



## INDIVIDUAL/FAMILY EVIDENCE OF COVERAGE

### **LIBERTY Dental Plan of Florida, Inc.**

This Evidence of Coverage provides the following information:

- \* The advantages of your LIBERTY Dental Plan and how to use your benefits
- \* Eligibility requirements
- \* Enrollment procedures
- \* Reasons for Termination of Coverage
- \* Grievance Procedures
- \* Answers to your frequently asked questions

Please also refer to your Copayment Schedule and any applicable Benefit Riders which are attached to the Evidence of Coverage. The Schedule and applicable Riders detail the benefits available to you as well as Exclusions and Limitations of coverage.

This Evidence of Coverage and Copayment Schedule will provide you with the information you should know about your Dental Plan. It explains clearly how it works and the many advantages LIBERTY Dental Plan provides you.

LIBERTY Dental Plan of Florida, Inc.

Amir Neshat, D.D.S.  
President & CEO

**LIBERTY Dental Plan of Florida, Inc. provides benefits as a Prepaid Limited Health Service Organization as described in Chapter 636 of the Florida Statutes.**

## **LIBERTY Dental Plan BENEFITS ARE EASY TO USE**

Dental Benefits should be simple to use for you and your family. Our plans offer comprehensive dental coverage without claim forms, prohibitive deductibles, or restrictive annual maximums.

The difference with LIBERTY Dental Plan: good provider selection, clear communication, and, most importantly, requiring the dentists to perform to the standards of the participating contract they signed with the plan.

That is the difference in LIBERTY Dental Plan. We have open communication and provide excellent support to our panel of Plan dentists.

Our goal is to provide you with the comprehensive dental benefits you purchased. We pledge to support your choice of LIBERTY Dental Plan by giving you confidence through the excellent customer service you deserve. After all, isn't that what it is all about?

At LIBERTY Dental Plan, you get quality dental benefits at a very reasonable price.

## **THE LIBERTY Dental Plan ADVANTAGES**

- \* **No Claim Forms**
- \* **No Deductibles or Maximums**
- \* **Low Out-of-Pocket Costs**
- \* **Selection of Pre-screened Dentists & Specialists**
- \* **Multi-Lingual Provider Network**
- \* **Change Dentist Selection Any Time**
- \* **Orthodontic Coverage**
- \* **Most Pre-existing Conditions Covered**
- \* **Network Dentists Provide 24-hour Access to Emergency Care**
- \* **Toll-Free Member Assistance Lines**

The hearing and speech impaired may use the Florida Relay Service toll-free telephone numbers (800) 735-2929 (TTY) or (888) 877-5378 (TTY) to contact the department.

## **SECOND OPINION**

At no cost to you, you may request a second dental opinion, when appropriate, by directly contacting Member Services either by calling the toll-free number (877) 877-1893 or by writing to: LIBERTY Dental Plan, P.O. Box 26110, Santa Ana, CA 92799-6110. Your primary care dentist may also request a second dental opinion on your behalf by submitting a Standard Specialty or Orthodontic Referral Form with appropriate x-rays. All requests for a second dental opinion are approved by LIBERTY Dental Plan within five (5) days of receipt of such request. Upon approval, LIBERTY Dental Plan will make the appropriate second dental opinion arrangements and advise the attending dentist of your concerns. You will then be advised of the arrangement so an appointment can be scheduled. Upon request, you may obtain a copy of LIBERTY Dental Plan's policy description for a second dental opinion.

## **YOUR DENTAL PLAN**

LIBERTY Dental Plan has been providing and administering dental benefits for over twenty-five (25) years. LIBERTY Dental Plan is in the on-going process of enhancing our statewide panel of Plan dentists and specialists to accommodate the needs of our Subscribers.

Our goal is to provide Floridians with appropriate dental benefits, delivered by highly qualified dental professionals in a comfortable setting. All of LIBERTY Dental Plan's contracted private practice dentists have undergone strict credentialing procedures, background checks and office evaluations. In addition, each Plan dentist must adhere to strict contractual guidelines. All dentists are pre-screened and reviewed on a regular basis. Our Provider Relations Department conducts a quality assessment program which includes ongoing contract management to assure compliance with continuing education, accessibility for Members, appropriate diagnosis and treatment planning. In addition, we conduct random surveys of Members to evaluate their view of the dental plan overall. This includes both Primary Care Dentists (General Dentists) and Specialists.

When you join LIBERTY Dental Plan, you must choose a Primary Care Dentist. If you desire to make a change, you may do so at any time. (Please note: Your request to change dentists will not be processed if you have an outstanding balance with your current dentist.) Simply contact our Member Services Department toll-free at (877) 877-1893 or submit a change request in writing to: LIBERTY Dental Plan, P.O. Box 26110, Santa Ana, CA 92799-6110. Your requested change to a Primary Care Dentist will be in

effect on the first (1<sup>st</sup>) day of the following month if the change is received by LIBERTY Dental Plan prior to the twentieth (20<sup>th</sup>) of the current month.

