CALIFORNIA INDIVIDUAL ESSENTIAL PEDIATRIC DENTAL BENEFIT PLAN COMBINED EVIDENCE OF COVERAGE (EOC) AND DISCLOSURE FORM

[Health Plan] is your Qualified Health Plan (QHP). [Health Plan] arranges for your **Essential Pediatric Dental Benefit** coverage provided by Liberty Dental Plan of California.

Availability of Language Assistance: Interpretation and translation services is available for members with limited English proficiency, including translation of documents into certain threshold languages at no cost to you. To ask for language services call [1-888-703-6999]/TTY: [1-877-855-8039]. Make sure to notify your primary care dentist or specialty dentist of your personal language needs upon your initial dental visit.

Spanish (Español)
IMPORTANTE: ¿Puede leer esta noticia? Si no, alguien le puede ayudar a leerla. Además, es posible que reciba esta noticia escrita en su propio idioma sin ningún costo a usted. Para obtener ayuda gratuita, llame ahora mismo al [1-888-703-6999]/TTY: [1-877-855-8039].

Hereinafter in this document, Liberty Dental Plan of California, Inc. will be referred to as "Liberty" or "the Plan." [HEALTH PLAN] may be referred to as "[HEALTH PLAN's ACRONYM]".

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 copy of the dental plan contract is available upon request.

A STATEMENT DESCRIBING LIBERTY'S POLICIES AND PROCEDURES FOR MAINTAINING THE CONFIDENTIALITY OF MEDICAL AND DENTAL RECORDS IS AVAILABLE AND WILL BE PROVIDED TO YOU UPON REQUEST AT NO COST.

Section I of this document contains a Benefit Matrix for general reference and a comparison of your benefits under this plan followed by an overview of your dental plan benefits.

Section II of this document contains definitions of terms used throughout this document.

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Confidential communications

California law states that you can ask for confidential communications regarding the receipt of sensitive services. These types of services can include:

- Bills and attempts to collect payment
- A Notice of Adverse Benefit Determination(s)
- An Explanation of Benefit notice(s)
- A Plan's request for additional information regarding a claim
- A notice of a contested claim
- The name and address of a provider, description of services received, and other information related to a visit.
- Any verbal, written or electronic communications from the Plan that contain protected health information.

To request confidential communications from [Liberty] for any of the services listed above, please call Member Services or you can submit a request in writing by mail or fax to any of the following:

- Online: [Liberty's website by visiting www.libertydentalplan.com]
- By mail to: [Liberty Dental Plan, P.O. Box 26110, Santa Ana, CA 92799-6110]
- By fax to: [877) 831-6019]
- By telephone to: [Liberty's] Member Services at [888-703-6999]
- By TDD/TTY: [877-855-8039]

I. GENERAL INFORMATION

THIS BENEFITS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE COMBINED EOC AND DISCLOSURE FORM AND THE PLAN CONTRACT SHOULD BE REVIEWED FOR A DETAILED DESCRIPTION OF DENTAL BENEFITS, LIMITATIONS, AND EXCLUSIONS.

[Liberty Dental Plan Children's Dental HMO Benefit Matrix]	
Copayment Plan	
(A) Deductibles	None. Minimum Coverage Plan Only: your children's dental HMO plan's deductible will be integrated with your medical plan's deductible. Once your out-of-pocket expenditures for all covered medical and dental services reach the integrated deductible, you may be required to pay a copayment amount for each procedure as shown in the description of benefits and copayments. The integrated deductible does not apply to preventive and diagnostic services.
(B) Lifetime Maximums	None
(C) Out-of-Pocket Maximums	Your children's dental HMO plan's out-of-pocket maximum will be integrated with your medical plan's out-of-pocket maximum. Once your out-of-pocket expenditures for all covered medical and dental services reach the integrated out-of-pocket maximum, all further covered dental procedures will be paid for by Liberty. Charges for optional, non-covered or upgraded material services are not included in the calculation for the integrated out-of-pocket maximum. Any payments for dental services accrue toward your health plan medical out of pocket maximum for the applicable metal level plan selected.
(D) Professional services ***Note:** Some services may not be covered. Certain services may be covered only if provided by a specialty dentist or can be subject to additional charges. Limitations	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: [Diagnostic Services…… No Cost] [Preventive Services…… No Cost] [Restorative Services…… No Cost - $350.00] [Endodontic Services……No Cost - $350.00] [Periodontic Services……No Cost - $350.00]

apply to the frequency with which some services can be obtained.	[Prosthodontic Services……. No Cost - $350.00] [*Implant Services..…… No Cost - $350.00] [Oral and Maxillofacial Surgery…….No Cost - $350.00] [*Orthodontic Services…… ……No Cost - $1,000.00]
(E) Outpatient Services	Not Covered
(F) Hospitalization Services	Not Covered
(G) Emergency Dental Coverage	The member may receive a maximum benefit of up to $75 per year for out-of-area emergency services.
(H) Ambulance Services	Not Covered
(I) Prescription Drug Services	Not Covered
(J) Durable Medical Equipment	Not Covered
(K) Mental Health Services	Not Covered
(L) Chemical Dependency Services	Not Covered
(M) Home Health Services	Not Covered
(N) Other	Not Covered

Each individual dental category and procedure listed above, that is covered under the program, has a specific co-payment, which is shown in the Schedule of Benefits [Appendix I)] of this combined Evidence of Coverage.

A copy of your combined Evidence of Coverage (EOC) will be made available yearly or upon request and will include any changes about your dental benefits or Liberty's enrollee public policies.

[When required, the Schedule of Benefits is attached as Appendix 1.]

OVERVIEW OF YOUR DENTAL BENEFIT PLAN

A. HOW TO USE YOUR LIBERTY DENTAL PLAN

This booklet is your Evidence of Coverage (EOC). It explains what services Liberty covers and does not cover. Also read your Schedule of Benefits, which lists dental services, co-payments and other fees. This EOC represents the Children's Dental HMO benefits covered as part of your Health Plan as arranged by [HEALTH PLAN]. To be eligible for this coverage, you must meet the eligibility requirements as stated in this document.

B. HOW TO CONTACT LIBERTY

We are here to help you. Please contact us by going online, mailing, or calling us. [You can also download our Liberty Dental mobile app on your smartphone.]

[Liberty's] 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 can use the California Relay Service's toll-free telephone number 711 to contact the Department of Managed Health Care.

Liberty Important Contact Information			
Hours:	**Website:**	**Mailing Address:**	**Member Services:**
Monday - Friday 8:00 a.m. to 5:00 p.m.	[www.libertydentalplan.com]	Liberty Dental Plan, [P.O. Box 26110 Santa Ana, CA 92799-6110]	[888-703-6999] TTY: [877-855-8039]

C. LIBERTY'S SERVICE AREA

Liberty has a service area, which is the state of California. This is the area in which Liberty provides dental coverage. You must live, work, and receive all dental services in California, unless you need Emergency or Urgent Care. If you move out of California, you must tell Liberty. **[Health Plan]'s Dental Benefit Plan's Service Area is Covered California Region [RATING REGION NUMBER] [NAME OF COUNTY] Count[y][ies].**

D. LIBERTY'S NETWORK

Our network includes general dentists and specialty dentists that Liberty has contracts with to provide covered services to our members. To use your benefits, covered services must be performed by your Primary Care Dentist (PCD) or other network providers.

To get a copy of your Liberty Provider Directory, go to our website at [www.libertydentalplan.com], [or you can download and use our mobile app on your smartphone], or call Member Services.

If you go to an out-of-network provider, you will have to pay all the cost, unless you receive pre-approval from Liberty or you require Emergency/Urgent Care. If you are new to Liberty, or your PCD's contract ends, you may be able to continue to see your current dentist. This is called *continuity of care)*.

E. YOUR PRIMARY CARE DENTIST (PCD)

When You join Liberty, you do not need to choose a Primary Care Dentist (PCD). A PCD is usually a general dentist who provides your basic care and coordinates the care you need from other dental specialty Providers. You may access services from any contracted general dentist in the network**.**

A. LANGUAGE AND COMMUNICATION ASSISTANCE

Interpretation and translation services are available for members that speak limited English, including translation of documents into other languages. If English is not your first language, Liberty provides interpretation services and translation of some written materials in your preferred language at no cost to you. To ask for language services call [888-703-6999]/TTY: [1-877-855-8039].

If you have a preferred language, please tell us of your personal language needs by completing an online survey at [https://www.libertydentalplan.com/Members/Member-Language-Survey.aspx] or calling [888-703-6999]/TTY: [1-877-855-8039].

Make sure to let your PCD or specialty dentist know of your preferred language needs at your first dental visit. Liberty provides language assistance services for all your dental appointment(s). If your PCD, specialty dentist, or dental office staff, cannot talk with you in your preferred language, Liberty can give you interpretation services, at no cost to you.

Liberty makes certified interpretation services available to you at no cost and does not recommend using family members, minors or friends to assist you. Please call our Member Services to arrange for an in-person interpreter as far in advance of your appointment time as possible, but no less than seventy-two (72) hours from the time of your appointment. If you have an Emergency/Urgent Care appointment, Liberty can provide you with interpretation services over the phone, to help you talk to the office staff in your preferred language.

F. HOW TO GET DENTAL CARE WHEN YOU NEED IT

Call your PCD first for all your dental care unless you are having a medical emergency. If you are having a medical emergency call your primary care physician, 911 or go to the closest emergency room.

You usually need a referral and pre-approval to get care from a specialty dentist other than your PCD. The care must be medically necessary for your health. Your dentist and Liberty follow guidelines, criteria, and policies to decide if care is medically necessary for your health. If you disagree with Liberty that a service is medically necessary for your health, you can request reconsideration (an appeal), file a grievance, or in some cases, you can request an Independent Medical Review (IMR).

