



LIBERTY Dental Plan of Nevada, Inc.

Individual Plan Evidence of Coverage (Including Essential Pediatric Benefit (EPB) Plans)

This Evidence of Coverage (EOC) provides You with essential information about Your individual dental plan:

- The advantages of Your LIBERTY Dental Plan and how to use Your benefits
- Eligibility requirements
- Reasons for termination of coverage, and
- Grievance procedures

A glossary of terms used in this EOC is provided at the end of this document.

This EOC only applies to Members who enroll on the dental plan LIBERTY offers to individuals and families through the Individual Health Marketplace, which is administered by NV Health Link. A qualified individual may enroll in this plan through NV Health Link. NV Health Link follows enrollment rules specified by the US Federal Government and the State of Nevada. These enrollment rules may or may not apply if you enroll in a dental care plan directly with LIBERTY Dental Plan. Full enrollment details for NV Health Link may be accessed at: <http://www.nevadahealthlink.com/>

This EOC and Your attached Benefit Schedule tell You about Your benefits, rights and duties as a LIBERTY Member. They also tell You about LIBERTY's duties to You.

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

For any questions, please contact LIBERTY Dental Plan Member Services Department (866) 609-0417, TTY: 800-735-2929. LIBERTY Dental Plan of Nevada, Inc. ("LIBERTY" or the Plan") provides toll-free customer service support Monday through Friday from 6:00 a.m. through 5:00 p.m. to assist members.

Members (also includes "Subscribers") may also log onto our internet site, www.libertydentalplan.com to view plan information, view claim status, print ID cards, search for Plan Providers, and send an e-mail notice to our Member Services Department.

If English is not Your first language, LIBERTY provides interpretation services in Your preferred language. To ask for language services call (866) 609-0417. If You have a preferred language, please notify us of Your personal language needs by calling (866) 609-0417.



**The Department of Business and Industry
State of Nevada
Division of Insurance**

**Telephone Numbers for
Consumers of Healthcare**

The State of Nevada Division of Insurance (“Division”) has established a telephone service to receive inquiries and complaints from consumers of healthcare in Nevada concerning healthcare plans.

The hours of operation of the Division are:

Monday through Friday from 8:00 a.m. until 5:00 p.m., Pacific Standard Time (PST)

The Division local telephone numbers are:

Carson City (775) 687-0700

Las Vegas (702) 486-4009

The Division also provides a toll-free number for consumers residing outside of the above areas:

(888) 872-3234

**NV Health Link
Contact Information**

**Nevada Health Link
% Silver State Health Insurance Exchange
2310 S. Carson Street, Suite 2
Carson City, NV 89701
855-7-NVLIN (855-768-5465)**

The hours of the Nevada Health Link are:

Monday through Friday from 8:00 a.m. until 5:00 p.m., Pacific Standard Time (PST)

All questions about any possible Limitation on Pre-existing Conditions should be directed to LIBERTY's Member Services Department:

Address: LIBERTY Dental Plan of Nevada, Inc.
P.O. Box 401086
Las Vegas, NV 89140

Phone: (866) 609-0417 (Monday - Friday from 6:00 a.m. until 5:00 p.m., Pacific Standard Time.



EVIDENCE OF COVERAGE

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EVIDENCE OF COVERAGE

SECTION 1. ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATE

1.1 WHO IS ELIGIBLE

To be eligible to enroll as a Subscriber, You must:

- Have applied for coverage through NV Health Link, and be considered a qualified enrollee by the Federal Exchange or applied for coverage through LIBERTY Dental Plan;
- Be a United States citizen or national or must be lawfully present in the United States;
- Not be incarcerated (in prison; does not apply if You are awaiting disposition of charges); and
- Reside or work within the plan's Service Area. Service Area is defined as the counties of Clark, Nye and Washoe.

Your Dependents are eligible if they are:

- Your legal spouse or a legal spouse for whom a court has ordered coverage;
- Your registered Domestic Partner;
- An unmarried dependent child (including an adopted child) under the limiting age of 26 years; or
- An unmarried child who is incapable of self-sustaining employment due to mental or physical handicap, chiefly dependent upon You for economic support and maintenance, and who was a Dependent enrolled under this EOC before reaching the limiting age. Proof of incapacity and dependency must be given to LIBERTY by You within thirty-one (31) days after the child reaches the limiting age.

Dependents must also reside or work within the plan's Service Area.

LIBERTY requires proof of disability or handicap upon enrollment and may require proof of continuing incapacity and dependency, not more often than once a year after the first two (2) years beyond when the child reaches the limiting age.

Evidence of any court order needed to prove eligibility must be given to LIBERTY.



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1.2 WHO IS NOT ELIGIBLE

Eligible Dependents do not include:

- A foster child;
- A child placed in Your home other than for the purpose of adoption;
- A grandchild other than:
 - A grandchild that has been adopted by the grandparents and/or has been placed in the home of the grandparents for the purposes of adoption; or
 - For the first thirty-one (31) days after birth only, a grandchild that is also the child of a Dependent as defined in Section 1.1 of this EOC.
- Any other person not defined in Section 1.1.

1.3 CHANGES IN ELIGIBILITY STATUS

For NV Health Link enrollees: It is Your responsibility to notify NV Health Link of any changes in Your eligibility status. Notice must be given within sixty (60) days of any life and/or income changes, which may affect Your eligibility status. For instructions on how to report a life change visit <https://www.nevadahealthlink.com/>

For those who enrolled directly with LIBERTY Dental Plan: It is Your responsibility to give LIBERTY written notice within thirty-one (31) days of changes that affects a Dependent's eligibility.

Life changes may include:

- Reaching the limiting age of 26;
- Death;
- Divorce;
- Marriage;
- Termination of a Domestic Partnership that qualifies for coverage under LIBERTY's Affidavit of Domestic Partnership;
- Gaining or losing a dependent;
- Having a child, adopting a child, or placing a child for adoption;
- Getting health coverage through a job or a program like Medicare or Medicaid; or
- Transferring, either through residence or work, outside the Service Area.



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Failing to give timely notice may result in termination of Your coverage, and LIBERTY reserve the right to terminate coverage retroactively.

1.4 SPECIAL ELIGIBILITY STANDARDS AND PROCESS FOR AMERICAN INDIANS

If You are a verified American Indian or Alaskan Native and have applied through NV Health Link, You may select a new plan a maximum of once every 30 days. NV Health Link will check Your tribal status against available federal data sources or a roster of tribe members from an authorized representative of Your federally recognized tribe, if provided. Proof of tribal status may be required if NV Health Link cannot verify Your status as a tribe member. As a result of changing plans, any out-of-pocket maximum balances will be reset under the new plan.

1.5 ENROLLMENT

Enrollment is the process of completing enrollment documents on the behalf of You and any eligible Dependent, being accepted into LIBERTY's plan, and submitting timely payment for the plan premiums.

LIBERTY can deny membership to or revoke membership of any person who:

- Violates or has violated any provision of this LIBERTY EOC;
- Misrepresents or fails to disclose a material fact which would affect coverage under this Plan;
- Fails to follow LIBERTY rules; or
- Fails to make a premium payment.

1.6 ENROLLMENT THROUGH NV HEALTH LINK

You must enroll in this dental plan through NV Health Link in accordance with enrollment rules specified by the Federal Government and the State of Nevada. Certain provisions of the enrollment rules and procedures of NV Health Link are included in this EOC; however, for full details visit NV Health Link at: <http://www.nevadahealthlink.com>. Enrollment applications can be submitted to NV Health Link through the web portal, over the phone with the NV Health Link Customer Contact Center.

Eligibility for Advanced Payment of the Premium Tax Credit

Under this dental plan, Members who are under the age of 19 are eligible to use the Essential Pediatric Dental Benefits and may be eligible to receive Advance Payments of the Premium Tax Credit (APTC). These are monthly payments the Federal government pays on Your behalf directly to LIBERTY, which can reduce the monthly amount You would pay for these Members.



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You are generally eligible for the APTC if You or Your Dependents:

- Enroll in this dental plan through NV Health Link;
- Expect to have a household income below 400% of the Federal Poverty Level (FPL) during the plan year;
- Are not eligible for Medicare Part A, Medicaid or other minimum essential coverage; and
- Attest that, for the plan year:
 - You will file an income tax return;
 - You will file a joint tax return (only applies if You are married);
 - No other taxpayer will be able to claim You as a tax dependent; and
 - You will claim a personal exemption deduction on Your tax return for the members of Your family, including You and Your spouse.

NV Health Link will automatically calculate the amount of APTC You should receive. Additionally, the IRS will release guidance on how to calculate the amount of the APTC when You reconcile Your taxes at the end of the year.

Data Inconsistency Resolution

If NV Health Link receives inconsistent information at the time a Member enrolls into this plan, NV Health Link will:

- Make a reasonable effort to identify and address the causes of such inconsistency, including through typographical or other clerical errors;
- Provide You with a period of 30 days from the date of notice to either present satisfactory documentary evidence to support Your application, or to resolve the inconsistency; and
- If, after the 30-day period, NV Health Link does not receive satisfactory documentary evidence, NV Health Link will notify You of the denial of eligibility.

NV Health Link will determine eligibility and notify You directly of their determination. If You disagree with the eligibility determination, You may appeal the decision. For instructions on how to file an appeal through NV Health Link use the following link: <http://www.nevadahealthlink.com>.



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1.7 EFFECTIVE DATE OF COVERAGE

If you enrolled through NV Health Link, coverage is based on a Calendar Year, and Your effective date of coverage will be determined by NV Health Link depending on when You complete the enrollment process.

