



**Evidence of Coverage
and Disclosure Statement
Individual Dental Plan**

Evidence of Coverage and Disclosure Statement

This Evidence of Coverage provides a detailed summary of how your SafeGuard dental plan operates, your entitlements, and the plan's restrictions and limitations. **However, this combined Evidence of Coverage and Disclosure Statement constitutes only a summary of the health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage.**

This Evidence of Coverage and Disclosure Statement is subject to Chapter 2.2 of Division 2 of the California Health and Safety Code (commonly referred to as the Knox-Keene Act) and the regulations issued thereto by the Department of Managed Health Care. Should either the law or the regulations be amended, such amendments shall automatically be deemed to be a part of this document and shall take precedence over any inconsistent provision of this contract. Any provision required to be in this Evidence of Coverage and Disclosure Statement by either law or the regulation shall automatically bind SafeGuard.

Entire Contract

SafeGuard typically contracts with an Individual, such as yourself to provide benefits. Your application, Enrollment Form, this Evidence of Coverage and any attachments or inserts including the Schedule of Benefits with Exclusions and Limitations, constitutes the entire agreement between the parties. To be valid, any change in the contract must be approved by an officer of SafeGuard and attached to it. No agent may change the Contract or waive any of the provisions. Should any provision herein not conform to applicable laws, it shall be construed as if it were in full compliance thereof.

Evidence of Coverage and Disclosure Statement

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Who May Enroll

You may enroll yourself and your dependents, provided each meets eligibility requirements and/or the Service Area and Dependent Coverage requirements listed below.

Service Area

The Service Area is the geographical area in which SafeGuard has a panel of Selected General Dentists and Specialists who have agreed to provide care to SafeGuard members. To enroll in the SafeGuard plan, you must reside, live, or work in the Service Area, and the permanent legal residence of any enrolled dependents must be:

- The same as yours;
- In the Service Area with the person having temporary or permanent conservatorship or guardianship of such dependents, where the Subscriber has legal responsibility for the health care of such dependents;
- In the Service Area under other circumstances where you are legally responsible for the health care of such dependents; or
- In the Service Area with your spouse.

Dependent Coverage

SafeGuard defines eligible dependents to be:

- Your lawful spouse or registered domestic partner.
- Your unmarried children or grandchildren up to age 25 for whom you provide care (including adopted children, step-children, or other children for whom you are required to provide dental care pursuant to a court or administrative order).
- Your children who are incapable of self-sustaining employment and support due to a developmental disability or physical handicap.

When Coverage Begins

Coverage for you and your enrolled dependents will begin on the date in your enrollment materials. Newborn children are covered the first day of the month following the date of birth and legally adopted children, foster children and stepchildren are covered the first day of the month following placement as long as SafeGuard is notified within thirty (30) days and any prepayment fee is paid within that period.

Choice of Provider

When you enroll in the SafeGuard plan, you and each enrolled family member must choose a Selected General Dental Office from our SafeGuard network. Each family member may select a different dental office. Please refer to the Directory of Participating Dentists for a complete listing of Selected General Dental Offices. Or you may access our website at www.safeguard.net to view SafeGuard General Dentists in your home or work zip codes.

Facilities

A complete list of contracted facilities is contained in the Directory of Participating Dentists.

New Patient and Routine Services

As a SafeGuard member, you have the right to expect that the first available appointment time for new patient or routine dental care services is within four (4) weeks of your initial request. If your schedule requires that an appointment be scheduled on a specific date, day of the week, or time of day, the Selected General Dentist may need additional time to meet your special request.

Making an Appointment

Once your coverage begins, you may contact the Selected General Dental Office you selected at enrollment to schedule an appointment. SafeGuard Selected General Dental Offices are open in accordance with their individual practice needs. When scheduling an appointment, please identify yourself as a SafeGuard member. Your Selected General Dental Office will also need to know your chief dental concern and basic personal data. Arrive early for your first appointment to complete any paperwork. There is an office visit co-payment on some plans and also be aware that there is a charge for missing your appointment. Your first visit to your dentist will usually consist of x-rays and an examination only. By performing these procedures first, your dentist can establish your treatment plan according to your overall health needs.

We recommend that you take this brochure with you on your appointment, along with the enclosed Schedule of Benefits. Remember, only dental services listed as covered benefits in the Schedule of Benefits and provided by a SafeGuard Dentist are covered.