Covered dental services are also called benefits and must be a service that Liberty covers. Your Schedule of Benefits will show you what services Liberty covers under your dental plan. Your Schedule of Benefits [is provided with this document, at the start of your plan], is available anytime on the Liberty website at [www.libertydentalplan.com], [through our mobile app for your smartphone], or upon request from our Member Services.

G. SCHEDULING APPOINTMENTS

California law states that you have the right to schedule an appointment within a reasonable time based on your oral needs. The table below shows you the wait time for each type of appointment to treat your oral condition. If for any reason you are unable to schedule an appointment within these timeframes, please call our Member Services at [888-703-6999]/TTY: [1-877-855-8039] for assistance.

Type of Appointment	Condition/Type of Services	Appointment Wait Time
After-Hours Emergency Access	Life-threatening or serious emergency condition that requires immediate attention	24 hours a day, 7 days a week
Emergency Care	Severe pain, swelling, bleeding	Within 24 hours
Urgent Care	Broken filling/lost crown	Within 72 hours
Initial	Exam, x-rays	Within 36 business days
Routine Care (Non-Emergency)	Restorative care (fillings/crowns)	Within 36 business days
Preventive Care	Cleanings	Within 40 business days
Specialty Dentist	Oral Surgeon, Endodontist, etc.	Within 30 calendar days from authorized request, when applicable

In-Office Wait Time	Scheduled appointments only	Not to exceed 30 minutes
Telephone Wait Time	To answer incoming calls	Within 30 seconds
Return Call Wait Time	Returning calls from voicemails	Within 30 minutes

H. SPECIALTY REFERRALS AND PRE-ESTIMATES

Your PCD must submit a request for a specialty referral to Liberty for pre-approval if you need services from a specialty dentist. Pre-approval is also called pre-estimate. Make sure your PCD submits a specialty referral to Liberty, and you get pre-approval. Once you receive approval for consultation to the needed specialty dentist, the specialty dentist will submit a pre-estimate for any services they feel are needed. If you do not have an approved specialty referral from Liberty before you see a specialty dentist, you will have to pay for all of the costs of any services you receive.

IMPORTANT: You do **not** need a specialty referral and pre-approval to see your PCD, or to get emergency care or urgent care.

I. EMERGENCY CARE

A condition is considered an emergency if you have severe pain, swelling, or bleeding. A condition is also considered an emergency, if you reasonably think that your condition, without treatment, could cause your health or body to be in serious danger or lead to death.

Emergency care is covered 24 hours a day, 7 days a week, anywhere in the world. If you require Emergency care, contact your PCD, including unexpected dental conditions that take place after normal business hours or on weekends.

Medical emergencies are not covered by Liberty if the services are rendered in a hospital setting which are covered by a medical plan, or if Liberty determines the services were not dental in nature. If you are having a medical emergency call your primary care physician, 911 or go to the nearest emergency room.

J. URGENT CARE

Urgent Care is the care needed to prevent an oral condition from getting worse due to an unexpected illness or injury, and care cannot be delayed.

Urgent Care is covered anywhere in the world and appointments should be scheduled within 72 hours. If you require Urgent care, contact your PCD, including unexpected dental conditions that take place after normal business hours or on weekends.

K. CARE WHEN YOU ARE OUT OF THE LIBERTY SERVICE AREA

Only emergency and urgent care is covered outside of the Liberty service area.

L. COSTS

- A Premium is what you pay to your Qualified Health Plan (QHP) to keep coverage. Premiums are paid to [Health Plan].
- A co-payment is the amount that you must pay to your PCD or a specialty dentist for a covered dental procedure. Liberty pays for the rest of that covered service.
- Your plan has a yearly out-of-pocket maximum. The yearly out-of-pocket maximum is the most money you have to pay for your covered services in a year. Out-of-pocket costs include co-payments, or coinsurance for all covered medical and dental services.
- Any payment for dental services accrue toward Your Health Plan's medical Out-of-Pocket maximum for the applicable metal level plan selected.
- There can be other costs incurred for optional, non-covered, and upgraded material services that do not apply to out-of-pocket maximums.
- To verify your out-of-pocket maximum, please visit our website at [www.libertydentalplan.com], [download our mobile app on your smart phone], or call Liberty's Member Services, toll-free at [888-703-6999]/TTY: [1-877-855-8039.**]**

M.IF YOU HAVE A GRIEVANCE ABOUT YOUR LIBERTY DENTAL PLAN

Liberty provides a grievance resolution process. You can file a grievance (also called complaint or appeal) with Liberty for any dissatisfaction you have with the Plan, your dental benefits, a claim determination, pre-estimate determination, your PCD, specialty dentist, or any part of your dental plan benefits.

If you disagree with Liberty's decision about your grievance, you can get help from the California Department of Managed Health Care Help Center. In some cases, the Department of Managed Health Care 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 dental plan.

II. DEFINITIONS OF USEFUL TERMS FOUND IN THIS DOCUMENT

The following words used in this document are important for you to know:

- **Appeal:** A request made to Liberty by a member, a provider acting on behalf of a member, or other authorized designee to review an action by the Plan to delay, modify or deny a pre-estimate or claim for dental services.
- **Applicable:** To have an effect on someone or something

- **Authorization:** A Liberty written notice of approval that you can proceed with the treatment requested.
- **Benefits:** Medically necessary dental services covered by Liberty that are available through this dental plan. Also known as dental plan benefits.
- **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.
- **Capitation:** Pre-paid payments made by Liberty to a network general dentist to provide services to assigned members.
- **Charges:** The fees requested for proposed or completed dental services.
- **Consultation**: A meeting with a specialty dentist to determine care and a treatment plan, as needed.
- **Contracted Dental Group, Dental Office, or Provider:** A dental facility, general dentist, specialty dentist, and dental office staff that are under a signed contract with Liberty to provide services to our members in accordance with the Plan's clinical guidelines and criteria. Also known as in-network.
- **Co-payment:** The amount listed on the Schedule of Benefits that is charged to a member at the time of service for covered dental plan benefits.
- **Covered Services:** The set of dental procedures that are benefits of your Liberty dental plan.
- **Dental Records:** Refers to diagnostic aids, intra-oral and extra-oral x-ray(s), written treatment records, 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 actively enrolled in Liberty. Also known as an enrollee, member or subscriber.
- **Disputed Dental Service:** Any service that is the subject of a dispute filed by either member, a provider acting on behalf of a member, or other authorized designee. Also known as a grievance or appeal.
- **Domestic Partner:** 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.
- **Emergency Care:** A dental screening, examination, or evaluation by a Liberty provider to determine if an emergency dental condition exists, and to provide care to treat any emergency symptoms within the capability of the facility within professionally recognized standards of care.
- **Emergency Dental Condition:** A dental condition that if not treated immediately could reasonably be expected to result in placing the persona's health in jeopardy, causing severe pain or impairing function.

- **Endodontist:** A specialty dentist who specifically treats disease and injuries to the pulp and root of the tooth. Also known as a root canal specialist.
- **Enrollee:** Liberty considers an enrollee to mean the same as a member, dependent or subscriber who are actively enrolled in the Plan.
- **[Essential Health Benefit (EHB)**: A set of 10 categories of services health and dental insurance plans must cover under the Affordable Care Act. Plans must include dental coverage for children. Dental benefits for adults are optional. Specific services can vary based on state requirements.]
- **[Essential Pediatric Dental Benefit (EPDB):** Refers to plans mandated by the Affordable Care Act to provide essential pediatric dental benefits to children.]
- **Exclusion:** Refers to any dental procedure or service that is not available under your Liberty dental plan.
- **Explanation of Benefits (EOB):** A written statement from Liberty about a claim, showing what was covered under your dental plan, what was paid for by the Plan, and what you must pay for.
- **General Dentist:** A licensed dentist who provides general dental services and who does not identify as a specialty dentist. Also known as your Primary Care Dentist.
- **Grievance:** Any expression of dissatisfaction; also known as a complaint. See Grievance section of this EOC for the rules, regulations, and processes.
- **Group Plan:** A dental benefit plan through an employer or group providing dental benefit coverage through Liberty.
- **Independent Medical Review (IMR):** A California program where certain denied services can be subject to an external review. IMR is only available for certain medical services.
- **In-Network Benefits:** Dental benefits available to you when you receive services from a Liberty contracted general dentist or specialty dentist.
- **Limitations:** Refers to the number of services allowed, type of services allowed, and/or the most affordable dentally appropriate service.
- **Medical Necessity or Medically Necessary:** Covered services which are necessary and appropriate for the treatment of the teeth, gums, and supporting structures and that are (a) provided according to professionally recognized standards or practice; (b) determined to be consistent with the dental condition, and (c) are the most appropriate type, supply and level of service considering the potential risks, benefits, and covered services which are alternatives.
- **Member:** Liberty considers a member to mean that same as an enrollee, subscriber, or dependent who are actively enrolled with Liberty.
- **Network General Dentist:** A dentist who has signed a contract with Liberty to provide services to our members in accordance with Liberty's guidelines and criteria.
- **Non-Contracted Provider:** A general dentist or specialty dentist that is not in contract with Liberty to provide service to members. Also known as an out-of-network provider.