- **Annual open enrollment period.** Your plan has an annual open enrollment period, which takes place before the next year of coverage. During the annual open enrollment period, You may renew Your coverage, select a new plan, or add any eligible Members. The annual open enrollment period takes place on November 1 and ends December 15th. To receive a January 1st Effective Date, You must have successfully selected a plan, and submitted Your application by the end of the open enrollment period. Your coverage will then become active once premium is received by LIBERTY before January 15th.

Dependents eligible at the time of Your initial enrollment but not previously enrolled may be added to Your coverage only during an open enrollment period.

You may add Dependents to Your coverage later only when a circumstance qualifies Your family for a special enrollment period.

- **Special enrollment period.** Special enrollment periods are available throughout the year, after Open Enrollment ends, when You encounter a life change that results in a triggering event. Depending on the circumstance, You may become newly eligible for another plan, ineligible for Your current plan, or become entitled to add or delete coverage for a member of Your household.

You may have up to 60 days from the date of the triggering life event to complete a plan selection. “Plan selection” includes selecting a plan and providing the required documentation, if applicable, to NV Health Link. Certain life events may result in the redetermination of Your eligibility that varies from what was determined during open enrollment. A list of the events that can trigger a special enrollment period, and the related effective dates of coverage are available through NV Health Link (contact information is provided on page 2 of this EOC). Your coverage will become active once premium is received by LIBERTY before Your Effective Date.

If you enroll directly with LIBERTY, and we receive Your completed dental application and Your initial binder payment by the 15th day of the effective month, You may receive care on the day You are considered eligible by LIBERTY. You may add Dependents to Your coverage later only when a circumstance qualifies Your family for a special enrollment period.

You may renew Your coverage or add any eligible Members upon renewal.



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1.8 RIGHT TO DENY MEMBERSHIP

LIBERTY can deny or terminate membership for any person who:

- Violates or has violated any provision of this LIBERTY EOC;
- Misrepresents or fails to disclose a material fact which would affect coverage under this plan; or
- Fails to follow LIBERTY rules.

1.9 PAYMENT OF PREMIUMS

To keep Your coverage, You must pay all applicable premiums directly to LIBERTY when due. Premiums must be received by LIBERTY by the 1st of each month You are insured by LIBERTY. If You have questions about the amount, method and frequency of premium payments, You should contact LIBERTY.

Premium payments can be made online by visiting <http://www.libertydentalplan.com/ExchangePayment/Nevada>.

Checks are to be made payable to LIBERTY Dental Plan of Nevada, Inc. and mailed to:

LIBERTY Dental Plan of Nevada, Inc.
Mailstop: 87240014
P.O. Box 660535
Dallas, TX 75266-0535

1.10 REFUNDS

All premiums must be paid when due, within the applicable grace period or payment deadline, and are non-refundable. The only exceptions are when You cancel coverage before the Effective Date, or when coverage is terminated by You or NV Health Link. All refundable payments will be processed the next month following cancelation or termination.

1.8 RENEWAL

Coverage under this dental plan is renewable, subject to all the terms and conditions of this EOC. LIBERTY may change the Plan benefits and applicable premiums with at least 60 days written notice to the Subscriber. Plans purchased through NV Health Link are subject to the renewal terms of NV Health Link as stated in their enrollment materials or posted on their website.



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SECTION 2. TERMINATION

2.1 TERMINATION BY LIBERTY

LIBERTY may terminate Your coverage under this plan for one or more of the following reasons:

- Failure to maintain eligibility requirements as set forth in Section 1.
- Non-payment. Payment is due on the first day of each month that You are insured by LIBERTY. LIBERTY will provide You with a notice of delinquent payments if timely payment is not made. Coverage will be terminated on the last day of the month for which premium payment was received in full when the following grace periods have been exhausted:
 - After a 90-day grace period is exhausted for an individual eligible to receive APTC.
 - After a 31-day grace period is exhausted for individuals not eligible to receive APTC.
- Upon sixty (60) days' written notice, if You or Your dependents allow Your LIBERTY ID card to be used by any other person or if You or Your dependents use another person's card. You will be liable to LIBERTY for all costs incurred as a result of the misuse of the LIBERTY ID card.
- If any enrollment information given to LIBERTY or NV Health Link by You is fraudulent or contains intentional misrepresentations of fact, LIBERTY has the right to declare the coverage under the plan null and void as of the original Effective Date of coverage if the discovery is made within two (2) years of the document being received by LIBERTY.
- When You or Your Dependents move Your primary residence outside of the Service Area and/or no longer have a place of work within the Service Area. You must notify LIBERTY and NV Health Link within thirty-one (31) days of the change. LIBERTY will request proof of the change of residence and/or place of work.

2.2 TERMINATION BY THE SUBSCRIBER

You have the right to terminate Your coverage under the plan by providing notice to NV Health Link or directly to LIBERTY. Termination notice must be reported to LIBERTY by NV Health Link or by You for termination to take place.

2.3 REINSTATEMENT

Any coverage which has been terminated by LIBERTY, may be reinstated by LIBERTY at its sole discretion. Coverage purchased through NV Health Link may have additional terms and conditions involving reinstatement.



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2.4 TERMINATION BY NV HEALTH LINK

During the course of the benefit plan year, NV Health Link may terminate Your coverage for the following events:

- Voluntary Termination – You provide notice to NV Health Link that You would like to terminate coverage.
- Loss of Eligibility – You are no longer eligible for coverage through NV Health Link;
- Non-payment – You fail to pay premiums by the appropriate deadlines or when the applicable grace periods have been exhausted:
 - For an individual eligible to receive APTC, the 90-day grace period provided by NV Health Link has been exhausted; and
 - For individuals not eligible to receive APTC, the 31-day grace period has been exhausted;
- Rescission – Your coverage is rescinded by LIBERTY;
- Withdrawal of Product or Decertification – The plan is withdrawn by LIBERTY and terminates or is decertified by NV Health Link; or
- You change from one plan to another during an annual open enrollment period or special enrollment period.

In the case of voluntary termination, the last day of coverage is:

- The termination date specified by You, if reasonable notice is given to NV Health Link or LIBERTY. Reasonable notice is defined as at least fourteen days before the requested effective date of termination.
- If You do not provide reasonable notice, the termination date will be the 14th day after the termination was requested.
- On a date determined by LIBERTY, if LIBERTY is able to complete the termination in fewer than fourteen days and You request an earlier termination effective date.
- The day before You begin Medicare, Medicare or CHIP coverage.

In the case of termination for non-payment coverage ends:

- For individuals who are eligible for the APTC, on the last day of the first month of the 3-month grace period.



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- For individuals who are not eligible for the APTC, on the last day of the month for which premium payment was received in full.

In the case of termination due to You changing from one Plan to another during an annual open enrollment period or special enrollment period, the last day of coverage in the plan is the day before the Effective Date of coverage in Your new plan.

2.5 EFFECT OF TERMINATION

No benefits will be paid under this plan by LIBERTY for services provided after termination of Your or Your Dependent's coverage. You will be responsible for payment of all cost of services and supplies incurred after the termination of this plan.

In some cases, a procedure that began during coverage, and for which payment was made by LIBERTY or You, may be completed by the treating provider after the date of termination. This is not available if You were terminated due to fraud or not following the rules of the LIBERTY dental plan.



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SECTION 3. USING THIS PLAN

LIBERTY offers You the freedom to use any of our contracted Plan Providers for routine services. Each member of a family may choose a different contracted Plan Provider for their dental needs. Services from an out-of-network provider are not covered unless it is for an Emergency. A list of Plan Providers is available through the Plan and online at www.libertydentalplan.com.

By using a Plan Provider, Your costs will be limited to the costs identified in the Benefits Schedule, and are due at the time of the visit to the dental office. There are no claim forms to submit.

To receive in-network benefits for care provided by a Specialist, Your Plan Provider must initiate the referral process with LIBERTY. LIBERTY will then refer You to a Specialist who is a participating Specialty Provider for approved Specialty services.

3.1 REFERRAL TO A SPECIALIST

If You need to be seen by a Specialist, LIBERTY Dental Plan requires prior benefit authorization. Your Plan Provider is responsible for obtaining authorization for You to receive Specialty Care.

The pre-authorization submission will be processed within five (5) business days of receipt, unless urgent. Requests for urgent or emergency services will be processed within 72 hours.

If Your specialty referral preauthorization is denied or You are dissatisfied with the preauthorization, You have the right to file a grievance. See EOC section, GRIEVANCE PROCEDURES below.

If Your Plan Provider has difficulty locating a Specialist in Your area, contact LIBERTY Member Services for assistance in locating a Specialist.



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SECTION 4. COVERED SERVICES

4.1 BENEFITS AVAILABLE

The benefits available under this dental plan are subject to the Exclusions in this EOC and in the Benefits Schedule and must be obtained from Plan Providers and Specialists contracted with LIBERTY.

Only dental services and supplies that meet LIBERTY's definition of Dentally Necessary and are identified as covered benefits on the Benefits Schedule will be considered Covered Services and will be available to Members. The Benefit Schedule shows a list Copayments by procedure code and the exclusions and limitations for Covered Services.

A list of Plan Providers accepting new patients is available online at www.libertydentalplan.com. The Benefit Schedule identifies the member copayments that are to be paid to Plan Providers at the time of service.

4.2 CLAIM PAYMENTS

Plan Providers will submit a claim to LIBERTY for the cost of services rendered to Members. Plan Providers have contractually agreed to accept a set amount of payments, plus any applicable Copayment from the Member as payment in full. You may be liable for other charges. See Liability for Payment for details.

Under this EOC, no payments will be made by LIBERTY for claims submitted twelve (12) months after the date Covered Services were provided. This also applies to additions or corrections to a claim that was previously submitted to LIBERTY.

To contest the denial of a claim, please refer to the Grievance procedures described in this EOC.

