondary

We will be secondary whenever the rules do not require us to be primary.

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all

of the allowable expenses left unpaid. An “allowable expense” is a health care service or expense covered by one of the plans, including copayments and deductibles.

•If there is a difference between the amount the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the Provider, our combined payments will not be more than the contract calls for Health maintenance organizations (HMO) and preferred Provider organizations (PPO) usually have contracts with their Providers.

•We will determine our payment by subtracting the amount the primary plan paid from the amount we would have paid if we had been primary. We will use any savings to pay the balance of any unpaid allowable expenses covered by either plan.

•If the primary plan covers similar kinds of health care, but allows expenses that we do not cover, we may pay for those expenses. We will not pay an amount the primary plan did not cover because you didn’t follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, we will not pay the amount of the reduction, because it is not an allowable expense.

Questions about Coordination of Benefits?

Colorado Division of Insurance

1560 Broadway, Ste 850

Denver, CO 80202

Phone Number: 303-894-7490 or 1-800-930-3745

SUBROGATION

Delta Dental has the right to enforce on its own, or with a covered person, a claim against a third party up to the amount paid by Delta Dental. 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.

HIPAA

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

- a) Not use or disclose health information other than as permitted or as required by law.
- b) Ensure that any agents who receive protected health information (PHI) agree to the same restrictions that apply to your employer.
- c) Not use or disclose PHI for employment actions and decisions.
- d) Report to the Plan any improper use or disclosure of PHI that they are aware of.

- e) Make PHI available for your own use and provide you with the right to amend or correct your own PHI upon request.
- f) Provide an accounting of its disclosures to individuals and make its practices relating to the use or disclosure of PHI available to the Secretary of HHS.
- g) Ensure that there is separation between the Plan and the Plan Sponsor as required by HIPAA. Ensure that there are reasonable security controls.
- h) If possible, return or destroy all PHI received from the Plan when no longer needed.
- i) Implement safeguards that protect electronic PHI that is managed on behalf of the group health plan.
- j) Ensure that any agent to whom it provides electronic PHI agrees to implement security measures to protect the information.
- k) Report to the group health plan any security incident of which it becomes aware.

NOTICE OF PRIVACY PRACTICES

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

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

How We May Use and Disclose Health Information About You

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

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

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

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

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

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

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

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

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

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

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

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

Law Enforcement: For example, to identify or locate a suspect or to comply with a court order, a court ordered warrant, or a subpoena or summons issued by an officer of the court.

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

Your Rights Regarding Health Information About You

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

- **Your Right to Inspect and Copy Your Health Information:** To inspect and copy such information, you must submit your request in writing. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request.
- **Your Right to Amend Protected Health Information:** You may request that Delta Dental change your health information, although we are not required to do so. If your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make your request in writing. You must also provide a reason for your request.

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

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

Changes to this Notice

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

Send Written Requests Regarding this Privacy Notice to:

**Privacy Officer
PO Box 5468
Denver CO 80217-5468
Or You May Call: 1-800-233-0860**

TIME LIMIT ON CERTAIN DEFENSES

- After two years from the date of issue of this policy, the validity of this policy shall not be contested, except for non-payment of premiums, and no misstatements made by the applicant in order to acquire such policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of such two-year period. However, if such statement was made in writing signed by the person making the statement and a copy of that writing is presented to the maker of the statement, such statement may be used by Delta Dental to avoid the policy or reduce benefits.
- No claim for loss incurred after one year from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.
- If this is an individual disability income insurance policy then no claim for loss incurred after two years from the date of issue of the policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

TERMINATION/NONRENEWAL/ CONTINUATION

A Subscriber's plan will terminate at the earliest of:

- The date Delta Dental of Colorado receives a written request to cancel. Coverage will end at the end of the month following notification, or at the end of the month of the life changing event. We reserve the right to recover any benefit payment made for dates of service after the terminate date.
- The date the Subscriber is not eligible for coverage under the terms of this policy.
- The date the benefits described in the Policy are terminated.
- When the required premium has not been paid (Subject to the applicable grace period).
- When you commit fraud or intentional misrepresentation of material facts.
- The date the Subscriber enters full-time military service of any country.
- Upon the Subscriber's death.

To remove a Dependent from the plan, the Subscriber must notify us of the termination. The Effective Date of the change will be the end of the month in which the change was received. We reserve the right to recover any benefits payments made for dates of service after the termination date.

Benefits for a Dependent ends on the last day of the month for the following life changing events:

- The date the benefits described in the policy are terminated.
- The date the Dependent is not eligible for coverage under the terms of this policy.
- When the Dependent child no longer qualifies as a Dependent by definition.
- When legal custody of a child placed for adoption is terminated.
- When the required premium has not been paid.
- Upon the Dependent's death.

EXTENDED COVERAGE (Paying for Benefits after Termination)

Delta Dental benefits will end if this Policy 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 coverage 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.

NONRENEWAL

This policy will automatically renew. If you don't want to renew this policy, contact Delta Dental of Colorado before the policy's renewal date. If you do not renew this policy, the policy will end on the last day before the renewal date. Delta Dental can nonrenew this policy by sending you written notice (either electronically or through the mail) at least 60 days before the renewal dates. If we do, this policy will end on the last day before the renewal date.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

Covered persons may be able to continue coverage through COBRA. The benefits will be the same as the benefits active Subscribers receive. The Covered person must pay the entire Premium, which cannot exceed 102% of the cost for an active Subscriber with the same Plan. You should contact your employer to determine if you are able to continue coverage through COBRA.

Continued Health Coverage required by the State of Colorado

If you are not eligible for COBRA you may be eligible to continue coverage for up to 18 months under State Continuation. Contact your employer to learn if you are eligible to continue coverage through state continuation.

APPEALS AND COMPLAINTS

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.

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.

Independent External Review:

Where Delta Dental makes an Adverse Determination and the Subscriber exhausts the internal appeals process, the Subscriber has the right to request an external review. Delta Dental will notify the Subscriber of the right, if any, to request an external review after the First Level appeal.

Requests for an independent external review must be in writing. They must include a completed external review request form as specified by the Colorado Division of Insurance. The Subscriber must submit the request within four months of the completion or exhaustion of the internal appeals process. The internal appeals process is completed or exhausted upon Subscriber's receipt of notice of the adverse determination or upon Delta Dental's failure to comply with Colorado Revised Statutes §§ 10-16-113, 10-16-113.5, or Colorado Insurance Regulations 4-2-17 or 4-2-21.

Subscriber may request expedited external review. All requests must be submitted to:

**Delta Dental of Colorado
Appeals Analyst
P.O. Box 172528
Denver, CO 80217-2528**

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. Within 45 days after the receipt of the request for external review (72 hours for expedited external review), the external review entity shall deliver a written decision to the Subscriber, Delta Dental, the provider, and the Commissioner.

INFORMATION ON POLICY AND RATE CHANGES

No change in your policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed on the policy. No agent has authority to change this policy or to waive any of its provisions except where approved by an officer of the insurer and evidenced by an endorsement on the policy or by rider or amendment to the policy signed by the insurer. Any such amendment that reduces or eliminates coverage shall have been either requested in writing or signed by your Employer.

If there are changes to the information provided in this document, we will issue revised materials to you.

DEFINITIONS

ALTERNATE BENEFIT means the benefit allowed for the least costly, commonly accepted Service or supply that could be used to treat a dental problem for which there are other, more costly treatment options that the covered person selects.

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

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

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: On the date the restoration is cemented in place, regardless of the type of cement used.
- For Dentures and Partial Dentures (removable partial dentures): On the date that the final appliance is first inserted in the mouth.
- For all other Services, on the date the procedure is Started.

For claim payment purposes, the date Completed will be the date when a claim is incurred.

DEDUCTIBLE means the amount that must be paid by the covered person before Delta Dental will make payment. The amount of the Deductible is shown on the Schedule of Benefits. If there is a limit to the deductible amount that a family must pay, that will also be shown.

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.

DEPENDENT means:

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

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

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

Persons in active military service are not eligible Dependents.

EFFECTIVE DATE is the date coverage begins

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.

EMPLOYEE means someone who works the minimum number of hours as defined by the employer.

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

MAXIMUM PLAN ALLOWANCE means the maximum allowable amount for a procedure as determined by Delta Dental.

MEMBER means any person eligible and enrolled for coverage under this plan.

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

OUT-OF-POCKET MAXIMUM means the maximum amount you will have to pay for allowable covered expenses under this plan.

POLICY means the agreement between Delta Dental and the applicant. This Policy is the whole agreement between the parties and no change is allowed unless approved by the insurer.

POLICY TERM means the time from the Effective Date of the Policy until it is terminated.

POLICY YEAR is the 365 days beginning on the Effective Date of this Policy, and each year after unless the Policy is terminated. The Policy Year is 366 days in a leap year.

PROVIDER means a person licensed to practice dentistry.

STARTED means:

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

- For Periodontal Surgery: The date the surgery is actually performed.
- For All Other Services: The date the Service is performed.

SUBSCRIBER means the person in whose name the membership under the policy is established. A person who elects continued coverage and for whom the monthly Premium is paid.

Visit Delta Dental's Website at:
www.deltadentalco.com

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

Delta Dental of Colorado

4582 South Ulster Street, Suite 800
Denver, CO 80237

Customer Service:

1-800-610-0201



**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, 2019 for a four 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, 2019

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%
Orthodontic Images	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

***There is only one annual maximum. It will be combined between PPO, Premier, and Non-Par Participating Providers. Surgical implants apply towards the \$1250 annual maximum.**

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

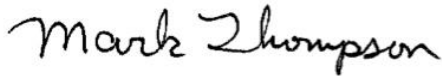
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service 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

December 27, 2018

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) We will make periodic payments based on the provider’s treatment plan. Total case fees include active treatment and post treatment retention or stabilization. We will not make separate benefit for post treatment stabilization.</p> <p>d) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, Delta Dental will reduce periodic payments using its applicable processing policies.</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

2019 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 PPO Plan

**City and County of Denver
Group #6793
Effective: January 1, 2019**



**Delta Dental PPO
Schedule of Benefits
For Group #6793 – High Option
CITY AND COUNTY OF DENVER**

This Schedule of Benefits should be read in conjunction with your Subscriber Benefit Booklet. Your Subscriber Benefit Booklet will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. **In the event that you seek treatment from a non-participating provider, you may have more out-of-pocket costs.**

Control Plan - Delta Dental of Colorado

Benefit Year - January 1st to December 31st

	PPO Provider	Delta Dental Premier Provider	*Non-Participating Provider
Covered Services	Plan Pays	Plan Pays	Plan Pays
Diagnostic & Preventive Services			
Sealants	100%	100%	100%
Oral Exams and Cleanings	100%	100%	100%
X-Rays	100%	100%	100%
Fluoride Treatment	100%	100%	100%
Orthodontic Images	100%	100%	100%
Basic Services			
Simple Extractions	90%	80%	80%
Complex Oral Surgery	90%	80%	80%
Basic Restorative (Fillings)	90%	80%	80%
Endodontics (Root Canal Therapy)	90%	80%	80%
Periodontics (Gum Disease Treatment)	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, Onlays)	60%	50%	50%
Implant Services			
Implants	50%	50%	50%
Orthodontic Services			
Orthodontics (All Ages)	50%	50%	50%

***Important: Non-Participating Providers are allowed to balance bill. Subscribers 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	Amount
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

Maximums (January 1st - December 31st)

Class	Type	Network	Amount
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

*** There is only one annual maximum. It will be combined between PPO, Premier and Non-Participating Providers. Surgical Implants apply towards the \$2000 annual maximum.**

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 Subscribers 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.

