

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 11/4/14

Departmental Concurrence

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

247



FROM: Human Resources Department

SUBMITTAL DATE:
 October 30, 2014

SUBJECT: 2015 County of Riverside Dental Renewal Agreement with Riverside Dental Group and Hospitality Dental Group [District- All] [Total Cost - \$0.00] [SOURCE OF FUNDS - Employee Premiums]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the 2015 renewal agreements with Riverside Dental Group (Attachment A) and Hospitality Dental Group (Attachment B), for the period of January 1, 2015 through December 31, 2019;
2. Authorize the Chairperson to sign four (4) copies of each renewal agreement; and
3. Retain one (1) copy of each signed document and return three (3) copies to Human Resources for distribution.

BACKGROUND:

Summary

The Local Advantage plans are the County's self-funded dental plan options administered by Capitol Administrators. The Local Advantage plans utilize local providers including Riverside Dental Group and Hospitality Dental Group.

Michael T. Stock
 Asst. County Executive Officer/
 Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Employee and Retiree Dental Insurance	Budget Adjustment: No
	For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: 4/12/14
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 24, 2014
xc: H.R.

Kecia Harper-Ihem
 Clerk of the Board
 By: Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 07/29/2014, 3-31 | **District:** All | **Agenda Number:**

3-71

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: 2015 County of Riverside Dental Renewal Agreement with Riverside Dental Group and
Hospitality Dental Group [District- All] [Total Cost - \$0.00] [SOURCE OF FUNDS - Employee
Premiums]**

DATE: October 30, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The attached agreements 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.

The agreements renew the term for a five (5) year period commencing January 1, 2015 through December 31, 2019. There are no changes to the current dental service fee schedule.

Impact on Residents and Businesses

There is no direct impact to private citizens or private businesses in the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

On July 29, 2014, the Board of Supervisors approved the 2015 dental rates. There is no direct cost to the County for this recommended action; dental insurance premiums are paid by employees and retirees.

Contract History and Price Reasonableness

Since 1999, Riverside Dental Group and Hospitality Dental Group continue to provide members quality service and customer care. The dental service fee schedule is consistent with the current market trend for procedures and claims.

ATTACHMENTS:

- A. **Riverside Dental Group**
- B. **Hospitality Dental Group**

Attachment A

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

NOV 24 2014 3-71

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** (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:

RECITALS

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

The following terms whenever used in this Agreement shall have the definitions set forth in this Section 1.0.

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 attached hereto 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. The Summary Plan Description is set forth in 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. Contractor's 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 its 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 11105 et seq., as may be amended from time to time, as incorporated herein by reference. 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 11105 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 (Section 12101 et seq. of Title 42 of the United States Code) 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 confirm 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 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

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 its 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 must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the Country Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions with respect to 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 coverages 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 retentions 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 coverages 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.

7.0 INDEMNIFICATION

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8.0 DISPUTE RESOLUTION

8.1 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.

8.2 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.

8.3 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 sixty (60) days notice or may terminate sooner if agreed to by both parties.

9.0 TERM

9.1 TERM - The term of this Agreement shall become effective as of January 1, 2015, and shall continue in effect for five (5) years, until December 31, 2019 unless terminated as provided herein.

10.0 TERMINATION

10.1 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.

10.2 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.

10.3 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.

10.4 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.

11.0 CONTINUING CARE RESPONSIBILITIES

11.1 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.

11.2 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.

12.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

13.0 GENERAL PROVISIONS

13.1 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 HR Division Manager

CONTRACTOR:

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

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.

13.2 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.

13.3 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.

13.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void has 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.

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

13.6 ENTIRE AGREEMENT - This Agreement (together with all exhibits attached 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.

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

13.8 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.

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

13.10 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(s) required to be in this Agreement by any applicable federal or state law and implementing regulations shall bind County and Contractor, whether or not expressly provided in this Agreement.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

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

13.16 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
JEFF STONE

Date: NOV 24 2014

Date: NOV 24 2014

Approved as to form:

Gregory P. Priamos
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: M. DEE ELIAS

Title: Secretary

Date: 10/20/14

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: Ownership % (as applicable)

Gerald R. Douglass, DDS – President	7.5160
Muied D. Elias, DDS – Secretary/Treasurer	19.0280
Jay R. Elliott, DDS	16.8340
James P. Lampasi, DDS	7.5710

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

Additional Shareholders: Ownership % (as applicable)

O. Edgar Rouhe, DDS	16.5010
Mark C. Fehn, DDS	4.0830
Gary D. Lee, DDS	2.2890
Ronald L. Moore, DDS	1.1760
Y. Stephen Sugiono, DDS	1.4960
James Timothy Harris, DDS	9.7420
David M. Ludwig, DDS	3.2410
Ronald G. White, DDS	3.2720
Stephen D. Taylor, DDS	2.0000
Robert R. McLachlan, DDS	3.1100
Johnny Koo, DDS	1.6410
Loc Nguyen, DMD	0.5000
Elham Kheirkhahi, DDS	

