



**COMBINED EVIDENCE OF  
COVERAGE  
AND DISCLOSURE FORM**

LIBERTY Dental Plan of California, Inc.  
Los Angeles County Prepaid Health Plan Dental Program  
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Monday-Friday 8am-5pm

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THIS COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM CONSTITUTES ONLY A SUMMARY OF THE DENTAL PLAN. THE DENTAL PLAN CONTRACT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE.

This form is a summary of the dental services available to you as an Enrollee of LIBERTY Dental Plan. **Please keep these materials for your reference as they contain important information regarding the Plan and its operations.** Any questions you have regarding coverage on any of the following specific provisions may be directed to any Plan Member Services Representative or the telephone number listed in this booklet.

This Evidence of Coverage (“EOC”) states the terms and conditions of coverage under the Los Angeles County Prepaid Health Plan Programs. Prior to enrollment, an applicant has a right to view the EOC by contacting a Plan Member representative at 888-703-6999 or by email at [www.Libertydentalplan.com](http://www.Libertydentalplan.com). The EOC should be read completely and carefully and if you require special dental care treatment an applicant should carefully read those sections that may apply. If you require additional information about the benefits of the plan, you may contact a Member Representative at 888-703-6999 or send an e-mail to [www.Libertydentalplan.com](http://www.Libertydentalplan.com). The Plan’s Benefit Matrix is attached to the end of the EOC.

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## **INTRODUCTION**

### **WELCOME TO LIBERTY DENTAL**

You have joined LIBERTY Dental's Los Angeles County Prepaid Health Plan dental program. Your dental care is received through LIBERTY Dental's network of dentists. Our goal is to provide you with the highest quality of dental care and help you maintain good oral health. As a member of this dental plan, we encourage you to take an active part in ensuring the success of your dental health by seeing your dentist on a regular basis. When you choose a network dentist from our list of participating providers you will receive any necessary covered preventive or corrective dental care services at that location. LIBERTY Dental and our participating dental providers are here to arrange and coordinate dental care services for you.

We want you to understand your dental program and its benefits: the services you can receive, the services that are not covered, and any limitations on covered services. We are also here to assist you with information about non-dental services, such as how to obtain transportation to and from your dental office if you are unable to get to your appointments.

This is your Evidence of Coverage, Disclosure Form, and Member Services Guide. This form is a summary of the dental services available to you as an Enrollee of LIBERTY Dental Plan. It is only a summary of the Los Angeles County Prepaid Health Plan dental program for Los Angeles County. The Los Angeles County Prepaid Health Plan dental contract has the exact terms and conditions of coverage in accordance with Title 22 Section 53900.

### **MEMBER SERVICES DEPARTMENT**

LIBERTY Dental's Member Services Department consists of representatives who are sensitive to your dental care needs. Our Service Department can answer any questions you may have about obtaining dental care as well as help you:

Choose a Primary Care Dentist (PCD)

Change to another PCD

Schedule appointments with your PCD or a specialist referred by your PCD

Get information about transportation services to take you to your appointment

File complaints or grievances

Get translation and interpretive services

### **MULTILINGUAL SERVICES**

If you need help with language services, such as an interpreter, please contact our Member Services Department and a representative will assist you in locating an

interpreter. Our Member Services Department is able to assist you in English, Spanish, Vietnamese, Russian, Cantonese, and Mandarin. For all other languages we will make an interpreter available to you.

## **IMPORTANT TELEPHONE NUMBERS**

LIBERTY's Address and Telephone Number are:

LIBERTY Dental -State Government Programs  
Los Angeles County Prepaid Health Plan  
P.O. Box 26110  
Santa Ana, CA 92799-6110

LIBERTY's Member Services Department Toll-Free at: (888) 703-6999

For claim, eligibility, and benefit questions, please contact LIBERTY's Member Services Department. English, Spanish, and Vietnamese speaking Customer Service Representatives are available Monday through Friday, 8:00 a.m. to 5:00 p.m. to answer your questions.

Emergency Care 24 hours a day: (888) 703-6999

Emergency dental care is available 24 hours a day, 7 days a week. If you have a dental emergency and are unable to reach your Primary Care Dentist, you may call this number and a representative will help you obtain the necessary dental care.

Grievance Coordinator: (888) 703-6999

This is the person who will make sure your grievance or complaint is being handled promptly and properly so an answer can be given to you within 30 days. After you file a grievance, this person will be able to check on the status of your case. If the grievance is not resolved within 30 days, you will receive a status letter.

Department of Social Services: 800-952-5253

This is the Public Inquiry and Response Unit of the State of California that provides information on Fair Hearings.

DHCS Medi-Cal Managed Care Ombudsman: 888-452-8609

Health Care Option: 800-430-4263

## **HOW TO USE THE BOOKLET**

This Evidence of Coverage explains your rights, responsibilities, and benefits under this plan. It also explains LIBERTY Dental's responsibilities to you. This Evidence of Coverage and Disclosure Form will assist you in properly understanding your dental plan. Please read this important document completely and carefully. This booklet has been written for you and is designed to help you make the most of your dental program.

Please read the "Definition" section. It will explain to you any words which have special or technical meanings under the LIBERTY/LA PHP contract.

If you have any questions about your coverage that are not answered within this booklet, please contact our Member Services Department at 888-703-6999.

You will receive a Member Identification Card (ID Card) in the mail once your enrollment has been received. Your ID Card lists your assigned Primary Care Dentist's name, address, and telephone number. Please review your card as soon as you receive it to make sure all of the information is correct. If you lose your ID Card, please call our Member Services Department at (888) 703-6999 to request a new one. If you contact us to change your assigned Primary Care Dentist, you will receive a new ID card in the mail with your new Primary Care Dentist's name, address and telephone number. Please make sure you show your ID Card to your Primary Care Dentist at every appointment.

Once you are enrolled in the Plan and have received your ID Card, please contact your Primary Care Dentist to schedule an appointment. To maintain good oral health you should have an oral exam every year.

## **CHOOSING AND CHANGING PRIMARY CARE DENTIST**

When you need to visit your dentist, you must see the PCD you chose when you selected LIBERTY as your Los Angeles County Dental Plan. If you did not select a PCD at the time of enrollment, LIBERTY has automatically assigned one to you. Your PCD's name and telephone number are on your LIBERTY ID card.

If you want to change your PCD please contact our Member Services Department at **(888) 703-6999**. We will approve or deny your request according to guidelines approved by DHCS.

A PCD can request that you be changed to another dentist if you do not follow health care instructions, preventing the dentist from safely and ethically proceeding with your dental care. This includes repeatedly missing scheduled appointments.

If the dentist you were seeing before you became eligible for the Los Angeles County Dental Plan belongs to our network, you may continue to receive treatment from that dentist but you must first contact our Member Services Department and select that dentist as your PCD.

If you need help choosing a PCD, please contact our Member Services Department at (888) 703-6999.

## **FEDERALLY QUALIFIED HEALTH CENTERS (FQHC'S)**

You have the right to receive your dental care services at a FQHC that has a contract with LIBERTY Dental Plan. For names and addresses of FQHC's in your area, please call our Member Services Department at **(888) 703-6999**. If you have questions or for more information on dental services, please contact Denti-Cal. Providers may call (800) 423-0507. Beneficiaries or their representative may call (800) 322-6384 or you may visit the Denti-Cal website at [www.denti-cal.ca.gov](http://www.denti-cal.ca.gov).

## **SCHEDULING APPOINTMENTS**

Call your PCD to make an appointment for your first examination. To maintain good oral health you should have an oral exam every year. If you have unexpected dental problems about dental-related issues in between your regularly scheduled visits please contact either your PCD or a Member Services Representative for assistance. If you have an injury or are in pain please contact your PCD immediately.

Your first visit with your PCD must be within 120 calendar days from the date of enrollment into the Los Angeles County Dental Plan. At this first visit, your PCD will prepare your treatment plan which lists the dental services your PCD has recommended for you. From then on, all your dental services will be performed either by your PCD or by a specialist to whom your PCD refers you. Specialist treatment must be authorized in writing by LIBERTY.

MEMBER is responsible for appropriate use of dental services while enrolled in the Los Angeles County Dental Plan. MEMBER is to make and keep dental appointments with their PCD on a regular basis and to give 24 hour notice for cancellation. Member is to treat PCD and office staff in a courteous and respectful manner.

## **SECTION 1. DEFINITIONS**

- A. **“BENEFITS AND COVERAGE”** means the dental health care services available under the Los Angeles County Prepaid Health

Plan Program and dental provisions of the California Medi-Cal program defined in Title 22, Sections 51059, 51307, and 53910.5.2.

- B. **“CALIFORNIA CHILDREN SERVICES (CCS) PROGRAM”** means a public health program which assures the delivery of specialized diagnostic, treatment, and therapy services to financially and medically eligible children under the age of 21 years who have CCS eligible conditions as defined in Title 22, California Code of Regulations (CCR), Section 41510.
- C. **“CHILD HEALTH and DISABILITY PREVENTION (CHDP) PROGRAM SERVICE”** means those preventive health care services for beneficiaries under 21 years of age provided in accordance with the provisions of Health and Safety Code Section 124025, and Title 17, CCR, Sections 6800.
- D. **“DHCS”** is the abbreviation for the Department of Health Care Services.
- E. **“EFFECTIVE DATE”** is the date your eligibility begins.
- F. **“ELECTIVE DENTISTRY”** or **“EXCLUSION”** means any dental procedure(s) or service(s) not available under the Los Angeles County Dental Plan and the dental provisions of the California Medi-Cal program.
- G. **“EMERGENCY CARE”** means a dental screening, examination, evaluation by a dentist or dental specialist to determine if an emergency dental condition exists, and to provide care that would be acknowledged as within professionally recognized standards of care and in order to alleviate any emergency symptoms within the capability of the facility.
- H. **“ENROLLMENT”** is the process by which an Eligible Beneficiary becomes a member of Contractor’s plan.
- I. **“LA PHP”** is the abbreviation for Los Angeles County Prepaid Health Plan.
- J. **“GRIEVANCE”** means an oral or written expression of dissatisfaction, including any complaint, dispute, request for reconsideration or appeal made by a Member or provider on behalf of a Member.