Under the Delta Dental PPO plan, you may visit any Provider of your choice. There are three levels of Providers to choose from who are located nationwide:

PPO Participating Provider

Advantages of seeing a PPO Provider include:

- Payment is based upon the PPO Provider's Allowable fee, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the Providers.
- You are responsible for any applicable deductible and coinsurance for covered procedures.

You will receive the best benefits available on this plan by choosing a PPO Provider.

Premier Participating Provider (Non-PPO)

You have the option of seeing a Premier Provider, but you may incur additional costs:

- Payment is based upon the Premier Maximum Plan Allowance, or the fee actually charged, whichever is less.
- Claim forms are submitted directly to Delta Dental by the Providers.
- You are only responsible for any applicable deductible and coinsurance for covered procedures.

Non-Participating Provider (Non-PPO)

You have the option of seeing a non-participating Provider, but you may incur additional out-of-pocket costs.

- You may be responsible for payment in full to the Provider and for filing your claim with Delta Dental for reimbursement.
- You are responsible for the difference between the non-participating Maximum Plan Allowance and the full fee charged by the Provider.

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.

Colorado counties without PPO or Premier Providers are Cheyenne, Crowley, Gilpin, Jackson, Kiowa, Saguache, San Juan, and Sedgwick.

Delta Dental of Colorado Group Dental Plan

CONTACT US

Visit Delta Dental's Website:

www.deltadentalco.com

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

Delta Dental of Colorado
4582 South Ulster Street, Suite 800
Denver, CO 80237

Customer Service:
1-800-610-0201

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ELIGIBILITY

All eligible Subscribers and their dependents that enroll will be covered on the effective date. All Subscribers will become eligible as determined by the employer group.

This policy is effective at 12:00 a.m. on the date of enrollment and will terminate at 11:59 p.m. on the date of termination.

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

Benefits for a Dependent Child will continue until the last day of the calendar month in which the limiting age is reached.

Persons in active military service are not eligible Dependents.

Dependents of an eligible Subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the subscriber.
- 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 Plan is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.
- The date upon which they lose coverage through another source, if they show proof of loss. (Loss of coverage is any loss due to death, divorce, loss of job, or termination of benefits by the subscriber). The effective date will be the first day of the month following this change.

If not added within the 31 day timeframe, the Dependent can be added during the Open Enrollment period, if applicable.

HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS (Applicable to Managed Care Plans)

How to Find a Provider

There are two easy ways to find out if your Provider is a Delta Dental PPO Network Provider.

1. Visit our website at www.deltadentalco.com or
2. Phone our automated call center at 1-800-610-0201.

The network is subject to change. Please check on the status of your Provider before your next treatment.

You need not obtain approval before being treated. Before starting treatment that may cost \$400 or more, you may request an estimate from Delta Dental. Pre-treatment estimates are not required.

BENEFITS/COVERAGE (What is Covered)

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 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"> • Individuals with a history of previous definitive periodontal treatment, • 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 a 12 month period 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.
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.
Alveoloplasty	Not allowed as a separate benefit when performed on the same date as extractions. Includes local anesthesia and routine post-operative care.
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.

MAJOR SERVICES

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

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

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

PROCEDURE	BENEFIT DESCRIPTION
Re-Cement Crowns 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 benefits 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.
Occlusal Guards	Removable dental appliance designed to minimize the effects of bruxism (grinding) and other occlusal factors. Covered once in a 36 month period.

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	<ul style="list-style-type: none">a) No benefits will be provided for:<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.b) Periodic Orthodontic payments will end upon termination of treatment for any reason prior to completion of the case, or upon termination of the Covered Person’s eligibility.c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two (2) payments. The 1st payment will be issued at banding date or insertion. The 2nd payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the Plan 12 months after initial banding or insertion will receive the final payment.d) The orthodontic payment benefit for treatment plans 12 months or less will be made in 1 payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan’s orthodontic maximum.e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, Delta Dental will reduce periodic payments using its applicable processing polices.

LIMITATIONS/EXCLUSIONS

(What Is Not Covered)

GENERAL LIMITATIONS – ALL SERVICES

- a) Alternate Benefits - Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, Plan will consider other materials and methods of treatment. 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 treatment. Delta Dental will pay toward the cost of the selected procedure at the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services will receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay Procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) 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) 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.
- i) Services related to another category of Covered Services will be covered at the same percentage as the related category of Covered Services.
- 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 birth or developmental defects, **except** Services within the mouth for treatment of a condition related to cleft lip and/or cleft palate
- 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, night guards, occlusal guards, athletic mouth guards and jaw function services, bite registration or analysis, or any related services.
- i) Patient management services (**except** covered anesthetic services).
- j) Charges for prescribed drugs.
- k) Any Experimental or Investigational treatment.
- l) Services that may otherwise be covered, but due to the patient's condition would not prove successful to improve the patient's oral health.
- m) Any treatment 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 from outside the mouth into the mouth.
- r) Therapy for speech or the function of the tongue or face.
- s) Orthodontic Services unless shown as covered on the Schedule of Benefits.
- t) Implant Services unless shown as covered on the Schedule of Benefits.
- u) Treatment of any temporomandibular joint (TMJ) problems, including facial pain, or any related conditions. Any related diagnostic, preventive or treatment Services.
- v) Services not performed in accordance with Colorado state law. Services by any person other than a person licensed to perform them. Services to treat any condition, other than an oral or dental disease, abnormality or condition.
- w) Teaching services.
- x) Completion of forms. Providing diagnostic information. Copying of other records.
- y) Replacement of lost, stolen or damaged items.
- z) Repair of items altered by someone other than a Provider.
- aa) Any Services not included in Covered Services.

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.

- bb) Services for which charges would not have been made but for this coverage, except for Services as provided under Medicaid.
- cc) Missed appointment charges.
- dd) Preventive control programs, including home care items.
- ee) Plaque control programs.
- ff) Self-injury.
- gg) Provisional splinting.
- hh) Bone grafting when done in the same site as a tooth extraction, apicoectomy or hemisection.
- ii) Services provided for treatment of teeth retained in relation to an Overdenture.
- jj) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
- kk) Any Special Restorative service provided within 60 months of fixed Prosthodontic services involving the same teeth.
- ll) 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.

MEMBER PAYMENTS RESPONSIBILITY

You must pay deductibles, amounts above the annual maximum, amounts up to the out-of-pocket maximum, and your coinsurance. You must pay charges for Services not covered under this plan. You may be responsible for some part of the premium.

CLAIM PROCEDURES (How to File a Claim)

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

Delta Dental will not pay claims submitted more than 12 months after the date of service.

PRE-TREATMENT ESTIMATE

Before starting treatment that may cost \$400 or more, you may request an estimate of what is covered. Pre-treatment estimates are not required.

RIGHT TO EXAMINATION

Delta Dental shall have the right and opportunity to examine the person of the individual for whom claim is made when and so often as it may reasonably require during the pendency of claim under the policy.

GENERAL POLICY PROVISIONS

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.

ASSIGNMENT OF BENEFITS

You may assign any benefits of this policy to your dental provider. You may revoke this assignment at any time by sending a written revocation to Delta Dental.

NON-DISCRIMINATION

With regard to participation in its networks, Delta Dental does not discriminate against any provider acting in the scope of his or her license.

COORDINATION OF BENEFITS (COB)

IMPORTANT NOTICE

This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits. This is not a complete description of all of the coordination rules and procedures, and does not change or replace the language contained in your insurance contract, which determines your benefits. For the complete listing of your policy's coordination of benefits provisions, please contact your group plan administrator or the state Division of Insurance.

Double Coverage

Family members may be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one group health plan, state law permits your carriers to follow a procedure called "coordination of benefits" to determine how much each should pay when you have a claim. The aim is to make sure that the combined payments of all plans do not add up to more than your covered health care expenses.

Coordination of benefits (COB) covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, contact your group plan administrator or your state insurance department for a full review of coordination of benefits requirements.

Primary or Secondary?

You will be asked to identify all the plans that cover family members. We need this information to determine whether we are “primary” or “secondary.” The primary plan always pays first.

Any plan which does not contain your state’s coordination of benefits rules will always be primary.

When This Plan is Primary

If you or a family member are covered under another plan in addition to this one, Delta Dental will be primary when:

Your Own Expenses

•The claim is for your own health care expenses, unless you are covered by Medicare and both you and your spouse are retired.

Your Spouse’s Expenses

•The claim is for your spouse, who is covered by Medicare, and you are not both retired.

Your Child’s Expenses

•The claim is for the health care expenses of your child who is covered by this plan and

•you are married and your birthday is earlier in the year than your spouse’s or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual’s birthday. This is known as the “birthday rule”;

or

•you are separated or divorced and you have informed us of a court decree that makes you responsible for the child’s health care expenses;

or

•there is no court decree, but you have primary custody of the child.

Other Situations

We will be primary when any other provisions of state or federal law require us to be.

How We Pay Claims When We Are Primary

When we are the primary plan, we will pay the benefits provided by your contract, just as if you had no other coverage.

How We Pay Claims When We Are Secondary

We will be secondary whenever the rules do not require us to be primary.

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all

of the allowable expenses left unpaid. An “allowable expense” is a health care service or expense covered by one of the plans, including copayments and deductibles.

•If there is a difference between the amount the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the Provider, our combined payments will not be more than the contract calls for Health maintenance organizations (HMO) and preferred Provider organizations (PPO) usually have contracts with their Providers.

•We will determine our payment by subtracting the amount the primary plan paid from the amount we would have paid if we had been primary. We will use any savings to pay the balance of any unpaid allowable expenses covered by either plan.

•If the primary plan covers similar kinds of health care, but allows expenses that we do not cover, we may pay for those expenses. We will not pay an amount the primary plan did not cover because you didn’t follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, we will not pay the amount of the reduction, because it is not an allowable expense.

Questions about Coordination of Benefits?