All services and benefits described in this publication are covered only if provided by a contracted LIBERTY Dental Plan Primary Care Dentist or Specialist. The only time you may receive care outside the network is for emergency dental services as described herein under “Emergency Dental Care.”

### **ELIGIBILITY RULES**

You and your eligible dependents are eligible to enroll in a LIBERTY Dental Plan individual/family plan. You must live in the plan service area.

Your eligible dependents include:

1. Spouse (unless legally separated or divorced)
2. Unmarried dependent children (including adopted) who are under the age of nineteen (19)
3. Unmarried children under the age of twenty six (26), if they are a full-time student at an accredited college or university
4. Disabled children dependent upon you for support and are not able to support themselves due to physical or mental handicap. You must provide proof of disability or handicap at the time you enroll
5. New dependents such as new spouse, children placed with you for adoption, and newborns

Full-time student dependents who attend school outside the Plan’s Service Area must travel back to the Plan’s Service Area to receive covered dental services from Plan Providers. The only exception is for Emergency Dental Care.

### **ENROLLMENT APPLICATION AND DATE OF ELIGIBILITY**

All who have applied for Membership and for whom the appropriate Premium has been paid prior to the 20<sup>th</sup> day of the month shall be eligible for Benefits commencing on the 1<sup>st</sup> day of the following month. Should required enrollment form(s) and Premium be received after the 20<sup>th</sup> day, eligibility will commence on the 1<sup>st</sup> of the second following month.

### **EFFECTIVE DATE AND TERMINATION DATE**

Membership will become effective on the first day of the following month, upon receiving an enrollment form and premium. The contract term is good for 12 months from the date of coverage. A renewal notice will be sent at least forty-five days before your coverage expires.

### **TERMINATION OF A MEMBER’S COVERAGE**

Coverage for a Member will cease on the last day of the month for which Premium is paid if coverage is terminated for any of the following reasons. Except for non-payment of Premium, the Plan will give forty-five days advance written notice of coverage termination:

1. Non-payment of Premium;
2. the Member commits any action of fraud or material misrepresentation in applying for or seeking any benefits under this Contract;
3. for cause due to disruptive, unruly, abusive, unlawful, fraudulent or uncooperative behavior towards a health care provider or administrative staff that seriously impairs the Plan’s ability to provide services to the Member and/or to other Members;
4. misuse of the documents provided as evidence of benefits available pursuant to this Contract including the Member Identification Card;
5. the Member furnishes incorrect or incomplete information for the purpose of fraudulently obtaining services;
6. the Member leaves the Plan’s Service Area with the intention to relocate or establish a new residence; or
7. a covered child dependent reaches the limiting age as specified in the Contract, or if a court order, including a qualified medical child support order covering a dependent is no longer in effect.

Prior to terminating a Member for cause, the Plan will document the Member's problem and make a reasonable effort to resolve the problem, including the use or attempted use of the Plan's Grievance Procedure. We will also to the extent possible, ascertain that the Member's behavior is not related to the use of services or mental illness.

### **WHAT IF I HAVE A QUESTION ABOUT MY DENTAL PLAN**

LIBERTY Dental Plan provides toll-free telephone access to covered Members. Just call our Member Services Department if you have a question or inquiry. Our Member Service representatives will be glad to provide you information or resolve your inquiry. **Call (877) 877-1893, between the hours of 8:00 a.m. to 8:00 p.m. (EST) Monday through Friday.**

### **HOW DO I RECEIVE CARE**

You must choose a Primary Care Dentist when you enroll in the plan. You can change dentists at anytime by calling LIBERTY Dental Plan or by submitting a request for provider change in writing. A directory of Plan dentists will be sent to you upon request or you can visit [www.libertydentalplan.com](http://www.libertydentalplan.com). A change to your Primary Care Dentist must be requested before the 20<sup>th</sup> day of the month to be effective the first of the following month.

You may select any LIBERTY Dental Plan contracted provider accepting your plan. However, you may want to consider a choice convenient to your residence or work. You and your entire family must use the same dentist.

As a Member, you should be able to make an appointment to be seen for dental hygiene and routine care within three weeks of the date of your request. This is based upon available schedule times.

### **HOW TO MAKE AN APPOINTMENT**

After completing your enrollment form, you are eligible to receive care on the first of the month following LIBERTY Dental Plan's receipt of your enrollment application and premium.