- K. “**HCO**” is the abbreviation for Health Care Options.
- L. “**LIMITATIONS**” is the number of services allowed, type of service allowed, and the most affordable dentally appropriate service.
- M. “**MANAGED CARE**” is dental care you receive through a Medi-Cal Dental Managed Care Plan.
- N. “**MEMBER**” means any presently enrolled Medi-Cal recipient who has completed a PLAN membership application and receives PLAN BENEFITS.
- O. “**MEDI-CAL BENEFICIARY**” means all presently enrolled Medi-Cal recipients who are eligible to participate in the PLAN pursuant to PLAN eligibility requirements.
- P. “**MEDICALLY NECESSARY**” means covered services which are necessary and appropriate for the treatment of a member’s teeth, gums, and supporting structures according to professionally recognized standards of practice.
- Q. “**NON-PARTICIPATING PROVIDER**” means a dentist that has no contract to provide services for the PLAN.
- R. “**OTHER HEALTH COVERAGE**” means coverage for dental related services or entitlements for which an Eligible Beneficiary is eligible under any private dental plan, any insurance program, any other State or federal dental care program, or under other contractual or legal entitlement.
- S. “**PARTICIPATING PROVIDER**” means a dentist providing general or specialty dental services under contract with the PLAN.
- T. “**PLAN**” means LIBERTY Dental Plan of California, Inc.
- U. “**PREVENTIVE DENTAL SERVICES**” services such as annual oral examination, X-rays, teeth cleaning, fluoride treatment (children only) and sealants (children only).
- V. “**PRIMARY CARE DENTIST**” means a general or pediatric dentist that coordinates, supports and provides the delivery of dental care.

- W. **“PRIOR AUTHORIZATION”** a request by the Primary Care Dentist or specialist for authorization to perform selected procedures which must be approved prior to rendering the services.
- X. **“PROVIDER”** means a dentist providing general or specialty dental services under contract with the PLAN.
- Y. **“SERVICE AREA”** means the geographic area designated by the PLAN within which the PLAN shall provide BENEFITS AND COVERAGE.
- Z. **“SPECIALTY PROVIDER”** means a dentist providing specialty care such as Endodontics, Oral Surgery, Pediatric Dentistry, Periodontics, and Orthodontics.
- AA. **“TERMINATED PROVIDER”** means a dentist that formerly delivered services under contract that is no longer associated with the PLAN.
- BB. **“THIRD PARTY LIABILITY”** means the responsibility of an individual or entity, other than the Contractor or the Member for member, for the payment of all or part of the costs of dental services incurred because of illness, trauma, disease, or disability sustained by Member. This liability may result from a health insurance policy, or other contractual agreement, or legal obligation, excluding tort liability.
- CC. **“THIRD PARTY TORT LIABILITY”** means the responsibility of persons other than the Contractor or the Member for payment of claims for injuries or trauma sustained by Member. This responsibility may be contractual, a legal obligation or as a result of or the fault or negligence of third parties ( e.g., auto accidents or other personal injury casualty claims or workers compensation appeals.)

## SECTION 2. ELIGIBILITY

Any eligible MEDI-CAL BENEFICIARY residing within Los Angeles County is eligible to receive COVERAGE for dental services. To receive COVERAGE, a MEDI-CAL BENEFICIARY should complete an Enrollment/Disenrollment form available through Health Care Options (HCO) who may be reached at 1-800-430-4263 or at the PLAN Provider offices. Once completed, the form should be returned to:

Health Care Options (HCO)  
P.O. Box 989009  
West Sacramento, CA 95798-9850

Eligibility under the PLAN will continue unless a MEMBER becomes ineligible for coverage under the California Medi-Cal program, disenrolls from the PLAN, moves out of the service area.

### **Transitional Medi-Cal (TMC)**

TMC is for members who lose cash aid or Medi-Cal eligibility due to an increase in income from a new job, marriage, or a spouse returning to the home. Medi-Cal members who qualify for TMC may keep their Medi-Cal health coverage for up to 12 months and keep their membership with LIBERTY Dental Plan. If you lose eligibility for Medi-Cal because you have more income, you should contact your Medi-Cal eligibility worker right away. For more information about the Medi-Cal TMC program, contact the State of California's toll free number at 1-800-880-5305 or your local Health and Human Services Department.

## **SECTION 3. COMMENCEMENT OF COVERAGE**

COVERAGE shall begin at 12:01 A.M. on the first day of the month for which the MEMBER's name is added to the approved list of MEMBERS furnished by the Department of Health Services to the PLAN. MEMBER must present his/her ID card and State Benefits Identification (BIC) card at each dental visit to verify that he/she is eligible under the Medi-Cal program at each visit.

The term of membership will continue indefinitely unless this Contract expires, is terminated, or the MEMBER is disenrolled under the conditions described in Section 4 below:

## **SECTION 4. TERMINATION / CANCELLATION OF BENEFITS**

Termination or cancellation of PLAN COVERAGE shall take place immediately upon: the PLAN's receipt of notification that a MEMBER is ineligible to participate in the Medi-Cal Program, a MEMBER'S change of residence to a location outside Los Angeles County, and **termination of PLAN COVERAGE by MEMBER**, (see Section 5 for member disenrollment effective date).

The PLAN shall not terminate or cancel COVERAGE to a MEMBER based upon the MEMBER's health status or requirements for health care services. Any MEMBER who alleges that an enrollment has been canceled because of the MEMBER'S health status or requirements for health care services may request a review of cancellation by the Director of the Department of Managed Health

Care, at 1-800-HMO-2219. The Department also has a toll-free TDD line 1-877-688-9891 for the hearing and speech impaired.

An individual whose PLAN benefits have been previously terminated or canceled and who is now an eligible MEDI-CAL BENEFICIARY may re-enroll in the PLAN. Refer to section 2 and 3, respectively, of this Combined Evidence of Coverage and Disclosure form for eligibility and coverage.

## **SECTION 5. DISENROLLMENT / PLAN-INITIATED DISENROLLMENT**

Disenrollment is mandatory when:

1. MEMBER requests disenrollment and the request is not during any restricted period.
2. Eligibility is terminated, including death of the member.
3. MEMBER requests disenrollment.
4. There is a change in MEMBER'S place of residence to outside LIBERTY'S services area.
5. MEMBER is enrolled as a commercial member of a dental plan.

Disenrollment (if appropriate) will become effective on the first day of the second month following receipt by DHCS of all documentation necessary, as determined by DHCS, to process the disenrollment, provided disenrollment was requested at least 30 calendar days prior to that date. A PLAN disenrollment form is available at the PLAN office headquarters, any PLAN PROVIDER office, or by calling 1-800-430-4263. A MEMBER may voluntarily disenroll from the PLAN at any time and can enroll in another plan or Fee-for Service Denti-Cal.

### **Special Services for American Indians**

American Indians have the right to get health care services at Indian Health Centers and Native American Health Clinics. American Indians may stay with or disenroll from a PHP plan by contacting Health Care Options (HCO) at (800) 430-4263.

The guidelines are: you are an Indian; a member of an Indian household or have written acceptance from an Indian Health Service program facility to receive health care through that facility.

If you have questions or need assistance, please contact our Member Services department at (888) 703-6999.

## **PLAN-Initiated Disenrollment**

The PLAN may recommend to DHCS the disenrollment of any MEMBER for cause. Except in cases of violent behavior or fraud, the PLAN shall make significant effort to resolve the problem with the MEMBER through avenues such as reassignment of PRIMARY CARE DENTIST or education before requesting a PLAN-initiated disenrollment. The PLAN will submit to DHCS a written request for disenrollment with supporting documentation based on the breakdown of the PLAN-MEMBER relationship. The PLAN may recommend to DHCS the disenrollment of a MEMBER because of, but not limited to, one of the reasons below:

1. **Repeated Verbal Abuse**  
MEMBER is repeatedly abusive to the PROVIDERS, ancillary or administrative staff, subcontractor staff or to other PLAN MEMBERS;
2. **Physical Abuse**  
MEMBER physically assaults a PROVIDER or staff person, subcontractor staff person, or other MEMBER, or threatens another individual with a weapon on the PLAN's premises. In this instance, the PLAN or the PROVIDER will file a police report and file charges against the MEMBER;
3. **Disruptive Behavior**  
MEMBER is disruptive to PLAN's operations in general;
4. **Habitual Use of Non-Participating Providers**  
MEMBER habitually uses providers not affiliated with the PLAN for non-emergency services without required authorizations (causing PLAN to be subjected to repeated PROVIDER demands for payment for those services or other demonstrable degradation in PLAN's relations with community PROVIDERS);
5. **Fraudulent Use of Medi-Cal Coverage**  
MEMBER has allowed the fraudulent use of Medi-Cal coverage under the PLAN, which includes allowing others to use the MEMBER's PLAN Membership card to receive services from PROVIDERS; or
6. **Noncompliance with Prescribed Treatment**  
A MEMBER's failure to follow prescribed treatment (including failure to keep established dental appointments) will not, in and of itself, be good cause for the approval by the DHCS of a PLAN-initiated disenrollment request unless the PLAN can demonstrate to DHCS that, as a result of the failure, the PLAN is exposed to a substantially greater and unforeseeable

risk than that otherwise contemplated under the PLAN and rate negotiations.

The PLAN-initiated disenrollment must be prior approved by DHCS. The PLAN will notify the MEMBER in writing about the PLAN's intent to disenroll the MEMBER for cause. The PLAN will allow a period of twenty (20) calendar days from the date of the receipt of the letter for the MEMBER to respond to a proposed action prior to disenrollment.

## **SECTION 6. PREPAYMENT FEE, PERIODIC PAYMENTS AND OTHER CHARGES**

There are no prepayment fees, periodic payments, co-payments, or other charges required from MEMBERS for COVERAGE under the PLAN.

## **SECTION 7. LIABILITY OF MEMBER FOR PAYMENT**

In the event the PLAN fails to pay the PROVIDER, the MEMBER shall not be liable to the PROVIDER for any sums owed by the PLAN. In the event the PLAN fails to pay any unauthorized, non-contracting providers, the MEMBER may be liable to the non-participating provider for the cost of services. A MEMBER shall additionally be liable for the payment(s) to any contracting or non-participating provider for the services not covered under the PLAN.

## **SECTION 8. PLAN BENEFITS, COVERAGE, AND OTHER COVERED DENTAL SERVICES**

The PLAN agrees to provide COVERAGE to MEMBERS for all dental health care services available under the dental provisions of the California Medi-Cal program. MEMBERS must obtain all Medi-Cal covered non-emergency dental services through the PLAN's PROVIDERS. A current list of those services is set forth in the BENEFITS Schedule accompanying this Combined Evidence of Coverage and Disclosure Form as Attachment "A". This schedule establishes the dental care and services which are available to MEMBERS without charge.

