

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

819



FROM: Human Resources Department

SUBMITTAL DATE:
August 16, 2012

SUBJECT: 2013 County of Riverside Dental Plan Rates; 2011-2014 Dental Renewal Agreement with Riverside and Hospitality Dental Group; and Local Advantage Dental Plans Summary Plan Documents

RECOMMENDED MOTION: That the Board of Supervisors 1) approve the County's 2013 Dental Plan rates (Attachment A); 2) ratify and approve the renewal agreements with Riverside and Hospitality Dental Groups (Attachment B-C), for the period of January 1, 2011 through December 31, 2014; 3) approve the Local Advantage Network Fee Schedule (Attachment B-C, Exhibit 2) and First Dental Health Fee Schedule (Attachment D), effective January 1, 2013; 4) ratify and approve the Local Advantage plans revised Summary Plan Document (Attachment B-C, Exhibit 3), for the period of January 1, 2011 through December 31, 2014; 5) authorize the Chairperson to sign four (4) copies of each renewal agreement and Summary Plan Document; and 6) retain one (1) copy of each signed document and return three (3) copies to Human Resources for distribution.

Barbara A. Olivier
Barbara A. Olivier
Asst. County Executive Officer/Human Resources Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Employee and Retiree Dental Insurance Premiums	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Ivan M. Chand
BY: Ivan M. Chand 8/16/2012

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Tawny V. Mieu* 8/16/12
DATE: 8/16/12
Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: August 28, 2012
xc: H.R.

Kecia Harper-Ihem
Clerk of the Board
Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.: 3.28 on July 31, 2012 | **District:** All | **Agenda Number:**

3.62

ATTACHMENTS FILED

BACKGROUND:

On July 31, 2012 the Board approved the 2013 Medical and Vision Plan rates. The dental plan rates for the County's Delta Dental and Local Advantage dental plans are provided in (Attachment A), for the 2013 plan year.

Delta Dental

Delta Dental PPO and Delta Dental Premier plans feature freedom of choice to visit any dentist and receive lower out-of-pocket cost when services are provided by contracted providers. Since January 2011, the County has offered a higher level (Plan 10A) benefit HMO and a lower level (Plan 11A) benefit HMO option to meet the needs of County employees. Delta Dental has successfully managed the County's dental plans and contracted with new and local service providers throughout Riverside County, including the Blythe area. Delta Dental HMO plan rates will remain unchanged for the 2013 plan year.

The Delta Dental PPO plan is a County self-funded dental plan. Although underwriting supports a 2% premium rate increase for 2013 for the PPO plan, due to favorable rate guarantees negotiated with Delta Dental at inception of the contract, Human Resources recommends a drawdown of \$153,600 in funding reserves (3.3% of available reserves) to offset the suggested increase and leave the rates unchanged for the Delta Dental PPO plan for the 2013 plan year. No benefit plan changes are recommended at this time.

Local Advantage

The Local Advantage plans are County self-insured dental plan options administered by American Dental Professional Services (ADPS). The Local Advantage plans utilize local providers including Riverside Dental Group and Hospitality Dental group.

The attached agreements (Attachment B-C) renew the participation of the two dental provider network groups, Riverside Dental Group and Hospitality Dental Group, which were originally contracted under the Local Advantage dental plan at the plan's inception in January 1999. There are approximately 881 active employees and retirees enrolled in the County's Local Advantage Plus and Local Advantage Blythe plans.

The Local Advantage plans, Riverside and Hospitality Dental Groups fee schedule (Attachment B-C, Exhibit 2) have been reduced to more closely align dental services and procedures among the dental plan options offered by the County. Fee schedule changes for the 2013 plan year are paid by member claims and plan utilization.

Since January 4, 2001, the Local Advantage plans have utilized First Dental Health (FDH) as an expanded provider network management entity, to provide dental services to participants who reside in remote areas. FDH's network of dental care providers have agreed to provide dental services without an increase to the fee schedule (Attachment D). The final 2013 Fee Schedule is pending updates from the American Dental Association (ADA), which issues new Codes (or procedures) each year mandated by Health Insurance Portability and Accountability Act. Changes issued by the ADA that could impact the 2013 fee schedule may include new procedures or codes being added with reduced fees and some procedures or codes being eliminated.

The final 2013 Fee Schedule will be available in October 2012. While the finalization of the fee schedule is pending, employees may contact the Local Advantage plans for specific dental procedure fees. There is no direct cost to the County associated with the recommended action.

**Form 11 – 2013 Dental Plan Rates; Riverside and Hospitality Dental Group Renewal Agreement;
Local Advantage Dental Plans Summary Plan Documents
August 16, 2012
Page 3**

The Local Advantage Summary Plan Documents (Attachment B-C, Exhibit 3) have been revised to reflect the contract period beginning January 1, 2011 through December 31, 2014. No further changes were made. There is no direct cost to the County associated with this recommended action.

County of Riverside
2013 Dental Plan Renewal Rates

2013 Rates	Enrollment	2012 Current	2013 Renewal	Monthly Dollar Increase	Percent Increase
Local Advantage - Plus					
Single	481	\$47.68	\$47.68	\$0.00	0.0%
Two-Party	169	\$94.90	\$94.90	\$0.00	0.0%
Family	210	\$140.52	\$140.52	\$0.00	0.0%
Sub-total	860	\$68,481.38	\$68,481.38	\$0.00	0.0%
Local Advantage - Blythe					
Single	12	\$34.02	\$34.02	\$0.00	0.0%
Two-Party	4	\$61.56	\$61.56	\$0.00	0.0%
Family	5	\$94.32	\$94.32	\$0.00	0.0%
Sub-total	21	\$1,126.08	\$1,126.08	\$0.00	0.0%
DeltaCare USA DHMO - High Option Plan (10A)					
Single	3,011	\$20.34	\$20.34	\$0.00	0.0%
Two-Party	1,482	\$29.98	\$29.98	\$0.00	0.0%
Family	2,104	\$46.00	\$46.00	\$0.00	0.0%
Sub-total	6,597	\$202,458.10	\$202,458.10	\$0.00	0.0%
DeltaCare USA DHMO - Low Option Plan (11A)					
Single	507	\$15.24	\$15.24	\$0.00	0.0%
Two-Party	194	\$21.98	\$21.98	\$0.00	0.0%
Family	232	\$33.08	\$33.08	\$0.00	0.0%
Sub-total	933	\$19,665.36	\$19,665.36	\$0.00	0.0%
Delta Dental PPO					
Single	1,959	\$43.58	\$43.58	\$0.00	0.0%
Two-Party	1,121	\$78.02	\$78.02	\$0.00	0.0%
Family	1,549	\$113.68	\$113.68	\$0.00	0.0%
Sub-total	4,629	\$348,923.96	\$348,923.96	\$0.00	0.0%
ANNUAL TOTAL	12,159	\$7,687,859	\$7,687,859	\$0	0.0%

ATTACHMENT B

**LOCAL ADVANTAGE PLUS DENTAL PLAN
CONTRACTOR AGREEMENT**

BETWEEN

COUNTY OF RIVERSIDE

AND

**IRVING M. FELDKAMP, DDS, INDIVIDUALLY AND DBA HOSPITALITY DENTAL
GROUP; MICHAEL P. BOYKO, DDS, A PROFESSIONAL CORPORATION, DBA
HOSPITALITY DENTAL GROUP, RIVERSIDE; AND FELDKAMP HOSPITALITY
DENTAL GROUP, A GENERAL PARTNERSHIP**

ATTACHMENT C

**LOCAL ADVANTAGE PLUS DENTAL PLAN
CONTRACTOR AGREEMENT**

BETWEEN

COUNTY OF RIVERSIDE

AND

ELIAS, ELLIOTT, LAMPASI, FEHN, HARRIS and NGUYEN, A PROFESSIONAL CORPORATION, DBA RIVERSIDE DENTAL GROUP; RIVERSIDE DENTAL GROUP AT WOODCREST; THE OASIS FAMILY DENTAL; DESERT DENTAL SPECIALTY GROUP; DENTAL ASSOCIATE OF CORONA; DENTAL ASSOCIATES OF RIVERSIDE; AND DENTAL ASSOCIATES OF MORENO VALLEY

County of Riverside

**LOCAL ADVANTAGE PLUS DENTAL PLAN
CONTRACTOR AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND**

**IRVING M. FELDKAMP, DDS, INDIVIDUALLY AND DBA HOSPITALITY DENTAL GROUP;
MICHAEL P. BOYKO, DDS, A PROFESSIONAL CORPORATION, DBA HOSPITALITY
DENTAL GROUP, RIVERSIDE; AND FELDKAMP HOSPITALITY DENTAL GROUP, A
GENERAL PARTNERSHIP**

This Agreement is made by and between the **County of Riverside** (hereafter "County"), a political subdivision of the State of California, and Irving M. Feldkamp, DDS, individually and dba **Hospitality Dental Group**, Michael P. Boyko, DDS, a Professional Corporation, dba **Hospital Dental Group, Riverside**, and **Feldkamp Hospitality Dental Group**, a General Partnership, (hereafter collectively "Contractor"), with reference to the following facts:

WHEREAS, County has developed the Local Advantage Plus Dental Plan ("Plan") to provide dental care services to the employees of Riverside County; and,

WHEREAS, Contractor is a dental care provider capable of providing services for the County; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Dental Care Services as utilized by County during the term of this Agreement; now, therefore,

NOW, THEREFORE, in consideration of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

1.1 Agreement – this Agreement for the provision of services for the Plan providing dental benefits and claims payments, and all attachments, addendums and amendments hereto.

1.2 Covered Services – those services for which Plan Benefits are provided under and subject to the terms and conditions of the Plan.

1.3 Dental Care Services – the necessary dental services to which Members are entitled under the Plan.

1.4 Director– the Director of Human Resources for Riverside County, or his or her designee.

1.5 Member – any eligible beneficiary who has enrolled in the County Local Advantage Plus Dental Plan for whom the County provides Dental Care Services.

1.6 Participating Provider – any provider with whom County or Contractor has a contract or arrangement with respect to payment for services performed for persons enrolled in the Plan.

1.7 Plan – the Benefits established by the County for the purpose of providing certain dental care benefits, as described in the Summary Plan Description, for its Participants, which is marked as Exhibit 3 and is incorporated herein by reference.

1.8 Plan Benefits – all benefits of whatever nature payable to a Participant or a Participating Provider under and subject to the terms and conditions of the Plan.

1.9 Provider – any duly licensed dental care provider for whose services the County is obligated to pay under the terms of the Plan.

1.10 State – the State of California.

1.11 Summary Plan Description (“SPD”) – a document that describes the eligibility, enrollment rules, how the plan works, covered services, limitations and exclusions, termination, continuation of coverage and third party payments to be administered by the Claims Administrator, and provided to the eligible members marked as Exhibit 3, attached hereto, and incorporated herein by reference.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those Dental Care Services which are in accordance with this Agreement. Contractor is responsible for coordinating the provision of Dental Care Services.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All County operating procedures shall apply, including eligibility verification, pre-certification, and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to Dental Care Services and provide for reasonable hours of operations in compliance with County established standards for access and availability, and in accordance with community standards.

2.3 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of Contractor. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of Member's need for or utilization of Dental Care Services. Contractor shall not refuse or fail to provide Dental Care Services to any Member.

2.4 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by County and all applicable state and federal laws and regulations relating to the delivery of Dental Care Services and in accordance with community standards. Qualified dental providers shall render Dental Care Services. All Dental Care Services shall be provided in accordance with generally accepted industry standards. Contractor agrees to maintain and demonstrate to County, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of Dental Care Services by Contractor under this Agreement.

2.5 ASSURANCE OF MEMBER CARE - Dental Care Services shall be rendered by qualified dental providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with County concerning its respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.6 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide Dental Care Services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.7 CITATIONS - Contractor shall notify County in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard, any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement.

2.8 QUALITY ASSURANCE (QA) PROGRAM - Contractor shall implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms to generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.9 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify County immediately, upon its knowledge of a complaint by a Member. The Contractor's grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute, or upon the period required by applicable law, whichever is less. Contractor agrees to cooperate with County in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of County. At no time shall a Member's dental condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the

independence of the decision making process to resolve any disputes between Member and the provider of service.

2.10 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide Dental Care Services to Members meet the standards set by County, and are consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.11 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures County that contractual commitments to other competitive dental plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Dental Care Services to Members.

2.12 NONDISCRIMINATION - Contractor represents and assures that Dental Care Services are provided to Members in the same manner and quality as such services are provided to Contractor's other patients. Members shall not be subject to any discrimination whatsoever by Contractor regarding access to Dental Care Services.

Contractor agrees to comply with the provisions of Title 2 of the California Code of Regulations ("CCR") Section 8107 et seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of Clause (b) of Section 8107 of Title 2 of the CCR shall be applicable for this Agreement.

2.13 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12101 et seq.) and the Drug Free Workplace Act of 1990 (California Government Code Section 8355 et seq.). Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.14 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS
On an annual basis, Contractor shall identify the names of the following persons by listing them on Exhibit 1 of this Agreement, attached hereto and incorporated herein by this reference.

- A. Contractor officers;
- B. Contractor owners, including parent corporation(s);
- C. Stockholders owning greater than 10% of any stock issued by Contractor;
- D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify County within thirty (30) days of any changes in the information in Exhibit 1.

2.15 AVAILABILITY OF SERVICES - Contractor agrees to provide County with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractor's services.

2.16 PROVISION OF INFORMATION - Contractor shall provide County and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.17 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable County to fulfill its reporting and other obligations under the Agreement.

2.18 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the County.

3.0 DUTIES OF COUNTY

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the dental needs of Member require otherwise, County agrees to use Contractor for the provision of Dental Care Services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with this Agreement.

3.3 MEMBER SERVICES - County agrees to provide Members with information about the Plan and its network of dental providers.

3.4 BENEFIT INFORMATION - County agrees to apprise all Members concerning the type, scope and duration of benefits and services to which such Members are entitled under the Plan. This includes, but it not limited to, written notification to Members of Dental Care Services available, and changes in the availability or location of Dental Care Services being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. County shall provide necessary training regarding County policies and procedures within five (5) business days of receipt of written request for assistance from Contractor.

3.6 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill County, or its representative, within sixty (60) days from the date of service. Contractor agrees to provide County, or its representative, with all information necessary to verify and substantiate the provisions of and charges for Dental Care Services.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by County, or for services not covered under the Plan. Contractor shall advise Member, in writing, of his/her payment responsibility, if any, prior to rendering non-covered Dental Care Services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he/she will be responsible for the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein shall not be affected by this Agreement or its termination.

4.3 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by County, insolvency of County, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for Dental Care Services provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.4 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members.

County or its representative shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members, and County shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with County with coordination of benefits.

In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Exhibit 3. Unless Member has other dental insurance coverage, Contractor accepts payment from County for Dental Care Services as provided herein as full payment for such Dental Care Services and shall at no time seek compensation from Members.

4.5 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of Dental Care Services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.6 COMPENSATION - County or its representative are not responsible to pay Contractor directly. Contractor is paid based on a fee schedule, attached hereto as Exhibit 2, which may be amended from time to time in accordance with the scheduled rates provided by the County's contracted Third Party Administrator for the Local Advantage Plans. An amendment to the fee schedule can be submitted for approval if both the County and Contractor agree to the terms, once the County's outside consulting firm and Third Party Administrator confirms the request is reasonable due to utilization and current market value based on reasonable and customary charges. The amendment will require Board of Supervisor approval to become effective.

4.7 ADEQUACY OF COMPENSATION - Contractor shall accept the fee schedule rate provided by the County, its representative or contracted Third Party Administrator for the Local Advantage Plans as payment in full for all Dental Care Services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments in accordance with the fee schedule to Contractor, whether from County's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for Dental Care Services. Contractor's prohibition regarding the collection of payments from Members for services covered by the Plan shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate records and information as reasonably necessary so that County may properly administer the Plan and consistent with state and federal law. Contractor

shall retain such records for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 COMPLIANCE WITH HIPAA AND HITECH - Contractor is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto. Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA and HITECH. Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA and HITECH, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

5.4 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the County, or state and/or federal regulators. Records shall include, without limitation, Member patient records (subject to applicable state and federal law governing the confidentiality of health records), and/or financial records pertaining to the cost of operations and income received for Dental Care Services rendered to Members. The Contractor upon reasonable request by County shall make such records available at all reasonable times. Contractor shall maintain its books and records in accordance with general standards for books and record keeping.

5.5 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and meetings involving County may be subject to the public records and meetings laws and regulations of the State of California.

6.0 INSURANCE AND INDEMNIFICATION

6.1 Requirements of Contractor Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

6.2 Workers' Compensation If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

6.3 Commercial General Liability Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.4 Vehicle Liability If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

6.5 Professional Liability Insurance Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

6.6 General Insurance Provisions - All lines:

A. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less

than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- B. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- C. Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- D. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- E. The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures

(such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- F. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- G. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- H. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

6.7 Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "County's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Contractor shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County's Indemnified Parties in any claim or action based upon such liability.

6.8 With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

6.9 Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

6.10 The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

6.11 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES – County and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this period, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this period, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of January 1, 2011, and shall continue in effect for four (4) years, until December 31, 2014, unless terminated as provided herein.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

- A. Breach of Material Term and Failure to Cure – County's breach of any material

term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.

B. Insolvency of County - including the filing of bankruptcy by County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY -

The following shall constitute cause for immediate termination of this Agreement by County:

- A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services - Failure of Contractor to provide Dental Care Services to Members as authorized herein.
- C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.
- D. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.
- E. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.
- F. Insolvency of Contractor - including the filing of bankruptcy of Contractor.
- G. Discontinuance of Plan by County - discontinuance of the offering of the Plan as a dental care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least sixty (60) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist County in the transfer of Member dental care by making available copies of health records, patient files and other pertinent information necessary for efficient case management of Members.

10.2 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with County for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the Plan receiving Dental Care Services shall be Members of the Plan. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members,

administrative service manuals and all forms related thereto, and records, files (other than patient health files) and lists contained in Contractor and County files. Contractor acknowledges that County believes that all such information is confidential and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of County or the Member. Nothing contained herein abrogates the right of the Member to disenroll from the Plan.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner as specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their enrollments with the Plan or to encourage Members to participate in another dental services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of the Plan as an indication of Contractor's willingness to provide Dental Care Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list County in any informational material distributed, displayed or advertised, listing County as a participating client.

11.7 USE OF NAMES AND TRADEMARKS - County and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY OF RIVERSIDE:

County Administrative Center
4080 Lemon Street, 1st floor
Riverside, CA 92501
Attn: Stacey M. Beale, Human Resources
Division Manager

CONTRACTOR:

Feldkamp Hospitality Dental Group
164 W. Hospitality Lane, Suite 14
San Bernardino, CA 92412-6950
Attn: Dr. I.M. Feldkamp, III

Irving M. Feldkamp, DDS, dba
Hospitality Dental Group
164 W. Hospitality Lane, Suite 14
San Bernardino, CA 92412-6950
Attn: Dr. I.M. Feldkamp, III

Michael P. Boyko, DDS, a Professional
Corporation, dba Hospitality Dental
Group, Riverside
4942 Arlington Ave, Suite A
Riverside, CA 92504

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is not in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 ENTIRE AGREEMENT - This Agreement (together with all exhibits hereto), and any requirements promulgated by County or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by County or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder.

12.7 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all Dental Care Services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be

construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any exhibits hereto.

[Remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

ATTEST:

Clerk of the Board
Kecia Harper-Ihem

By: [Signature]
Deputy

Date: AUG 28 2012

COUNTY OF RIVERSIDE:

By: [Signature]
Chairman, Board of Supervisors
JOHN TAVAGLIONE

Date: AUG 28 2012

Approved as to form:

Pamela J. Walls
County Counsel

By: [Signature]
Deputy County Counsel

CONTRACTOR: Irving M. Feldkamp, DDS, individually and dba Hospitality Dental Group

By: [Signature]

Print Name: Irving M. Feldkamp

Title: INDIVIDUAL AND OWNER

Date: 9.15.12

CONTRACTOR: Feldkamp Hospitality Dental Group, a General Partnership

By: [Signature]
Michael P. Boyko, DDS, Partner

Date: 9.14.12

CONTRACTOR: Michael P. Boyko, DDS, a Professional Corporation, dba Hospitality Dental Group, Riverside

By: [Signature]
Print Name: Michael P Boyko

Title: OWNER AND PRESIDENT

Date: 9.14.12

By: [Signature]
Irving M. Feldkamp III, DDS, Partner

Date: 9.15.12

EXHIBIT 1-A

Name of Business: Irving M. Feldkamp, DDS, individually and dba Hospitality Dental Group

OWNERSHIP INFORMATION

Check One:

Corporation

Partnership

Sole Proprietorship (As listed below)

Other (please describe): _____

Locations:

1. 14285 S. 7th Street, Victorville, CA 92392
2. 77-900 Fred Warning Drive, Palm Desert, CA 92260
3. 69-730 Hwy 111, Rancho Mirage, CA 92270
4. 8325 Haven Avenue, Suite 130, Rancho Cucamonga, CA 91730
5. 164 West Hospitality Lane, Suite 14, San Bernardino, CA 92408

Names of owners who have greater than 10% ownership/interest and their ownership interest percentage:

<u>Name</u>	<u>Title</u>	<u>Ownership % (as applicable)</u>
Irving M. Feldkamp III, DDS	Owner	100% for locations 1 – 5

*If corporation is publicly traded on a US stock market, indicate "Publicly Traded Corp."