Be sure to identify yourself as a Member of LIBERTY Dental Plan when you call the dentist for an appointment. We also suggest that you keep this material handy and take this information with you when you go to your appointment. You can then reference benefits and applicable co-payments which are the out-of-pocket costs associated with your plan.

### **HOW DO I FILE A CLAIM FORM**

There are no claim forms to worry about with your plan. LIBERTY Dental Plan prepays Plan Primary Care Dentists in advance for covered services (less applicable co-payments of your plan).

### **IS PRIOR BENEFIT AUTHORIZATION NECESSARY**

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

If your Primary Care Dentist encounters a situation that requires the services of a Specialist, you will receive a 25% discount off of the usual and customary fees from a LIBERTY Dental Plan contracted Specialist, where available. Treatment by a non-participating dentist or Specialist will not be covered.

### **EMERGENCY DENTAL CARE**

All affiliated LIBERTY Dental Plan Primary Care Dental offices provide availability of emergency dental care services twenty-four (24) hours per day, seven (7) days per week.

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

If after you contact your Primary Care Dentist and are advised that your Primary Care Dentist is not available, simply contact any licensed dentist to receive care. Liberty Dental will reimburse you for dental expenses up to a maximum of seventy-five dollars (\$75), less applicable co-payments.

The Plan provides coverage for emergency dental services only if the services are required to alleviate severe pain or bleeding or if an enrollee reasonably believes that the condition, if not diagnosed or treated, may lead to disability, dysfunction or death (e.g. emergency extraction when no other palliative treatment would suffice and severe gum tissue infection).

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

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

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

- The reason for the denial.
- Reference to the pertinent Evidence of Coverage provisions on which the denial is based.
- Notice of your right to request reconsideration of the denial, and an explanation of the grievance procedures. Please refer to the Grievance Procedure.

## **LIBERTY DENTAL PLAN MEMBER SERVICES DEPARTMENT**

LIBERTY Dental Plan Member Services provides toll-free customer service support Monday through Friday 8:00 a.m. to 8:00 p.m. on normal business days to assist Members with simple inquiries and resolution of dissatisfactions. The hearing and speech impaired may use the toll-free telephone numbers (800) 735-2929 (TTY) or (888) 877-5378 (TTY) to contact the department. Our toll-free number is (877) 877-1893.

## **GRIEVANCE PROCEDURE**

### **Introduction**

LIBERTY Dental Plan of Florida, Inc., (hereinafter referred to as the Plan) has a grievance and appeal procedure, which complies with applicable state and federal law (“The Grievance Procedure”). We will try to resolve any problems you may encounter over the telephone, but sometimes, additional steps are necessary. In these cases, we have a Grievance Procedure available that provides channels for you, or a provider acting on your behalf, to voice your concerns and have them reviewed and addressed at several levels within the organization.

### **Definitions**

The following terms, as used in the Grievance section, are defined as follows **Adverse Benefit Determination:** means a denial of a request for service or a failure to provide or make payment (in whole or in part) for a benefit. An Adverse Benefit Determination also includes any reduction or termination of a benefit, or any other coverage determination that availability of care or other dental care service does not meet the Plan’s requirements for dental necessity, appropriateness, dental care setting, or level of care or effectiveness. As Adverse Benefit Determination based in whole or in part on dental judgment, includes the failure to cover services because they are determined to be Experimental, Investigational, cosmetic, not dentally necessary or inappropriate. The denial of payment for services or charges (in whole or in part) pursuant to the Plan’s dental contracts with Plan Providers, where the Member is not liable for such services or charges, are not Adverse Benefit Determinations.

**Authorized Representative:** means an individual authorized by the Member or state law either verbally or in writing, to act on the Member’s behalf in requesting a dental care service, obtaining claim payment, or participating during the Grievance process. A Provider may act on behalf of a Member without the Member’s express consent when it involves an Urgent Grievance.

**Clinical Peer:** means a dental care professional in the same or similar specialty as typically manages the dental condition, procedure or treatment under review, who was neither involved in the initial Adverse Benefit Determination nor a subordinate of

such individual. A Clinical Peer may include a Plan dental director not involved in the initial Adverse Benefit Determination with the appropriate expertise.

**Complaint:** means any oral expression or dissatisfaction including dissatisfaction with the administration, claims practices or provision of services, which relates to the quality of care provided by a Provider and is submitted to the Plan or to a State agency. A Complaint is part of the informal steps of a Grievance procedure and is not part of the formal steps of a Grievance procedure, unless it is a Grievance as defined herein.

**Grievance:** means an oral or written Complaint submitted by or on behalf of a Member to the Plan or a State agency regarding the:

- a. Availability, coverage for the delivery, or quality of dental care services, including a Complaint regarding an Adverse Benefit Determination made pursuant to utilization review;
- b. Claims payment, handling, or reimbursement for dental care services; or
- c. Matters pertaining to the Contractual relationship between a Member and the Plan.