Colorado Division of Insurance

1560 Broadway, Ste 850

Denver, CO 80202

Phone Number: 303-894-7490 or 1-800-930-3745

SUBROGATION

Delta Dental has the right to enforce on its own, or with a covered person, a claim against a third party up to the amount paid by Delta Dental. 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.

HIPAA

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

- a) Not use or disclose health information other than as permitted or as required by law.
- b) Ensure that any agents who receive protected health information (PHI) agree to the same restrictions that apply to your employer.
- c) Not use or disclose PHI for employment actions and decisions.
- d) Report to the Plan any improper use or disclosure of PHI that they are aware of.

- e) Make PHI available for your own use and provide you with the right to amend or correct your own PHI upon request.
- f) Provide an accounting of its disclosures to individuals and make its practices relating to the use or disclosure of PHI available to the Secretary of HHS.
- g) Ensure that there is separation between the Plan and the Plan Sponsor as required by HIPAA. Ensure that there are reasonable security controls.
- h) If possible, return or destroy all PHI received from the Plan when no longer needed.
- i) Implement safeguards that protect electronic PHI that is managed on behalf of the group health plan.
- j) Ensure that any agent to whom it provides electronic PHI agrees to implement security measures to protect the information.
- k) Report to the group health plan any security incident of which it becomes aware.

NOTICE OF PRIVACY PRACTICES

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

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

How We May Use and Disclose Health Information About You

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

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

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

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

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

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

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

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

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

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

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

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

Law Enforcement: For example, to identify or locate a suspect or to comply with a court order, a court ordered warrant, or a subpoena or summons issued by an officer of the court.

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

Your Rights Regarding Health Information About You

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

- **Your Right to Inspect and Copy Your Health Information:** To inspect and copy such information, you must submit your request in writing. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request.
- **Your Right to Amend Protected Health Information:** You may request that Delta Dental change your health information, although we are not required to do so. If your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make your request in writing. You must also provide a reason for your request.

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

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

Changes to this Notice

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

Send Written Requests Regarding this Privacy Notice to:

**Privacy Officer
PO Box 5468
Denver CO 80217-5468
Or You May Call: 1-800-233-0860**

TIME LIMIT ON CERTAIN DEFENSES

- After two years from the date of issue of this policy, the validity of this policy shall not be contested, except for non-payment of premiums, and no misstatements made by the applicant in order to acquire such policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of such two-year period. However, if such statement was made in writing signed by the person making the statement and a copy of that writing is presented to the maker of the statement, such statement may be used by Delta Dental to avoid the policy or reduce benefits.
- No claim for loss incurred after one year from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.
- If this is an individual disability income insurance policy then no claim for loss incurred after two years from the date of issue of the policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

TERMINATION/NONRENEWAL/ CONTINUATION

A Subscriber's plan will terminate at the earliest of:

- The date Delta Dental of Colorado receives a written request to cancel. Coverage will end at the end of the month following notification, or at the end of the month of the life changing event. We reserve the right to recover any benefit payment made for dates of service after the terminate date.
- The date the Subscriber is not eligible for coverage under the terms of this policy.
- The date the benefits described in the Policy are terminated.
- When the required premium has not been paid (Subject to the applicable grace period).
- When you commit fraud or intentional misrepresentation of material facts.
- The date the Subscriber enters full-time military service of any country.
- Upon the Subscriber's death.

To remove a Dependent from the plan, the Subscriber must notify us of the termination. The Effective Date of the change will be the end of the month in which the change was received. We reserve the right to recover any benefits payments made for dates of service after the termination date.

Benefits for a Dependent ends on the last day of the month for the following life changing events:

- The date the benefits described in the policy are terminated.
- The date the Dependent is not eligible for coverage under the terms of this policy.
- When the Dependent child no longer qualifies as a Dependent by definition.
- When legal custody of a child placed for adoption is terminated.
- When the required premium has not been paid.
- Upon the Dependent's death.

EXTENDED COVERAGE (Paying for Benefits after Termination)

Delta Dental benefits will end if this Policy 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 coverage 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.

NONRENEWAL

This policy will automatically renew. If you don't want to renew this policy, contact Delta Dental of Colorado before the policy's renewal date. If you do not renew this policy, the policy will end on the last day before the renewal date. Delta Dental can nonrenew this policy by sending you written notice (either electronically or through the mail) at least 60 days before the renewal dates. If we do, this policy will end on the last day before the renewal date.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

Covered persons may be able to continue coverage through COBRA. The benefits will be the same as the benefits active Subscribers receive. The Covered person must pay the entire Premium, which cannot exceed 102% of the cost for an active Subscriber with the same Plan. You should contact your employer to determine if you are able to continue coverage through COBRA.

Continued Health Coverage required by the State of Colorado

If you are not eligible for COBRA you may be eligible to continue coverage for up to 18 months under State Continuation. Contact your employer to learn if you are eligible to continue coverage through state continuation.

APPEALS AND COMPLAINTS

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.

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.

Independent External Review:

Where Delta Dental makes an Adverse Determination and the Subscriber exhausts the internal appeals process, the Subscriber has the right to request an external review. Delta Dental will notify the Subscriber of the right, if any, to request an external review after the First Level appeal.

Requests for an independent external review must be in writing. They must include a completed external review request form as specified by the Colorado Division of Insurance. The Subscriber must submit the request within four months of the completion or exhaustion of the internal appeals process. The internal appeals process is completed or exhausted upon Subscriber's receipt of notice of the adverse determination or upon Delta Dental's failure to comply with Colorado Revised Statutes §§ 10-16-113, 10-16-113.5, or Colorado Insurance Regulations 4-2-17 or 4-2-21.

Subscriber may request expedited external review. All requests must be submitted to:

**Delta Dental of Colorado
Appeals Analyst
P.O. Box 172528
Denver, CO 80217-2528**

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. Within 45 days after the receipt of the request for external review (72 hours for expedited external review), the external review entity shall deliver a written decision to the Subscriber, Delta Dental, the provider, and the Commissioner.

INFORMATION ON POLICY AND RATE CHANGES

No change in your policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed on the policy. No agent has authority to change this policy or to waive any of its provisions except where approved by an officer of the insurer and evidenced by an endorsement on the policy or by rider or amendment to the policy signed by the insurer. Any such amendment that reduces or eliminates coverage shall have been either requested in writing or signed by your Employer.

If there are changes to the information provided in this document, we will issue revised materials to you.

DEFINITIONS

ALTERNATE BENEFIT means the benefit allowed for the least costly, commonly accepted Service or supply that could be used to treat a dental problem for which there are other, more costly treatment options that the covered person selects.

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

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

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: On the date the restoration is cemented in place, regardless of the type of cement used.
- For Dentures and Partial Dentures (removable partial dentures): On the date that the final appliance is first inserted in the mouth.
- For all other Services, on the date the procedure is Started.

For claim payment purposes, the date Completed will be the date when a claim is incurred.

DEDUCTIBLE means the amount that must be paid by the covered person before Delta Dental will make payment. The amount of the Deductible is shown on the Schedule of Benefits. If there is a limit to the deductible amount that a family must pay, that will also be shown.

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.

DEPENDENT means:

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

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

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

Persons in active military service are not eligible Dependents.

EFFECTIVE DATE is the date coverage begins

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.

EMPLOYEE means someone who works the minimum number of hours as defined by the employer.

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

MAXIMUM PLAN ALLOWANCE means the maximum allowable amount for a procedure as determined by Delta Dental.

MEMBER means any person eligible and enrolled for coverage under this plan.

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

OUT-OF-POCKET MAXIMUM means the maximum amount you will have to pay for allowable covered expenses under this plan.

POLICY means the agreement between Delta Dental and the applicant. This Policy is the whole agreement between the parties and no change is allowed unless approved by the insurer.

POLICY TERM means the time from the Effective Date of the Policy until it is terminated.

POLICY YEAR is the 365 days beginning on the Effective Date of this Policy, and each year after unless the Policy is terminated. The Policy Year is 366 days in a leap year.

PROVIDER means a person licensed to practice dentistry.

STARTED means:

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

- For Periodontal Surgery: The date the surgery is actually performed.
- For All Other Services: The date the Service is performed.

SUBSCRIBER means the person in whose name the membership under the policy is established. A person who elects continued coverage and for whom the monthly Premium is paid.

Visit Delta Dental's Website at:
www.deltadentalco.com

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

Delta Dental of Colorado

4582 South Ulster Street, Suite 800
Denver, CO 80237

Customer Service:

1-800-610-0201



**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, 2019 for a four 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, 2019

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%
Orthodontic Images	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

***There is only one annual maximum. It will be combined between PPO, Premier, and Non-Par Participating Providers. Surgical implants apply towards the \$2000 annual maximum.**

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

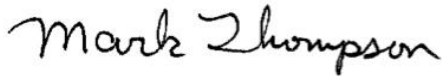
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service 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

December 27, 2018

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) We will make periodic payments based on the provider’s treatment plan. Total case fees include active treatment and post treatment retention or stabilization. We will not make separate benefit for post treatment stabilization.</p> <p>d) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, Delta Dental will reduce periodic payments using its applicable processing policies.</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

2019 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.

Exclusive Panel Option (EPO)

A feature of the Delta Dental PPO

**City and County of Denver
Group #6791
Effective: January 1, 2019**



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

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

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

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

The Orthodontic age limitations are waived for all eligible Subscribers, spouses and dependent children.

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

Age

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

Deductible: None

Maximum: None

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 Subscribers 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.

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

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

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

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

Delta Dental of Colorado Group Dental Plan

CONTACT US

Visit Delta Dental's Website:

www.deltadentalco.com

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

Delta Dental of Colorado
4582 South Ulster Street, Suite 800
Denver, CO 80237

Customer Service:
1-800-610-0201

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ELIGIBILITY

All eligible Subscribers and their dependents that enroll will be covered on the effective date. All Subscribers will become eligible as determined by the employer group.

This policy is effective at 12:00 a.m. on the date of enrollment and will terminate at 11:59 p.m. on the date of termination.

Benefits for a Dependent Child will continue until the last day of the calendar month in which the limiting age is reached.

Persons in active military service are not eligible Dependents.

Dependents of an eligible Subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the subscriber.
- 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 Plan is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.
- The date upon which they lose coverage through another source, if they show proof of loss. (Loss of coverage is any loss due to death, divorce, loss of job, or termination of benefits by the subscriber). The effective date will be the first day of the month following this change.

If not added within the 31 day timeframe, the Dependent can be added during the Open Enrollment period, if applicable.

HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS (Applicable to Managed Care Plans)

How to Find a Provider

There are two easy ways to find out if your Provider is a Delta Dental PPO Network Provider.

1. Visit our website at www.deltadentalco.com or
2. Phone our automated call center at 1-800-610-0201.

The network is subject to change. Please check on the status of your Provider before your next treatment.

You need not obtain approval before being treated. Before starting treatment that may cost \$400 or more, you may request an estimate from Delta Dental. Pre-treatment estimates are not required.