To obtain benefits under the PLAN, a MEMBER shall contact his or her PROVIDER for appointment scheduling. MEMBERS are not required to provide or complete claims forms for the receipt of COVERAGE under the PLAN.

### **Other Covered Dental Services**

The following dental services rendered to patients in a hospital, skilled nursing facility or intermediate care facility are a covered benefit only:

1. During a period of hospital, skilled nursing, or intermediate care facility stay covered by the Medi-Cal program.
2. When provided pursuant to the signed authorization of the provider responsible for the patient's care and the authorization is documented on the patient's chart.
3. Following prior authorization of each non-emergency and non-diagnostic dental service.

## **SECTION 9. LIMITATIONS AND EXCLUSIONS**

### **Limitations:**

- Full upper and/or lower dentures are not to exceed one each in any five (5) year period
- Cleaning (prophylaxis) once every twelve (12) months for adults 21 years of age and older and twice yearly for children.
- Relines limited to one per appliance per twelve (12) months
- Full mouth X-rays - once every three (3) years
- Posterior laboratory processed crown not a benefit for adults 21 years of age and older except when posterior tooth is used as an abutment for any fixed or removable prosthesis with cast clasps and rests and meets Denti-Cal Criteria

### **Exclusions:**

- Braces, except in treatment of malocclusion for persons under the age of 21 years, or cleft palate deformities under the case management of California Children Services Program
- Treatment of incipient or non-active cavities in adults
- Cosmetic procedures
- Removable partial dentures, except when necessary for balance of a complete artificial denture
- Extraction of healthy teeth, except for: serial extractions required to minimize problems with the bite; teeth that interfere with denture or bridge construction; conditions perceptible through x-rays but which fail to elicit symptoms
- Pulp caps
- Fixed bridges, except when necessary for obtaining employment; medical conditions which preclude use of removable dentures
- Experimental procedures
- Procedures, appliances or restorations that: increase vertical dimension; restore occlusion; replace tooth structure lost by attrition, are for implantology techniques

## SECTION 10. EMERGENCY CARE

EMERGENCY CARE is available to MEMBERS twenty-four (24) hours a day, 7 days a week. EMERGENCY CARE is defined as a dental screening, examination, evaluation by dentist or dental specialist to determine if an emergency dental condition exists, and to provide care that would be acknowledged as within professionally recognized standards of care and in order to alleviate any emergency symptoms within the capability of the facility. During regular PROVIDER office hours, MEMBERS may obtain care by contacting their PRIMARY CARE DENTIST for EMERGENCY treatment. After business hours, MEMBERS should contact their PRIMARY CARE DENTIST or **MEMBERS may contact a twenty-four (24) hour answering service at (888) 703-6999**. The on-call operator will get information from the MEMBER regarding the EMERGENCY and relay the information to the on-call PROVIDER.

The on-call PROVIDER will assess the EMERGENCY and in the event emergency dental services are required, a PLAN PROVIDER will meet the MEMBER at the closest available PROVIDER facility for treatment.

If a MEMBER requires EMERGENCY CARE when outside the SERVICE AREA, (the geographic area designated by the PLAN within which the PLAN shall provide BENEFITS AND COVERAGE) a MEMBER may seek treatment from the nearest available dentist or emergency room as the circumstances dictate.

**Any Provider outside the PLAN's SERVICE AREA may treat your emergency and will be reimbursed without prior authorization.**

Emergency dental condition means a dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate attention could reasonably be expected to result in any of the following:

- Placing the MEMBER's health in serious jeopardy.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

Payment for emergency services and care may be denied if the PLAN reasonably determines that the emergency services and care were never performed; or in cases when the MEMBER did not require emergency services and care and the MEMBER should have known that an emergency did not exist. Non-PLAN PROVIDERS may require the MEMBER to make immediate full payment for services. If the MEMBER has to pay the full bill, the PLAN will reimburse the MEMBER for services that meet the definition of EMERGENCY CARE as defined above. If the MEMBER pays a bill, a copy of the bill should be submitted to the following address within 90 days from the date of treatment:



LIBERTY Dental Plan of California, Inc.  
Attention: Claims Department  
P.O. Box 26110  
Santa Ana, CA 92799-6110

Once the MEMBER has received EMERGENCY CARE, the MEMBER must contact his or her PRIMARY CARE DENTIST (if the MEMBER's own PRIMARY CARE DENTIST did not perform the EMERGENCY dental care) for follow-up care. The MEMBER will receive all follow-up care from his or her own PRIMARY CARE DENTIST.

## **SECTION 11. CHOICE OF PROVIDERS**

MEMBERS may select a dentist from the attached list of PRIMARY CARE PROVIDERS in the PLAN's network. The MEMBER should indicate their choice of PROVIDER on the Enrollment form. A MEMBER may transfer to another PROVIDER by contacting the primary PLAN office by telephone by the 20<sup>th</sup> day of the month at (888) 703-6999 and requesting such a transfer. The transfer to the new provider will be effective on the first day of the following month. All requests for transfer are subject to the availability of the chosen PROVIDER. Should any MEMBER fail to select a PROVIDER, the PLAN will assign the MEMBER to an available PROVIDER closest to their residence. To receive information and assistance, MEMBERS should contact a MEMBER Services Representative by calling the telephone number listed in this brochure.

PRIMARY CARE DENTISTS are required to provide covered services to MEMBERS during normal working hours and during such other hours as may be necessary to keep MEMBERS appointment schedules on a current basis.

Appointments for routine, preventive care and specialist consultation shall not exceed three weeks from the date of the request for appointment.

Wait time in the PRIMARY CARE DENTIST's office shall not exceed 30 minutes.

The PLAN may be unable to assign MEMBERS to their choice of PRIMARY CARE DENTIST for one of the following reasons:

- The PRIMARY CARE DENTIST is not currently accepting new patients. (This is probably a temporary situation and the MEMBER may transfer to this PRIMARY CARE DENTIST at a later date.)
- If the PRIMARY CARE DENTIST reaches a maximum ratio of assigned MEMBERS.

Except for EMERGENCY CARE, any services and supplies obtained from any PROVIDER other than the MEMBER's PRIMARY CARE DENTIST without an approved referral will not be paid for under the PLAN.

## **SECTION 12. SECOND OPINIONS**

MEMBERS or PRIMARY CARE DENTISTS may request a second opinion for Covered Services by contacting the PLAN. The PLAN shall provide or authorize a second opinion by an appropriately qualified dental provider. The reasons for a second opinion shall include, but are not limited to the following reasons: 1) the MEMBER questions the reasonableness, necessity, or diagnosis of the recommended procedures; 2) if the clinical indications are not clear, the PRIMARY CARE PROVIDER is unable to diagnose the condition, and the MEMBER requests additional diagnosis; 3) if the treatment plan in progress is not improving the dental condition of the MEMBER within an appropriate period of time given the diagnosis and the MEMBER requests a second opinion regarding the diagnosis or continuance of treatment.

The PLAN shall review the reasons for the request of a second opinion and provide an authorization or a denial in an expeditious manner. The second opinion will be rendered within 72-hours from the PLAN's receipt of request where the MEMBER's condition poses imminent and serious threat to the MEMBER's life.

MEMBERS interested in obtaining the timeline for authorizing second dental opinions can contact the PLAN at:

LIBERTY Dental Plan of California, Inc.  
Referral Department  
P.O. Box 26110  
Santa Ana, CA 92799-6110  
1-888-703-6999

The cost of obtaining the second opinion will be paid by the PLAN.

## **SECTION 13. REFERRALS TO SPECIALIST**

The MEMBER must first visit his or her PRIMARY CARE DENTIST for evaluation of MEMBER's case. Once the PRIMARY CARE DENTIST determines the MEMBER requires the care of a specialist, the PRIMARY CARE DENTIST will determine if the MEMBER needs an emergency referral or a routine referral. The PLAN processes emergency referrals immediately by calling a specialist to coordinate the scheduling of an appointment for the MEMBER with the specialist. Routine referrals are processed within five (5) business days from the date the request is received in our office and referrals affecting care where the

MEMBER faces an imminent and serious threat to MEMBER's health within 72-hours or less of the receipt of the necessary documentation. Copies of authorizations for regular referrals are sent to the MEMBER, the specialist and the MEMBER's PRIMARY CARE DENTIST.

The PLAN encourages MEMBERS to contact their PRIMARY CARE PROVIDERS to schedule a follow-up appointment after the completion of the treatment by the specialist provider.

Decisions to approve, modify, or deny, based on dental necessity, prior to or concurrent with the provisions of dental care services to a MEMBER shall be made by the PLAN in a timely fashion appropriate for the nature of the MEMBER's condition, not to exceed five (5) business days from the PLAN's receipt of the information reasonably necessary and requested by the PLAN to make the determination.

When the MEMBER's condition is such that the MEMBER faces an imminent and serious threat to his or her dental health including, but not limited to, the loss of major dental function, or if waiting in accordance with the timeframe noted in the above paragraph could jeopardize the MEMBER's ability to regain maximum function, the PLAN's decision to approve, modify, or deny referral requests by a MEMBER's PRIMARY CARE DENTIST prior to , or concurrent with, the provision of dental care services to a MEMBER shall be made in a timely fashion appropriate for the nature of the MEMBER's condition, not to exceed 72 hours after the PLAN's receipt of the information reasonably necessary and requested by the PLAN to make the determination.

The PLAN shall initially notify by telephone or facsimile the MEMBER's PRIMARY CARE DENTIST requesting a referral of its decision to approve, modify, or deny requests for referral authorization within 24 hours of the PLAN's decision. The PLAN shall also immediately inform the MEMBER's PRIMARY CARE DENTIST in writing of the decision to approve, modify or deny the referral. If the referral is approved, the PLAN shall specify in the notice the specific dental care service approved. If the referral is approved, the PLAN shall specify in the notice the clear and concise explanation of the reasons for the decisions, the criteria or guideline used, and the clinical reasons for the decisions regarding medical necessity. Additionally, the notice shall include the name and direct telephone number of who made the decision at the PLAN.

If the PLAN cannot approve, modify, or deny the request for authorization within the 72 hours or 5 business day timeframes because the PLAN is not in receipt of all the information reasonably necessary and requested, or because the PLAN requires consultation by an expert reviewer, or because the PLAN asked for an additional examination or test be performed upon the MEMBER, the PLAN shall immediately upon the expiration of the 72 hours or 5 business day time frames

noted above, or as soon as the PLAN becomes aware it will not meet the 72 hours or 5 business day time frames, whichever occurs first, notify the referring PRIMARY CARE DENTIST and the MEMBER, in writing, that the PLAN can not make a decision within the required timeframe, and specify the information requested but not received, or the expert reviewer to be consulted, or the additional examinations or tests required. Once the PLAN received all the information reasonably necessary and requested, the PLAN shall approve, modify, or deny the request for authorization in a timely fashion appropriate for the nature of the MEMBER's condition, not to exceed 72 hours or 5 business days, as the case may be. Further information regarding the processes, criteria and procedures that the PLAN uses to authorize, modify, or deny dental services under the benefits provided by the PLAN are available to the MEMBER, PRIMARY CARE DENTISTS, and the public upon request.