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

LOCAL ADVANTAGE REIMBURSEMENT SCHEDULE

ADA	DESCRIPTION- GP	Fee Schedule 2014 - 2015	Insurance 100%	Patient Copay 0%
DIAGNOSTIC & PREVENTIVE				
150	INITIAL EXAMINATION	\$37.47	\$37.47	\$0.00
9310	PERIO INITIAL EXAM	\$60.00	\$60.00	\$0.00
120	PERIODIC/RECALL EXAM	\$32.79	\$32.79	\$0.00
9430	OFFICE VISIT	\$60.89	\$60.89	\$0.00
140	LIMITED EVAL - Problem	\$25.00	\$25.00	\$0.00
9440	PROFESSIONAL VISITS	\$121.78	\$121.78	\$0.00
4110	PERIO EVAL/TX PLAN	\$51.52	\$51.52	\$0.00
1120	PROPHYLAXIS-CHILD	\$58.00	\$58.00	\$0.00
1110	CLEANING-ADULT	\$70.00	\$70.00	\$0.00
1203	Flouride Child	\$29.00	\$29.00	\$0.00
1204	Flouride Adult	\$26.00	\$26.00	\$0.00
1351	SEALANT PER TOOTH	\$35.60	\$35.60	\$0.00
9110	EMERGENCY TREATMENT	\$79.63	\$79.63	\$0.00
2970	TEMP/TREATMENT CROWN	\$180.00	Not Covered	\$180.00
220	DIGITAL XRAY-SINGLE	\$20.61	\$20.61	\$0.00
230	DIGITAL X-RAY ADDTL	\$16.86	\$16.86	\$0.00
210	DIGITAL FMX	\$103.00	\$103.00	\$0.00
272	DIGITAL XRY-2 BWX	\$37.08	\$37.08	\$0.00
274	DIGITAL XRAYS-4 BWX	\$51.50	\$51.50	\$0.00
240	INTRAORAL OCCLUSAL	\$28.10	\$28.10	\$0.00
330	PANOREX X-RAY	\$67.00	\$67.00	\$0.00
ORAL SURGERY - GP& Pedo		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
7111	EXT DICIDUOUS	\$96.31	\$86.68	\$9.63
7140	EXT,SINGLE,ADD,ROOTTIP	\$85.00	\$76.50	\$8.50
7120	EXTRACTION ADDITIONAL	\$96.31	\$86.68	\$9.63
7210	SUR. EXT. ERPT.TOOTH	\$119.00	\$107.10	\$11.90
7250	REMOVAL OF RES. ROOT	\$190.00	\$171.00	\$19.00
7130	ROOT REMOV-EXPOSED	\$210.78	\$189.70	\$21.08
7220	EXTRACTION, SURGICAL	\$196.99	\$177.29	\$19.70
7230	EXTRACT,PARTIAL BONY	\$194.00	\$174.60	\$19.40
7240	EXTRACT,FULL BONY"	\$300.00	\$270.00	\$30.00
7970	EXCIS. HYPER PLASTIC	\$402.82	\$362.54	\$40.28
7270	REIMPLANATION	\$355.98	\$320.38	\$35.60
7540	REMOVAL FOREIGN BODY	\$313.82	\$282.44	\$31.38
7530	FOREIGN BODY REMOVAL	\$313.82	\$282.44	\$31.38
7960	FRENECTOMY	\$398.13	\$358.32	\$39.81
7910	SUTURE, TISSUE INJURY	\$281.04	\$252.94	\$28.10
7280	CROWN EXPOSURE	\$398.13	\$358.32	\$39.81
7281	CROWN EXPOSURE	\$327.87	\$295.08	\$32.79
9230	ANESTHESIA:NIT OXI	\$70.26	\$63.23	\$7.03
PERIODONTICS - BY A GENERAL DENTIST		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
4355	FULL MOUTH DEBRIDEMT	\$120.00	\$108.00	\$12.00
4910	RECALL EXTENSIVE TRT	\$88.99	\$80.09	\$8.90
4930	EMG TRT PERIODONTAL	\$46.84	\$42.16	\$4.68
4341	PERIO ROOT PLANING	\$150.38	\$135.34	\$15.04
4342	PERIO RP 1-3 TEETH	\$115.36	\$103.82	\$11.54
4249	CRWN LNGTHN/HRD-SOFT	\$662.31	\$596.08	\$66.23
3450	ROOT AMPUTAT/ROOT	\$309.14	\$278.23	\$30.91
4211	GINGIVECTOMY/TOOTH.	\$177.99	\$160.19	\$17.80
4263	OSSEOUS GRAFT	\$200.00	\$180.00	\$20.00