BENEFITS/COVERAGE (What is Covered)

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 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"> • Individuals with a history of previous definitive periodontal treatment, • 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.
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 through age 14. 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 once in a 12 month period for children through age 15.
Space Maintainer	Covered for children through age 13 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

- 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 - Erupted Tooth or Exposed Root	Includes local anesthesia and routine post-operative care, which are not covered separately.
Therapeutic Pulpotomy	Covered for baby teeth.
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.
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.

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 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.
Alveoloplasty	Not allowed as a separate benefit when performed on the same date as extractions. Includes local anesthesia and routine post-operative care.
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.

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.

PROCEDURE	BENEFIT DESCRIPTION
Re-Cement Crowns 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 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 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)	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.
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.

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) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two (2) payments. The 1st payment will be issued at banding date or insertion. The 2nd payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the Plan 12 months after initial banding or insertion will receive the final payment.</p> <p>d) The orthodontic payment benefit for treatment plans 12 months or less will be made in 1 payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan’s orthodontic maximum.</p> <p>e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, Delta Dental will reduce periodic payments using its applicable processing polices.</p>

LIMITATIONS/EXCLUSIONS

(What Is Not Covered)

GENERAL LIMITATIONS – ALL SERVICES

- a) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- b) 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.
- 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 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 birth or developmental defects.
- d) Services to treat tooth structure lost from wear, erosion, attrition, abrasion or abfraction.
- e) Services resulting from improper alignment, occlusion or contour.
- f) Services related to periodontal stabilization of teeth (splinting).
- g) Habit appliances, night guards, occlusal guards, athletic mouth guards and jaw function services, bite registration or analysis, or any related services.
- h) Patient management services (**except** covered anesthetic services).
- i) Charges for prescribed drugs.
- j) Any Experimental or Investigational treatment.
- k) Services that may otherwise be covered, but due to the patient's condition would not prove successful to improve the patient's oral health.
- l) Any treatment 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 from outside the mouth into the mouth.
- q) Therapy for speech or the function of the tongue or face.
- r) Treatment of any temporomandibular joint (TMJ) problems, including facial pain, or any related conditions. Any related diagnostic, preventive or treatment Services.
- s) Services not performed in accordance with Colorado state law. Services by any person other than a person licensed to perform them. Services to treat any condition, other than an oral or dental disease, abnormality or condition.
- t) Teaching services.
- u) Completion of forms. Providing diagnostic information. Copying of 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) Self-injury.
- dd) Provisional splinting.
- ee) Bone grafting when done in the same site as a tooth extraction, implant, apicoectomy or hemisection.
- ff) Services provided for treatment of teeth retained in relation to an Overdenture.
- gg) Any Prosthodontic service provided within 60 months of Special Restorative services involving the same teeth.
- hh) Any Special Restorative service provided within 60 months of fixed Prosthodontic services involving the same teeth.
- ii) 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.
- jj) Services from a Provider other than a PPO Participating Provider.
- kk) Any services not listed on the EPO Co-Payment schedule

MEMBER PAYMENTS RESPONSIBILITY

You must pay deductibles, amounts above the annual maximum, amounts up to the out-of-pocket maximum, and your coinsurance. You must pay charges for Services not covered under this plan. You may be responsible for some part of the premium.

CLAIM PROCEDURES (How to File a Claim)

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

Delta Dental will not pay claims submitted more than 12 months after the date of service.

PRE-TREATMENT ESTIMATE

Before starting treatment that may cost \$400 or more, you may request an estimate of what is covered. Pre-treatment estimates are not required.

RIGHT TO EXAMINATION

Delta Dental shall have the right and opportunity to examine the person of the individual for whom claim is made when and so often as it may reasonably require during the pendency of claim under the policy.

GENERAL POLICY PROVISIONS

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.

ASSIGNMENT OF BENEFITS

You may assign any benefits of this policy to your dental provider. You may revoke this assignment at any time by sending a written revocation to Delta Dental.

NON-DISCRIMINATION

With regard to participation in its networks, Delta Dental does not discriminate against any provider acting in the scope of his or her license.

COORDINATION OF BENEFITS (COB)

IMPORTANT NOTICE

This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits. This is not a complete description of all of the coordination rules and procedures, and does not change or replace the language contained in your insurance contract, which determines your benefits. For the complete listing of your policy's coordination of benefits provisions, please contact your group plan administrator or the state Division of Insurance.

Double Coverage

Family members may be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one group health plan, state law permits your carriers to follow a procedure called "coordination of benefits" to determine how much each

should pay when you have a claim. The aim is to make sure that the combined payments of all plans do not add up to more than your covered health care expenses.

Coordination of benefits (COB) covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, contact your group plan administrator or your state insurance department for a full review of coordination of benefits requirements.

Primary or Secondary?

You will be asked to identify all the plans that cover family members. We need this information to determine whether we are "primary" or "secondary." The primary plan always pays first.

Any plan which does not contain your state's coordination of benefits rules will always be primary.

When This Plan is Primary

If you or a family member are covered under another plan in addition to this one, Delta Dental will be primary when:

Your Own Expenses

- The claim is for your own health care expenses, unless you are covered by Medicare and both you and your spouse are retired.

Your Spouse's Expenses

- The claim is for your spouse, who is covered by Medicare, and you are not both retired.

Your Child's Expenses

- The claim is for the health care expenses of your child who is covered by this plan and

- you are married and your birthday is earlier in the year than your spouse's or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual's birthday. This is known as the "birthday rule";

or

- you are separated or divorced and you have informed us of a court decree that makes you responsible for the child's health care expenses;

or

- there is no court decree, but you have primary custody of the child.

Other Situations

We will be primary when any other provisions of state or federal law require us to be.

How We Pay Claims When We Are Primary

When we are the primary plan, we will pay the benefits provided by your contract, just as if you had no other coverage.

How We Pay Claims When We Are Secondary

We will be secondary whenever the rules do not require us to be primary.

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all of the allowable expenses left unpaid. An "allowable expense" is a health care service or expense covered by one of the plans, including copayments and deductibles.

•If there is a difference between the amount the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the Provider, our combined payments will not be more than the contract calls for Health maintenance organizations (HMO) and preferred Provider organizations (PPO) usually have contracts with their Providers.

•We will determine our payment by subtracting the amount the primary plan paid from the amount we would have paid if we had been primary. We will use any savings to pay the balance of any unpaid allowable expenses covered by either plan.

•If the primary plan covers similar kinds of health care, but allows expenses that we do not cover, we may pay for those expenses. We will not pay an amount the primary plan did not cover because you didn't follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, we will not pay the amount of the reduction, because it is not an allowable expense.

Questions about Coordination of Benefits?

Colorado Division of Insurance

1560 Broadway, Ste 850

Denver, CO 80202

Phone Number: 303-894-7490 or 1-800-930-3745

SUBROGATION

Delta Dental has the right to enforce on its own, or with a covered person, a claim against a third party up to the amount paid by Delta Dental. 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.

HIPAA

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

- a) Not use or disclose health information other than as permitted or as required by law.
- b) Ensure that any agents who receive protected health information (PHI) agree to the same restrictions that apply to your employer.
- c) Not use or disclose PHI for employment actions and decisions.
- d) Report to the Plan any improper use or disclosure of PHI that they are aware of.
- e) Make PHI available for your own use and provide you with the right to amend or correct your own PHI upon request.
- f) Provide an accounting of its disclosures to individuals and make its practices relating to the use or disclosure of PHI available to the Secretary of HHS.
- g) Ensure that there is separation between the Plan and the Plan Sponsor as required by HIPAA. Ensure that there are reasonable security controls.
- h) If possible, return or destroy all PHI received from the Plan when no longer needed.
- i) Implement safeguards that protect electronic PHI that is managed on behalf of the group health plan.
- j) Ensure that any agent to whom it provides electronic PHI agrees to implement security measures to protect the information.
- k) Report to the group health plan any security incident of which it becomes aware.

NOTICE OF PRIVACY PRACTICES

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

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

How We May Use and Disclose Health Information About You

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

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

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

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

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

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

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

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

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

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

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

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

Law Enforcement: For example, to identify or locate a suspect or to comply with a court order, a court ordered warrant, or a subpoena or summons issued by an officer of the court.

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

Your Rights Regarding Health Information About You

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

- **Your Right to Inspect and Copy Your Health Information:** To inspect and copy such information, you must submit your request in writing. If you request a copy of the information, we may charge you a reasonable fee to cover expenses associated with your request.
- **Your Right to Amend Protected Health Information:** You may request that Delta Dental change your health

information, although we are not required to do so. If your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make your request in writing. You must also provide a reason for your request.

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

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

Changes to this Notice

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

Send Written Requests Regarding this Privacy Notice to:

**Privacy Officer
PO Box 5468
Denver CO 80217-5468
Or You May Call: 1-800-233-0860**

TIME LIMIT ON CERTAIN DEFENSES

- (a) After two years from the date of issue of this policy, the validity of this policy shall not be contested, except for non-payment of premiums, and no misstatements made by the applicant in order to acquire such policy shall be used to void the policy or to deny a claim for loss incurred after the expiration of such two-year period. However, if such statement was made in writing signed by the person making the statement and a copy of that writing is presented to the maker of the statement, such statement may be used by Delta Dental to avoid the policy or reduce benefits.
- (b) No claim for loss incurred after one year from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.
- (c) If this is an individual disability income insurance policy then no claim for loss incurred after two years from the date of issue of the policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or a specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof

of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**TERMINATION/NONRENEWAL/
CONTINUATION**

A Subscriber’s plan will terminate at the earliest of:

- The date Delta Dental of Colorado receives a written request to cancel. Coverage will end at the end of the month following notification, or at the end of the month of the life changing event. We reserve the right to recover any benefit payment made for dates of service after the terminate date.
- The date the Subscriber is not eligible for coverage under the terms of this policy.
- The date the benefits described in the Policy are terminated.
- When the required premium has not been paid (Subject to the applicable grace period).
- When you commit fraud or intentional misrepresentation of material facts.
- The date the Subscriber enters full-time military service of any country.
- Upon the Subscriber’s death.

To remove a Dependent from the plan, the Subscriber must notify us of the termination. The Effective Date of the change will be the end of the month in which the change was received. We reserve the right to recover any benefits payments made for dates of service after the termination date.

Benefits for a Dependent ends on the last day of the month for the following life changing events:

- The date the benefits described in the policy are terminated.
- The date the Dependent is not eligible for coverage under the terms of this policy.
- When the Dependent child no longer qualifies as a Dependent by definition.
- When legal custody of a child placed for adoption is terminated.
- When the required premium has not been paid.
- Upon the Dependent’s death.

EXTENDED COVERAGE

(Paying for Benefits after Termination)

Delta Dental benefits will end if this Policy 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 coverage 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.

