



LIBERTY Dental Plan of Nevada, Inc.

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

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

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

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

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

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

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

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

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

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



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

**Telephone Numbers for
Consumers of Healthcare**

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

The hours of operation of the Division are:

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

The Division local telephone numbers are:

Carson City (775) 687-0700

Las Vegas (702) 486-4009

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

(888) 872-3234

**NV Health Link
Contact Information**

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

The hours of the Nevada Health Link are:

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

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

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

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

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SECTION 1. ELIGIBILITY, ENROLLMENT AND EFFECTIVE DATE**1.1 WHO IS ELIGIBLE*****To be eligible to enroll as a Subscriber, You must:***

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

Your Dependents are eligible if they are:

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

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

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

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

1.2 WHO IS NOT ELIGIBLE

Eligible Dependents do not include:

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

1.3 CHANGES IN ELIGIBILITY STATUS

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

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

Life changes may include:

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

- Transferring, either through residence or work, outside the Service Area.

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

1.4 SPECIAL ELIGIBILITY STANDARDS AND PROCESS FOR AMERICAN INDIANS

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

1.5 ENROLLMENT

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

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

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

1.6 ENROLLMENT THROUGH NV HEALTH LINK

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

Eligibility for Advanced Payment of the Premium Tax Credit

Under this dental plan, Members who are under the age of 19 are eligible up to the end of month they turn 19 to use the Essential Pediatric Dental Benefits and may be eligible to receive Advance Payments of the Premium Tax Credit (APTC).

These are monthly payments the Federal government pays on Your behalf directly to LIBERTY, which can reduce the monthly amount You would pay for these Members.

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

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

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

Data Inconsistency Resolution

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

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

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

1.7 EFFECTIVE DATE OF COVERAGE

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

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

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

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

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

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

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

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

1.8 RIGHT TO DENY MEMBERSHIP

LIBERTY can deny or terminate membership for any person who:

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

1.9 PAYMENT OF PREMIUMS

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

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

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

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

1.10 REFUNDS

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

1.8 RENEWAL

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

SECTION 2. TERMINATION

2.1 TERMINATION BY LIBERTY

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

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

2.2 TERMINATION BY THE SUBSCRIBER

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

2.3 REINSTATEMENT

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

2.4 TERMINATION BY NV HEALTH LINK

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

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

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

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

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

- For individuals who are eligible for the APTC, on the last day of the first month of the 3-month grace period.
- For individuals who are not eligible for the APTC, on the last day of the month for which premium payment was received in full.

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

2.5 EFFECT OF TERMINATION

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

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

SECTION 3. USING THIS PLAN

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

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

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

3.1 REFERRAL TO A SPECIALIST

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

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

If Your specialty referral or pre-authorization is denied or You are dissatisfied with the pre-authorization, You have the right to file a grievance. See EOC section 7, APPEALS AND COMPLAINTS below.

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

3.2 AUTHORIZATION, MODIFICATION OR DENIAL OF SERVICES

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

Specialty services proposed by any Specialist to whom You were referred to must be pre-authorized before rendering treatment, except for Emergency Dental Services. You or Your Provider may call Member Services toll free at (866) 609-0417 for information on pre-authorization of services policies, procedures or the status of Your pre-authorization.

Any Adverse Benefit Determination to deny, delay or modify services will be provided in writing within ten (10) working days of the decision in clear and easily understood language. Such determinations will include information on your right to file an appeal or a complaint and of the expedited external review process. See EOC section 7, for the COMPLAINT, GRIEVANCE AND APPEALS PROCESS.

SECTION 4. COVERED SERVICES

4.1 BENEFITS AVAILABLE

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

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

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

4.2 CLAIM PAYMENTS

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

All claims shall be approved or denied within thirty (30) calendar days after receipt by the Plan unless additional information is requested. If the claim is approved, the claim will be paid within thirty (30) calendar days after it is approved. If the Plan requires additional information, the You will be notified within twenty (20) calendar days after the Plan receives the claim. The claim will be paid or denied within thirty (30) calendar days of the Plan's receipt of all additional information it requested.

If the approved claim is not paid within thirty (30) calendar days after receipt by the Plan, interest will be paid on the claim at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date on which the payment was due, plus 6 percent. The interest must be calculated from 30 calendar days after the date on which the claim is approved until the date on which the claim is paid.

All claims must be submitted to LIBERTY within sixty (60) calendar days from the date expenses were incurred, unless it's shown not to have been reasonably possible to give notice within the time limit, and that notice was furnished as soon as was reasonably possible.

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

To contest the denial of a claim, please refer to the APPEALS AND COMPLAINTS described in section 7 of this EOC.