A Grievance includes both Pre-Service Grievances and Post-Service Grievances as defined herein. A Grievance does not include a written Complaint submitted by or on behalf of a Member eligible for a grievance and appeals procedure provided by the Plan pursuant to Contract with the Federal Government under Title XVIII of the Social Security Act or other government programs.

**Post-Service Grievance:** means a Grievance for which an Adverse Benefit Determination was rendered for a service that was already provided, and the Grievance was received within one (1) year after the date of occurrence of the action that initiated the Grievance, which in the case of a Grievance involving an Adverse Benefit Determination would be one (1) year from the date of the Member's receipt of the initial notice of such Adverse Benefit Determination.

**Pre-Service Grievance:** means any Grievance for which a requested service requires Prior Authorization, an Adverse Benefit Determination was rendered and the requested service was not provided and the Grievance was received within one (1) year after the date of occurrence of the action that initiated the Grievance, which in the case of a Grievance involving an Adverse Benefit Determination would be one (1) year from the date of the Member's receipt of the initial notice of such Adverse Benefit Determination.

**Relevant:** means a document, record or other information that:

- a. was relied upon in making a benefit determination;
- b. was submitted, considered or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination;
- c. demonstrates compliance with the federal requirements for safeguards designed to ensure and to verify that benefit claim determinations were made in accordance with governing plan documents and that, where appropriate, the plan provisions were applied consistently with respect to similarly situated Members; or
- d. constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Member's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

**Retrospective Review:** means a review, for coverage purposes, of dental necessity conducted after services were provided to the Member.

**Urgent Grievance:** means a Grievance for which a requested service requires Prior Authorization, or an extension of concurrent care is being requested; an Adverse Benefit Determination was rendered; the requested service has not been provided; and the application of non-urgent care Grievance time frames could seriously jeopardize: (a) the life or health of the Member; or (b) the Member's ability to regain maximum function. An Urgent Grievance is also a Grievance where application of the non-Urgent timeframes would, in the opinion of a Dentist with knowledge of the Member's dental condition, subject the Member to severe pain that could not be adequately managed without the care or treatment that is being requested.

## **Claim and Appeal Procedures**



There are three types of claims: (1) Pre-Service Claims; (2) Post-Service Claims; and (3) Claims Involving Urgent Care. It is important that Members become familiar with the types of claims that can be submitted to Liberty Dental Plan of Florida, Inc. and the time frames and other requirements that apply.

#### **A. Urgent Care Claims**

Initial Claim - An Urgent Care Claim shall be deemed to be filed on the date received by Liberty Dental Plan of Florida, Inc. We shall notify the Member of Our benefit determination (whether adverse or not) as soon as possible, taking into account the dental exigencies, but not later than 72 hours after We receive, either orally or in writing, the Urgent Care Claim, unless the Member fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the dental plan. If such information is not provided, Liberty Dental Plan of Florida, Inc. shall notify the Member as soon as possible, but not later than 24 hours after We receive the Claim, of the specific information necessary to complete the Claim. The Member shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than 48 hours, to provide the specified information. Liberty Dental Plan of Florida, Inc. shall notify the Member of Our benefit determination as soon as possible, but in no case later than 48 hours after the earlier of:

1. Liberty Dental Plan of Florida, Inc.'s receipt of the specified information; or
2. The end of the period afforded the Member to provide the specified additional information.

If the Member fails to supply the requested information within the 48-hour period, the Claim shall be denied. Liberty Dental Plan of Florida, Inc. may notify the Member of its benefit determination orally or in writing. If the notification is provided orally, a written or electronic notification shall be provided to the Member no later than 3 days after the oral notification. A Member or a provider acting on behalf of the Member, who is not satisfied with the benefit determination, may appeal an Urgent Care Claim to:

*Send in writing to LIBERTY Dental Plan  
P.O. Box 26110, Santa Ana, CA 92799-6110,*

*Or*

*LIBERTY Dental Plan's Member Services Department facsimile at:  
(888) 334-6034,*

*Or*

*Contact a LIBERTY Dental Plan Member Services Representative at:  
(877) 877-1893,*

#### **B. Pre-Service Claims**

Initial Claim - A Pre-Service Claim shall be deemed to be filed on the date received by Liberty Dental Plan of Florida, Inc. We shall notify the Member of Our benefit determination (whether adverse or not) within a reasonable period of time appropriate to the dental circumstances, but not later than 15 days after We receive the Pre-Service Claim. Liberty Dental Plan of Florida, Inc. may extend this period one time for up to 15 days, provided that Liberty Dental Plan of Florida, Inc. determines that such an extension is necessary due to matters beyond control and notifies the Member, before the expiration of the initial 15-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary because the Member failed to submit the information necessary to decide the Claim, the notice of extension shall specifically describe the required information, and the Member shall be afforded at least 45 days from receipt of the notice within which to provide the specified information

In the case of a failure by a Member to follow the Plan's procedures for filing a Pre-Service Claim, the Member shall be notified of the failure and the proper procedures to be followed in filing a Claim for benefits not later than five (5) days following such failure. The Plan's period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the Member until the date on which the Member responds to the request for additional information. If the Member fails to supply the requested information within the 45-day period, the Claim shall be denied. A Member may appeal a Pre-Service Claim as set forth in the Appeals Section.