NONRENEWAL

This policy will automatically renew. If you don't want to renew this policy, contact Delta Dental of Colorado before the policy's renewal date. If you do not renew this policy, the policy will end on the last day before the renewal date. Delta Dental can nonrenew this policy by sending you written notice (either electronically or through the mail) at least 60 days before the renewal dates. If we do, this policy will end on the last day before the renewal date.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

Covered persons may be able to continue coverage through COBRA. The benefits will be the same as the benefits active Subscribers receive. The Covered person must pay the entire Premium, which cannot exceed 102% of the cost for an active Subscriber with the same Plan. You should contact your employer to determine if you are able to continue coverage through COBRA.

Continued Health Coverage required by the State of Colorado

If you are not eligible for COBRA you may be eligible to continue coverage for up to 18 months under State Continuation. Contact your employer to learn if you are eligible to continue coverage through state continuation.

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.

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.

Independent External Review:

Where Delta Dental makes an Adverse Determination and the Subscriber exhausts the internal appeals process, the Subscriber has the right to request an external review. Delta Dental will notify the Subscriber of the right, if any, to request an external review after the First Level appeal.

Requests for an independent external review must be in writing. They must include a completed external review request form as specified by the Colorado Division of Insurance. The Subscriber must submit the request within four months of the completion or exhaustion of the internal appeals process. The internal appeals process is completed or exhausted upon Subscriber's receipt of notice of the adverse determination or upon Delta Dental's failure to comply with Colorado Revised Statutes §§ 10-16-113, 10-16-113.5, or Colorado Insurance Regulations 4-2-17 or 4-2-21.

Subscriber may request expedited external review. All requests must be submitted to:

**Delta Dental of Colorado
Appeals Analyst**

APPEALS AND COMPLAINTS

Internal Appeal Process - First Level Appeals:

**P.O. Box 172528
Denver, CO 80217-2528**

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. Within 45 days after the receipt of the request for external review (72 hours for expedited external review), the external review entity shall deliver a written decision to the Subscriber, Delta Dental, the provider, and the Commissioner.

INFORMATION ON POLICY AND RATE CHANGES

No change in your policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed on the policy. No agent has authority to change this policy or to waive any of its provisions except where approved by an officer of the insurer and evidenced by an endorsement on the policy or by rider or amendment to the policy signed by the insurer. Any such amendment that reduces or eliminates coverage shall have been either requested in writing or signed by your Employer.

If there are changes to the information provided in this document, we will issue revised materials to you.

DEFINITIONS

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

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: On the date the restoration is cemented in place, regardless of the type of cement used.
- For Dentures and Partial Dentures (removable partial dentures): On the date that the final appliance is first inserted in the mouth.
- For all other Services, on the date the procedure is Started.

For claim payment purposes, the date Completed will be the date when a claim is incurred.

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

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.

DEPENDENT means:

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

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

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

Persons in active military service are not eligible Dependents.

EFFECTIVE DATE is the date coverage begins

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.

EMPLOYEE means someone who works the minimum number of hours as defined by the employer.

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

MAXIMUM PLAN ALLOWANCE means the maximum allowable amount for a procedure as determined by Delta Dental.

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

POLICY means the agreement between Delta Dental and the applicant. This Policy is the whole agreement between the parties and no change is allowed unless approved by the insurer.

POLICY TERM means the time from the Effective Date of the Policy until it is terminated.

POLICY YEAR is the 365 days beginning on the Effective Date of this Policy, and each year after unless the Policy is terminated. The Policy Year is 366 days in a leap year.

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

PPO PARTICPATING PROVIDER means a provider licensed to practice who has executed a PPO Provider Agreement with Delta Dental of Colorado to participate in that program.

STARTED means:

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

SUBSCRIBER means the person in whose name the membership under the policy is established. A person who elects continued coverage and for whom the monthly Premium is paid.

**Delta Dental of Colorado
Exclusive Panel Option (EPO)**

**2019 Schedule EPO 1B
List of Patient Copayments**

*See Special Provisions on Last Page

Proc Code	<u>Procedure Code Definition</u>	Patient Co-Pay
DIAGNOSTIC CODES		
D0120	Periodic oral evaluation	\$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 (including bitewings)	\$0.00
D0220	Intraoral-periapical-first film	\$0.00
D0230	Intraoral-periapical-each additional film	\$0.00
D0240	Intraoral-occlusal film	\$0.00
D0270	Bitewing-single film	\$0.00
D0272	Bitewings-two films	\$0.00
D0273	Bitewings-three films	\$0.00
D0274	Bitewings-four films	\$0.00
D0277	Vertical bitewings-7 to 8 films	\$0.00
D0330	Panoramic film	\$0.00
D0460	Pulp vitality tests	\$0.00
PREVENTIVE CODES		
D1110	Prophylaxis-adult	\$0.00
D1120	Prophylaxis-child	\$0.00
D1206	Topical Fluoride Varnish - therapeutic application for moderate to high caries risk patients	\$0.00
D1208	Topical application of Fluoride - excluding varnish	\$0.00
D1351	Sealant-per tooth	\$0.00
D1352	Preventive Resin restoration in moderate to high caries risk patient - permanent tooth	\$0.00
D1353	Sealant Repair - Per tooth	\$0.00
D1510	Space maintainer-fixed-unilateral	\$0.00
D1516	Space maintainer-fixed-bilateral, maxillary	\$0.00
D1517	Space maintainer-fixed-bilateral, mandibular	\$0.00
D1520	Space maintainer-removable-unilateral	\$0.00
D1526	Space maintainer - removable, bilateral, maxillary	\$0.00
D1527	Space maintainer - removable, bilateral, mandibular	\$0.00
BASIC SERVICES (Restorative Codes)		
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
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

**Delta Dental of Colorado
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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	Recent inlay, onlay or partial coverage restoration	\$13.00
D2920	Recent 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	Sedative filling	\$16.00
D2950	Core buildup, including any pins	\$43.00
D2951	Pin retention-per tooth, in addition to restoration	\$10.00
D2952	Cast post and core in addition to crown	\$59.00
D2953	Each additional cast 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	Anterior (excluding final restoration)	\$110.00
D3320	Bicuspid (excluding final restoration)	\$129.00
D3330	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
BASIC SERVICES (Periodontic Codes)		
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 (including recipient and donor site) first tooth, implant or edentulous tooth position	\$124.00
D4278	Free soft tissue graft (including recipient and donor site) each additional contiguous tooth, implant or edentulous tooth position	\$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
MAJOR SERVICES (Prosthodontic Codes - Removable)		
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 retentive/clasping materials, rests and teeth)	\$243.00
D5212	Mandibular partial denture-resin base (including retentive/clasping materials, rests and teeth)	\$243.00
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
D5221	Immediate maxillary partial denture – resin base	\$238.00
D5222	Immediate mandibular partial denture – resin base	\$238.00

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D5223	Immediate maxillary partial denture – cast metal framework with resin denture bases	\$331.00
D5224	Immediate mandibular partial denture – cast metal framework with resin denture bases	\$331.00
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
D5511	Repair broken complete denture base, mandibular	\$40.00
D5512	Repair broken complete denture base, maxillary	\$40.00
D5520	Replace missing or broken teeth-complete denture (each tooth)	\$34.00
D5611	Repair resin partial denture base, mandibular	\$36.00
D5612	Repair resin partial denture base, maxillary	\$36.00
D5621	Repair cast partial framework, mandibular	\$47.00
D5622	Repair cast partial framework, maxillary	\$47.00
D5630	Repair or replace broken retentive clasping materials per tooth	\$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
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
BASIC SURGERY (Oral Surgery Codes)		
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
D7251	Coronectomy - intentional partial tooth removal	\$85.00
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

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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 (frenectomy or frenotomy)-separate procedure	\$51.00

ORTHODONTIC CODES

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
D8670	Periodic orthodontic treatment visit	\$9,999.00
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	\$213.00

MISCELLANEOUS CODES

D9110	Palliative (emergency) treatment of dental pain-minor procedures	\$18.00
D9120	Fixed partial denture sectioning	\$9.00
D9222	Deep sedation/general anesthesia - first 15 minutes	\$27.00
D9223	Deep Sedation/general anesthesia - each subsequent 15 minute increment	\$27.00
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$8.00
D9239	Intravenous moderate (conscious) sedation/analgesia - first 15 minutes	\$30.00
D9243	Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minutes	\$30.00
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	\$14.00

*** SPECIAL PROVISIONS:**

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

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

The submitted fee for any procedure NOT LISTED is the responsibility of the patient.

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

Visit Delta Dental's Website at:

www.deltadentalco.com

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

Delta Dental of Colorado

4582 South Ulster Street, Suite 800

Denver, CO 80237

Customer Service:

1-800-610-0201



**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, 2019 for a four 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, 2019

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

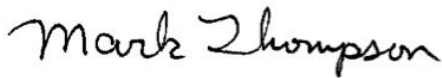
This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article III. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service 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

December 21, 2018

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.

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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 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) We will make periodic payments based on the provider’s treatment plan. Total case fees include active treatment and post treatment retention or stabilization. We will not make separate benefit for post treatment stabilization.</p> <p>d) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, Delta Dental will reduce periodic payments using its applicable processing policies.</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) Habit appliances, night guards, occlusal guards, athletic mouth guards and gnathological (jaw function) services, bite registration or analysis, or any related services.
- i) Pre-medication, analgesia, hypnosis or any other patient management services (except covered anesthetic services).
- j) Charges for prescribed drugs.
- k) Any Experimental or Investigational Procedures.
- l) Services that may otherwise be covered, but due to the patient's underlying condition would not prove successful to improve the oral health of the patient.
- m) Any procedures done in anticipation of future need (except covered preventive services).
- n) Hospital costs or any charges for use of any facility.
- o) Any anesthesia service not included in Covered Services.
- p) Grafts done in the mouth where teeth are not present.
- q) Grafts of tissues or other substances from outside the mouth into the mouth. Augmentations or implants and any associated appliances. Removal of implants or any associated Services.
- r) Myofunctional therapy or speech therapy.

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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.