9940	NIGHT GUARD	\$374.71	\$337.24	\$37.47
4320	PERIODONTAL SPLINT	\$37.47	\$33.72	\$3.75
9952	OCCLUSAL ADJ-COMPLT	\$421.55	\$379.40	\$42.16
486	MOUTHGUARD-LIGHT	\$91.80	\$82.62	\$9.18
4360	SPEC PERIO APPLIANCE	\$84.31	\$75.88	\$8.43
487	MOUTHGUARD-MEDIUM	\$129.28	\$116.35	\$12.93
488	MOUTHGUARD-HEAVY	\$148.01	\$133.21	\$14.80
ENDODONTICS - BY A GENERAL DENTIST		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
3110	PULP CAP	\$51.52	\$46.37	\$5.15
3210	HISTOPATHOLOGIC	\$112.41	\$101.17	\$11.24
3220	PULPOTOMY	\$120.00	\$108.00	\$12.00
3120	INDIRECT PULP CAP	\$46.84	\$42.16	\$4.68
3310	ROOT CANAL - ANTERIOR	\$500.00	\$450.00	\$50.00
3320	ROOT CANAL - BICUSPID	\$608.91	\$548.02	\$60.89
3330	ROOT CANAL - MOLAR	\$675.00	\$607.50	\$67.50
3346	RETREAT RC-ANTERIOR	\$562.07	\$505.86	\$56.21
3347	RETREAT RC-BICUSPID	\$655.75	\$590.18	\$65.58
3348	RETREAT RC-MOLAR	\$725.00	\$652.50	\$72.50
3420	APICO+RC/RETROGRADE	\$525.30	\$472.77	\$52.53
3410	APIC/PERIRA SURG ANT	\$569.08	\$512.17	\$56.91
3920	HEMISECTION,ROOT AMP	\$281.04	\$252.94	\$28.10
3430	RETRO FILLING/ROOT	\$149.89	\$134.90	\$14.99
RESTORATIVE (FILLINGS)		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
2140	1 SURF AMALGAM	\$75.00	\$67.50	\$7.50
2150	2 SURF AMALGAM	\$88.00	\$79.20	\$8.80
2160	3 SURF AMALGAM	\$108.00	\$97.20	\$10.80
2161	4 SURF AMALGAM	\$161.97	\$145.77	\$16.20
2940	SEDATIVE TEMP FILL	\$56.21	\$50.59	\$5.62
2330	ANTER RESIN-1SURF	\$121.78	\$109.60	\$12.18
2331	2 SURF ANTER COMP	\$125.00	\$112.50	\$12.50
2332	3 SURF ANTER COMP	\$140.00	\$126.00	\$14.00
2335	ANT RESIN:PROX/INCIS	\$200.78	\$180.70	\$20.08
COSEMETIC		Fee Schedule 2014 - 2015	Insurance 50%	Patient Copay 50%
0	AESTHWHIT REPLACTRAY	\$23.42	\$11.71	\$11.71
0	AESTH WHITN-REFILL	\$70.27	\$35.14	\$35.14
0	AESTH WHITN-2ND ARCH	\$163.94	\$81.97	\$81.97
0	AESTH WHITN-1ST ARCH	\$163.94	\$81.97	\$81.97
3960	BLEACHING PER TOOTH	\$234.20	\$117.10	\$117.10
3962	BLEACHING PER VISIT	\$131.16	\$65.58	\$65.58
2740	CROWN, PORCELAIN	\$762.50	\$381.25	\$381.25
2962	LAMIN PORC VENEER	\$702.58	\$351.29	\$351.29
2961	LAMIN RESIN VENEER	\$655.76	\$327.88	\$327.88
0	ZOOM WHITING	\$669.50	\$334.75	\$334.75
0	ZOOM WHITING REFILL	\$51.50	\$25.75	\$25.75
2391	1 SURF POSTERIOR COMP	\$144.46	\$72.23	\$72.23
2392	2 SURF POSTERIOR COMP	\$202.24	\$101.12	\$101.12
2393	3 SURF POSTERIOR COMP	\$240.76	\$120.38	\$120.38
2394	4 SURF POSTERIOR COMP	\$264.84	\$132.42	\$132.42
CROWN & BRIDGE		Fee Schedule 2014 - 2015	Insurance 65%	Patient Copay 35%
2930	CR.,ST.STL/PREF.PRIM	\$215.00	\$139.75	\$75.25
2931	CR.,ST.STL/PREF.PERM	\$229.95	\$149.47	\$80.48
2710	CROWN, ACRYLIC	\$542.81	\$352.83	\$189.98
2720	ACRYLIC CRN/HGH NOBLE	\$702.58	\$456.68	\$245.90