#### **C. Post-Service Claims**

Initial Claim - A Post-Service Claim shall be deemed to be filed on the date received by Health Plan. Liberty Dental Plan of Florida, Inc. shall notify the Member of Liberty Dental Plan of Florida, Inc.'s Adverse Benefit Determination within a reasonable period of time, but not later than 30 days after the Plan receives the Post-Service Claim. The Health Plan may extend this period one time for up to 15 days, provided that Liberty Dental Plan of Florida, Inc. determines that such an extension is necessary due to matters beyond Liberty Dental Plan of Florida, Inc.'s control and notifies the Member, before the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary because the Member failed to submit the information necessary to decide the Post-Service Claim, the notice of extension shall specifically describe the required information, and the Member shall be afforded at least 45 days from receipt of the notice within which to provide the specified information. The Plan's period for making the benefit determination shall be

tolled from the date on which the notification of the extension is sent to the Member until the date on which the Member responds to the request for additional information. If the Member fails to supply the requested information within the 45-day period, the Claim shall be denied. A Member may appeal a Post-Service Claim as set forth in the Appeals Section.



## **D. Appeals**

A Member may appeal a Pre-Service Claim or a Post-Service Claim within 180 days of receiving the benefit determination. Liberty Dental Plan of Florida, Inc. shall notify the Member of Our benefit determination on review as soon as possible, taking into account the dental exigencies, but not later than 72 hours after the Plan receives the Member's request. You may submit an appeal to:

### ***LIBERTY DENTAL PLAN OF FLORIDA CONTACT INFORMATION***

*Send in writing to LIBERTY Dental Plan  
P.O. Box 26110, Santa Ana, CA 92799-6110,*

*LIBERTY Dental Plan's Member Services Department facsimile at:  
(888) 334-6034,*

*Contact a LIBERTY Dental Plan Member Services Representative at:  
(877)877-1893,*

If you are not satisfied with LIBERTY Dental Plan of Florida, Inc.'s final decision, you may contact the Florida Department of Financial Services (FDFS) in writing within 365 days of receipt of the final decision letter. You also have the right to contact FDFS at any time to inform them of an unresolved grievance.

***The Florida Department of Financial Services***  
*Office of Insurance Regulation, Division of Consumer Services*  
*200 East Gaines Street*  
*Tallahassee, Florida 32399*  
*Telephone 1-877-693-5236*

## **General Information and Procedures**

### **A Concurrent Care Claims**

Any reduction or termination by the Plan of Concurrent Care (other than by plan amendment or termination) before the end of an approved period of time or number of treatments shall constitute an Adverse Benefit Determination. LIBERTY Dental Plan of Florida, Inc. shall notify the Member of the Adverse Benefit Determination at a time sufficiently in advance of the reduction or termination to allow the Member to appeal and obtain a determination on review of the Adverse Benefit Determination before the benefit is reduced or terminated.

Any request by a Member to extend the course of treatment beyond the period of time or number of treatments that relates to an Urgent Care Claim shall be decided as soon as possible, taking into account the dental exigencies, and LIBERTY Dental Plan of Florida, Inc. shall notify the Member of the benefit determination, whether adverse or not, within 24 hours after the Plan receives the Claim, provided that any such Claim is made to the Plan at least 24 hours before the expiration of the prescribed period of time or number of treatments. Notification and appeal of any Adverse Benefit Determination concerning a request to extend the course of treatment, whether involving an Urgent Care Claim or not, shall be made in accordance with this Grievance Procedure.

### **B. Initial Claim Determination Notice**

Liberty Dental Plan of Florida, Inc. shall provide a Member with written or electronic notification of any Adverse Benefit Determination. The notification shall set forth, in a manner calculated to be understood by the Member, the following:

1. The specific reason(s) for the Adverse Benefit Determination.
2. Reference to the specific dental plan provisions on which the determination is based.
3. A description of any additional material or information necessary for the Member to perfect the claim and an explanation of why such material or information is necessary.
4. A description of LIBERTY Dental Plan of Florida, Inc.'s review procedures and the time limits applicable to such procedures, including, when applicable a statement of the Member's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), following an Adverse Benefit Determination on final review.
5. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination and that a copy shall be provided free of charge to the Member upon request.