## **SECTION 14. HOW PROVIDERS ARE COMPENSATED**

The PLAN compensates its PROVIDERS in a variety of ways. Generally, PROVIDERS are paid on what is called a "capitated basis" This means that the PLAN pays a per-MEMBER-per-month fee to the PROVIDERS who provide services to the PLAN's MEMBERS. Some PROVIDERS are compensated based on a combination of monthly capitation and significant fee-for-service supplemental payments from the PLAN. Some PROVIDERS are paid incentive payments. The PLAN's PROVIDERS are always required by the PLAN to provide services in a quality manner in accordance with detailed regulatory and contractual requirements. These requirements help reduce overall costs by providing quality care which emphasizes preventive health care access and utilization of effective treatment methods.

A MEMBER may obtain additional information regarding the PROVIDERS' compensation by contacting the PLAN at (888) 703-6999 or the MEMBER's PROVIDER.

## **SECTION 15. SPECIAL PROGRAMS FOR CHILDREN**

### **Child Health and Disability Prevention Program**

The Child Health and Disability Prevention Program (CHDP) consists of activities approved and funded by the Department of Health Services for children from birth to 21 years of age. This is a state wide effort to detect and treat potentially handicapping childhood health conditions before they cause irreversible damage.

A function of the program is to encourage children to engage in healthy activities to maintain good oral health and lessen the occurrence of acute and emergency care. Preventive care is the key to this goal. We encourage you to make the commitment to visit your PCD twice annually for periodic preventive

examinations. Please talk to your PCD to find out which services you are eligible to receive.

The CHDP program may be available to all children, even if they are no longer Medi-Cal eligible beneficiaries.

If a child is currently in the process of completing a dental treatment program that has been authorized by CHDP, tell your PCD about the authorization. Your PCD will contact CHDP for information on benefits because this previously-authorized treatment plan is not covered under the Los Angeles County Prepaid Health Plan dental program. Your child will complete this treatment before he/she is covered by the Los Angeles County Prepaid Health Plan dental program. The dentist will bill the fee-for service contractor.

### **California Children Services**

California Children Services (CCS) is a state program administered through local county offices. The program treats children under 21 years of age with certain physical limitations and diseases. The program is paid for by California taxpayers and offers medical care to children whose families cannot afford all or part of the needed care. If a MEMBER has a CCS eligible condition, MEMBER needs to apply to CCS for services under the CCS program. MEMBERS who may be eligible for dental services through the CCS program include those who have been accepted for and are authorized to receive orthodontic services for medically handicapping malocclusion by a CCS-paneled orthodontist, as well as other clients with CCS-eligible conditions such as cleft lip and/or palate, congenital and/or acquired oral and craniofacial anomalies, complex congenital heart disease, seizure disorder, immune deficiencies, cerebral palsy, hemophilia and other blood dyscrasia, malignant neoplasms, including leukemia, rheumatoid arthritis, nephrosis, cystic fibrosis, and organ transplants.

The PLAN shall continue to provide all dentally necessary covered services and case management services for MEMBERS referred to CCS until eligibility for the CCS program is established. Once eligibility for the CCS program is established for a MEMBER, the PLAN shall continue to provide Primary Dental Care and other dentally covered services unrelated to the CCS-eligible condition and will ensure the coordination of services between its Primary Care Dentists, the CCS-specialty providers, and the local CCS Program.

For any further information concerning the CCS program, please contact you local CCS Chapter at 800-288-4584. If you suspect that you have a CCS condition, it is recommended that you also contact your primary care physician.

## SECTION 16. CONTINUITY OF CARE

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

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

MEMBERS may request a copy of the PLAN's Continuation of Care Policy by calling the PLAN's Customer Services Department at (888) 703-6999.

## SECTION 17. FACILITIES

A list of the PLAN's current PROVIDERS, PROVIDER facilities and PROVIDER hours of operations is attached to this Combined Evidence of Coverage and Disclosure Form.

## SECTION 18. PLAN TRANSPORTATION SERVICES

The PLAN provides non-emergency transportation to and from PROVIDER offices for MEMBERS lacking personal transportation or access to public transportation facilities. PLAN transportation is available Monday through Friday 9:00 a.m. to 6:00 p.m. and may be requested by MEMBERS by calling their PROVIDER to arrange shuttle service. MEMBER requests for transportation shall be made no less than ten (10) business days prior to the MEMBER's scheduled appointment and are subject to availability. Front Office Staff is available at each office to assist MEMBERS in contacting taxi services or identifying bus or light rail lines and departure times for MEMBER transportation.

## **SECTION 19. INTERPRETIVE SERVICES**

By contacting a PLAN Member Service Representative at (888) 703-6999, assistance will be given to each prospective MEMBER or current MEMBER in obtaining covered services from PLAN PROVIDERS, maintaining appropriate interpretative services, or arrange for a PLAN interpreter to assist MEMBERS in obtaining covered services at an appropriate PLAN PROVIDER office.

For those who are visually impaired or hearing and speech impaired please use TDD line at 800-430-7077.

For those with limited reading proficiency please contact our Member Services Department at (888) 703-6999.

## **SECTION 20. WORKERS COMPENSATION AND OTHER HEALTH COVERAGE**

If you are injured through the actions of another person (a third party), benefits will be provided under this PLAN and reported to Department of Health Services, Third Party Liability Branch, Recovery Section. If you are hurt in an accident caused by another person, such as an automobile accident, and require dental work, the PLAN will pay your PCD for the services you receive, then provide DHCS information regarding the claim.

If you are injured at work, the services provided to you are payable under Worker's Compensation and NOT under this program.

It is to your advantage to let your PCD know if you have other dental coverage in addition to this program. Most carriers will cooperate with one another to avoid duplicate payments, but still allow you to make use of both programs. Coverage provided under this program is secondary to all other coverage. Benefits paid under this program are determined after benefits have been paid in any other dental care program. Be sure to advise your dentist of all programs under which you have dental coverage so that you will receive all benefits to which you are entitled. For further information please contact the PLAN's Member Services Department.

## **SECTION 21. MEMBERS RESPONSIBILITY AND DENTAL HEALTH MAINTENANCE**

A MEMBER should take responsibility for knowing and understanding the rules and regulations of the PLAN and to abide by them in the interest of quality dental care. The PLAN encourages MEMBER's to actively participate in preventive health care programs run through the schools. All MEMBERS should learn about their dental condition(s) and should follow prescribed treatment plans.

The MEMBER should contact his or her primary care dentist to make a dental appointment. To maintain good oral health you should have an oral examination every year. On the day of the appointment, the MEMBER should arrive at the office five to ten minutes early in order to fill out the necessary paperwork. If the MEMBER cannot keep the appointment, the MEMBER is responsible for calling the dentist and rescheduling at least 24 hours in advance of the appointment.

Each MEMBER has the opportunity to work towards a healthy dental routine by requesting individual counseling from the Primary Care Dentist, adopting positive lifestyle choices, such as brushing with a fluoride toothpaste, flossing, checkups, good diet, avoiding tobacco, not biting hard food, or not opening containers with teeth. Also MEMBERS are encouraged to attend classes held throughout the community addressing health education and promotion, and to read health education materials at each Primary Care Dentist's office.

MEMBERS are also encouraged to visit the PLAN's website at [www.Libertydentalplan.com](http://www.Libertydentalplan.com) to obtain educational information related to oral health or contact the PLAN at (888) 703-6999 to receive a copy.

## **SECTION 22. PROMOTION OF A HEALTHY LIFESTYLE**

The PLAN will ensure that the network of Primary Care Dentists perform preventive services, encouraging providers to conduct MEMBER education, and providing health education materials at each Primary Care Dentist's office.

## **SECTION 23. COMPLAINTS AND DISPUTES**

Any information, dispute or complaint should be directed to the PLAN at:

LIBERTY Dental Plan of California, Inc.  
Complaint/Grievance Department  
P.O. Box 26110  
Santa Ana, CA 92799-6110  
[www.libertydentalplan.com](http://www.libertydentalplan.com)

Grievance Department: (888) 703-6999  
Or (949) 223-0007

Any information, dispute or complaint may furthermore be directed to any PLAN PROVIDER office during regular business hours.



## SECTION 24. GRIEVANCE PROCEDURES

MEMBERS are encouraged to contact the PLAN or any PLAN PROVIDER office concerning any problem they may have experienced with any aspect of the PLAN or its PROVIDERS. The PLAN has a MEMBER grievances procedure to handle complaints or grievances by MEMBERS of the PLAN. MEMBER complaints or grievances may be made in person at the PLAN OFFICE, 340 Commerce, Suite 100, Irvine, CA 92602 from 8:00 a.m. to 5:00 p.m. Monday through Friday (holidays excluded), by telephone at (888) 703-6999 or (949) 223-0007, or in writing to Member Services at the above address, or on the PLAN's website at [www.Libertydentalplan.com](http://www.Libertydentalplan.com). A grievance form is attached to this Combined Evidence of Coverage and Disclosure Form as Attachment "B" and is available at the PLAN office or any PLAN PROVIDER office. Staff will be available at the PLAN office or any PLAN PROVIDER office to assist MEMBERS in completion of this form. MEMBERS will receive written notification of receipt of their complaint/grievance within five (5) days. This notice will include the PLAN's contact person for their complaint. Additionally, the MEMBER will receive a response within thirty (30) days as to resolution of their grievance.

MEMBERS have the right to file a grievance if MEMBERS believe their linguistic needs have not been met. MEMBERS may also file a Request for Assistance to the Department of Managed Health Care after participating in the PLAN's grievance procedure for 30 days.

The PLAN will expedite the review of grievances for cases involving an imminent and serious threat to the health of the MEMBER, including but not limited to, severe pain, potential loss of life, or major bodily function. In cases that require expedited review, the PLAN shall immediately inform the MEMBERS in writing of their right to notify the Department of Managed Health Care of the grievance. The PLAN will also provide MEMBERS and the Department with a written statement of the disposition of pending status of the grievance no later than (3) days from the receipt of the grievance.