2750	CROWN, PORC.W/GOLD	\$746.75	\$485.39	\$261.36
2751	PORC CROWN NONPREC.	\$612.85	\$398.35	\$214.50
2752	PORC CROWN SEMIPREC.	\$669.80	\$435.37	\$234.43
2790	CROWN, FULL GOLD	\$746.75	\$485.39	\$261.36
2791	CAST NON PRECIOUS	\$569.09	\$369.91	\$199.18
2792	CROWN SEMI/PRECIOUS	\$669.80	\$435.37	\$234.43
2810	3/4 GOLD CROWN	\$590.96	\$384.12	\$206.84
6545	MARYLAND RETAINER	\$280.16	\$182.10	\$98.06
2950	CROWN BUILD UP/PINS	\$136.72	\$88.87	\$47.85
2951	PIN RETENTION/TOOTH	\$42.15	\$27.40	\$14.75
2954	PREF DOWEL POST&CORE	\$204.83	\$133.14	\$71.69
2952	CAST POST W/CORE	\$262.29	\$170.49	\$91.80
2892	POST FOR CROWN	\$163.95	\$106.57	\$57.38
2933	CR.,ST STL/WINDW-PRE	\$281.04	\$182.68	\$98.36
6520	INLAY-2SURF ABUTMENT	\$612.85	\$398.35	\$214.50
6530	INLAY-3+SURF ABUTMNT	\$612.85	\$398.35	\$214.50
6750	ABUTMENT-PORC/GOLD	\$746.75	\$485.39	\$261.36
6752	ABUTMENT-PORC SEMIPR	\$669.80	\$435.37	\$234.43
6790	ABUTMENT-GOLD	\$746.75	\$485.39	\$261.36
6792	ABUTMENT-SEMIPRECIOU	\$669.80	\$435.37	\$234.43
6780	3/4 GOLD ABUTMENT	\$656.63	\$426.81	\$229.82
6212	CAST SEMI/PREC PONTI	\$669.80	\$435.37	\$234.43
6242	PONTIC PORC SEMPREC.	\$669.80	\$435.37	\$234.43
6240	PORC/GOLD PONTIC	\$746.75	\$485.39	\$261.36
6210	CAST GOLD PONTIC	\$702.58	\$456.68	\$245.90
6220	PONTICS STEELE'S FAC	\$149.89	\$97.43	\$52.46
6230	PONTICS TRU-PONTIC	\$149.89	\$97.43	\$52.46
5281	UNILAT PARTIAL/UNIT	\$655.75	\$426.24	\$229.51
6235	PIN FACING PONTIC	\$149.89	\$97.43	\$52.46
2910	RECEMENT INLAY	\$65.57	\$42.62	\$22.95
2920	RECEMENT CROWN	\$65.57	\$42.62	\$22.95
6930	RECEMENT BRIDGE	\$84.31	\$54.80	\$29.51
PROSTHODONTICS		Fee Schedule 2014 - 2015	Insurance 65%	Patient Copay 35%
5110	DENTURE UPPER	\$1,100.00	\$715.00	\$385.00
5120	DENTURE LOWER	\$1,100.00	\$715.00	\$385.00
5211	UPPER PARTIAL-RESIN	\$861.84	\$560.20	\$301.64
5212	LOWER PARTIAL-RESIN	\$861.84	\$560.20	\$301.64
5213	UPPER PARTIAL-METAL	\$1,200.00	\$780.00	\$420.00
5214	LOWER PARTIAL-METAL	\$1,200.00	\$780.00	\$420.00
6940	SIMPLE STRESS BREAK	\$193.05	\$125.48	\$67.57
5820	STAYPLATE UPPER DEN	\$370.00	\$240.50	\$129.50
5821	STAYPLATE -LOWER DEN	\$370.00	\$240.50	\$129.50
5410	ADJ COMPLT UPPER DEN	\$52.53	\$34.14	\$18.39
5411	ADJ COMPLT LOWER DEN	\$52.53	\$34.14	\$18.39
5850	TISSUE COND.-UPPER	\$82.73	\$53.77	\$28.96
5700	DENTURE DUPL. JUMP	\$275.78	\$179.26	\$96.52
5422	ADJ PARTIAL LOWER DN	\$52.53	\$34.14	\$18.39
5510	REPAIR COMPLT DENTUR	\$75.00	\$48.75	\$26.25
5730	RELIN-UPPER DENTURE	\$206.84	\$134.45	\$72.39
5731	RELIN-LOWER DENTURE	\$206.84	\$134.45	\$72.39
5740	RELIN-UPPER PARTIAL	\$206.84	\$134.45	\$72.39
1510	FIXED SPACE MAINTAIN	\$206.84	\$134.45	\$72.39
1525	REMOV SPACE MAINT.	\$399.88	\$259.92	\$139.96
1520	SPACE MAINT-UNILATRL	\$399.88	\$259.92	\$139.96
1511	FIXED S.S. CROWN TYP	\$183.83	\$119.49	\$64.34
1515	LING. ARCH SPACE MNT	\$367.71	\$239.01	\$128.70
5741	RELIN-LOWER PARTIAL	\$206.84	\$134.45	\$72.39
5750	RELIN-UPPER(LAB)	\$275.78	\$179.26	\$96.52

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

2014 - 2015 SPECIALTY RATES

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

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

PERIODONTICS

QSI	ADA	DESCRIPTION	Prior UCR	INSURANCE	PT COPAY
				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 LNGTHN/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	PT COPAY
				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