4.3 LIABILITY FOR PAYMENT

You are responsible for the monthly payment of premiums and for copayments associated with any covered services subject to the limitations and exclusions of Your plan.

You may be responsible for charges for non-covered or optional services as described in this EOC or Benefit Schedule. If You receive services that are not covered by this plan, You will be responsible for the dentist's usual fee. You should discuss any charges for non-covered or optional services directly with Your Provider before treatment begins.

IMPORTANT: Before You receive any non-covered services, Your contracted dentist should provide You a treatment plan that includes each anticipated service and the estimated cost. To avoid any financial misunderstandings, You may ask for a written disclosure of all services proposed or received, whether covered or not.



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Unless pre-approved by LIBERTY, You are responsible for all charges of services You receive from a non-contracted dentist or facility. If a pre-authorization was required and You did not have the treatment pre-authorized, You are responsible for the provider's usual fee. Emergency services may be available out-of-network or without pre-authorization in some situations (see Emergency Dental Care section below).

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

In no event are You ever responsible for any sums LIBERTY owes to a contracted Provider for costs incurred for covered services or supplies.

4.4 EMERGENCY SERVICES

In the event You require emergency dental care, contact Your Plan Provider to schedule an immediate appointment. For urgent or unexpected dental conditions that occur after-hours or on weekends, contact Your Plan Provider for instructions on how to proceed.

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

Covered emergency dental service and care includes a dental screening, examination, evaluation by a dentist or dental specialist to determine if an emergency dental condition exists, and care that meets professionally recognized standards of care to alleviate any emergency symptoms in a dental office. You should return to Your primary care Plan Provider for any necessary continuing care following the emergency services received.

In the event of an emergency outside of LIBERTY's service, the Member should contact LIBERTY at (866) 609-0417. LIBERTY will direct You to an available Plan Provider if possible. If no Plan Providers are available within a fifty (50) mile radius of Your place of work or residence, You can seek treatment from an out-of-network provider. In such an event, LIBERTY will reimburse You for the cost of qualified emergency services received from an out-of-network provider up to a maximum of seventy-five dollars (\$75), less any applicable Member Copayments.



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4.5 SECOND OPINIONS

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 (866) 609-0417 or by writing to: LIBERTY Dental Plan of Nevada, P.O. Box 401086, Las Vegas, NV 89140. Your Plan Provider may also request a second dental opinion on Your behalf by submitting a Standard Specialty or Orthodontic Referral form with appropriate X-rays. All requests for a standard second dental opinion are reviewed for approval by LIBERTY within five (5) days or receipt of such request, or 72 hours of receipt for cases involving 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 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's policy description for a second dental opinion.



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SECTION 5. PEDIATRIC BENEFITS, EXCLUSIONS AND LIMITATIONS

5.1 PEDIATRIC BENEFITS

The following is a list of Essential Pediatric Benefits covered by this dental plan. For a list of Copayments that apply, please refer to the Benefits Schedule.

Diagnostic Services

- D0120 Periodic oral evaluation
- D0140 Limited oral evaluation
- D0145 Oral evaluation under age 3
- D0150 Comprehensive oral evaluation
- D0160 Oral evaluation, problem focused
- D0170 Re-evaluation, limited, problem focused
- D0171 Re-evaluation, post-operative office visit
- D0210 Intraoral, complete series of radiographic images
- D0220 Intraoral, periapical, first radiographic image
- D0230 Intraoral, periapical, each add 'l' radiographic image
- D0240 Intraoral, occlusal radiographic image
- D0270 Bitewing, single radiographic image
- D0272 Bitewings, two radiographic images
- D0273 Bitewings, three radiographic images
- D0274 Bitewings, four radiographic images
- D0277 Vertical bitewings, 7 to 8 radiographic images
- D0322 Tomographic survey
- D0330 Panoramic radiographic image
- D0340 2D cephalometric radiographic image, measurement and analysis
- D0350 2D oral/facial photographic image, intra-orally/extra-orally
- D0351 3D photographic image
- D0415 Collection of microorganisms for culture
- D0416 Viral culture
- D0460 Pulp vitality tests
- D0470 Diagnostic casts
- D0486 Accession of transepithelial cytologic sample, prep, written report
- D0502 Other oral pathology procedures, by report
- D0601 Caries risk assessment and documentation, low risk
- D0602 Caries risk assessment and documentation, moderate risk
- D0603 Caries risk assessment and documentation, high risk

Preventive Services

- D1110 Prophylaxis, adult
- D1120 Prophylaxis, child
- D1206 Topical application of fluoride varnish
- D1208 Topical application of fluoride, excluding varnish



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D1310 Nutritional counseling for control of dental disease
D1330 Oral hygiene instruction
D1351 Sealant, per tooth
D1352 Preventive resin restoration, permanent tooth
D1353 Sealant repair, per tooth
D1510 Space maintainer, fixed, unilateral, per quadrant
D1516 Space maintainer, fixed, bilateral, maxillary
D1517 Space maintainer, fixed, bilateral, mandibular
D1520 Space maintainer, removable, unilateral, per quadrant
D1526 Space maintainer, removable, bilateral, maxillary
D1527 Space maintainer, removable, bilateral, mandibular
D1551 Re-cement or re-bond bilateral space maintainer, maxillary
D1552 Re-cement or re-bond bilateral space maintainer, mandibular
D1553 Re-cement or re-bond unilateral space maintainer, mandibular
D1556 Removal of fixed unilateral space maintainer, per quadrant
D1557 Removal of fixed unilateral space maintainer, maxillary
D1558 Removal of fixed unilateral space maintainer, mandibular
D1575 Distal shoe space maintainer, fixed, per quadrant

Basic Restorative Services

D2140 Amalgam, one surface, primary or permanent
D2150 Amalgam, two surfaces, primary or permanent
D2160 Amalgam, three surfaces, primary or permanent
D2161 Amalgam, four or more surfaces, primary or permanent
D2330 Resin-based composite, one surface, anterior
D2331 Resin-based composite, two surfaces, anterior
D2332 Resin-based composite, three surfaces, anterior
D2335 Resin-based composite, four or more surfaces, involving incisal angle
D2390 Resin-based composite crown, anterior
D2391 Resin-based composite, one surface, posterior
D2392 Resin-based composite, two surfaces, posterior
D2393 Resin-based composite, three surfaces, posterior
D2394 Resin-based composite, four or more surfaces, posterior

Major Restorative Services

D2712 Crown, $\frac{3}{4}$ resin-based composite (indirect)
D2721 Crown, resin with predominantly base metal
D2740 Crown, porcelain/ceramic
D2751 Crown, porcelain fused to predominantly base metal
D2781 Crown, $\frac{3}{4}$ cast predominantly base metal
D2791 Crown, full cast predominantly base metal
D2910 Re-cement or re-bond inlay, onlay, veneer, or partial coverage



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- D2915 Re-cement or re-bond indirectly fabricated/prefabricated post & core
- D2920 Re-cement or re-bond crown
- D2930 Prefabricated stainless steel crown, primary tooth
- D2931 Prefabricated stainless steel crown, permanent tooth
- D2932 Prefabricated resin crown
- D2933 Prefabricated stainless steel crown with resin window
- D2940 Protective restoration
- D2950 Core buildup, including any pins when required
- D2951 Pin retention, per tooth, in addition to restoration
- D2952 Post and core in addition to crown, indirectly fabricated
- D2953 Each additional indirectly fabricated post, same tooth
- D2954 Prefabricated post and core in addition to crown
- D2955 Post removal
- D2957 Each additional prefabricated post, same tooth
- D2960 Labial veneer (resin laminate), chairside
- D2961 Labial veneer (resin laminate), laboratory
- D2962 Labial veneer (porcelain laminate), laboratory
- D2975 Coping
- D2980 Crown repair necessitated by restorative material failure

Endodontic Services

- D3110 Pulp cap, direct (excluding final restoration)
- D3120 Pulp cap, indirect (excluding final restoration)
- D3220 Therapeutic pulpotomy (excluding final restoration)
- D3222 Partial pulpotomy, apexogenesis, permanent tooth, incomplete root
- D3230 Pulpal therapy, anterior, primary tooth (excluding final restoration)
- D3240 Pulpal therapy, posterior, primary tooth (excluding final restoration)
- D3310 Endodontic therapy, anterior tooth (excluding final restoration)
- D3320 Endodontic therapy, premolar tooth (excluding final restoration)
- D3330 Endodontic therapy, molar tooth (excluding final restoration)
- D3331 Treatment of root canal obstruction; non-surgical access
- D3332 Incomplete endodontic therapy; inoperable, unrestorable, fractured tooth
- D3351 Apexification/recalcification, initial visit
- D3352 Apexification/recalcification, interim medication replacement
- D3353 Apexification/recalcification, final visit
- D3410 Apicoectomy, anterior
- D3421 Apicoectomy, premolar (first root)
- D3425 Apicoectomy, molar (first root)
- D3426 Apicoectomy, (each additional root)
- D3427 Periradicular surgery without apicoectomy
- D3430 Retrograde filling, per root
- D3450 Root amputation, per root



EVIDENCE OF COVERAGE

- D3460 Endodontic endosseous implant
- D3920 Hemisection, not including root canal therapy
- D3950 Canal preparation and fitting of preformed dowel or post

