Your employer group arranges for your dental benefits coverage to be provided by LIBERTY Dental Plan of California.

ANNOUNCEMENTS

Availability of Language Assistance: Interpretation and translation services may be available for Members with limited English proficiency, including translation of documents into certain threshold languages. To ask for language services call 888-703-6999.

Spanish (Español)

Hereinafter in this document, LIBERTY Dental Plan of California, Inc. may be referred to as “LIBERTY” or “the Plan.”

This COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM constitutes only a summary of the dental plan. The dental plan contract must be consulted to determine the exact terms and conditions of coverage.

A specimen of the dental plan contract will be furnished upon request.

A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Section I of this document contains a Benefit Matrix for general reference and comparison of Your Benefits under this plan followed by an Overview of Your Dental Benefit Plan.

Section II of this document contains definitions of terms used throughout this document.
## I. GENERAL INFORMATION – OVERVIEW OF YOUR DENTAL BENEFIT PLAN

### BENEFITS MATRIX

This matrix is intended to be used to help you compare coverage benefits and is a summary only. The combined evidence of coverage and disclosure form and the plan contract should be consulted for a detailed description of coverage benefits and limitations.

<table>
<thead>
<tr>
<th>(A) Deductibles</th>
<th>None</th>
</tr>
</thead>
<tbody>
<tr>
<td>(B) Lifetime Maximums</td>
<td>None</td>
</tr>
<tr>
<td>(C) Out of Pocket Maximums</td>
<td>None</td>
</tr>
<tr>
<td>(D) Professional services</td>
<td>An Enrollee may be required to pay a Copayment amount for each procedure as shown in the Description of Benefits and Copayments, subject to the Limitations and Exclusions. Copayments range by category of service. Examples are as follows:</td>
</tr>
<tr>
<td></td>
<td>- Diagnostic Services ......................................................................No Cost</td>
</tr>
<tr>
<td></td>
<td>- Preventive Services ..............................................................No Cost - $45.00</td>
</tr>
<tr>
<td></td>
<td>- Restorative Services ..............................................................No Cost - $500.00</td>
</tr>
<tr>
<td></td>
<td>- Periodontic Services ..................................................................No Cost - $25.00</td>
</tr>
<tr>
<td></td>
<td>- Prosthodontic Services ..............................................................No Cost</td>
</tr>
<tr>
<td></td>
<td>- Oral and Maxillofacial Surgery..................................................No Cost</td>
</tr>
<tr>
<td></td>
<td>- Orthodontic Services ..................................................................No Cost - $1,695</td>
</tr>
</tbody>
</table>

Note: Some services may not be covered. Certain services may be covered only if provided by specified Dentists, or may be subject to additional charges. Limitations apply to the frequency with which some services may be obtained. For example: bitewing x-rays in conjunction with periodic examinations are limited to one series of four films in any 6 consecutive month period; Full upper and/or lower denture are not to be replaced within 36 consecutive months unless the existing denture is unsatisfactory and cannot be made satisfactory by reline or repair.

<table>
<thead>
<tr>
<th>(E) Outpatient Services</th>
<th>Not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>(F) Hospitalization Services</td>
<td>Not Covered</td>
</tr>
<tr>
<td>(G) Emergency Dental Coverage</td>
<td>The Enrollee may receive a maximum Benefit of up to $75 per calendar year for out-of-area Emergency Services.</td>
</tr>
<tr>
<td>(H) Ambulance Services</td>
<td>Not Covered</td>
</tr>
<tr>
<td>(I) Prescription Drug Services</td>
<td>Not Covered</td>
</tr>
<tr>
<td>(J) Durable Medical Equipment</td>
<td>Not Covered</td>
</tr>
<tr>
<td>(K) Mental Health Services</td>
<td>Not Covered</td>
</tr>
<tr>
<td>(L) Chemical Dependency Services</td>
<td>Not Covered</td>
</tr>
<tr>
<td>(M) Home Health Services</td>
<td>Not Covered</td>
</tr>
<tr>
<td>(N) Other</td>
<td>Not Covered</td>
</tr>
</tbody>
</table>

Each individual procedure within each category listed above that is covered under the Program has a specific Copayment, which is shown in the Schedule of Benefits and in the Combined Evidence of Coverage.

## OVERVIEW OF YOUR DENTAL BENEFIT PLAN
A. How to Use Your LIBERTY Dental Plan
This booklet is your group’s Evidence of Coverage. It explains what LIBERTY covers and does not cover. Your comprehensive Schedule of Benefits, which lists copays and other fees, is provided with this document at the inception of the contract, and is available separately upon request. Your LIBERTY Dental Plan is a group dental plan. Group plans are provided through a group, such as an employer. Your group or employer is purchasing this dental benefit for You. To be eligible for this coverage, You must be employed or affiliated with the group or employer purchasing dental Benefits from LIBERTY.

B. How to Contact LIBERTY
Our Member Services department is here to help You. Call us if You have a question or a problem:

LIBERTY Dental Plan of California, Inc.
P.O. Box 26110
Santa Ana, CA 92799-6110
Member Services (Toll-Free): (888) 703-6999
Website: www.LIBERTYDentalPlan.com

C. LIBERTY’s Service Area
LIBERTY has a Service Area which is the entire state of California. This is the area in which LIBERTY provides dental coverage. You must live or work in the Service Area. You must receive all dental service services within the Service Area, unless You need emergency or Urgent Care. If You move out of the Service Area You must tell LIBERTY.

D. LIBERTY’s Network
Our network is all the Primary Care Providers and Specialists that LIBERTY has contracted with to provide services to our Members. You must get your dental services from your Primary Care Provider and other Providers who are in the network. Call 888-703-6999 to ask for a LIBERTY Provider Directory or use the website.

If You go to Providers outside the network, You will have to pay all the cost, unless You received pre-approval from LIBERTY or You had an emergency or You needed Urgent Care away from home. If You are new to LIBERTY or LIBERTY ends your Provider’s contract, You can continue to see your current dentist in some cases. This is called continuity of care (see page 9).

E. Your Primary Care Provider (see page 7)
When You join LIBERTY, in most cases You need to choose a Primary Care Provider to whom You will be assigned, unless otherwise stated below. The first page of your Schedule of Benefits indicates if you must choose, and become assigned to a Primary Care Provider. Your Primary Care Provider is usually a General Dentist who provides your basic care and coordinates the care You need from other dental specialty Providers.

F. Language and Communication Assistance (see page 19)
If English is not your first language, LIBERTY provides interpretation services and translation of certain written materials in your preferred language. To ask for language services call 888-703-6999. If You have a preferred language, please notify us of your personal language needs by calling 888-703-6999.

G. How to Get Dental Care When You Need It
Call your Primary Care Provider first for all your care, unless it is an emergency.
- You usually need a referral and pre-approval to get care from a Provider other than your Primary Care Provider. See the next section.
- The care must be medically necessary for your health. Your dentist and LIBERTY follow guidelines and policies to decide if the care is medically necessary. If You disagree with LIBERTY about whether a service You want is medically necessary, You can file a Grievance or, in some cases, You may request an Independent Medical Review (see page 17).
- The care must be a service that LIBERTY covers. Covered dental services are also called Benefits. To see what services LIBERTY covers, see the Schedule of Benefits. Your comprehensive Schedule of Benefits is provided with this document at the inception of the contract, and is also available separately upon request from Member Services or via the LIBERTY website.