EXHIBIT 1-B

Name of Business: **Feldkamp Hospitality Dental Group**

OWNERSHIP INFORMATION

Check One

Corporation

Partnership X

Sole Proprietorship

Other (please describe): _____

Location: 69-730 Hwy 111, Rancho Mirage, CA 92270

Names of owners who have greater than 10% ownership/interest and their ownership interest percentage:

<u>Name</u>	<u>Title</u>	<u>Ownership % (as applicable)</u>
Irving M. Feldkamp III, DDS	Owner	90 %
Michael P. Boyko, DDS	Owner	10 %

*If corporation is publicly traded on a US stock market, indicate "Publicly Traded Corp."

EXHIBIT 1-C

Name of Business: **Michael P. Boyko, DDS, a Professional Corporation, dba Hospitality Dental Group, Riverside**

OWNERSHIP INFORMATION

Check One:

Corporation

Partnership

Sole Proprietorship:

Other (please describe): _____

Location: 4942 Arlington Avenue, Suite A, Riverside, CA 92504

Names of owners who have greater than 10% ownership/interest and their ownership interest percentage:

<u>Name</u>	<u>Title</u>	<u>Ownership % (as applicable)</u>
Michael P. Boyko, DDS	Owner	100%

*If corporation is publicly traded on a US stock market, indicate "Publicly Traded Corp."

EXHIBIT 2
FEE SCHEDULE

LOCAL ADVANTAGE REIMBURSEMENT SCHEDULE

ADA	DESCRIPTION- GP				
DIAGNOSTIC & PREVENTIVE					
150	INITIAL EXAMINATION	\$37.47	\$37.47	\$37.47	\$0.00
9310	PERIO INITIAL EXAM	\$93.68	\$60.00	\$60.00	\$0.00
120	PERIODIC/RECALL EXAM	\$32.79	\$32.79	\$32.79	\$0.00
9430	OFFICE VISIT	\$60.89	\$60.89	\$60.89	\$0.00
140	LIMITED EVAL - Problem	\$40.93	\$25.00	\$25.00	\$0.00
9440	PROFESSIONAL VISITS	\$121.78	\$121.78	\$121.78	\$0.00
4110	PERIO EVAL/TX PLAN	\$51.52	\$51.52	\$51.52	\$0.00
1120	PROPHYLAXIS-CHILD	\$53.56	\$58.00	\$58.00	\$0.00
1110	CLEANING-ADULT	\$63.86	\$70.00	\$70.00	\$0.00
1203	Flouride Child	\$7.33	\$29.00	\$29.00	\$0.00
1204	Flouride Adult	\$18.54	\$26.00	\$26.00	\$0.00
1351	SEALANT PER TOOTH	\$35.60	\$35.60	\$35.60	\$0.00
9110	EMERGENCY TREATMENT	\$79.63	\$79.63	\$79.63	\$0.00
2970	TEMP/TREATMENT CROWN	\$180.00	\$180.00	Not Covered	\$180.00
220	DIGITAL XRAY-SINGLE	\$20.61	\$20.61	\$20.61	\$0.00
230	DIGITAL X-RAY ADDTL	\$16.86	\$16.86	\$16.86	\$0.00
210	DIGITAL FMX	\$103.00	\$103.00	\$103.00	\$0.00
272	DIGITAL XRY-2 BWX	\$37.08	\$37.08	\$37.08	\$0.00
274	DIGITAL XRAYS-4 BWX	\$51.50	\$51.50	\$51.50	\$0.00
240	INTRAORAL OCCLUSAL	\$28.10	\$28.10	\$28.10	\$0.00
330	PANOREX X-RAY	\$70.26	\$67.00	\$67.00	\$0.00
ORAL SURGERY - GP& Pedo					
		2012	2013	2014	2015
7111	EXT DICIDUOUS	\$96.31	\$96.31	\$86.68	\$9.63
7140	EXT, SINGLE, ADD, ROOT TIP	\$96.31	\$85.00	\$76.50	\$8.50
7120	EXTRACTION ADDITIONAL	\$96.31	\$96.31	\$86.68	\$9.63
7210	SUR. EXT. ERPT. TOOTH	\$196.99	\$119.00	\$107.10	\$11.90
7250	REMOVAL OF RES. ROOT	\$210.78	\$190.00	\$171.00	\$19.00
7130	ROOT REMOV-EXPOSED	\$210.78	\$210.78	\$189.70	\$21.08
7220	EXTRACTION, SURGICAL	\$196.99	\$196.99	\$177.29	\$19.70
7230	EXTRACT, PARTIAL BONY	\$262.65	\$194.00	\$174.60	\$19.40
7240	EXTRACT, FULL BONY"	\$306.43	\$300.00	\$270.00	\$30.00
7970	EXCIS. HYPER PLASTIC	\$402.82	\$402.82	\$362.54	\$40.28
7270	REIMPLANATION	\$355.98	\$355.98	\$320.38	\$35.60
7540	REMOVAL FOREIGN BODY	\$313.82	\$313.82	\$282.44	\$31.38
7530	FOREIGN BODY REMOVAL	\$313.82	\$313.82	\$282.44	\$31.38
7960	FRENECTOMY	\$398.13	\$398.13	\$358.32	\$39.81
7910	SUTURE, TISSUE INJURY	\$281.04	\$281.04	\$252.94	\$28.10
7280	CROWN EXPOSURE	\$398.13	\$398.13	\$358.32	\$39.81
7281	CROWN EXPOSURE	\$327.87	\$327.87	\$295.08	\$32.79
9230	ANESTHESIA: NIT OXI	\$70.26	\$70.26	\$63.23	\$7.03

LOCAL ADVANTAGE REIMBURSEMENT SCHEDULE

ADA	DESCRIPTION- GP				
DIAGNOSTIC & PREVENTIVE					
150	INITIAL EXAMINATION	\$37.47	\$37.47	\$37.47	\$0.00
9310	PERIO INITIAL EXAM	\$93.68	\$60.00	\$60.00	\$0.00
120	PERIODIC/RECALL EXAM	\$32.79	\$32.79	\$32.79	\$0.00
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220	DIGITAL XRAY-SINGLE	\$20.61	\$20.61	\$20.61	\$0.00
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240	INTRAORAL OCCLUSAL	\$28.10	\$28.10	\$28.10	\$0.00
330	PANOREX X-RAY	\$70.26	\$67.00	\$67.00	\$0.00
ORAL SURGERY - GP& Pedo					
		2012	2013	80%	80%
7111	EXT DICIDUOUS	\$96.31	\$96.31	\$86.68	\$9.63
7140	EXT,SINGLE,ADD,ROOTTIP	\$96.31	\$85.00	\$76.50	\$8.50
7120	EXTRACTION ADDITIONAL	\$96.31	\$96.31	\$86.68	\$9.63
7210	SUR. EXT. ERPT.TOOTH	\$196.99	\$119.00	\$107.10	\$11.90
7250	REMOVAL OF RES. ROOT	\$210.78	\$190.00	\$171.00	\$19.00
7130	ROOT REMOV-EXPOSED	\$210.78	\$210.78	\$189.70	\$21.08
7220	EXTRACTION, SURGICAL	\$196.99	\$196.99	\$177.29	\$19.70
7230	EXTRACT,PARTIAL BONY	\$262.65	\$194.00	\$174.60	\$19.40
7240	EXTRACT,FULL BONY"	\$306.43	\$300.00	\$270.00	\$30.00
7970	EXCIS. HYPER PLASTIC	\$402.82	\$402.82	\$362.54	\$40.28
7270	REIMPLANATION	\$355.98	\$355.98	\$320.38	\$35.60
7540	REMOVAL FOREIGN BODY	\$313.82	\$313.82	\$282.44	\$31.38
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7960	FRENECTOMY	\$398.13	\$398.13	\$358.32	\$39.81
7910	SUTURE, TISSUE INJURY	\$281.04	\$281.04	\$252.94	\$28.10
7280	CROWN EXPOSURE	\$398.13	\$398.13	\$358.32	\$39.81
7281	CROWN EXPOSURE	\$327.87	\$327.87	\$295.08	\$32.79
9230	ANESTHESIA:NIT OXI	\$70.26	\$70.26	\$63.23	\$7.03
PERIODONTICS - BY A GENERAL DENTIST					
		2012	2013	80%	80%
4355	FULL MOUTH DEBRIDEMT	\$126.47	\$120.00	\$108.00	\$12.00
4910	RECALL EXTENSIVE TRT	\$88.99	\$88.99	\$80.09	\$8.90
4930	EMG TRT PERIODONTAL	\$46.84	\$46.84	\$42.16	\$4.68
4341	PERIO ROOT PLANING	\$150.38	\$150.38	\$135.34	\$15.04
4342	PERIO RP 1-3 TEETH	\$115.36	\$115.36	\$103.82	\$11.54
4249	CRWN LNGTHN/HRD-SOFT	\$662.31	\$662.31	\$596.08	\$66.23
3450	ROOT AMPUTAT/ROOT	\$309.14	\$309.14	\$278.23	\$30.91
4211	GINGIVECTOMY/TOOTH.	\$177.99	\$177.99	\$160.19	\$17.80
4263	OSSEOUS GRAFT	\$241.69	\$200.00	\$180.00	\$20.00

9940	NIGHT GUARD	\$374.71	\$374.71	\$337.24	\$37.47
4320	PERIODONTAL SPLINT	\$37.47	\$37.47	\$33.72	\$3.75
9952	OCCLUSAL ADJ-COMPLT	\$421.55	\$421.55	\$379.40	\$42.16
486	MOUTHGUARD-LIGHT	\$91.80	\$91.80	\$82.62	\$9.18
4360	SPEC PERIO APPLIANCE	\$84.31	\$84.31	\$75.88	\$8.43
487	MOUTHGUARD-MEDIUM	\$129.28	\$129.28	\$116.35	\$12.93
488	MOUTHGUARD-HEAVY	\$148.01	\$148.01	\$133.21	\$14.80
ENDODONTICS - BY A GENERAL DENTIST					
		2012	2013	85%	15%
3110	PULP CAP	\$51.52	\$51.52	\$46.37	\$5.15
3210	HISTOPATHOLOGIC	\$112.41	\$112.41	\$101.17	\$11.24
3220	PULPOTOMY	\$140.52	\$120.00	\$108.00	\$12.00
3120	INDIRECT PULP CAP	\$46.84	\$46.84	\$42.16	\$4.68
3310	ROOT CANAL - ANTERIOR	\$515.23	\$500.00	\$450.00	\$50.00
3320	ROOT CANAL - BICUSPID	\$608.91	\$608.91	\$548.02	\$60.89
3330	ROOT CANAL - MOLAR	\$702.59	\$675.00	\$607.50	\$67.50
3346	RETREAT RC-ANTERIOR	\$562.07	\$562.07	\$505.86	\$56.21
3347	RETREAT RC-BICUSPID	\$655.75	\$655.75	\$590.18	\$65.58
3348	RETREAT RC-MOLAR	\$749.43	\$725.00	\$652.50	\$72.50
3420	APICO+RC/RETROGRADE	\$525.30	\$525.30	\$472.77	\$52.53
3410	APIC/PERIRA SURG ANT	\$569.08	\$569.08	\$512.17	\$56.91
3920	HEMISECTION,ROOT AMP	\$281.04	\$281.04	\$252.94	\$28.10
3430	RETRO FILLING/ROOT	\$149.89	\$149.89	\$134.90	\$14.99
RESTORATIVE (FILLINGS)					
		2012	2013	85%	15%
2140	1 SURF AMALGAM	\$94.69	\$75.00	\$67.50	\$7.50
2150	2 SURF AMALGAM	\$112.72	\$88.00	\$79.20	\$8.80
2160	3 SURF AMALGAM	\$139.77	\$108.00	\$97.20	\$10.80
2161	4 SURF AMALGAM	\$161.97	\$161.97	\$145.77	\$16.20
2940	SEDATIVE TEMP FILL	\$56.21	\$56.21	\$50.59	\$5.62
2330	ANTER RESIN-1SURF	\$121.78	\$121.78	\$109.60	\$12.18
2331	2 SURF ANTER COMP	\$154.57	\$125.00	\$112.50	\$12.50
2332	3 SURF ANTER COMP	\$187.36	\$140.00	\$126.00	\$14.00
2335	ANT RESIN:PROX/INCIS	\$210.78	\$200.78	\$180.70	\$20.08
COSEMETIC					
0	AESTHWHIT REPLACTRAY	\$23.42	\$23.42	\$11.71	\$11.71
0	AESTH WHITN-REFILL	\$70.27	\$70.27	\$35.14	\$35.14
0	AESTH WHITN-2ND ARCH	\$163.94	\$163.94	\$81.97	\$81.97
0	AESTH WHITN-1ST ARCH	\$163.94	\$163.94	\$81.97	\$81.97
3960	BLEACHING PER TOOTH	\$234.20	\$234.20	\$117.10	\$117.10
3962	BLEACHING PER VISIT	\$131.16	\$131.16	\$65.58	\$65.58
2740	CROWN, PORCELAIN	\$772.50	\$762.50	\$381.25	\$381.25
2962	LAMIN PORC VENEER	\$702.58	\$702.58	\$351.29	\$351.29
2961	LAMIN RESIN VENEER	\$655.76	\$655.76	\$327.88	\$327.88
0	ZOOM WHITING	\$669.50	\$669.50	\$334.75	\$334.75
0	ZOOM WHITING REFILL	\$51.50	\$51.50	\$25.75	\$25.75
2391	1 SURF POSTERIOR COMP	\$144.46	\$144.46	\$72.23	\$72.23
2392	2 SURF POSTERIOR COMP	\$202.24	\$202.24	\$101.12	\$101.12
2393	3 SURF POSTERIOR COMP	\$240.76	\$240.76	\$120.38	\$120.38
2394	4 SURF POSTERIOR COMP	\$264.84	\$264.84	\$132.42	\$132.42
CROWN & BRIDGE					
		2012	2013	85%	15%
2930	CR.,ST.STL/PREF.PRIM	\$229.95	\$215.00	\$139.75	\$75.25
2931	CR.,ST.STL/PREF.PERM	\$229.95	\$229.95	\$149.47	\$80.48
2710	CROWN, ACRYLIC	\$542.81	\$542.81	\$352.83	\$189.98
2720	ACRYLC CRN/HGH NOBLE	\$702.58	\$702.58	\$456.68	\$245.90

2750	CROWN, PORC.W/GOLD	\$746.75	\$746.75	\$485.39	\$261.36
2751	PORC CROWN NONPREC.	\$612.85	\$612.85	\$398.35	\$214.50
2752	PORC CROWN SEMIPREC.	\$669.80	\$669.80	\$435.37	\$234.43
2790	CROWN, FULL GOLD	\$746.75	\$746.75	\$485.39	\$261.36
2791	CAST NON PRECIOUS	\$569.09	\$569.09	\$369.91	\$199.18
2792	CROWN SEMI/PRECIOUS	\$669.80	\$669.80	\$435.37	\$234.43
2810	3/4 GOLD CROWN	\$590.96	\$590.96	\$384.12	\$206.84
6545	MARYLAND RETAINER	\$280.16	\$280.16	\$182.10	\$98.06
2950	CROWN BUILD UP/PINS	\$196.72	\$136.72	\$88.87	\$47.85
2951	PIN RETENTION/TOOTH	\$42.15	\$42.15	\$27.40	\$14.75
2954	PREF DOWEL POST&CORE	\$224.83	\$204.83	\$133.14	\$71.69
2952	CAST POST W/CORE	\$262.29	\$262.29	\$170.49	\$91.80
2892	POST FOR CROWN	\$163.95	\$163.95	\$106.57	\$57.38
2933	CR.,ST STL/WINDW-PRE	\$281.04	\$281.04	\$182.68	\$98.36
6520	INLAY-2SURF ABUTMENT	\$612.85	\$612.85	\$398.35	\$214.50
6530	INLAY-3+SURF ABUTMNT	\$612.85	\$612.85	\$398.35	\$214.50
6750	ABUTMENT-PORC/GOLD	\$746.75	\$746.75	\$485.39	\$261.36
6752	ABUTMENT-PORC SEMIPR	\$669.80	\$669.80	\$435.37	\$234.43
6790	ABUTMENT-GOLD	\$746.75	\$746.75	\$485.39	\$261.36
6792	ABUTMENT-SEMIPRECIOU	\$669.80	\$669.80	\$435.37	\$234.43
6780	3/4 GOLD ABUTMENT	\$656.63	\$656.63	\$426.81	\$229.82
6212	CAST SEMI/PREC PONTI	\$669.80	\$669.80	\$435.37	\$234.43
6242	PONTIC PORC SEMPREC.	\$669.80	\$669.80	\$435.37	\$234.43
6240	PORC/GOLD PONTIC	\$746.75	\$746.75	\$485.39	\$261.36
6210	CAST GOLD PONTIC	\$702.58	\$702.58	\$456.68	\$245.90
6220	PONTICS STEELE'S FAC	\$149.89	\$149.89	\$97.43	\$52.46
6230	PONTICS TRU-PONTIC	\$149.89	\$149.89	\$97.43	\$52.46
5281	UNILAT PARTIAL/UNIT	\$655.75	\$655.75	\$426.24	\$229.51
6235	PIN FACING PONTIC	\$149.89	\$149.89	\$97.43	\$52.46
2910	RECEMENT INLAY	\$65.57	\$65.57	\$42.62	\$22.95
2920	RECEMENT CROWN	\$65.57	\$65.57	\$42.62	\$22.95
6930	RECEMENT BRIDGE	\$84.31	\$84.31	\$54.80	\$29.51

PROSTHODONTICS		Fee Schedule 2012	Fee Schedule 2013	Insurance 65%	Insurance 50%
5110	DENTURE UPPER	\$1,313.25	\$1,100.00	\$715.00	\$385.00
5120	DENTURE LOWER	\$1,313.25	\$1,100.00	\$715.00	\$385.00
5211	UPPER PARTIAL-RESIN	\$861.84	\$861.84	\$560.20	\$301.64
5212	LOWER PARTIAL-RESIN	\$861.84	\$861.84	\$560.20	\$301.64
5213	UPPER PARTIAL-METAL	\$1,313.25	\$1,200.00	\$780.00	\$420.00
5214	LOWER PARTIAL-METAL	\$1,313.25	\$1,200.00	\$780.00	\$420.00
6940	SIMPLE STRESS BREAK	\$193.05	\$193.05	\$125.48	\$67.57
5820	STAYPLATE UPPER DEN	\$390.69	\$370.00	\$240.50	\$129.50
5821	STAYPLATE -LOWER DEN	\$390.69	\$370.00	\$240.50	\$129.50
5410	ADJ COMPLT UPPER DEN	\$52.53	\$52.53	\$34.14	\$18.39
5411	ADJ COMPLT LOWER DEN	\$52.53	\$52.53	\$34.14	\$18.39
5850	TISSUE COND.-UPPER	\$82.73	\$82.73	\$53.77	\$28.96
5700	DENTURE DUPL. JUMP	\$275.78	\$275.78	\$179.26	\$96.52
5422	ADJ PARTIAL LOWER DN	\$52.53	\$52.53	\$34.14	\$18.39
5510	REPAIR COMPLT DENTUR	\$101.12	\$75.00	\$48.75	\$26.25
5730	RELIN-UPPER DENTURE	\$206.84	\$206.84	\$134.45	\$72.39
5731	RELIN-LOWER DENTURE	\$206.84	\$206.84	\$134.45	\$72.39
5740	RELIN-UPPER PARTIAL	\$206.84	\$206.84	\$134.45	\$72.39
1510	FIXED SPACE MAINTAIN	\$206.84	\$206.84	\$134.45	\$72.39
1525	REMOV SPACE MAINT.	\$399.88	\$399.88	\$259.92	\$139.96
1520	SPACE MAINT-UNILATRL	\$372.31	\$399.88	\$259.92	\$139.96
1511	FIXED S.S. CROWN TYP	\$183.86	\$183.83	\$119.49	\$64.34
1515	LING. ARCH SPACE MNT	\$367.71	\$367.71	\$239.01	\$128.70
5741	RELIN-LOWER PARTIAL	\$206.84	\$206.84	\$134.45	\$72.39
5750	RELIN-UPPER(LAB)	\$275.78	\$275.78	\$179.26	\$96.52

5751	RELIN LOWER(LAB)	\$275.78	\$275.78	\$179.26	\$96.52
5760	RELN-UPPER PART(LAB)	\$275.78	\$275.78	\$179.26	\$96.52
5761	RELN-LOWER PART(LAB)	\$275.78	\$275.78	\$179.26	\$96.52
5610	REPAIR RESIN/BASE	\$119.51	\$115.00	\$74.75	\$40.25
5620	REPAIR CAST FRAMEWRK	\$133.29	\$133.29	\$86.64	\$46.65
5630	REPAIR BROKEN CLASP	\$160.87	\$160.87	\$104.57	\$56.30
5640	REPLACE BRKN TOOTH	\$101.12	\$101.12	\$65.73	\$35.39
5650	ADD TOOTH TO PARTIAL	\$137.89	\$137.00	\$89.05	\$47.95
5660	ADD CLASP TO PARTIAL	\$165.47	\$165.47	\$107.56	\$57.91
5710	REBASE UPPER DENTURE	\$367.71	\$367.71	\$239.01	\$128.70
5711	REBASE LOWER DENTURE	\$367.71	\$367.71	\$239.01	\$128.70
5720	REBASE UPPER PARTIAL	\$367.71	\$367.71	\$239.01	\$128.70
5721	REBASE LOWER PARTIAL	\$367.71	\$367.71	\$239.01	\$128.70
5750	RELIN REDO - NO RVU	\$275.78	\$275.78	\$179.26	\$96.52
5851	TISSUE COND.-LOWER	\$82.73	\$82.73	\$53.77	\$28.96
5520	REPAIR DENTURE-TOOTH	\$110.32	\$110.32	\$71.71	\$38.61
5690	EA ADDED TOOTH/CLASP	\$101.12	\$101.12	\$65.73	\$35.39
5691	PART DENTURE REPAIR	\$119.51	\$119.51	\$77.68	\$41.83
5670	REATTACH CLASP	\$101.12	\$101.12	\$65.73	\$35.39

