Combined Evidence of Coverage and Disclosure Form

Individual Dental and Vision Plan

Benefits provided by SafeGuard Health Plans, Inc.
Dental and Vision Evidence of Coverage and Disclosure Statement
This Individual Membership contract and Evidence of Coverage, along with the Schedule of Benefits, provides a complete description of how your SafeGuard Dental and Vision Plan operates, your entitlements and the Plan’s restrictions and limitations.

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 directly with an individual, such as you 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.

If any provision of this contract is held to be illegal or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this contract, but such remaining provisions shall continue in full force and effect unless the illegality and invalidity prevent the accomplishment of the objectives and purposes of this contract.
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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 and contracted Vision Care Providers 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 through 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 and who are dependent on you for their support and maintenance.

You must furnish SafeGuard with proof of dependent status, as provided by law.

Please check with SafeGuard if you have questions regarding your eligibility requirements.

When Coverage Begins
Coverage will begin for you and your enrolled dependents on the first day of the month following the date your premium payment is received by SafeGuard. Newborn children are covered the first day of the month following the date of
birth and legally adopted children, foster children and step-children are covered the first day of the month following placement, as long as SafeGuard is notified within thirty (30) days and any Prepayment Fee (also known as premium payment) is paid within that period. Check with SafeGuard if you have any questions about when your coverage begins.

Choice of Dental or Vision Provider
PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL AND/OR VISION CARE MAY BE OBTAINED

Choice of Dental 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. The dentists in the directory may not accept all plans. Please check with your Selected General Dental Office to verify that your plan is accepted.

Choice of Vision Provider
If you want to see a contracted vision provider (in-network provider), please refer to the Directory of Participating Vision Care Providers. By using an in-network provider, your specific benefits will be those noted as In-Network Coverage on the Schedule of Benefits. You may obtain a Vision Care Provider Directory by calling our Customer Service Department or by visiting www.safeguard.net.

If you wish to see a licensed provider not listed in our directory for covered vision services, you may do so. By receiving services from an out-of-network provider, your specific benefits will be those noted as Out-of-Network Coverage on the Schedule of Benefits and may be less than you would receive from an in-network vision provider.

Facilities
A complete list of contracted facilities is contained in the Directory of Participating Dentists and/or the Directory of Participating Vision Care Providers.

Provider Reimbursement
By statute, every contract between SafeGuard and its providers state that, in the event SafeGuard fails to pay the provider, the member shall not be liable to the provider for any sums owed by the plan. If you receive services from a
non-contracted provider, you may be liable to the non-contracted provider for the cost of services rendered. If you receive emergency services from a non-contracted provider, you are entitled to reimbursement, subject to the Emergency Services Reimbursement provision of this Evidence of Coverage.

Participating General Dentists are compensated through a combination of per member, per month payments (or “capitated” basis) and may receive an additional fee for certain procedures performed (supplemental payments). Dental specialists are compensated on a discounted fee for service basis. No bonuses or incentives are paid to participating Dental Providers.

Participating Vision Care Providers will collect all applicable co-payments from you directly at the time of service and then bill SafeGuard for reimbursement according to contracted plan provisions, if applicable.

SafeGuard compensates its participating Vision Care Providers on a discounted fee for service basis. No bonuses or incentives are paid to participating Vision Care Providers.

New Patient and Routine Services
Making a Dental Appointment
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.

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 a charge for missing your appointments. Your first visit to your Selected General 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 you take this booklet 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.

**Making a Vision Appointment**
Once your coverage begins, you may contact the vision provider of your choice to schedule an appointment. SafeGuard Participating Vision Care Provider Offices are open in accordance with their individual practice needs. When scheduling an appointment, please identify yourself as a SafeGuard member.
## 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.

<table>
<thead>
<tr>
<th>Category</th>
<th>Vision Co-payments and Limitations</th>
<th>Dental Co-Payments and Limitations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Lifetime Maximums</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Professional Services</td>
<td>Eye Exam: In-Network $20; Out-of-Network $35</td>
<td>All co-payments are listed on the Schedule of Benefits.</td>
</tr>
<tr>
<td></td>
<td>You are entitled to receive a discount on the following services if they are rendered by an in-network provider:</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Frames:</strong> 20% discount on the provider’s usual and customary retail fees charged to non-members;</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Lenses:</strong> 20% discount on the provider’s usual and customary retail fees charged to non-members;</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Elective Contact Lenses (excluding disposable and frequent replacement contact lenses):</strong> 20% discount on the provider’s usual and customary retail fees charged to non-members;</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>All other non-covered eyewear and options</strong></td>
<td></td>
</tr>
</tbody>
</table>
(excluding disposable and frequent replacement contact lenses): 20% discount on the provider’s usual and customary retail fees charged to non-members;

All other non-covered professional services (excluding disposable and frequent replacement contact lenses): 10% discount on the provider’s usual and customary retail fees charged to non-members.