Uniform Health Plan Benefits and Coverage Matrix

This matrix is designed to help you compare covered benefits and is a summary only. Please review this Evidence of Coverage and the Schedule of Benefits for a detailed description of covered benefits, exclusions and limitations.

Category	Co-payments and Limitations
Deductibles	Your plan may have a deductible (co-payment) for services listed in your plan's Schedule of Benefits.
Lifetime Maximums	Not applicable.
Professional Services	Covered professional services are provided by Participating Dentists.
Emergency Health Coverage	Not applicable.
Ambulance Services	Not applicable.
Prescription Drug Coverage	Not applicable.
Durable Medical Equipment	Not applicable.
Mental Health Services	Not applicable.
Chemical Dependency Services	Not applicable.
Home Health Services	Not applicable.
Other	Please review your plan's Schedule of Benefits for more details on covered services.

Specialist Referrals

During the course of treatment, you may require the services of a Specialist. Your Selected General Dental Office will submit all required documentation to SafeGuard and SafeGuard will advise you of the name, address, and telephone number of the Specialist who will provide the required treatment. These services are available only when the dental procedure cannot be performed by the Selected General Dental Office due to the severity of the problem. Some SafeGuard plans require that specialty referrals be authorized in writing from SafeGuard while others incorporate a direct or self-referral process. Full information is contained in your plan Schedule of Benefits.

Changing Your Selected General Dental Office

You have control over your choice of dental offices, and you can make changes at any time. If you would like to change your Selected General Dental Office, please contact Member Services at **(800) 880-1800**. Our associates will help you locate a dental office most convenient to you. The transfer will be effective on the first day of the month following the transfer request. You must pay all outstanding charges owed to your dentist before you transfer to a new dentist. In addition, you may have to pay a fee for the cost of duplicating your x-rays and dental records.

Second Opinions

You may request a second opinion if you have unanswered questions about diagnosis, treatment plans, and/or the results achieved by such dental treatment. Contact SafeGuard's Member Services Department either by calling **(800) 880-1800** or sending a written request to the following address:

**SafeGuard
c/o Member Services
PO Box 3594
Laguna Hills, CA 92654-3594**

In addition, your Selected General Dentist or SafeGuard may also request a second opinion on your behalf. There is no second opinion consultation charge to you. You will be responsible for the office visit co-payment as listed on your Schedule of Benefits.

Reasons for a second opinion to be provided or authorized shall include, but are not limited to, the following:

- (1) If you question the reasonableness or necessity of recommended surgical procedures.
- (2) If you question a diagnosis or plan of care for a condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment, including, but not limited to, a serious chronic condition.
- (3) If the clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating dentist is unable to diagnose the condition, and the enrollee requests an additional diagnosis.
- (4) If the treatment plan in progress is not improving your dental condition within an appropriate period of time given the diagnosis and plan of care, and you request a second opinion regarding the diagnosis or continuance of the treatment.

Requests for second opinions are processed within five (5) business days of receipt by SafeGuard of such request, except when an expedited second opinion is warranted; in which case a decision will be made and conveyed to you within 24 hours. Upon approval, SafeGuard will contact the consulting dentist and make arrangements to enable you to schedule an appointment. All second opinion consultations will be completed by a contracted dentist with qualifications in the same area of expertise as the referring dentist or dentist who provided the initial examination or dental care services. You may obtain a copy of the second dental opinion policy by contacting SafeGuard's Member Services Department by telephone at the toll-free number indicated above, or by writing to SafeGuard at the above address.

No co-payment is required for a second opinion consultation. Some plans do require a co-payment for an office visit.

Your Financial Responsibility: Prepayment Fee

Your prepayment fee is the amount you pay SafeGuard for your dental benefits. It is due and payable either annually or by monthly bank draft, according to your agreement with SafeGuard. Please refer to the co-payment section, below, for information relating to your co-payments under this plan. The prepayment fee is not the same as a co-payment.

Co-payments

When you receive care from either a Selected General Dentist or Specialist, you will pay the co-payment described on your Schedule of Benefits enclosed with this Evidence of Coverage. When you are referred to a Specialist, your co-payment may be either a fixed dollar amount, or a percentage of the dentist's usual and customary fee. Please refer to the Schedule of Benefits for specific details. When you have paid the required co-payment, if any, you have paid in full. If SafeGuard fails to pay the contracted provider, you will not be liable to the provider for any sums owed by SafeGuard. If you choose to receive services from a non-contracted provider, you may be liable to the non-contracted provider for the cost of services unless specifically authorized by SafeGuard or in accordance with emergency care provisions. SafeGuard does not require claim forms.