ADA = American Dental Association

Note: Any procedure or code not listed above is considered a Non-Covered Benefit and applicable current UCR Fee will be charged

POSTERIOR COMPOSITES LOCAL ADVANTAGE

QSI	ADA	DESCRIPTION	2013	Insurance	Patient Copay
*** POSTERIOR COMPOSITE FOR RESTORATIVE PURPOSES ***					
(patient requests posterior composite instead of silver alloy/amalgam - caries present)					
			Insur - Note	Pt Copay -Note	
226	2391	POSTERIOR COMP 1SURF	144.46	85.22	59.24
227	2392	POSTERIOR COMP 2 SURF	202.24	101.45	100.79
228	2393	POSTERIOR COMP 3SURF	240.76	125.80	114.96
229	2394	POSTERIOR COMP 4SURF	264.84	145.00	119.84
(to replace an existing alloy)					
			Insur- 50%	Pt Copay -50%	
234	2391	POSTERIOR COMP 1SURF	144.46	72.23	72.23
235	2392	POSTERIOR COMP 2 SURF	202.24	101.12	101.12
236	2393	POSTERIOR COMP 3SURF	240.76	120.38	120.38
229	2394	POSTERIOR COMP 4SURF	264.84	132.42	132.42

Note: Insurance Pays Amalgam Allowance - Patient Copay is Local Advantage Fee less Amalgam Insurance Portion

2013 SPECIALTY RATES

FOLLOWING FEES APPLY ONLY WHEN WORK PERFORMED BY LOCAL ADVANTAGE IN - NETWORK SPECIALIST

Insurance payment to an out of network specialist will only be granted if pre-authorization is obtained

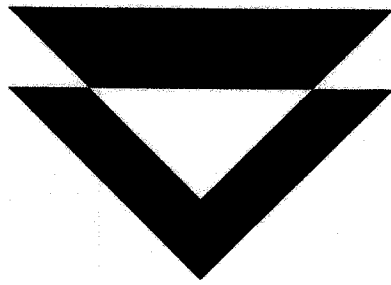
PERIODONTICS					
QSI	ADA	DESCRIPTION	Prior UCR	INSURANCE	
				50%	PT COPAY
					50%
	9310	CONSULTATION SPECIALIST	119.00	59.50	59.50
	4341	SPEC ROOT PLANING SCALES	241.00	120.50	120.50
	4210	GINGIVECTOMY/QUAD	911.20	455.60	455.60
	4263	OSSEOUS GRAFT	219.30	109.65	109.65
	4271	FREE GINGIVAL GRAFT	629.00	314.50	314.50
	4260	OSSEOUS SURGERY-QUAD	1487.50	743.75	743.75
	4261	OSSEOUS SURGERY 1-3 TEETH	935.00	467.50	467.50
	4249	CRWN LNPTH/HRD-SOFT	600.95	300.48	300.48
	4268	GUIDED TISSUE REGENERATION	552.50	276.25	276.25
	3450	ROOT AMPUTAT/ROOT	318.75	159.38	159.38
	9940	NIGHT GUARD	340.00	170.00	170.00
ENDODONTICS					
QSI	ADA	DESCRIPTION	Prior UCR	INSURANCE	
				50%	PT COPAY
					50%
	9310	CONSULTATION SPECIALIST	102.00	51.00	51.00
	3310	ROOT CANAL ANTERIOR	667.25	333.63	333.63
	3320	ROOT CANAL BICUSPID	752.25	376.13	376.13
	3330	ROOT CANAL MOLAR	892.50	446.25	446.25
	3346	RETREAT RC-ANTERIOR	667.25	333.63	333.63
	3347	RETREAT RC-BICUSPID	752.25	376.13	376.13
	3348	RETREAT RC- MOLAR	892.50	446.25	446.25
	3410	APICO-ANTERIOR	667.25	333.63	333.63
	3420	APICO+RC RETROGRADE	667.25	333.63	333.63
	3421	APICO-BICUS1ST ROOT	752.25	376.13	376.13
	3425	APICO-MOLAR-1ST ROOT	846.60	423.30	423.30
	3426	APICO EA ADD ROOT	191.25	95.63	95.63
	3430	RETRO FILLING/ROOT	182.75	91.38	91.38

ORAL SURGERY

QSI	ADA	DESCRIPTION	Prior UCR	INSURANCE		PT COPAY
				50%	50%	
9310		CONSULTATION SPECIALIST	102.00	51.00		51.00
7110		EXTRACTION SIMPLE	106.25	53.13		53.13
7120		EXTRACTION ADDNT	97.75	48.88		48.88
7140		EXT SIMPLE, ADD OR ROOT	119.00	59.50		59.50
7210		SURG EXT ERUPT	233.75	116.88		116.88
7220		EXTRACT SOFT TISSUE	259.25	129.63		129.63
7230		EXTRACT PART BONY	323.00	161.50		161.50
7240		EXTRACT FULL BONY	382.50	191.25		191.25
7250		REMOVE RESIDUAL ROOT	216.75	108.38		108.38
7260		CLOS., ORAL-MAX SINUS	85.00	42.50		42.50
7272		TRANSPLANT TOOTH/BUD	467.50	233.75		233.75
7280		CROWN EXPOSURE	361.25	180.63		180.63
7281		CROWN EXPOSURE	297.50	148.75		148.75
7285		BIOPSY-HARD TISSUE	578.00	289.00		289.00
7286		BIOPSY OF TISSUE	297.50	148.75		148.75
7286		BIOPSY TISS-INCISION	255.00	127.50		127.50
7310		ALVEOLECTOMY/QUAD/EX	191.25	95.63		95.63
7320		ALVEOLECTOMY/QUAD/ED	722.50	361.25		361.25
7340		VESTIBULOPLASTY	191.25	95.63		95.63
7341		ALVEOPLASTY/RIDGE XT	191.25	95.63		95.63
7360		REDUCE TUBEROSITY UN	191.25	95.63		95.63
7430		EXCS BEN. TUMOR-SMLL	454.75	227.38		227.38
7431		EXCS BEN. TUMOR-LRG	765.00	382.50		382.50
7440		RESECTION MAL TUMOR	228.65	114.33		114.33
7450		EXCISION OF CYST,SML	552.50	276.25		276.25
7451		EXCISION OF CYST,LRG	807.50	403.75		403.75
7470		REMOV TORUS-MAX/MAND	658.75	329.38		329.38
7510		INTRA-ORAL INCISION	161.50	80.75		80.75
7520		EXTRA-ORAL INCISION	161.50	80.75		80.75
7530		FOREIGN BODY REMOVAL	284.75	142.38		142.38
7550		SEQUESTRECTOMY	195.50	97.75		97.75
7560		MAXILLARY SINUSOTOMY	680.00	340.00		340.00
7670		ALVEOLUS-STABL TEETH	130.05	65.03		65.03
7960		FRENECTOMY	403.75	201.88		201.88
7971		EXCISION PERICORONAL	127.50	63.75		63.75
9220		ANESTHESIA GENERAL	318.75	159.38		159.38
9221		ANES. GEN. each + 15 minutes	85.00	42.50		42.50

EXHIBIT 3

SUMMARY PLAN DESCRIPTION



***LOCAL ADVANTAGE PLUS
LOCAL ADVANTAGE BLYTHE
DENTAL PLANS***

SUMMARY PLAN DOCUMENT



APPROVED FOR PLAN YEAR 2011 - 2014

TABLE OF CONTENTS

INTRODUCTION	3
DEFINITIONS	4
ELIGIBILITY	6
ENROLLMENT	6
CHOOSING YOUR DENTIST	7
Selection of Different Dentists by Family Members	
Scheduling Appointments	
Referrals to Specialists	
Payment for Dental Services	
SUMMARY OF COVERED SERVICES	9
DENTAL LIMITATIONS AND EXCLUSIONS	10
GENERAL PROVISIONS	13
Reimbursement Provisions	
Complaint And Claims Appeal Procedures	
Arbitration	
TERMINATION OF GROUP MEMBERSHIP	15
- CONTINUATION OF COVERAGE	
Termination of Benefits and Re-enrollment	
Continuation of Coverage (COBRA)	
PAYMENT BY THIRD PARTIES	15
Third Party Recovery Process and Your Responsibilities	
Coordination of Benefits	
Workers' Compensation	
PRIVACY PRACTICES	16

INTRODUCTION

The plan is specifically designed by the County of Riverside for County of Riverside employees and their eligible dependents. This Dental Plan provides dental care services through a network of participating dentists and dental groups throughout the County of Riverside. The plan benefits include extensive coverage to meet your dental care needs such as preventative care, restorative services, specialty services, and orthodontia. This Summary Plan Document provides a detailed description of how this plan works and the coverage provided to you. Detailed benefit explanations are included along with an explanation of your responsibilities as a member of this plan.

The plan provides certain services at no charge to you. For other procedures, you pay a co-payment at the time the services are received.

Benefits/Coverage/Claims Questions

If you have any questions about your benefits under this plan, or how the plan works, a representative is available to answer your questions at the office of the plan's Claims Administrator. This office can be reached at: **888-540-9488**

Dental Provider/Network Questions

If you require information about a specific network dentist, or you wish to speak to someone about your network dentist, or you have questions about the network in general, a representative is available to answer your questions at the office of the plan's Claims Administrator. This office can be reached at: **1-888-540-9488**.

This Summary Plan Document will be the primary governing document for all plan coverage decisions and will be the basis for final determination for the provision of benefits. This plan is intended to comply with all laws and regulations that are applicable whether or not specifically described in this Summary Plan Document.

DENTAL PLAN ADDRESSES AND TELEPHONE NUMBERS

Dental Plan Claims Administrator/Member Services:

American Dental Professional Services
9054 N. Deerbrook Trail
Milwaukee, WI 53223
888-540-9488

DEFINITIONS

Annual Enrollment - a period of time established by County of Riverside during which eligible employees and retirees may enroll in a dental plan.

Benefits (Covered Services) - those services which a member is entitled to receive pursuant to the terms of the Dental Plan.

Calendar Year - a period beginning at 12:01 a.m. on January 1 and ending at 12:01 a.m. January 1 of the following year.

Categories of Benefits:

- Diagnostic - procedures to help the dentist evaluate your dental health to determine necessary treatment.
- Preventative - procedures to prevent dental disease (cleanings, for example).
- Restorative - procedures necessary to restore the teeth (other than crowns or cast restorations)
- Minor Restorative - oral surgery, endodontic (root canals), and periodontic (gum) procedures.
- Major Restorative - crowns and cast restorations (caps, veneers, inlays and onlays).
- Prosthodontic - procedures involving bridges and dentures to replace missing teeth.
- Orthodontic - procedures involving appliances (such as braces) or surgery to realign teeth and/or jaws which otherwise do not function properly.

Co-payment - the member's share of the costs to be paid at the time services are received.

Covered Services - those dental services to which the Plan will apply benefit payments, according to the Summary Plan Document.

Dental Plan - Local Advantage Dental Plan.

Eligible Dependent - any of the dependents of an eligible employee who are eligible to enroll for benefits in accordance with the conditions of eligibility outlined in this booklet.

Eligible Employee - any group member or employee who is eligible to enroll for benefits in accordance with the conditions of eligibility outlined in this booklet.

Employer - County of Riverside.

Exclusion - any dental or other treatment for a condition for which the Plan provides no coverage.

Experimental or Investigational - any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized as being in accordance with generally accepted professional dental standards, or if safety and efficacy have not been determined for use in the treatment of a particular illness, injury or dental condition for which it is recommended or prescribed.

Maximum - the greatest dollar amount the Plan will pay for covered procedures in any calendar year, or lifetime orthodontic benefits.

Medicare - the programs of medical care coverage set forth in Title XVIII of the Social Security Act, as amended by Public Law 89-97, or as thereafter amended.

Member - an employee, retiree or family member enrolled under this Dental Plan.

Network - the dentists and dental groups which are contracting with the Plan to provide its members with treatment and services.

Participating Dentist/Dental Group - an independent provider who has an agreement to provide Plan benefits to Members.

Specialist - a dentist other than a network general dentist who has an agreement with the Plan to provide specialty services to members according to an authorized referral by a network general dentist.

Summary Plan Document - the approved summary description of entire benefits available, including Exclusions and Limitations, under this benefit program.

Services - dental care services and supplies.

ELIGIBILITY

Employee Eligibility

You are eligible to participate in the benefits program if you are a regular County employee scheduled to work at least 20 hours per week. Your bargaining unit determines which plan options are available to you. For more information about your benefit options, please review the information provided in the County of Riverside annual enrollment guide.

Dependent Eligibility

You may enroll your eligible dependents in your dental coverage. Your eligible dependents* include:

- Your legal spouse/registered domestic partner, Your and/or your spouse/domestic partner's dependent natural children, adopted children, foster children, and stepchildren under age 26.
- An otherwise eligible child past age 26 if the child is incapable of self support because of a mental or physical handicap and you continue to claim the child as a dependent on your federal income tax return.

** Important notes about dependent eligibility:*

1. It is against the law to enroll ineligible family members. If you do, you may have to pay for all costs incurred by the ineligible dependent from the date the coverage began.
2. If you do not add newly eligible family members to your plan within the 60-day period of eligibility, you may enroll them during any future annual enrollment period.
3. Your former spouse, parents, parents-in-law, other relatives, and non-disabled children age 26 and over, are not eligible for coverage under this plan.
4. You must drop coverage for your enrolled spouse/domestic partner or dependent child when he/she loses eligibility (e.g., divorce, your child attains age 26).

ENROLLMENT

If you are a newly hired or newly eligible employee, you may elect to enroll within 60-days of your hire date or eligibility. All coverage will be effective the first day of the following month after County of Riverside receives and processes your election.

Making Mid-Year Changes

Each year your elections stay in effect from January 1 through December 31, as long as you remain eligible for benefits. During annual enrollment, you have the opportunity to change your coverage elections for the following plan year. However, after the close of annual enrollment you can make benefit changes **ONLY** if you have a qualified status change. Qualified status changes include:

- Marriage, or gaining a domestic partner
- Divorce, or separation from domestic partner
- Birth or adoption of a child
- Death of a spouse or a child
- Change in spouse's employment
- Significant changes in your spouse's employer's medical coverage
- Child's loss of eligibility due to age, student status, or marital status

- Full-time/part-time employment status change that results in an insurance eligibility change
- Commencement of or return from an unpaid leave of absence

If one of the above events occurs, and you want to make a benefit change consistent with the specific event, you must submit a new Election Form indicating your new coverage elections within 60-days of the event to the County of Riverside.

Remember, it is your responsibility to stay informed about your coverage. If you have any questions, or need additional information, please contact the County of Riverside Benefits Division.

Benefits Information Line (951) 955-4981
Website: <http://benefits.rc-hr.com>
Email: Benefits@rc-hr.com

CHOOSING YOUR DENTIST

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL CARE MAY BE OBTAINED.

The plan provides easy access to dental care services and there is virtually no paperwork. Members have access to a network of licensed dentists in your local community. The network dental provider listing is available by contacting County of Riverside Benefits Information Line or via the County's website. As a Member of this plan, you are entitled to visit any of these dental providers in the plan network when you need dental care services. You may switch to another network provider without pre-approval at any time.

YOU ARE NOT REQUIRED TO PRE-SELECT A DENTIST AT ENROLLMENT

ALWAYS CALL THE PROVIDER YOU CHOOSE TO VERIFY THE PROVIDER'S PARTICIPATION STATUS

SERVICES PROVIDED BY DENTISTS NOT AUTHORIZED BY LOCAL ADVANTAGE DENTAL PLAN ARE NOT COVERED BY THIS DENTAL PLAN.

Selection of Different Dentists by Enrolled Dependents

As a Member of the plan, you and each enrolled family member may choose to use different dentists within the plan's dental provider network.

Scheduling Appointments

Once you have selected your dentist from the list of participating dentists, simply call the dental office and make an appointment.

Broken Appointment Fees

Broken appointment fees may apply for short cancellation notice.

Referrals To Specialists

The dentist that you select to provide your dental care will refer you to a specialist when treatment by a specialist is appropriate. If the plan dentist refers you to a network specialist (e.g. Periodontist), the plan will pay benefits according to a separate specialist network fee schedule. Please call the plan administrator at **1-888-540-9488** for more information. In the event a referral to a specialist outside the network is necessary, a pre-authorization is required before the plan will coordinate the referral.

NOTE: Reimbursement to a non-network Specialist is limited to the amount the plan would have paid to a network Specialist. Any amount billed over this amount will be your financial responsibility, including any applicable co-payment.

Payment For Dental Services

The plan contracts with individual dentists and dental groups to provide dental services to Plan members. Participating dentists are paid on a discounted fee-for-service basis for each procedure. You are responsible for co-payments. For any services that are not covered under this Dental Plan, payment to the dentist for these services will be your financial responsibility.

For questions regarding covered procedures, please call:

American Dental Professional Services

9054 N. Deerbrook Trail

Milwaukee, WI 53223

1-888-540-9488

NOTE: Be sure to ask your dentist for a Pre-Treatment Estimate and/or a copy of the proposed treatment plan if extensive dental work is going to be undertaken. This will assist you in making your treatment decisions, and understanding what is covered and not covered under the plan.

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SUMMARY OF COVERED SERVICES

THE FOLLOWING SUMMARY IS ONLY A BRIEF DESCRIPTION. PLEASE REFER TO THE BENEFIT LIMITATIONS AND EXCLUSIONS SECTION OF THIS SUMMARY PLAN DOCUMENT FOR FURTHER INFORMATION.

Benefit Maximum: \$1,500 each Member per Calendar Year

Preventative

100%

Initial exam - twice per 12 months

Full mouth x-ray - once every 3 years

Bitewing x-ray - twice per calendar year

Cleanings - twice per calendar year

Sealants – Under age 14 to permanent posterior molars with no decay, restorations, and with occlusal surface intact. Does not include replacement or repair of any sealant on any tooth within 3 years of application.

Restorative

90% (1)

Restorative - Amalgam, synthetic, plastic, resin restorations for treatment of cavities. Posterior composite treatments.

Minor Restorative

Periodontics (2) - Treatment of gums and bones that support the teeth – periodontal cleanings are covered at twice per calendar year.

Extractions (2) - Pre and post operative care

Endodontics (2)- Treatment of tooth pulp

Major Restorative

65% (3) (*)

Crowns, jackets, inlays, onlays, cast restorations - Are benefits on the same tooth only once every 5 years.

Prosthodontics – Once every 5 years unless there is such extensive loss of remaining teeth that the existing appliance cannot be made satisfactory.

Orthodontic Treatment

Standard Case (4)

\$120.00 Down payment, \$120.00 per month for 24 months

Lab fees are not included

Cosmetic Dentistry

50%

Whitening, bonding, bleaching, veneers

1. Upgrade fee formula for posterior composite fillings are addressed elsewhere in the SPD.

2. These benefits apply for procedures provided by a General Dentist. Specialist referrals are addressed elsewhere in the SPD.

3. Precious metal costs are not included.

4. This discount applies for Orthodontic Services provided by a Network Specialist.

(*) Additional fee charges for porcelain on molar teeth.

DENTAL LIMITATIONS AND EXCLUSIONS

Limitations

The following limitations apply to certain procedures (identified below) under this Dental Plan:

1. You are responsible for any charges made by a non-network provider, including specialists, unless preauthorization is obtained and approved by the plan network service department or plan administrator (ADPS).
2. Cleanings of any kind are benefits no more than twice in any calendar year.
3. Periodontal scaling and root planning is limited to four (4) separate quadrants every 2 years.
4. Sealant benefits are limited to eligible dependent children up to age fourteen (14). Sealant benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations, and with the occlusal surface intact. Sealant benefits do not include the repair or replacement of a sealant on any tooth within three years of its application. Sealants are limited to one (1) each tooth every three (3) years through age ten (10) on permanent first molars and up to age fourteen (14) on permanent molars.
5. Crowns, jackets, inlays, onlays and cast restorations are benefits on the same tooth only once every five (5) years while you are a patient under the plan unless the plan determines that replacement is required because restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissue since the replacement of the restoration.
6. Full cast crowns, porcelain crowns, porcelain fused to metal or plastic processed to metal type crowns are not a benefit for children under 16 years of age. The plan covers an acrylic or stainless steel crown.
7. Referral for specialty care is limited to orthodontics, oral surgery, periodontics, and endodontics. Referral to an out-of-network pediatric dentist is specifically excluded. Oral surgery, periodontic and endodontic procedures performed by a specialist are covered at 50%.
8. Full mouth x-rays – one (1) set every three (3) years.
9. Two (2) sets of bitewing x-rays twice per calendar year.
10. Prosthodontic appliances are benefits only once every five (5) years, while you are eligible under this plan, unless the plan determines that there has been such an extensive loss of remaining teeth or a change in supporting tissues that the existing appliance cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under the plan will be made if it is unsatisfactory and cannot be made satisfactory. Full or partial denture relines or rebasing are limited to one per arch per 12 consecutive months.