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**2019 Schedule EPO 1B
List of Patient Copayments**

*See Special Provisions on Last Page

Proc Code	Procedure Code Definition	Patient Co-Pay
DIAGNOSTIC CODES		
D0120	Periodic oral evaluation	\$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 (including bitewings)	\$0.00
D0220	Intraoral-periapical-first film	\$0.00
D0230	Intraoral-periapical-each additional film	\$0.00
D0240	Intraoral-occlusal film	\$0.00
D0270	Bitewing-single film	\$0.00
D0272	Bitewings-two films	\$0.00
D0273	Bitewings-three films	\$0.00
D0274	Bitewings-four films	\$0.00
D0277	Vertical bitewings-7 to 8 films	\$0.00
D0330	Panoramic film	\$0.00
D0460	Pulp vitality tests	\$0.00
PREVENTIVE CODES		
D1110	Prophylaxis-adult	\$0.00
D1120	Prophylaxis-child	\$0.00
D1206	Topical Fluoride Varnish - therapeutic application for moderate to high caries risk patients	\$0.00
D1208	Topical application of Fluoride - excluding varnish	\$0.00
D1351	Sealant-per tooth	\$0.00
D1352	Preventive Resin restoration in moderate to high caries risk patient - permanent tooth	\$0.00
D1353	Sealant Repair - Per tooth	\$0.00
D1510	Space maintainer-fixed-unilateral	\$0.00
D1516	Space maintainer-fixed-bilateral, maxillary	\$0.00
D1517	Space maintainer-fixed-bilateral, mandibular	\$0.00
D1520	Space maintainer-removable-unilateral	\$0.00
D1526	Space maintainer - removable, bilateral, maxillary	\$0.00
D1527	Space maintainer - removable, bilateral, mandibular	\$0.00
BASIC SERVICES (Restorative Codes)		
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
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

**Delta Dental of Colorado
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**2019 Schedule EPO 1B
List of Patient Copayments**

*See Special Provisions on Last Page

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	Recent inlay, onlay or partial coverage restoration	\$13.00
D2920	Recent 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	Sedative filling	\$16.00
D2950	Core buildup, including any pins	\$43.00
D2951	Pin retention-per tooth, in addition to restoration	\$10.00
D2952	Cast post and core in addition to crown	\$59.00
D2953	Each additional cast 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	Anterior (excluding final restoration)	\$110.00
D3320	Bicuspid (excluding final restoration)	\$129.00
D3330	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
BASIC SERVICES (Periodontic Codes)		
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 (including recipient and donor site) first tooth, implant or edentulous tooth position	\$124.00
D4278	Free soft tissue graft (including recipient and donor site) each additional contiguous tooth, implant or edentulous tooth position	\$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
MAJOR SERVICES (Prosthodontic Codes - Removable)		
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 retentive/clasping materials, rests and teeth)	\$243.00
D5212	Mandibular partial denture-resin base (including retentive/clasping materials, rests and teeth)	\$243.00
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
D5221	Immediate maxillary partial denture – resin base	\$238.00
D5222	Immediate mandibular partial denture – resin base	\$238.00

**Delta Dental of Colorado
Exclusive Panel Option (EPO)**

**2019 Schedule EPO 1B
List of Patient Copayments**

*See Special Provisions on Last Page

D5223	Immediate maxillary partial denture – cast metal framework with resin denture bases	\$331.00
D5224	Immediate mandibular partial denture – cast metal framework with resin denture bases	\$331.00
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
D5511	Repair broken complete denture base, mandibular	\$40.00
D5512	Repair broken complete denture base, maxillary	\$40.00
D5520	Replace missing or broken teeth-complete denture (each tooth)	\$34.00
D5611	Repair resin partial denture base, mandibular	\$36.00
D5612	Repair resin partial denture base, maxillary	\$36.00
D5621	Repair cast partial framework, mandibular	\$47.00
D5622	Repair cast partial framework, maxillary	\$47.00
D5630	Repair or replace broken retentive clasping materials per tooth	\$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
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
BASIC SURGERY (Oral Surgery Codes)		
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
D7251	Coronectomy - intentional partial tooth removal	\$85.00
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

**Delta Dental of Colorado
Exclusive Panel Option (EPO)**

**2019 Schedule EPO 1B
List of Patient Copayments**

*See Special Provisions on Last Page

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 (frenectomy or frenotomy)-separate procedure	\$51.00

ORTHODONTIC CODES

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
D8670	Periodic orthodontic treatment visit	\$9,999.00
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	\$213.00

MISCELLANEOUS CODES

D9110	Palliative (emergency) treatment of dental pain-minor procedures	\$18.00
D9120	Fixed partial denture sectioning	\$9.00
D9222	Deep sedation/general anesthesia - first 15 minutes	\$27.00
D9223	Deep Sedation/general anesthesia - each subsequent 15 minute increment	\$27.00
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide	\$8.00
D9239	Intravenous moderate (conscious) sedation/analgesia - first 15 minutes	\$30.00
D9243	Intravenous moderate (conscious) sedation/analgesia - each subsequent 15 minutes	\$30.00
D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	\$14.00

*** SPECIAL PROVISIONS:**

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

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

The submitted fee for any procedure NOT LISTED is the responsibility of the patient.

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

APPENDIX B
PERFORMANCE GUARANTEE

2019 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.

**2019 DELTA DENTAL CONTRACT
EXHIBIT B**

ACORD Evidence of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2018

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street Suite 100 Denver, CO 80202	1-303-534-4567 CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: DenAccountTechs@imacorp.com														
INSURED Delta Dental of Colorado Colorado Dental Service Inc. dba 4582 S. Ulster St., Suite 800 Denver, CO 80237	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: FEDERAL INS CO (Chubb)</td> <td>20281</td> </tr> <tr> <td>INSURER B: TRUMBULL INS CO (Hartford Ins Co)</td> <td>27120</td> </tr> <tr> <td>INSURER C: ATLANTIC SPECIALTY INS CO (AmWins)</td> <td>27154</td> </tr> <tr> <td>INSURER D: BEAZLEY INS CO INC (AmWins)</td> <td>37540</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FEDERAL INS CO (Chubb)	20281	INSURER B: TRUMBULL INS CO (Hartford Ins Co)	27120	INSURER C: ATLANTIC SPECIALTY INS CO (AmWins)	27154	INSURER D: BEAZLEY INS CO INC (AmWins)	37540	INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 54696184

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35775020	11/12/18	11/12/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1870207861	11/12/18	11/12/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79790815	11/12/18	11/12/19	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	34WECIB0656	08/01/18	08/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors & Omissions Claims Made Retro Date: 5/18/1984			MCR1046818	11/12/18	11/12/19	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000 Deductible \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City and County of Denver, Its Officers, Agents and Employees are included as Additional Insureds as an Employer Group of Insured, Delta Dental on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of City & County of Denver on the General Liability and Workers Compensation Policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver Attn: Denver Risk Administrator 201 W. Colfax Ave., Dept. 1105 Denver, CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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alexpercy59
54696184

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
12/04/2018

NAME OF INSURED: Delta Dental of Colorado
Colorado Dental Service Inc. dba

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Crime Coverage: Policy #V2545D180101; Insurer D: See Above

Effective Dates: 11/12/2018 - 11/12/2019

\$1,500,000 Employee Dishonesty Limit; \$25,000 Deductible



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2018

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COVERAGES

CERTIFICATE NUMBER: 54696180

REVISION NUMBER:


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City and County of Denver
Still Museum 1250 Bannock St. Denver, CO 80204 are included as Additional Insureds on the General Liability Policy if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

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Effective Dates: 11/12/2018 - 11/12/2019

\$1,500,000 Employee Dishonesty Limit; \$25,000 Deductible

EXHIBIT C

City and County of Denver Logo Guidelines



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER LOGO GUIDELINES



These guidelines demonstrate how to correctly use
the City and County of Denver logo.

UPDATED 2016



CONTENTS

- 1 Who Can Use the City and County of Denver Logo**
- 2 Primary and Secondary Logos**
- 3 Clear Zone, Minimum Sizes & Typefaces**
- 4 Logo Colors**
- 5 Reverse & One-Color Usage**
- 6 Incorrect Usage**
- 7 The City Flag & the City Seal**
- 8 Offices Within the City**
- 9 Letterset**
- 10 Email Signatures & Mobile Guidelines**
- 11 Program, Venue & Event Logos**
- 12 Expanded Palette**
- 13 Expanded Palette: Suggested Usage**
- 14 Allied Organizations & Co-Branding**
- 15-16 Glossary of Terms**

TYPES OF LOGO FILES

EPS

Vector-based image that will not lose quality if scaled larger than the provided size. Available in four color process, spot color and black and white. Primarily used for professional printing.

JPEG

Both high and low-resolution pixel-based images that will lose quality if scaled larger than the provided size. Available in RGB format and black and white. Primarily used for in-house printing and for viewing on screen. This is also the preferred format for programs that are not design-based, such as Microsoft Word, Microsoft Excel, and Microsoft PowerPoint.

TYPES OF LOGO COLORS

Spot Color

Spot color printing uses pre-mixed ink colors determined by the Pantone Matching System (PMS). They accurately represent color chips provided to the print and design industry.

4 Color Process

Process printing uses four inks (cyan, magenta, yellow and black — also referred to as CMYK) printed together to create a wide spectrum of colors.

RGB Format

Colors are used in RGB (red, green and blue) format when they appear on computer or television screens.

Hex Numbers

Hexadecimal numbers or “hex” numbers are a base-16 numbering system used to define colors on web pages. A hex number is written from 0-9 and then A-F.

For copies of the logo in any format or questions about which file type you need, please contact the Denver Marketing Office at DenverMarketingOffice@DenverGov.org or 720-913-1633.



WHO CAN USE THE CITY AND COUNTY OF DENVER LOGO



The Denver D logo is available for use by city employees of the City and County of Denver for city department/agency purposes. The Denver logo may not be distributed to external entities (with the exception of the partnering agencies described below) without a licensing agreement.

The Denver D logo may be distributed to entities with which the City and County of Denver has executed a contract that includes, at a minimum, the following terms and conditions: required usage guidelines to include duration of use; purpose of use; and the corresponding collateral in which the Denver D logo will be placed. Licensing agreements may be obtained through the Denver Marketing Office and are subject to Executive Order No. 8.

For an outside entity to be considered for a licensing agreement authorizing them to use the Denver D logo, the city must be playing an active role in event or partnership or have a paid, documented sponsorship agreement. When the city does enter into a relationship as a sponsor, the sponsorship package must include phrasing that defines the acknowledgement of city support through the use of its logo to be eligible. For a copy of the city's sponsorship agreement please contact the Denver Marketing Office.

The city does not provide use of the logo for events or initiatives for which the city has supplied grant-funded support unless the event or initiative has a corresponding documented sponsorship component or agreement. If the city has provided a grant to an outside entity, that entity may recognize city support through written or spoken word unless the grant or contract providing grant funds provides otherwise.

The City and County of Denver does grant permission to use the Denver D logo to the city's exclusive partners, such as the VISIT DENVER, the Convention and Visitors Bureau and the Downtown Denver Partnership. All partnering agencies must follow the usage guidelines as described in the graphic standards. Distribution of the logo to outside entities by partnering agencies is unacceptable.



PRIMARY AND SECONDARY LOGOS



The City and County of Denver logo consists of three main elements: The primary D icon, the DENVER logotype and tagline.

Each of these elements has been custom-created and should never be recreated or re-typeset. To maintain consistency and create a strong visual identity, the Denver logo should only be used from existing digital files.