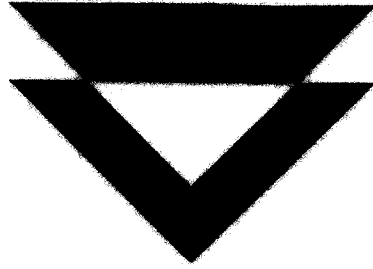
QSI	ADA	DESCRIPTION	Prior UCR	INSURANCE		PT COPAY	
				50%	50%	50%	50%
9310		CONSULTATION SPECIALIST	102.00	51.00		51.00	
7110		EXTRACTION SIMPLE	106.25	53.13		53.13	
7120		EXTRACTION ADDNT	97.75	48.88		48.88	
7140		EXT SIMPLE, ADD OR ROOT	119.00	59.50		59.50	
7210		SURG EXT ERUPT	233.75	116.88		116.88	
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	

POSTERIOR COMPOSITES LOCAL ADVANTAGE

QSI	ADA	DESCRIPTION	2014 - 2015	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 May 1, 2014 – December 31, 2019

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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-insurance or 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: (800) 331-5301

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: (800) 331-5301.

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:

Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318
(800) 331-5301

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-insurance – the percentage of the member's share of the cost to be paid at the time dental services are received.

Co-payment - the member's share of the costs to be paid for orthodontic benefits at the time services are received, in relation to the Plans Summary of Covered Services.

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 (as defined by the State of California), 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, foster children, 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, select option 1
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 (800) 331-5301 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-insurance and/or 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:
Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318
(800) 331-5301

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 90% (2)

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.

Prosthetics - 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 (Capitol).
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 two (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-insurance and/or 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-insurance and/or 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:

Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318

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: (951) 955-4981, select option 1.

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: (800) 331-5301.

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: (800) 331-5301.

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:

Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318

Arbitration

Arbitration is a vehicle for the resolution of any disputes concerning dental care services, 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 (3) 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 (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.

Benefits Information Line (951) 955-4981, select option 1

Website: <http://benefits.rc-hr.com>

Email: Benefits@rc-hr.com

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 Capitol Administrator's (Capitol) 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 (800) 331-5301.

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: Jeff Stone
Chairman Board of Supervisors
JEFF STONE
Date: MAY 06 2014

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

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

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:

RECITALS

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

The following terms whenever used in this Agreement shall have the definitions set forth in this Section 1.0.

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 attached hereto 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. The Summary Plan Description is set forth in 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. Contractor's 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 its 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 11105 et seq., as may be amended from time to time, as incorporated herein by reference. 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 11105 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 (Section 12101 et seq. of Title 42 of the United States Code) 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 Exhibits 1-A, 1-B and 1-C 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 Exhibits 1-A, 1-B and 1-C.

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 confirm 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 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

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 coverages 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 its 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 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 must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence, such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions unacceptable to the County, and at the election of the Country Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions with respect to 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 coverages 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 retentions 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 coverages 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.

7.0 INDEMNIFICATION

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8.0 DISPUTE RESOLUTION

8.1 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.

8.2 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.

8.3 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 party 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 sixty (60) days notice or may terminate sooner if agreed to by both parties.

9.0 TERM

9.1 TERM - The term of this Agreement shall become effective as of January 1, 2015, and shall continue in effect for five (5) years, until December 31, 2019, unless terminated as provided herein.

10.0 TERMINATION

10.1 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.

10.2 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.

10.3 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.

10.4 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.

11.0 CONTINUING CARE RESPONSIBILITIES

11.1 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.

11.2 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.

12.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

13.0 GENERAL PROVISIONS

13.1 **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.

13.2 **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.

13.3 **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.

13.4 **LIMITATIONS OF SEVERABILITY** – In the event the removal of a provision rendered invalid or unenforceable or declared null and void has 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.

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

13.6 ENTIRE AGREEMENT – This Agreement (together with all exhibits attached 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.

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

13.8 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.

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

13.10 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(s) required to be in this Agreement by any applicable federal or state law and implementing regulations shall bind County and Contractor, whether or not expressly provided in this Agreement.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

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

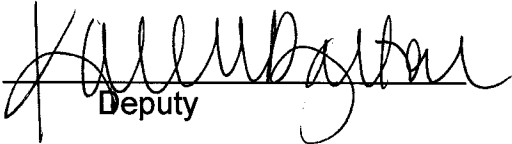
13.16 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any exhibits hereto.

[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: 
Deputy

Date: NOV 24 2014

COUNTY OF RIVERSIDE:

By: 
Chairman, Board of Supervisors

JEFF STONE

Date: NOV 24 2014

Approved as to form:

Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel

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

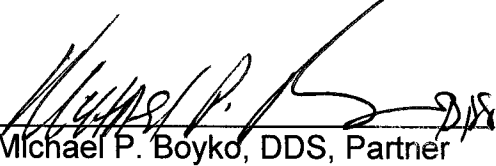
By: 

Print Name: Irving M. Feldkamp, III

Title: Owner

Date: 10-22-14

CONTRACTOR: Feldkamp Hospitality Dental Group, a General Partnership


By: 
Michael P. Boyko, DDS, Partner

Date: 10-22-14

By: 
Irving M. Feldkamp III, DDS, Partner

Date: 10-22-14

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

By: 

Print Name: Michael P. Boyko

Title: Owner

Date: 10-22-14

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. 12051 Mariposa Road, Ste A, Hesperia, CA 92345
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

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."