Other Charges

All other charges you may be required to pay under this plan are listed in the Schedule of Benefits.

Member Services

SafeGuard provides toll-free access to our Member Services Associates to assist you with benefit coverage questions, resolving problems or changing your dental office. SafeGuard's Member Services can be reached Monday through Friday at **(800) 880-1800** from 6:00 a.m. to 7:00 p.m., and Saturdays 8:00 a.m. to 1:00 p.m. Pacific Time. Automated service is also provided after hours for eligibility verification and dental office transfers.

Emergency Dental Services

Emergency dental services are dental procedures administered in a dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain, or acute infection that would lead a reasonably prudent lay person possessing average knowledge of dentistry to believe that immediate care is needed.

All Selected General Dental Offices provide emergency dental services twenty-four (24) hours a day, seven (7) days a week and SafeGuard encourages you to seek care from your Selected General Dentist. **If you require emergency dental services, you may go to any dental provider, go to the closest emergency room, or call 911 for assistance, as necessary. Prior Authorization for emergency dental services is not required.**

Your reimbursement from SafeGuard for emergency dental services, if any, is limited to the extent the treatment you received directly relates to emergency dental services – i.e. to evaluate and stabilize the dental condition. All reimbursements will be allocated in accordance with your plan benefits, subject to any exclusions and limitations. Hospital charges and/or other charges for care received at any hospital or outpatient care facility that are not related to treatment of the actual dental condition are not covered benefits.

If you receive emergency dental services, you will be required to pay the charges to the dentist and submit a claim to SafeGuard for a benefits determination. If you seek emergency dental services from a provider located more than 25 miles away from your Selected General Dentist, you will receive emergency benefits coverage up to a maximum of \$50, less any applicable co-payments.

To be reimbursed for emergency dental services, you must notify Member Services within forty-eight (48) hours after receiving such services. If your physical condition does not permit such notification, you must make the notification as soon as it is reasonably possible to do so. Please include your name, family ID number, address and telephone number on all requests for reimbursement. In the event of a dental emergency and you are within 25 miles of your Selected General Dental Office, simply contact your dentist who will make reasonable arrangements for such emergency dental care. If your dentist isn't available, you must contact SafeGuard's Member Services Department at (800) 880-1800 for assistance.

If you are more than twenty-five (25) miles from your chosen Selected General Dental Office, or you cannot reach your dentist or SafeGuard's Member Services, you may obtain emergency dental services from any licensed dentist. To be reimbursed for a dental emergency, you must notify Member Services within forty-eight (48) hours after receiving dental emergency care services. If your physical condition does not permit such notification within the prescribed time, the member must make the notification as soon as it is reasonably possible to do so.

If you do not require emergency dental services and a delay in receiving treatment would not be detrimental to your health, please contact your

Selected General Dental Office or SafeGuard's Member Services Department at (800) 880-1800 to make reasonable arrangements for your care.

Grievance Procedures

If you or one of your eligible dependents has a grievance with us or your dentist, you may orally submit such grievance by calling our Member Services Department at **(800) 880-1800**. We will permit grievances which are filed within 180 days of the occurrence or incident that is the subject of the grievance.

You may also submit a completed written grievance form (available by calling the Member Services number) or a detailed summary of your grievance to:

**SafeGuard
c/o Quality Management Department
PO Box 3532
Laguna Hills, CA 92654-3532**

You may also file a written grievance via our website at www.safeguard.net. Please click on Members, then Forms to Print, and then Grievance Forms.

Please be sure to include your name (patient's name, if different), Member Identification Number, facility (or Selected General Dental Office) name and number on all written correspondence.

We agree, subject to our Complaint Procedure, to duly investigate and endeavor to resolve any and all complaints received from Members regarding the plan. We will confirm receipt of your complaint in writing within five (5) calendar days of receipt. We will resolve the complaint and communicate the resolution in writing within thirty (30) calendar days.

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 **1-800-880-1800** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature

and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(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.