4.3 LIABILITY FOR PAYMENT

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

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

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

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

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

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

4.4 EMERGENCY SERVICES

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

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

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

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

4.5 SECOND OPINIONS

At no cost to You, You may request a second dental opinion when appropriate, by directly contacting Member Services either by calling the toll-free number (866) 609-0417 or by writing to: LIBERTY Dental Plan of Nevada, P.O. Box 401086, Las Vegas, NV 89140. Your Plan Provider may also request a second dental opinion on Your behalf by submitting a Standard Specialty or Orthodontic Referral form with appropriate X-rays. All requests for a standard second dental opinion are reviewed for approval by LIBERTY within five (5) business days or receipt of such request, or 72 hours of receipt for cases involving imminent and serious threat to Your health, including, but not limited to, severe pain, potential loss of life, limb or major bodily function. Upon approval, LIBERTY will make the appropriate second dental opinion arrangements and advise the attending dentist of Your concerns. You will then be advised of the arrangement, so an appointment can be scheduled. Upon request, You may obtain a copy of LIBERTY's policy description for a second dental opinion.

SECTION 5. PEDIATRIC BENEFITS, EXCLUSIONS AND LIMITATIONS**5.1 PEDIATRIC BENEFITS**

The following is a list of Essential Pediatric Benefits covered by this dental plan. Enrolled members through age 18 are eligible for Pediatric Benefits. For a list of Copayments that apply to each service, please refer to the Benefits Schedule.

Diagnostic Services

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

Preventive Services

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

D1310 Nutritional counseling for control of dental disease
D1330 Oral hygiene instruction
D1351 Sealant, per tooth
D1352 Preventive resin restoration, permanent tooth
D1353 Sealant repair, per tooth
D1510 Space maintainer, fixed, unilateral
D1515 Space maintainer, fixed, bilateral
D1520 Space maintainer, removable, unilateral
D1525 Space maintainer, removable, bilateral
D1550 Re-cement or re-bond space maintainer
D1555 Removal of fixed space maintainer
D1575 Distal shoe space maintainer, fixed, unilateral

Basic Restorative Services

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

Major Restorative Services

D2712 Crown, $\frac{3}{4}$ resin-based composite (indirect)
D2721 Crown, resin with predominantly base metal
D2740 Crown, porcelain/ceramic
D2751 Crown, porcelain fused to predominantly base metal
D2781 Crown, $\frac{3}{4}$ cast predominantly base metal
D2791 Crown, full cast predominantly base metal
D2910 Re-cement or re-bond inlay, onlay, veneer, or partial coverage
D2915 Re-cement or re-bond indirectly fabricated/prefabricated post & core
D2920 Re-cement or re-bond crown
D2930 Prefabricated stainless steel crown, primary tooth
D2931 Prefabricated stainless steel crown, permanent tooth
D2932 Prefabricated resin crown
D2933 Prefabricated stainless steel crown with resin window

D2940 Protective restoration
D2950 Core buildup, including any pins when required
D2951 Pin retention, per tooth, in addition to restoration
D2952 Post & core in addition to crown, indirect fabricated
D2953 Each additional indirect fabric. post, same tooth
D2954 Prefabricated post & core in addition to crown
D2955 Post removal
D2957 Each additional prefabricated post, same tooth
D2960 Labial veneer (resin laminate), chairside
D2961 Labial veneer (resin laminate), laboratory
D2962 Labial veneer (porcelain laminate), laboratory
D2975 Coping
D2980 Crown repair necessitated by restorative material failure

Endodontic Services

D3110 Pulp cap, direct (excluding final restoration)
D3120 Pulp cap, indirect (excluding final restoration)
D3220 Therapeutic pulpotomy (excluding final restoration)
D3222 Partial pulpotomy, apexogenesis, permanent tooth, incomplete root
D3230 Pulpal therapy, anterior, primary tooth (excluding final restoration)
D3240 Pulpal therapy, posterior, primary tooth (excluding final restoration)
D3310 Endodontic therapy, anterior tooth (excluding final restoration)
D3320 Endodontic therapy, premolar tooth (excluding final restoration)
D3330 Endodontic therapy, molar tooth (excluding final restoration)
D3331 Treatment of root canal obstruction; non-surgical access
D3332 Incomplete endodontic therapy; inoperable, unrestorable, fractured tooth
D3351 Apexification/recalcification, initial visit
D3352 Apexification/recalcification, interim medication replacement
D3353 Apexification/recalcification, final visit
D3410 Apicoectomy, anterior
D3421 Apicoectomy, premolar (first root)
D3425 Apicoectomy, molar (first root)
D3426 Apicoectomy, (each additional root)
D3427 Periradicular surgery without apicoectomy
D3430 Retrograde filling, per root
D3450 Root amputation, per root
D3460 Endodontic endosseous implant
D3920 Hemisection, not including root canal therapy
D3950 Canal preparation and fitting of preformed dowel or post