LOCAL ADVANTAGE REIMBURSEMENT SCHEDULE

ADA	DESCRIPTION- GP	Fee Schedule 2014 - 2015	Insurance 100%	Patient Copay 0%
DIAGNOSTIC & PREVENTIVE				
150	INITIAL EXAMINATION	\$37.47	\$37.47	\$0.00
9310	PERIO INITIAL EXAM	\$60.00	\$60.00	\$0.00
120	PERIODIC/RECALL EXAM	\$32.79	\$32.79	\$0.00
9430	OFFICE VISIT	\$60.89	\$60.89	\$0.00
140	LIMITED EVAL - Problem	\$25.00	\$25.00	\$0.00
9440	PROFESSIONAL VISITS	\$121.78	\$121.78	\$0.00
4110	PERIO EVAL/TX PLAN	\$51.52	\$51.52	\$0.00
1120	PROPHYLAXIS-CHILD	\$58.00	\$58.00	\$0.00
1110	CLEANING-ADULT	\$70.00	\$70.00	\$0.00
1203	Flouride Child	\$29.00	\$29.00	\$0.00
1204	Flouride Adult	\$26.00	\$26.00	\$0.00
1351	SEALANT PER TOOTH	\$35.60	\$35.60	\$0.00
9110	EMERGENCY TREATMENT	\$79.63	\$79.63	\$0.00
2970	TEMP/TREATMENT CROWN	\$180.00	Not Covered	\$180.00
220	DIGITAL XRAY-SINGLE	\$20.61	\$20.61	\$0.00
230	DIGITAL X-RAY ADDTL	\$16.86	\$16.86	\$0.00
210	DIGITAL FMX	\$103.00	\$103.00	\$0.00
272	DIGITAL XRY-2 BWX	\$37.08	\$37.08	\$0.00
274	DIGITAL XRAYS-4 BWX	\$51.50	\$51.50	\$0.00
240	INTRAORAL OCCLUSAL	\$28.10	\$28.10	\$0.00
330	PANOREX X-RAY	\$67.00	\$67.00	\$0.00
ORAL SURGERY - GP& Pedo		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
7111	EXT DICIDUOUS	\$96.31	\$86.68	\$9.63
7140	EXT,SINGLE,ADD,ROOTTIP	\$85.00	\$76.50	\$8.50
7120	EXTRACTION ADDITIONAL	\$96.31	\$86.68	\$9.63
7210	SUR. EXT. ERPT.TOOTH	\$119.00	\$107.10	\$11.90
7250	REMOVAL OF RES. ROOT	\$190.00	\$171.00	\$19.00
7130	ROOT REMOV-EXPOSED	\$210.78	\$189.70	\$21.08
7220	EXTRACTION, SURGICAL	\$196.99	\$177.29	\$19.70
7230	EXTRACT,PARTIAL BONY	\$194.00	\$174.60	\$19.40
7240	EXTRACT,FULL BONY"	\$300.00	\$270.00	\$30.00
7970	EXCIS. HYPER PLASTIC	\$402.82	\$362.54	\$40.28
7270	REIMPLANATION	\$355.98	\$320.38	\$35.60
7540	REMOVAL FOREIGN BODY	\$313.82	\$282.44	\$31.38
7530	FOREIGN BODY REMOVAL	\$313.82	\$282.44	\$31.38
7960	FRENECTOMY	\$398.13	\$358.32	\$39.81
7910	SUTURE, TISSUE INJURY	\$281.04	\$252.94	\$28.10
7280	CROWN EXPOSURE	\$398.13	\$358.32	\$39.81
7281	CROWN EXPOSURE	\$327.87	\$295.08	\$32.79
9230	ANESTHESIA:NIT OXI	\$70.26	\$63.23	\$7.03
PERIODONTICS - BY A GENERAL DENTIST		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
4355	FULL MOUTH DEBRIDEMT	\$120.00	\$108.00	\$12.00
4910	RECALL EXTENSIVE TRT	\$88.99	\$80.09	\$8.90
4930	EMG TRT PERIODONTAL	\$46.84	\$42.16	\$4.68
4341	PERIO ROOT PLANING	\$150.38	\$135.34	\$15.04
4342	PERIO RP 1-3 TEETH	\$115.36	\$103.82	\$11.54
4249	CRWN LNGTHN/HRD-SOFT	\$662.31	\$596.08	\$66.23
3450	ROOT AMPUTAT/ROOT	\$309.14	\$278.23	\$30.91
4211	GINGIVECTOMY/TOOTH.	\$177.99	\$160.19	\$17.80
4263	OSSEOUS GRAFT	\$200.00	\$180.00	\$20.00