H. Referrals and Pre-approvals (see page 9)
You need a referral from your Primary Care Provider and pre-approval from LIBERTY for specialty services or to receive a second opinion or to see a dentist who is not in LIBERTY’s network. Pre-approval is also called prior Authorization.
- Make sure your Primary Care Provider gives You a referral and gets pre-approval if it is required.
• If You do not have a referral and pre-approval when it is required, You will have to pay all of the cost of the service.

You do not need a referral and pre-approval to see your primary care provider, get Emergency Care or Urgent Care.

I. Emergency Care (see page 7)
Emergency Care is covered anywhere in the world. It is an emergency if You reasonably believe that not getting immediate care could be dangerous to your life or to a part of your body. Emergency Care may include care for a bad injury, severe pain, or a sudden serious dental illness. You should seek emergency care from your Primary Care Provider whenever possible. If you are unable to access your Primary Care Provider or are out of the service area and it is an emergency, call 9-1-1 or go to the nearest hospital or emergency room. Go to your Primary Care Provider for follow-up care. Do not go back to the emergency room for follow-up care. Coverage for Urgent Care and Emergency Care is explained fully on page 8.

J. Urgent Care (see page 8)
Urgent care is care that You need soon to prevent a serious health problem. Urgent care is covered anywhere in the world. Coverage for Urgent Care and Emergency Care is explained fully on page 7.

K. Care When You Are Out of the LIBERTY Service Area (see page 7)
Only emergency and Urgent Care is covered.

L. Costs (see the “Fees and Charges – What You Pay” section on page 9)
  • The premium is what You and/or your employer group pay to LIBERTY to keep coverage.
  • A co-pay (Co-payment) is the amount that You must pay for a particular covered procedure.

M. If You Have a Complaint About Your LIBERTY Dental Plan (see page 16)
LIBERTY provides a Grievance resolution process. You can file a complaint (also called an appeal or a Grievance) with LIBERTY for any dissatisfaction You have with LIBERTY, your Benefits, a claim determination, a benefit or coverage determination, your Provider or any aspect of your dental Benefit Plan. If You disagree with LIBERTY’s decision about your complaint, You can get help from the State of California’s HMO Help Center. In some cases, the HMO Help Center can help You apply for an Independent Medical Review (IMR) or file a complaint. IMR is a review of your case by doctors who are not part of your health plan.

II. DEFINITIONS OF USEFUL TERMS CONTAINED IN THIS DOCUMENT

The following terms are used in this EOC document:

Authorization: The notification of approval by LIBERTY that You may proceed with treatment requested

Benefits: Services covered by your LIBERTY dental plan

Benefit Plan: The LIBERTY dental product that You purchased to provide coverage for dental services

Benefit Year: The year of coverage of your LIBERTY dental plan

Cal-COBRA: State law requiring an individual in a small group of 2-19 members to purchase continuing coverage at the termination of employment or at the termination of employer group-sponsored health coverage

Capitation: Pre-paid payments made by LIBERTY to a Contracted Primary Care Provider to provide services to assigned Members

Charges: The fees requested for proposed services or services rendered

COBRA: Federal law requiring an individual to purchase continuing coverage at the termination of employment or at the termination of employer group-sponsored health coverage

Contracting Dentist: A dentist who has signed a contract to provide services to LIBERTY Members in accordance with LIBERTY’s rules and regulations

Covered Services: Services listed in this document as a benefit of this dental plan

Co-payment: Any amount charged to a Member at the time of service for Covered Services. Fixed Co-payment amounts are listed in the Schedule of Benefits
Dental Records: Refers to diagnostic aid, intraoral and extra-oral radiographs, written treatment record including but not limited to progress notes, dental and periodontal chartings, treatment plans, consultation reports, or other written material relating to an individual’s medical and dental history, diagnosis, condition, treatment, or evaluation.

Dependent: Any eligible Member of a Subscriber’s family who is enrolled in LIBERTY Dental Plan

Dental Necessity or Dentally Necessary: A Covered Service that meets Plan guidelines for appropriateness and reasonableness by virtue of a clinical review of submitted information. Covered Services may be reviewed for Dental Necessity prior to or after rendering. Payment for services occurs for Covered Services that are deemed Dentally Necessary by the Plan.

Dental Office: A dental facility and its dentists that are under contract to provide services to LIBERTY Members in accordance with LIBERTY’s rules and regulations

Disputed Dental Service: Any service that is the subject of a dispute filed by either Member or Provider

Domestic Partner: A person that is in a committed life-sharing relationship with the Member.

Enrollee: see Member

Emergency Care / Emergency Dental Service: Emergency Dental Service and care include (and are covered by LIBERTY Dental Plan) dental screening, examination, evaluation by dentist or dental Specialist to determine if an emergency dental condition exists, and to provide care that would be acknowledged as within professionally recognized standards of care and in order to alleviate any emergency symptoms in a Dental Office. Medical emergencies are not covered by LIBERTY Dental Plan if the services are rendered in a hospital setting which are covered by a Medical Plan, or if LIBERTY Dental Plan determines the services were not dental in nature.

EPDB: Essential Pediatric Dental Benefit: Refers to benefits required by the Affordable Care Act to provide essential pediatric dental Benefits to children.

Exclusion: A statement describing one or more services or situations where coverage is not provided for dental services by the Plan

General Dentist: A licensed dentist who provides general dental services and who does not identify as a Specialist

Grievance: Any expression of dissatisfaction; also known as a complaint. See Grievance Section of EOC for pertinent rules, regulations and processes

Independent Medical Review (IMR): A California program where certain denied services may be subject to an external review. IMR is only available for medical services or services that are available due to enrollment in a related full-service medical plan

In-Network Benefits: Benefits available to You when You receive services from a Contracted Provider

Member: Subscriber or eligible Dependent(s) who are actually enrolled in the Plan. Also known as Enrollee

Non-Participating Provider: A dentist that has no contract to provide services for LIBERTY

Open Enrollment Period: A period of time where enrollment in a dental plan may be started or changed

Out-of Area Coverage: Benefits provided when You are out of the Plan’s Service Area, or away from Your Primary Care Provider

Out-of area Urgent Care: Urgent services that are needed while You are located out of the Service Area or away from your Primary Care Provider

Plan: LIBERTY Dental Plan of California, Inc.

Pre-Authorization: A document submitted in your behalf requesting an advance determination and approval to render desired treatment services for You

Premium: The fee received by LIBERTY, paid by You or your employer to LIBERTY for this Benefit Plan
Primary Care Provider: A General Dentist affiliated with LIBERTY to provide general dental services to covered members of the Plan. The Primary Care Provider is responsible to provide or arrange for needed dental services. Primary Care Provider may include one or more General Dentists or Specialists in the same facility

Professional Services: Dental services or procedures provided by a licensed dentist or approved auxiliaries

Provider: A contracted dentist providing services under this Plan

Specialist: A Dentist that has received advanced training in one of the dental specialties approved by the American Dental Association as a dental specialty, and practices as a Specialist. Examples are Endodontists, Oral and Maxillofacial Surgeon, Periodontists and Pediatric Dentist

Subscriber: Member, Enrollee or “You” are equivalent in this document

Surcharge: An amount charged in addition to a listed Co-payment for a requested service or feature

Terminated Provider: A dentist that formerly delivered services under contract that is no longer associated with the Plan

Service Area: The counties in California where LIBERTY provides coverage

Urgent Care: See Emergency Care

Usual Charges: A Dentist’s usual charge for a service

You: pertains to Members who are the beneficiary of this dental Benefit Plan

III. ACCESS TO SERVICES – SEEING A DENTIST

LIBERTY Dental Plan contracts with Primary Care Providers and Specialists to provide services covered by your Plan. Contact us toll-free at (888) 703-6999 or via our website, www.LIBERTYdentalplan.com, to find a dentist in your area. All services and Benefits described in this publication are covered only if provided by a contracted Primary Care Provider or Specialist. The only time You may receive care outside the network is for Emergency Dental Services as described herein under “Emergency Dental Care” or “Urgent Care”.