Periodontal Services

D4210 Gingivectomy or gingivoplasty, four or more teeth per quadrant

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

Removable Prosthodontic Services

D5110 Complete denture, maxillary
D5120 Complete denture, mandibular
D5130 Immediate denture, maxillary
D5140 Immediate denture, mandibular
D5211 Maxillary partial denture, resin base
D5212 Mandibular partial denture, resin base
D5213 Maxillary partial denture, cast metal, resin base
D5214 Mandibular partial denture, cast metal, resin base
D5281 Removable unilateral partial denture, one piece cast metal
D5410 Adjust complete denture, maxillary
D5411 Adjust complete denture, mandibular
D5421 Adjust partial denture, maxillary
D5422 Adjust partial denture, mandibular
D5511 Repair broken complete denture base, mandibular

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

Fixed Prosthodontic Services

D6930 Re-cement or re-bond fixed partial denture

Oral & Maxillofacial Services

D7111 Extraction, coronal remnants, primary tooth
D7140 Extraction, erupted tooth or exposed root
D7210 Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth
D7220 Removal of impacted tooth, soft tissue
D7230 Removal of impacted tooth, partially bony
D7240 Removal of impacted tooth, completely bony
D7241 Removal impacted tooth, complete bony, complication
D7250 Removal of residual tooth roots (cutting procedure)
D7260 Oroantral fistula closure
D7261 Primary closure of a sinus perforation
D7270 Tooth reimplantation and/or stabilization, accident
D7280 Exposure of an unerupted tooth

D7283 Placement, device to facilitate eruption, impaction
D7285 Incisional biopsy of oral tissue, hard (bone, tooth)
D7286 Incisional biopsy of oral tissue, soft
D7287 Exfoliative cytological sample collection
D7288 Brush biopsy, transepithelial sample collection
D7290 Surgical repositioning of teeth
D7291 Transseptal fiberotomy/supra crestal fiberotomy, by report
D7292 Placement of temporary anchorage device (screw retained plate) requiring flap
D7293 Placement of temporary anchorage device requiring flap; includes device removal
D7294 Placement of temporary anchorage device without flap; includes device removal
D7310 Alveoplasty with extractions, four or more teeth per quadrant
D7311 Alveoplasty with extractions, one to three teeth per quadrant
D7320 Alveoplasty, w/o extractions, four or more teeth per quadrant
D7321 Alveoplasty, w/o extractions, one to three teeth per quadrant
D7410 Excision of benign lesion, up to 1.25 cm
D7411 Excision of benign lesion, greater than 1.25 cm
D7412 Excision of benign lesion, complicated
D7440 Excision of malignant tumor, up to 1.25 cm
D7441 Excision of malignant tumor, greater than 1.25 cm
D7450 Removal, benign odontogenic cyst/tumor, up to 1.25 cm
D7451 Removal, benign odontogenic cyst/tumor, greater than 1.25 cm
D7460 Removal, benign nonodontogenic cyst/tumor, up to 1.25 cm
D7461 Removal, benign nonodontogenic cyst/tumor, greater than 1.25 cm
D7465 Destruction of lesion(s) by physical or chemical method, by report
D7472 Removal of torus palatinus
D7473 Removal of torus mandibularis
D7490 Radical resection of maxilla or mandible
D7510 Incision & drainage of abscess, intraoral soft tissue
D7511 Incision & drainage of abscess, intraoral soft tissue, complicated
D7520 Incision & drainage of abscess, extraoral soft tissue
D7521 Incision & drainage of abscess, extraoral soft tissue, complicated
D7530 Remove foreign body, mucosa, skin, tissue
D7540 Removal of reaction producing foreign bodies, musculoskeletal system
D7550 Partial ostectomy/sequestrectomy for removal of non-vital bone
D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body
D7610 Maxilla, open reduction (teeth immobilized, if present)
D7620 Maxilla, closed reduction (teeth immobilized, if present)
D7630 Mandible, open reduction (teeth immobilized, if present)
D7640 Mandible, closed reduction (teeth immobilized, if present)
D7650 Malar and/or zygomatic arch, open reduction
D7660 Malar and/or zygomatic arch, closed reduction
D7670 Alveolus, closed reduction, may include stabilization of teeth
D7671 Alveolus, open reduction, may include stabilization of teeth