Periodontal Services

- D4210 Gingivectomy or gingivoplasty, four or more teeth per quadrant
- D4211 Gingivectomy or gingivoplasty, one to three teeth per quadrant
- D4230 Anatomical crown exposure, four or more teeth per quadrant
- D4231 Anatomical crown exposure, one to three teeth per quadrant
- D4240 Gingival flap procedure, four or more teeth per quadrant
- D4241 Gingival flap procedure, one to three teeth per quadrant
- D4249 Clinical crown lengthening, hard tissue
- D4260 Osseous surgery, four or more teeth per quadrant
- D4261 Osseous surgery, one to three teeth per quadrant
- D4263 Bone replacement graft, retained natural tooth, first site, quadrant
- D4264 Bone replacement graft, retained natural tooth, each additional site
- D4265 Biologic materials to aid in soft and osseous tissue regeneration
- D4266 Guided tissue regeneration, resorbable barrier, per site
- D4267 Guided tissue regeneration, non-resorbable barrier, per site
- D4270 Pedicle soft tissue graft procedure
- D4273 Autogenous connective tissue graft procedure, first tooth
- D4274 Mesial/distal wedge procedure, single tooth
- D4277 Free soft tissue graft, first tooth
- D4278 Free soft tissue graft, each additional tooth
- D4320 Provisional splinting, intracoronal
- D4321 Provisional splinting, extracoronal
- D4341 Periodontal scaling and root planing, four or more teeth per quadrant
- D4342 Periodontal scaling and root planing, one to three teeth per quadrant
- D4346 Scaling in presence of moderate or severe inflammation, full mouth after evaluation
- D4355 Full mouth debridement
- D4381 Localized delivery of antimicrobial agent/per tooth
- D4910 Periodontal maintenance

Removable Prosthodontic Services

- D5110 Complete denture, maxillary
- D5120 Complete denture, mandibular
- D5130 Immediate denture, maxillary
- D5140 Immediate denture, mandibular
- D5211 Maxillary partial denture, resin base
- D5212 Mandibular partial denture, resin base
- D5213 Maxillary partial denture, cast metal, resin base
- D5214 Mandibular partial denture, cast metal, resin base



EVIDENCE OF COVERAGE

- D5282 Removable unilateral partial denture, one piece cast metal, maxillary
- D5283 Removable unilateral partial denture, one piece cast metal, mandibular
- D5410 Adjust complete denture, maxillary
- D5411 Adjust complete denture, mandibular
- D5421 Adjust partial denture, maxillary
- D5422 Adjust partial denture, mandibular
- D5511 Repair broken complete denture base, mandibular
- D5512 Repair broken complete denture base, maxillary
- D5520 Replace missing or broken teeth, complete denture
- D5611 Repair resin partial denture base, mandibular
- D5612 Repair resin partial denture base, maxillary
- D5621 Repair cast partial framework, mandibular
- D5622 Repair cast partial framework, maxillary
- D5630 Repair or replace broken retentive clasping, per tooth
- D5640 Replace broken teeth, per tooth
- D5650 Add tooth to existing partial denture
- D5660 Add clasp to existing partial denture, per tooth
- D5670 Replace all teeth & acrylic on cast metal frame, maxillary
- D5671 Replace all teeth & acrylic on cast metal frame, mandibular
- D5730 Reline complete maxillary denture, chairside
- D5731 Reline complete mandibular denture, chairside
- D5740 Reline maxillary partial denture, chairside
- D5741 Reline mandibular partial denture, chairside
- D5750 Reline complete maxillary denture, laboratory
- D5751 Reline complete mandibular denture, laboratory
- D5760 Reline maxillary partial denture, laboratory
- D5761 Reline mandibular partial denture, laboratory
- D5820 Interim partial denture, maxillary
- D5821 Interim partial denture, mandibular
- D5850 Tissue conditioning, maxillary
- D5851 Tissue conditioning, mandibular
- D5862 Precision attachment, by report

Fixed Prosthodontic Services

- D6930 Re-cement or re-bond fixed partial denture

Oral & Maxillofacial Services

- D7111 Extraction, coronal remnants, primary tooth
- D7140 Extraction, erupted tooth or exposed root
- D7210 Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth
- D7220 Removal of impacted tooth, soft tissue
- D7230 Removal of impacted tooth, partially bony



EVIDENCE OF COVERAGE

- D7240 Removal of impacted tooth, completely bony
- D7241 Removal impacted tooth, complete bony, complication
- D7250 Removal of residual tooth roots (cutting procedure)
- D7260 Oroantral fistula closure
- D7261 Primary closure of a sinus perforation
- D7270 Tooth reimplantation and/or stabilization, accident
- D7280 Exposure of an unerupted tooth
- D7283 Placement, device to facilitate eruption, impaction
- D7285 Incisional biopsy of oral tissue, hard (bone, tooth)
- D7286 Incisional biopsy of oral tissue, soft
- D7287 Exfoliative cytological sample collection
- D7288 Brush biopsy, transepithelial sample collection
- D7290 Surgical repositioning of teeth
- D7291 Transseptal fiberotomy/supra crestal fiberotomy, by report
- D7292 Placement of temporary anchorage device [screw retained plate] requiring flap
- D7293 Placement of temporary anchorage device requiring flap; includes device removal
- D7294 Placement of temporary anchorage device without flap; includes device removal
- D7310 Alveoloplasty with extractions, four or more teeth per quadrant
- D7311 Alveoloplasty with extractions, one to three teeth per quadrant
- D7320 Alveoloplasty, w/o extractions, four or more teeth per quadrant
- D7321 Alveoloplasty, w/o extractions, one to three teeth per quadrant
- D7410 Excision of benign lesion, up to 1.25 cm
- D7411 Excision of benign lesion, greater than 1.25 cm
- D7412 Excision of benign lesion, complicated
- D7440 Excision of malignant tumor, up to 1.25 cm
- D7441 Excision of malignant tumor, greater than 1.25 cm
- D7450 Removal, benign odontogenic cyst/tumor, up to 1.25 cm
- D7451 Removal, benign odontogenic cyst/tumor, greater than 1.25 cm
- D7460 Removal, benign nonodontogenic cyst/tumor, up to 1.25 cm
- D7461 Removal, benign nonodontogenic cyst/tumor, greater than 1.25 cm
- D7465 Destruction of lesion(s) by physical or chemical method, by report
- D7472 Removal of torus palatinus
- D7473 Removal of torus mandibularis
- D7490 Radical resection of maxilla or mandible
- D7510 Incision & drainage of abscess, intraoral soft tissue
- D7511 Incision & drainage of abscess, intraoral soft tissue, complicated
- D7520 Incision & drainage of abscess, extraoral soft tissue
- D7521 Incision & drainage of abscess, extraoral soft tissue, complicated
- D7530 Remove foreign body, mucosa, skin, tissue
- D7540 Removal of reaction producing foreign bodies, musculoskeletal system
- D7550 Partial ostectomy/sequestrectomy for removal of non-vital bone
- D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body
- D7610 Maxilla, open reduction (teeth immobilized, if present)



EVIDENCE OF COVERAGE

- D7620 Maxilla, closed reduction (teeth immobilized, if present)
- D7630 Mandible, open reduction (teeth immobilized, if present)
- D7640 Mandible, closed reduction (teeth immobilized, if present)
- D7650 Malar and/or zygomatic arch, open reduction
- D7660 Malar and/or zygomatic arch, closed reduction
- D7670 Alveolus, closed reduction, may include stabilization of teeth
- D7671 Alveolus, open reduction, may include stabilization of teeth
- D7680 Facial bones, complicated reduction with fixation, multiple surgical approaches
- D7710 Maxilla, open reduction
- D7720 Maxilla, closed reduction
- D7730 Mandible, open reduction
- D7740 Mandible, closed reduction
- D7750 Malar and/or zygomatic arch, open reduction
- D7760 Malar and/or zygomatic arch, closed reduction
- D7770 Alveolus, open reduction stabilization of teeth
- D7771 Alveolus, closed reduction stabilization of teeth
- D7780 Facial bones, complicated reduction with fixation and multiple approaches
- D7910 Suture of recent small wounds up to 5 cm
- D7911 Complicated suture, up to 5 cm
- D7912 Complicated suture, greater than 5 cm
- D7940 Osteoplasty, for orthognathic deformities
- D7941 Osteotomy, mandibular rami
- D7943 Osteotomy, mandibular rami with bone graft; includes obtaining the graft
- D7944 Osteotomy, segmented or subapical
- D7945 Osteotomy, body of mandible
- D7946 LeFort I (maxilla, total)
- D7947 LeFort I (maxilla, segmented)
- D7948 LeFort II or LeFort III, without bone graft
- D7949 LeFort II or LeFort III, with bone graft
- D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach
- D7953 Bone replacement graft for ridge preservation, per site
- D7955 Repair of maxillofacial soft and/or hard tissue defect
- D7960 Frenulectomy (frenectomy or frenotomy), separate procedure
- D7963 Frenuloplasty
- D7970 Excision of hyperplastic tissue, per arch
- D7971 Excision of pericoronal gingiva
- D7980 Surgical sialolithotomy
- D7981 Excision of salivary gland, by report
- D7982 Sialodochoplasty
- D7983 Closure of salivary fistula
- D7990 Emergency tracheotomy
- D7991 Coronoidectomy
- D7996 Implant-mandible for augmentation purposes, by report



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D7998 Intraoral placement of a fixation device not in conjunction with a fracture

Medically Necessary Orthodontic Services

For Essential Pediatric Dental benefits, orthodontic treatment is a benefit of this dental plan ONLY when the Member's orthodontic needs meet medically necessary requirements as determined by a verified score of 26 or higher (or other qualifying conditions) on HLD Index analysis. All treatment must be authorized by the Plan prior to banding.