- **Non-Covered Service:** A dental procedure or service that is not covered under your dental plan.
- **Open Enrollment Period:** A period of time when enrollment in a dental plan can be started or changed.
- **Oral Surgeon:** A specialty dentist who treats diseases, injuries, deformities, and appearance of the mouth, jaws, and face.
- **Orthodontist:** A specialty dentist who treats problems in the way the upper and lower teeth fit together in biting or chewing.
- **Out-of-Area Coverage:** Benefits provided when you are out of Liberty's service area, or away from your PCD. Also known as out-of-network coverage.
- **Out-of-Area Urgent Care:** Urgent services that are needed while you are located out of the service area or away from your PCD. Also known as out-of-network urgent care.
- **Out-of-Pocket Maximum**: Refers to the maximum amount you will spend for covered services each year.
- **Pediatric Dentist:** A specialty dentist who treats children from birth to adolescence, providing primary and full range of preventive care treatment.
- **Periodontist**: A specialty dentist who treats diseases of the gums and tissue around the teeth.
- **Plan:** Liberty Dental Plan of California, Inc., also knowns as "Liberty".
- **Pre-Estimate:** A request made by a Liberty provider to approve services before they are performed. Also known as a pre-approval.
- **Premium:** The amount of money that you or your employer/group must pay monthly to Liberty for dental coverage.
- **Primary Care Dentist (PCD):** A contracted general dentist who provided services to Liberty members. The primary care dentist is responsible for providing or arranging specialty care for needed dental services.
- **Professional Services:** Dental services or procedures provided by a licensed dentist or approved assistants.
- **Provider:** A contracted primary care dentist, dental group, dental clinic, or specialty dentist who provides dental plan benefits and services to Liberty members.
- **Referral:** A request from your primary care dentist to direct you to a specialty dentist for evaluation and services as needed.
- **Service Area:** The counties in California where Liberty provides coverage.
- **Schedule of Benefits**: A document that outlines the type of dental procedures covered by your Liberty dental plan, including any copayments, deductibles, out-of-pocket maximums, exclusions, and limitations.
- **Specialty Dentist:** A dentist that has received advanced training in one of the dental specialties approved by the American Dental Association, and practices as a specialist.

Dental specialties include Endodontists, Oral Surgeon, Periodontists and Pediatric Dentists.

- **Subscriber:** Liberty considers a subscriber to mean that same as an enrollee, member, or dependent who are actively enrolled with Liberty.
- **Surcharge:** An amount charged in addition to a listed co-payment for a requested service or treatment.
- **Terminated Provider:** A provider that is no longer contracted with Liberty to provide services to members of the Plan.
- **Urgent Care:** Dental care that you need soon to prevent a serious health problem.
- **Usual Fee:** A provider's usual charge for a service, not covered under your dental plan benefits.

III. ACCESS TO SERVICES – SEEING A DENTIST OR SPECIALTY DENTIST

Liberty contracts with general dentists and specialty dentists to provide services covered by your plan. To find a dentist in your arear, you can go to our website at [www.libertydentalplan.com], [download the Liberty mobile app on your smart phone], or call us toll-free at [888-703-6999]/TTY: [1-877-855-8039].

All services and benefits described in this Evidence of Coverage (EOC) are covered only if provided by a contracted Primary Care Dentist (PCD) or specialty dentist. The only time you can receive care out-of-network is for emergency dental services as defined under "**Emergency Dental Care**" or "**Urgent Care**".

A. DENTAL OFFICES

Liberty makes available PCDs and specialty dentists throughout the state of California within a reasonable distance from your home or workplace. You can find a dentist in your area by going to our website, [**www.libertydentalplan.com**], [downloading our mobile app on your smart phone], or calling us toll-free at **[888-703-6999]/TTY: [1-877-855-8039].**

Our goal is to provide you with appropriate dental benefits, delivered by highly qualified dental professionals in a comfortable setting. All of Liberty's contracted private practice dentists must meet Liberty's credentialing criteria, prior to joining our network. In addition, each participating dentist must adhere to strict contractual guidelines. All dentists are pre-screened and reviewed on a regular basis.

Liberty conducts a quality assessment program, which includes ongoing contract management to confirm compliance with continuing education, appointment availability for members, appropriate diagnosis, and treatment planning. Your PCD will provide all your dental care needs including referring you to a specialty dentist, if

necessary. All members will have a residence or workplace within thirty (30) minutes or fifteen (15) miles of a PCD office.

B. DENTAL HEALTH EDUCATION

For more information on using your dental benefits, please go to our website at [www.libertydentalplan.com]. The website contains other helpful information on dental and oral health information to assist you, including home care measures you can take to keep your teeth and mouth healthy. It is important to know the condition of your teeth, gums and mouth can affect 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 post pregnancy health as well as other health conditions can be found on our website.

C. CHOICE OF PROVIDERS

1. **Primary Care Dentist (PCD)**: You do not have to choose an assigned PCD. You can access care from any in network PCD. Your PCD is responsible for coordinating any specialty care dental services you may need. You must obtain general dental services from your PCD. Your PCD will share information with any specialty dentist to coordinate your overall care.

   You can locate a Liberty contracted provider by going online to our website at [www.libertydentalplan.com], [downloading our mobile app on your smartphone], or calling the Member Service. Once you have located a Liberty contracted provider, you can call the office to schedule an appointment. The PCD will contact Liberty to verify your eligibility.

2. **[Changing PCDs**: You can request to change your PCD at any time. You can [use our mobile dental app to find a dentist and request an office transfer], call our Member Services toll-free at [(888) 703-6999]/TTY: [1-877-855-8039], during regular business hours, or submit a change request in writing to: [Liberty Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110].

   If you request to change your PCD, your new dental office may be made effective as early as the first (1st) day of the current month. There are some dental offices that require offices changes to take place on the first (1st) day of the following month. You can reach out to the new PCD office to ask about their process or contact Member Services.

3. **Care from a Specialty Dentist:** You can obtain care from a specialty dentist after your PCD submits a referral to Liberty for approval. You can only receive services from a

specialty dentist that has been pre-approved for you by Liberty. Your specialty dentist will submit a pre-estimate for services to Liberty for review and determination of benefits.

- All services and benefits described in this EOC are covered only if provided by a contracted Liberty PCD or specialty dentist. Services received by a non-contracted provider are not covered. The only time you can receive care out-of-network is for emergency or urgent dental services as described under "**Emergency Dental Care**" or **"Urgent Dental Care"**.

D. TELE-DENTISTRY

Tele-dentistry is a virtual dental service, available twenty-four (24) hours per day, seven (7) days per week, as an alternative solution to help you monitor your dental health, especially when you and your PCD cannot be in the same physical location. Providers are available by phone and computer from anywhere to address emergency and urgent dental needs. Liberty covers tele-dentistry services to help improve access and continuity of dental care for our members. There is no difference in your dental coverage for tele-dentistry. The same benefits are available with tele-dentistry as they would be for in-person visits.

Your provider can determine through a consultation whether you have an emergency dental problem and can provide instructions on how to treat conditions. If you have a cracked or chipped tooth, soft tissue lesion (bump on your gums), small cavity, jaw pain, or similar non-emergency condition, a tele-dentistry consultation through phone or video may work. If you need urgent treatment, it must be scheduled for an onsite visit.

You can set up an appointment with your dental office, by phone or online to discuss regular dental services, dental problems, and instructions on how to treat conditions. Contact your PCD if you are experiencing dental pain or a potential dental emergency. If your PCD is not available, contract Liberty toll-free for assistance with the tele-dentistry program. If an in-person visit is required, dental emergency visits are coordinated by Liberty's Member Services, at no cost to you.

If you are experiencing a life-threatening medical emergency, immediately contact 911.

E. URGENT CARE

Urgent Care is care you need within seventy-two (72) hours, to prevent serious worsening of your dental health due to an unforeseen illness or injury for which treatment cannot be delayed.

Liberty provides coverage for urgent dental services only if the services are required to alleviate severe pain, bleeding, or if a member reasonably believes that the condition, if not diagnosed or treated, may lead to disability, dysfunction, or death.

Contact your PCD for your urgent needs during business hours or after hours. If you are out of the Liberty service area, call the Plan for referral to another contracted dentist that can treat your urgent condition.

For after-hours urgent care outside the Liberty service area, you can find a provider who can assist you with your urgent condition. Liberty will reimburse you for covered dental expenses up to a maximum of seventy-five dollars ($75) per year.

You will still be responsible for your co-payments as determined by your dental plan design. You should notify Liberty as soon as possible after you receive urgent care services, preferably within forty-eight (48) hours.

In the event that Liberty determines that your treatment was not due to an urgent dental condition, the services of any non-contracted provider will not be covered, and you will not be eligible for reimbursement.

F. EMERGENCY DENTAL CARE

- **Emergency Dental Care** is defined by California laws, to include a dental screening, examination, evaluation by general dentist or specialty dentist to determine if an emergency dental condition exists, and to provide care that would be considered within professionally recognized standards of dental care and in order to alleviate any emergency symptoms in a dental office/clinic setting and emergency room in a hospital.

  Emergency dental care is an allowable benefit, based on your Schedule of Benefits. Liberty will provide benefits for emergency dental services and will ensure the availability of a provider in the event that an on-call network provider is unavailable in a dental setting or hospital. Liberty will not cover services that are determined were not dental in nature.

  All Liberty contracted PCD offices provide availability of emergency dental services twenty-four (24) hours per day, seven (7) days per week. Liberty provides coverage for emergency dental services if, without treatment, your health may be in serious jeopardy, you may experience serious harm to bodily functions or serious dysfunction of any bodily organ or part.

Emergency care can include, but is not limited to, care for a bad injury, severe pain, or a sudden serious dental illness. If you are having a medical emergency call your primary care physician, 911 or go to the nearest emergency room.

In the event you require emergency dental care, contact your PCD to schedule an immediate appointment. For urgent or unexpected dental conditions that occur after hours or on weekends, contact your PCD for instructions on how to proceed. If your PCD is not available, or if you are out of the Liberty service area and cannot contact the Plan for assistance in locating 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) per year. You will be responsible for your co-payments as determined by your dental plan benefits.