D7680 Facial bones, complicated reduction with fixation, multiple surgical approaches
D7710 Maxilla, open reduction
D7720 Maxilla, closed reduction
D7730 Mandible, open reduction
D7740 Mandible, closed reduction
D7750 Malar and/or zygomatic arch, open reduction
D7760 Malar and/or zygomatic arch, closed reduction
D7770 Alveolus, open reduction stabilization of teeth
D7771 Alveolus, closed reduction stabilization of teeth
D7780 Facial bones, complicated reduction with fixation and multiple approaches
D7910 Suture of recent small wounds up to 5 cm
D7911 Complicated suture, up to 5 cm
D7912 Complicated suture, greater than 5 cm
D7940 Osteoplasty, for orthognathic deformities
D7941 Osteotomy, mandibular rami
D7943 Osteotomy, mandibular rami with bone graft; includes obtaining the graft
D7944 Osteotomy, segmented or subapical
D7945 Osteotomy, body of mandible
D7946 LeFort I (maxilla, total)
D7947 LeFort I (maxilla, segmented)
D7948 LeFort II or LeFort III, without bone graft
D7949 LeFort II or LeFort III, with bone graft
D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach
D7953 Bone replacement graft for ridge preservation, per site
D7955 Repair of maxillofacial soft and/or hard tissue defect
D7960 Frenulectomy (frenectomy or frenotomy), separate procedure
D7963 Frenuloplasty
D7970 Excision of hyperplastic tissue, per arch
D7971 Excision of pericoronal gingiva
D7980 Surgical sialolithotomy
D7981 Excision of salivary gland, by report
D7982 Sialodochoplasty
D7983 Closure of salivary fistula
D7990 Emergency tracheotomy
D7991 Coronoidectomy
D7996 Implant-mandible for augmentation purposes, by report
D7998 Intraoral placement of a fixation device not in conjunction with a fracture

Medically Necessary Orthodontic Services

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

- D8080 Comprehensive orthodontic treatment of the adolescent dentition
- D8090 Comprehensive orthodontic treatment of the adult dentition
- D8660 Pre-orthodontic treatment examination to monitor growth and development
- D8670 Periodic orthodontic treatment visit
- D8680 Orthodontic retention (removal of appliances, construction and placement of retainer(s))
- D8690 Orthodontic treatment (alternative billing to a contract fee)
- D8693 Re-cement or re-bond fixed retainer
- D8694 Repair of fixed retainers, includes reattachment

Adjunctive General Services

- D9110 Palliative (emergency) treatment, minor procedure
- D9120 Fixed partial denture sectioning
- D9210 Local anesthesia not in conjunction, operative or surgical procedures
- D9212 Trigeminal division block anesthesia
- D9215 Local anesthesia in conjunction with operative or surgical procedures
- D9219 Evaluation for deep sedation or general anesthesia
- D9222 Deep sedation/general anesthesia – first 15 minutes
- D9223 Deep sedation/general anesthesia, each subsequent 15 minute increment
- D9230 Inhalation of nitrous oxide/analgesia, anxiolysis
- D9239 Intravenous moderate (conscious) sedation/analgesia, first 15 minutes
- D9243 Intravenous moderate (conscious) sedation/analgesia, each subsequent 15 minute increment
- D9248 Non-intravenous (conscious) sedation, includes non-IV minimal and moderate sedation
- D9310 Consultation, other than requesting dentist
- D9410 House/extended care facility call
- D9420 Hospital or ambulatory surgical center call
- D9430 Office visit, observation, regular hours, no other services
- D9440 Office visit, after regularly scheduled hours
- D9610 Therapeutic parenteral drug, single administration
- D9612 Therapeutic parenteral drugs, two or more administrations, different meds.
- D9630 Drugs or medicaments dispensed in the office for home use
- D9930 Treatment of complications, post-surgical, unusual, by report
- D9932 Cleaning and inspection of removable complete denture, maxillary
- D9933 Cleaning and inspection of removable complete denture, mandibular
- D9934 Cleaning and inspection of removable partial denture, maxillary
- D9935 Cleaning and inspection of removable partial denture, mandibular
- D9940 Occlusal guard, by report

D9942 Repair and/or reline of occlusal guard
D9950 Occlusion analysis, mounted case
D9951 Occlusal adjustment, limited
D9952 Occlusal adjustment, complete

5.2 EXCLUSIONS

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

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

- Any dental services provided in an inpatient/outpatient hospital setting that is routinely performed by a dentist or dental specialist.
- Consultations for non-covered services.
- Procedures, appliances, or restorations to treat congenital or developmental situations (including supernumerary teeth) or medically induced dental disorders, including, but not limited to, myofunctional treatment (e.g., speech therapy) or myoskeletal dysfunctions, unless otherwise covered as an orthodontic benefit.