D8080 Comprehensive orthodontic treatment of the adolescent dentition

D8090 Comprehensive orthodontic treatment of the adult dentition

D8660 Pre-orthodontic treatment examination to monitor growth and development

D8670 Periodic orthodontic treatment visit

D8680 Orthodontic retention (removal of appliances, construction and placement of retainer(s))

D8690 Orthodontic treatment (alternative billing to a contract fee)

D8698 Re-cement or re-bond fixed retainer, maxillary

D8699 Re-cement or re-bond fixed retainer, mandibular

D8701 Repair of fixed retainer, includes reattachment, maxillary

D8702 Repair of fixed retainer, includes reattachment, mandibular

Adjunctive General Services

D9110 Palliative (emergency) treatment, minor procedure

D9120 Fixed partial denture sectioning

D9210 Local anesthesia not in conjunction, operative or surgical procedures

D9212 Trigeminal division block anesthesia

D9215 Local anesthesia in conjunction with operative or surgical procedures

D9219 Evaluation for moderate sedation, deep sedation or general anesthesia

D9222 Deep sedation/general anesthesia, first 15-minute increment

D9223 Deep sedation/general anesthesia, each subsequent 15-minute increment

D9230 Inhalation of nitrous oxide/analgesia, anxiolysis

D9239 Intravenous moderate (conscious) sedation/analgesia, first 15-minute increment

D9243 Intravenous moderate (conscious) sedation/analgesia, each subsequent 15-minute increment

D9248 Non-intravenous (conscious) sedation, includes non-IV minimal and moderate sedation

D9310 Consultation, other than requesting dentist

D9410 House/extended care facility call

D9420 Hospital or ambulatory surgical center call

D9430 Office visit, observation, regular hours, no other services

D9440 Office visit, after regularly scheduled hours

D9610 Therapeutic parenteral drug, single administration

D9612 Therapeutic parenteral drugs, two or more administrations, different meds.

D9630 Drugs or medicaments dispensed in the office for home use

D9930 Treatment of complications, post-surgical, unusual, by report

D9932 Cleaning and inspection of removable complete denture, maxillary



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- D9933 Cleaning and inspection of removable complete denture, mandibular
- D9934 Cleaning and inspection of removable partial denture, maxillary
- D9935 Cleaning and inspection of removable partial denture, mandibular
- D9942 Repair and/or reline of occlusal guard
- D9944 Occlusal guard, hard appliance, full arch
- D9945 Occlusal guard, soft appliance, full arch
- D9946 Occlusal guard, hard appliance, partial arch
- D9950 Occlusion analysis, mounted case
- D9951 Occlusal adjustment, limited
- D9952 Occlusal adjustment, complete



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5.2 EXCLUSIONS

In addition to items identified as NOT COVERED in the Benefits Schedule, this section tells You what services or supplies are excluded from coverage under this plan.

- Any procedure not specifically listed as a Covered Benefit on the Benefit Schedule.
- Replacement of lost or stolen prosthetics or appliances including partial dentures, full dentures, and orthodontic appliances.
- Treatment started prior to Effective Date or after Termination Date of coverage.
- Services for cosmetic purposes or for conditions that are a result of hereditary developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth, and teeth that are discolored or lacking enamel.
- Procedures which are determined not to be dentally necessary in accordance with professionally recognized standards of dental practice.
- Procedures performed on natural teeth solely to increase vertical dimension or restore occlusion.
- Any service performed outside of a contracted LIBERTY dental office, unless expressly authorized by LIBERTY, or unless as outlined and covered in the “Emergency Dental Care” section of the Evidence of Coverage.
- The removal of asymptomatic, un-erupted third molars (or other teeth) that appear to have an unimpeded pathway to eruption and no active pathology.
- Procedures or appliances that are provided by a dentist who specializes in prosthodontic services.
- Services for restoring tooth structure due to lost from wear (including abrasion, erosion, attrition, or fabrication); for rebuilding occlusion or maintaining chewing surfaces for teeth that are out of alignment; and for stabilizing teeth. Examples of such treatment are equilibration and periodontal splinting.
- Any dental services provided in an inpatient/outpatient hospital setting that is routinely performed by a dentist or dental specialist.
- Consultations for non-covered services.
- Procedures, appliances, or restorations to treat congenital or developmental situations (including supernumerary teeth) or medically induced dental disorders, including, but not limited to, myofunctional treatment (e.g., speech therapy) or myoskeletal dysfunctions, unless otherwise covered as an orthodontic benefit.



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5.3 LIMITATIONS

The following limitations are also identified in the Benefits Schedule; this section tells You when LIBERTY's duty to provide or arrange for services is limited.

- Periodic, comprehensive or periodontal oral evaluations are limited to two (2) per plan year.
- Complete series of x-rays (full mouth x-rays) is limited to one (1) per eleven (11) month period.
- Panoramic Image is limited to one (1) per three (3) plan years.
- Occlusal radiographic image is limited to two (2) per 12-month period.
- Bitewings, single, two (2), three (3), four (4), and vertical (7 to 8) radiographic images are limited to one (1) per six (6) month period for members nineteen (19) and older.
- Bitewings, single, two (2), and four (4) radiographic images are limited to one (1) per six (6) month period for children through age eighteen (18).
- Prophylaxis or scaling in the presence of inflammation procedures are limited to two (2) per plan year.
- Fluoride treatments are limited to two (2) per plan year.
- Sealants are covered only on the first and second permanent molars, limited to one (1) per tooth per lifetime for children through age eighteen (18).
- Sealant repairs are covered only on the first and second permanent molars, limited to one (1) per tooth per lifetime for children through age eighteen (18).
- Space maintainers are limited to two (2) per twelve (12) month period, limited to four (4) units per lifetime for children through age eighteen (18).
- Fillings are limited to one (1) per tooth per surface per twelve (12) month period. If replacement restoration is less than twelve (12) months old and performed by same dental office or provider, it is not chargeable to the plan or member.
- Resin-based composite crowns are limited to one (1) per twelve (12) month period.
- Crowns, inlays, onlays, or fixed partial dentures (bridgework), per unit, are limited to one (1) per permanent tooth per sixty (60) month period.
- Prefabricated stainless steel crowns, primary teeth are limited to one (1) per tooth per thirty-six (36) month period, permanent teeth is limited to one (1) per tooth in a lifetime.



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- Labial veneers limited to one (1) per permanent tooth when medically necessary for children through age eighteen (18) and limited to one (1) per permanent tooth per five (5) year period for members nineteen (19) and older.
- Periodontal scaling & root planing is limited to one (1) per site or quadrant per twelve (12) month period.
- Periodontal maintenance and scaling in presence of moderate or severe inflammation, full mouth after evaluation are limited to two (2) (D1110, D1120, D4346, D4910) per plan year, and includes prophylaxis.
- Other surgical periodontal procedures (D4210-D4285) limited to one (1) surgical procedure per quadrant per sixty (60) month period

Full mouth debridement is covered one (1) per twenty-four (24) month period for members nineteen (19) and older.

- Full Dentures and/or partial dentures are limited to one (1) per arch per sixty (60) month period. Members must meet medical necessity as determined by a dentist.
- Removable partial dentures are limited to one (1) per sixty (60) month period. Members must meet medical necessity as determined by a dentist.
- Denture and/or partial denture adjustments are limited to one (1) per arch per six (6) month period for children through age eighteen (18), one (1) per arch per twelve (12) month period for adults.
- Denture and/or partial relines are limited to one (1) per arch per six (6) month period.
- Partial interim dentures are limited to one (1) per arch per sixty (60) month period. Member must meet medical necessity as determined by a dentist.
- Pontics, retainer inlays, onlays, and crowns, associated with a fixed bridge, are limited to one (1) per permanent tooth per five (5) year period for members nineteen (19) and older. Member must meet medical necessity as determined by a dentist.
- Orthodontic treatment is a benefit for children through age eighteen (18) only when the patient's orthodontic needs meet medically necessary requirements as determined by a verified score of 26 or higher (or other qualifying conditions) on the HLD Index analysis. All treatment must be prior authorized by the Plan prior to banding.
- Deep sedation/general anesthesia is a plan benefit only in conjunction with covered oral surgery procedures and covered pediatric procedures.



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- Procedures that appear to have a poor prognosis as determined by a licensed LIBERTY dental consultant are not covered.



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SECTION 6. GENERAL PROVISIONS

6.1 RELATIONSHIP OF PARTIES

The relationship between LIBERTY and Plan Providers is an independent contractor relationship. Plan Providers and LIBERTY have not created any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship. Plan Providers are not agents or employees of LIBERTY, nor is LIBERTY or any employee of LIBERTY an employee or agent of a Plan Provider. LIBERTY does not have any right, power, or authority to act or create an obligation, express or implied, on behalf of Plan Provider in any manner whatsoever. Moreover, Plan Providers do not have any right, power, or authority to act or create an obligation, express or implied, on behalf of LIBERTY in any manner whatsoever. Therefore, LIBERTY is not bound by statements or promises made by Plan Providers or their employees.

Plan Providers assume responsibility for their own actions and the actions of their employees. LIBERTY is not liable for any claims, actions, judgments, damages, lawsuits, costs, expenses, or demands arising of, or in any manner related to, incident or event on any Plan Provider's premises or Plan Provider's act or omission, including, but not limited to, standard of care, harassment, injury, fraud, conversion, or other tort.

6.2 ENTIRE AGREEMENT

This EOC along with the applicable application constitute the entire agreement between the Subscriber and LIBERTY, and as of its Effective Date, replaces all other agreements between the parties.

6.3 CONTESTABILITY

Any and all statements made to LIBERTY by any Subscriber or Dependent, in the absence of fraud, are considered representations and not warranties. Also, no statement, unless it is contained in a written application for coverage, shall be used in defense to a claim under this agreement.

6.4 AUTHORITY TO CHANGE THE FORM OR CONTENT OF EOC

No agent or employee of LIBERTY is authorized to change the agreement or waive any of its provisions. Such changes can be made only through an amendment authorized and signed by an officer of LIBERTY.