A. FACILITIES
LIBERTY makes available primary care (General Dentist) and specialty care dental facilities throughout the state of California within a reasonable distance from your home or workplace. Contact LIBERTY toll-free at 888-703-6999 or via website at www.LIBERTYdentalplan.com to find a dentist in your area.

Our goal is to provide You with appropriate dental Benefits, delivered by highly qualified dental professionals in a comfortable setting. All of LIBERTY Dental Plan’s contracted dentists have undergone strict credentialing procedures, background checks and office evaluations. In addition, each participating dentist must adhere to strict contractual guidelines. All dentists are pre-screened and reviewed on a regular basis. We conduct a quality assessment program which includes ongoing contract management to assure compliance with continuing education, accessibility for Members, appropriate diagnosis and treatment planning. Your Primary Care Provider will provide for all of your dental care needs including referring You to a Specialist, should it be necessary. Most Enrollees should have a residence or workplace within thirty (30) minutes or fifteen (15) miles of a Primary Care Dental Office.

B. DENTAL HEALTH EDUCATION
For further information on using your dental Benefits, please see the website at www.LIBERTYdentalplan.com. The website contains other helpful information on dental and oral health information to assist You in assessing your risk of future dental disease, home care measures You can take to keeping your teeth and mouth healthy. Further, the condition of your teeth, gums and mouth can have profound effect on your total overall health. Information on how your oral health can affect your overall health conditions such as cardiovascular conditions, diabetes, obesity, pregnancy and pre- and peri-natal health as well as other health conditions can be found on the website.

C. CHOICE OF PROVIDERS

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHAT PROVIDER DENTAL SERVICES MAY BE OBTAINED
1. **General Dentistry/Primary Care Dentistry:** Except as noted below when You join LIBERTY Dental Plan, You must choose a Primary Care Provider to whom You will be assigned. The first page of your Schedule of Benefits indicates if you must choose, and become assigned to a Primary Care Provider. Your assigned Primary Care Provider is responsible for coordinating any specialty care dental services You might need. You must obtain general dental services from your assigned Primary Care Provider. Your assigned primary care facility will share information with any Specialist to coordinate your overall care.

If You do not select a Primary Care Provider, one will be chosen for You by LIBERTY upon your enrollment and You will be notified of this assignment.

2. **Changing Primary Care Providers:** You may contact LIBERTY at any time to change your Primary Care Provider. Contact our Member Services Department toll-free at (888) 703-6999 (during regular business hours) or submit a change request in writing to: LIBERTY Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110. Your requested change to a Primary Care Provider will be in effect on the first (1st) day of the following month if the change is received by LIBERTY Dental Plan prior to the twentieth (20th) day of the current month. Your request to change dentists will not be processed if You have an outstanding balance with your current dentist.

3. **Care from a Dental Specialist:** You may only obtain care from a dental Specialist only after your referral to a Specialist has been submitted by your assigned Primary Care Provider to LIBERTY for approval. You may only receive services from a dental Specialist that have been pre-approved for You. Your Specialist will submit a Pre-Authorization for services to LIBERTY for pre-approval.

D. **URGENT CARE**

Urgent care is care You need within 24 to 72 hours, and are services needed to prevent the serious deterioration of your dental health resulting from an unforeseen illness or injury for which treatment cannot be delayed. The Plan provides coverage for urgent dental services only if the services are required to alleviate severe pain or bleeding or if an Enrollee reasonably believes that the condition, if not diagnosed or treated, may lead to disability, dysfunction or death. Contact your assigned Primary Care Provider for your urgent needs during business hours or after hours. If You are out of the area, You may contact LIBERTY for referral to another contracted dentist that can treat your urgent condition. For after-hours Urgent Care outside the Service Area, You may proceed to find a dentist who can assist You. LIBERTY will reimburse You for covered dental expenses up to a maximum of seventy-five dollars ($75), less applicable Co-payments per calendar year. You should notify LIBERTY as soon as possible after receipt of Urgent Care services, preferably within 48 hours. If it is determined that your treatment was not due to a dental emergency, the services of any non-contracted dentist will not be covered.

E. **EMERGENCY DENTAL CARE**

All affiliated LIBERTY Dental Plan Primary Care Providers provide availability of emergency dental care twenty-four (24) hours per day, seven (7) days per week. The Plan provides coverage for Emergency Dental Services only if the services are required to alleviate severe pain or bleeding or if an Enrollee reasonably believes that the condition, if not diagnosed or treated, may lead to disability, dysfunction or death. If You encounter a dental emergency condition or situation in which there is an imminent and serious threat to your health including but not limited to, the potential loss of life, limb, or other major body function, You may also wish to consider contacting the “911” emergency response system. The use of such system should be done so responsibly.

In the event You require Emergency Dental Care, contact your Primary Care Provider to schedule an immediate appointment. For urgent or unexpected dental conditions that occur after-hours or on weekends, contact your Primary Care Provider for instructions on how to proceed.

If your Primary Care Provider is not available, or if You are out of the area and cannot contact LIBERTY to redirect You to another contracted Dental Office, contact any licensed dentist to receive Emergency Care. LIBERTY will reimburse You for covered dental expenses up to a maximum of seventy-five dollars ($75), less applicable Co-payments per calendar year. You should notify LIBERTY as soon as possible after receipt of emergency services, preferably within 48 hours. If it is determined that your treatment was not due to a dental emergency, the services of any non-contracted dentist will not be covered.

Emergency Dental Service (covered by your LIBERTY Dental Plan) is defined in the California Health & Safety Code, to include a dental screening, examination, evaluation by dentist or dental Specialist to determine if an emergency dental condition exists, and to provide care that would be acknowledged as within professionally recognized standards of dental care and in order to alleviate any emergency symptoms in a Dental Office. Medical and/or psychiatric emergencies are not covered by LIBERTY Dental Plan and are
generally covered by a Medical Plan. LIBERTY does not cover services that LIBERTY determines the services were not dental in nature.

**Reimbursement for Emergency Dental Care:** If the requirements in the section titled “Emergency Dental Care” are satisfied, LIBERTY will cover up to $75 of such services less applicable Co-payments per calendar year. If You pay a bill for covered Emergency Dental Care, submit a copy of the paid bill to LIBERTY Dental Plan, Claims Department, P.O. Box 26110, Santa Ana, CA, 92799-6110. Please include a copy of the claim from the Provider’s office or a legible statement of services/invoice. Please forward to LIBERTY Dental Plan with the following information:

- Your membership information.
- Individual’s name that received the emergency services.
- Name and address of the dentist providing the emergency service.
- A statement explaining the circumstances surrounding the emergency visit.