6. If the Adverse Benefit Determination is based on whether the treatment or service is Experimental and/or Investigational or not Medically Necessary, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the dental plan to the Member's dental circumstances, or a statement that such explanation shall be provided free of charge upon request.

7. In the case of an Adverse Benefit Determination involving an Urgent Care Claim, a description of the expedited review process applicable to such Claim.

### **C. Review Procedures Upon Appeal**

LIBERTY Dental Plan of Florida, Inc.'s appeal procedures shall include the following substantive procedures and safeguards:

1. Member may submit written comments, documents, records, and other information relating to the claim.
2. Upon request and free of charge, the Member shall have reasonable access to and copies of any relevant Document.
3. The appeal shall take into account all comments, documents, records, and other information the Member submitted relating to the Claim, without regard to whether such information was submitted or considered in the initial Adverse Benefit Determination.
4. The appeal shall be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the initial Adverse Benefit Determination nor the subordinate of such individual. Such person shall not defer to the initial Adverse Benefit Determination.
5. In deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a dental judgment, including determinations with regard to whether a particular treatment, drug, or other item is Experimental and/or Investigational or not Medically Necessary, the appropriate named fiduciary shall consult with a dental care professional who has appropriate training and experience in the field of medicine involved in the dental judgment.
6. The appeal shall provide for the identification of dental or vocational experts whose advice was obtained on behalf of the Plan in connection with a Member's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the Adverse Benefit Determination.
7. The appeal shall provide that the dental care professional engaged for purposes of a consultation for an Adverse Benefit Determination, shall be an individual who is neither an individual who was consulted in connection with the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.
8. In the case of an Urgent Care Claim, there shall be an expedited review process pursuant to which:
  - a. a request for an expedited appeal of an Adverse Benefit Determination may be submitted orally or in writing by the Member; and
  - b. all necessary information, including Liberty Dental Plan of Florida, Inc.'s benefit determination on review, shall be transmitted between the Plan and the Member by telephone, facsimile, or other available similarly expeditious methods.

### **D. Appeal Notification**

LIBERTY Dental Plan of Florida, Inc. shall provide a Member with written or electronic notification of LIBERTY Dental Plan of Florida, Inc.'s benefit determination upon review.

In the case of an Adverse Benefit Determination, the notification shall set forth, in a manner calculated to be understood by the Member, all of the following, as appropriate:

1. The specific reason(s) for the Adverse Benefit Determination.
2. Reference to the specific dental plan provision on which the Adverse Benefit Determination is based.
3. A statement that the Member is entitled to receive, upon request, and free of charge, reasonable access to, and copies of any relevant Document.
4. A statement describing any voluntary appeal procedures offered by the Plan and the Member's right to obtain the information about such procedures and a statement of the Member's right to bring an action under ERISA Section 502(a) when applicable.
5. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination and that a copy shall be provided free of charge to the Member upon request.
6. If the Adverse Benefit Determination is based on whether the treatment or service is Experimental and/or Investigational or not Medically Necessary, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the dental plan to the Member's dental circumstances, or a statement that such explanation shall be provided free of charge upon request.

## **ARBITRATION**

If you or one of your eligible dependents is not satisfied with the results of LIBERTY Dental Plan's grievance resolution process, and all the grievance resolution procedures have been exhausted, the matter can be submitted to arbitration for resolution. If you, or one of your eligible dependents, believe that some conduct arising from or relating to your participation as a LIBERTY Dental Plan Member, including contract or medical liability, the matter shall be settled by arbitration. The arbitration will be conducted according to the American Arbitration Association rules and regulations in force at the time of the occurrence of the grievance (dispute or controversy).

A grievance which is arbitrated pursuant to Chapter 682, Florida Statutes, is permitted an additional time limitation not to exceed 270 days from the date the Plan is first notified of the grievance. No Member shall be denied services or benefits under the Agreement solely on the grounds that he or she filed a complaint.

## **PREMIUMS AND CHANGES TO BENEFITS AND PREMIUMS**

LIBERTY Dental Plan provides coverage for you under your Contract. . LIBERTY Dental Plan may change the covered benefits, co-payments, and premium rates from time to time. LIBERTY Dental Plan will not decrease the covered benefits or increase the premium rates during the term of your Contract without giving notice at least thirty (30) days before the proposed change.