6.5 IDENTIFICATION CARD

Cards issued by LIBERTY to Members are for identification only. Possession of the LIBERTY identification card does not give right to services or other benefits under this Plan.



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To be entitled to such services or benefits, the holder of the card must in fact be a Member and all applicable premiums actually have been paid. Any person not entitled to receive services or other benefits will be liable for the actual cost of such services or benefits.

6.6 NOTICE

Any notice under this Plan may be given by United States mail, first class, postage paid, addressed as follows:

LIBERTY Dental Plan of Nevada, Inc.
P.O. Box 401086
Las Vegas, NV 89140

Notice to a Member will be sent to the Member's last known address.

6.7 ASSIGNMENT

This EOC, the coverage, and any benefits under this Plan are not assignable by any Member without the written consent of LIBERTY.

6.8 MODIFICATIONS

This EOC is subject to amendment, modification, and termination by LIBERTY with at least sixty (60) days written notice to the Subscriber prior to the effective date of the amendment or modification.

By electing dental coverage with LIBERTY or accepting benefits under this Plan, all Members legally capable of contracting and the legal representatives of all Members incapable of contracting, agree to all terms and provisions.

6.9 CLERICAL ERROR

Clerical error in keeping any record pertaining to the coverage will not invalidate coverage in force or continue coverage terminated.

6.10 POLICIES AND PROCEDURES

LIBERTY may adopt reasonable policies, procedures, rules, and Interpretations to promote the orderly and efficient administration of this EOC with which Members shall comply. These policies and procedures are maintained by LIBERTY at its offices. Such policies and procedures may have bearing on whether dental service and/or supply are covered. These policies include claims payment policies and practices, periodic financial disclosures, data on rating practices, information on cost-sharing and payments for out-of-network coverage, and information on enrollee rights under Title I of the Affordable Care Act. LIBERTY will make these policies available in an accurate and timely manner to Members upon request.



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6.11 OVERPAYMENTS

LIBERTY has the right to collect payments for healthcare services made in error. Dentists, Specialists, and other providers have the responsibility to return any overpayments or incorrect payments to LIBERTY. LIBERTY has the right to offset any overpayment against any future payments. In some cases, LIBERTY may have the right to seek reimbursement of overpayments from You as a covered Member.

6.12 RELEASE OF RECORDS

Each Member authorizes their providers to permit the examination and copying of the Member's medical records, as requested by LIBERTY.

6.13 GENDER REFERENCES

Whenever a masculine pronoun is used in this EOC, it also includes the feminine pronoun.

6.14 AVAILABILITY OF PROVIDERS

LIBERTY does not guarantee the continued availability of any Plan Provider. LIBERTY's network of Plan Providers is subject to change with or without notice.

6.15 GOVERNING LAW

Except as preempted by federal law, this EOC is governed in accordance with Nevada law and any provision that is required to be in this EOC by state or federal law shall bind Members and LIBERTY whether or not this is set forth in this Agreement.

6.16 NO WAIVER

LIBERTY's failure to enforce any provision of this EOC will not constitute waiver of that or any other provision or impair LIBERTY's right thereafter to require a Member's strict performance of any provision.



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SECTION 7. APPEALS AND GRIEVANCES

The LIBERTY Appeals Procedures are available to You in the event You are dissatisfied with some aspect of the Plan administration, You wish to appeal an Adverse Benefit Determination or there is another concern You wish to bring to LIBERTY's attention. This procedure does not apply to any problem of misunderstanding or misinformation that can be promptly resolved by the Plan supplying the Member with the appropriate information.

Concerns about dental services are best handled at the service site level before being brought to LIBERTY. If a Member contacts LIBERTY regarding an issue related to the dental service site and has not attempted to work with the site staff, the Member may be directed to that site to try to solve the problem there, if the issue is not a Claim for Benefits.

LIBERTY processes complaints and grievances in the same manner. LIBERTY processes appeals separately and in accordance with all applicable regulatory requirements.

Please see the Glossary terms for a description of the terms used in this section.

The following Appeals Procedures will be followed if the dental service site matter cannot be resolved at the site or if the concern involves the Adverse Benefit Determination of a Claim for Benefits.

- **Informal Review:** An Adverse Benefit Determination or other complaint/concern which is directed to the LIBERTY Member Services Department via phone or in person. If an Informal Review is resolved to the satisfaction of the Member, the matter ends. **The Informal Review is voluntary.**
- **1st Level Formal Appeal:** An appeal of an Adverse Benefit Determination filed either orally or in writing which LIBERTY's Customer Response and Resolution Department investigates. If a 1st Level Formal Appeal is resolved to the satisfaction of the Member, the appeal is closed. The 1st Level Formal Appeal is **mandatory** if the Member is not satisfied with the initial determination and the Member wishes to appeal such determination.
- **Additional Formal Appeal:** If a 1st Level Formal Appeal is not resolved to the Member's satisfaction, the Member may then file subsequent appeals. Subsequent appeals must be submitted in writing and are reviewed by the Dental Advisory Committee. Subsequent appeals are **voluntary** for all Adverse Benefit Determinations.
- **Dental Advisory Committee (DAC):** A committee of three (3) or more individuals, which may include a Dental Consultant or Dental Director when necessary to evaluate clinical issues.
- **Member Services Representative:** An employee of LIBERTY that is assigned to assist the Member or the Member's authorized representative in filing a grievance with LIBERTY or appealing an Adverse Benefit Determination.



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- **Grievance Analyst:** An employee of LIBERTY whose primary duty is to research and process Member's complaint, grievance or appeal.

7.1 INFORMAL REVIEW

A Member who has received an Adverse Benefit Determination of a Claim for Benefits may request an Informal Review. All Informal Reviews must be made to LIBERTY's Member Services Department within sixty (60) days of the Adverse Benefit Determination. Informal Reviews not filed in a timely manner will be deemed waived. The Informal Review is a voluntary level of appeal.

Upon the initiation of an Informal Review, a Member must provide Member Services with at least the following information:

- The Member's name (or name of Member and Member's Authorized Representative), address, and telephone number;
- The Member's LIBERTY membership number and Group name; and
- A brief statement of the nature of the matter, the reason(s) for the appeal, and why the Member feels that the Adverse Benefit Determination was wrong.

The Member Services Representative will inform the Member that upon review and investigation of the relevant information, LIBERTY will make a determination of the Informal Review. The determination will be made as soon as reasonably possible but will not exceed thirty (30) days unless more time is required for fact-finding. If the determination of the Informal Review is not acceptable to the Member and the Member wishes to pursue the matter further, the Member may file a 1st Level Formal Appeal.

7.2 FIRST LEVEL FORMAL APPEAL

When an Informal Review is not resolved in a manner that is satisfactory to the Member or when the Member chooses not to file an Informal Review and the Member wishes to pursue the matter further, the Member must file a 1st Level Formal Appeal. The 1st Level Formal Appeal must be submitted in writing to LIBERTY's Grievance and Appeals Department within one hundred eighty (180) days of an Adverse Benefit Determination. 1st Level Formal Appeals not filed in a timely manner will be deemed waived with respect to the Adverse Benefit Determination to which they relate.

The 1st Level Formal Appeal shall contain at least the following information:

- The Member's name (or name of Member and Member's Authorized Representative), address, and telephone number;
- The Member's LIBERTY membership number and Group name; and
- A brief statement of the nature of the matter, the reason(s) for the appeal, and why the Member feels that the Adverse Benefit Determination was wrong.



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Additionally, the Member may submit any supporting medical/dental records, Dentist's letters or other information that explains why LIBERTY should approve the Claim for Benefits. The Member can request the assistance of a Member Services Representative at any time during this process.

The 1st Level Formal Appeals should be sent or faxed to the following:

Address: LIBERTY Dental Plan of Nevada, Inc.
Quality Management Department
Attn: Grievance and Appeals
P.O. Box 401086
Las Vegas, NV 89140
Fax: (949) 270-0109

LIBERTY will investigate the appeal. When the investigation is complete, the Member will be informed in writing of the resolution within thirty (30) days of receipt of the request for the 1st Level Formal Appeal. This period may be extended one (1) time by LIBERTY for up to fifteen (15) days, provided that the extension is necessary due to matters beyond the control of LIBERTY and LIBERTY notifies the Member prior to the expiration of the initial thirty (30) day period of the circumstances requiring the extension and the date by which LIBERTY expects to render a decision. If the extension is necessary due to a failure of the Member 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 forty-five (45) days from receipt of the notice to provide the information.

1st Level Formal Appeals will be decided by a Dental Advisory Committee.

If the 1st Level Formal Appeal upholds an Adverse Benefit Determination, the Member will be informed in writing of the following:

- The specific reason or reasons for upholding the Adverse Benefit Determination;
- Reference to the specific Plan provisions on which the determination is based;
- A statement that the Member is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Member's Claim for Benefits used by LIBERTY in the processing of a grievance or appeal;
- A statement describing any voluntary appeal procedures offered by LIBERTY and the Member's right to receive additional information describing such procedures;
- A statement that any internal rule, guideline, protocol or other similar criteria that was relied on in making the determination is available free of charge upon the Member's request; and



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- If the Adverse Benefit Determination is based on Medical Necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment or a statement that such explanation will be provided free of charge.

Limited extensions may be required if additional information is required in order for LIBERTY to reach a resolution.

If the resolution to the 1st Level Formal Appeal is not acceptable to the Member and the Member wishes to pursue the matter further, the Member is entitled to file a subsequent Formal Appeal. The Member will be informed of this right at the time the Member is informed of the resolution of his 1st Level Formal Appeal.