In the event of an urgent grievance, which involves an imminent and serious threat to your health, including, but not limited to, severe pain, potential loss of life, limb or major bodily function, you are not required to participate in SafeGuard's grievance process and may directly contact the California Department of Managed Health Care, as referenced above, for review of the urgent grievance.

Arbitration

Each and every disagreement, dispute or controversy which remains unresolved concerning the construction, interpretation, performance or breach of this contract, or the provision of dental services under this contract after exhausting SafeGuard's complaint procedures, arising between the organization, a member or the heir-at-law or personal representative of such person, as the case may be, and SafeGuard, its employees, officers or directors, or participating dentist or their dental groups, partners, agents, or employees, may be voluntarily submitted to arbitration in accordance with the American Arbitration Association rules and regulations, whether such dispute involves a claim in tort, contract or otherwise. This includes, without limitation, all disputes as to professional liability or malpractice, that is as to whether any dental services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered. It also includes, without limitation, any act or omission which occurs during the term of this contract but which gives rise to a claim after the termination of this contract. Arbitration shall be initiated by written notice to the President, SafeGuard Health Plans, Inc., P.O. Box 30900, Laguna Hills, California 92654-0900. The notice shall include a detailed description of the matter to be arbitrated.

Changes To Your Coverage: Termination of Benefits

Your coverage may be cancelled for any reason, after not less than 60 days written notice by either you or SafeGuard.

Your coverage may be cancelled after not less than 30 days written notice for:

- Non-payment of amounts due under the contract, except no written notice will be required for failure to pay premium.
- Failure to establish a satisfactory dentist-patient relationship and if it is shown that SafeGuard has, in good faith, provided you with the opportunity to select an alternative dentist.

- Neither residing, living, or working in the service area or area for which SafeGuard is authorized to do business.

Your coverage may be cancelled after not less than 15 days written notice for:

- An intentional misrepresentation, except as limited by statute.
- Fraud in the use of services or facilities.
- Such other good cause as is agreed upon in the contract.

Your coverage may be cancelled immediately:

- Subject to continuation of coverage and conversion privilege provisions, if applicable, if you do not meet eligibility requirements other than the requirements that you live or work in the service area.
- For any misconduct detrimental to safe plan operations and the delivery of services.

If you fail to pay the prepayment fees through and including the final month of the contract, all coverage may be terminated at the end of the grace period, and you may be responsible for the usual and customary fees for any services received from your Selected General Dentist or Specialist during the period the prepayment fees went unpaid, including the grace period.

Enrollment will be cancelled as of the last day for which payment has been received, subject to compliance with notice requirements.

Orthodontic treatment is governed by the orthodontic limitations listed on your schedule of benefits. If you terminate coverage from the plan after the start of orthodontic treatment, you will be responsible for any additional incurred charges for any remaining orthodontic treatment.

Renewal Provisions

You have contracted with SafeGuard to provide services for the time period specified in the contract. Your coverage under the plan is guaranteed for that time period so long as you meet the eligibility requirements under the plan. When the contract expires, it may be renewed. If renewed, it is possible that the terms of the plan may have been changed. If changes to benefits, co-payments or premiums have been made to a renewed contract, you will be notified you not less than thirty (30) days before the effective date.

Reinstatement

Receipt by SafeGuard of the proper prepaid or periodic payment after cancellation of the contract for non-payment shall reinstate the contract as though it had never been cancelled if such payment is received on or before the due date of the succeeding payment.

An enrollee or subscriber who alleges that his or her enrollment has been canceled or not renewed because of his or her health status or requirements for health care services may request a review by the Director of the California Department of Managed Health Care. If the Director determines that a proper complaint exists, the Director shall notify SafeGuard. Within 15 days after receipt of such notice, SafeGuard shall either request a hearing or reinstate the enrollee or subscriber. If, after a hearing, the Director determines that the cancellation or failure to renew is improper, the Director shall order SafeGuard to reinstate the enrollee or subscriber. A reinstatement pursuant to this provision shall be retroactive to the time of cancellation or failure to renew and SafeGuard shall be liable for the expenses incurred by the subscriber or enrollee for covered health care services from the date of cancellation or non-renewal to and including the date of reinstatement.