9940	NIGHT GUARD	\$374.71	\$337.24	\$37.47
4320	PERIODONTAL SPLINT	\$37.47	\$33.72	\$3.75
9952	OCCLUSAL ADJ-COMPLT	\$421.55	\$379.40	\$42.16
486	MOUTHGUARD-LIGHT	\$91.80	\$82.62	\$9.18
4360	SPEC PERIO APPLIANCE	\$84.31	\$75.88	\$8.43
487	MOUTHGUARD-MEDIUM	\$129.28	\$116.35	\$12.93
488	MOUTHGUARD-HEAVY	\$148.01	\$133.21	\$14.80
ENDODONTICS - BY A GENERAL DENTIST		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
3110	PULP CAP	\$51.52	\$46.37	\$5.15
3210	HISTOPATHOLOGIC	\$112.41	\$101.17	\$11.24
3220	PULPOTOMY	\$120.00	\$108.00	\$12.00
3120	INDIRECT PULP CAP	\$46.84	\$42.16	\$4.68
3310	ROOT CANAL - ANTERIOR	\$500.00	\$450.00	\$50.00
3320	ROOT CANAL - BICUSPID	\$608.91	\$548.02	\$60.89
3330	ROOT CANAL - MOLAR	\$675.00	\$607.50	\$67.50
3346	RETREAT RC-ANTERIOR	\$562.07	\$505.86	\$56.21
3347	RETREAT RC-BICUSPID	\$655.75	\$590.18	\$65.58
3348	RETREAT RC-MOLAR	\$725.00	\$652.50	\$72.50
3420	APICO+RC/RETROGRADE	\$525.30	\$472.77	\$52.53
3410	APIC/PERIRA SURG ANT	\$569.08	\$512.17	\$56.91
3920	HEMISECTION,ROOT AMP	\$281.04	\$252.94	\$28.10
3430	RETRO FILLING/ROOT	\$149.89	\$134.90	\$14.99
RESTORATIVE (FILLINGS)		Fee Schedule 2014 - 2015	Insurance 90%	Patient Copay 10%
2140	1 SURF AMALGAM	\$75.00	\$67.50	\$7.50
2150	2 SURF AMALGAM	\$88.00	\$79.20	\$8.80
2160	3 SURF AMALGAM	\$108.00	\$97.20	\$10.80
2161	4 SURF AMALGAM	\$161.97	\$145.77	\$16.20
2940	SEDATIVE TEMP FILL	\$56.21	\$50.59	\$5.62
2330	ANTER RESIN-1SURF	\$121.78	\$109.60	\$12.18
2331	2 SURF ANTER COMP	\$125.00	\$112.50	\$12.50
2332	3 SURF ANTER COMP	\$140.00	\$126.00	\$14.00
2335	ANT RESIN:PROX/INCIS	\$200.78	\$180.70	\$20.08
COSEMETIC		Fee Schedule 2014 - 2015	Insurance 50%	Patient Copay 50%
0	AESTHWHIT REPLACTRAY	\$23.42	\$11.71	\$11.71
0	AESTH WHITN-REFILL	\$70.27	\$35.14	\$35.14
0	AESTH WHITN-2ND ARCH	\$163.94	\$81.97	\$81.97
0	AESTH WHITN-1ST ARCH	\$163.94	\$81.97	\$81.97
3960	BLEACHING PER TOOTH	\$234.20	\$117.10	\$117.10
3962	BLEACHING PER VISIT	\$131.16	\$65.58	\$65.58
2740	CROWN, PORCELAIN	\$762.50	\$381.25	\$381.25
2962	LAMIN PORC VENEER	\$702.58	\$351.29	\$351.29
2961	LAMIN RESIN VENEER	\$655.76	\$327.88	\$327.88
0	ZOOM WHITING	\$669.50	\$334.75	\$334.75
0	ZOOM WHITING REFILL	\$51.50	\$25.75	\$25.75
2391	1 SURF POSTERIOR COMP	\$144.46	\$72.23	\$72.23
2392	2 SURF POSTERIOR COMP	\$202.24	\$101.12	\$101.12
2393	3 SURF POSTERIOR COMP	\$240.76	\$120.38	\$120.38
2394	4 SURF POSTERIOR COMP	\$264.84	\$132.42	\$132.42
CROWN & BRIDGE		Fee Schedule 2014 - 2015	Insurance 65%	Patient Copay 35%
2930	CR.,ST.STL/PREF.PRIM	\$215.00	\$139.75	\$75.25
2931	CR.,ST.STL/PREF.PERM	\$229.95	\$149.47	\$80.48
2710	CROWN, ACRYLIC	\$542.81	\$352.83	\$189.98
2720	ACRYLC CRN/HGH NOBLE	\$702.58	\$456.68	\$245.90