5.3 LIMITATIONS

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

- Periodic, comprehensive or periodontal oral evaluations (D0120, D0150 and D0180) are limited to two (2) per plan year.
- Complete series of X-rays (full mouth X-rays) (D0210) is limited to one (1) per eleven (11) month period.
- Panoramic X-ray (D0330) is limited to one (1) per three (3) plan years.
- Occlusal X-ray(s) (D0240) is limited to two (2) per 12-month period.
- Bitewing X-ray(s), single, two (2), three (3), four (4), and vertical (7 to 8) radiographic images (D0270, D0272, D0273, D0274 and D0277) are limited to one (1) per six (6) month period for members nineteen (19) and older.
- Bitewing X-ray(s), single, two (2), and four (4) radiographic images (D0270, D0272, D0274) are limited to one (1) per six (6) month period for children through age eighteen (18).
- Prophylaxis, periodontal maintenance or scaling in the presence of inflammation procedures (D1110, D4910 and D4346) are limited to two (2) per plan year.
- Fluoride treatments (D1206 and D1208) are limited to two (2) per plan year.
- Sealants (D1351) are covered only on the first and second permanent molars (teeth #s 2, 3, 18 and 19), limited to one (1) per tooth per lifetime for children through age eighteen (18).
- Sealant repairs (D1353) are covered only on the first and second permanent molars (teeth #s 2, 3, 18 and 19), limited to one (1) per tooth per lifetime for children through age eighteen (18).

EVIDENCE OF COVERAGE

- Space maintainers (D1510 - D1527) are limited to two (2) per twelve (12) month period, limited to four (4) units per lifetime for children through age eighteen (18).
- Fillings (D2140 - D2160, D2330 - D2335 and D2390 - D2394) are limited to one (1) per tooth per surface per twelve (12) month period. If replacement restoration is less than twelve (12) months old and performed by same dental office or provider, it is not chargeable to the plan or member.
- Resin-based composite crowns (D2390) are limited to one (1) per twelve (12) month period.
- Crowns, inlays, onlays, or fixed partial dentures (“fixed bridges”) (D2510-D2794 and D6205-D6794), per unit, are limited to one (1) per permanent tooth per sixty (60) month period.
- Prefabricated stainless steel crowns, primary teeth(D2930 - D2933) are limited to one (1) per tooth per thirty-six (36) month period, permanent teeth is limited to one (1) per tooth in a lifetime.
- Labial veneers (D2960 - D2962) limited to one (1) per permanent tooth when medically necessary for children through age eighteen (18) and limited to one (1) per permanent tooth per five (5) year period for members nineteen (19) and older.
- Periodontal scaling & root planing (D4341 and D4342) is limited to one (1) per site or quadrant per twelve (12) month period.
- Periodontal maintenance and scaling in presence of moderate or severe inflammation, full mouth after evaluation (D1110, D1120, D4346, D4910) are limited to two (2) per plan year, and includes prophylaxis.
- Other surgical periodontal procedures (D4210 - D4285) limited to one (1) surgical procedure per quadrant per sixty (60) month period
- Full mouth debridement (D4355) is covered one (1) per twenty-four (24) month period for members nineteen (19) and older.
- Full dentures, removable partial dentures and interim removable partial dentures (D5110 - D5226, D5282, D5283, D5820 and D5821) are limited to one (1) per arch per sixty (60) month period. Members must meet medical necessity as determined by a dentist.
- Denture and/or partial denture adjustments (D5410 – D5422) are limited to one (1) per arch per six (6) month period.
- Denture and/or partial relines (D5730 – D5761) are limited to one (1) per arch per six (6) month period.

- Pontics, retainer inlays, onlays, and crowns, associated with a “fixed bridge” (D6205 – D6794), are limited to one (1) per permanent tooth per five (5) year period for members nineteen (19) and older. Member must meet medical necessity as determined by a dentist.
- Orthodontic treatment (D8080 – D8702) is a benefit for children through age eighteen (18) only when the patient’s orthodontic needs meet the medically necessary requirements as determined by a verified score of 26 or higher (or other qualifying conditions) on the HLD Index analysis. All treatment must be prior authorized by the Plan prior to initial orthodontic banding.
- Deep sedation/general anesthesia (D9222 and D9223) is a covered plan benefit only in conjunction with covered oral surgery procedures and covered pediatric procedures.
- Procedures that appear to have a poor prognosis (outcome) as determined by a licensed LIBERTY Dental Director or Staff Dentist are not covered.

SECTION 6. GENERAL PROVISIONS

6.1 RELATIONSHIP OF PARTIES

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

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

6.2 ENTIRE AGREEMENT

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

6.3 CONTESTABILITY

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

6.4 AUTHORITY TO CHANGE THE FORM OR CONTENT OF EOC

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

6.5 IDENTIFICATION CARD

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

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

6.6 NOTICE

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

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

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

6.7 ASSIGNMENT

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

6.8 MODIFICATIONS

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

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

6.9 CLERICAL ERROR

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

6.10 POLICIES AND PROCEDURES

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

6.11 OVERPAYMENTS

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

6.12 RELEASE OF RECORDS

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

6.13 GENDER REFERENCES

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

6.14 AVAILABILITY OF PROVIDERS

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

6.15 GOVERNING LAW

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

6.16 NO WAIVER

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

SECTION 7. COMPLAINT, GRIEVANCES AND APPEALS PROCESS

The LIBERTY Complaint, Grievance and Appeals Procedures are available to You in the event You are dissatisfied with some aspect of the Plan administration, You wish to appeal an Adverse Benefit Determination or there is another concern You wish to bring to LIBERTY's attention.