You should tell Liberty as soon as possible after receipt of emergency dental services, preferably within forty-eight (48) hours. If it is determined that your treatment was not due to a dental emergency, the services of any non-contracted provider will not be covered, and you will not be eligible for reimbursement.

If the requirements in the section titled **"Emergency Dental Care"** are satisfied, Liberty will cover up to seventy-five dollars ($75). 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 statement of services/invoice. [You can also find a copy of the dental claim form on our website at the following:
https://www.libertydentalplan.com/Resources/Documents/ADA%20Claim%20Form.pdf]

Please ensure the statement or invoices are clearly readable and forward to Liberty with the following information:

- The subscriber's full name and identification number
- The name and identified number of the person who received the emergency dental services
- Name, address, and telephone number of the dentist that provided the emergency dental services
- A statement explaining the circumstances surrounding the emergency dental service 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 thirty (30) calendar days of Liberty's receipt of the claim that includes:

- The reason for denied services
- Reference to the applicable EOC conditions, or Liberty clinical guidelines and criteria, on which the denial is based on.
- Information on how to request reconsideration of the denial or file a grievance, and an explanation of the grievance procedures. You can also refer to the EOC section, GRIEVANCE PROCEDURES.

G. SECOND OPINION

You can request a second dental opinion, at no cost to you, for services covered under your plan, by calling the Member Services toll-free number [(888) 703-6999]/TTY: [1-877-855-8039] or by writing to: [Liberty Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110].

Your PCD can also request a second dental opinion on your behalf by submitting a standard specialty referral form with appropriate x-rays and documentation. All requests for a second dental opinion are processed by Liberty within five (5) business days of receipt of the request, or seventy-two (72) hours of receipt 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.

Upon approval, Liberty 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 can ask for a copy of Liberty's policy for second dental opinions.

H. REFERRAL TO A SPECIALITY DENTIST

In the event that you need to be seen by a specialty dentist, Liberty requires your PCD to submit a specialty referral for approval. Liberty will process the request for a standard, non-emergency, specialty referral within five (5) business days of receipt.

1. EMERGENCY REQUESTS

If you or your PCD encounter an emergency condition in which the normal timeframe for the decision making process as described above would be detrimental to your life or health, including, but not limited to, the potential loss of life, limb, or other major body function, a request for emergency referral or pre-estimate can be requested.

Liberty's response to the emergency request will not take longer than seventy-two (72) hours from the time of receipt of all information needed to make a decision.

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

2. PENDED REQUESTS

There are times when Liberty requires additional information from your PCD to process the request for a specialty referral. When additional information is needed, Liberty will send you and your PCD a letter explaining why the request for the specialty referral was pended, the additional information that is needed, and when the additional information is needed to make a decision.

Specialty referrals can stay pended for up to fourteen (14) calendar days, if the necessary information is not received Liberty will make a decision based on the documentation provided by the PCD, your dental plan benefits and the Plan's guidelines and criteria.

3. SPECIALTY DENIST VISITS

Once you complete the first visit with the specialty dentist, called a consultation, you will be provided with a treatment plan that includes the procedures recommended to treat your condition, if the services are covered or not covered, and the amount you will pay for the services.

- Your specialty dentist is required to submit a pre-estimate to Liberty, to determine coverage, benefits, medical necessity and/or appropriateness, except for emergency dental services (see the **"Emergency Dental Care"** and **"Urgent Care Services"** described above).
- You will be financially responsible for the listed copayments and deductibles for covered services. If you chose to have any services completed that were denied by Liberty based on medical necessity, or any non-covered or elective services, you will be financially responsible for the specialty dentist's usual fee.

IMPORTANT NOTE: Specialty services and treatment plans that are pre-approved by Liberty are only available with the specialty dentists who requested the services. Specialty services and treatment plans are not transferable from one specialty dentist to another specialty dentist, unless both specialty dentists agree with the proposed treatment plan.

I. AUTHORIZATION OF SERVICES

A pre-approval is not required to receive dental services from your PCD. Your PCD has the ability to make most coverage determinations. Treatment plans to determine your dental benefits are completed through comprehensive oral exams, which are covered by your plan.

Your PCD is responsible for communicating the results of the comprehensive oral exam and providing you with a treatment plan that includes your available benefits and the associated costs.

Your specialty dentist must use the process outlined above in **"Referral to Specialty Dentist"**.

You, your PCD, or specialty dentist can call Liberty's Member Services toll-free at [1-888-703-6999]/TTY: [1-877-855-8039] for information on the Plan's pre-approval of services policies or the status of a referral or pre-estimate.

If you are not satisfied with Liberty's decision to delay, modify, or deny services requested on a specialty referral and/or pre-estimate, you have the right to request reconsideration. Please reference the GRIEVANCE PROCEDURES section in this EOC for more information on how to request reconsideration.

J. CONTINUITY OF CARE

1. **Current Members:** Current Liberty members have the right to the completion of care for certain serious, recurring dental conditions with their provider who is no longer contracted with Liberty (terminated provider). Please call Liberty's Member Services at [1-888-703-6999]/TTY: [1-877-855-8039] to see if you are eligible for this benefit.

   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. You can request a copy of Liberty's Continuity of Care Policy, at no cost.

2. **New Members**: A new Liberty member has the right to the completion of care for certain specified serious, recurring dental conditions with their provider who is not contracted with Liberty (out-of-network provider). Please call Liberty's Member Services at [1-888-703-6999]/TTY: [1-877-855-8039] to see if you are eligible for this benefit.

You must make a specific request to continue under the care of your current out-of-network 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. You can request a copy of Liberty's Continuity of Care Policy, at no cost.

IV. FEES AND CHARGES – WHAT YOU PAY

A. PREMIUMS AND PREPAYMENT FEES

Premiums are due to Your QHP prior to the month of coverage. In turn, [HEALTH PLAN] must provide Premiums to Liberty to establish and continue your coverage. Premiums must be paid for the period in which services are received.

Your Premium and payment terms, including mailing address for payments, are defined by your Qualified Health Plan.

B. CHANGES TO BENEFITS AND PREMIUMS

[HEALTH PLAN] or Liberty may change the covered benefits, co-payments, and premium rates [HEALTH PLAN] or Liberty will not decrease the covered benefits or increase the premium rates during the term of the agreement without giving you notice at least sixty (60) days before the proposed change.

C. DEDUCTIBLE AND OUT-OF-POCKET ACCURAL BALANCE

California law states that as a member of Liberty, you can ask for an up-to-date total of your annual deductible and out-of-pocket maximum mailed to you for every month that you used your dental benefits until you have met the maximum for each. Typically, these mailings will be provided to you with your benefit statements.

You can ask for this information through the [Liberty mobile app], online at [www.libertydentalplan.com], by calling Member Services at, or submitting a request in writing and either mailing or faxing it to us, at any of the below.

You can also choose to opt-out if you do not want to receive these mailings. If you have already requested to stop receiving mail from Liberty, and you would like to re-enroll to start receiving mail again, please call Member Services.

- Online: [Liberty's website by visiting www.libertydentalplan.com]
- [Download our mobile app on your smartphone]
- By mail to: [Liberty Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110]
- By fax to: [(949) 270-0101]

- By telephone to: [Liberty's Member Services at (888) 703-6999]
- By TDD/TTY: [877) 855-8039]

D. OTHER CHARGES

You are responsible for the premiums and listed co-payments for covered services. You will be responsible for other charges for non-covered or optional services as described in this EOC document.

You should discuss any charges for non-covered or optional services directly with your PCD or specialty dentist. To avoid any financial misunderstandings, make sure your PCD or specialty dentist gives you a written treatment pan of all services proposed or received, whether covered or not.

If you receive services without the required and approved pre-estimate from Liberty, other than emergency or urgent care services as medically necessary, you will be responsible for full payment of the PCD's or specialty dentist's usual fee.

IMPORTANT: You will be responsible for additional fees for returned or dishonored checks, cancelled credit card payments, broken, or missed appointments. Charges are as agreed upon mutually by you and your PCD or specialty dentist as per business arrangements and disclosures made by the treating provider. Liberty does not have jurisdiction over internal office policies or business arrangements mutually agreed upon by you and your PCD or specialty dentist.

Your plan has a yearly out-of-pocket maximum. The yearly out-of-pocket maximum is the most money you have to pay for your covered services in a year. Out-of-pocket costs include co-payments, coinsurance, or deductibles for all covered medical and dental services.

Any payments for dental services accrue toward your Health Plan's medical out-of-pocket maximum for the applicable metal level plan selected. There may be other costs incurred for optional, non-covered and upgraded material services that do not apply toward out-of-pocket maximums.

To verify your out-of-pocket maximum, you can visit [HEALTH PLAN]'s website at **[HEALTH PLAN'S URL]** or call [HEALTH PLAN]'S Member Services **[HP TOLL-FREE NUMBER] (toll-free)**. After you have reached the yearly out-of-pocket maximum, Liberty will pay the rest of the cost of dental services for that year, as long as the service you receive

is a covered benefit performed by s contracted dental PCD, specialty dentist, or authorized dental provider.

E. RESPONSIBILITY FOR PAYMENT

You are responsible for payment of premiums and listed co-payments for any covered services subject to the limitations and exclusions of your plan design.

You are responsible for the PCD's or specialty dentist's usual fee in the following situations:

- Non-covered and optional services
- Services completed with a non-contracted office, PCD or specialty dentist
- Services completed prior to or without a required approved pre-estimate from Liberty
- Services completed outside of Liberty's service area, which are determined to not qualify as emergency or urgent care services. This can include routine treatment that was not completed to treat an emergency dental situation.