For grievances involving the delay, denial, or modification of dental care services, the PLAN's response will describe the criteria used by the PLAN and the clinical reasons for its decision, including all criteria and reasons related to dental necessity. In the event that the PLAN issues a decision delaying, denying, or modifying the dental services based on whole or part on a finding that the proposed services are not a covered benefit under the MEMBER's contract, the PLAN will then clearly specify the decision the provisions in the contract that exclude the coverage.

## **DMHC – Toll-Free Number**

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

## **SECTION 25. APPEALS**

MEMBERS may appeal a grievance decision by first contacting the Plan at 888-703-6999. MEMBERS may appeal grievance decisions by requesting a Fair Hearing from the Department of Social Services by contacting (800) 952-5253. The PLAN will provide annual notification to MEMBERS concerning its grievance procedures as well as periodic notification to MEMBERS of all changes in the PLAN.

### **DHCS – Ombudsman**

The California Department of Health Care Services (DHCS) is responsible for monitoring contractual compliance of all managed care plans who serve Medi-Cal beneficiaries. DHCS has established an Ombudsman Unit with a toll-free number (1-888-452-8609) to receive complaints regarding Medi-Cal managed care plans.

## **SECTION 26. FAIR HEARING**

If you are dissatisfied with the resolution of your complaint or grievance, you may request a fair hearing from the State of California Department of Social Services. Your county social services department can assist you with this request. A fair hearing may be requested at any time during the investigation process; you do not have to wait until LIBERTY completes its investigation.

MEMBER has the right to the Medi-Cal fair hearing process regardless of whether or not a complaint or grievance has been submitted or if the complaint or grievance has been resolved, when a health care service requested by the MEMBER or PROVIDER has not been provided. The State Department of Social Services' Public Inquiry and Response Unit toll free telephone number is **1-800-952-5253**. Or the MEMBER may write to:

Office of the Chief Administrative Law Judge  
State Department of Social Service  
c/o The Department of Health Services  
P.O. Box: 13189  
Sacramento, California 95813-3189

You can represent yourself at the fair hearing, or be represented by a friend, lawyer, or any other person. If you want someone else to represent you, you are responsible for making the arrangements. To get free legal assistance, call the Public Inquiry and Response Unit of the Department of Social Services at the toll-free number listed above. This unit can also help with general information about the fair hearing process.

Requesting a hearing will not affect your eligibility for coverage and you will not be penalized for seeking a hearing. We will maintain confidentiality during the entire grievance process.

## **SECTION 27. PUBLIC POLICY PARTICIPATION**

The PLAN seeks interested MEMBERS to participate in the Public Policy Committee for the purposes of establishing the Public Policy of the PLAN. This committee consists of three (3) PLAN MEMBERS, one (1) PLAN PROVIDER, the PLAN's Dental Director, and the PLAN's Administrator. PLAN MEMBERS and the PLAN PROVIDER shall each serve a three (3) year term while the PLAN's Administrator and Dental Director will be permanent committee members. The PLAN will reimburse MEMBERS \$100.00 per meeting for their participation.

The Public Policy Committee meets quarterly to review the PLAN's performance and future direction of PLAN operations. Information regarding PLAN

operations, grievance log reports, financial operations and the like will be made available to PLAN MEMBERS for review and comment. Recommendations and reports from the Public Policy Committee will be made to the Plan's Board of Directors at the next regularly scheduled Board meeting. Receipt of the recommendations and any reports from the Public Policy Committee shall be considered by the Board of Directors and duly noted in the Board's minutes.

Membership in the Public Policy Committee is voluntary, and will be determined by the entire Public Policy Committee with special consideration being made to the ethnicity, geographic location and economic status of the MEMBER applicants. A Public Policy Committee membership application is attached to this Combined Evidence of Coverage and Disclosure Form as **Attachment "C"**. The PLAN will also annually mail applications to all MEMBERS for membership on the Public Policy Committee as positions on the committee become available.

## **SECTION 28. ORGAN DONATION**

The donation of organs and tissues provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak with your physician. Organ donation begins at the hospital when a patient is pronounced brain dead and identified as a potential organ donor. Any individual who is at least 18 years of age, or an individual who is between 15 and 18 years of age (only upon the written consent of a parent or guardian), has the choice making an organ donation.

An organ donation may be made only by the following:

- 1) A document of donation signed by donor.
- 2) A document of donation signed by another individual and by two witnesses, all of whom signed at the direction and in the presence of the donor and of each other, and state that it has been so signed.
- 3) A document of donation orally made by a donor by means of tape recording in his or her own voice.
- 4) If a document of donation is attached to or imprinted on a donor's motor vehicle driver's license, the document of donation shall comply with the above-mentioned criteria. Revocation, suspension, expiration, or cancellation of the license does not invalidate the organ donation.
- 5) A document of donation may designate a particular physician or surgeon to carry out the appropriate procedures.

## SECTION 29. MEMBER CONFIDENTIALITY

Except as permitted by law, MEMBER information is not released without your or your authorized representative's consent. MEMBER-identifiable information is shared only with our consent or as otherwise permitted by law. The PLAN maintains policies regarding the confidentiality of MEMBER-identifiable information, including policies related to access to dental records, protection of personal health information in all settings, and the use of data for quality measurement. We may collect, use, and share medical information when Medically Necessary or for other purposes as permitted by law (such as for quality review and measurement and research.)

All of the PLAN's employees and PROVIDERS are required to maintain the confidentiality of MEMBER information. This obligation is addressed in policies, procedures, and confidentiality agreements. All PROVIDERS with whom we contract are subject to our confidentiality requirements. In accordance with applicable law, you have the right to review your own medical information and you have the right to authorize the release of this information to others.

**A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED UPON REQUEST. To request a copy, please call our MEMBER Service Department.**

## SECTION 30. ARBITRATION

Should any dispute arise over the terms of this Agreement or administration thereof (except for claims of medical malpractice), which cannot be resolved to the satisfaction of both parties, either party may submit the dispute to binding arbitration. Under binding arbitration, both parties give up their rights to have the dispute decided by jury in a court of law. Either party may refer the dispute to the American Arbitration Association for resolution.

**Binding arbitration is the final process for resolution of any dispute or controversy between a MEMBER or personal representative of the MEMBER, as the case may be, and the PLAN over the services provided to the MEMBER under this Agreement for any dispute or controversy concerning the construction, interpretation, performance or breach of this Agreement. MEMBER agrees that such disputes shall be submitted to binding arbitration under the appropriate rules of the American Arbitration Association ("AAA").**

Each and every disagreement, dispute or controversy, which remains unresolved concerning the construction, interpretation, performance or breach of this Agreement, or the provisions of Covered Services under this Agreement, arising

between a MEMBER or eligible dependent or personal representative of such persons, as the case may be, and the PLAN, its employees or PLAN provider or their medical groups, partners, agents or employees, shall be submitted to binding arbitration in accordance with this Section whether such dispute involves a claim in tort, contract or otherwise. This Section does not include disputes involving medical malpractice. It does include any act or omission which occurs during the term of this Agreement but which may give rise to a claim after the termination of this Agreement.

The MEMBER seeking binding arbitration shall send a written notice to the PLAN at the PLAN's address. The notice shall contain a demand for binding arbitration and a statement describing the nature of the dispute, including the specific issue(s), involving the amount involved, the remedies sought and a declaration that the party seeking binding arbitration has previously attempted to resolve the dispute with the PLAN. For assistance, the MEMBER may also write the AAA at 3055 Wilshire Blvd., 7<sup>th</sup> Floor, Los Angeles, CA 90010-1108, or telephone (213) 383-6515.

In the case of extreme economic hardship, a MEMBER may request from the PLAN information on how to obtain an application for full or partial assumption of the MEMBER's share of fees and expenses incurred by the MEMBER in connection with the arbitration proceedings.

**Health Care Services*****Procedure Code Description*****I. Diagnostic  
(D0100-D0999)**

- D0120 Periodic oral evaluation
- D0140 Limited oral evaluation – problem focused
- D0150 Comprehensive oral evaluation – new or established patient
- D0160 Detailed and extensive oral evaluation – problem focused, by report
- D0170 Re-evaluation – limited, problem focused (established patient; not post-operative visit)
- D0180 Comprehensive periodontal evaluation – new or established patient
- D0210 Intraoral – complete series (including bitewings)
- D0220 Intraoral – periapical first film
- D0230 Intraoral – periapical each additional film
- D0240 Intraoral – occlusal film
- D0250 Extraoral – first film
- D0260 Extraoral – each additional film
- D0270 Bitewing – single film
- D0272 Bitewings – two films
- D0274 Bitewings – four films
- D0277 Vertical bitewings – 7 to 8 films
- D0290 Posterior – anterior or lateral skull and facial bone survey film
- D0310 Sialography
- D0320 Temporomandibular joint arthrogram, including injection
- D0322 Tomographic survey
- D0330 Panoramic film
- D0340 Cephalometric film
- D0350 Oral/Facial images (including intra and extraoral images)
- D0460 Pulp vitality tests
- D0470 Diagnostic casts
- D0502 Other oral pathology procedures, by report
- D0999 Unspecified diagnostic procedure, by report

**II. Preventive  
(D1000-D1999)**

- D1110 Prophylaxis – adult
- D1120 Prophylaxis – child
- D1201 Topical application of fluoride (including prophylaxis) – child
- D1203 Topical application of fluoride (prophylaxis not included) – child

**Health Care Services**

- D1204 Topical application of fluoride (prophylaxis not included) – adult
- D1205 Topical application of fluoride (including prophylaxis) – adult
- D1310 Nutritional counseling for control of dental disease
- D1320 Tobacco counseling for the control and prevention of oral disease
- D1330 Oral hygiene instructions
- D1351 Sealant – per tooth
- D1510 Space maintainer – fixed – unilateral
- D1515 Space maintainer – fixed – bilateral
- D1520 Space maintainer – removable – unilateral
- D1525 Space maintainer – removable – bilateral
- D1550 Re-cementation of space maintainer

**III. Restorative  
(D2000-D2999)**

- D2140 Amalgam – one surface, primary or permanent
- D2150 Amalgam – two surface, primary or permanent
- D2160 Amalgam – three surface, 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 or involving incisal angle (anterior)
- 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
- D2710 Crown – resin (indirect)
- D2721 Crown – resin with predominantly base metal
- D2740 Crown – porcelain/ceramic substrate
- D2751 Crown – porcelain fused to predominantly base metal
- D2781 Crown –  $\frac{3}{4}$  cast predominantly base metal
- D2783 Crown –  $\frac{3}{4}$  porcelain/ceramic
- D2791 Crown – full cast predominantly base metal
- D2910 Recement inlay
- D2920 Recement crown
- D2930 Prefabricated stainless steel crown – primary tooth
- D2931 Prefabricated stainless steel crown – permanent tooth
- D2932 Prefabricated resin crown