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

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

7.1 COMPLAINTS

An expression of dissatisfaction from You, or Your authorized Representative, about the Plan or a Plan provider that is submitted over the telephone to a LIBERTY Member Services Department is considered a complaint. Complaints may include, but are not limited to, dissatisfaction with the quality of service you received from dental office staff, LIBERTY staff or a LIBERTY vendor.

The Member Services Representative will attempt to resolve Your complaint over the telephone within 24 hours but no later than the end of the next business day. In the event that the Member Services Representative is unable to resolve the concerns to Your satisfaction, and You wish to pursue the matter further, the Member must file a Grievance.

7.2 GRIEVANCES

Any expression of dissatisfaction that could not be resolved as a Complaint, or a Complaint that was not resolved in a manner that is satisfactory to You or when You choose not to file a Complaint and wish to pursue the matter further. You must file a Grievance.

Grievances must be submitted in writing, with the exception of expedited cases, and may include, but are not limited to, dissatisfaction with payment, reimbursement, availability, delivery or quality of care. Grievances must be submitted to LIBERTY within one hundred eighty (180) days from the date of the event that cause your dissatisfaction.

7.4 EXPEDITED APPEALS

You can ask (either orally or in writing) for an Expedited Appeal of an initial adverse benefit determination for a Pre-Service Claim that You or Your Dentist believes that Your health could be seriously harmed by waiting for a routine appeal decision.

Expedited Appeals are not available for appeals regarding Post-Service Claims. Expedited Appeals must be decided no later than seventy-two (72) hours after LIBERTY receives the appeal, provided all necessary information has been submitted to LIBERTY.

If insufficient information is received, LIBERTY shall notify You as soon as possible, but no later than twenty-four (24) hours after receipt of the claim of the specific information necessary to complete the claim. LIBERTY shall notify You of the appeal determination as soon as possible, but in no case later than forty-eight (48) hours after the receipt of all necessary information.

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

7.3 FIRST LEVEL APPEAL

When You receive an adverse benefit determination or Grievance response from LIBERTY and you do not agree with our decision, you must file a First Level Formal Appeal.

The First Level Appeal must be submitted in writing, with the exception of expedited cases, to LIBERTY within one hundred eighty (180) days of the initial adverse benefit determination. First Level Formal Appeals not filed within the time frame above will be denied due to timely filing, with the exception of good cause for the delay in the submission.

The First Level Appeal must include at least the following information:

- Your name (or name of Member's Authorized Representative), address, and telephone number;
- Your LIBERTY membership ID number;
- A copy of the initial adverse benefit determination, claim number associated with the initial adverse benefit determination or previous Grievance tracking number
- A brief statement of the reason(s) for the appeal, and why the You feels that LIBERTY's previous decision was wrong.

Additionally, You may submit any supporting medical/dental records, Dentist's letters or other information that explains why LIBERTY should approve the services. You can request the assistance of a Member Services Representative at any time during this process. In the event the Grievance and/or First Level Appeals was filed by Your authorized representative, the Plan will require a signed and completed Authorized Representative form.

If LIBERTY does not provide you with a timely resolution in written, the appeal process will be considered exhausted and you can file for an external review from an Independent Review Organization (IRO). See EXTERNAL REVIEW below.

If the resolution to the First Level Appeal is not acceptable to You and You wish to pursue the matter further, You are entitled to file a Second Level Appeal. You will be informed of this right at the time You are informed of the resolution of the First Level Appeal.

7.4 SECOND LEVEL APPEALS

When a First Level Formal Appeal is not resolved in a manner that is satisfactory to You, You may initiate a Second Level Appeal. This appeal must be submitted in writing within thirty (30) days after You were informed of the resolution of the First Level Formal Appeal. You can request the assistance from a Member Services Representative at any time during this process.

You will be entitled to the same reasonable access to copies of all the documents used in the processing of the Grievance or First Level Appeal as referenced above.

IMPORTANT: If You filed a First Level Appeal or Second Level Appeal, of an initial adverse benefit determination issued by LIBERTY, you have the right to appear in person before LIBERTY's Dental Advisory Committee to present any information relative to your case. LIBERTY will make reasonable accommodations for You to participate in the Dental Advisory Committee.

You must submit your request to appear in writing, no later than five (5) business days before the scheduled Committee meeting, including any questions you may have on the initial adverse benefit determination that is the subject of the Appeal. You must also provide LIBERTY with copies of all documents the You may use at the formal presentation (5) business days before the date of the scheduled formal presentation.