7.3 EXPEDITED APPEAL

The Member can ask (either orally or in writing) for an Expedited Appeal of an Adverse Benefit Determination for a Pre-Service Claim that the Member or his Dentist believe that the health of the Member could be seriously harmed by waiting for a routine appeal decision. Expedited Appeals are not available for appeals regarding denied claims for benefit payment (Post-Service Claim). Expedited Appeals must be decided no later than seventy-two (72) hours after receipt of the appeal, provided all necessary information has been submitted to LIBERTY. If the initial notification was oral, LIBERTY shall provide a written or electronic explanation to the Member within three (3) days of the oral notification.

If insufficient information is received, LIBERTY shall notify the Member as soon as possible, but no later than twenty-four (24) hours after receipt of the claim of the specific information necessary to complete the claim. The Member will be afforded a reasonable amount of time, taking into account the circumstances, but not less than forty-eight (48) hours, to provide the specified information. LIBERTY shall notify the Member of the benefit determination as soon as possible, but in no case later than forty-eight (48) hours after the earlier of:

- LIBERTY's receipt of the specified information, or
- The end of the period afforded the Member to provide the specified information.

If the Member's Dentist requests an Expedited Appeal, or supports a Member's request for an Expedited Appeal, and indicates that waiting for a routine appeal could seriously harm the health of the Member or subject the Member to unmanageable severe pain that cannot be adequately managed without care or treatment that is the subject of the Claim for Benefits, LIBERTY will automatically grant an Expedited Appeal.

If a request for an Expedited Appeal is submitted without support of the Member's Dentist, LIBERTY shall decide whether the Member's health requires an Expedited Appeal. If an Expedited Appeal is not granted, LIBERTY will provide a decision within thirty (30) days, subject to the routine appeals process for Pre-Service Claims.



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7.4 SUBSEQUENT APPEALS

When a 1st Level Formal Appeal is not resolved in a manner that is satisfactory to the Member, the Member may initiate a subsequent Formal Appeal. This appeal must be submitted in writing within thirty (30) days after the Member has been informed of the resolution of the 1st Level Formal Appeal.

Exhaustion of the 1st Level Formal Appeal procedure is a precondition to filing a subsequent Formal Appeal. A subsequent Formal Appeal not filed in a timely manner will be deemed waived with respect to the Adverse Benefit Determination to which it relates. The subsequent Formal Appeal is voluntary for all Pre-Service and Post-Service Claims for Benefits.

The Member shall be entitled to the same reasonable access to copies of documents used in the processing of the previous grievance or appeal as referenced above under the 1st Level Formal Appeal.

The Member can request the assistance of a Member Services Representative at any time during this process.

Upon request a Member is entitled to attend and provide a formal presentation of their Appeal. If such a hearing is requested LIBERTY shall make every reasonable effort to schedule one at a time mutually convenient to the parties involved. Hearings may be in person or telephonic as deemed appropriate by the LIBERTY Dental Director. LIBERTY will provide reasonable accommodation to the Member in scheduling the hearing. Repeated refusal on the part of the Member to cooperate in the scheduling of the formal presentation shall relieve LIBERTY of the responsibility of hearing a formal presentation, but not of reviewing the Appeal. If a formal presentation is held, the Member will be permitted to provide documents to the Dental Advisory Committee and to have assistance in presenting the matter to the Dental Advisory Committee, including representation by counsel. However, LIBERTY must be notified at least five (5) business days before the date of the scheduled formal presentation of the Member's intent to be represented by counsel and/or to have others present during the formal presentation. Additionally, the Member must provide LIBERTY with copies of all documents the Member may use at the formal presentation (5) business days before the date of the scheduled formal presentation.

Upon LIBERTY's receipt of the written request, the request will be forwarded to the Dental Advisory Committee along with all available documentation relating to the appeal.

The Dental Advisory Committee shall:

- consider the Appeal;
- schedule and conduct a formal presentation if applicable;
- obtain additional information from the Member and/or staff as it deems appropriate; and
- make a decision and communicate its decision to the Member within thirty (30) days following LIBERTY's receipt of the request for a subsequent Formal Appeal.



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If the resolution of the Appeal upholds the Adverse Benefit Determination, the Member will be informed in writing of the following:

- The specific reason or reasons for upholding the Adverse Benefit Determination;
- Reference to the specific Plan provisions on which the benefit determination is based;
- A statement describing additional voluntary levels of appeal available if any;
- For Member's whose coverage is subject to ERISA, a statement of the Member's right to bring a civil action under ERISA Section 502(a) following an Adverse Benefit Determination, if applicable.

Limited extensions may be required if additional information is required or a formal presentation is requested and the Member agrees to the extension of time.

7.5 APPEALS REGARDING NV HEALTH LINK OR MARKETPLACE DECISION

If a member is dissatisfied with a decision made by NV Health Link, an appeal may be filed directly through NV Health Link. For instructions on how to file an appeal through NV Health Link by visiting <https://www.nevadahealthlink.com/>.



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SECTION 8. REPORTING FRAUD, WASTE, & ABUSE:

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 Compliance Plan is designed to ensure LIBERTY fulfills all statutory and contractual obligations in a fair, accurate and consistent manner.

The 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.

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 Subscriber or 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.

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.

Initial Identification:

LIBERTY has established several options, which allow for confidential reporting of violations to LIBERTY’S Compliance Department & LIBERTY’S Special Investigations Unit. LIBERTY offers the following internal mechanisms:

LIBERTY’S Corporate Compliance Hotline: (888) 704-9833

LIBERTY’S Compliance email: compliance@libertydentalplan.com

LIBERTY’S Special Investigations Unit Hotline: (888) 704-9833

LIBERTY’S SIU email: SIU@libertydentalplan.com



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In support of the federal Whistleblower Protection Act Fraud, Waste, or Abuse can be reported confidentially directly to the U.S. Department of Health & Human Services, Office of Inspector General (HHS-OIG) Whistle Blower phone number by dialing 1-800-HHS-TIPS (1-800-377-4950) or TTY 1-800-377-4950.

To Report Fraud, Waste, and Abuse in Federal Programs contact the Government Accountability Office:

Website: <http://www.gao.gov/fraudnet/fraudnet.htm>

E-mail: fraudnet@gao.gov

Automated answering system: (800) 424-5454 & (202) 512-7470



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SECTION 9. OTHER PROVISIONS

9.1 COORDINATION OF BENEFITS

As a covered Member, You will always receive Your LIBERTY benefits subject to the terms of this EOC. LIBERTY does not consider Your Individual Plan secondary to any other coverage You might have. You are entitled to receive benefits as listed in this EOC document in addition to other coverage You may have.

9.2 THIRD PARTY LIABILITY

If services otherwise covered under this dental plan are deemed to be Dentally Necessary due to a work-related injury or are the liability of a third party, You agree to cooperate in LIBERTY's processes to be reimbursed for these services.

9.3 ACCESS TO PATIENT RECORDS

You have the right to receive upon request, reasonable access to, and copies of, all documents, records and other information relevant to any claim for benefits used by LIBERTY in the processing of a claim, grievance or appeal. Routine requests for records from Your dentist may carry a nominal charge for duplication of these materials pursuant to NV state law. In addition, dentists may have a reasonable time to comply with requests for record duplication pursuant to NV state law.

9.4 NON-DISCRIMINATION

LIBERTY and contracted Providers provide care and service in a non-discriminatory environment. It is the policy of LIBERTY that discrimination due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age, disease status, blindness or physical/mental impairment is not tolerated.

9.5 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 general dentist who submits claims or encounters on Your behalf. Your specialty care services are reported to LIBERTY via the specialist. If You receive services out-of-network due to an emergency after-hours or out-of-area situation, consult the section above for submitting Your expenses to LIBERTY to receive reimbursement (see Section 4.4 Emergency Services above).



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SECTION 10. GLOSSARY

“Adverse Benefit Determination” means a decision by the Plan to deny, in whole or in part, a Member’s Claim for Benefits. Receipt of an Adverse Benefit Determination entitles the Member or his Authorized Representative to appeal the decision, utilizing LIBERTY’s Appeals Procedures.

An Adverse Benefit Determination is final if the Member has exhausted all complaint and Appeal Procedures set forth herein for the review of such Adverse Benefit Determination.

“Aesthetic Dentistry” means any dental procedure performed for cosmetic purposes and where there is not restorative value.

“Authorized Representative” means a person designated by the Member to act on his behalf in pursuing a Claim for Benefits to file an appeal of an Adverse Benefit Determination, or in obtaining an external review of a final Adverse Benefit Determination.

“Benefit Schedule” means the brief summary of benefits, limitations and Copayments given to the Subscriber by LIBERTY. It is attached to the front of this EOC.

“Calendar Year” means January 1 through December 31 of the same year.

“Claim for Benefits” means a request for a plan benefit or benefits made by a Member or Plan Provider in accordance with the Plan’s processing or Appeals Procedures, including any Pre-Service Claims (requests for Prior Authorization) and Post-Service Claims (requests for benefit payment).

“Contract Year” means a period of twelve (12) consecutive months from Your Coverage effective date, i.e., January 1st through December 31st. Please note that on this dental plan, the Contract Year is based on a Calendar Year, and unless renewed, will end on December 31st.

“Copayment” means the amount the Member pays directly to a Plan Provider when a Covered Service is received.

“Covered Services” means the dental services, related supplies and accommodations for which the plan pays benefits under this Plan.

“Dental Director” means a Nevada licensed dentist who is contracted with or employed by LIBERTY to provide professional advice concerning dental care to Members under the applicable EOC.

“Dentally Necessary” or **“Necessary”** means a service or supply needed to improve a specific condition or to preserve the Member’s dental health and which, as determined by LIBERTY is:

- consistent with the diagnosis and treatment of the Member;
- consistent with generally acceptable clinical practices of the community;



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- the most appropriate level of service which can be safely provided to the Member; and
- not solely for the convenience of the Member or the Provider(s).