**Health Care Services**

- D2933 Prefabricated stainless steel crown with resin window
- D2940 Sedative filling
- D2950 Core buildup, including any pins
- D2951 Pin retention – per tooth, in addition to restoration
- D2952 Cast post and core in addition to crown
- D2953 Each additional cast post – same tooth
- D2954 Prefabricated post and core in addition to crown
- D2955 Post removal (not in conjunction with endodontic therapy)
- D2957 Each additional prefabricated post – same tooth
- D2970 Temporary crown (fractured tooth)
- D2980 Crown repair, by report
- D2999 Unspecified restorative procedure, by report
- D2940 Sedative filling

**IV. Endodontics  
(D3000-D3999)**

- D3110 Pulp cap – direct (excluding final restoration)
- D3120 Pulp cap – indirect (excluding final restoration)
- D3220 Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction application of medicament
- D3221 Pulpal debridement, primary and permanent teeth
- D3230 Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)
- D3240 Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)
- D3310 Anterior (excluding final restoration)
- D3320 Bicuspid (excluding final restoration)
- D3330 Molar (excluding final restoration)
- D3331 Treatment of root canal obstruction; non-surgical access
- D3333 Internal root repair of perforation defects
- D3346 Retreatment of previous root canal therapy – anterior
- D3347 Retreatment of previous root canal therapy – bicuspid
- D3348 Retreatment of previous root canal therapy – molar
- D3351 Apexification/Recalcification – initial visit (apical closure/calcific repair of perforations, root resorption, etc.)
- D3352 Apexification/Recalcification – interim medication replacement (apical closure/calcific repair of perforations, root resorption, etc.)
- D3410 Apicoectomy/Periradicular surgery – anterior
- D3421 Apicoectomy/Periradicular surgery – bicuspid (first root)
- D3425 Apicoectomy/Periradicular surgery – molar (first root)

**Health Care Services**

- D3426 Apicoectomy/Periradicular surgery – (each additional root)
- D3430 Retrograde filling – per root
- D3910 Surgical procedure for isolation of tooth with rubber dam
- D3999 Unspecified endodontic procedure, by report

**V. Periodontics  
(D4000-D4999)**

- D4210 Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant
- D4211 Gingivectomy or gingivoplasty – one to three teeth, per quadrant
- D4260 Osseous surgery (including flap entry and closure) – four or more contiguous teeth or bounded teeth spaces per quadrant
- D4261 Osseous surgery (including flap entry and closure) – one to three teeth, per quadrant
- D4265 Biologic materials to aid in soft and osseous tissue regeneration
- D4341 Periodontal scaling and root planning – four or more contiguous teeth or bounded teeth spaces per quadrant
- D4342 Periodontal scaling and root planning – one to three teeth, per quadrant
- D4355 Full mouth debridement to enable comprehensive evaluation and diagnosis
- D4381 Localized delivery of chemotherapeutic agents via a controlled release vehicle into diseased crevicular tissue, per tooth, by report
- D4920 Unscheduled dressing change (by someone other than treating dentist)
- D4999 Unspecified periodontal procedure, by report

**VI. Prosthodontics (Removable)  
(D5000-D5899)**

- D5110 Complete denture – maxillary
- D5120 Complete denture – mandibular
- D5130 Immediate denture – maxillary
- D5140 Immediate denture – mandibular
- D5211 Maxillary partial denture – resin base (including any conventional clasps, rests and teeth)
- D5212 Mandibular partial denture – resin base (including any conventional clasps, rests and teeth)
- D5213 Maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- D5214 Mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)
- D5410 Adjust complete denture – maxillary

**Health Care Services**

- D5411 Adjust complete denture – mandibular
- D5421 Adjust partial denture – maxillary
- D5422 Adjust partial denture – mandibular
- D5510 Repair broken complete denture base
- D5520 Replace missing or broken teeth – complete denture (each tooth)
- D5610 Repair resin denture base
- D5620 Repair cast framework
- D5630 Repair or replace broken clasp
- D5640 Replace broken teeth – per tooth
- D5650 Add tooth to existing partial denture
- D5660 Add clasp to existing partial denture
- D5730 Reline complete maxillary denture (chairside)
- D5730 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)
- D5850 Tissue conditioning, maxillary
- D5851 Tissue conditioning, mandibular
- D5860 Overdenture – complete, by report
- D5862 Precision attachment, by report
- D5899 Unspecified removable prosthodontic procedure, by report

**VIII. Maxillofacial Prosthetics  
(D5900-D5999)**

- D5911 Facial moulage (sectional)
- D5912 Facial moulage (complete)
- D5913 Nasal prosthesis
- D5914 Auricular prosthesis
- D5915 Orbital prosthesis
- D5916 Ocular prosthesis
- D5919 Facial prosthesis
- D5922 Nasal septal prosthesis
- D5923 Ocular prosthesis, interim
- D5924 Cranial prosthesis
- D5925 Facial augmentation implant prosthesis
- D5926 Nasal prosthesis, replacement
- D5927 Auricular prosthesis, replacement

**Health Care Services**

- D5928 Orbital prosthesis, replacement
- D5929 Facial prosthesis, replacement
- D5931 Obturator prosthesis, surgical
- D5932 Obturator prosthesis, definitive
- D5933 Obturator prosthesis, modification
- D5934 Mandibular resection prosthesis with guide flange
- D5935 Mandibular resection prosthesis without guide flange
- D5936 Obturator prosthesis, interim
- D5937 Trismus appliance (not for TMD treatment)
- D5951 Feeding aid
- D5952 Speech aid prosthesis, pediatric
- D5953 Speech aid prosthesis, adult
- D5954 Palatal augmentation prosthesis
- D5955 Palatal lift prosthesis, definitive
- D5958 Palatal lift prosthesis, interim
- D5959 Palatal lift prosthesis, modification
- D5960 Speech aid prosthesis, modification
- D5982 Surgical stent
- D5983 Radiation carrier
- D5984 Radiation shield
- D5985 Radiation cone locator
- D5986 Fluoride gel carrier
- D5987 Commissure splint
- D5988 Surgical splint
- D5999 Unspecified maxillofacial prosthesis, by report

**VIII. Implant Services  
(D6000-D6199)**

- D6010 Surgical placement of implant body: endosteal implant, by report
- D6020 Abutment placement of substitution: endosteal implant, by report
- D6040 Surgical placement: eposteal implant, by report
- D6050 Surgical placement: transosteal implant, by report
- D6053 Implant/Abutment supported removable denture for completely edentulous arch, by report
- D6054 Implant/Abutment supported removable denture for partially edentulous arch, by report
- D6055 Dental implant supported connecting bar, by report
- D6056 Prefabricated abutment, by report
- D6057 Custom abutment, by report
- D6058 Abutment supported porcelain/ceramic crown, by report

**Health Care Services**

- D6059 Abutment supported porcelain fused to metal crown (high noble metal), by report
- D6060 Abutment supported porcelain fused to metal crown (predominantly base metal), by report
- D6061 Abutment supported porcelain fused to metal crown (noble metal), by report
- D6062 Abutment supported cast metal crown (high noble metal), by report
- D6063 Abutment supported cast metal crown (predominantly base metal), by report
- D6064 Abutment supported cast metal crown (noble metal), by report
- D6065 Implant supported porcelain/ceramic crown, by report
- D6066 Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal), by report
- D6067 Implant supported metal crown (titanium, titanium alloy, high noble metal), by report
- D6068 Abutment supported retainer for porcelain/ceramic FPD, by report
- D6069 Abutment supported retainer for porcelain fused to metal FPD (high noble metal), by report
- D6070 Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal), by report
- D6071 Abutment supported retainer for porcelain fused to metal FPD (noble metal), by report
- D6072 Abutment supported retainer for cast metal FPD (high noble metal), by report
- D6073 Abutment supported retainer for cast metal FPD (predominantly base metal), by report
- D6074 Abutment supported retainer for cast metal FPD (noble metal), by report
- D6075 Implant supported retainer for FPD, by report
- D6076 Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal), by report
- D6077 Implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal), by report
- D6078 Implant/Abutment supported fixed denture for completely edentulous arch, by report
- D6079 Implant/Abutment supported fixed denture for partially edentulous arch, by report
- D6080 Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis, by report
- D6090 Repair implant supported prosthesis, by report

**Health Care Services**

- D6095 Repair implant abutment, by report
- D6100 Implant removal, by report
- D6199 Unspecified implant procedure, by report

**IX. Prosthodontics (Fixed)**

- D6211 Pontic – cast predominantly base metal
- D6241 Pontic – porcelain fused to predominantly base metal
- D6245 Pontic – porcelain/ceramic
- D6251 Pontic – resin with predominantly base metal
- D6721 Crown – resin with predominantly base metal
- D6740 Crown – porcelain/ceramic
- D6751 Crown – porcelain fused to predominantly base metal
- D6781 Crown –  $\frac{3}{4}$  cast predominantly base metal
- D6783 Crown –  $\frac{3}{4}$  porcelain/ceramic
- D6791 Crown – full cast predominantly base metal
- D6930 Recement fixed partial denture
- D6970 Cast post and core in addition to fixed partial denture retainer
- D6971 Cast post as part of fixed partial denture retainer
- D6972 Prefabricated post and core in addition to fixed partial denture retainer
- D6973 Core build up for retainer, including any pins
- D6976 Each additional cast post – same tooth
- D6977 Each additional prefabricated post – same tooth
- D6980 Fixed partial denture repair, by report
- D6999 Unspecified fixed prosthodontic procedure, by report

**X. Oral and Maxillofacial Surgery  
(D7000-D7999)**

- D7111 Coronal remnants – deciduous tooth
- D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
- D7210 Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section tooth
- D7220 Removal of impacted tooth – soft tissue
- D7230 Removal of impacted tooth – partially bony
- D7240 Removal of impacted tooth – completely bony
- D7241 Removal of impacted tooth – completely bony, with unusual surgical complications
- D7250 Surgical removal of residual tooth roots (cutting procedure)
- D7260 Oroantral fistula closure
- D7261 Primary closure of a sinus perforation