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

7.5 SUBMISSION

You must file your Grievance or Appeal in writing, with the exception of expedited cases, to the following:

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

Phone: (866) 609-0417 / TTY: (800) 735-2929 (expedited requests only)

Fax: (833) 250-1814

Online: www.libertydentalplan.com

LIBERTY will provide you a written acknowledgement letter within five (5) business days of receipt of your Grievance and/or Appeal, advising that your concerns were received.

7.6 RESOLUTION

LIBERTY will investigate Your Grievance and/or Appeal and provide you with a written resolution letter within thirty (30) calendar days of receipt of the request by LIBERTY. This period for appeals may be extended by LIBERTY for up to fifteen (15) days, provided that the extension is necessary, LIBERTY notifies You prior to the expiration of the initial thirty (30) day period and provides You with date by which LIBERTY expects to render a decision. If the extension is necessary because we require additional information from you to complete the review, the notice of extension shall specifically describe the required information and You will be afforded at least forty-five (45) days from receipt of the notice to provide the information.

LIBERTY will ensure that your written Grievance and Appeals resolution letter(s) include the following information, as applicable:

- The outcome and specific reason for the Plan's decision
- Any Corrective Actions taken to resolve the Appeal
- The signature of one voting member of the Dental Advisory Committee
- A written description of the positions and titles of the Dental Advisory Committee members involved in making the decision
- Appeals that result in an adverse benefit determination, that uphold or partially upholds the Plan's initial decision will also include the following:
 - A clear and easily understood explanation of the Plan's decision
 - A reference to the specific plan provision used to make the decision
 - A reference to the internal rules, guidelines, protocol or criteria used to make the adverse benefit determination.
 - A reference to the explanation of clinical judgement for Adverse benefit determinations based on medical necessity or experimental treatment.
 - A description of the external appeal process

7.5 APPEALS REGARDING NV HEALTH LINK OR MARKETPLACE DECISION

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

7.4 EXTERNAL REVIEW

After exhausting LIBERTY's internal formal appeal process, or if the Plan did not provide you a written response in a timely manner as discussed above, you can file for an external review. The external review process applies when You receive an adverse benefit determination from LIBERTY that denies services based on medical necessity, appropriateness or effectiveness, health care setting, experimental or investigational treatment or due to rescission of coverage. You will be required to provide an authorization of release of dental/medical records for the external review process.

External review determinations are binding to You, LIBERTY and your Provider and all other associated parties with the exception of other remedies available under applicable state and federal laws. You will not be responsible for any charges or fees associated for the external review with an Independent Review Organization (IRO).

You have four (4) months to submit a request for an external review after date you received our formal appeal response letter.

- The internal appeal process must be exhausted before you can file for an external review unless you file a request for an expedited external review as the same time you request an internal expedited appeal or LIBERTY waives the requirement to exhaust the internal appeal process or LIBERTY failed to provide you with a written appeal response in a timely manner.
- You have the right to request an expedited external review when you receive an adverse benefit determination and you have a medical condition for which the timeframe to complete LIBERTY's internal expedited grievance could seriously jeopardize Your life, health or ability to regain maximum function and You have filed a request for an internal expedited grievance; and
- You have the right to request an expedited external review when you receive a final internal adverse benefit determination and you have a medical condition for which the timeframe to complete LIBERTY's internal expedited grievance could seriously jeopardize Your life, health or ability to regain maximum function or if the final internal adverse benefit determination concerns an admission, availability to care, continued stay or health care service for which you received Emergency Care; and
- You have the right to request an expedite external review at the same time You request an internal expedited grievance and an IRO will determined if the expedited grievances needs to be completed before the expedited external review.

Only expedited requests for external review can be made over the telephone. Standard external review requests must be submitted in writing to the following:

Nevada Office for Consumer Health Assistance
External Review
555 East Washington Avenue, Suite 4800
Las Vegas, NV 89101
Phone: 888-333-1597

7.5 EXTERNAL REVIEW PROCESS

Upon receipt of a request for a preliminary external review, the Nevada Office for Consumer Health Assistance will notify You, LIBERTY, the IRO responsible for reviewing your case and any other associated parties involved within five (5) business days or immediately for expedited cases.

Within five (5) business days, or immediately for expedited cases, of the receipt of the notice from the Nevada Office for Consumer Health Assistance assigning the IRO, LIBERTY must provide all documents and information used in making the adverse benefit determination to the IRO.

The IRO will notify You, LIBERTY, and any other associated parties if any additional information is required to conduct the review of the adverse benefit determinations. Any required additional information must be provided to the IRO within five (5) business days from the date of the notice. The IRO will provide any new information that was not considered in the final adverse benefit determination to LIBERTY within one (1) business day from receipt.

After the IRO completes the external review, a written notification will be issued to You, LIBERTY and any other associated parties within fifteen (15) days, 72 hours for expedited cases, after the receive of all required information to make a determination. If the IRO decision overturns LIBERTY's adverse benefit determination, LIBERTY will immediately approve the services that were the subject of the adverse benefit determination.