If additional information is needed, You will be notified in writing. If any part of your claim is denied You will receive a written Explanation of Benefits (EOB) within 30 days of LIBERTY Dental Plan’s receipt of the claim that includes:

- The reason for the denial.
- Reference to the pertinent Evidence of Coverage provisions on which the denial is based.
- Notice of your right to request reconsideration of the denial, and an explanation of the Grievance procedures. You may also refer to the EOC section, GRIEVANCE PROCEDURES below.

**F. SECOND OPINION**

At no cost to You, You may request a second dental opinion when appropriate, by directly contacting Member Services either by calling the toll-free number (888) 703-6999 or by writing to: LIBERTY Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110. Your Primary Care Provider may also request a second dental opinion on your behalf by submitting a Standard Specialty or Orthodontic Referral form with appropriate x-rays. All requests for a second dental opinion are approved by LIBERTY Dental Plan within 72 hours of receipt of such request. Upon approval, LIBERTY Dental Plan will make the appropriate second dental opinion arrangements and advise the attending dentist of your concerns. You will then be advised of the arrangement so an appointment can be scheduled. Upon request, You may obtain a copy of LIBERTY Dental Plan’s policy description for a second dental opinion.

**G. REFERRAL TO A SPECIALIST**

In the event that You need to be seen by a Specialist, LIBERTY Dental Plan requires prior benefit Authorization. Your Primary Care Provider is responsible for obtaining Authorization for You to receive specialty care.

The Pre-Authorization submission will be responded to within five (5) business days of receipt, unless urgent. If your specialty referral Pre-Authorization is denied or You are dissatisfied with the Pre-Authorization, You have the right to file a Grievance. See EOC section, “GRIEVANCE PROCEDURES” below.

If your Primary Care Provider has difficulty locating a Specialist in your area, contact LIBERTY Member Services for assistance in locating a Specialist.

**H. AUTHORIZATION, MODIFICATION OR DENIAL OF SERVICES**

No prior benefit Authorization is required in order to receive general dental services from your Primary Care Provider. The Primary Care Provider has the authority to make most coverage determinations. The coverage determinations are achieved through comprehensive oral evaluations which are covered by your plan. Your Primary Care Provider is responsible for communicating the results of the comprehensive oral evaluation and advising of available Benefits and associated cost.

Referral to a Specialist is the responsibility of your assigned contracted Primary Care Provider (see Referral to a Specialist above).

Specialty services proposed by any Specialist to whom You are referred must be pre-authorized prior to rendering care, except for emergency services (Emergency Dental Care and Urgent Care services described above).

You or your Providers may call Member Services toll-free at 1-888-703-6999 for information on Pre-Authorization of services policies, procedures or the status of a particular referral or Pre-Authorization.

Specialty referral and Pre-Authorization of specialty services proposed by the Specialist is processed within 5 days of receipt of all information necessary to make the determination. When LIBERTY is unable to make the determination within the 5-day requirement, LIBERTY will notify your Provider and You of the information needed to complete the review and the anticipated date when the determination will be made.
Any denial, delay or modification of services will contain a clear and concise description of the utilization review criteria, guideline, clinical reason or contractual section of the coverage documentation used to make such a determination. Such determinations will include the name and telephone number of the health care professional responsible for the determination and information on how you can

Determine to deny, delay or modify treatment requested on your behalf will contain information on how you may file a Grievance based on this determination.

**Urgent requests:** If you or your Primary Care Provider encounter an urgent condition in which there is an imminent and serious threat to your health including but not limited to, the potential loss of life, limb, or other major body function, or the normal timeframe for the decision making process as described above would be detrimental to your life or health, the response to the request for referral should not exceed seventy-two (72) hours from the time of receipt of such information, based on the nature of the urgent or emergent condition.

The decision to approve, modify or deny will be communicated to the Primary Care Provider within twenty-four (24) hours of the decision. In cases where the review is retrospective (services already provided), the decision shall be communicated to the Enrollee within thirty (30) days of the receipt of the information.

**I. CONTINUITY OF CARE**

**Current Members:** Current Members may have the right to the benefit of completion of care with their terminated Provider for certain specified acute or serious chronic dental conditions. Please call the Plan at 1-888-703-6999 to see if you may be eligible for this benefit. You may request a copy of the Plan's Continuity of Care Policy. You must make a specific request to continue under the care of your terminated Provider. We are not required to continue your care with that Provider if you are not eligible under our policy or if we cannot reach agreement with your terminated Provider on the terms regarding your care in accordance with California law.

**New Members:** A New Member may have the right to the qualified benefit of completion of care with their non-participating Provider for certain specified acute or serious chronic dental conditions. Please call the Plan at 1-888-703-6999 to see if you may be eligible for this benefit. You may request a copy of the Plan's Continuity of Care Policy. You must make a specific request to continue under the care of your current Provider. We are not required to continue your care with that Provider if you are not eligible under our policy or if we cannot reach agreement with your Provider on the terms regarding your care in accordance with California law. This policy does not apply to new Members of an individual Subscriber contract.

**J. LANGUAGE ASSISTANCE**

Interpretation and translation services may be available for Members with limited English proficiency, including translation of documents into certain threshold languages. To ask for language services call 888-703-6999.

**IV. FEES AND CHARGES – WHAT YOU PAY**

**A. PREMIUMS AND PREPAYMENT FEES**

In most cases, your employer will make payments of your premium directly to LIBERTY. In some cases, you will make payments to your employer (see COBRA and Cal-COBRA) or will arrange for a payroll deduction to pay the premium. Your employer will provide to LIBERTY the collected premium.

Your Premium and payment terms, including mailing address for payments, are provided directly to your employer or group administrator. If disclosure of this information is required, it is listed in Appendix 2.

Premiums must be paid for the period in which services are received.

**B. CHANGES TO BENEFITS AND PREMIUMS**

LIBERTY Dental Plan may change the covered Benefits, Co-payments, and premium rates annually. LIBERTY Dental Plan will not decrease the covered Benefits or increase the premium rates during the term of the agreement without giving notice to you at least sixty (60) days before the proposed change.

At renewal, LIBERTY may change the premium and your employer will provide 60 days’ notice of any premium change that may affect you.

**C. OTHER CHARGES**
You are responsible only for premiums and listed Co-payments for Covered Services. You may be responsible for other Charges for non-covered or optional services as described in this Evidence of Coverage document. You should discuss any Charges for non-covered or optional services directly with your Provider. In order to be certain which services on your treatment plan are covered Benefits of your plan and which services, if any, are non-covered or optional services (for which You may be responsible for paying out-of-pocket), You may wish to obtain a written disclosure of all services proposed or received, whether covered or not.

If You receive services that require Pre-Approval without the necessary Authorization (other than emergent or Urgent Care services as medically necessary), You will be responsible for full payment of the Provider’s usual fee to the Provider for any such services.

You may be responsible for additional fees for returned or dishonored checks, cancelled credit card payments, broken or missed appointment Charges or other administrative Charges such as finance Charges to any third party payment organizations as agreed upon mutually by You and your Provider as per business arrangements and disclosures made by LIBERTY or the treating Provider.

D. LIABILITY FOR PAYMENT
In most cases, your employer will make payments of your premium directly to LIBERTY. In some cases, You will make payments to your employer (see COBRA and Cal-COBRA) or will arrange for a payroll deduction to pay the premium. You are responsible for listed Co-payments for any services subject to the limitations and Exclusions of your plan.