## **MEMBER RESPONSIBILITIES**

As a Member, you have the responsibility to:

- \* Identify yourself to your selected dental office as a LIBERTY Dental Plan Member
- \* Treat the Primary Care Dentist, office staff and LIBERTY Dental Plan staff with respect and courtesy
- \* Keep scheduled appointments or contact the dental office twenty-four (24) hours in advance to cancel an appointment
- \* Cooperate with the Primary Care Dentist in following a prescribed course of treatment
- \* Make co-payments at the time of service
- \* Notify LIBERTY Dental Plan of changes in family status
- \* Be aware of and follow the organization's guidelines in seeking dental care

## **DEFINITIONS**

**Benefits and Coverage** means those dental care services available under the Contract in which a Member is enrolled.

**Contract Year** means a period of twelve (12) consecutive months as determined from the effective date of this Contract.

**Copayment** is a specific dollar amount that the Member must pay upon receipt of covered dental services. Fixed co-payment amounts are listed in the Co-payment Schedule.

**Dental Care Services** shall mean and refer to those services, procedures and operations covered under this Contract.

**Dental Facilities** means those dental centers and dental providers selected by the Plan to provide dental care services for its Members.

**Dental Records** Refers to diagnostic aid, intraoral and extra-oral radiographs, written treatment record including but not limited to progress notes, dental and periodontal chartings, treatment plans, consultation reports, or other written material relating to an individual's medical and dental history, diagnosis, condition, treatment, or evaluation.

**Dependent** includes the following individuals only if they reside or work within the Plan's Service Area:

1. The lawful spouse of the Subscriber.
2. The unmarried Dependent Child of a Subscriber, (or in the case of a newborn child, the Dependent Child of the Subscriber's covered Dependents), up to the child's nineteenth (19<sup>th</sup>) birthday, or up to the child's twenty-fourth (24<sup>th</sup>) birthday provided the dependent is a full-time student at an accredited academic institution.
3. A Dependent Child who can be certified to the Plan as incapable of self-sustaining employment by reason of mental retardation or physical handicap and is chiefly dependent upon the Subscriber for support and maintenance. Proof of such incapacity must be furnished to the Plan by the Subscriber within thirty (30) days of the request for such proof by the Plan. Recertification of such incapacity may be required by the Plan, but not more frequently than once annually.

**Emergency Dental Services** means those services in a dental office only, which are required immediately due to an injury or unforeseen condition, and which provide for the relief of pain or prevent worsening of any dental condition that would be caused by delay.

**Evidence of Coverage** means the certificate issued to the Subscriber setting forth the Plan Administration as well as the Benefits Members are entitled.

**Exclusion** is any provision of the Plan Sponsor Group Contract whereby coverage for a specified hazard or condition is entirely eliminated. Limitation is any provision other than an Exclusion that restricts coverage under the Plan Sponsor Group Contract.

**Experimental** means any evaluation, treatment, or therapy which involves the application, administration or use of procedures, techniques, equipment, supplies, products or remedies that are considered experimental by the Plan based on reports, articles or written assessments published by the American Dental Association or in other authoritative medical and scientific literature published in the United States.

**Full Time Student** means a Member who is enrolled and attends an accredited institution of higher learning in accordance with the institution's minimum requirements for full-time student status. A student is considered full-time during normally scheduled school vacations if he or she is registered to return to that or a similar institution at the end of the vacation. A Member is considered enrolled during summer or holiday vacations when school is not in session.

**Member** means any Subscriber or Dependent, who is enrolled under the Contract and is entitled to the Benefits available under the Group Contract in return for the payment required to be made to the Plan.

**Non-Covered Services** means and refers to those dental care services not described in the Co-payment Schedule for which the Plan has no financial responsibility.

**Non-Plan Provider** A dentist that has no contract to provide services for the Plan

**Plan Provider or Dentist** refers to a provider of dental services licensed by the State of Florida to render services to any Member in accordance with the provisions of the Group Contract in which a Member is enrolled. The names, locations, hours of service and other information regarding Plan Providers may be obtained by contacting the Plan or our website, [www.libertydentalplan.com](http://www.libertydentalplan.com).

**Premium** is the amount payable each month by the Plan Sponsor to obtain Benefits provider under this Group Contract.

**Primary Care Dentist** A dentist affiliated with the Plan to provide services to covered Members of the Plan. The Primary Care Dentist is responsible for providing or arranging needed dental services.

**Service Area** means the geographic area in Florida in which the Plan has contracted with a network of dental providers to provide the services detailed in this Group Contract. The Service Area is comprised of Miami-Dade, Broward and Palm Beach counties in the State of Florida and may be revised from time to time as specified in the Provider Directory.

**Specialist** refers to Endodontists, Oral Surgeons, Orthodontists, Pediatric Dentists or Periodontists.

**Subscriber** is the person whose enrollment form has been accepted by the Plan in accordance with the eligibility and enrollment requirements of this Contract and for whom the required Premium has been received by the Plan.