Emergency services are available out-of-network or without a pre-estimate in some situations, see **"Emergency Dental Care"** or "**Urgent Dental Care"** sections above.

IMPORTANT:

- Prior to providing you with non-covered services, your PCD or specialty dentist should provide you with a treatment plan that includes each recommended service and the estimated cost. If you would like more information about dental coverage options, call Liberty's Member Services at [888-703-6999]/TTY: [1-877-855-8039].
- If you elect to receive dental services that are not covered services under this plan, the PCD or specialty dentist can charge you the usual fee for those services. Prior to providing a member with dental services that are not a covered benefit, the PCD or specialty dentist should provide you with treatment plan that includes each recommended service and the estimated cost of each service. If you would like more information about dental coverage options, call Liberty's Member Services at [888-703-6999]/TTY: [1-877-855-8039] or your benefits administrator to fully understand your coverage, you should carefully review this EOC document.
- In the event a child's legal parent or guardian is court ordered to enroll a child in this dental plan, Liberty will provide benefits outlined in this EOC within the applicable requirements of the court order. Any claims payable under this EOC will be paid, at Liberty's discretion, to the child's legal parent or guardian, for any expenses paid out of pocket.

F. PROVIDER REIMBURSEMENT

Liberty provides multiple ways to pay our contracted PCDs and specialty dentists for covered services. This includes capitation, fee-for-service, and supplemental sur-payments. Payments change by geographic area, general dentist, specialty dentist and procedure code. For more information on reimbursement, you can send a written request to [Liberty Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110].

You will not be held financially responsible for any monies owed to a Liberty contracted PCD or specialty dentist. In the event that Liberty fails to pay a non-contracted provider, you will be responsible for the cost of services you received.

V. ELIGIBILITY AND ENROLLMENT

A. WHO CAN ENROLL

You and your enrolled eligible dependents must live or work in the Liberty's service area.

You can enroll:

- Dependent children up to their nineteenth (19) birthday.
- New dependent children placed with you for adoption, stepchildren, and newborns up until their nineteenth (19) birthday.

B. WHO IS ELIGIBLE FOR BENEFITS

Your dental plan is provided by your QHP and coordinated through Liberty. If Liberty receives your completed enrollment form and payment by the twentieth (20th) day of the month, you are eligible to receive care on the first day of the following month. 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 when you call the dentist for an appointment. We also suggest that you keep this EOC or the Schedule of Benefits [(Appendix 1)] with you when you go to your appointment. You can then reference benefits, co-payments, out-of-pocket costs, exclusions and limitations, as well as any non-covered treatment.

VI. COVERED SERVICES

You are covered for the following dental services and procedures when medically necessary for your dental health and in accordance with professional dental standards of practice. Covered services are subject to the limitations and exclusions described for each category and for all services.

Please see your Schedule of Benefits [Appendix 1)] for a detailed listing of specific covered services and the co-payments applicable to each, and a list of the limitations and exclusions that are applicable to all dental services covered under your Liberty dental plan.

A. DIAGNOSTIC DENTAL SERVICES

Diagnostic dental services are those that are used to diagnose your dental condition and help determine what treatment is needed. Diagnostic dental services include oral exams and x-rays.

B. PREVENTIVE DENTAL SERVICES

Preventive dental services are those that are used to maintain good dental condition or to prevent your dental condition from getting worse. Preventive services include cleanings and some periodontal services.

C. RESTORATIVE DENTAL SERVICES

Restorative dental services are those that are used to repair and restore your teeth to a healthy condition. Restorative services include fillings and crowns.

D. ENDODONTIC SERVICES

Endodontic dental services involve treatment of the pulp, canals and roots. Endodontic services include root canal procedures.

E. PERIODONTAL SERVICES

Periodontal dental services involve the treatment and management of the gums and bone supporting the teeth. Periodontal services include periodontal scaling and root planing (deep cleaning).

F. PROSTHODONTIC SERVICES

Prosthodontics dental services involve the replacement of lost teeth by an appliance and the maintenance of those appliances. Prosthodontic services include removable partial and full dentures or fixed bridge.

G. ORAL SURGERY SERVICES

Oral Surgery involve surgical procedures on your teeth, mouth, gums or jaw. Oral surgery dental services include the removal of teeth and other surgical procedures.

H. ADJUNCTIVE DENTAL SERVICES

Adjunctive dental services usually mean any treatment or service that is provided as part of another covered service. Adjunctive dental services include anesthesia (deep sleep or numbing medicine) during approved dental services, mouthguards, and other procedures.

I. ORTHODONTIC SERVICES

Orthodontic dental services involve straightening teeth and treating an improper bite of the teeth and jaws. Orthodontic dental services include braces and retainers. Orthodontic benefits are only available when medically necessary as outlined in your Schedule of Benefits.

VII. LIMITATIONS, EXCLUSIONS, EXCEPTIONS, REDUCTIONS

See your Schedule of Benefits [Appendix 1)] for limitations to covered procedures and exclusions to your plan benefits. Other exclusions are listed in your comprehensive schedule of benefits provided with this document at the beginning of your dental plan, and available upon request, at no cost.

A. GENERAL EXCLUSIONS

Liberty will not cover:

- Services you get from a PCD or specialty dentist who is not contracted with Liberty, unless you have pre-approval from Liberty, or you need emergency or urgent care outside the Liberty service area.
- Any dental procedure or service that are not medically necessary, as determined by Liberty, in accordance with professionally recognized standards of dental practice.
- Any dental procedure or services that is not specifically listed as a covered benefit under your dental plan. See your Schedule of Benefits [(Appendix 1)] for a full list of exclusions.
- Any dental procedure or service for cosmetic purposes or for conditions that are a result of hereditary developmental defects.
- Any dental procedure, service, or appliances provided by a dentist who specializes in prosthodontic services.
- Services that are ordered for you by a court, unless they are medically necessary and covered by Liberty.
- The cost of copying your dental records with your PCD or specialty dentist
- Expenses for travel, such as taxis and bus fare, to see your PCD, specialty dentist or get dental care.

- Other exclusions are listed in your comprehensive schedule of benefits provided with this document at the beginning of your plan, also available separately, upon request.

- **IMPORTANT:** If you choose to receive dental services that are not covered under this plan, a PCD or specialty dentist can charge you the usual fee for those services. Prior to completing any services that are not covered under this plan, the PCD or specialty dentist should provide you with a treatment plan that includes the recommended service to be completed and the estimated cost of each service. If you would like more information about dental coverage options, call Liberty's Member Services at [(888) 703-6999]/TTY: [1-877-855-8039] or speak with your benefits administrator. To fully understand your coverage, carefully review this EOC and your Schedule of Benefits.

B. MISSED APPOINTMENTS

Liberty strongly recommends that if you need to cancel or reschedule an appointment with your PCD or specialty dentist, that you notify the dental office as far in advance as possible, but no later than seventy-two (72) hours prior to your appointment. This will allow the PCD or specialty dentist to accommodate another person in need of attention. Dental offices can 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

This is an EPDB plan, and benefits will be terminated once the member(s) reach the age limit for coverage, nineteen (19) years old, as stated in this document.

Your Liberty dental plan coverage can be terminated by your Qualified Health Plan (QHP) coverage. If this happens, you will receive notice through your QHP at least thirty (30) calendar days before the change takes effect. Coverage for your dependents will also end, at the same time.

Your Liberty dental plan coverage, including coverage for your dependents, can also end if:

- You no longer live or work in the Liberty Service Area or if Liberty no longer offers Your dental plan.

2. Termination Due to Non-Payment of Premium

- If your QHP does not pay the premium, Liberty will send a notice to your QHP saying that the premium is overdue.

- If premiums are not paid according to your QHP's agreement, your Liberty dental plan coverage will end on midnight of the last day of the thirty (30) calendar day grace period, subject to submission of the notice requirements required by Liberty. Members are given a grace period of at least thirty (30) consecutive days, beginning on the date specified in the "Notice of Start of Grace Period".

- Coverage will continue under the Plan contract during the grace period. If premiums are not paid, coverage will end after the completion of the grace period followed by a written notice of the cancellation to the subscriber. The written notice will state the reason for the cancellation and the time period when the cancellation became effective.

3. Completion of Treatment in Progress After Termination

- If your dental plan coverage ends while the contract between you and Liberty is in effect, your PCD or specialty dentist must complete any procedure in progress that was started before your termination, abiding by the terms and conditions of the Plan.
- If your dental plan coverage ends with Liberty after the start of orthodontic treatment, you will be responsible for any charges on any remaining orthodontic treatment.

4. Termination Due to Fraud

- Fraud is not allowed by federal law. Your dental plan coverage will immediately end with Liberty, if you plan, commit, or knowingly allow someone to commit fraud or deception.

- Examples of fraud:
- You allow another person to use your identification card to complete services under this plan.
- You misrepresent yourself, or your dependents, by providing incomplete or incorrect "material" information to Liberty, or your dental provider, which would affect enrollment or for use of dental plan benefits.
- You intentionally deceive Liberty, or you misrepresent yourself or allow someone else to do so in order to get dental care services.

In cases of suspected fraud, you will receive a letter by certified mail at least thirty (30) days prior to the date of termination. The letter will include the reason for the planned termination, and your appeal rights. If you feel that enrollment will be incorrectly canceled, rescinded, or not renewed, a request for a review can be submitted to the Director of the Department of Managed Health Care. Once you have completed the appeal process, your coverage will be terminated immediately and you will receive written notice from Liberty.