Please DO NOT use the Denver D icon without the DENVER logotype and tagline unless expressly permitted by this guide or the Denver Marketing Office.



PRIMARY LOGO

The horizontal version of the Denver logo (D icon to the left of the logotype) is the preferred logo format.

The logo utilizes the typeface Avenir Black for both DENVER and the tagline.

The distance to the right of the D icon and to left of the type should remain consistent. This distance is determined by the distance between the bottom of the tagline to the bottom of the DENVER logotype, represented by the letter X. The distance from the right edge of the D icon to the left edge of the logotype should be equal to X. The block of text in its entirety is centered vertically with the D icon.



SECONDARY LOGO

When the horizontal version of the Denver logo will not work with your space or design requirements, the secondary, stacked logo version can be used. Again, the distance between the bottom of the D icon and top of the DENVER logotype should be equal to X. The block of text in its entirety is centered horizontally with the D icon.



CLEAR ZONE, MINIMUM SIZES & TYPEFACES



CLEAR ZONE

The Denver logo should always have an area of open space or “clear zone” around it. No other graphic elements should fall within this area around the logo.

Where “X” is equal to the distance between the bottom of the tagline to the bottom of the DENVER logotype, leave at least X amount of clearance on all sides of the logo.



MINIMUM SIZES

The Denver logo should always be used at an appropriate size to make sure it is legible.

When the primary signature is used, it should be no smaller than 7/8” wide at the widest point. The secondary signature should be used no smaller than 5/8” at its widest point.

ITC Franklin Gothic Demi

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890@#\$\$%^&*!/?/;:.”{}[]()

ITC Franklin Gothic Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890@#\$\$%^&*!/?/;:.”{}[]()

TYPEFACES

The primary typeface used to accompany the Denver logo is ITC Franklin Gothic.

There are two typefaces in this family that are commonly used for Denver branded materials: Franklin Gothic Demi and Franklin Gothic Book.

Standard fonts such as Arial are permitted within documents created in programs where custom fonts are not available.








LOGO COLORS



The Denver logo color palette is comprised of five colors that represent this vibrant city.

Spot-color printing is the preferred option and should be used whenever possible. However, four-color process printing may be used when spot-color printing is not available or cost effective. When the logo is used on the on screen, the RGB format should be used and hex values should be used for the web. The Denver logo spot colors and their corresponding four-color process, RGB and hex formulas are listed below.

The color samples in this guide are just a visual representation of the colors and should not be used as an accurate color match. Actual Pantone chips should be used to match colors when printing.

	SPOT COLOR (PANTONE)	4 COLOR PROCESS (CMYK)	RGB	HEX COLOR (WEB)
 BRICK RED	PMS 1805	C 0 M 91 Y 100 K 23	R 160 G 0 B 34	#C4161C
 SKY BLUE	PMS 2925	C 85 M 24 Y 0 K 0	R 0 G 150 B 214	#0096D6
 SUNSHINE GOLD	PMS 130	C 0 M 30 Y 100 K 0	R 253 G 185 B 19	#FDB913
 MOUNTAIN PURPLE	PMS 268	C 82 M 100 Y 0 K 12	R 64 G 15 B 96	#491D74
 80% BLACK	PANTONE PROCESS 80% BLACK PMS 425	C 0 M 0 Y 0 K 80	R 88 G 89 B 91	#58595B

Pantone® is a registered trademark of PANTONE Inc.'s color matching system.

Note: Palette colors pertain to both coated and uncoated stocks



REVERSE & ONE-COLOR USAGE



15%



50%



70%

FULL-COLOR REVERSE USAGE

A reverse version of the Denver logo has been developed for use when the logo appears on black or other dark colors. The D is not actually reversed, but uses a white border to separate it from the background. The logotype and tagline are white instead of black to increase legibility.

Use the regular signature on backgrounds with a color that has a tonal equivalency of 15% or less black and the reverse signature on backgrounds with a color that has a tonal equivalency of more than 15% black.



ONE-COLOR USAGE

An alternate version of the Denver logo has been developed to be used when only one color is available.

One-color logos should only be used as an alternative to the preferred full-color version. It should not be used in four-color process printing or in RGB formats, where you can use a full-color version instead.



ONE-COLOR REVERSE USAGE

When only one color is available and the logo appears on black or another dark color, a one-color reverse usage should be used. In this version, the primary D icon is used with a white border with the colored elements reversed to the background color.



INCORRECT USAGE



DO NOT reposition the elements of the logo.



DO NOT use the one-color reversed logo where the primary icon appears in solid white (see page 5 for the correct usage).



DO NOT change the colors of the logo.



DO NOT distort or stretch the logo. Make sure it is always scaled proportionally.



DO NOT use the primary D icon as a decorative capital letter.



DO NOT place the logo on a background without sufficient contrast (see reverse applications on page 5).



DO NOT place the logo on a photographic background without sufficient contrast (see reverse applications on page 5).



DO NOT use the logo without all of the necessary elements.



DO NOT use the logo or primary icon in a way that violates the minimum clear space, especially in a co-branding situation.



DO NOT use the D icon locked up with any other typeface.



THE CITY FLAG AND THE CITY SEAL



THE CITY FLAG

The city flag graphic is not to be used as a replacement for the Denver D logo. The city flag image is to be associated only with an actual flag representing the City and County of Denver. All materials currently showcasing the city flag as a graphic image need to be phased out and replaced with the D logo (e.g., employee badges, city vehicles, brochures, etc.).

The city flag image is protected by common law rights.



THE CITY SEAL

The city seal is to be reserved for official city documents. Official documents include, but are not limited to, mayoral proclamations, legal documents and death certificates.

To the extent reasonable, city agencies and departments must transition to the updated business systems package for regular city business. The business system package includes letterhead, envelopes, and business cards which are available on the brand center. As appropriate, all marketing, informational and informal material – including websites, uniforms, brochures and other collateral material – should include the Denver D logo and exclude the city seal.

If you have any questions regarding logo usage policies please contact the Denver Marketing Office. If you have any questions regarding legal considerations around the use of the city seal, please contact the City Attorney's Office.



OFFICES WITHIN THE CITY

Offices within the city are able to use their own unique logo, as outlined below. It is also acceptable for the office to use the main City and County of Denver logo if they choose.



DEPARTMENTS AND AGENCIES

To maintain the integrity of the City and County of Denver logo when branding departments, offices and agencies within the city, the logo will still be comprised of three elements. The D icon and DENVER logotype will remain, but the name of the department will take the place of the tagline, THE MILE HIGH CITY. Please keep the DENVER logotype alignment the same as the main City and County of Denver logo.



When the name of the department is too long to fit onto one line, the text should flow to the second (or third, if applicable) line. The top of the department name will remain on the same level. Please try to split the name evenly onto two lines, and do not extend the name of the department further than approximately 50% beyond the length of DENVER. Please refer to **page 5** for reverse and one-color usage.

Please do not use the word “DENVER” in department name to avoid redundancy, and acronyms in the department name should be avoided whenever possible.



DIVISIONS WITHIN DEPARTMENTS AND AGENCIES

When branding programs that are contained within the city’s departments, offices and agencies, a new type configuration applies. The name of the program is set first in the position and ratio indicated below. The name of the parent department, office or agency moves to the second line, and always follows the word “Denver.”



If the name of the program is too long to fit onto one line, it should flow to the second line.



As with the primary Denver logo, the distance to the right of the D icon and to left of the type should remain consistent within program logos. Note that in these applications, all text elements move to align to the top of the D icon.

TAGLINES

Please do not lock up taglines, mission statements, etc. to the logo when creating an office’s identity.


EXCEPTIONS

The three divisions of the Department of Safety and Denver International Airport are the only city offices that are permitted to continue using independent logos. The Denver D logo should still be co-branded with these agencies whenever appropriate.



LETTERSET

Align letter with left side of DENVER and tagline type


1.75"

Agency/Department Name
Street Address | Denver, CO Zip
www.denvergov.org/department name
p: xxx.xxx.xxx | c: xxx.xxx.xxx | f: xxx.xxx.xxx

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

1.25"





LETTERHEAD

This letterhead has also been set up as a Microsoft® Word template.

If the document is released from multiple divisions, please typeset only the primary department/agency contact information centered across the bottom to avoid confusion and maintain the specified layout.


When typing a letter, align the left side of the text with the left side of the DENVER and tagline typography and begin typing 1.75" from the top of the page.

Leave a 1.25" margin at the bottom of the page to accommodate contact information.

<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: x-small;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #0070C0; color: white; padding: 2px; font-size: x-small;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>	<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: x-small;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #C00000; color: white; padding: 2px; font-size: x-small;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>
<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: x-small;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #4B0082; color: white; padding: 2px; font-size: x-small;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>	<div style="display: flex; justify-content: space-between; align-items: center;">  </div> <p style="font-size: x-small;"> Firstname Lastname Job Title Division, Agency/Department Name p: xxx.xxx.xxx Street Address c: xxx.xxx.xxx Denver, CO Zip f: xxx.xxx.xxx firstname.lastname@denvergov.org www.denvergov.org/agencyname </p> <div style="background-color: #FFC000; color: white; padding: 2px; font-size: x-small;"> 311 POCKETGOV.COM DENVERGOV.ORG DENVER 8 TV </div>

BUSINESS CARDS

Visit the Brand Center at www.denvergov.org/brandcenter for electronic files and pre-printed shells. Do not attempt to recreate the business card artwork. Please do not add logos or other artwork to the back of the card.



Department/Agency Name
 Division Name
 Street Address
 Denver, CO Zip

311 | POCKETGOV.COM | DENVERGOV.ORG | DENVER 8 TV

#10 ENVELOPE

Visit the Brand Center at www.denvergov.org/brandcenter for electronic files and pre-printed shells. Do not attempt to recreate the envelope artwork.

For additional templates not provided within this document (i.e. pocket folders, press releases, presentations, etc.) please contact the Denver Marketing Office.



EMAIL SIGNATURES AND MOBILE GUIDELINES



DENVER
THE MILE HIGH CITY

First Name N. Lastname | Job Title
Division, Agency/Department | City and County of Denver
p: (xxx) xxx-xxxx | name.name@xxxxxxxxxdenvergov.org

CONNECT WITH US | 311 | pocketgov.com | denvergov.org | Denver 8 TV | Facebook

EMAIL SIGNATURES

Email signatures should feature the horizontal version of the City and County of Denver logo below the email sender's information. Directly below this, the signature should additionally contain the city's four connection touch-points as illustrated in the example image on the right. This text graphic represents the four most common ways in which residents connect with the city for services, schedules, and information.

Please use a text-only version of the signature when responding to email changes so as not to unnecessarily increase the message file size. Agency or department specific logos, per page 8, are permitted in email signatures. However, it is the sole responsibility of the communications director in each department to create and distribute these templates in order to ensure that the graphic standards are maintained.