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

PROSTHODONTICS		Fee Schedule 2014 - 2015	Insurance 65%	Patient Copay 35%
5110	DENTURE UPPER	\$1,100.00	\$715.00	\$385.00
5120	DENTURE LOWER	\$1,100.00	\$715.00	\$385.00
5211	UPPER PARTIAL-RESIN	\$861.84	\$560.20	\$301.64
5212	LOWER PARTIAL-RESIN	\$861.84	\$560.20	\$301.64
5213	UPPER PARTIAL-METAL	\$1,200.00	\$780.00	\$420.00
5214	LOWER PARTIAL-METAL	\$1,200.00	\$780.00	\$420.00
6940	SIMPLE STRESS BREAK	\$193.05	\$125.48	\$67.57
5820	STAYPLATE UPPER DEN	\$370.00	\$240.50	\$129.50
5821	STAYPLATE -LOWER DEN	\$370.00	\$240.50	\$129.50
5410	ADJ COMPLT UPPER DEN	\$52.53	\$34.14	\$18.39
5411	ADJ COMPLT LOWER DEN	\$52.53	\$34.14	\$18.39
5850	TISSUE COND.-UPPER	\$82.73	\$53.77	\$28.96
5700	DENTURE DUPL. JUMP	\$275.78	\$179.26	\$96.52
5422	ADJ PARTIAL LOWER DN	\$52.53	\$34.14	\$18.39
5510	REPAIR COMPLT DENTUR	\$75.00	\$48.75	\$26.25
5730	RELIN-UPPER DENTURE	\$206.84	\$134.45	\$72.39
5731	RELIN-LOWER DENTURE	\$206.84	\$134.45	\$72.39
5740	RELIN-UPPER PARTIAL	\$206.84	\$134.45	\$72.39
1510	FIXED SPACE MAINTAIN	\$206.84	\$134.45	\$72.39
1525	REMOV SPACE MAINT.	\$399.88	\$259.92	\$139.96
1520	SPACE MAINT-UNILATRL	\$399.88	\$259.92	\$139.96
1511	FIXED S.S. CROWN TYP	\$183.83	\$119.49	\$64.34
1515	LING. ARCH SPACE MNT	\$367.71	\$239.01	\$128.70
5741	RELIN-LOWER PARTIAL	\$206.84	\$134.45	\$72.39
5750	RELIN-UPPER(LAB)	\$275.78	\$179.26	\$96.52

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

2014 - 2015 SPECIALTY RATES

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

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

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

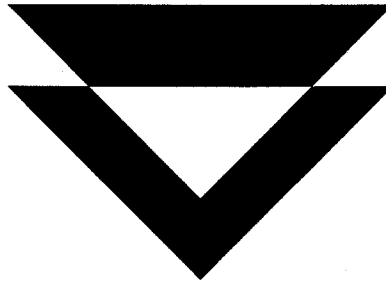
POSTERIOR COMPOSITES LOCAL ADVANTAGE

QSI	ADA	DESCRIPTION	2014 - 2015	Insurance	Patient Copay
*** POSTERIOR COMPOSITE FOR RESTORATIVE PURPOSES *** (patient requests posterior composite instead of silver alloy/amalgam - carries 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

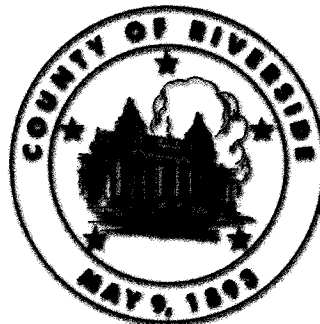
EXHIBIT 3

SUMMARY PLAN DESCRIPTION



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

SUMMARY PLAN DOCUMENT



Approved for May 1, 2014 – December 31, 2019

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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-insurance or 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: **(800) 331-5301**

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: **(800) 331-5301**.

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:

Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318
(800) 331-5301

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-insurance – the percentage of the member's share of the cost to be paid at the time dental services are received.

Co-payment - the member's share of the costs to be paid for orthodontic benefits at the time services are received, in relation to the Plans Summary of Covered Services.

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 (as defined by the State of California), 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, foster children, 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, select option 1

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 **(800) 331-5301** 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-insurance and/or 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:
Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318
(800) 331-5301

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 90% (2)

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.

Prostodontics – 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 (Capitol).
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 two (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-insurance and/or 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-insurance and/or 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:

Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318

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: **(951) 955-4981**, select option 1.

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: **(800) 331-5301**.

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: **(800) 331-5301**.

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:

Capitol Administrators, Inc.
P.O. Box 2318
Rancho Cordova, CA 95741-2318

Arbitration

Arbitration is a vehicle for the resolution of any disputes concerning dental care services, 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 (3) 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 (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.

Benefits Information Line (951) 955-4981, select option 1

Website: <http://benefits.rc-hr.com>

Email: Benefits@rc-hr.com

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 Capitol Administrator's (Capitol) 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 (800) 331-5301.

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: _____

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