5. Termination Due to Health Status

- Liberty does not terminate based on any health status. If you believe that your coverage has been terminated based on your health status or requirements for health care services, you can request a review from 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 will notify Liberty. Within fifteen (15) calendar days after receipt of such notice, Liberty will either request a hearing or reinstate the member coverage. The reinstatement will be retroactive to time of cancellation or failure to renew.

- Liberty will be responsible for the expenses incurred by the member for covered dental 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 1-888-466-2219 or TDD line at 1-877-688-9891 for the hearing and speech impaired. The Department of Managed Health Care's web site is www.dmhc.ca.gov.

B. EFFECTIVE DATE OF TERMINATION

Coverage can be ended, cancelled, or non-renewed within thirty (30) days following the date of notification of termination, except for fraud or deception as stated above, in which coverage is ended immediately upon notification.

C. DISENROLLMENT

You can disenroll at any time with at least a fourteen (14) calendar days advance notice, by contacting Covered California or Your Qualified Health Plan by phone or in writing.

Disenrollment is effective on the date specified or fourteen (14) calendar days after termination is requested, if reasonable notice is not provided.

D. RESCISSION

Rescission means that Liberty can cancel your coverage as if no coverage existed. Liberty can only rescind your coverage in the event of fraud or intentional misrepresentation of material facts. You have the right to appeal any decision to rescind your membership. Appeal procedures will be provided to you in the notice of rescission.

If you feel that enrollment will be incorrectly canceled, rescinded, or not renewed, a request for a review can be submitted to the Director of the Department of Managed Health Care. Once you have completed the appeal process, your coverage will be terminated immediately and you will receive written notice from Liberty. Except as provided by law, Liberty may not rescind your coverage after twenty-four (24) months from the date the dental coverage was issued.

IX. RENEWAL AND REINSTATEMENT OF COVERAGE

Please refer to your [HEALTH PLAN] EOC for information regarding renewal and reinstatement of coverage.

YOUR RIGHT TO SUBMIT A GRIEVANCE REGARDING CANCELLATION, RESCISSION, OR NON-RENEWAL OF YOUR PLAN ENROLLEMENT

If you believe your dental plan coverage has been, or will be, incorrectly cancelled, rescinded, or not renewed, you have the right to file a grievance with [Health Plan Name] and/or the Department of Managed Health Care.

Option (1) - Submit a grievance to Liberty

You can submit a grievance to [Health Plan Name] in any of the following ways:

- Go online to [Health Plan website] and file electronically
- Fax your written grievance to [Health Plan fax number]
- Call our Member Services at [Health Plan phone number], TTY [Health Plan TTY]
- Mail your written grievance to: [Health Plan Name and Address].

You may want to submit your grievance to [Health Plan Name] first if you believe your cancellation, rescission or nonrenewal is the result of a mistake. Grievances should be submitted as soon as possible after you receive the "Notice of Cancellation, Rescission, or Nonrenewal".

We will resolve your grievance or provide a pending status within three (3) calendar days of receipt. If you do not receive a response form [Health Plan Name] within three (3) calendar days, or if you are not satisfied in any way with the [Health Plan Name] response, you can submit a grievance to the Department of Managed Health Care as detailed under Option 2, below.

Option (2) - Submit a grievance to the Department of Managed Health Care.

You can submit a grievance directly to the Department of Managed Health Care without first submitting it to [Health Plan] or after you have received our decision on your grievance.

- You can submit a grievance to the Department of Managed Health Care online at: www.dmhc.ca.gov
- You can submit a grievance to the Department of Managed Health Care by mailing your written grievance to:

  Help Center
  Department of Managed Health Care
  980 Ninth Street, Suite 500
  Sacramento, California 95814-2725
- You can contact the Department of Managed Health Care for more information on filing at grievance at:

  Phone: 1-888-466-2219
  TDD: 1-877-688-9891
  Fax: 1-916-255-5241

X. GRIEVANCE AN APPEALS PROCEDURES

If you are dissatisfied with your PCD, specialty dentist, dental office personnel or facilities, specialty referral, pre-estimate, claim, any part of your dental care, Liberty, or [Health Plan Name] you have the right to submit a grievance. A grievance is the same as a complaint. You will not be discriminated against in any way by [Health Plan Name], Liberty, your PCD, or specialty dentist for filing a grievance.

A. FILING A GRIEVANCE

You can submit your grievance using a [Liberty] grievance form. [Liberty] does not require that you use a grievance form; we will investigate a grievance submitted in any format. Grievance forms are available at any of the following:

- From your PCD or specialty dentist office
- In this EOC document under Appendix 2 "FORMS"
- On our website at [www.libertydentalplan.com]
- Call our Member Services at [(888) 703-6999] or TTY: [(877) 855-8039]

You can submit your grievance and additional materials for consideration to any of the following:

- Online: [Liberty's website by visiting www.libertydentalplan.com]
- By mail to: [Liberty Dental Plan, Grievances and Appeals, P.O. Box 26110, Santa Ana, CA, 92799-6110]
- By fax to: [Liberty's Grievances and Appeals at (833) 250-1814]
- By telephone to: [Liberty's Member Services at (888) 703-6999]
- By TDD/TTY: [877) 855-8039]

You can use a "patient advocate" to help you file a grievance. For grievances involving minors, dependents, or members with a disability who are incapacitated, parents, guardians, conservators, relatives, or other designees with the authority to act on behalf of the member, you can submit a grievance to [Liberty]. [Liberty] will request written proof of active guardianship, when necessary.

Urgent matters can be submitted to the Department of Managed Health Care, see "Urgent Grievances and Appeals" below.

If you speak limited English, have visual or other communication issues, [Liberty] will assist you in filing a grievance. Assistance includes translation of grievance procedures, forms and [Liberty's] responses. [Liberty] also provides access to interpreters, telephone relay systems to aid disabled individuals to communicate.

You have one-hundred-eighty (180) calendar days following any incident or action that is the subject of your dissatisfaction to file a grievance with [Liberty]. [Liberty's] representatives will review the problem with you and take appropriate steps for a quick resolution. You will receive an acknowledgement letter confirming receipt of your grievance within five (5) calendar days. Standard grievances will be resolved within thirty (30) calendar days.

Grievances Exempt from Written Acknowledgement and Response: In some cases, [Liberty's] Member Services can help resolve grievances received over the telephone within twenty-four (24) hours of receipt, but no later than the close of the next business day.

Grievances resolved by Member Services, within the time frame mentioned above, do not require a written acknowledgement or response. The following categories cannot be resolved by [Liberty's] Member Services and must be addressed through the standard

grievance process: coverage disputes, appeals, experimental or investigational treatment, unsanitary office conditions or procedures, potential discrimination, and quality of completed treatment.

B. URGENT (EXPEDITED) GRIEVANCES AND APPEALS

You can request an urgent or expedited review of your grievance or appeal when you feel there could be an imminent and serious threat to your health, including, but not limited to, severe pain, potential loss of life or major bodily function. A [Liberty licensed dentist] will review your request to determine if you meet the expedited review criteria. Upon review and determination that your case does qualify for expedited review, [Liberty] will resolve your grievance or appeal within three (3) calendar days of receipt, or sooner, based on your condition.

If your situation meets the definition of urgent under the law, [Liberty's] review of your grievance or appeal will be conducted as quickly as possible. Generally, an urgent situation is one in which your health may be in serious jeopardy, or, in the opinion of your physician, you may experience severe pain that cannot be adequately controlled while you wait for a decision on the external review of your claim. If you believe your situation is urgent, you can request an expedited external review by contacting [Liberty's] Member Services at [(888) 703-6999]/TTY: [(877) 855-8039].

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**)]**/TTY:** [**1-877-855-8039**] 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 has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an 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 (**888-466-2219**) and a TDD line (**877-688-9891**) for the hearing and speech impaired. The department's internet website **www.dmhc.ca.gov** has complaint forms, IMR application forms and instructions online."

STATE OF CALIFORNIA DEPARTMENT OF MANAGED HEALTH CARE (DEPARTMENT) COMPLAINT PROCEDURE

The Department of Managed Health Care has established a toll-free number **(888-466-2219)** and a TDD line **(1-877-688-9891)** that you can utilize should you have a complaint against [Health Plan Name], Liberty, or requests for review of cancellations, rescissions and non-renewals under California laws and related rules. Except in cases of emergency dental situations as described below, you must file your grievance with [Liberty] first; if you are not satisfied with the outcome of your grievance, or you do not receive a written response within thirty (30) calendar days, you can contact the Department of Managed Health Care to file a complaint against [Liberty].

Please note: Department of Managed Health Care complaints can only be filed once you have exhausted your grievance rights with [Liberty]. However, you can immediately file a complaint with the Department of Managed Health Care without having to file a grievance to [Liberty] first in the event of an emergency dental situation.

C. YOUR RIGHT TO FILE AN APPEAL:

Appeal Resolutions and Responses: An appeal is a request by a member, a provider acting on behalf of a member, or other authorized individual, to review an action by [Liberty] that delayed, modified, or denied services, in whole or in part. The written appeal responses for services denied based on medical necessity, not a covered benefit, or another criteria, will include clear and easily understood language, the reason, criteria, and dental policies for our decision along with the applicable provision and page numbers from your EOC.

If you are not satisfied with [Liberty's] determination, you have up to one-hundred-eighty (180) calendar days from the date listed on the notice of determination to file an appeal. An appeal allows you to submit additional information that is relevant to your claim, or pre-estimate, and ask that [Liberty] review it.

You can include documents, records, or other written information with your appeal. You can also request, free of charge, copies of all documents, records and other information from [Liberty] that are relevant to your claim. [Liberty] will review the information that you submit and will reconsider your claim, or pre-estimate. As part of your appeal, you can request from [Liberty] the name of any medical expert or other individual that [Liberty] sought advice from, while reconsidering your claim or pre-estimate.