11. Optional treatment provisions: If you select a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable, alternative treatment plan. The plan will pay the applicable percentage of the lesser fee for the customary or standard treatment and you are responsible for the remainder of the dentist's fee. *An example would be: When an enrollee receives a composite (white) filling in place of an alloy/amalgam filling when decay is present on a back tooth, the plan makes an allowance toward its cost. The allowance is based on the plan's fee for the equivalent alloy/amalgam filling and the enrollee pays the difference to the posterior composite fee. For cosmetic purposes to replace an alloy/amalgam filling, the plan coverage is 50%.*
12. You must remain on the plan during the period of time you or your eligible dependent(s) is/are undergoing orthodontic treatment. Any early termination will result in pro-rated charges for all unfinished work according to the Orthodontic contract signed at the start of treatment.
13. Implants and any associated abutments (appliances inserted into bone or soft tissue in the jaw, usually to anchor a crown, fixed bridge, partial or denture) are not covered by the plan. However, if implants are provided along with a covered prosthodontic appliance (examples noted above), the plan will allow the benefit for the covered standard prosthodontic appliance supported by the implant in conjunction with all other provisions, exclusions and limitations of the plan. You are responsible for the remainder of the dentist's fees less the plan's benefits

Exclusions – Services The Plan Does Not Cover

No benefits will be covered for expenses incurred:

1. For any procedure not specifically listed as a covered benefit.
2. For procedures that are (a) in the opinion of the dentist are not clinically necessary for your health; (b) services or charges which are necessitated as a result of you failing to follow a documented prescribed course of treatment; (c) services which are obtained outside the Plan network and services which are not pre-authorized by the plan (including specialty services); (d) services or supplies that do not meet accepted standards of dental practice, and/or which are experimental in nature.
3. Grafting tissue - from outside the mouth to tissue inside the mouth ("extraoral grafts"), implants (materials implanted into bone or soft tissue) or the removal of implants.
4. Services for any disturbances of the jaw joints (temporomandibular joints or "TMJ") or associated muscles, nerves or tissues.
5. For treatment that was started by any dentist prior to your eligibility under the plan, including, but not limited to, orthodontics, endodontics, crowns, bridges, inlays, onlays, dentures, and prior extractions.
6. Charges for replacement or repair of an orthodontic appliance paid in part or in full by the plan. See the Orthodontic contract for specific information on repairs and broken appliances.

7. Extractions of over-retained teeth are not covered.
8. Surgery necessary to correct skeletal imbalances and/or malformations (e.g., orthognathic surgery).
9. Procedures requiring appliances or restorations (except dentures) that are necessary for adult or pediatric full mouth rehabilitation or to alter, restore or maintain occlusion, a change of vertical dimension, restorative equilibration, kinesiology, or consultation for and/or treatment of disturbances of the temporomandibular joint (TMJ).
10. The following are not included as orthodontic benefits: replacement or repair of appliances, orthodontic extractions, special appliances (e.g., Herbst appliances, rapid palatal expanders), retreatment of orthodontic cases, changes in treatment necessitated by patient neglect, and treatment in excess of twenty-four (24) months. See the Orthodontic contract for specific information.
11. For consultation by a specialist for non-covered benefits.
12. Hospitalization costs (and associated fees) for any dental procedures.
13. The plan will not be financially responsible for services determined to be the responsibility of Workers' Compensation or Employees Liability, services for which benefits are payable under any Federal Government or any state program, or for services for treatment of any automobile related injury in which you are entitled to payment under an automobile insurance policy.
14. Prescriptions and medications not normally supplied or dispensed by a dental office (this includes home care items such as rotodents, peridex, tetracycline rinses, etc.).
15. Administration of general anesthesia (other than when administered for a covered oral surgery procedure), intravenous sedation, oral sedation, or the services of an Anesthesiologist.
16. Treatment of bone fractures or dislocations.
17. Treatment of cysts, malignancies, or neoplasms.
18. Treatment of congenital or developmental malformations NOT including deciduous teeth and supernumerary teeth.
19. Implants and associated services (e.g. abutments).
20. Replacement of dentures, appliances, crowns, or bridgework, due to loss or theft or any duplicate prosthetic device or appliance.
21. Precision attachments or stress breakers.

GENERAL PROVISIONS

Reimbursement Provisions

The plan is designed to eliminate claim forms and expenses other than required co-payments. In some circumstances, you may incur expenses for covered services (such as out-of-area emergency care). If this happens, any amount billed over this amount will be your financial responsibility, including any applicable co-payment.

If you receive a bill for covered services, please provide the plan with a copy of the bill within 90 days of the date the service was rendered. Please submit the bill to:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223

In the event such a claim is denied, you may resubmit within 90 days of the initial denial, explaining in writing why you believe your claim should be approved.

Complaint And Claims Appeal Procedures

If you have a question or concerns regarding eligibility, you may call the County of Riverside Benefits Information Line: **1-951-955-4981**.

If you have any questions about the services you receive from a plan dentist, we recommend that you first discuss the matter with your dentist. If you continue to have concerns, call the plan's claims administrator: **1-888-540-9488**.

If you have a question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of the quality of dental services performed by a plan dentist, you may call: **1-888-540-9488**.

You have 60 days after you receive notice of denial to appeal. If you write, you must include the name of the patient, the group name and social security number or identification number, and your telephone number on all correspondence. You should also include a copy of the treatment form, notice of payment and any other relevant information. Clearly explain your complaint and send it to the plan's claim administrator:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223

Arbitration

Arbitration is a vehicle for the resolution of any disputes concerning dental care services or benefits, or contract interpretation (except disputes concerning eligibility for enrollment, effective date of coverage, and malpractice or bad faith).

Arbitration resolves differences pertaining to any personal liability, tort claims, or contract disputes (excluding claims for professional malpractice or bad faith) originating from this agreement.

Pursuant to California law, any claim of up to \$200,000 must be decided by a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than \$200,000. However, the plan and the member may agree in writing to waive the requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two-party appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The member shall have three business days to rescind the waiver agreement unless the agreement has also been signed by the member's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, the *Local Advantage Dental* plan may assume all or part of your share of the fees and expenses of the neutral arbitrator, provided you have submitted a hardship application to the American Arbitration Association. The approval or denial of a hardship application shall be determined by the American Arbitration Association. You may obtain a hardship application by contacting the American Arbitration Association in Los Angeles, or Orange County.

BY ENROLLING IN THIS PLAN YOU ARE AGREEING TO HAVE CERTAIN DISPUTES (MENTIONED ABOVE) DECIDED BY NEUTRAL BINDING ARBITRATION. THE LOCAL ADVANTAGE DENTAL PLAN AND MEMBERS WAIVE THEIR RIGHT TO A JURY OR COURT TRIAL FOR THESE DISPUTES.

The California Department of Insurance is responsible for regulating public agency self-funded health care service plans. The Department has a toll-free telephone number (1-800-927-4357) to receive complaints regarding dental plans. If you have a grievance against the plan, you should contact the plan and use the plan's grievance process. If you need the Department's help with a complaint involving an emergency grievance or with a grievance that has not been satisfactorily resolved by the plan, you may call the Department's toll-free telephone number.

Eligibility Issues

These issues must be referred directly to the County of Riverside Human Resources Department, Benefits Division.

TERMINATION OF GROUP MEMBERSHIP - CONTINUATION OF COVERAGE

Termination of Benefits and Re-Enrollment

Coverage may be terminated for individual members if any of the following events occur:

- An employee, retiree or dependent ceases to be eligible for coverage.
- Voluntary cancellation of coverage by an employee, retiree or dependent.

All rights to coverage and care stop on the date you are no longer eligible. If for any reason the County of Riverside terminates the plan, your coverage will end on the day the plan terminates.

The plan will not terminate or refuse to renew the enrollment of any person because of his or her dental health status or need for dental care services.

Continuation of Coverage (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." You or your dependents may be entitled to continue coverage under this program, at the "Qualified Beneficiary's" expense, if certain conditions are met. The period of continued coverage depends on the "Qualifying Event." Coverage will be extended 18 months for the Subscriber and eligible family members. A dependent can be eligible for up-to 36 months depending on the qualified event.

The benefits of the continuation of coverage are identical to those provided by the plan and the cost of coverage may not exceed 102% of the applicable current group premium. This coverage may be extended for up to an additional eleven (11) months if you are recognized as disabled by Social Security. This extension of coverage is available at a cost not to exceed 150% of the applicable current group premium. An eligible employee or family member is entitled to elect this coverage provided an election is made within sixty (60) days of notification of eligibility and the premium is paid. No employer contribution is available to cover the premium required.

PAYMENT BY THIRD PARTIES

Third Party Recovery Process and Your Responsibilities

If you are ever injured through the actions of another (a third party) and receive compensation for your dental care, you will be required to reimburse the plan, or its nominee, for the reasonable value of dental services and benefits provided. The amount of reimbursement shall not exceed the amount of compensation you receive from the third party.

- You must obtain the plan's written consent prior to settling any claim or releasing any third party from liability, if such a release would limit the plan's right to reimbursement.
- Should you settle your claim against a third party and compromise the plan's **reimbursement** rights, the plan reserves the right to initiate legal action. Attorney fees will be awarded to the prevailing party.
- You are required to cooperate in protecting the interest of the plan by providing the *plan* with all liens, assignments or other documents. Failure to cooperate with the plan in this regard could result in membership termination.

Coordination of Benefits

If you or an eligible dependent are covered by the plan and another group dental plan, the plan will coordinate its benefits with those of the other plan only when the patient is seen by a provider within the Plan's provider network. The goal of this kind of coordination is to maximize coverage for allowable expenses, minimize out-of-pocket costs, and to prevent any payment duplication.

- In order to ensure proper coordination, you must inform the plan of any other dental coverage for which you or your dependent (s) may be eligible.

- If the plan pays more benefits than appropriate, the plan may recover excess benefit payments from you, the plan with primary responsibility, or any other person or entity that benefited from the overpayment.

Workers' Compensation

If you are receiving benefits because of Workers' Compensation, the plan will not duplicate those benefits. It is your responsibility to take whatever action is necessary to receive payment under Workers' Compensation laws, when such payments can reasonably be expected.

If the plan happens, for whatever reason, to duplicate benefits to which you are entitled under Workers' Compensation law, you are required to reimburse the plan, at prevailing rates, immediately after receiving monetary award, whether by settlement or judgment.

In the event of a dispute arising between you and your Workers' Compensation filing, the plan will provide the benefits described in this agreement until the dispute is resolved.

If you receive a settlement of Worker's Compensation that includes payment of future medical costs, you may be liable to reimburse the plan for those costs.

PRIVACY PRACTICES

County of Riverside and American Dental Professional Services, LLC (ADPS) is committed to respecting the privacy of our employees, retirees and customers. We are required by applicable federal and state law to maintain the privacy of your health information.

The Type of Information We May Collect

We collect nonpublic personal information about you from the following sources:

- Eligibility from your Employer
- Transactions with us or our affiliated companies
- Claims submission from dental providers

Information We May Disclose

We do not disclose any nonpublic personal information about our members or former members to anyone, except as permitted by law, unless you specifically request that we do so. We only make those disclosures needed to administer your dental program and as necessary to effect transactions in the ordinary course of business. Any disclosures are only made to our affiliates, agents, or third parties that perform services on our behalf such as account administration or marketing our services or products.

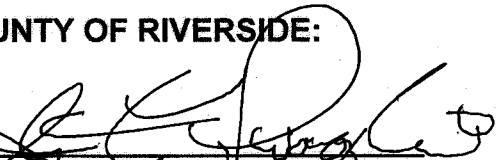
Confidentiality and Security of Your Nonpublic Personal Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Any questions or concerns regarding this privacy notice should be directed to our Customer Services Department at 1-888-540-9488.

This document has been reviewed and approved by the County of Riverside's Board of Supervisors, and is the official plan document.

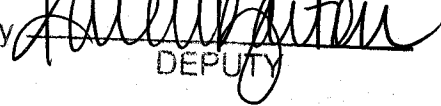
COUNTY OF RIVERSIDE:

By: 
Chairman, Board of Supervisors

Date: 8/28/12

ATTEST:

KECIA HARPER-HEM, Clerk

By: 
DEPUTY

County of Riverside

**LOCAL ADVANTAGE PLUS DENTAL PLAN
CONTRACTOR AGREEMENT
BETWEEN**

**COUNTY OF RIVERSIDE AND
ELIAS, ELLIOTT, LAMPASI, FEHN, HARRIS and NGUYEN, A PROFESSIONAL
CORPORATION, DBA RIVERSIDE DENTAL GROUP; RIVERSIDE DENTAL GROUP AT
WOODCREST; THE OASIS FAMILY DENTAL; DESERT DENTAL SPECIALTY GROUP;
DENTAL ASSOCIATE OF CORONA; DENTAL ASSOCIATES OF RIVERSIDE; AND
DENTAL ASSOCIATES OF MORENO VALLEY**

This Agreement is made by and between the **County of Riverside, State of California** (hereafter "County"), a political subdivision of the State of California, and **Elias, Elliott, Lampasi, Fehn, Harris and Nguyen, a Professional Corporation, dba Riverside Dental Group, Riverside Dental Group at Woodcrest, The Oasis Family Dental, Desert Dental Specialty Group, Dental Associate of Corona, Dental Associates of Riverside, and Dental Associates of Moreno Valley** (hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed the Local Advantage Plus Dental Plan ("Plan") to provide dental care services to the employees of Riverside County; and,

WHEREAS, Contractor is a dental care provider capable of providing services for the County; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of Dental Care Services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

1.1 Agreement – this Agreement for the provision of services for the Plan providing dental benefits and claims payments, and all attachments, addendums and amendments hereto.

1.2 Covered Services – those services for which Plan Benefits are provided under and subject to the terms and conditions of the Plan.

1.3 Dental Care Services – the necessary dental services to which Members are entitled under the Plan.

1.4 Director– the Director of Human Resources for Riverside County, or his or her designee.

1.5 Member – any eligible beneficiary who has enrolled in the County Local Advantage Plus Dental Plan for whom the County provides Dental Care Services.

1.6 Participating Provider – any provider with whom County or Contractor has a contract or arrangement with respect to payment for services performed for persons enrolled in the Plan.

1.7 Plan – the Benefits established by the County for the purpose of providing certain dental care benefits, as described in the Summary Plan Description, for its Participants, which is marked as Exhibit 3 and is incorporated herein by reference.

1.8 Plan Benefits – all benefits of whatever nature payable to a Participant or a Participating Provider under and subject to the terms and conditions of the Plan.

1.9 Provider – any duly licensed dental care provider for whose services the County is obligated to pay under the terms of the Plan.

1.10 State – the State of California.

1.11 Summary Plan Description (“SPD”) – a document that describes the eligibility, enrollment rules, how the plan works, covered services, limitations and exclusions, termination, continuation of coverage and third party payments to be administered by the Claims Administrator, and provided to the eligible members marked as Exhibit 3, attached hereto, and incorporated herein by reference.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those Dental Care Services which are in accordance with this Agreement. Contractor is responsible for coordinating the provision of Dental Care Services.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All County operating procedures shall apply, including eligibility verification, pre-certification, and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to Dental Care Services and provide for reasonable hours of operations in compliance with County established standards for access and availability, and in accordance with community standards.

2.3 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of Contractor. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of Member's need for or utilization of Dental Care Services. Contractor shall not refuse or fail to provide Dental Care Services to any Member.

2.4 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by County and all applicable state and federal laws and regulations relating to the delivery of Dental Care Services and in accordance with community standards. Qualified dental providers shall render Dental Care Services. All Dental Care Services shall be provided in accordance with generally accepted industry standards. Contractor agrees to maintain and demonstrate to County, upon request, throughout the term of this Agreement, compliance with any and all of the applicable licensure, credentialing, and/or regulatory requirements for the provision of Dental Care Services by Contractor under this Agreement.

2.5 ASSURANCE OF MEMBER CARE - Dental Care Services shall be rendered by qualified dental providers, unhindered by fiscal and administrative management. Contractors' fiscal and administrative concerns or any dispute with County concerning its respective obligations under this Agreement or otherwise shall not influence nor cause any delay in services provided by Contractor to Members.

2.6 INSPECTION OF FACILITIES - In every instance where Contractor utilizes a facility to provide Dental Care Services under this Agreement, such facilities shall comply with applicable state and/or federal law, and regulations. Contractor agrees that it shall cooperate with inspections of such facilities, which are required to assure compliance with required facility standards.

2.7 CITATIONS - Contractor shall notify County in writing of each and every report of any regulatory or licensing agency, which contains any citation of Contractor for failure to meet any required standard, any legal or government action against any of its licenses, accreditations, or certifications; or any other situation that will materially impair the ability of Contractor to carry out the duties and obligations under this Agreement.

2.8 QUALITY ASSURANCE (QA) PROGRAM - Contractor shall implement its own ongoing quality assurance program which shall develop procedures for ensuring that the quality of care provided by Contractor conforms to generally accepted community practices. Contractor shall develop written procedures for remedial action whenever, as determined by the quality assurance program, inappropriate or substandard services have been furnished or services that should have been furnished have not been furnished.

2.9 MEMBER GRIEVANCE RESOLUTION - Contractor shall notify County immediately, upon its knowledge of a complaint by a Member. The Contractor's grievance system shall make its best efforts to resolve the dispute to the satisfaction of the Member within thirty (30) days of receipt of dispute, or upon the period required by applicable law, whichever is less. Contractor agrees to cooperate with County in resolving Member grievances related to the provision of services and agrees to participate in the grievance review procedures of County. At no time shall a Member's dental condition be permitted to deteriorate because of delay in provision of care that Contractor disputes. Fiscal and/or administrative concerns shall not influence the

independence of the decision making process to resolve any disputes between Member and the provider of service.

2.10 SUBCONTRACTS - Contractor shall ensure that subcontracting providers used to provide Dental Care Services to Members meet the standards set by County, and are consistent with community standards.

Contractor shall ensure that all subcontractors are bound by the provisions of this Agreement, and shall ensure that all subcontractors have not been excluded from participation in any state or federal program.

2.11 OTHER CONTRACTUAL COMMITMENTS - Contractor represents and assures County that contractual commitments to other competitive dental plans and/or other related entities do not restrict or impair Contractor from performing its duties under this Agreement and do not constitute a conflict of interest with the provision of Dental Care Services to Members.

2.12 NONDISCRIMINATION - Contractor represents and assures that Dental Care Services are provided to Members in the same manner and quality as such services are provided to Contractor's other patients. Members shall not be subject to any discrimination whatsoever by Contractor regarding access to Dental Care Services.

Contractor agrees to comply with the provisions of Title 2 of the California Code of Regulations ("CCR") Section 8107 et seq., as may be amended from time to time, as incorporated by reference herein. Contractor agrees to include this Nondiscrimination Clause in any and all subcontracts to perform services under this Agreement. The provisions of Clause (b) of Section 8107 of Title 2 of the CCR shall be applicable for this Agreement.

2.13 CONFORMANCE TO OTHER LAW - Contractor certifies compliance with the Americans with Disabilities Act of 1990 (42 USC, Section 12101 et seq.) and the Drug Free Workplace Act of 1990 (California Government Code Section 8355 et seq.). Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standard and laws and regulations relating thereto and shall comply therewith as to all relative elements under this Agreement.

2.14 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS
On an annual basis, Contractor shall identify the names of the following persons by listing them on Exhibit 1 of this Agreement, attached hereto and incorporated herein by this reference.

- A. Contractor officers;
- B. Contractor owners, including parent corporation(s);
- C. Stockholders owning greater than 10% of any stock issued by Contractor;
- D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify County within thirty (30) days of any changes in the information in Exhibit 1.

2.15 AVAILABILITY OF SERVICES - Contractor agrees to provide County with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractor's services.

2.16 PROVISION OF INFORMATION- Contractor shall provide County and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.17 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable County to fulfill its reporting and other obligations under the Agreement.

2.18 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the County.

3.0 DUTIES OF COUNTY

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the dental needs of Member require otherwise, County agrees to use Contractor for the provision of Dental Care Services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with this Agreement.

3.3 MEMBER SERVICES - County agrees to provide Members with information about the Plan and its network of dental providers.

3.4 BENEFIT INFORMATION - County agrees to apprise all Members concerning the type, scope and duration of benefits and services to which such Members are entitled under the Plan. This includes, but it not limited to, written notification to Members of Dental Care Services available, and changes in the availability or location of Dental Care Services being provided by Contractor, and issuance of an identification card to each Member upon enrollment.

3.5 CONTRACTOR ASSISTANCE - County agrees to assist and cooperate with Contractor in the development and implementation of procedures necessary to carry out the intent of this Agreement. County shall provide necessary training regarding County policies and procedures within five (5) business days of receipt of written request for assistance from Contractor.

3.6 ADMINISTRATION OF PAYMENTS - County agrees to pay Contractor in accordance with the terms and procedures set forth in this Agreement.

4.0 BILLING AND COMPENSATION

4.1 CLAIMS - In order to receive payment for services rendered, Contractor shall bill County, or its representative, within sixty (60) days from the date of service. Contractor agrees to provide County, or its representative, with all information necessary to verify and substantiate the provisions of and charges for Dental Care Services.

4.2 COLLECTION OF CHARGES FROM MEMBERS - Contractor agrees that the only charges for which a Member may be liable and be charged by Contractor shall be for Co-payments or Deductibles, as established by County, or for services not covered under the Plan. Contractor shall advise Member, in writing, of his/her payment responsibility, if any, prior to rendering non-covered Dental Care Services, and/or services that require Co-payments or Deductibles. Contractor shall notify the Member, in writing, that he/she will be responsible for the payment of any non-covered services that are provided to Member. Contractor's rights to collect charges from Members for non-covered services, except as provided herein shall not be affected by this Agreement or its termination.

4.3 SURCHARGES - Notwithstanding the provisions herein, Contractor shall in no event, including, without limitation, nonpayment by County, insolvency of County, or breach of the Agreement, bill, charge, collect and deposit, or attempt to bill, charge, collect or receive any form of payment from any Member for Dental Care Services provided pursuant to this Agreement. Contractor also agrees it shall not maintain any action at law or equity against a Member to collect sums owed by County to Contractor.

Upon notice of any such surcharge or action, County may terminate this Agreement consistent with the provisions contained herein and take all other appropriate action consistent with the terms of this Agreement to eliminate such activity. Contractor's obligations regarding the collection of surcharges from Members shall survive the termination of this Agreement.