Personal quotes, background colors and patterns, etc., should not be used in the email signature. However, department mission statements are acceptable when necessary. It is also permissible to add certain standardized language, such as legal disclosure policies or requests to minimize paper usage.

Please note that Arial is used in place of Franklin Gothic in this application because it is a web-safe font.

Please refer to the [Denver Brand Center](#) to properly set up your email signature.



APP ICONS

Departments, agencies, divisions and programs within the City and County of Denver may have the opportunity to create mobile apps. When doing so, any primary, secondary or accent color can be utilized.

Glyph icons are used for mobile application toolbars, splash screens, navigation, and menus. Mobile application glyph icons must be designed as monochromatic symbols with an emphasis on minimalism and simplicity. Mobile app icons must provide easy recognition in formats as small as 32 x 32 pixels and must adhere to all size standards provided by the specific mobile application framework (iOS, Android, Windows Phone, etc.). They should be developed in vector format to be scalable up or down, depending on the required specifications.

The app icon should feature a simple, representative image reversed out on a city color. The icon should feature a solid color border and an embossed effect to give it dimension. Examples are at left; please note that customized icons should be approved by the Denver Marketing Office before they are used.



PROGRAM, VENUE AND EVENT LOGOS



Any office operating solely under the City and County of Denver, exclusively funded with taxpayer dollars and/or at the direction of the mayor should be using the Denver D as its primary logo. However, there are instances when a city program, venue or event may merit its own visual identity, such as in the case of a partnership with an external entity, when the initiative needs to be marketed broadly, or when legal or political considerations make the Denver D less preferred. In those scenarios, some basic quality assurances should be considered.

Please contact the Denver Marketing Office before a new logo is created.

Some guidelines to consider when designing a new program identity:

■ Logos & Symbols

Style matters. The symbol reflects Denver's energy, the amazing weather, outdoor lifestyle and economic vitality through the incorporation of the shining sun, blue skies, majestic mountains and downtown landscape. When creating a new program identity, try to be compatible with the design feel established by the Denver "D" icon.

■ Brand Recognition

It's important for our audiences to understand which programs are affiliated with the city. Please use the City and County of Denver logo and identity prominently on all materials. In applications where the Denver D cannot be featured prominently, such as on an independent website, please include prominent text explaining the affiliation with the city (e.g. "Red Rocks Amphitheater is a proud venue of the City and County of Denver.")

■ Co-Branding

Consider what other logos will appear with the new one and try to complement, instead of compete with them.

■ Color Palette

Always use colors from the approved palette. See page 12 for expanded colors.

■ Typefaces

When it comes to font personality, a little goes a long way. Try to stay within the Franklin Gothic font family when possible.

■ Simplification

Logos should rarely have more than a couple colors and distinct elements (mark, typeface, tagline).

■ Scalability

Logos should have the ability to be used in very large or very small formats, meaning that high resolution versions should be developed and too many elements should be avoided.

■ Section 508 Web Color Contrast

Web Content Accessibility Guidelines (WCAG 1.0) require that there be a sufficient level of tonal contrast between colors so that low-vision users can read content on colored backgrounds. Guidelines for ensuring color combinations include:

- Select color combinations that can be differentiated by users with color deficiencies;
- Use tools to see what color combinations will look like when in black and white as seen by color-deficient users;
- Ensure that the lightness contrast between foreground and background colors is high;
- Increase the lightness contrast between colors on either end of the spectrum (e.g., blues and reds); and
- Avoid combining light colors from either end of the spectrum with dark colors from the middle of the spectrum.

Please contact the Denver Marketing Office with any questions regarding program identity best practices.



EXPANDED PALETTE



Although the main logo is comprised of five colors, city programs may use colors in the expanded palette for identity development and other graphic design. The expanded palette includes four secondary colors and four accent colors.

PRIMARY PALETTE

SPOT COLOR (PANTONE)



PMS 1805

BRICK RED



PMS 2925

SKY BLUE



PMS 130

SUNSHINE GOLD



PMS 268

MOUNTAIN PURPLE



PANTONE
PROCESS
80% BLACK

80% BLACK

SECONDARY PALETTE

SPOT COLOR (PANTONE)



PMS 384

YELLOW GREEN



PMS 294

BRIGHT BLUE



PMS 152

ORANGE



PMS 180

RED ORANGE

4 COLOR PROCESS (CMYK)

C 18
M 0
Y 100
K 31

C 100
M 58
Y 0
K 21

C 0
M 51
Y 100
K 1

C 0
M 79
Y 100
K 11

RGB

R 159
G 166
B 23

R 0
G 85
B 150

R 243
G 144
B 29

R 217
G 83
B 30

HEX COLOR (WEB)

#9FA617

#005596

#F3901D

#D9531E

ACCENT COLORS



PMS 296

NAVY

C 100
M 46
Y 0
K 70

R 0
G 45
B 86

#002D56



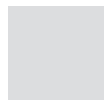
PMS 7496

BRIGHT GREEN

C 40
M 0
Y 100
K 38

R 109
G 141
B 36

#6D8D24



PMS 420

LIGHT GRAY

C 0
M 0
Y 0
K 15

R 220
G 221
B 222

#DCDDDE



PMS 7501

CREAM

C 0
M 4
Y 20
K 6

R 241
G 227
B 197

#F1E35C

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Note: Palette colors pertain to both coated and uncoated stocks



EXPANDED PALETTE: SUGGESTED USAGE



When selecting colors for a new program identity, please choose from the primary and expanded palette.

While it is not required to use a primary palette color, it is recommended to maintain brand recognition throughout subbrands.

Example Palette 1



Example Palette 2



You may use up to all four colors in the secondary palette, but please do not exceed five colors overall in identity development.

Example Palette 3



Example Palette 1



If you are using one or more accent color (up to three), please use at least one color from the primary or secondary palette.

Example Palette 2



Do not use a color from the accent palette as the dominant color in the application.

Example Palette 3





ALLIED ORGANIZATIONS AND CO-BRANDING

EXISTING ALLIED ORGANIZATIONS

It is recognized that there are several organizations that are closely aligned with the City and County of Denver, which each have their own brand personality. Examples of these organizations include the Denver Zoo, the Denver Botanic Gardens, Denver Water, and Denver Public Schools. These organizations are not required to rebrand to align with the new branding standards.

DENVER BOTANIC
GARDENS

x



.75 x

ALLIED ORGANIZATION CO-BRANDING WITH THE CITY OF DENVER

Allied organizations with their own brand personality are not required to include the City and County of Denver logo on their collateral. However, if they decide to do so and have met the requirements outline on page 1, the City and County of Denver logo usage must comply with this guide and it must visually be at least 75% of the allied organization's logo. Additionally, please do not lockup the allied organization and City and County of Denver's logo, or use parts of the Denver logo within the allied organization's logo. Maintain clear space defined on **page 3**.



DENVER BOTANIC
GARDENS



(Maintain clear area defined on p. 3)

CO-BRANDING PARTNERING AGENCIES AND SPONSORS

The City and County of Denver often partners with outside entities to promote a program or service. When partnering with outside organizations it is acceptable, if granted permission by both entities, to place their logos side by side with the Denver D.



GLOSSARY OF TERMS

Accent Color — A palette chosen to accent or support main colors utilized in identity development.

Clear Zone — Logo guidelines often specify a clear zone surrounding the logo. No other art or type should encroach on the clear zone.

Co-Branding — If two logos appear together to imply a cooperative effort, it is called co-branding. Logos used in co-branding should always respect the necessary clear space surrounding each logo.

Digital File — Digital files that are prepared by graphic designers to be printed or to be uploaded to web sites.

Foreground — The visual plane in an image closest to the viewer.

Four-Color Process — Process printing uses four inks (cyan, magenta, yellow and black — also referred to as CMYK) printed together to create a wide spectrum of colors.

Graphic Standards — An organization's requirements for reproducing its graphics and branding elements on all surfaces.

Glyph Icons — A graphic symbol that provides the appearance or form for a character. A glyph can be an alphabetic or numeric font or some other symbol that pictures an encoded character.

Hex Colors — Hexadecimal numbers or "hex" numbers are a base-16 numbering system used to define colors on web pages. A hex number is written from 0-9 and then A-F.

Lockup — The final form of a logo and a icon with all of the elements locked in their relative positions. For the sake of maintaining consistency in all mediums and to create a sense of cohesion between the elements, the lockup should not be taken apart or altered in any way.

Logotype — Logotype refers specifically to a word integrated into the logo.

Mobile Application — Also known as an app, a mobile application is a term used to describe software that runs on smart phones and mobile phones.

Monochromatic — Containing or using only one color.

Navigation — A user interface element within a webpage that contains links to other sections of the website.

Pixels — A physical point in a raster image, or the smallest addressable element in a display device; so it is the smallest controllable element of a picture represented on the screen.

Primary Icon — An organization's predominant mark; the preferred logo to be used on collateral.

Primary Palette — The main colors that comprise an organization's identity.

Raster Image — In computer graphics, a raster image, or bitmap, is a dot matrix data structure representing a generally rectangular grid of pixels, or points of color, viewable via a monitor, paper, or other display medium. Raster images are stored in image files with varying formats.

Re-Typeset — To re-typeset essentially means to re-type. It is never acceptable to re-type the words in a logo or tag line; instead always use the artwork provided.

Reverse Logo — A reverse logo is used when a logo appears on a dark background color that doesn't provide enough contrast. In order to make the logo more legible, the logo colors are changed to white.

RGB Format — Colors are used in RGB (red, green and blue) format when they appear on computer or television screens.

Scalable — An icon or logo's ability to be reduced or blown up in size.

Secondary Palette — Colors chosen to support the primary palette in an organization's identity.



GLOSSARY OF TERMS CONTINUED

Splash Screen — An image that appears while a computer program is loading. It may also be used to describe an introduction page on a website.

Spot Color — Spot color printing uses pre-mixed ink colors determined by the Pantone Matching System (PMS). They accurately represent color chips provided to the print and design industry.

Tagline — Tagline refers to a few word description that often accompanies a logo to make it more descriptive.

Tonal Contrast — The difference between the light and dark areas in a composition.

Typeface — Typeface is the same as “font.” A font or typeface is a professionally designed alphabet. Most logo guidelines specify the typeface to use with the logo.

Typesetting — Before computers became a part of design and printing, words were prepared for print by manually setting individual letters in the right sequence: “typesetting.” The term is still used to describe preparation of letters and words for print. If you choose a font and letter size for placement in a document, you are “typesetting.”

Vector — An image made up of solids, lines and curves that can be scaled or edited without affecting image resolution.

Web-Safe Font — A set of fonts that appear on a large percentage of computers. Common Web-safe fonts include: Arial, Courier New, Times New Roman, Georgia, Trebuchet, and Verdana.