You can submit your appeal and additional materials for consideration to any of the following:

- **Online:** [Liberty's website by visiting www.libertydentalplan.com]
- **By mail**: [Liberty Dental Plan, Grievances and Appeals, P.O. Box 26110, Santa Ana, CA, 92799-6110]
- **By email:** [GandA@libertydentalplan.com]
- **By fax:** [Liberty's Grievances and Appeals at (833) 250-1814]
- **By telephone**: [Liberty's Member Services at (888) 703-6999]
- **By TDD/TTY:** [877) 855-8039]
- **In Person:** [1730 Flight Way, Ste. 125, Tustin, CA 92782]

D. MEDIATION

You can also request voluntary mediation with [Liberty] before exercising your right to submit a grievance to the Department of Managed Health Care. The use of mediation does not preclude your right to submit a grievance to the Department of Managed Health Care 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 equally shared by you and [Liberty].

E. INDEPENDENT MEDICAL REVIEW (IMR)

Cases denied by [Liberty], for covered services that are found not to be medically necessary, experimental or investigational treatment, or payment disputes for emergency services, may be eligible for the Department of Managed Health Care Independent Medical Review (IMR) program.

IMR is only available for certain medical services. An IMR form will be included with your appeal resolution letter, if your appeal was denied due to medical necessity, experimental or investigational treatment, or is a payment dispute for emergency services. You can also get a copy of the IMR form in any of the following ways:

- **Online**: [www.libertydentalplan.com], under File a Grievance or Appeal
- [In this EOC document under Appendix 2 "FORMS"]
- **By mail**: [Liberty Dental Plan, Grievances and Appeals, P.O. Box 26110, Santa Ana, CA, 92799-6110]
- **By email:** [GandA@libertydentalplan.com]
- **By fax:** [Liberty's Grievances and Appeals at (833) 250-1814]
- **By telephone**: [Liberty's Member Services at (888) 703-6999]
- **By TDD/TTY:** [877) 855-8039]
- **In Person:** [1730 Flight Way, Ste. 125, Tustin, CA 92782]

You can also request the forms from the Department of Managed Health Care. The Department of Managed Health Care can be reached at 1-888-466-2219, TDD/TTY: 1-877-688-9891 or by visiting their website at: **www.dmhc.ca.gov.** You can read more on the IMR process, under the **California Required Statement** listed on the previous page.

F. ARBITRATION

If you or one of your eligible dependents is not satisfied with the results of [Liberty's] grievance resolution process, and all the grievance resolution procedures have been exhausted, the matter can be submitted to binding arbitration for resolution. You or one of your eligible dependents can submit a grievance to the Department of Managed Health Care for review and resolution prior to any arbitration.

As a condition of your membership in [Liberty], disputes arising from or relating to your participation as a [Liberty] member, including contract or medical liability or malpractice (for example, whether any covered services rendered were unnecessary or unauthorized, or were improperly, negligently, or incompetently rendered) will be settled by binding arbitration.

Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury and instead are accepting the use of arbitration.

The arbitration will be conducted according to the commercial rules of the American Arbitration Association (AAA) in force at the time of the occurrence of the grievance (dispute or controversy) and subject California laws and related codes.

Arbitration will be conducted by a mutually acceptable arbitrator selected by the parties, or if the parties are unable to agree, by the arbitrator selection process established by AAA.

You can initiate arbitration by submitting a written request for arbitration to [Liberty].

- Mail to:
    - [Liberty Dental Plan
    - Attn: Arbitration Request
    - P.O. Box 26110
    - Santa Ana, CA 92799-6110]

The written request must include a clear statement describing the nature of the dispute, attempts to resolve the dispute with [Liberty], the relief or remedy sought, and the dollar

amount involved. The arbitration will take place in California, unless some other location is mutually agreed upon by the parties.

The arbitrator is required to follow applicable state or federal law. The arbitrator can interpret the terms of this EOC but will not have the power to change, modify, or refuse to enforce any of its terms, nor will the arbitrator have the authority to make any award that would not be available in a court of law. The arbitrator will have the power to grant all legal and equitable remedies and award compensatory damages provided by California law, except that punitive damages will not be awarded. At the conclusion of the arbitration, the arbitrator will issue a written opinion and award, setting forth findings of fact and conclusions of law. The award will be final and binding on all parties except to the extent that state or federal law provides for judicial review of arbitration proceedings.

You must pay your own attorney's fees, should you choose to have an attorney. [Liberty] will have to pay its own attorney's fees. If you cannot pay your part of the arbitrator's fees and expenses due to extreme hardship, you can ask [Liberty] in writing to assume all or a portion of your share of the fees. Upon such written notice, [Liberty] can send your request to an independent professional dispute resolution organization to make a determination as to whether [Liberty] should pay for some or all of your share of the arbitrator's fees and expenses. Such requests should be submitted to the address provided above.

Arbitration must be initiated within one (1) year of the earlier of the date the dispute arose, was discovered, or should have been discovered with reasonable diligence; otherwise, it will be deemed waived and forever barred.

XI. MISCELLANEOUS PROVISIONS

A. COORDINATION OF BENEFITS

As a Liberty member, you will always receive your benefits. Liberty does not consider your plan secondary to any other coverage you may have. You have the right to receive benefits as listed in this EOC document despite any additional coverage you may have. 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 group 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.

A. PUBLIC POLICY COMMITTEE

Liberty has a group called the Public Policy Committee. This group is made up of members, support staff and our Dental Director. The group talks about Liberty policies and is responsible for:

- Recommending ways to better serve our members
- Reviewing quality metrics to ensure member satisfaction
- Suggesting improvements to Liberty's programs
- Reviewing Liberty's financial reports

Joining this group is voluntary and you will be paid for each meeting you attend. If you would like to take part in Liberty's Public Policy Committee, please call or email us or you can complete the Public Policy Committee Application included in Appendix 2 "FORMS" and return it to Liberty, information listed below.

- Mail to:
  Liberty Dental Plan of California
  Public Policy Committee (QM Department)
  P.O. Box 26110
  Santa Ana, CA 92799-6110
- Call: (888) 703-6999 or TTY (888) 855-8039
- Fax to: (888) 334-6027
- Email to: QM@libertydentalplan.com
- Online: Go to https://www.libertydentalplan.com/Members/Member-Facing-Committee.aspx.

C. CONFIDENTAL COMMUNICATIONS

California law states that you can ask for confidential communications regarding the receipt of sensitive services. These types of services can include:

- Bills and attempts to collect payment
- A Notice of Adverse Benefit Determination(s)
- An Explanation of Benefit notice(s)
- A Plan's request for additional information regarding a claim
- A notice of a contested claim

- The name and address of a provider, description of services received, and other information related to a visit.
- Any verbal, written or electronic communications from the Plan that contain protected health information.

To request confidential communications from Liberty for any of the services listed about, please call Member Services or you can submit a request in writing by mail or fax to any of the following:

- Online: [Liberty's website by visiting www.libertydentalplan.com]
- [Download our mobile app on your smartphone]
- By mail to: [Liberty Dental Plan, P.O. Box 26110, Santa Ana, CA, 92799-6110]
- By fax to: [(949) 270-0101]
- By telephone to: [Liberty's Member Services at (888) 703-6999]
- By TDD/TTY: [877) 855-8039]

B. NOTICE OF NON-DISCRIMINATION

- Discrimination is against the law. Liberty Dental Plan (Liberty) follows State and Federal civil rights laws. Liberty does not unlawfully discriminate, exclude people, or treat them differently because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

Liberty provides:

- Free aids and services to people with disabilities to help them communicate better, such as:
  - ✓ Qualified sign language interpreters

- ✓ Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - ✓ Qualified interpreters
  - ✓ Information written in other languages

If you need these services, please contact us between Monday to Friday, 8:00 a.m. to 5:00 p.m. (PST) by calling [(888) 703-6999]. Or, if you cannot hear or speak well, please call [877) 855-8039].

HOW TO FILE A GRIEVANCE

If you believe that [Liberty] has failed to provide these services or unlawfully discriminated in another way on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, you can file a grievance with [Liberty's Civil Rights Coordinator]. You can file a grievance by phone, in writing, in person, or electronically:

- By phone: Call [Liberty's Civil Rights Coordinator], Monday through Friday, 8:00 a.m. to 5:00 p.m. (PST) by calling [888-704-9833]. Or if you cannot hear or speak well, please call [877) 855-8039].
- In writing: Fill out a complaint form or write a letter and send it to:
  Liberty Dental Plan, Civil Rights Coordinator
  P.O. Box 26110, Santa Ana, CA 92799-6110
- In person: Visit your doctor's office or [Liberty] and say you want to file a grievance.
- Electronically: Visit **[**Liberty's website at [File a Grievance or Appeal - File a Grievance or Appeal].

OFFICE OF CIVIL RIGHTS – CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

You can also file a civil rights complaint with the California Department of Health Care Services, Office of Civil Rights by phone, in writing, or electronically:

- By phone: Call **916-440-7370**. If you cannot speak or hear well, please call **711 (Telecommunications Relay Service)**.

- In writing: Fill out a complaint form or send a letter to:

Michele Villados
Deputy Director, Office of Civil Rights
Department of Health Care Services
Office of Civil Rights
P.O. Box 997413, MS 0009
Sacramento, CA 95899-7413

- Complaint forms are available at http://www.dhcs.ca.gov/Pages/Language_Access.aspx
- Electronically: Send an email to CivilRights@dhcs.ca.gov.