Failure of Contractor to act in accordance with any of the provisions of this section shall constitute a material breach of the Agreement and the Agreement may be subject to termination by County pursuant to the provisions herein. In addition, County may take any other appropriate administrative or legal action to enjoin and otherwise restrain Contractor's violation of the provisions of this section, including offsetting the amount of said collections against any future payment, and/or reimbursement to Members or their representatives of any charges or surcharges collected by Contractor from Members.

4.4 COLLECTION OF CHARGES FROM THIRD PARTIES - Contractor agrees to coordinate benefits with other programs or entitlements, excluding tort liability of a third party, and estates from deceased Members.

County or its representative shall coordinate the benefits covering tort liability of a third party, and estates from deceased Members, and County shall be entitled to any recovery under such coordination of benefits. Contractor shall cooperate with County with coordination of benefits.

In the case in which County is other than primary, County shall pay the lesser of the amounts which when added to the amounts received by Contractor from other sources equals one hundred percent (100%) of the amount required under this Agreement as specified in Exhibit 3. Unless Member has other dental insurance coverage, Contractor accepts payment from County for Dental Care Services as provided herein as full payment for such Dental Care Services and shall at no time seek compensation from Members.

4.5 POTENTIAL TORT LIABILITY - Contractor shall make no claim for recovery of the value of Dental Care Services rendered to a Member, when such recovery would result from an action involving the tort liability of a third party or recovery from estates of deceased Members or casualty liability including Worker's Compensation awards and uninsured motorist coverage.

4.6 COMPENSATION - County or its representative are not responsible to pay Contractor directly. Contractor is paid based on a fee schedule, attached hereto as Exhibit 2, which may be amended from time to time in accordance with the scheduled rates provided by the County's contracted Third Party Administrator for the Local Advantage Plans. An amendment to the fee schedule can be submitted for approval if both the County and Contractor agree to the terms, once the County's outside consulting firm and Third Party Administrator confirms the request is reasonable due to utilization and current market value based on reasonable and customary charges. The amendment will require Board of Supervisor approval to be come effective.

4.7 ADEQUACY OF COMPENSATION - Contractor shall accept the fee schedule rate provided by the County, its representative or contracted Third Party Administrator for the Local Advantage Plans as payment in full for all Dental Care Services provided to Members and for all administrative costs incurred for providing such services. In the event County fails to make any payments in accordance with the fee schedule to Contractor, whether from County's insolvency or otherwise, Members shall not be liable to Contractor, under any circumstances, for Dental Care Services. Contractor's prohibition regarding the collection of payments from Members for services covered by the Plan shall survive the termination of this Agreement.

5.0 RECORDS MAINTENANCE, AVAILABILITY, INSPECTION AND AUDIT

5.1 CONTRACTOR RESPONSIBILITY - Contractor shall maintain and provide adequate records and information as reasonably necessary so that County may properly administer the Plan and consistent with state and federal law. Contractor

shall retain such records for at least five (5) years from the close of County's fiscal year in which this Agreement is in effect. This obligation is not terminated upon a termination of the Agreement, whether by rescission or otherwise.

5.2 PROPRIETARY NATURE OF INFORMATION - County and Contractor agree to treat all Member patient information provided by Contractor or County as confidential. County and Contractor shall maintain the confidentiality of all such information and shall make disclosures to third parties only upon the advance written consent of the Member, or when allowed by applicable law. Contractor shall safeguard the confidentiality of Member health records and treatment in accordance with all applicable state and federal laws, and regulations.

5.3 COMPLIANCE WITH HIPAA AND HITECH- Contractor is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto. Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under HIPAA and HITECH. Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA and HITECH, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

5.4 RECORDS OPEN FOR INSPECTION - All books, records and papers of Contractor or subcontractor of Contractor relating to the performance of this Agreement must be open to inspection and copying during normal business hours by the County, or state and/or federal regulators. Records shall include, without limitation, Member patient records (subject to applicable state and federal law governing the confidentiality of health records), and/or financial records pertaining to the cost of operations and income received for Dental Care Services rendered to Members. The Contractor upon reasonable request by County shall make such records available at all reasonable times. Contractor shall maintain its books and records in accordance with general standards for books and record keeping.

5.5 PUBLIC RECORDS - Contractor acknowledges and agrees that information, communications, and documents given by or to County, and meetings involving County may be subject to the public records and meetings laws and regulations of the State of California.

6.0 INSURANCE AND INDEMNIFICATION

6.1 Requirements of Contractor Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

6.2 Workers' Compensation If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

6.3 Commercial General Liability Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.4 Vehicle Liability If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

6.5 Professional Liability Insurance Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

6.6 General Insurance Provisions - All lines:

A. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the

County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- B. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- C. Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- D. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- E. The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this

Agreement including any extensions thereof exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

- F. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- G. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- H. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

6.7 Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (the "County's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement and Contractor shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the County's Indemnified Parties in any claim or action based upon such liability.

6.8 With respect to any action or claim subject to indemnification herein, the indemnifying party shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying party's obligation to indemnify as set forth herein.

6.9 Indemnifying party's obligation hereunder shall be satisfied when they have provided the indemnified party the appropriate form of dismissal relieving the indemnified party from any liability for the action or claim involved.

6.10 The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnifying party's obligation to indemnify as set forth herein.

6.11 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's obligation to provide indemnification to the fullest extent allowed by law.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES – County and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this period, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this period, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of January 1, 2011, and shall continue in effect for four (4) years, until December 31, 2014 unless terminated as provided herein.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

- A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within

thirty (30) days following written notice of such breach.

B. Insolvency of County - including the filing of bankruptcy by County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY -

The following shall constitute cause for immediate termination of this Agreement by County:

- A. Breach of Material Term and Failure to Cure – Contractor’s breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services - Failure of Contractor to provide Dental Care Services to Members as authorized herein.
- C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.
- D. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.
- E. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.
- F. Insolvency of Contractor - including the filing of bankruptcy of Contractor.
- G. Discontinuance of Plan by County - discontinuance of the offering of the Plan as a dental care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least sixty (60) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist County in the transfer of Member dental care by making available copies of health records, patient files and other pertinent information necessary for efficient case management of Members.

10.2 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with County for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the Plan receiving Dental Care Services shall be Members of the Plan. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other

than patient health files) and lists contained in Contractor and County files. Contractor acknowledges that County believes that all such information is confidential and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of County or the Member. Nothing contained herein abrogates the right of the Member to disenroll from the Plan.

11.3 TERMINATION AGREEMENT - Upon the effective date of termination of this Agreement, Contractor shall provide and return to County all confidential and proprietary information and trade secrets in its possession in a reasonable manner as specified by County.

11.4 NON-SOLICITATION OF MEMBERS - Contractor shall not directly or indirectly engage in the solicitation of Members without County's prior written consent. Solicitation shall mean conduct by an officer, agent, employee or subcontractor of Contractor or its assignee or successor during the term of this Agreement and continuing for a period of one (1) year after the effective date of termination of this Agreement, which may be reasonably interpreted as designed to persuade Members to discontinue their enrollments with the Plan or to encourage Members to participate in another dental services plan.

11.5 DISSEMINATION OF INFORMATION - Contractor agrees that County may use Contractor's name, address, and telephone number in any informational material routinely distributed to Members and for other purposes related to the administration and marketing of the Plan as an indication of Contractor's willingness to provide Dental Care Services to Members.

11.6 CONTRACTOR ADVERTISING - Prior to listing or otherwise referencing County in any promotional or advertising brochures, media announcements or other advertising or marketing material, Contractor shall first obtain the prior written consent of the Director, except that Contractor does not need approval to list County in any informational material distributed, displayed or advertised, listing County as a participating client.

11.7 USE OF NAMES AND TRADEMARKS - County and Contractor each reserve the right to control the use of its name, symbols, trademarks, or other marks currently existing or later established. However, either party may use the other party's symbol, trademarks, or other marks with the prior written approval of the other party. County shall be allowed to use the name of Contractor in its promotional activities and marketing campaign as described in section 11.5 herein.

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY OF RIVERSIDE:

County Administrative Center
4080 Lemon Street, 1st floor
Riverside, CA 92501
Attn: Human Resources Benefits Manager

CONTRACTOR:

Riverside Dental Group
7251 Magnolia Avenue
Riverside, CA 92504
Attn: Maria Fuertes

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is not in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 ENTIRE AGREEMENT - This Agreement (together with all exhibits hereto), and any requirements promulgated by County or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by County

or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder.

12.7 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

12.9 ATTORNEYS FEES - If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and reasonable costs, in addition to any other relief to which such party may be entitled.

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all Dental Care Services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any exhibits hereto.

[Remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Agreement.

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

COUNTY OF RIVERSIDE:

By: [Signature]
Deputy

By: [Signature]
Chairman, Board of Supervisors

Date: AUG 28 2012

Date: AUG 28 2012 JOHN TAVAGLIONE

Approved as to form:

Pamela J. Walls
County Counsel

By: [Signature]
Deputy County Counsel

CONTRACTOR:
ELIAS, ELLIOTT, LAMPASI, FEHN, HARRIS AND NGUYEN,
a Professional Corporation dba Riverside Dental Group; Riverside Dental Group
at Woodcrest; The Oasis Family Dental; Desert Dental Specialty Group; Dental
Associates of Corona; Dental Associates of Riverside; and Dental Associates of
Moreno Valley

By: [Signature]

Printed Name: GERALD R. DOUGLASS

Title: PRESIDENT

Date: 8-16-2012

EXHIBIT 1

Name of Business: Elias, Elliott, Lampasi, Fehn, Harris and Nguyen, a Corporation dba Riverside Dental Group, Riverside Dental Group at Woodcrest, The Oasis Family Dental, Desert Dental Specialty Group, Dental Associates of Corona, Dental Associates of Riverside, Dental Associates of Moreno Valley

OWNERSHIP INFORMATION

Check One:

Corporation ✓

Partnership

Sole Proprietorship

Other

Board of Directors:

Gerald R. Douglass, DDS – President
Mued D. Elias, DDS – Secretary/Treasurer
Jay R. Elliott, DDS
James P. Lampasi, DDS

Additional Shareholders:

O. Edgar Rouhe, DDS
Mark C. Fehn, DDS
Gary D. Lee, DDS
Ronald L. Moore, DDS
Y. Stephen Sugiono, DDS
James Timothy Harris, DDS
David M. Ludwig, DDS
Ronald G. White, DDS
Stephen D. Taylor, DDS
Robert R. McLachlan, DDS
Johnny Koo, DDS
Loc Nguyen, DMD
Elham Kheirkhahi, DDS

EXHIBIT 2
FEE SCHEDULE

LOCAL ADVANTAGE REIMBURSEMENT SCHEDULE

ADA	DESCRIPTION- GP				
DIAGNOSTIC & PREVENTIVE					
150	INITIAL EXAMINATION	\$37.47	\$37.47	\$37.47	\$0.00
9310	PERIO INITIAL EXAM	\$93.68	\$60.00	\$60.00	\$0.00
120	PERIODIC/RECALL EXAM	\$32.79	\$32.79	\$32.79	\$0.00
9430	OFFICE VISIT	\$60.89	\$60.89	\$60.89	\$0.00
140	LIMITED EVAL - Problem	\$40.93	\$25.00	\$25.00	\$0.00
9440	PROFESSIONAL VISITS	\$121.78	\$121.78	\$121.78	\$0.00
4110	PERIO EVAL/TX PLAN	\$51.52	\$51.52	\$51.52	\$0.00
1120	PROPHYLAXIS-CHILD	\$53.56	\$58.00	\$58.00	\$0.00
1110	CLEANING-ADULT	\$63.86	\$70.00	\$70.00	\$0.00
1203	Flouride Child	\$7.33	\$29.00	\$29.00	\$0.00
1204	Flouride Adult	\$18.54	\$26.00	\$26.00	\$0.00
1351	SEALANT PER TOOTH	\$35.60	\$35.60	\$35.60	\$0.00
9110	EMERGENCY TREATMENT	\$79.63	\$79.63	\$79.63	\$0.00
2970	TEMP/TREATMENT CROWN	\$180.00	\$180.00	Not Covered	\$180.00
220	DIGITAL XRAY-SINGLE	\$20.61	\$20.61	\$20.61	\$0.00
230	DIGITAL X-RAY ADDTL	\$16.86	\$16.86	\$16.86	\$0.00
210	DIGITAL FMX	\$103.00	\$103.00	\$103.00	\$0.00
272	DIGITAL XRY-2 BWX	\$37.08	\$37.08	\$37.08	\$0.00
274	DIGITAL XRAYS-4 BWX	\$51.50	\$51.50	\$51.50	\$0.00
240	INTRAORAL OCCLUSAL	\$28.10	\$28.10	\$28.10	\$0.00
330	PANOREX X-RAY	\$70.26	\$67.00	\$67.00	\$0.00
ORAL SURGERY - GP& Pedo					
7111	EXT DICIDUOUS	\$96.31	\$96.31	\$86.68	\$9.63
7140	EXT,SINGLE,ADD,ROOTTIP	\$96.31	\$85.00	\$76.50	\$8.50
7120	EXTRACTION ADDITIONAL	\$96.31	\$96.31	\$86.68	\$9.63
7210	SUR. EXT. ERPT.TOOTH	\$196.99	\$119.00	\$107.10	\$11.90
7250	REMOVAL OF RES. ROOT	\$210.78	\$190.00	\$171.00	\$19.00
7130	ROOT REMOV-EXPOSED	\$210.78	\$210.78	\$189.70	\$21.08
7220	EXTRACTION, SURGICAL	\$196.99	\$196.99	\$177.29	\$19.70
7230	EXTRACT,PARTIAL BONY	\$262.65	\$194.00	\$174.60	\$19.40
7240	EXTRACT,FULL BONY"	\$306.43	\$300.00	\$270.00	\$30.00
7970	EXCIS. HYPER PLASTIC	\$402.82	\$402.82	\$362.54	\$40.28
7270	REIMPLANATION	\$355.98	\$355.98	\$320.38	\$35.60
7540	REMOVAL FOREIGN BODY	\$313.82	\$313.82	\$282.44	\$31.38
7530	FOREIGN BODY REMOVAL	\$313.82	\$313.82	\$282.44	\$31.38
7960	FRENECTOMY	\$398.13	\$398.13	\$358.32	\$39.81
7910	SUTURE, TISSUE INJURY	\$281.04	\$281.04	\$252.94	\$28.10
7280	CROWN EXPOSURE	\$398.13	\$398.13	\$358.32	\$39.81
7281	CROWN EXPOSURE	\$327.87	\$327.87	\$295.08	\$32.79
9230	ANESTHESIA:NIT OXI	\$70.26	\$70.26	\$63.23	\$7.03
PERIODONTICS - BY A GENERAL DENTIST					
4355	FULL MOUTH DEBRIDEMT	\$126.47	\$120.00	\$108.00	\$12.00
4910	RECALL EXTENSIVE TRT	\$88.99	\$88.99	\$80.09	\$8.90
4930	EMG TRT PERIODONTAL	\$46.84	\$46.84	\$42.16	\$4.68
4341	PERIO ROOT PLANING	\$150.38	\$150.38	\$135.34	\$15.04
4342	PERIO RP 1-3 TEETH	\$115.36	\$115.36	\$103.82	\$11.54
4249	CRWN LNGTHN/HRD-SOFT	\$662.31	\$662.31	\$596.08	\$66.23
3450	ROOT AMPUTAT/ROOT	\$309.14	\$309.14	\$278.23	\$30.91
4211	GINGIVECTOMY/TOOTH.	\$177.99	\$177.99	\$160.19	\$17.80
4263	OSSEOUS GRAFT	\$241.69	\$200.00	\$180.00	\$20.00

9940	NIGHT GUARD	\$374.71	\$374.71	\$337.24	\$37.47
4320	PERIODONTAL SPLINT	\$37.47	\$37.47	\$33.72	\$3.75
9952	OCCLUSAL ADJ-COMPLT	\$421.55	\$421.55	\$379.40	\$42.16
486	MOUTHGUARD-LIGHT	\$91.80	\$91.80	\$82.62	\$9.18
4360	SPEC PERIO APPLIANCE	\$84.31	\$84.31	\$75.88	\$8.43
487	MOUTHGUARD-MEDIUM	\$129.28	\$129.28	\$116.35	\$12.93
488	MOUTHGUARD-HEAVY	\$148.01	\$148.01	\$133.21	\$14.80
ENDODONTICS - BY A GENERAL DENTIST					
3110	PULP CAP	\$51.52	\$51.52	\$46.37	\$5.15
3210	HISTOPATHOLOGIC	\$112.41	\$112.41	\$101.17	\$11.24
3220	PULPOTOMY	\$140.52	\$120.00	\$108.00	\$12.00
3120	INDIRECT PULP CAP	\$46.84	\$46.84	\$42.16	\$4.68
3310	ROOT CANAL - ANTERIOR	\$515.23	\$500.00	\$450.00	\$50.00
3320	ROOT CANAL - BICUSPID	\$608.91	\$608.91	\$548.02	\$60.89
3330	ROOT CANAL - MOLAR	\$702.59	\$675.00	\$607.50	\$67.50
3346	RETREAT RC-ANTERIOR	\$562.07	\$562.07	\$505.86	\$56.21
3347	RETREAT RC-BICUSPID	\$655.75	\$655.75	\$590.18	\$65.58
3348	RETREAT RC-MOLAR	\$749.43	\$725.00	\$652.50	\$72.50
3420	APICO+RC/RETROGRADE	\$525.30	\$525.30	\$472.77	\$52.53
3410	APIC/PERIRA SURG ANT	\$569.08	\$569.08	\$512.17	\$56.91
3920	HEMISECTION,ROOT AMP	\$281.04	\$281.04	\$252.94	\$28.10
3430	RETRO FILLING/ROOT	\$149.89	\$149.89	\$134.90	\$14.99
RESTORATIVE (FILLINGS)					
2140	1 SURF AMALGAM	\$94.69	\$75.00	\$67.50	\$7.50
2150	2 SURF AMALGAM	\$112.72	\$88.00	\$79.20	\$8.80
2160	3 SURF AMALGAM	\$139.77	\$108.00	\$97.20	\$10.80
2161	4 SURF AMALGAM	\$161.97	\$161.97	\$145.77	\$16.20
2940	SEDATIVE TEMP FILL	\$56.21	\$56.21	\$50.59	\$5.62
2330	ANTER RESIN-1SURF	\$121.78	\$121.78	\$109.60	\$12.18
2331	2 SURF ANTER COMP	\$154.57	\$125.00	\$112.50	\$12.50
2332	3 SURF ANTER COMP	\$187.36	\$140.00	\$126.00	\$14.00
2335	ANT RESIN:PROX/INCIS	\$210.78	\$200.78	\$180.70	\$20.08
COSEMETIC					
0	AESTHWHT REPLACTRAY	\$23.42	\$23.42	\$11.71	\$11.71
0	AESTH WHITN-REFILL	\$70.27	\$70.27	\$35.14	\$35.14
0	AESTH WHITN-2ND ARCH	\$163.94	\$163.94	\$81.97	\$81.97
0	AESTH WHITN-1ST ARCH	\$163.94	\$163.94	\$81.97	\$81.97
3960	BLEACHING PER TOOTH	\$234.20	\$234.20	\$117.10	\$117.10
3962	BLEACHING PER VISIT	\$131.16	\$131.16	\$65.58	\$65.58
2740	CROWN, PORCELAIN	\$772.50	\$762.50	\$381.25	\$381.25
2962	LAMIN PORC VENEER	\$702.58	\$702.58	\$351.29	\$351.29
2961	LAMIN RESIN VENEER	\$655.76	\$655.76	\$327.88	\$327.88
0	ZOOM WHITING	\$669.50	\$669.50	\$334.75	\$334.75
0	ZOOM WHITING REFILL	\$51.50	\$51.50	\$25.75	\$25.75
2391	1 SURF POSTERIOR COMP	\$144.46	\$144.46	\$72.23	\$72.23
2392	2 SURF POSTERIOR COMP	\$202.24	\$202.24	\$101.12	\$101.12
2393	3 SURF POSTERIOR COMP	\$240.76	\$240.76	\$120.38	\$120.38
2394	4 SURF POSTERIOR COMP	\$264.84	\$264.84	\$132.42	\$132.42
CROWN & BRIDGE					
2930	CR.,ST.STL/PREF.PRIM	\$229.95	\$215.00	\$139.75	\$75.25
2931	CR.,ST.STL/PREF.PERM	\$229.95	\$229.95	\$149.47	\$80.48
2710	CROWN, ACRYLIC	\$542.81	\$542.81	\$352.83	\$189.98
2720	ACRYLC CRN/HGH NOBLE	\$702.58	\$702.58	\$456.68	\$245.90