In determining whether a service or supply is Necessary, LIBERTY may give consideration to any or all of the following:

- the likelihood of a certain service or supply producing a significant positive outcome;
- reports in professional dental literature;
- evidence based reports and guidelines published by nationally recognized professional organizations that include supporting scientific data;
- professional standards of safety and effectiveness that are generally recognized in the United States for diagnosis, care or treatment;
- the opinions of independent expert Dentists (including dental specialists) when such opinions are based on broad professional consensus; or
- other relevant information obtained by LIBERTY.

Services will not automatically be considered Dentally Necessary simply because they were prescribed by a Dentist.

“Dentist” means an individual who is licensed as a Doctor of Dental Surgery (D.D.S.) or a Doctor of Dental Medicine (D.M.D.) in accordance with applicable state laws and regulations and who is practicing within the scope of such license.

“Dependent” means an Eligible Family Member or Domestic Partner of the Subscriber’s family who:

- meets the eligibility requirements of the Plan as set forth in Section 1 of this EOC, including services pursuant to the plan purchased through NV Health Link;
- is enrolled under this Plan; and
- for whom premiums have been paid.

“Domestic Partner” means a person of at least 18 years of age has registered for a domestic partnership with Subscriber under the laws of the State of Nevada with the Nevada Secretary of State.

“Effective Date” means the initial date on which Members are covered for services under the LIBERTY Plan provided any applicable premiums have been paid.



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“Elective Dentistry” means any dental procedure that is unnecessary to the dental health of the patient as determined by LIBERTY’s Dental Director.

“Eligible Family Member” means a member of a Subscriber’s family that is or becomes eligible to enroll for coverage under this Plan.

“Emergency Services” means Covered Services provided after the sudden onset of a dental condition with symptoms, including pain, bleeding or swelling severe enough to cause a prudent person to believe that lack of immediate medical attention could result in serious:

- jeopardy to Member’s health;
- jeopardy to the health of an unborn child;
- impairment of a bodily function; or
- dysfunction of any bodily organ or part.

“Evidence of Coverage” or **“EOC”** means this document, including any attachments or endorsements, the Member identification card, health statements and all applications received by LIBERTY.

“Exclusion” is any provision of the EOC or Benefits Schedule, whereby coverage for a specified hazard or condition is entirely eliminated.

“Limitation” is any provision other than an Exclusion that restricts coverage under the EOC or Benefits Schedule.

“Member” means a person who meets the eligibility requirements of Section 1, who has enrolled under this Plan and for whom premiums have been paid. Also known as “Subscriber”.

“Non-Plan Provider” or **“Out-of-network Provider”** means a Provider who does not have an independent contractor agreement with LIBERTY.

“Plan” means the LIBERTY Dental Plan of Nevada, Inc. dental care plan.

“Plan Provider” means a Provider who has an independent contractor agreement with LIBERTY to provide certain Covered Services to Members. A Plan Provider’s agreement with LIBERTY may terminate, and a Member will be required to select another Plan Provider.

“Post-Service Claim” means any Claim for Benefits under the Plan regarding payment of benefits for services already completed or rendered that is not considered a Pre-Service Claim.



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“Prescription Drug” means a Federal Legend drug or medicine that can only be obtained by a prescription order or that is restricted to prescription dispensing by state law. It also includes insulin and glucagon.

“Pre-Service Claim” means any Claim or authorization or determination of Benefits under a LIBERTY Dental Plan in advance of obtaining the requested services.

“Prior Authorization” or **“Prior Authorized”** means a system that requires a Provider to get approval from LIBERTY before providing non-emergency health care services to a Member for those services to be considered Covered Services. Prior authorization is not an agreement to pay for a service.

“Referral” means a recommendation for a Member to receive a service or care from another Provider or facility.

“Retrospective” or **“Retrospectively”** means a review of an event after it has taken place.

“Service Area” means the geographical area where LIBERTY is licensed to operate. Subscribers must live or work in the Service Area to be covered under this Plan. Dependent children that are covered under this plan, due to a court order, do not have to reside within the Service Area.

“Specialist” means a Plan Provider who has an independent contractor agreement with LIBERTY to assume responsibility for the delivery of specialty dental services to Members. These specialty dental services include any services not related to the ongoing primary or regular dental care of a patient. Specialty dental services include specific fields of dentistry such as endodontics, periodontics, oral surgery, or orthodontics.

“Subscriber” means an individual who meets the eligibility requirements, who has enrolled under the Plan, and for whom premiums have been received; also known as “Member”.

“You” or **“Your”** means the Subscriber.



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SECTION 11. NOTICE OF NON-DISCRIMINATION

Discrimination is against the law. LIBERTY Dental Plan (“LIBERTY”) complies with all applicable Federal civil rights laws and does not discriminate, exclude people or treat them differently on the basis of race, color, national origin, age, disability, or sex.

LIBERTY provides free aids and services to people with disabilities, and free language services to people whose primary language is not English, such as:

- Qualified interpreters, including sign language interpreters
- Written information in other languages and formats, including large print, audio, accessible electronic formats, etc.

If you need these services, please contact us at 1-888-401-1128.

If you believe LIBERTY has failed to provide these services or has discriminated on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with LIBERTY’s Civil Rights Coordinator:

- **Phone:** 888-704-9833
- **TTY:** 800-735-2929
- **Fax:** 888-273-2718
- **Email:** compliance@libertydentalplan.com
- **Online:** <https://www.libertydentalplan.com/About-LIBERTY-Dental/Compliance/Contact-Compliance.aspx>

If you need help filing a grievance, LIBERTY’s Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Online at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>

LIBERTY’s HIPAA Privacy Notice provides you with information about your rights and our legal duties and privacy practices with respect to Protected Health Information (PHI), including how we use and disclose your PHI. You can always request a written copy of our most current privacy notice from LIBERTY’s Privacy Officer by calling 888.704.9833, or online at: www.libertydentalplan.com/HIPAA-Privacy-Notice.

Notice of Language Assistance

If you, or someone you support, have questions about LIBERTY Dental Plan, you have the right to get help and information in your language at no cost. To speak to an interpreter, call 1-888-401-1128.

እርስዎ፣ ወይም እርስዎ የሚያግዙት ግለሰብ፣ ስለ LIBERTY Dental Plan ጥያቄ ካላችሁ፣ ያለ ምንም ክፍያ በቋንቋዎ እርዳታና መረጃ የማግኘት መብት አላችሁ። ከአስተርጓሚ ጋር ለመነጋገር፣ 1-888-401-1128 ይደውሉ። (Amharic)

إذا كان لديك أو شخص ما تساعده أية استفسارات عن LIBERTY Dental Plan لديك الحق في تلقي المساعدة والمعلومات بلغتك مجاناً. للتحدث إلى مترجم فوري، اتصل على الرقم 1-888-401-1128 (Arabic)

如果您，或您正在幫助的人，有關於LIBERTY Dental Plan 方面的問題，您有權利免費以您的母語得到幫助和訊息。想要跟一位翻譯員通話，請致電 1-888-401-1128. (Chinese)

اگر شما یا شخصی که به وی کمک می کنید، سوالاتی در مورد LIBERTY Dental Plan دارید، شما حق دارید که کمک و اطلاعات را به زبان خودتان و به طور رایگان دریافت کنید. برای گفتگو با مترجم شفاهی، با شماره تماس بگیرید 1-888-401-1128 (Farsi)

Si vous, ou quelqu'un que vous êtes en train d'aider, a des questions à propos de LIBERTY Dental Plan, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 1-888-401-1128. (French)

Falls Sie oder jemand, dem Sie helfen, Fragen zum LIBERTY Dental Plan haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 1-888-401-1128 an. (German)

No dakayo, wenna maysa a tao a tultulunganyo, ket adda kayatyo a saludsoden maipanggep iti LIBERTY Dental Plan, adda karbenganyo a dumawat iti tulong ken impormasion iti bukodyo a pagsasao nga awan ti bayadanyo. Tapno makipatang iti maysa a mangipatarus iti pagsasao, tumawag iti numero nga 1-888-401-1128. (Ilocano)

ご本人様、またはお客様の身の回りの方でもLIBERTY Dental Plan についてご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合1-888-401-1128までお電話ください (Japanese)

만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 LIBERTY Dental Plan 에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 1-888-401-1128 로 전화하십시오. (Korean)

Если у вас или лица, которому вы помогаете, имеются вопросы по поводу LIBERTY Dental Plan, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 1-888-401-1128. (Russian)

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de LIBERTY Dental Plan, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 1-888-401-1128. (Spanish)

‘Afa’i olo’o iai se fesili iate oe, po o se tasi olo’o e fesoasoani i ai, e uiga i le LIBERTY Dental Plan polokalame, o iai iate oe le aia tatau e maua atu ai i se fesoasoani po o se fa’atamalaga e uiga i lena polokalame i le gagana fa’asamoa, auno ma se togiga o tupe. Ina ia talatalanoa i se tagata ua malamalama ai i le gagana fa’asoma, po o se tagata fa’aliliu gagana, vili atu e lau telefoni 1-888-401-1128. (Samoan)

Notice of Language Assistance

Kung ikaw, o ang iyong tinutulangan, ay may mga katanungan tungkol sa LIBERTY Dental Plan may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa 1-888-401-1128. (Tagalog)

หากคุณ หรือคนที่คุณกำลังช่วยเหลือมีคำถามเกี่ยวกับ LIBERTY Dental Plan,

คุณมีสิทธิที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของคุณได้โดยไม่มีค่าใช้จ่าย พูดคุยกับล่าม โทร 1-888-401-1128. (Thai)

Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về LIBERTY Dental Plan, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi 1-888-401-1128. (Vietnamese)