OFFICE OF CIVIL RIGHTS – U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

If you believe you have been discriminated against on the basis of race, color, national origin, age, disability or sex, you can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights by phone, in writing, or electronically:

- By phone: Call **1-800-368-1019.** If you cannot speak or hear well, please call **TTY/TDD 1-800-537-7697**
- In writing: Fill out a complaint form or send a letter to:
  U.S. Department of Health and Human Services
  200 Independence Avenue,
  S.W. Room 509F, HHH Building
  Washington, D.C. 20201
- Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.
- Electronically: Visit the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf.

D. MEMBER RIGHTS

As a member, you have the right to:

- Receive information about your rights and responsibilities.
- Receive information about your Plan, the services your Plan offers you, and the Health Care Providers available to care for you.
- Make recommendations regarding the Plan's member rights and responsibilities policy.
- Receive information about all health care services available to you, including a clear explanation of how to obtain them and whether the Plan may impose certain limitations on those services.
- Know the costs for your care, and whether your deductible or out-of-pocket maximum have been met.

- Choose a Health Care Provider in your Plan's network, and change to another doctor in your Plan's network if you are not satisfied.
- Receive timely and geographically accessible health care.
- Have a timely appointment with a Health Care Provider in your Plan's network, including one with a specialist.
- Have an appointment with a Health Care Provider outside of your Plan's network when your Plan cannot provide timely access to care with an in-network Health Care Provider.
- Certain accommodations for your disability, including:
    - Equal access to medical services, which includes accessible examination rooms and medical equipment at a Health Care Provider's office or facility.
    - Full and equal access, as other members of the public, to medical facilities.
    - Extra time for visits if you need it.
    - Taking your service animal into exam rooms with you.
- Purchase health insurance or determine Medi-Cal eligibility through the California Health Benefit Exchange, Covered California.
- Receive considerate and courteous care and be treated with respect and dignity.
- Receive culturally competent care, including but not limited to:
    - Trans-Inclusive Health Care, which includes all Medically Necessary services to treat gender dysphoria or intersex conditions.
    - To be addressed by your preferred name and pronoun.
- Receive from your Health Care Provider, upon request, all appropriate information regarding your health problem or medical condition, treatment plan, and any proposed appropriate or Medically Necessary treatment alternatives.
- This information includes available expected outcomes information, regardless of cost or benefit coverage, so you can make an informed decision before you receive treatment.
- Participate with your Health Care Providers in making decisions about your health care, including giving informed consent when you receive treatment. To the extent permitted by law, you also have the right to refuse treatment.
- A discussion of appropriate or Medically Necessary treatment options for your condition, regardless of cost or benefit coverage.
- Receive health care coverage even if you have a pre-existing condition.
- Receive Medically Necessary Treatment of a Mental Health or Substance Use Disorder.

- Receive certain preventive health services, including many without a co-pay, co-insurance, or deductible.
- Have no annual or lifetime dollar limits on basic health care services.
- Be notified of an unreasonable rate increase or change, as applicable.
- Protection from illegal balance billing by a Health Care Provider.
- Request from your Plan a second opinion by an Appropriately Qualified Health Care Provider.
- Expect your Plan to keep your personal health information private by following its privacy policies, and state and federal laws.
- Ask most Health Care Providers for information regarding who has received your personal health information.
- Ask your Plan or your doctor to contact you only in certain ways or at certain locations.
- Have your medical information related to sensitive services protected.
- Get a copy of your records and add your own notes. You may ask your doctor or health plan to change information about you in your medical records if it is not correct or complete. Your doctor or health plan may deny your request. If this happens, you may add a statement to your file explaining the information.
- Have an interpreter who speaks your language at all points of contact when you receive health care services.
- Have an interpreter provided at no cost to you.
- Receive written materials in your preferred language where required by law.
- Have health information provided in a usable format if you are blind, deaf, or have low vision.
- Request continuity of care if your Health Care Provider or medical group leaves your Plan or you are a new Plan member.
- Have an Advanced Health Care Directive.
- Be fully informed about your Plan's grievances procedure and understand how to use it without fear of interruption to your health care.
- File a complaint, grievance, or appeal in your preferred language about:
    - Your Plan or Health Care Provider.
    - Any care you receive, or access to care you seek.
    - Any covered service or benefit decision that your Plan makes.
    - Any improper charges or bills for care.
    - Any allegations of discrimination on the basis of gender identity or gender expression, or for improper denials, delays, or modifications of Trans-Inclusive Health Care, including Medically Necessary services to treat gender dysphoria or intersex conditions.
    - Not meeting your language needs.

- Know why your Plan denies a service or treatment.
- Contact the Department of Managed Health Care if you are having difficulty accessing health care services or have questions about your Plan.
- To ask for an Independent Medical Review if your Plan denied, modified, or delayed a health care service.

MEMBER RESPONSIBILITIES

As a member, you have the responsibility to:

- Treat all Health Care Providers, Health Care Provider staff, and Plan staff with respect and dignity.
- Share the information needed with your Plan and Health Care Providers, to the extent possible, to help you get appropriate care.
- Participate in developing mutually agreed-upon treatment goals with your Health Care Providers and follow the treatment plans and instructions to the degree possible.
- To the extent possible, keep all scheduled appointments, and call your Health Care Provider if you may be late or need to cancel.
- Refrain from submitting false, fraudulent, or misleading claims or information to your Plan or Health Care Providers.
- Notify your Plan if you have any changes to your name, address, or family members covered under your Plan.
- Timely pay any premiums, copayments, and charges for non-covered services.
- Notify your Plan as soon as reasonably possible if you are billed inappropriately.

E. 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 PCD who submits claims or encounters on your behalf.

Services provided by a specialty dentist are reported to Liberty by the specialty dentist. 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 ("**Reimbursement for Emergency Dental Services**").

F. ORGAN DONATION

- [Liberty] is required by the Department of Managed Health Care 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 can lead to

the option to do so. You can find more information about organ donation at http://donatelife.net/

- **FISCAL SEPARATION OF DECISION MAKING**
  It is Liberty's policy that all clinical review decisions made by staff and or contractors are based solely on appropriateness of care, services and the existence of coverage. Services can only be denied for medical necessity, by an appropriately licensed and qualified dentist, working within Liberty's written clinical criteria and guidelines. Individual member needs, as well as the characteristics of the local delivery system, are taken into full consideration during the review process. Liberty does not reward dental reviewers for issuing denials for coverage, care, nor do we provide incentives that would create barriers to care/services or encourage underutilization of services. Liberty's Utilization Management Department staff annually sign an attestation confirming that their review decisions are based solely on the appropriateness of care, services and existence of coverage.

XII. COMPLIANCE PLAN

A. COMPLIANCE PLAN OBJECTIVE

- Liberty is dedicated to ensuring that it complies with all applicable federal and state laws, rules, regulations and procedures, including Health Insurance Marketplace requirements, in a timely and effective manner. All Liberty board members, officers, employees, contractors, providers and members are expected to meet these various legal requirements.

  For these reasons, Liberty has developed and instituted a Corporate Compliance Plan. The Corporate Compliance Plan is designed to ensure Liberty fulfills all statutory and contractual obligations in a fair, accurate and consistent manner.

  The Corporate Compliance Plan not only addresses health care fraud, waste and abuse, but the requirements and obligations set forth by the Centers for Medicare and Medicaid (CMS), employment, whistleblower and insurance laws.

  Liberty's policies and procedures for preserving the confidentiality of medical and dental records are available upon request.

B. DEFINITIONS

- **Fraud** – includes, but is not limited to, "knowingly making or causing to be made any false or fraudulent claim for payment of a health care benefit." Fraud also includes fraud or misrepresentation by a member with respect to coverage of individuals and

fraud or deception in the use of the services or facilities of Liberty or knowingly permitting such fraud or deception by another.

- **Waste** – means the thoughtless or careless expenditure, consumption, mismanagement, use, or squandering of resources. Waste also includes incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls. Waste does not normally lead to an allegation of "fraud", but it could.
- **Abuse** – means the excessive, or improper use of something, or the use of something in a manner contrary to the natural or legal rules for its use; the intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of resources; or extravagant or excessive use so to abuse one's position or authority. "Abuse" does not necessarily lead to an allegation of "fraud", but it could.

C. POLICY

It is the policy of Liberty to review and investigate all allegations of fraud, waste, and abuse, whether internal or external, to take corrective action for any supported allegation and to report confirmed misconduct to the appropriate parties both internal and external.

D. REPORTING POSSIBLE FRAUD

[Liberty] has established a specific fraud hotline number: [(888) 704-9833]/TTY: [(877) 855-8039]. 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's Quality Management] team for full investigation.

- [Liberty's Corporate Compliance Hotline: [(888) 704-9833]/TTY [(877) 855-8039]
- [Liberty's Compliance Unit email: [compliance@libertydentalplan.com]
- [Liberty's Special Investigations Unit Hotline: [888) 704-9833]
- [Liberty's Special Investigations Unit email: [SIU@libertydentalplan.com]

The Chairman of the Committee and the Chief Compliance Officer, in conjunction with Legal Counsel, determine whether Liberty will take any additional action, which can 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

- 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.

Liberty Dental Plan of California, Inc.
[P.O. Box 26110
Santa Ana, CA 92799-6110]
[(888) 703-6999]

Appendix 1:

SCHEDULE OF BENEFITS
COVERED SERVICES

[Insert Liberty Dental Plan Family Dental HMO Schedule of Benefits]

[Your plan-specific Schedule of Benefits is provided in a separate document.]

Appendix 2:
FORMS
[G&A Form
IMR Form
Public Policy Form]

Appendix 3:
PREMIUM, PRE-PAYMENT FEES
AND CHARGES

[Your Group's Premium and various other Fees and Charges are provided to the Group sponsor]

Appendix 4:
[Insert NOTICE OF LANGUAGE ASSISTANCE SERVICES]