7.5 ARBITRATION

If You are not satisfied with the results of LIBERTY's Grievance and Appeals resolution process, and all the resolution procedures have been exhausted, the matter can be submitted to arbitration for resolution. If You believe that some conduct arising from or relating to Your participation as a LIBERTY, including contract or medical liability, the matter shall be settled by arbitration. The arbitration will be conducted according to the American Arbitration Association rules and regulations in force at the time of the occurrence of the dispute or controversy.

SECTION 8. REPORTING FRAUD, WASTE, & ABUSE:

LIBERTY is dedicated to ensuring that it complies with all applicable Federal and state laws, rules, regulations and procedures, including Health Insurance Marketplace requirements, in a timely and effective manner. All LIBERTY Board Members, officers, employees, contractors, providers and members are expected to meet these various legal requirements. For these reasons, LIBERTY has developed and instituted a Corporate Compliance Plan. The Compliance Plan is designed to ensure LIBERTY fulfills all statutory and contractual obligations in a fair, accurate and consistent manner.

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

DEFINITIONS:

Fraud – includes, but is not limited to, “knowingly making or causing to be made any false or fraudulent claim for payment of a health care benefit.” Fraud also includes fraud or misrepresentation by a Subscriber or Member with respect to coverage of individuals and fraud or deception in the use of the services or facilities of LIBERTY or knowingly permitting such fraud or deception by another.

Waste – means the thoughtless or careless expenditure, consumption, mismanagement, use, or squandering of resources. Waste also includes incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls. Waste does not normally lead to an allegation of “fraud,” but it could.

Abuse – means the excessive, or improper use of something, or the use of something in a manner contrary to the natural or legal rules for its use; the intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of resources; or extravagant or excessive use so to abuse one’s position or authority. “Abuse” does not necessarily lead to an allegation of “fraud,” but it could.

Policy:

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

Initial Identification:

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

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

LIBERTY’S Compliance email: compliance@libertydentalplan.com

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

LIBERTY’S SIU email: SIU@libertydentalplan.com

EVIDENCE OF COVERAGE

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

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

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

E-mail: fraudnet@gao.gov

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

SECTION 9. OTHER PROVISIONS

9.1 COORDINATION OF BENEFITS

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

9.2 THIRD PARTY LIABILITY

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

9.3 ACCESS TO PATIENT RECORDS

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

9.4 NON-DISCRIMINATION

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

9.5 FILING CLAIMS

As stated throughout this document, You are not required to file claims directly with LIBERTY. Your general dental services are arranged with the participating general dentist who submits claims or encounters on Your behalf. Your specialty care services are reported to LIBERTY via the specialist. If You receive services out-of-network due to an emergency after-hours or out-of-area situation, consult the section above for submitting Your expenses to LIBERTY to receive reimbursement (see Section 4.4 Emergency Services above).

SECTION 10. GLOSSARY

“Adverse Benefit Determination” means a decision by the Plan or utilization review organization that an admission, availability of care, continued stay or other health care service that is a covered benefit has been reviewed and, based upon the information provide, does not meet the Plan’s requirements for medical necessity, appropriateness, health care setting, level of care of effectiveness and the requested service or payment for the services is denied, in whole or in part, reduced or terminated.

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

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

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

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

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

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

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

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

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

“Dental Advisory Committee (DAC)”: A committee of three (3) or more individuals, which may include a Dental Director or Staff Dentist when necessary to evaluate clinical issues.

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

“Dentally/Medically Necessary” or **“Necessary”** means services or products that a dentist would provide to a patient to prevent, diagnose or treat an illness, injury, disease, or any symptoms thereof, that are necessary and:

- Provided in accordance with generally accepted standards of dentistry
- Clinically appropriate with regards to the type, frequency, extent, location and duration
- Not primarily provided for the convenience of the patient or dentist
- Required to improve specific health conditions of the patient or to preserve the existing state of health of the patient
- The most clinically appropriate level of care that can be provided safely

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

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

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

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

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

- meets the eligibility requirements of the Plan as set forth in Section 1 of this EOC, including services pursuant to the plan purchased through NV Health Link;

- is enrolled under this Plan; and
- for whom premiums have been paid.

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

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

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

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

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

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

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

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

“External Review”: An appeal conducted by an Independent Review Organization.

“Grievances and Appeals Analyst”: An employee of LIBERTY whose primary duty is to research and process Your complaints, grievances or appeals.

“Independent Review Organization”: A Nevada certified company, that is not associated with LIBERTY or LIBERTY Providers, who conducts independent reviews of an adverse benefit determinations.

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

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

“Member Services Representative”: An employee of LIBERTY that is assigned to assist the Member or the Member’s authorized representative in filing a grievance or an appeal of an Adverse Benefit Determination with LIBERTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. NOTICE OF NON-DISCRIMINATION