You are responsible for the treating dentist’s usual fee in the following situations:
- For non-Covered Services
- If You have services from a non-contracted dentist or facility
- If a Pre-Authorization was required and You did not have the treatment pre-authorized
- Services received out of area that are later deemed to not qualify as emergency or Urgent Care services, such as (but not limited to) routine treatment beyond the stabilization of the emergency situation

Emergency services may be available out-of-network or without Pre-Approval in some situations (see Emergency Dental Care section above).

IMPORTANT: Prior to providing You with non-Covered Services, your Contracted Dentist should provide You a treatment plan that includes each anticipated service and the estimated cost. If You would like more information about dental coverage options, You may contact our Member Services Department at 888-703-6999.

In no event are You ever responsible for any sums owed to a contracted Provider by LIBERTY. In the event that LIBERTY fails to pay a Non-contracting Provider, You may be liable to the Non-contracting Provider for the cost of services You received.

E. PROVIDER REIMBURSEMENT
LIBERTY pays for Covered Services to contracted dentists via a variety of arrangements including Capitation, fee-for-service and supplemental surpayments in addition to Capitation. Reimbursement varies by geographic area, General Dentist, specialty dentist and procedure code. For more information on reimbursement, You may address a request in writing to LIBERTY at the address shown above.

V. ELIGIBILITY AND ENROLLMENT

A. WHO IS ENTITLED TO BENEFITS
Your LIBERTY Dental Plan is provided by your employer or group and coordinated through LIBERTY. You may call your selected dentist at any time after the effective date of your coverage. Be sure to identify yourself as a Member of LIBERTY Dental Plan when You call the dentist for an appointment. We also suggest that You keep this Evidence of Coverage or the Schedule of Benefits and applicable Limitations and Exclusions with You when You go to your appointment. Your comprehensive Schedule of Benefits, which lists copays and other fees, is provided with this document at the inception of the contract, and is available separately upon request. You can then reference Benefits and applicable Co-payments which are the out-of-pocket costs associated with your plan, as well as any non-covered treatment.

B. WHO IS ELIGIBLE TO ENROLL

For all plans other than EPDB plans: As an Employee or Group Member, You and your eligible Dependents are eligible to enroll in LIBERTY Dental Plan. You must live in the plan Service Area. Prospective Group Subscribers must also meet their employer’s eligibility requirements. You may enroll:
- Your spouse.
• Your Domestic Partner. A Domestic Partner is any person whose domestic partnership is currently registered with a governmental body pursuant to state or local law. This includes both same-sex and opposite-sex couples.
• Unmarried Dependent children (including adopted) who are under the age of twenty-six (26) and other Dependent children if your group provides Benefits for those Dependents.
• Disabled children Dependent upon You for support and are not able to support themselves due to physical or mental handicap. You must provide proof of disability or handicap at the time You enroll
• New Dependents such as new spouse, children placed with You for adoption, and newborns

VI. COVERED SERVICES

You are covered for the dental services and procedures listed below when necessary for your dental health in accordance with professionally recognized standards of practice, subject to the limitations and Exclusions described for each category and for all services. Please see the Schedule of Benefits for a detailed listing of specific covered dental procedures and the co-payments applicable to each, and a list of the Exclusions and limitations that are applicable to all dental services covered under your LIBERTY Dental Plan. Schedules of Benefits are provided with this document at the inception of the contract and are available separately upon request from LIBERTY Dental Plan by contacting Member Services at (Toll-Free): (888) 703-6999, or from the LIBERTY Dental Website at www.LIBERTYDentalPlan.com. When required, the Schedule of Benefits may also be included in Appendix 1 of this document.

A. Diagnostic Dental Services
Diagnostic dental services are those that are used to diagnose your dental condition and evaluate necessary dental treatment when deemed necessary for your dental health in accordance with professionally recognized standards of practice.

You are covered for the Diagnostic dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.

B. Preventive Dental Services
Preventive dental services are those that are used to maintain good dental condition or to prevent deterioration of dental condition when deemed necessary for your dental health in accordance with professionally recognized standards of practice.

You are covered for the Preventive dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.

C. Restorative Dental Services
Restorative dental services are those that are used to repair and restore the natural teeth to healthy condition when deemed necessary for your dental health in accordance with professionally recognized standards of practice.

You are covered for the Restorative dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.

D. Endodontic Services
Endodontic dental services are procedures that involve treatment of the pulp, root canal and roots, when deemed necessary for your dental health in accordance with professionally recognized standards of practice.

You are covered for the following types of Endodontic dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.

E. Periodontic Services
Periodontic dental services are those procedures that involve the treatment of the gum and bone supporting the teeth and the management of gingivitis (gum inflammation) and periodontitis (gum disease), when deemed necessary for your dental health in accordance with professionally recognized standards of practice.

You are covered for the Periodontic dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.

F. Prosthodontic Services
Removable prosthodontics is the replacement of lost teeth by a removable prosthesis and the maintenance of those appliances. Fixed prosthodontics is the replacement of lost teeth by a fixed prosthesis.

You are covered for the Prosthodontic dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.
G. Oral Surgery Services
Oral surgery services are procedures that involve the extraction of teeth and other surgical procedures as listed in the Schedule of Benefits.

You are covered for the Oral Surgery dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.

H. Adjunctive Dental Services
Adjunctive Dental Services are ancillary services such as anesthesia during dental services, bleaching, mouthguards, etc. You are covered for the Adjunctive dental services listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, together with related limitations and Exclusions.

I. Orthodontic Services
Orthodontic services are procedures that involve straightening teeth and treating discrepancies in the bite relationship of the teeth and jaws. Orthodontic services are not a required covered category of dental service. See Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, for a list of any covered orthodontic services provided in your Benefit Plan, and any pertinent relevant limitations and Exclusions.

J. Urgent and Emergency Services
See information provided above in this Evidence of Coverage document for a description of coverage for Emergency Dental Services, including out of area urgent services, and how to access them.

K. Services Provided by a Specialist
See information provided above in this Evidence of Coverage document for a description of coverage for services available performed by a Specialist, including a list of the types of dental Specialists covered and how to access Specialist services.

VII. LIMITATIONS, EXCLUSIONS, EXCEPTIONS, REDUCTIONS
See Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request, for limitations to covered procedures and Exclusions to your plan Benefits as part of the Schedule of Benefits.

A. GENERAL EXCLUSIONS
LIBERTY will not cover:

- Care You get from a doctor who is not in the LIBERTY network, unless You have pre-approval from LIBERTY, or You need Urgent Care or Emergency Care and are outside the LIBERTY Service Area.
- Care that is not medically necessary
- Procedures that are not listed or included in the Schedule of Benefits.
- Exams that You need only to get work, go to school, play a sport, or get a license or professional certification.
- Services that are ordered for You by a court, unless they are medically necessary and covered by LIBERTY.
- The cost of copying your medical records. (This cost is usually a small fee per page)
- Expenses for travel, such as taxis and bus fare, to see a doctor or get health care.
- Other Exclusions are listed in Your comprehensive Schedule of Benefits provided with this document at the inception of the contract, and available separately upon request.

B. MISSED APPOINTMENTS
LIBERTY strongly recommends that if You need to cancel or reschedule an appointment with your Provider that You notify the dental office as far in advance as possible. This will allow the LIBERTY and the Provider to accommodate another person in need of attention. Providers may charge a fee for missed or broken appointments with less than the recommended notice.