2750	CROWN, PORC.W/GOLD	\$746.75	\$746.75	\$485.39	\$261.36
2751	PORC CROWN NONPREC.	\$612.85	\$612.85	\$398.35	\$214.50
2752	PORC CROWN SEMIPREC.	\$669.80	\$669.80	\$435.37	\$234.43
2790	CROWN, FULL GOLD	\$746.75	\$746.75	\$485.39	\$261.36
2791	CAST NON PRECIOUS	\$569.09	\$569.09	\$369.91	\$199.18
2792	CROWN SEMI/PRECIOUS	\$669.80	\$669.80	\$435.37	\$234.43
2810	3/4 GOLD CROWN	\$590.96	\$590.96	\$384.12	\$206.84
6545	MARYLAND RETAINER	\$280.16	\$280.16	\$182.10	\$98.06
2950	CROWN BUILD UP/PINS	\$196.72	\$136.72	\$88.87	\$47.85
2951	PIN RETENTION/TOOTH	\$42.15	\$42.15	\$27.40	\$14.75
2954	PREF DOWEL POST&CORE	\$224.83	\$204.83	\$133.14	\$71.69
2952	CAST POST W/CORE	\$262.29	\$262.29	\$170.49	\$91.80
2892	POST FOR CROWN	\$163.95	\$163.95	\$106.57	\$57.38
2933	CR.,ST STL/WINDW-PRE	\$281.04	\$281.04	\$182.68	\$98.36
6520	INLAY-2SURF ABUTMENT	\$612.85	\$612.85	\$398.35	\$214.50
6530	INLAY-3+SURF ABUTMNT	\$612.85	\$612.85	\$398.35	\$214.50
6750	ABUTMENT-PORC/GOLD	\$746.75	\$746.75	\$485.39	\$261.36
6752	ABUTMENT-PORC SEMIPR	\$669.80	\$669.80	\$435.37	\$234.43
6790	ABUTMENT-GOLD	\$746.75	\$746.75	\$485.39	\$261.36
6792	ABUTMENT-SEMIPRECIOU	\$669.80	\$669.80	\$435.37	\$234.43
6780	3/4 GOLD ABUTMENT	\$656.63	\$656.63	\$426.81	\$229.82
6212	CAST SEMI/PREC PONTI	\$669.80	\$669.80	\$435.37	\$234.43
6242	PONTIC PORC SEMPREC.	\$669.80	\$669.80	\$435.37	\$234.43
6240	PORC/GOLD PONTIC	\$746.75	\$746.75	\$485.39	\$261.36
6210	CAST GOLD PONTIC	\$702.58	\$702.58	\$456.68	\$245.90
6220	PONTICS STEELE'S FAC	\$149.89	\$149.89	\$97.43	\$52.46
6230	PONTICS TRU-PONTIC	\$149.89	\$149.89	\$97.43	\$52.46
5281	UNILAT PARTIAL/UNIT	\$655.75	\$655.75	\$426.24	\$229.51
6235	PIN FACING PONTIC	\$149.89	\$149.89	\$97.43	\$52.46
2910	RECEMENT INLAY	\$65.57	\$65.57	\$42.62	\$22.95
2920	RECEMENT CROWN	\$65.57	\$65.57	\$42.62	\$22.95
6930	RECEMENT BRIDGE	\$84.31	\$84.31	\$54.80	\$29.51

PROSTHODONTICS

5110	DENTURE UPPER	\$1,313.25	\$1,100.00	\$715.00	\$385.00
5120	DENTURE LOWER	\$1,313.25	\$1,100.00	\$715.00	\$385.00
5211	UPPER PARTIAL-RESIN	\$861.84	\$861.84	\$560.20	\$301.64
5212	LOWER PARTIAL-RESIN	\$861.84	\$861.84	\$560.20	\$301.64
5213	UPPER PARTIAL-METAL	\$1,313.25	\$1,200.00	\$780.00	\$420.00
5214	LOWER PARTIAL-METAL	\$1,313.25	\$1,200.00	\$780.00	\$420.00
6940	SIMPLE STRESS BREAK	\$193.05	\$193.05	\$125.48	\$67.57
5820	STAYPLATE UPPER DEN	\$390.69	\$370.00	\$240.50	\$129.50
5821	STAYPLATE -LOWER DEN	\$390.69	\$370.00	\$240.50	\$129.50
5410	ADJ COMPLT UPPER DEN	\$52.53	\$52.53	\$34.14	\$18.39
5411	ADJ COMPLT LOWER DEN	\$52.53	\$52.53	\$34.14	\$18.39
5850	TISSUE COND.-UPPER	\$82.73	\$82.73	\$53.77	\$28.96
5700	DENTURE DUPL. JUMP	\$275.78	\$275.78	\$179.26	\$96.52
5422	ADJ PARTIAL LOWER DN	\$52.53	\$52.53	\$34.14	\$18.39
5510	REPAIR COMPLT DENTUR	\$101.12	\$75.00	\$48.75	\$26.25
5730	RELIN-UPPER DENTURE	\$206.84	\$206.84	\$134.45	\$72.39
5731	RELIN-LOWER DENTURE	\$206.84	\$206.84	\$134.45	\$72.39
5740	RELIN-UPPER PARTIAL	\$206.84	\$206.84	\$134.45	\$72.39
1510	FIXED SPACE MAINTAIN	\$206.84	\$206.84	\$134.45	\$72.39
1525	REMOV SPACE MAINT.	\$399.88	\$399.88	\$259.92	\$139.96
1520	SPACE MAINT-UNILATRL	\$372.31	\$399.88	\$259.92	\$139.96
1511	FIXED S.S. CROWN TYP	\$183.86	\$183.83	\$119.49	\$64.34
1515	LING. ARCH SPACE MNT	\$367.71	\$367.71	\$239.01	\$128.70
5741	RELIN-LOWER PARTIAL	\$206.84	\$206.84	\$134.45	\$72.39
5750	RELIN-UPPER(LAB)	\$275.78	\$275.78	\$179.26	\$96.52

5751	RELIN LOWER(LAB)	\$275.78	\$275.78	\$179.26	\$96.52
5760	RELN-UPPER PART(LAB)	\$275.78	\$275.78	\$179.26	\$96.52
5761	RELN-LOWER PART(LAB)	\$275.78	\$275.78	\$179.26	\$96.52
5610	REPAIR RESIN/BASE	\$119.51	\$115.00	\$74.75	\$40.25
5620	REPAIR CAST FRAMEWRK	\$133.29	\$133.29	\$86.64	\$46.65
5630	REPAIR BROKEN CLASP	\$160.87	\$160.87	\$104.57	\$56.30
5640	REPLACE BRKN TOOTH	\$101.12	\$101.12	\$65.73	\$35.39
5650	ADD TOOTH TO PARTIAL	\$137.89	\$137.00	\$89.05	\$47.95
5660	ADD CLASP TO PARTIAL	\$165.47	\$165.47	\$107.56	\$57.91
5710	REBASE UPPER DENTURE	\$367.71	\$367.71	\$239.01	\$128.70
5711	REBASE LOWER DENTURE	\$367.71	\$367.71	\$239.01	\$128.70
5720	REBASE UPPER PARTIAL	\$367.71	\$367.71	\$239.01	\$128.70
5721	REBASE LOWER PARTIAL	\$367.71	\$367.71	\$239.01	\$128.70
5750	RELIN REDO - NO RVU	\$275.78	\$275.78	\$179.26	\$96.52
5851	TISSUE COND.-LOWER	\$82.73	\$82.73	\$53.77	\$28.96
5520	REPAIR DENTURE-TOOTH	\$110.32	\$110.32	\$71.71	\$38.61
5690	EA ADDED TOOTH/CLASP	\$101.12	\$101.12	\$65.73	\$35.39
5691	PART DENTURE REPAIR	\$119.51	\$119.51	\$77.68	\$41.83
5670	REATTACH CLASP	\$101.12	\$101.12	\$65.73	\$35.39

ADA = American Dental Association

**Note: Any procedure or code not listed above is considered
a Non-Covered Benefit and applicable current UCR Fee will be charged**

2013 SPECIALTY RATES
FOLLOWING FEES APPLY ONLY WHEN WORK PERFORMED BY LOCAL ADVANTAGE IN - NETWORK SPECIALIST

Insurance payment to an out of network specialist will only be granted if pre-authorization is obtained

PERIODONTICS					
QSI	ADA	DESCRIPTION	Prior	INSURANCE	PT COPAY
			UCR	50%	50%
	9310	CONSULTATION SPECIALIST	119.00	59.50	59.50
	4341	SPEC ROOT PLANING SCALES	241.00	120.50	120.50
	4210	GINGIVECTOMY/QUAD	911.20	455.60	455.60
	4263	OSSEOUS GRAFT	219.30	109.65	109.65
	4271	FREE GINGIVAL GRAFT	629.00	314.50	314.50
	4260	OSSEOUS SURGERY-QUAD	1487.50	743.75	743.75
	4261	OSSEOUS SURGERY 1-3 TEETH	935.00	467.50	467.50
	4249	CRWN LNPTHN/HRD-SOFT	600.95	300.48	300.48
	4268	GUIDED TISSUE REGENERATION	552.50	276.25	276.25
	3450	ROOT AMPUTAT/ROOT	318.75	159.38	159.38
	9940	NIGHT GUARD	340.00	170.00	170.00
ENDODONTICS					
QSI	ADA	DESCRIPTION	Prior	INSURANCE	PT COPAY
			UCR	50%	50%
	9310	CONSULTATION SPECIALIST	102.00	51.00	51.00
	3310	ROOT CANAL ANTERIOR	667.25	333.63	333.63
	3320	ROOT CANAL BICUSPID	752.25	376.13	376.13
	3330	ROOT CANAL MOLAR	892.50	446.25	446.25
	3346	RETREAT RC-ANTERIOR	667.25	333.63	333.63
	3347	RETREAT RC-BICUSPID	752.25	376.13	376.13
	3348	RETREAT RC- MOLAR	892.50	446.25	446.25
	3410	APICO-ANTERIOR	667.25	333.63	333.63
	3420	APICO+RC RETROGRADE	667.25	333.63	333.63
	3421	APICO-BICUS1ST ROOT	752.25	376.13	376.13
	3425	APICO-MOLAR-1ST ROOT	846.60	423.30	423.30
	3426	APICO EA ADD ROOT	191.25	95.63	95.63
	3430	RETRO FILLING/ROOT	182.75	91.38	91.38

ORAL SURGERY

QSI	ADA	DESCRIPTION	Prior UCR	INSURANCE		PT COPY	
				50%	50%	50%	50%
9310		CONSULTATION SPECIALIST	102.00	51.00	51.00		51.00
7110		EXTRACTION SIMPLE	106.25	53.13	53.13		53.13
7120		EXTRACTION ADDNT	97.75	48.88	48.88		48.88
7140		EXT SIMPLE, ADD OR ROOT	119.00	59.50	59.50		59.50
7210		SURG EXT ERUPT	233.75	116.88	116.88		116.88
7220		EXTRACT SOFT TISSUE	259.25	129.63	129.63		129.63
7230		EXTRACT PART BONY	323.00	161.50	161.50		161.50
7240		EXTRACT FULL BONY	382.50	191.25	191.25		191.25
7250		REMOVE RESIDUAL ROOT	216.75	108.38	108.38		108.38
7260		CLOS., ORAL-MAX SINUS	85.00	42.50	42.50		42.50
7272		TRANSPLANT TOOTH/BUD	467.50	233.75	233.75		233.75
7280		CROWN EXPOSURE	361.25	180.63	180.63		180.63
7281		CROWN EXPOSURE	297.50	148.75	148.75		148.75
7285		BIOPSY-HARD TISSUE	578.00	289.00	289.00		289.00
7286		BIOPSY OF TISSUE	297.50	148.75	148.75		148.75
7286		BIOPSY TISS-INCISION	255.00	127.50	127.50		127.50
7310		ALVEOLECTOMY/QUAD/EX	191.25	95.63	95.63		95.63
7320		ALVEOLECTOMY/QUAD/ED	722.50	361.25	361.25		361.25
7340		VESTIBULOPLASTY	191.25	95.63	95.63		95.63
7341		ALVEOPLASTY/RIDGE XT	191.25	95.63	95.63		95.63
7360		REDUCE TUBEROSITY UN	191.25	95.63	95.63		95.63
7430		EXCS BEN. TUMOR-SMLL	454.75	227.38	227.38		227.38
7431		EXCS BEN. TUMOR-LRG	765.00	382.50	382.50		382.50
7440		RESECTION MAL TUMOR	228.65	114.33	114.33		114.33
7450		EXCISION OF CYST,SML	552.50	276.25	276.25		276.25
7451		EXCISION OF CYST,LRG	807.50	403.75	403.75		403.75
7470		REMOV TORUS-MAX/MAND	658.75	329.38	329.38		329.38
7510		INTRA-ORAL INCISION	161.50	80.75	80.75		80.75
7520		EXTRA-ORAL INCISION	161.50	80.75	80.75		80.75
7530		FOREIGN BODY REMOVAL	284.75	142.38	142.38		142.38
7550		SEQUESTRECTOMY	195.50	97.75	97.75		97.75
7560		MAXILLARY SINUSOTOMY	680.00	340.00	340.00		340.00
7670		ALVEOLUS-STABL TEETH	130.05	65.03	65.03		65.03
7960		FRENECTOMY	403.75	201.88	201.88		201.88
7971		EXCISION PERICORONAL	127.50	63.75	63.75		63.75
9220		ANESTHESIA GENERAL	318.75	159.38	159.38		159.38
9221		ANES. GEN. each + 15 minutes	85.00	42.50	42.50		42.50

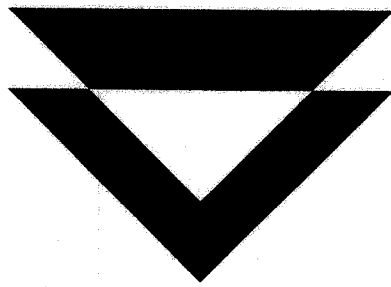
POSTERIOR COMPOSITES LOCAL ADVANTAGE

QSI	ADA	DESCRIPTION	2013	Insurance	Patient Copay
*** POSTERIOR COMPOSITE FOR RESTORATIVE PURPOSES *** (patient requests posterior composite instead of silver alloy/amalgam - caries present)					
226	2391	POSTERIOR COMP 1SURF	144.46	85.22	59.24
227	2392	POSTERIOR COMP 2 SURF	202.24	101.45	100.79
228	2393	POSTERIOR COMP 3SURF	240.76	125.80	114.96
229	2394	POSTERIOR COMP 4SURF	264.84	145.00	119.84
(to replace an existing alloy)					
234	2391	POSTERIOR COMP 1SURF	144.46	72.23	72.23
235	2392	POSTERIOR COMP 2 SURF	202.24	101.12	101.12
236	2393	POSTERIOR COMP 3SURF	240.76	120.38	120.38
229	2394	POSTERIOR COMP 4SURF	264.84	132.42	132.42

Note: Insurance Pays Amalgam Allowance - Patient Copay is Local Advantage Fee less Amalgam Insurance Portion

EXHIBIT 3

SUMMARY PLAN DESCRIPTION



***LOCAL ADVANTAGE PLUS
LOCAL ADVANTAGE BLYTHE
DENTAL PLANS***

SUMMARY PLAN DOCUMENT



APPROVED FOR PLAN YEAR 2011 - 2014

TABLE OF CONTENTS

INTRODUCTION	3
DEFINITIONS	4
ELIGIBILITY	6
ENROLLMENT	6
CHOOSING YOUR DENTIST	7
Selection of Different Dentists by Family Members	
Scheduling Appointments	
Referrals to Specialists	
Payment for Dental Services	
SUMMARY OF COVERED SERVICES	9
DENTAL LIMITATIONS AND EXCLUSIONS	10
GENERAL PROVISIONS	13
Reimbursement Provisions	
Complaint And Claims Appeal Procedures	
Arbitration	
TERMINATION OF GROUP MEMBERSHIP - CONTINUATION OF COVERAGE	15
Termination of Benefits and Re-enrollment	
Continuation of Coverage (COBRA)	
PAYMENT BY THIRD PARTIES	15
Third Party Recovery Process and Your Responsibilities	
Coordination of Benefits	
Workers' Compensation	
PRIVACY PRACTICES	16

INTRODUCTION

The plan is specifically designed by the County of Riverside for County of Riverside employees and their eligible dependents. This Dental Plan provides dental care services through a network of participating dentists and dental groups throughout the County of Riverside. The plan benefits include extensive coverage to meet your dental care needs such as preventative care, restorative services, specialty services, and orthodontia. This Summary Plan Document provides a detailed description of how this plan works and the coverage provided to you. Detailed benefit explanations are included along with an explanation of your responsibilities as a member of this plan.

The plan provides certain services at no charge to you. For other procedures, you pay a co-payment at the time the services are received.

Benefits/Coverage/Claims Questions

If you have any questions about your benefits under this plan, or how the plan works, a representative is available to answer your questions at the office of the plan's Claims Administrator. This office can be reached at: **888-540-9488**

Dental Provider/Network Questions

If you require information about a specific network dentist, or you wish to speak to someone about your network dentist, or you have questions about the network in general, a representative is available to answer your questions at the office of the plan's Claims Administrator. This office can be reached at: **1-888-540-9488**.

This Summary Plan Document will be the primary governing document for all plan coverage decisions and will be the basis for final determination for the provision of benefits. This plan is intended to comply with all laws and regulations that are applicable whether or not specifically described in this Summary Plan Document.

DENTAL PLAN ADDRESSES AND TELEPHONE NUMBERS

Dental Plan Claims Administrator/Member Services:

American Dental Professional Services
9054 N. Deerbrook Trail
Milwaukee, WI 53223
888-540-9488

DEFINITIONS

Annual Enrollment - a period of time established by County of Riverside during which eligible employees and retirees may enroll in a dental plan.

Benefits (Covered Services) - those services which a member is entitled to receive pursuant to the terms of the Dental Plan.

Calendar Year - a period beginning at 12:01 a.m. on January 1 and ending at 12:01 a.m. January 1 of the following year.

Categories of Benefits:

- Diagnostic - procedures to help the dentist evaluate your dental health to determine necessary treatment.
- Preventative - procedures to prevent dental disease (cleanings, for example).
- Restorative - procedures necessary to restore the teeth (other than crowns or cast restorations)
- Minor Restorative - oral surgery, endodontic (root canals), and periodontic (gum) procedures.
- Major Restorative - crowns and cast restorations (caps, veneers, inlays and onlays).
- Prosthodontic - procedures involving bridges and dentures to replace missing teeth.
- Orthodontic - procedures involving appliances (such as braces) or surgery to realign teeth and/or jaws which otherwise do not function properly.

Co-payment - the member's share of the costs to be paid at the time services are received.

Covered Services - those dental services to which the Plan will apply benefit payments, according to the Summary Plan Document.

Dental Plan - Local Advantage Dental Plan.

Eligible Dependent - any of the dependents of an eligible employee who are eligible to enroll for benefits in accordance with the conditions of eligibility outlined in this booklet.

Eligible Employee - any group member or employee who is eligible to enroll for benefits in accordance with the conditions of eligibility outlined in this booklet.

Employer - County of Riverside.

Exclusion - any dental or other treatment for a condition for which the Plan provides no coverage.

Experimental or Investigational - any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized as being in accordance with generally accepted professional dental standards, or if safety and efficacy have not been determined for use in the treatment of a particular illness, injury or dental condition for which it is recommended or prescribed.

Maximum - the greatest dollar amount the Plan will pay for covered procedures in any calendar year, or lifetime orthodontic benefits.

Medicare - the programs of medical care coverage set forth in Title XVIII of the Social Security Act, as amended by Public Law 89-97, or as thereafter amended.

Member - an employee, retiree or family member enrolled under this Dental Plan.

Network - the dentists and dental groups which are contracting with the Plan to provide its members with treatment and services.

Participating Dentist/Dental Group - an independent provider who has an agreement to provide Plan benefits to Members.

Specialist - a dentist other than a network general dentist who has an agreement with the Plan to provide specialty services to members according to an authorized referral by a network general dentist.

Summary Plan Document - the approved summary description of entire benefits available, including Exclusions and Limitations, under this benefit program.

Services - dental care services and supplies.

ELIGIBILITY

Employee Eligibility

You are eligible to participate in the benefits program if you are a regular County employee scheduled to work at least 20 hours per week. Your bargaining unit determines which plan options are available to you. For more information about your benefit options, please review the information provided in the County of Riverside annual enrollment guide.

Dependent Eligibility

You may enroll your eligible dependents in your dental coverage. Your eligible dependents* include:

- Your legal spouse/registered domestic partner, Your and/or your spouse/domestic partner's dependent natural children, adopted children, foster children, and stepchildren under age 26.
 - An otherwise eligible child past age 26 if the child is incapable of self support because of a mental or physical handicap and you continue to claim the child as a dependent on your federal income tax return.

** Important notes about dependent eligibility:*

1. It is against the law to enroll ineligible family members. If you do, you may have to pay for all costs incurred by the ineligible dependent from the date the coverage began.
2. If you do not add newly eligible family members to your plan within the 60-day period of eligibility, you may enroll them during any future annual enrollment period.
3. Your former spouse, parents, parents-in-law, other relatives, and non-disabled children age 26 and over, are not eligible for coverage under this plan.
4. You must drop coverage for your enrolled spouse/domestic partner or dependent child when he/she loses eligibility (e.g., divorce, your child attains age 26).

ENROLLMENT

If you are a newly hired or newly eligible employee, you may elect to enroll within 60-days of your hire date or eligibility. All coverage will be effective the first day of the following month after County of Riverside receives and processes your election.

Making Mid-Year Changes

Each year your elections stay in effect from January 1 through December 31, as long as you remain eligible for benefits. During annual enrollment, you have the opportunity to change your coverage elections for the following plan year. However, after the close of annual enrollment you can make benefit changes **ONLY** if you have a qualified status change.

Qualified status changes include:

- Marriage, or gaining a domestic partner
- Divorce, or separation from domestic partner
- Birth or adoption of a child
- Death of a spouse or a child
- Change in spouse's employment
- Significant changes in your spouse's employer's medical coverage
- Child's loss of eligibility due to age, student status, or marital status

- Full-time/part-time employment status change that results in an insurance eligibility change
- Commencement of or return from an unpaid leave of absence

If one of the above events occurs, and you want to make a benefit change consistent with the specific event, you must submit a new Election Form indicating your new coverage elections within 60-days of the event to the County of Riverside.

Remember, it is your responsibility to stay informed about your coverage. If you have any questions, or need additional information, please contact the County of Riverside Benefits Division.

Benefits Information Line (951) 955-4981
Website: <http://benefits.rc-hr.com>
Email: Benefits@rc-hr.com

CHOOSING YOUR DENTIST

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL CARE MAY BE OBTAINED.

The plan provides easy access to dental care services and there is virtually no paperwork. Members have access to a network of licensed dentists in your local community. The network dental provider listing is available by contacting County of Riverside Benefits Information Line or via the County's website. As a Member of this plan, you are entitled to visit any of these dental providers in the plan network when you need dental care services. You may switch to another network provider without pre-approval at any time.