**The Plan** means LIBERTY Dental Plan of Florida, Inc.

## **ANSWERS TO COMMON QUESTIONS**

### **Are my cleanings covered?**

Yes. LIBERTY Dental Plan covers routine cleanings (prophylaxis) at your selected dental office once every 6 months. Some Members may require more than a “routine” cleaning due to more involved dental needs. When more frequent cleanings or extensive treatment, such as root planing or scaling are required, your dentist may charge you in accordance with your dental plan.

### **What if I have a pre-existing condition?**

Most pre-existing conditions are covered. However, a procedure started prior to your coverage effective date will not be covered by the Plan.

### **Are there waiting periods to be met?**

No. Once your enrollment become effective, simply make an appointment with your selected network dentist.

### **Does the Plan include dental specialists?**

Yes. LIBERTY Dental Plan has a contracted network of Dental Specialists. If specialty is deemed necessary by your Primary Care Dentist, you will receive a 25% discount off of the usual and customary fees from a LIBERTY Dental Plan contracted Specialist, where available. Treatment by a non-participating dentist or Specialist will not be covered.

### **What if I have other dental coverage?**

Your LIBERTY Dental Plan network Primary Care Dentist will apply your reimbursement from any additional coverage you have to your co-payment if allowable by your other dental plan carrier. This may reduce your out-of-pocket costs.

### **How will I know what my co-payment will be?**

Refer to your Co-payment Schedule which lists all of the services covered under your plan. The co-payment schedule is listed by ADA code. If you have any questions, ask your dentist before you receive services and/or call LIBERTY Dental Plan Member Services Department.

### **Who do I call if I have a question?**

Should you have questions once you become a Member, contact our Member Services Department.

## **LIBERTY Dental Plan of Florida, Inc.**

**P.O. Box 26110**

**Santa Ana, CA 92799-6110**

**(877) 877-1893**



## NEW MEMBER CONTINUATION OF CARE INFORMATION AND PRIVACY STATEMENT

Dear New LIBERTY Dental Plan Member:

If you have been receiving care from a dental care provider, you may have a right to keep your dental care provider for a designated time period. Please contact LIBERTY Dental Plan's Member Services Department at (888) 877-1893.

You must make a specific request to continue under the care of your current provider. LIBERTY Dental Plan is not required to continue your care with that provider if you are not eligible under our policy or if we cannot reach an agreement with your provider on the terms regarding your care in accordance with Florida law.

### **Privacy Statement**

We protect the privacy of our Members' health information as required by law, accreditation standards and our internal policies and procedures. This Notice explains our legal duties and your rights as well as our privacy practices.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

We collect, use and disclose information provided by and about you for health care/dental payment and operations, or when we are otherwise permitted or required by law to do so.

For Payment: We may use and disclose information about you in managing your account or benefits, and paying claims for medical/dental care you receive through your plan. For example, we maintain information about your premium and deductible payments. We may also provide information to a doctor/dentist's office to confirm your eligibility for benefits or we may ask a doctor/dentist for details about your treatment so that we may review and pay the claims for your dental care.

For Health/Dental Care Operations: We may use and disclose medical/dental information about you for our operations. For example, we may use information about you to review the quality of care and services you receive, or to evaluate a treatment plan that is being proposed for you.

We may contact you to provide information about treatment alternatives or other health-related benefits and services. For example, when you or your dependents reach a certain age, we may notify you about additional programs or products for which you may become eligible, such as individual coverage.

We may, in the case of some group health plans, share limited health information with your employer or other organizations that help pay for your Membership in the plan, in order to enroll you, or to permit the plan sponsor to perform plan administrative functions. Plan sponsors receiving this information are required, by law, to have safeguards in place to protect it from inappropriate uses.

As Permitted or Required by Law: Information about you may be used or disclosed to regulatory agencies, such as during audits, licensure or other proceedings; for administrative or judicial proceedings; to public health authorities; or to law enforcement officials, such as to comply with a court order or subpoena.

Authorization: Other uses and disclosures of protected health information will be made only with your written permission, unless otherwise permitted or required by law. You may revoke this authorization, at any time, in writing. We will then stop using your information. However, if we have already used your information based on your authorization, you cannot take back your agreement for those past situations.

### **Copies and Changes**

You have the right to receive an additional copy of this notice at any time. We reserve the right to change the terms of this notice. A revised notice will be effective for information we already have about you as well as any information we may receive in the



future. We are required by law to comply with whatever privacy notice is currently in effect. We will communicate any changes to our notice through subscriber newsletters, direct mail or our website, [www.libertydentalplan.com](http://www.libertydentalplan.com).

**Contact Information**

If you want to exercise your rights under this notice, or if you wish to communicate with us about privacy issues, or to file a complaint with us, please contact our Member Services Department at (877) 877-1893.