VIII. TERMINATION, RESCISSION AND CANCELLATION OF COVERAGE

A. TERMINATION OF BENEFITS

1. Termination Due to Loss of Eligibility
Your LIBERTY Plan may be terminated by your Employer or Group that subscribes to LIBERTY for dental coverage. If this happens, you will receive notice through your employer or group administrator at least 30 days before the change takes effect. Coverage for your Dependents will also end.

Your LIBERTY Plan coverage may also end if your job ends or you no longer work enough hours to be on your employer’s plan. In this case, coverage for your Dependents also ends.

Your LIBERTY Plan coverage may also end if you no longer live or work in the LIBERTY Service Area or if your Employer or Group stops offering any dental plan.

2. Termination Due to Non-Payment of Premium
If your employer or group does not pay the premium, LIBERTY will send a notice to your employer or group saying that the premium is overdue.

If premiums are not paid according to the agreement, termination will be effective on midnight 30 days after the last day of the month for which premiums were last received, subject to compliance with notice requirements accepted by LIBERTY Dental Plan. This is equivalent to a minimum of a 30-day grace period. Termination by LIBERTY will comply with Health and Safety Code, Section 1365(a) as amended and any associated guidance or regulation in force at that time.

3. Completion of Treatment In Progress After Termination
If you terminate from the Plan while the contract between you and LIBERTY Dental Plan is in effect, your Primary Care Provider or Specialist must complete any procedure in progress that was started before your termination, abiding by the terms and conditions of the Plan.

If you terminate coverage from the Plan after the start of orthodontic treatment, you will be responsible for any Charges on any remaining orthodontic treatment.

4. Termination Due to Fraud
Existing in-force coverage may be terminated by LIBERTY if LIBERTY can demonstrate that a Subscriber has performed and act of practice constituting fraud or made an intentional misrepresentation of material fact. Fraudulent practices or acts include, but are not limited to, permitting any other person to use their Member ID card to obtain services under this dental plan, or otherwise engages in fraud or deception in the provision of incomplete or incorrect “material” information to LIBERTY or to the Provider that would affect enrollment information, for use of the services or facilities of the plan or knowingly permits such fraud or deception by another. In such cases, Subscriber will receive a letter via certified mail at least 30 days prior to the effective date of the termination explaining the reason for the intended termination, and the notice of appeal rights. A Subscriber who alleges that an enrollment has been or will be improperly canceled, rescinded, or not renewed may request a review by the Director of the DMHC. Upon notice of completion of the appeal process, termination will be effective immediately upon such notice from LIBERTY Dental Plan.

5. Termination Due to Health Status
LIBERTY does not terminate based on any health status. If you believe that your coverage is has been terminated, improperly canceled, rescinded or not renewed based on your health status or requirements for health care services, you may request a review to be performed by the Director of the Department of Managed Health Care. If the Director determines that a proper complaint exists under the provisions of this section, the Director shall notify the plan. Within 15 days after receipt of such notice, the plan shall either request a hearing or reinstate the Enrollee or Subscriber. A reinstatement shall be retroactive to time of cancellation or failure to renew and the plan shall be liable for the expenses incurred by the Subscriber or Enrollee for covered health care services from the date of cancellation or non-renewal to and including the date of reinstatement. You can contact the Department of Managed Health Care at (1-888-HMO-2219) or on a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department’s Internet web site is http://www.hmohelp.ca.gov.

B. EFFECTIVE DATE OF TERMINATION
Coverage may be terminated, cancelled or non-renewed following 30 days since the date of notification of termination, except for fraud and intentional misrepresentation of material fact, which is effective immediately upon notification.

C. DISENROLLMENT
You may disenroll from the plan by contacting LIBERTY by phone or in writing. Disenrollment is effective as of the end of the last day of the period for which premium was paid.

D. RESCISSION
Rescission means that LIBERTY may cancel your coverage as if no coverage ever existed. Rescission may be elected by LIBERTY only in the event of fraud or intentional misrepresentation of material fact such as, but not limited to, if You intentionally submitted incomplete or incorrect material information in your enrollment application. You have the right to appeal any decision to rescind your membership. Appeal procedures will be provided to You in the notice of rescission. A Subscriber who alleges that an enrollment has been or will be improperly canceled, rescinded, or not renewed may request a review by the Director of the DMHC. Upon notice of completion of the appeal process, termination will be effective immediately upon such notice from LIBERTY Dental Plan. Except as provided by law, LIBERTY may not rescind Your coverage after 24 months from the issuance of the coverage contract.

IX. **RENEWAL AND REINSTATEMENT OF COVERAGE**

Your coverage will be automatically renewed at the same terms and conditions unless LIBERTY notifies You in writing at least 30 days before the end of your coverage term describing any changes in the premium, coverage or other terms or conditions of your coverage.

X. **INDIVIDUAL CONTINUATION OF DENTAL COVERAGE (COBRA, CAL-COBRA, CONVERSION COVERAGE AND HIPAA)**

A. **COBRA**

For more information on COBRA, call the Federal Employee Benefits Security Administration (EBSA), toll-free, at 1-866-444-3272.

- COBRA is a U.S. law that applies to employers who have 20 or more employees in their group health plan.
- COBRA may allow You and your Dependents to keep LIBERTY coverage for up to 18 or 36 months, depending on the qualifying event and other circumstances. If You are no longer eligible for COBRA after 18 months, You may be able to keep your Benefits through Cal-COBRA. See below.
- Each qualified person may independently elect/enroll in COBRA coverage. A parent or legal guardian may elect COBRA for a minor child.
- With COBRA, You have the same Benefits as current Members with LIBERTY coverage.
- You have to pay all of the monthly premium.

**Important deadlines for electing/enrolling in COBRA with LIBERTY Dental Plan:**

It is important to meet the following deadlines. If You do not, You lose your right to COBRA coverage.

1. **Notification of qualifying event:** Employers must notify LIBERTY within 30 days after the following qualifying events:
   - The employee's job ends
   - The employee’s hours of employment are reduced
   - The employee becomes eligible to receive Medicare Benefits
   - The employee dies
   You or your Dependent must notify LIBERTY in writing within 60 days after any of the following qualifying events:
   - The employee divorces or legally separates
   - A child or other Dependent no longer qualifies as a Dependent under plan rules

2. **Election notice:** Generally, You must be sent an election notice not later than 14 days after your Employer receives notice that a qualifying event has occurred.

3. **Election period:** You have 60 days to notify your employer in writing that You want to elect/enroll in COBRA coverage. The 60 days starts on the later of the following two dates:
   - The date You receive the election notice.
   - The date your coverage ended.

4. **Premium payment:** You must pay the premiums for your COBRA coverage as per instructions provided by your Employer. LIBERTY must receive your first premium within 45 days after You enroll in COBRA. This first premium covers the time from the date your coverage ended because of the qualifying event up to the day You signed up for COBRA. You must then pay a monthly premium as instructed by your Employer and/or LIBERTY as long as You stay on COBRA.

**If your COBRA is ending, You may be able to elect/enroll in Cal-COBRA:**

When your 18 months of COBRA ends, You may be able to keep LIBERTY coverage for up to 18 more months under Cal-COBRA. If You were on COBRA for 36 months, You cannot get Cal-COBRA for any additional period of time.
Your employer should send you an enrollment form. You must fill out the enrollment form, and return it to your employer as instructed, and pay your premium no more than 30 days after you receive the enrollment form.