YOU ARE NOT REQUIRED TO PRE-SELECT A DENTIST AT ENROLLMENT

ALWAYS CALL THE PROVIDER YOU CHOOSE TO VERIFY THE PROVIDER'S PARTICIPATION STATUS

SERVICES PROVIDED BY DENTISTS NOT AUTHORIZED BY LOCAL ADVANTAGE DENTAL PLAN ARE NOT COVERED BY THIS DENTAL PLAN.

Selection of Different Dentists by Enrolled Dependents

As a Member of the plan, you and each enrolled family member may choose to use different dentists within the plan's dental provider network.

Scheduling Appointments

Once you have selected your dentist from the list of participating dentists, simply call the dental office and make an appointment.

Broken Appointment Fees

Broken appointment fees may apply for short cancellation notice.

Referrals To Specialists

The dentist that you select to provide your dental care will refer you to a specialist when treatment by a specialist is appropriate. If the plan dentist refers you to a network specialist (e.g. Periodontist), the plan will pay benefits according to a separate specialist network fee schedule. Please call the plan administrator at **1-888-540-9488** for more information. In the event a referral to a specialist outside the network is necessary, a pre-authorization is required before the plan will coordinate the referral.

NOTE: Reimbursement to a non-network Specialist is limited to the amount the plan would have paid to a network Specialist. Any amount billed over this amount will be your financial responsibility, including any applicable co-payment.

Payment For Dental Services

The plan contracts with individual dentists and dental groups to provide dental services to Plan members. Participating dentists are paid on a discounted fee-for-service basis for each procedure. You are responsible for co-payments. For any services that are not covered under this Dental Plan, payment to the dentist for these services will be your financial responsibility.

For questions regarding covered procedures, please call:

American Dental Professional Services

9054 N. Deerbrook Trail

Milwaukee, WI 53223

1-888-540-9488

NOTE: Be sure to ask your dentist for a Pre-Treatment Estimate and/or a copy of the proposed treatment plan if extensive dental work is going to be undertaken. This will assist you in making your treatment decisions, and understanding what is covered and not covered under the plan.

LOCAL ADVANTAGE PLUS LOCAL ADVANTAGE BLYTHE

SUMMARY OF COVERED SERVICES

THE FOLLOWING SUMMARY IS ONLY A BRIEF DESCRIPTION. PLEASE REFER TO THE BENEFIT LIMITATIONS AND EXCLUSIONS SECTION OF THIS SUMMARY PLAN DOCUMENT FOR FURTHER INFORMATION.

Benefit Maximum: \$1,500 each Member per Calendar Year

Preventative 100%

Initial exam - twice per 12 months
Full mouth x-ray - once every 3 years
Bitewing x-ray - twice per calendar year
Cleanings - twice per calendar year

Sealants – Under age 14 to permanent posterior molars with no decay, restorations, and with occlusal surface intact. Does not include replacement or repair of any sealant on any tooth within 3 years of application.

Restorative 90% (1)

Restorative - Amalgam, synthetic, plastic, resin restorations for treatment of cavities. Posterior composite treatments.

Minor Restorative

Periodontics (2) - Treatment of gums and bones that support the teeth – periodontal cleanings are covered at twice per calendar year.

Extractions (2) - Pre and post operative care

Endodontics (2)- Treatment of tooth pulp

Major Restorative

65% (3) (*)

Crowns, jackets, inlays, onlays, cast restorations - Are benefits on the same tooth only once every 5 years.

Prosthodontics – Once every 5 years unless there is such extensive loss of remaining teeth that the existing appliance cannot be made satisfactory.

Orthodontic Treatment Standard Case (4)

\$120.00 Down payment, \$120.00 per month for 24 months

Lab fees are not included

Cosmetic Dentistry 50%

Whitening, bonding, bleaching, veneers

1. Upgrade fee formula for posterior composite fillings are addressed elsewhere in the SPD.

2. These benefits apply for procedures provided by a General Dentist. Specialist referrals are addressed elsewhere in the SPD.

3. Precious metal costs are not included.

4. This discount applies for Orthodontic Services provided by a Network Specialist.

(*) Additional fee charges for porcelain on molar teeth.

DENTAL LIMITATIONS AND EXCLUSIONS

Limitations

The following limitations apply to certain procedures (identified below) under this Dental Plan:

1. You are responsible for any charges made by a non-network provider, including specialists, unless preauthorization is obtained and approved by the plan network service department or plan administrator (ADPS).
2. Cleanings of any kind are benefits no more than twice in any calendar year.
3. Periodontal scaling and root planning is limited to four (4) separate quadrants every 2 years.
4. Sealant benefits are limited to eligible dependent children up to age fourteen (14). Sealant benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations, and with the occlusal surface intact. Sealant benefits do not include the repair or replacement of a sealant on any tooth within three years of its application. Sealants are limited to one (1) each tooth every three (3) years through age ten (10) on permanent first molars and up to age fourteen (14) on permanent molars.
5. Crowns, jackets, inlays, onlays and cast restorations are benefits on the same tooth only once every five (5) years while you are a patient under the plan unless the plan determines that replacement is required because restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissue since the replacement of the restoration.
6. Full cast crowns, porcelain crowns, porcelain fused to metal or plastic processed to metal type crowns are not a benefit for children under 16 years of age. The plan covers an acrylic or stainless steel crown.
7. Referral for specialty care is limited to orthodontics, oral surgery, periodontics, and endodontics. Referral to an out-of-network pediatric dentist is specifically excluded. Oral surgery, periodontic and endodontic procedures performed by a specialist are covered at 50%.
8. Full mouth x-rays – one (1) set every three (3) years.
9. Two (2) sets of bitewing x-rays twice per calendar year.
10. Prosthodontic appliances are benefits only once every five (5) years, while you are eligible under this plan, unless the plan determines that there has been such an extensive loss of remaining teeth or a change in supporting tissues that the existing appliance cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under the plan will be made if it is unsatisfactory and cannot be made satisfactory. Full or partial denture relines or rebasing are limited to one per arch per 12 consecutive months.

11. Optional treatment provisions: If you select a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable, alternative treatment plan. The plan will pay the applicable percentage of the lesser fee for the customary or standard treatment and you are responsible for the remainder of the dentist's fee. *An example would be: When an enrollee receives a composite (white) filling in place of an alloy/amalgam filling when decay is present on a back tooth, the plan makes an allowance toward its cost. The allowance is based on the plan's fee for the equivalent alloy/amalgam filling and the enrollee pays the difference to the posterior composite fee. For cosmetic purposes to replace an alloy/amalgam filling, the plan coverage is 50%.*
12. You must remain on the plan during the period of time you or your eligible dependent(s) is/are undergoing orthodontic treatment. Any early termination will result in pro-rated charges for all unfinished work according to the Orthodontic contract signed at the start of treatment.
13. Implants and any associated abutments (appliances inserted into bone or soft tissue in the jaw, usually to anchor a crown, fixed bridge, partial or denture) are not covered by the plan. However, if implants are provided along with a covered prosthodontic appliance (examples noted above), the plan will allow the benefit for the covered standard prosthodontic appliance supported by the implant in conjunction with all other provisions, exclusions and limitations of the plan. You are responsible for the remainder of the dentist's fees less the plan's benefits

Exclusions – Services The Plan Does Not Cover

No benefits will be covered for expenses incurred:

1. For any procedure not specifically listed as a covered benefit.
2. For procedures that are (a) in the opinion of the dentist are not clinically necessary for your health; (b) services or charges which are necessitated as a result of you failing to follow a documented prescribed course of treatment; (c) services which are obtained outside the Plan network and services which are not pre-authorized by the plan (including specialty services); (d) services or supplies that do not meet accepted standards of dental practice, and/or which are experimental in nature.
3. Grafting tissue - from outside the mouth to tissue inside the mouth ("extraoral grafts"), implants (materials implanted into bone or soft tissue) or the removal of implants.
4. Services for any disturbances of the jaw joints (temporomandibular joints or "TMJ") or associated muscles, nerves or tissues.
5. For treatment that was started by any dentist prior to your eligibility under the plan, including, but not limited to, orthodontics, endodontics, crowns, bridges, inlays, onlays, dentures, and prior extractions.
6. Charges for replacement or repair of an orthodontic appliance paid in part or in full by the plan. See the Orthodontic contract for specific information on repairs and broken appliances.

7. Extractions of over-retained teeth are not covered.
8. Surgery necessary to correct skeletal imbalances and/or malformations (e.g., orthognathic surgery).
9. Procedures requiring appliances or restorations (except dentures) that are necessary for adult or pediatric full mouth rehabilitation or to alter, restore or maintain occlusion, a change of vertical dimension, restorative equilibration, kinesiology, or consultation for and/or treatment of disturbances of the temporomandibular joint (TMJ).
10. The following are not included as orthodontic benefits: replacement or repair of appliances, orthodontic extractions, special appliances (e.g., Herbst appliances, rapid palatal expanders), retreatment of orthodontic cases, changes in treatment necessitated by patient neglect, and treatment in excess of twenty-four (24) months. See the Orthodontic contract for specific information.
11. For consultation by a specialist for non-covered benefits.
12. Hospitalization costs (and associated fees) for any dental procedures.
13. The plan will not be financially responsible for services determined to be the responsibility of Workers' Compensation or Employees Liability, services for which benefits are payable under any Federal Government or any state program, or for services for treatment of any automobile related injury in which you are entitled to payment under an automobile insurance policy.
14. Prescriptions and medications not normally supplied or dispensed by a dental office (this includes home care items such as rotodents, peridex, tetracycline rinses, etc.).
15. Administration of general anesthesia (other than when administered for a covered oral surgery procedure), intravenous sedation, oral sedation, or the services of an Anesthesiologist.
16. Treatment of bone fractures or dislocations.
17. Treatment of cysts, malignancies, or neoplasms.
18. Treatment of congenital or developmental malformations NOT including deciduous teeth and supernumerary teeth.
19. Implants and associated services (e.g. abutments).
20. Replacement of dentures, appliances, crowns, or bridgework, due to loss or theft or any duplicate prosthetic device or appliance.
21. Precision attachments or stress breakers.

GENERAL PROVISIONS

Reimbursement Provisions

The plan is designed to eliminate claim forms and expenses other than required co-payments. In some circumstances, you may incur expenses for covered services (such as out-of-area emergency care). If this happens, any amount billed over this amount will be your financial responsibility, including any applicable co-payment.

If you receive a bill for covered services, please provide the plan with a copy of the bill within 90 days of the date the service was rendered. Please submit the bill to:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223

In the event such a claim is denied, you may resubmit within 90 days of the initial denial, explaining in writing why you believe your claim should be approved.

Complaint And Claims Appeal Procedures

If you have a question or concerns regarding eligibility, you may call the County of Riverside Benefits Information Line: **1-951-955-4981**.

If you have any questions about the services you receive from a plan dentist, we recommend that you first discuss the matter with your dentist. If you continue to have concerns, call the plan's claims administrator: **1-888-540-9488**.

If you have a question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of the quality of dental services performed by a plan dentist, you may call: **1-888-540-9488**.

You have 60 days after you receive notice of denial to appeal. If you write, you must include the name of the patient, the group name and social security number or identification number, and your telephone number on all correspondence. You should also include a copy of the treatment form, notice of payment and any other relevant information. Clearly explain your complaint and send it to the plan's claim administrator:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223

Arbitration

Arbitration is a vehicle for the resolution of any disputes concerning dental care services or benefits, or contract interpretation (except disputes concerning eligibility for enrollment, effective date of coverage, and malpractice or bad faith).

Arbitration resolves differences pertaining to any personal liability, tort claims, or contract disputes (excluding claims for professional malpractice or bad faith) originating from this agreement.

Pursuant to California law, any claim of up to \$200,000 must be decided by a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than \$200,000. However, the plan and the member may agree in writing to waive the requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two-party appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The member shall have three business days to rescind the waiver agreement unless the agreement has also been signed by the member's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, the *Local Advantage Dental* plan may assume all or part of your share of the fees and expenses of the neutral arbitrator, provided you have submitted a hardship application to the American Arbitration Association. The approval or denial of a hardship application shall be determined by the American Arbitration Association. You may obtain a hardship application by contacting the American Arbitration Association in Los Angeles, or Orange County.

BY ENROLLING IN THIS PLAN YOU ARE AGREEING TO HAVE CERTAIN DISPUTES (MENTIONED ABOVE) DECIDED BY NEUTRAL BINDING ARBITRATION. THE LOCAL ADVANTAGE DENTAL PLAN AND MEMBERS WAIVE THEIR RIGHT TO A JURY OR COURT TRIAL FOR THESE DISPUTES.

The California Department of Insurance is responsible for regulating public agency self-funded health care service plans. The Department has a toll-free telephone number (1-800-927-4357) to receive complaints regarding dental plans. If you have a grievance against the plan, you should contact the plan and use the plan's grievance process. If you need the Department's help with a complaint involving an emergency grievance or with a grievance that has not been satisfactorily resolved by the plan, you may call the Department's toll-free telephone number.

Eligibility Issues

These issues must be referred directly to the County of Riverside Human Resources Department, Benefits Division.

TERMINATION OF GROUP MEMBERSHIP - CONTINUATION OF COVERAGE

Termination of Benefits and Re-Enrollment

Coverage may be terminated for individual members if any of the following events occur:

- An employee, retiree or dependent ceases to be eligible for coverage.
- Voluntary cancellation of coverage by an employee, retiree or dependent.

All rights to coverage and care stop on the date you are no longer eligible. If for any reason the County of Riverside terminates the plan, your coverage will end on the day the plan terminates.

The plan will not terminate or refuse to renew the enrollment of any person because of his or her dental health status or need for dental care services.

Continuation of Coverage (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." You or your dependents may be entitled to continue coverage under this program, at the "Qualified Beneficiary's" expense, if certain conditions are met. The period of continued coverage depends on the "Qualifying Event." Coverage will be extended 18 months for the Subscriber and eligible family members. A dependent can be eligible for up-to 36 months depending on the qualified event.

The benefits of the continuation of coverage are identical to those provided by the plan and the cost of coverage may not exceed 102% of the applicable current group premium. This coverage may be extended for up to an additional eleven (11) months if you are recognized as disabled by Social Security. This extension of coverage is available at a cost not to exceed 150% of the applicable current group premium. An eligible employee or family member is entitled to elect this coverage provided an election is made within sixty (60) days of notification of eligibility and the premium is paid. No employer contribution is available to cover the premium required.

PAYMENT BY THIRD PARTIES

Third Party Recovery Process and Your Responsibilities

If you are ever injured through the actions of another (a third party) and receive compensation for your dental care, you will be required to reimburse the plan, or its nominee, for the reasonable value of dental services and benefits provided. The amount of reimbursement shall not exceed the amount of compensation you receive from the third party.

- You must obtain the plan's written consent prior to settling any claim or releasing any third party from liability, if such a release would limit the plan's right to reimbursement.
- Should you settle your claim against a third party and compromise the plan's **reimbursement** rights, the plan reserves the right to initiate legal action. Attorney fees will be awarded to the prevailing party.
- You are required to cooperate in protecting the interest of the plan by providing the *plan* with all liens, assignments or other documents. Failure to cooperate with the plan in this regard could result in membership termination.

Coordination of Benefits

If you or an eligible dependent are covered by the plan and another group dental plan, the plan will coordinate its benefits with those of the other plan only when the patient is seen by a provider within the Plan's provider network. The goal of this kind of coordination is to maximize coverage for allowable expenses, minimize out-of-pocket costs, and to prevent any payment duplication.

- In order to ensure proper coordination, you must inform the plan of any other dental coverage for which you or your dependent (s) may be eligible.

- If the plan pays more benefits than appropriate, the plan may recover excess benefit payments from you, the plan with primary responsibility, or any other person or entity that benefited from the overpayment.

Workers' Compensation

If you are receiving benefits because of Workers' Compensation, the plan will not duplicate those benefits. It is your responsibility to take whatever action is necessary to receive payment under Workers' Compensation laws, when such payments can reasonably be expected.

If the plan happens, for whatever reason, to duplicate benefits to which you are entitled under Workers' Compensation law, you are required to reimburse the plan, at prevailing rates, immediately after receiving monetary award, whether by settlement or judgment.

In the event of a dispute arising between you and your Workers' Compensation filing, the plan will provide the benefits described in this agreement until the dispute is resolved.

If you receive a settlement of Worker's Compensation that includes payment of future medical costs, you may be liable to reimburse the plan for those costs.

PRIVACY PRACTICES

County of Riverside and American Dental Professional Services, LLC (ADPS) is committed to respecting the privacy of our employees, retirees and customers. We are required by applicable federal and state law to maintain the privacy of your health information.

The Type of Information We May Collect

We collect nonpublic personal information about you from the following sources:

- Eligibility from your Employer
- Transactions with us or our affiliated companies
- Claims submission from dental providers

Information We May Disclose

We do not disclose any nonpublic personal information about our members or former members to anyone, except as permitted by law, unless you specifically request that we do so. We only make those disclosures needed to administer your dental program and as necessary to effect transactions in the ordinary course of business. Any disclosures are only made to our affiliates, agents, or third parties that perform services on our behalf such as account administration or marketing our services or products.

Confidentiality and Security of Your Nonpublic Personal Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Any questions or concerns regarding this privacy notice should be directed to our Customer Services Department at 1-888-540-9488.

This document has been reviewed and approved by the County of Riverside's Board of Supervisors, and is the official plan document.

COUNTY OF RIVERSIDE:

By: 
Chairman, Board of Supervisors

Date: 8-28-12

ATTEST:

KECIA HARPER-JHEM, Clerk

By: 
DEPUTY

ATTACHMENT D

LOCAL ADVANTAGE PLUS

AND

LOCAL ADVANTAGE BLYTHE

FIRST DENTAL HEALTH PLAN'S

FEE SCHEDULE

2012 Fee Schedule

(Effective January 1, 2012)

Reimbursement for the procedure codes listed herein shall be based on either the contracted FDH Fee Schedule amount or the Provider's usual billed charges, whichever is less. In no case shall the patient be charged more than the contracted amount as set forth for covered services, as applicable by state law. Procedure codes not listed herein are contracted as follows; • Local Advantage PPO 15% off of the Provider's UCR

Diagnostic Procedures		
Code	Description	Fee
D0120	Periodic oral evaluation	20.00
D0140	Limited oral evaluation - problem focused	30.00
D0145	Oral evaluation for a patient under 3 years of age and counseling with primary caregiver	32.00
D0150	Comprehensive oral evaluation - new or established patient	38.00
D0170	Re-evaluation-limited; problem focused (established patient; not post-operative visit)	31.00
D0180	Comprehensive periodontal evaluation - new or established patient	58.00
D0210	Intraoral complete series (including bitewings)	71.00
D0220	Intraoral radiograph - periapical first film	19.00
D0230	Intraoral radiograph - periapical each additional film	10.00
D0240	Intraoral radiograph - occlusal film	18.00
D0270	Bitewing radiograph - single film	15.00
D0272	Bitewings radiograph - 2 films	25.00
D0273	Bitewings radiograph; 3 films	27.00
D0274	Bitewings radiograph - 4 films	31.00
D0277	Vertical bitewings - 7 to 8 films	39.00
D0290	Posterior-anterior or lateral skull and facial bone survey film	30.00
D0321	Radiographs - other temporomandibular joint films	47.00
D0322	Radiographs - tomographic survey	134.00
D0330	Radiograph - panoramic film	45.00
D0340	Radiograph - cephalometric film	45.00
D0350	Oral/facial images	31.00
D0415	Collection of microorganisms for culture and sensitivity. By report, provide copy of test results	29.00
D0425	Caries susceptibility tests. By report, provide copy of test results	19.00
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures	39.00
D0460	Pulp vitality tests	23.00
D0470	Diagnostic casts or study models	48.00
D0474	Accession of tissue, gross & microscopic examination	77.00
D0480	Accession of exfoliative cytologic smears,microscopic examination	80.00
D0486	Accession of brush biopsy sample	74.00

Preventive Procedures		
Code	Description	PFC
D1110	Prophylaxis - adult age 12 & older	70.00
D1120	Prophylaxis - child	43.00
D1203	Topical application of fluoride - child (prophylaxis not included)	24.00
D1204	Topical application of fluoride - adult (prophylaxis not included) age 12 & older	28.00
D1206	Topical fluoride varnish - by report	30.00
D1330	Oral Hygiene instructions	35.00
D1351	Sealant - per tooth - under age 16 on permanent molars only	27.00
D1352	Preventive resin restoration in a moderate to high caries risk patient-permanent molars only	27.00
D1510	Space maintainer - fixed - unilateral	131.00
D1515	Space maintainer - fixed - bilateral	166.00
D1520	Space maintainer - removable - unilateral	131.00
D1525	Space maintainer - removable - bilateral	191.00

Preventive Procedures

Continued...