Member Rights

During the term of the contract between you and SafeGuard, SafeGuard guarantees that it will not decrease any benefits, increase any co-payment, or change any exclusion or limitation. SafeGuard will not cancel or fail to renew your enrollment in this Plan because of your health condition or your requirements for dental care. Your Selected General Dental Office is responsible to you for all treatment and services, without interference from SafeGuard.

However, your Selected General Dentist must follow the rules and limitations set up by SafeGuard and conduct his or her professional relationship with you within the guidelines established by SafeGuard. If SafeGuard's relationship with your Selected General Dental Office ends, your dentist is obligated to complete any and all treatment in progress. SafeGuard will arrange a transfer for you to another dentist to provide for continued coverage under the Plan. As indicated on your enrollment form, your signature authorizes SafeGuard to obtain copies of your dental records, if necessary.

As a member, you have the right to...

- Be treated with respect, dignity and recognition of your need for privacy and confidentiality.
- Express complaints and be informed of the complaint process.
- Have access and availability to care and access to and copies of your dental records.
- Participate in decision-making regarding your course of treatment.
- Be provided information regarding Selected General Dental Offices.
- Be provided information regarding the services, benefits and specialty referral process provided by SafeGuard.

Member Responsibilities

As a member, you have the responsibility to...

- Identify yourself to your Selected General Dental Office as a SafeGuard member. If you fail to do so, you may be charged the dentist's usual and customary fees instead of the applicable co-payment, if any.
- Treat the dentist and his or her office staff with respect and courtesy and cooperate with the prescribed course of treatment. If you continually refuse a prescribed course of treatment, your Selected General Dentist or Specialist has the right to refuse to treat you. SafeGuard will facilitate second opinions and will permit you to change your Selected General Dental Office; however, SafeGuard will not interfere with the dentist-patient relationship and cannot require a particular dentist to perform particular services.
- Keep scheduled appointments or contact the dental office twenty-four (24) hours in advance to cancel an appointment. If you do not, you may be charged a missed appointment fee.
- Make co-payments at the time of service. If you do not, the dentist may collect those co-payments from you at subsequent appointments and in accordance with their policies and procedures.
- Notify SafeGuard of changes in family status. If you do not, SafeGuard will be unable to authorize dental care for you and/or your family members.

The following definitions are used in this Evidence of Coverage.

Arbitration

A non-court proceeding which is used to solve legal disputes. It is usually held before an attorney or judge who weighs the evidence and renders a binding decision, which has the force of law. Arbitration is an efficient alternative to a trial court proceeding for resolving legal disputes.

Co-payment

The amount listed on the Schedule of Benefits for covered services that the member is required to pay at the time of treatment.

Dental Records

A single complete record kept at the site of your dental care. Dental records refers to diagnostic aids, such as intraoral and extra-oral radiographs, written treatment records including, but not limited to, progress notes, dental or periodontal chartings, treatment plans, specialty referrals, consultation reports or other written material relating to an individual's medical and dental history, diagnosis, condition, treatment and/or evaluation.

Dependent

Eligible family members of a subscriber who is enrolled in SafeGuard. (See Dependent Coverage).

Emergency Dental Services

Dental services rendered for the relief of acute pain, bleeding, infection, fever, or for conditions that may result in disability or death, and where delay of treatment would be medically inadvisable.

Medically Necessary

Covered services that are necessary and meet with professionally recognized standards of practice. The fact that a dentist may prescribe, order, recommend or approve a service or material does not, in itself, make it medically necessary, or make it a covered service and material even though it is not listed in this Policy or the Schedule of Benefits as an exclusion.

Member

An individual enrolled in the SafeGuard dental plan.

Plan

Coverage for specified dental care services purchased by an Organization for its members for a fixed, periodic payment made in advance of treatment. Such plans often include the use of fixed co-payments to clarify the financial obligation of covered dental care, and are subject to Exclusions and Limitations.

Prepayment Fee

The monthly fee paid to SafeGuard by your Organization. The prepayment fee is not the same as a co-payment.

Selected General Dentist

A SafeGuard contracting dentist who agrees in writing to provide dental services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

Service Area

The Service Area is the geographical area in which SafeGuard has a panel of Selected General Dentists and specialists who have agreed to provide care to SafeGuard members.

Subscriber

The person, usually the employee, who represents the family unit in relation to the dental benefit program. Also known as: certificate holder, enrollee.

Termination of Benefits

A member's loss of program eligibility and disenrollment from the plan. Reason for termination of benefits are detailed within this document.