You will lose COBRA if:

- You do not pay your premiums on time.
- You move outside the LIBERTY Service Area.
- Your former employer no longer offers any health plan.
- You become eligible for Medicare.
- You sign up for another health plan.
- You commit fraud, which means that you intentionally deceive LIBERTY or you misrepresent yourself or allow someone else to do so in order to get health care services.

B. Cal-COBRA

Cal-COBRA is a California law that applies to Employers who have between 2 and 19 employees in their group health plan.

- Cal-COBRA may allow you, your Dependents, and former Dependents to keep LIBERTY coverage for up to 36 months.
- You have the same Benefits as current Members with LIBERTY coverage.
- You have to pay all of the monthly premium.

Important deadlines for electing/enrolling in Cal-COBRA with LIBERTY:

It is important to meet the following deadlines. If you do not, you lose your right to Cal-COBRA coverage.

1. Notification of qualifying event: Employers must notify LIBERTY within 30 days after the following qualifying events:
   - The employee's job ends
   - The employee’s hours of employment are reduced

You or your Dependent must notify your employer and LIBERTY in writing within 60 days after any of the following qualifying events:

- The employee dies
- The employee divorces or legally separates
- A child or other Dependent no longer qualifies as a Dependent under plan rules
- The employee becomes eligible to receive Medicare Benefits

2. Election notice: Generally, you must be sent an election notice not later than 14 days after your employer receives notice that a qualifying event has occurred.

3. Election period: You have 60 days to notify your employer and/or LIBERTY in writing that you want to elect/enroll in Cal-COBRA continuation coverage. The 60 days starts on the later of the following two dates:
   - The date you receive the election notice.
   - The date your coverage ended.

4. Premium payment: You must pay the premiums for your Cal-COBRA coverage as instructed by your employer. LIBERTY must receive your first premium from your employer within 45 days after you enroll in Cal-COBRA. This first premium covers the time from the date your coverage ended because of the qualifying event up to the day you signed up for Cal-COBRA. You must then pay a monthly premium as instructed by your employer as long as you stay on Cal-COBRA.

If your former employer stops offering LIBERTY when you are on Cal-COBRA:

- You can elect/enroll in Cal-COBRA with the new health plan offered by your employer.
- You must enroll and pay your first premium as instructed by your employer with the new health plan no more than 30 days after you receive notice that LIBERTY is no longer being offered. If you do not meet this deadline, your Cal-COBRA Benefits end.

You will lose Cal-COBRA if:

- You do not pay your premiums on time.
- You move outside the LIBERTY Service Area.
Your former employer no longer offers any health plan.
You sign up for or become eligible for Medicare.
You sign up for another health plan. (However, if your new plan has a waiting period for pre-existing conditions and You have not used up all of your Cal-COBRA, You can keep your Cal-COBRA until the waiting period is over.)
You commit fraud, which means that You intentionally deceive LIBERTY or You misrepresent yourself or allow someone else to do so in order to get health care services.

XI. GRIEVANCE PROCEDURES

If You are dissatisfied with your selected Primary Care Provider, personnel, facilities, specialty referral, Pre-Authorization, claim, or the dental care You receive, You have the right to complain to the dental plan. A Complaint is the same as a Grievance. Grievance Forms may be requested by contacting LIBERTY Dental Plan’s Member Services Department at (888) 703-6999. Grievance Forms are also available on our website, www.libertydentalplan.com, or by calling LIBERTY Member Services or by asking your Provider. Grievance Forms are not necessary. LIBERTY will investigate a Grievance submitted in any format. Your complaint or Grievances may be:

- Sent in writing to: LIBERTY Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110, or
- Sent by facsimile to: LIBERTY Dental Plan’s Member Services Department facsimile at (949) 223-0011, or
- Submitted verbally to: LIBERTY Dental Plan Member Services Representative at LIBERTY’s toll-free number: (888) 703-6999, or
- Submitted using our website online Grievance filing process by visiting www.libertydentalplan.com.

You may use a “patient advocate” to help You file a Grievance. For Grievances involving minors or incapacitated or incompetent individuals, the parent, guardian, conservator, relative or other designee of the Member, as appropriate may submit the Grievance to LIBERTY, or to the DMHC for urgent matters (see “Urgent Grievances” below)

If You have limited English proficiency, visual or other communication impairment, LIBERTY will assist You in filing a Grievance. Assistance may include translation of Grievance procedures, forms and LIBERTY’s responses, and may also include access to interpreters, telephone relay systems to aid disabled individuals to communicate.

You will not be discriminated against in any way by LIBERTY or your Provider for filing a Grievance.

You may file a Grievance for at least 180 calendar days following any incident or action that is the subject of your dissatisfaction.

LIBERTY Dental Plan’s representatives will review the problem with You and take appropriate steps for a quick resolution. You will receive acknowledgement of your Grievance within five (5) calendar days of receipt. Grievances will be resolved within 30 days.

Grievances Exempt from Written Acknowledgement and Response: In some cases Grievances that are received by telephone, facsimile, e-mail or through a website that are not coverage disputes, or are not involving Dental Necessity and are resolved by the next business day do not require a written acknowledgement or response. In these cases You will be contacted by the same method by which You submitted the Grievance or otherwise discussed with You at the time You reported your complaint.

The following information is required by the State of California pertaining to your dental plan.

A. STATE OF CALIFORNIA DEPARTMENT OF MANAGED HEALTH CARE (DMHC) COMPLAINT PROCEDURE
The DMHC has established a toll-free number for You as a Member to utilize should You have a complaint against a health care service plan, or requests for review of cancellations, rescissions and non-renewals under Health and Safety Code section 1365(b) and related guidance and rules. This number is 888-HMO-2219. As a Member You may file a complaint against LIBERTY Dental Plan; however, You may only do so after contacting your plan directly to utilize its complaint resolution process.

A Member may immediately file a complaint with the California DMHC in the event of a dental emergency situation. In addition a Member may also file a complaint in the event that the plan does not satisfactorily resolve the complaint (Grievance) within thirty (30) days of filing with your health care service plan.

California Required Statement: The California Department of Managed Health Care is responsible for regulating health care service plans. If You have a grievance against your Health Plan, You should first telephone your Health Plan at 1-888-703-6999 and use your Health Plan’s grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may
be available to You. If You need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your Health Plan, or a grievance that remained unresolved for more than 30 days, You may call the Department for assistance. You may also be eligible for Independent Medical Review (IMR). If You are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a Health Plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (1-888-HMO-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department’s Internet web site http://www.hmohelp.ca.gov has complaint forms, IMR application forms and instructions online.

Grievance Resolutions and Responses: For Grievances related to requested services that were denied, delayed or modified based in whole or in part on a finding that the proposed health care service is not a covered benefit, the response will indicated the exact document, page and provision applicable to the Grievance response.

For Grievances related to requested health care services that were denied, delayed or modified in whole or in part based on a determination that the service is not medically (dentally) necessary, the response will indicate the criteria, clinical guideline or policy used in reaching the determination.

Urgent Grievances: For cases involving an imminent and serious threat to your health including, but not limited to, severe pain, potential loss of life, limb, or major bodily function, LIBERTY will expedite the processing of your Grievance upon notification of this urgent condition. LIBERTY will resolve to the urgent condition within 3 calendar days of receipt of the Grievance, or sooner, based on the condition. In the case of urgent Grievances, You are not required to await the determination by LIBERTY before accessing the DMHC as noted above.