Code	Description	PPO
D1550	Re-cementation of space maintainer	20.00
D1555	Removal of fixed space maintainer	42.00

Restorative Procedures

Code	Description	PPO
D2140	Amalgam - 1 surface - primary or permanent	67.00
D2150	Amalgam - 2 surfaces - primary or permanent	88.00
D2160	Amalgam - 3 surfaces - primary or permanent	110.00
D2161	Amalgam - 4 or more surfaces - primary or permanent	121.00
D2330	Resin-based composite - 1 surface - anterior	94.00
D2331	Resin-based composite - 2 surfaces - anterior	112.00
D2332	Resin-based composite - 3 surfaces - anterior	149.00
D2335	Resin-based composite - 4 or more surfaces or involving incisal angle - anterior	152.00
D2390	Resin-based composite crown - anterior	170.00
D2391	Resin-based composite - 1 surface - posterior	96.00
D2392	Resin-based composite - 2 surfaces - posterior	138.00
D2393	Resin-based composite - 3 surfaces - posterior	171.00
D2394	Resin-based composite - 4 or more surfaces - posterior	199.00
D2510	Metallic inlay - 1 surface	287.00
D2520	Metallic inlay - 2 surfaces	374.00
D2530	Metallic inlay - 3 or more surfaces	425.00
D2542	Metallic onlay - 2 surfaces	454.00
D2543	Metallic onlay - 3 surfaces	497.00
D2544	Metallic onlay - 4 or more surfaces	623.00
D2610	Porcelain/ceramic inlay - 1 surface	301.00
D2620	Porcelain/ceramic inlay - 2 surfaces	393.00
D2630	Porcelain/ceramic inlay - 3 or more surfaces	447.00
D2642	Porcelain/ceramic onlay - 2 surfaces	435.00
D2643	Porcelain/ceramic onlay - 3 surfaces	522.00
D2644	Porcelain/ceramic onlay - 4 or more surfaces	654.00
D2650	Resin-based composite inlay - 1 surface (lab)	259.00
D2651	Resin-based composite inlay - 2 surfaces (lab)	341.00
D2652	Resin-based composite inlay - 3 or more surfaces (lab)	387.00
D2662	Resin-based composite onlay - 2 surfaces (lab)	391.00
D2663	Resin-based composite onlay - 3 surfaces (lab)	452.00
D2664	Resin-based composite onlay - 4 or more surfaces (lab)	566.00
D2710	Crown - resin based composite (indirect)	240.00
D2720	Crown - resin with high noble metal	629.00
D2721	Crown - resin with predominantly base metal	504.00
D2722	Crown - resin with noble metal	555.00
D2740	Crown - porcelain/ceramic substrate	722.00
D2750	Crown - porcelain fused to high noble metal	763.00
D2751	Crown - porcelain fused to predominantly base metal	625.00
D2752	Crown - porcelain fused to noble metal	665.00
D2780	Crown - ¾ cast high noble metal	715.00
D2781	Crown - ¾ cast predominantly base metal	596.00
D2782	Crown - ¾ cast noble metal	634.00
D2783	Crown - ¾ cast porcelain /ceramic	687.00
D2790	Crown - full cast high noble metal	715.00
D2791	Crown - full cast predominantly base metal	596.00
D2792	Crown - full cast noble metal	634.00
D2794	Crown - titanium	634.00
D2799	Provisional crown	152.00
D2910	Recement inlay, onlay, or partial coverage restoration	39.00
D2915	Recement cast or prefabricated post and core	39.00

Restorative Procedures		Continued...
Code	Description	PPO
D2920	Recement crown	39.00
D2930	Prefabricated stainless steel crown - primary tooth	114.00
D2931	Prefabricated stainless steel crown - permanent tooth	125.00
D2932	Prefabricated resin crown	96.00
D2933	Prefabricated stainless steel crown with resin window	136.00
D2934	Prefabricated esthetic coated stainless steel crown - primary tooth	114.00
D2940	Sedative filling	38.00
D2950	Core buildup - including pins	114.00
D2951	Pin retention - per tooth - in addition to restoration	31.00
D2952	Post and core in addition to crown, indirectly fabricated	177.00
D2954	Prefabricated post and core in addition to crown	120.00
D2960	Labial veneer (resin laminate) - chairside	229.00
D2961	Labial veneer (resin laminate) - laboratory	431.00
D2962	Labial veneer (porcelain laminate) - laboratory	600.00
D2970	Temporary crown (fractured tooth) - by report	141.00
D2971	Additional procedures to construct new crown under existing partial denture framework	39.00

Endodontics

Code	Description	PPO
D3110	Pulp cap - direct	33.00
D3120	Pulp cap - indirect	29.00
D3220	Therapeutic pulpotomy	82.00
D3221	Pulpal debridement - primary and permanent teeth	71.00
D3222	Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development	171.00
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration) Primary incisors and cuspids.	96.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration) Primary first and second molars.	108.00
D3310	Root canal therapy - anterior - traditional	477.00
D3320	Root canal therapy - bicuspid - traditional	561.00
D3330	Root canal therapy - molar - traditional	845.00
D3331	Treatment of root canal obstruction; non-surgical access	102.00
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth	276.00
D3333	Internal root repair of perforation defects	160.00
D3346	Retreatment of root canal - anterior	601.00
D3347	Retreatment of root canal - bicuspid	702.00
D3348	Retreatment of root canal - molar	898.00
D3410	Apicoectomy/Periradicular surgery - anterior - performed as separate surgical procedure	492.00
D3421	Apicoectomy/Periradicular surgery - bicuspid - first root	632.00
D3425	Apicoectomy/Periradicular surgery - molar - first root	632.00
D3426	Apicoectomy/Periradicular surgery - each additional root	212.00
D3430	Retrograde filling - per root - in addition to apicoectomy	93.00
D3450	Root amputation - per root	281.00
D3920	Hemisection (including any root removal)	281.00
D3950	Canal preparation and fitting of preformed dowel or post	62.00

Periodontics

Code	Description	PPO
D4210	Gingivectomy or gingivoplasty - 4 or more contiguous teeth or bounded teeth spaces per quadrant	239.00
D4211	Gingivectomy or gingivoplasty - 1 to 3 contiguous or bounded teeth spaces per quadrant	118.00
D4230	Anatomical crown exposure - 4 or more contiguous teeth per quadrant	667.00
D4231	Anatomical crown exposure - 1 to 3 teeth per quadrant	346.00
D4240	Gingival flap procedure - includes root planing - 4 plus contiguous teeth or bounded teeth spaces per quadrant	344.00
D4241	Gingival flap procedure, including root planing - 1 to 3 contiguous teeth or bounded teeth spaces per quadrant	173.00
D4249	Crown lengthening - hard tissue - by report	482.00

Periodontics **Continued...**

Code	Description	PPO
D4260	Osseous surgery - 4 or more contiguous teeth or bounded teeth spaces per quadrant	786.00
D4261	Osseous surgery (including flap entry and closure)- 1 to 3 contiguous or bounded teeth spaces per quadrant	429.00
D4263	Bone replacement graft - first site in quadrant	257.00
D4264	Bone replacement graft - each additional site in quadrant	153.00
D4266	Guided tissue regeneration - resorbable barrier - per site	275.00
D4267	Guided tissue regeneration - nonresorbable barrier - per site (includes membrane removal)	275.00
D4270	Pedicle soft tissue graft procedure	521.00
D4271	Free soft tissue graft procedure (including donor site surgery)	521.00
D4273	Subepithelial connective tissue graft procedures - per tooth (includes donor site surgery)	645.00
D4274	Distal or proximal wedge procedure	280.00
D4275	Soft tissue allograft	552.00
D4276	Combined connective tissue and double pedicle graft - per tooth	700.00
D4320	Provisional splinting - intracoronal - by report	158.00
D4321	Provisional splinting - extracoronal - by report	158.00
D4341	Periodontal scaling & root planing - 4 or more teeth - per quadrant	135.00
D4342	Periodontal scaling & root planing - 1 to 3 teeth - per quadrant	92.00
D4355	Full mouth debridement	71.00
D4381	Localized delivery of antimicrobial agents-per tooth	38.00
D4910	Periodontal maintenance procedures following active therapy	91.00

Prosthodontics (Removable)

Code	Description	PPO
D5110	Complete maxillary denture	898.00
D5120	Complete mandibular denture	898.00
D5130	Immediate maxillary denture	945.00
D5140	Immediate mandibular denture	945.00
D5211	Maxillary partial denture - resin base	469.00
D5212	Mandibular partial denture - resin base	469.00
D5213	Maxillary partial denture - cast metal framework with resin denture base	1022.00
D5214	Mandibular partial denture - cast metal framework with resin denture base	1022.00
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	702.00
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	702.00
D5281	Removable unilateral partial denture - 1 piece cast metal	425.00
D5410	Adjust complete denture - maxillary	32.00
D5411	Adjust complete denture - mandibular	32.00
D5421	Adjust partial denture - maxillary	32.00
D5422	Adjust partial denture - mandibular	32.00
D5510	Repair broken complete denture base	93.00
D5520	Replace missing or broken teeth - complete denture (each tooth)	79.00
D5610	Repair resin denture base	79.00
D5620	Repair cast framework	94.00
D5630	Repair or replace broken clasp	119.00
D5640	Replace broken teeth - per tooth	93.00
D5650	Add tooth to existing partial denture	93.00
D5660	Add clasp to existing partial denture	119.00
D5710	Rebase complete denture - maxillary	247.00
D5711	Rebase complete denture - mandibular	247.00
D5720	Rebase partial denture - maxillary	227.00
D5721	Rebase partial denture - mandibular	227.00
D5730	Reline complete denture - maxillary - chairside	133.00
D5731	Reline complete denture - mandibular - chairside	133.00
D5740	Reline partial denture - maxillary - chairside	133.00
D5741	Reline partial denture - mandibular - chairside	133.00
D5750	Reline complete denture - maxillary - laboratory	227.00
D5751	Reline complete denture - mandibular - laboratory	227.00

Prosthodontics (Removable)

Continued...

Code	Description	PPO
D5760	Reline partial denture - maxillary - laboratory	213.00
D5761	Reline partial denture - mandibular - laboratory	213.00
D5810	Interim complete denture - maxillary	415.00
D5811	Interim complete denture - mandibular	415.00
D5820	Interim partial denture - maxillary	315.00
D5821	Interim partial denture - mandibular	315.00
D5850	Tissue conditioning - maxillary	64.00
D5851	Tissue conditioning - mandibular	64.00
D5860	Overdenture - complete - by report	945.00
D5861	Overdenture - partial - by report	945.00
D5862	Precision attachment - by report	244.00
D5982	Surgical stent - by report	247.00

Implant Services

Code	Description	PPO
D6010	Surgical placement of implant body - endosteal implant	1545.00
D6056	Prefabricated abutment - includes placement	359.00
D6058	Abutment supported crown - porcelain/ceramic	1022.00
D6059	Abutment supported crown - porcelain fused to high noble metal	1009.00
D6060	Abutment supported crown - porcelain fused to predominantly base metal	953.00
D6061	Abutment supported crown - porcelain fused to noble metal	974.00
D6062	Abutment supported crown - cast high noble metal	923.00
D6063	Abutment supported crown - cast predominantly base metal	794.00
D6064	Abutment supported crown - cast noble metal	840.00
D6065	Implant supported crown - porcelain/ceramic	957.00
D6066	Implant supported crown - porcelain fused to high noble metal or titanium	933.00
D6067	Implant supported crown - high noble metal or titanium	906.00
D6068	Abutment supported retainer for porcelain/ceramic FPD	1022.00
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)	1009.00
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)	953.00
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal)	974.00
D6072	Abutment supported retainer for cast metal FPD (high noble metal)	946.00
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal)	858.00
D6074	Abutment supported retainer for cast metal FPD (noble metal)	924.00
D6075	Implant supported retainer for ceramic FPD	1006.00
D6076	Implant supported retainer for porcelain fused to metal FPD (high noble metal or titanium)	979.00
D6077	Implant supported retainer for cast metal FPD (high noble metal or titanium)	906.00
D6078	Implant/Abutment supported fixed denture for completely edentulous arch	998.00
D6079	Implant/Abutment supported fixed denture for partially edentulous arch	998.00
D6092	Recement implant/abutment supported crown	42.00
D6093	Recement implant/abutment supported fixed partial denture	61.00
D6094	Abutment supported crown - (titanium)	622.00
D6190	Radiographic/surgical implant index - by report	165.00
D6194	Abutment supported retainer crown for FPD - (titanium)	622.00

Prosthodontics (Fixed)

Code	Description	PPO
D6210	Bridge pontic - cast high noble metal	684.00
D6211	Bridge pontic - cast predominantly base metal	571.00
D6212	Bridge pontic - cast noble metal	634.00
D6214	Bridge pontic - titanium	634.00
D6240	Bridge pontic - porcelain fused to high noble metal	719.00
D6241	Bridge pontic - porcelain fused to predominantly base metal	599.00
D6242	Bridge pontic - porcelain fused to noble metal	637.00
D6245	Bridge pontic - porcelain/ceramic	689.00

Prosthodontics (Fixed)

Continued...

Code	Description	PPO
D6250	Bridge pontic - resin with high noble metal	614.00
D6251	Bridge pontic - resin with predominantly base metal	492.00
D6252	Bridge pontic - resin with noble metal	541.00
D6253	Provisional pontic	136.00
D6254	Interim pontic	136.00
D6545	Retainer - cast metal for resin bonded fixed prothesis	173.00
D6600	Bridge retainer inlay - porcelain/ceramic - 2 surfaces	401.00
D6601	Bridge retainer inlay - porcelain/ceramic - 3 or more surfaces	455.00
D6602	Bridge retainer inlay - cast high noble metal - 2 surfaces	402.00
D6603	Bridge retainer inlay - cast high noble metal - 3 or more surfaces	457.00
D6604	Bridge retainer inlay - cast predominantly base metal - 2 surfaces	354.00
D6605	Bridge retainer inlay - cast predominantly base metal - 3 or more surfaces	415.00
D6606	Bridge retainer inlay - cast noble metal - 2 surfaces	382.00
D6607	Bridge retainer inlay - cast noble metal - 3 or more surfaces	433.00
D6608	Bridge retainer onlay - porcelain/ceramic - 2 surfaces	444.00
D6609	Bridge retainer onlay - porcelain/ceramic - 3 or more surfaces	532.00
D6610	Bridge retainer onlay - cast high noble metal - 2 surfaces	524.00
D6611	Bridge retainer onlay - cast high noble metal - 3 or more surfaces	684.00
D6612	Bridge retainer onlay - cast predominantly base metal - 2 surfaces	415.00
D6613	Bridge retainer onlay - cast predominantly base metal - 3 or more surfaces	564.00
D6614	Bridge retainer onlay - cast noble metal - 2 surfaces	463.00
D6615	Bridge retainer onlay - cast noble metal - 3 or more surfaces	635.00
D6720	Bridge retainer crown - resin with high noble metal	641.00
D6721	Bridge retainer crown - resin with predominantly base metal	514.00
D6722	Bridge retainer crown - resin with noble metal	566.00
D6740	Bridge retainer crown - porcelain/ceramic	687.00
D6750	Bridge retainer crown - porcelain fused to high noble metal	763.00
D6751	Bridge retainer crown - porcelain fused to predominantly base metal	625.00
D6752	Bridge retainer crown - porcelain fused to noble metal	665.00
D6780	Bridge retainer crown - ¾ cast high noble metal	715.00
D6781	Bridge retainer crown - ¾ cast predominantly base metal	596.00
D6782	Bridge retainer crown - ¾ cast noble metal	634.00
D6783	Bridge retainer crown - ¾ porcelain/ceramic	687.00
D6790	Bridge retainer crown - full cast high noble metal	715.00
D6791	Bridge retainer crown - full cast predominantly base metal	596.00
D6792	Bridge retainer crown - full cast noble metal	634.00
D6793	Provisional retainer crown	152.00
D6794	Bridge retainer crown - titanium	634.00
D6795	Interim retainer crown	152.00
D6930	Recement fixed partial denture	61.00
D6940	Stress breaker - by report	174.00
D6950	Precision attachment - by report	288.00
D6970	Post and core in addition to fixed partial denture retainer, indirectly fabricated	177.00
D6972	Prefabricated post & core in addition to FPD retainer	120.00
D6973	Core build up for retainer - including any pins	114.00

Oral and Maxillofacial Surgery

Code	Description	PPO
D7111	Extraction - coronal remnants - deciduous tooth	63.00
D7140	Extraction - erupted tooth or exposed root (elevation and/or forceps removal)	79.00
D7210	Surgical removal of erupted tooth	146.00
D7220	Removal of impacted tooth - soft tissue	192.00
D7230	Removal of impacted tooth - partially bony	272.00
D7240	Removal of impacted tooth - completely bony	348.00
D7241	Removal of impacted tooth - completely bony - with unusual surgical complications - by report	386.00

Oral and Maxillofacial Surgery

Continued...

Code	Description	PPO
D7250	Surgical removal of residual tooth roots - cutting procedure	157.00
D7260	Oroantral fistula closure	444.00
D7261	Primary closure of a sinus perforation	393.00
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth - by report	325.00
D7272	Tooth transplantation (includes reimplantation from 1 site to another & splinting &/or stabilization) - by report	325.00
D7280	Surgical access of an erupted tooth	336.00
D7283	Placement of device to facilitate eruption of impacted tooth	110.00
D7285	Biopsy of oral tissue - hard (bone, tooth) - by report	117.00
D7286	Biopsy of oral tissue - soft (all others) - by report	117.00
D7287	Exfoliative cytological sample collection - by report	107.00
D7288	Brush biopsy - transepithelial sample collection - by report	50.00
D7291	Transseptal fibrotomy/supra crestial fibrotomy - by report	32.00
D7310	Alveoloplasty in conjunction with extractions - 4 or more teeth or tooth spaces, per quadrant	141.00
D7311	Alveoloplasty - in conjunction with extractions - 1 to 3 teeth or tooth spaces, per quadrant	71.00
D7320	Alveoloplasty not in conjunction with extractions - 4 or more teeth or tooth spaces, per quadrant	200.00
D7321	Alveoloplasty - not in conjunction with extractions - 1 to 3 teeth or tooth spaces, per quadrant	100.00
D7340	Vestibuloplasty - ridge extension - secondary epithelialization	708.00
D7350	Vestibuloplasty - ridge extension	1181.00
D7410	Excision of benign lesion up to 1.25 cm	177.00
D7411	Excision of benign lesion greater than 1.25 cm	236.00
D7412	Excision of benign lesion - complicated - by report	337.00
D7413	Excision of malignant lesion up to 1.25 cm	202.00
D7414	Excision of malignant lesion greater than 1.25 cm	263.00
D7415	Excision of malignant lesion - complicated - by report	365.00
D7440	Excision of malignant tumor - lesion diameter up to 1.25 cm	224.00
D7441	Excision of malignant tumor - lesion diameter greater than 1.25 cm	303.00
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm	194.00
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm	278.00
D7460	Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm	194.00
D7461	Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm	278.00
D7471	Removal of lateral exostosis (maxilla or mandible)	319.00
D7472	Removal of torus palatinus	393.00
D7473	Removal of torus mandibularis	393.00
D7485	Surgical reduction of osseous tuberosity	262.00
D7510	Incision and drainage of abscess - intraoral soft tissue	94.00
D7530	Removal of a foreign body from mucosa, skin, or subcutaneous alveolar tissue	88.00
D7880	Occlusal orthotic device (TMJ treatment appliance) - by report	480.00
D7910	Suture of recent small wounds up to 5 cm	59.00
D7911	Complicated suture - up to 5 cm	79.00
D7912	Complicated suture - greater than 5 cm	65.00
D7953	Bone replacement graft for ridge preservation - per site	247.00
D7960	Frenulectomy (frenectomy or frenotomy) - separate procedure	213.00
D7970	Excision of hyperplastic tissue - per arch	166.00
D7971	Excision of pericoronal gingiva	69.00
D7972	Surgical reduction of fibrous tuberosity	288.00

Orthodontics

Code	Description	PPO
D8010	Limited orthodontic treatment of the primary dentition	566.00
D8020	Limited orthodontic treatment of the transitional dentition	1987.00
D8030	Limited orthodontic treatment of the adolescent dentition	1987.00
D8040	Limited orthodontic treatment of the adult dentition	1987.00
D8050	Interceptive orthodontic treatment of the primary dentition	594.00
D8060	Interceptive orthodontic treatment of the transitional dentition	632.00
D8070	Comprehensive orthodontic treatment of the transitional dentition	3973.00

Orthodontics**Continued...**

Code	Description	PPO
D8080	Comprehensive orthodontic treatment of the adolescent dentition	3973.00
D8090	Comprehensive orthodontic treatment of the adult dentition	3973.00
D8210	Removable appliance therapy - by report	339.00
D8220	Fixed appliance therapy - by report	270.00
D8660	Pre-orthodontic treatment visit	30.00
D8680	Orthodontic retention - removal of appliances, construction/placement of retainer(s)	134.00
D8691	Repair of orthodontic appliance	70.00
D8692	Replacement of lost or broken retainer	144.00
D8693	Rebonding or recementing; and/or repair, as required, of fixed retainers	55.00

Adjunctive General Services

Code	Description	PPO
D9110	Palliative emergency treatment of dental pain - minor procedure - by report	49.00
D9120	Fixed partial denture sectioning - by report	50.00
D9220	Deep sedation/general anesthesia - first 30 minutes	223.00
D9221	Deep sedation/general anesthesia - each additional 15 minutes	103.00
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide - per visit	42.00
D9241	Intravenous conscious sedation/analgesia - first 30 minutes	120.00
D9242	Intravenous conscious sedation/analgesia - each additional 15 minutes	62.00
D9248	Non-intravenous conscious sedation	75.00
D9310	Consultation - per session	54.00
D9420	Hospital call	185.00
D9430	Office visit - for observation during office hours, no other services performed	29.00
D9440	Office visit - after regularly scheduled office hours	70.00
D9610	Therapeutic parenteral drug, single administration	21.00
D9612	Therapeutic parenteral drugs, 2 or more administrations, different medications	34.00
D9910	Application of desensitizing medicament, per visit	23.00
D9920	Behavior management - by report	39.00
D9940	Occlusal guard - by report	224.00
D9942	Repair and/or reline of occlusal guard. Provide placement date of nightguard	91.00
D9950	Occlusion analysis - mounted case - by report	212.00
D9951	Limited occlusal adjustment - per visit	73.00
D9952	Complete occlusal adjustment - by report	193.00
D9972	External bleaching - per arch	197.00
D9973	External bleaching - per tooth	51.00
D9974	Internal bleaching - per tooth	131.00