**Health Care Services**

- D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
- D7280 Surgical access of an unerupted tooth
- D7281 Surgical exposure of impacted or unerupted tooth to aid eruption
- D7285 Biopsy of oral tissue – hard (bone, tooth)
- D7286 Biopsy of oral tissue – soft (all others)
- D7290 Surgical repositioning of teeth
- D7291 Transseptal fiberotomy/supra crestal fiberotomy, by report
- D7310 Alveoloplasty in conjunction with extractions – per quadrant
- D7320 Alveoloplasty not in conjunction with extractions – per quadrant
- D7340 Vestibuloplasty – ridge extension (secondary epithelialization)
- D7350 Vestibuloplasty – ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)
- 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
- D7413 Excision of malignant lesion up to 1.25 cm
- D7414 Excision of malignant lesion greater than 1.25 cm
- D7415 Excision of malignant lesion, complicated
- D7440 Excision of malignant tumor – lesion diameter up to 1.25 cm
- D7441 Excision of malignant tumor – lesion diameter greater than 1.25 cm
- D7450 Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm
- D7451 Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm
- D7460 Removal of benign nonodontogenic cyst or tumor – lesion diameter up to 1.25 cm
- D7461 Removal of benign nonodontogenic cyst or tumor – lesion diameter greater than 1.25 cm
- D7465 Destruction of lesion(s) by physical or chemical method, by report
- D7471 Removal of lateral exostosis (maxilla or mandible)
- D7472 Removal of torus palatinus
- D7473 Removal of torus mandibularis
- D7485 Surgical reduction of osseous tuberosity
- D7490 Radical resection of mandible with bone graft
- D7510 Incision and drainage of abscess – intraoral soft tissue
- D7520 Incision and drainage of abscess – extraoral soft tissue
- D7530 Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue

**Health Care Services**

- 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)
- 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 and multiple surgical approaches, by report
- 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 surgical approaches, by report
- D7810 Open reduction of dislocation
- D7820 Closed reduction of dislocation
- D7830 Manipulation under anesthesia
- D7840 Condylectomy
- D7850 Surgical discectomy, with/without implant
- D7852 Disc repair
- D7854 Synovectomy
- D7856 Myotomy
- D7858 Joint reconstruction
- D7860 Arthroscopy
- D7865 Arthroplasty
- D7870 Arthrocentesis
- D7871 Non-arthroscopic lysis and lavage
- D7872 Arthroscopy – diagnosis, with or without biopsy
- D7873 Arthroscopy – surgical: lavage and lysis of adhesions
- D7874 Arthroscopy – surgical: disc repositioning and stabilization
- D7875 Arthroscopy – surgical: synovectomy



**Health Care Services**

- D7876 Arthroscopy – surgical: discectomy
- D7877 Arthroscopy – surgical: debridement
- D7880 Occlusal orthotic device, by report
- D7899 Unspecified TMD therapy, by report
- D7910 Suture of recent small wounds up to 5 cm
- D7911 Complicated suture – up to 5 cm
- D7912 Complicated suture – greater than 5 cm
- D7920 Skin graft (identify defect covered, location and type of graft)
- 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 – per sextant or quadrant
- D7945 Osteotomy – body of mandible
- D7946 LeFort I (maxilla – total)
- D7947 LeFort I (maxilla – segmented)
- D7948 LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) – without bone graft
- D7949 LeFort II or LeFort III – with bone graft
  
- D7950 Osseous, osteoperiosteal, or cartilage graft of mandible or facial bones – autogenous or nonautogenous, by report
- D7955 Repair of maxillofacial soft and hard tissue defect, by report
- D7960 Frenulectomy (frenectomy or frenotomy) – separate procedure
- D7970 Excision of hyperplastic tissue – per arch
- D7971 Excision of pericoronal gingival
- D7972 Surgical reduction of fibrous tuberosity
- D7980 Sialolithotomy
- D7981 Excision of salivary gland, by report
- D7982 Sialodochoplasty
- D7983 Closure of salivary fistula
- D7990 Emergency tracheotomy
- D7991 Coronoidectomy
- D7995 Synthetic graft – mandible or facial bones, by report
- D7997 Appliance removal (not by dentist who placed appliance), includes removal or archbar
- D7999 Unspecified oral surgery procedure, by report

**Health Care Services****XI. Orthodontics****(D8000-D8999)**

- D8080 Comprehensive orthodontic treatment of the adolescent dentition (primary dentition, cleft)
- D8080 Comprehensive orthodontic treatment of the adolescent dentition (primary dentition, FGM)
- D8080 Comprehensive orthodontic treatment of the adolescent dentition (mixed dentition, cleft)
- D8080 Comprehensive orthodontic treatment of the adolescent dentition (mixed dentition, FGM)
- D8080 Comprehensive orthodontic treatment of the adolescent dentition (malocclusion)
- D8080 Comprehensive orthodontic treatment of the adolescent dentition (permanent dentition, cleft)
- D8080 Comprehensive orthodontic treatment of the adolescent dentition (permanent dentition, FGM)
- D8210 Removable appliance therapy
- D8220 Fixed appliance therapy
- D8660 Pre-orthodontic treatment visit
- D8670 Periodic orthodontic treatment visit (as part of contract)
- D8680 Orthodontic retention (removal of appliances, construction and placement of retainer(s))
- D8691 Repair of orthodontic appliance
- D8692 Replacement of lost or broken retainer
- D8999 Unspecified orthodontic procedure, by report

**XII. Adjunctive General Services****(D9000-D9999)**

- D9110 Palliative (emergency) treatment of dental pain – minor procedure
- D9210 Local anesthesia not in conjunction with operative or surgical procedures
- D9211 Regional block anesthesia
- D9212 Trigeminal division block anesthesia
- D9215 Local anesthesia
- D9220 Deep sedation/general anesthesia – first 30 minutes
- D9221 Deep sedation/general anesthesia – each additional 15 minutes
- D9230 Analgesia, anxietyolysis, inhalation of nitrous oxide
- D9241 Intravenous conscious sedation/analgesia – first 30 minutes
- D9242 Intravenous conscious sedation/analgesia – each additional 15 minutes
- D9248 Non-intravenous conscious sedation

## BENEFITS SCHEDULE

### ATTACHMENT A

#### Health Care Services

- D9310 Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)
- D9410 House/Extended care facility call
- D9420 Hospital call
- D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
- D9440 Office visit – after regularly scheduled hours
- D9610 Therapeutic drug injection, by report
- D9910 Application of desensitizing medicament
- D9930 Treatment of complications (post-surgical) – unusual circumstances, by report
- D9950 Occlusion analysis – mounted case
- D9951 Occlusal adjustment – limited
- D9952 Occlusal adjustment – complete
- D9999 Unspecified adjunctive procedure, by report



**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**ATTACHMENT C**

**PUBLIC POLICY COMMITTEE APPLICATION**

Thank you for your interest in the Public Policy Committee for LIBERTY Dental Plan of California, Inc. Please complete this form and return by mail. If you are asked to join the Public Policy Committee, you will receive a check for \$100.00 for each meeting that you attend. **Please refer to the appropriate section of this booklet for a description of the Public Policy Committee.**

Name: \_\_\_\_\_

Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Employer: \_\_\_\_\_

Employment Dates: \_\_\_\_\_ to \_\_\_\_\_ Job Title \_\_\_\_\_

Responsibilities: \_\_\_\_\_

**Educational Background: (Circle Highest Level Completed)**

8<sup>th</sup> Grade                  High School Graduate                  Associate of Arts

College Graduate                  Graduate School

**Provide a brief description as to why you would like to serve on LIBERTY Dental Plan of California, Inc.'s Public Policy Committee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

PLEASE MAIL THIS FORM TO:  
**LIBERTY Dental Plan of California, Inc.**  
**Public Policy Committee**  
**P.O. Box 26110**  
**Santa Ana, CA 92799-6110**



**NEW MEMBER CONTINUATION OF CARE  
INFORMATION  
and  
PRIVACY STATEMENT**

Dear New LIBERTY Dental Plan Member:

If you have been receiving care from a dental care provider, you may have a right to keep your dental care provider for a designated time period. Please contact LIBERTY Dental Plan's Member Services Department at (888) 703-6999, and if you have further questions, you are encouraged to contact the Department of Managed Health Care, which protects HMO consumers. You can contact the Department of Managed Health Care by telephone at its toll-free number, 1-888-HMO-2219, or at a TDD number for the hearing impaired at 1-877-688-9891, or online at [www.hmohelp.ca.gov](http://www.hmohelp.ca.gov). You may also obtain a copy of LIBERTY Dental Plan's policy on continuation of care from our Member Services Department. This policy does not apply to a newly covered enrollee covered under an individual subscriber agreement.

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

**Privacy Statement**

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

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

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

## ATTACHMENT D

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

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

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

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

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

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

### **Your Rights**

Under new regulations that will be effective in April 2003, you will have additional rights over your health/dental information. Under the new rules, you will have the right to:



## ATTACHMENT D

- Request restrictions on certain uses and disclosures of your protected health/dental information. However, we are not required to agree to a requested restriction.
- Receive confidential communications of protected health/dental information, using reasonable alternative means or at an alternative address, if communications to your home address could endanger you.
- Inspect and copy protected health/dental information. To obtain a copy of such information, please send us a written request. You also have the right to amend the information if you believe it is incomplete or inaccurate. If we did not create the information, we will refer you to the source, such as your doctor/dentist.
- Receive an accounting of our disclosures of your medical information, except when those disclosures are made for treatment, payment or health care/dental operations, or the law otherwise restricts the accounting. We are not required to give you a list of disclosures made before April 14, 2003.
- If you have agreed to receive this notice electronically, you are still entitled to a paper copy upon request.

### **Complaints**

If you believe your privacy rights have been violated, you have the right to file a complaint with us, and/or with the Federal Government. You will not be penalized for filing a complaint.

### **Copies and Changes**

You have the right to receive an additional copy of this notice at any time.

We reserve the right to change the terms of this notice. A revised notice will be effective for information we already have about you as well as any information we may receive in the future. We are required by law to comply with whatever privacy notice is currently in effect. We will communicate any changes to our notice through subscriber newsletters, direct mail or our website, [www.libertydentalplan.com](http://www.libertydentalplan.com).

### **Contact Information**

If you want to exercise your rights under this notice, or if you wish to communicate with us about privacy issues, or to file a complaint with us, please contact our Member Services Department at (888) 703-6999.

**FEDERALLY REQUIRED ADULT DENTAL SERVICES (FRADS)**

Effective July 1<sup>st</sup> 2009 there has been several changes to the Denti-Cal program. Assembly Bill X3 5 (Evans, Chapter 20, Statutes of 2009-10), the budget trailer bill for the recently signed budget bill, contained a provision for elimination of selected optional benefits under the Medi-Cal program, including most adult dental services, effective July 1, 2009.