If You are not satisfied with the resolution initially provided, You may contact the DMHC as noted above. You may also submit additional materials for additional consideration to LIBERTY Dental Plan’s Quality Management Department. Your requests must be in writing with a detailed summary and should be directed to:

LIBERTY Dental Plan, Inc.
Quality Management Department
P.O. Box 26110
Santa Ana, CA 92799-6110

Any additional information will be processed as a new Grievance.

B. MEDIATION
You may also request voluntary mediation with LIBERTY before exercising your right to submit a Grievance to the DMHC. The use of mediation does not preclude your right to submit a Grievance to the DMHC upon completion of mediation. In order to initiate mediation, You or your agent must voluntarily agree to the mediation process. Expenses for mediation will be borne equally by You and LIBERTY.

C. INDEPENDENT MEDICAL REVIEW (IMR)
In cases which result in the denial of the Pre-Authorization request for Covered Services by a LIBERTY Dental Plan Provider, and are considered the practice of medicine or are provided pursuant to a contract between LIBERTY and a health plan (that covers hospital, medical or surgical Benefits) may be eligible for the DMHC Independent Medical Review (IMR) program. Subscribers may request a form for the independent medical review of their case by contacting LIBERTY Dental Plan at 888-703-6999 or writing to: LIBERTY Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110. You may also request the forms from the Department of Managed Health Care. The Department of Managed Health Care may be reached at 1-888-HMO-2219 or by visiting their website at: http://www.hmohelp.ca.gov. Independent Medical Review is only available for certain medical services.

D. ARBITRATION
If You or one of your eligible Dependents is not satisfied with the results of LIBERTY Dental Plan’s complaint resolution process, and all the complaint resolution procedures have been exhausted, the matter can be submitted to arbitration for resolution. If You, or one of your eligible Dependents, believe that some conduct arising from or relating to your participation as a LIBERTY Dental Plan Member, including contract or medical liability, the matter shall be settled by arbitration. The arbitration will be conducted according to the American Arbitration Association rules and regulations in force at the time of the occurrence of the Grievance (dispute or controversy) and subject to Section 1295 of the California code of Civil Procedure.
XII. MISCELLANEOUS PROVISIONS

A. COORDINATION OF BENEFITS
As a covered Member, You will always receive your LIBERTY Benefits. LIBERTY does not consider your Individual Plan secondary to any other coverage You might have. You are entitled to receive Benefits as listed in this EOC document despite any other coverage You might have in addition. However, any Covered California coverage that you have that is embedded into a full service health plan will act as the primary payor when you have a supplemental pediatric dental benefit through a family benefit plan.

B. THIRD PARTY LIABILITY
If services otherwise covered by virtue of this Individual Plan are deemed to be necessary due to a work-related injury or which are the liability of another third party, You agree to cooperate in LIBERTY’s processes to be reimbursed for these services.

C. OPPORTUNITY TO PARTICIPATE IN LIBERTY’S PUBLIC POLICY COMMITTEE
If You wish to participate in LIBERTY’s Public Policy Committee, which reviews plan performance and assists in establishing LIBERTY’s public policies, please contact Member Services Department at (888) 703-6999, or contact Quality Management Department at qm@libertydentalplan.com

D. REPORTING POSSIBLE FRAUD
LIBERTY has established a specific fraud hotline number: (888) 704-9833. The Fraud Hotline provides the opportunity to report reasonable and good faith fraud suspicions or concerns in an anonymous/confidential manner. This hotline is monitored by a designated Member of the LIBERTY Corporate Compliance Committee. All information reported on the anonymous hotline is then forwarded to LIBERTY Dental Plan’s Quality Management team for full investigation.

The Chairman of the Committee and the Chief Compliance Officer, in conjunction with Legal Counsel, determine whether LIBERTY shall take any additional action, which may include, without limitation:

- The provision of information, for purposes of education, to the participating Provider describing the incident involving suspected fraudulent activity;
- Seek restitution from the participating Provider for any amounts paid by LIBERTY in connection with the incident involving suspected fraudulent activity;
- Termination of the Provider agreement in effect between LIBERTY and the participating Provider; and/or
- Referral of the matter to an appropriate governmental agency, including, without limitation, the State Board of Dental Examiners and Centers for Medicare and Medicaid Services.

E. NON DISCRIMINATION
LIBERTY and contracted Providers provide care in a non-discriminatory environment. Discrimination due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age, disease status, blindness or physical/mental impairment is not tolerated.

F. FILING CLAIMS
As stated throughout this document, You are not required to file claims directly with LIBERTY. Your general dental services are arranged with the participating Primary Care Provider who submits claims or encounters on your behalf. Your specialty care services are reported to LIBERTY via the Specialist. If You receive services out-of-network due to an emergency after-hours or out-of-area situation, consult the section above for submitting your expenses to LIBERTY to receive reimbursement (see Reimbursement for Emergency Dental Services section above).

G. ORGAN DONATION
LIBERTY is required by DMHC to inform You that organ donation options are available to You. Organ donation has many Benefits to society, and You may wish to consider this option in the event of any health situation that may lead to the option to do so. You may find more information about organ donation at http://donatelife.net

H. LANGUAGE ASSISTANCE
Interpretation and translation services may be available for Members with limited English proficiency, including translation of documents into certain threshold languages. See statements below:

IMPORTANT: Can You read this document? If not, we can have somebody help You read it.
You may also be able to get this letter written in your language. For free help, please call right away at 1-888-703-6999.
Spanish (Español)


I. LIBERTY DENTAL PLAN MEMBER SERVICES DEPARTMENT
LIBERTY Dental Plan Member Services provides toll-free customer service support Monday through Friday 8:00 a.m. to 5:00 p.m. on normal business days to assist members with simple inquiries and resolution of dissatisfactions. The hearing and speech impaired may use the California Relay Service’s toll-free telephone numbers 1-800-735-2929 (TTY) or 1-888-877-5378 (TTY) to contact the department. Our toll-free number is (888) 703-6999.

J. MEMBER RIGHTS

As a Member, You have the right to:
- Be treated with respect, dignity and recognition of your need for privacy and confidentiality
- Express Grievances and be informed of the Grievance process
- Have access and availability to care
- Access your Dental Records
- Participate in decision-making regarding your course of treatment
- Be provided information regarding a Provider
- Be provided information regarding the organization’s services, Benefits and specialty referral process.

LIBERTY Dental Plan Policies and Procedures for preserving the confidentiality of medical records are available and will be furnished to You upon request.

K. MEMBER RESPONSIBILITIES

As a Member, You have the responsibility to:
- Identify yourself to your selected Dental Office as a LIBERTY Dental Plan Member
- Treat the Primary Care Provider, office staff and LIBERTY Dental Plan staff with respect and courtesy
- Keep scheduled appointments or contact the Dental Office twenty-four (24) hours in advance to cancel an appointment
- Cooperate with the Primary Care Provider in following a prescribed course of treatment
- Make Co-payments at the time of service
- Notify LIBERTY Dental Plan of changes in family status
- Be aware of and follow the organization’s guidelines in seeking dental care
Appendix 1:

SCHEDULE OF BENEFITS
COVERED SERVICES

Refer to the benefit schedule issued to you at the time of enrollment. You may also obtain a copy by contacting our Member Services department toll free at (888) 703-6999, Monday through Friday, from 8:00 am to 5:00 pm Pacific Standard Time.
Appendix 2:

PREMIUM, PRE-PAYMENT FEES
AND CHARGES

Your Group’s Premium and various other Fees and Charges are provided to the Group sponsor