Dental services for adults ages 21 and older will no longer be available under the Denti-Cal program, with the following exceptions:

**Exemptions to Eliminated Adult Dental Benefits**

- Medical and surgical services provided by a doctor of dental medicine or dental surgery, which, if provided by a physician, would be considered physician services, and which services may be provided by either a physician or a dentist in this state
- Federal law requires the provision of these services. The services that are allowable as Federally Required Adult Dental Services (FRADS) under this definition have been listed. (Please refer to Table 1 for a list of allowable procedure codes).
- Pregnancy-related services and services for the treatment of other conditions that might complicate the pregnancy
  - This includes 60 days of postpartum care. Services for pregnant beneficiaries who are 21 years of age or older are payable if the procedure is listed under either Table 1 (Federally Required Adult Dental Services) or Table 2 (Allowable Procedure Codes for Pregnant Women).
- Beneficiaries receiving long-term care in an intermediate care facility (ICF) or a skilled nursing facility (SNF), as defined in the *Health and Safety Code* (H&S Code), Section 1250, subdivisions (c) and (d), and licensed pursuant to H&S Code Section 1250, subdivision (k). Dental services do not have to be provided in the facility to be payable.
  - This exception only applies for beneficiaries who reside in a SNF or ICF as defined above. This does not apply to beneficiaries residing in facilities defined under separate sections of the Health and Safety Code such as ICF-Developmentally Disabled (DD), ICF-Developmentally Disabled Habilitative (DDH) or ICF-Developmentally Disabled Nursing (DDN).

**Skilled Nursing Facility (SNF):** A skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

**Intermediate Care Facility (ICF):** An intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but who do not require continuous nursing care.

- **Dental Service Precedent to a Covered Medical Service**
  - Beneficiaries may receive dental services that are necessary (precedent) in order to undergo a covered medical service. The majority of these dental services are covered under the FRADS listed in Table 1. A precedent dental service that is not on the list of FRADS will be evaluated and adjudicated on a case by case basis.

Please contact LIBERTY Dental Plan if you have any questions at (888) 703-6999.

### **Table 1: Federally Required Adult Dental Services (FRADS)**

The following procedure codes will continue as reimbursable procedures for Medi-Cal beneficiaries 21 years of age and older beginning July 1, 2009.

\*Please note: The CDT-4 procedure codes marked with an asterisk (D0220, D0230, D0250, D0260, D0290, D0310, D0322 and D0330) are only payable for Medi-Cal beneficiaries age 21 and older who are not otherwise exempt when the procedure is appropriately rendered in conjunction with another FRADS.

<b>CDT-4 Code</b>	<b>CDT-4 Code Description</b>
D0220*	Intraoral - periapical first film
D0230*	Intraoral - periapical each additional film
D0250*	Extraoral - first film
D0260*	Extraoral - each additional film
D0290*	Posterior - anterior or lateral skull and facial bone survey film
D0310*	Sialography
D0320	Temporomandibular joint arthrogram, including injection
D0322*	Tomographic survey
D0330*	Panoramic film
D0502	Other oral pathology procedures, by report
D0999	Unspecified diagnostic procedure, by report
D2910	Recement inlay
D2920	Recement crown
D2940	Sedative filling
D5911	Facial moulage (sectional)
D5912	Facial moulage (complete)
D5913	Nasal prosthesis
D5914	Auricular prosthesis
D5915	Orbital prosthesis
D5916	Ocular prosthesis
D5919	Facial prosthesis
D5922	Nasal septal prosthesis
D5923	Ocular prosthesis, interim
D5924	Cranial prosthesis
D5925	Facial augmentation implant prosthesis
D5926	Nasal prosthesis, replacement
D5927	Auricular prosthesis, replacement

CDT-4 Code	CDT-4 Code Description
D5928	Orbital prosthesis, replacement
D5929	Facial prosthesis, replacement
D5931	Obturator prosthesis, surgical
D5932	Obturator prosthesis, definitive
D5933	Obturator prosthesis, modification
D5934	Mandibular resection prosthesis with guide flange
D5935	Mandibular resection prosthesis without guide flange
D5936	Obturator prosthesis, interim
D5937	Trismus appliance (not for TMD treatment)
D5953	Speech aid prosthesis, adult
D5954	Palatal augmentation prosthesis
D5955	Palatal lift prosthesis, definitive
D5958	Palatal lift prosthesis, interim
D5959	Palatal lift prosthesis, modification
D5960	Speech aid prosthesis, modification
D5982	Surgical stent
D5983	Radiation carrier
D5984	Radiation shield
D5985	Radiation cone locator
D5986	Fluoride gel carrier
D5987	Commissure splint
D5988	Surgical splint
D5999	Unspecified maxillofacial prosthesis, by report
D6100	Implant removal, by report
D6930	Recent fixed partial denture
D6999	Unspecified fixed prosthodontic procedure, by report
D7111	Coronal remnants - deciduous tooth

<b>CDT-4 Code</b>	<b>CDT-4 Code Description</b>
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)
D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth
D7220	Removal of impacted tooth - soft tissue
D7230	Removal of impacted tooth - partially bony
D7240	Removal of impacted tooth - completely bony
D7241	Removal of impacted tooth - completely bony, with unusual surgical complications
D7250	Surgical removal of residual tooth roots (cutting procedure)
D7260	Oroantral fistula closure
D7261	Primary closure of a sinus perforation
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
D7285	Biopsy of oral tissue - hard (bone, tooth)
D7286	Biopsy of oral tissue - soft (all others)
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
D7413	Excision of malignant lesion up to 1.25 cm
D7414	Excision of malignant lesion greater than 1.25 cm
D7415	Excision of malignant lesion, complicated
D7440	Excision of malignant tumor - lesion diameter up to 1.25 cm
D7441	Excision of malignant tumor - lesion diameter greater than 1.25 cm
D7450	Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25cm

<b>CDT-4 Code</b>	<b>CDT-4 Code Description</b>
D7451	Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm
D7460	Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm
D7461	Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm
D7465	Destruction of lesion(s) by physical or chemical method, by report
D7490	Radical resection of mandible with bone graft
D7510	Incision and drainage of abscess - intraoral soft tissue
D7520	Incision and drainage of abscess - extraoral soft tissue
D7530	Removal of foreign body from mucosa, skin, or subcutaneous alveolar 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
D7620	Maxilla - closed reduction, teeth immobilize, 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 and multiple surgical approaches

<b>CDT-4 Code</b>	<b>CDT-4 Code Description</b>
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 surgical approaches
D7810	Open reduction of dislocation
D7820	Closed reduction of dislocation
D7830	Manipulation under anesthesia
D7840	Condylectomy
D7850	Surgical discectomy, with/without implant
D7852	Disc repair
D7854	Synovectomy
D7856	Myotomy
D7858	Joint reconstruction
D7860	Arthrotomy
D7865	Arthroplasty
D7870	Arthrocentesis
D7872	Arthroscopy - diagnosis, with or without biopsy
D7873	Arthroscopy - surgical: lavage and lysis of adhesions
D7874	Arthroscopy - surgical: disc repositioning and stabilization
D7875	Arthroscopy - surgical: synovectomy



<b>CDT-4 Code</b>	<b>CDT-4 Code Description</b>
D7876	Arthroscopy - surgical: debridement
D7877	Arthroscopy - surgical: debridement
D7910	Suture of recent small wounds up to 5 cm
D7911	Complicated suture - up to 5 cm
D7912	Complicated suture - greater than 5 cm
D7920	Skin graft (identify defect covered, location and type of graft)
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 - per sextant or quadrant
D7945	Osteotomy - body of mandible
D7946	LeFort I (maxilla - total)
D7947	LeFort I (maxilla - segmented)
D7948	LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) - without bone graft
D7949	LeFort II or LeFort III - with bone graft
D7950	Osseous, osteoperiosteal, or cartilage graft of mandible or facial bones - autogenous or nonautogenous, by report
D7955	Repair of maxillofacial soft and hard tissue defect
D7971	Excision of pericoronaral gingiva
D7980	Sialolithotomy
D7981	Excision of salivary gland, by report
D7982	Sialodochoplasty
D7983	Closure of salivary fistula
D7990	Emergency tracheotomy
D7991	Coronoidectomy

<b>CDT-4 Code</b>	<b>CDT-4 Code Description</b>
D7995	Synthetic graft - mandible or facial bones, by report
D7997	Appliance removal (not by dentist who placed appliance), includes removal of archbar
D7999	Unspecified oral surgery procedure, by report
D9110	Palliative (emergency) treatment of dental pain - minor procedure
D9210	Local anesthesia not in conjunction with operative or surgical procedures
D9220	Deep sedation/general anesthesia - first 30 minutes
D9221	Deep sedation/general anesthesia - each additional 15 minutes
D9230	Analgesia, anxiolysis, inhalation of nitrous oxide
D9241	Intravenous conscious sedation/analgesia - first 30 minutes
D9242	Intravenous conscious sedation/analgesia - each additional 15 minutes
D9248	Non-intravenous conscious sedation
D9410	House/extended care facility call
D9420	Hospital call
D9430	Office visit for observation (during regularly scheduled hours) - no other services performed
D9440	Office visit - after regularly scheduled hours
D9610	Therapeutic drug injection, by report
D9910	Application of desensitizing medicament
D9930	Treatment of complications (post - surgical) - unusual circumstances, by report
D9999	Unspecified adjunctive procedure, by report

**Table 2: Allowable Procedure Codes for Pregnant Women**

<b>CDT-4 Code</b>	<b>CDT-4 Code Description</b>
D0120	Periodic oral evaluation
D0150	Comprehensive oral evaluation - new or established patient
D1110	Prophylaxis - adult
D1204	Topical application of fluoride (prophylaxis not included) – adult
D1205	Topical application of fluoride (including prophylaxis) - adult
D4210	Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant
D4211	Gingivectomy or gingivoplasty – one to three teeth, per quadrant
D4260	Osseous surgery (including flap entry and closure) –four or more contiguous teeth or bounded teeth spaces per quadrant
D4261	Osseous surgery (including flap entry and closure) –one to three teeth, per quadrant
D4341	Periodontal scaling and root planing – four or more contiguous teeth or bounded teeth spaces per quadrant
D4342	Periodontal scaling and root planing - one to three teeth, per quadrant
D4920	Unscheduled dressing change (by someone other than treating dentist)
D9951	Occlusal adjustment – limited