<table>
<thead>
<tr>
<th>Emergency Health Coverage</th>
<th>$35</th>
<th>$50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance Services</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Prescription Drug Coverage</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Mental Health Services</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Chemical Dependency Services</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Home Health Services</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Other</td>
<td>Please review your plan’s Schedule of Benefits for more details on covered services.</td>
<td>Please review your plan’s Schedule of Benefits for more details on covered services.</td>
</tr>
</tbody>
</table>
Referrals for Dental Specialty Care
You may choose to receive benefits from any SafeGuard contracted specialty care provider. A list may be found online at www.safeguard.net or you may call Customer Service for assistance. Treatment by a non-participating dentist or Specialist will not be covered. Specialists are available only when the dental procedure cannot be performed by the Selected General Dentist due to the severity of the problem and when they are performed by a SafeGuard contracted provider whose practice is limited to specialty care. Fees will be seventy-five percent (75%) of the Specialist’s usual and customary fees and paid by the member.

Referrals for Vision Specialty Care
You may choose to receive benefits from any SafeGuard vision provider, including contracted ophthalmologists. A list of SafeGuard participating vision care providers may be found online at www.safeguard.net or you may call Customer Service for assistance. Treatment by a non-participating vision provider is covered at the out of network reimbursement level shown on your Vision Schedule of Benefits. Vision specialty care is not a covered service. If, in the opinion of the Vision Care Provider, it is in the best interest of the Member to be referred to an ophthalmologist or specialist for specialty services that are not covered by the Plan, you will be responsible for the fee-for-service charges for non-covered services. You are advised to refer to your medical coverage to evaluate if coverage exists for any specialty care treatment that may be required.

Authorization and Referral Process
Upon request, SafeGuard will make available to all members, a description of the authorization and referral process for services or a description of the process used to analyze the qualifications and credentials of providers under contract with SafeGuard.

Changing your SafeGuard Selected General Dentist
You have control over the choice of Selected General Dental Office, and you can request changes at any time. If you need or desire to change your Selected General Dental Office, please contact Customer Service. Our associates will help you locate a Selected General 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.
Changing your SafeGuard Vision Care Provider
You may choose to receive benefits from any Vision Care Provider. Contracted Vision Care Providers in the SafeGuard directory may not accept all plans. Please check with your Vision Care Provider Office to verify that your plan is accepted.

Customer Service
SafeGuard provides toll-free access to our Customer Services Associates to assist you with benefit coverage questions, resolving problems, changing your Selected General Dentist, or locating a Contracted Vision Care Provider. SafeGuard’s Customer Service can be reached Monday through Friday from 5:00 am to 6:00 pm, Pacific Time. Automated service is also provided after hours for eligibility verification and dental office transfers.

Second Opinions for Dental or Vision Services
At no cost to you, a second opinion may be requested if you have unanswered questions about diagnosis, treatment plans, and/or the results achieved by such dental or vision treatment. Contact SafeGuard’s Customer Service Department

California:
SafeGuard
c/o Customer Service
PO Box 3594
Laguna Hills, CA 92654-3594

In addition, your Selected General Dentist, contracted Vision Care Provider, 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 Dental or Vision 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 or vision condition within an appropriate period of time given the diagnosis and plan of care, and you request a second opinion regarding the diagnosis or continuation of the treatment.

All requests for second opinion 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 or vision care provider and make arrangements to enable you to schedule an appointment. All second opinion consultations will be completed by a SafeGuard Contracting Dentist or Vision Care Provider with qualifications in the same area of expertise as the referring provider or the provider who provided the initial examination or services. You may obtain a copy of the second dental or vision opinion policy by contacting SafeGuard’s Customer Service Department by telephone at the toll-free number indicated previously, 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 Fees**
You are responsible for paying SafeGuard for your coverage on a monthly or annual basis, as may be applicable. The Prepayment Fee (also known as “premium payment”) is not the same as a co-payment. Your prepayment fees are set forth on your enrollment form. Your prepayment fees will not be changed during the initial term of your coverage, but may be changed, upon notice to you by SafeGuard, upon renewal.

**Dental Co-payments**
When you receive care from a Selected General Dentist, 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 is seventy five percent (75%) of the dentist’s usual 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. SafeGuard’s Selected General Dentists have agreed to look only to SafeGuard and not to its enrollees for payment of covered services. 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.**
Plan benefits will be based on the most current dental terminology. From time to time, SafeGuard reserves the right to update the plan to reflect the most current dental terminology.

**Vision Co-payments**

The Vision benefits available under your plan are set forth in the Schedule of Benefits. If you receive an examination from a contracted (in-network) vision care provider, your copayment for such examination will be twenty dollars ($20) as shown in your Schedule of Benefits. If you receive an examination from an out-of-network vision care provider, you are entitled to receive the thirty-five dollar ($35) Maximum Benefit Allowance shown in your Schedule of Benefits. See your Schedule of Benefits for more information.

Certain covered charges may be payable under the Plan only if the service or material is furnished by a contracted Vision Care Provider. If this is the case, it will be indicated in the Schedule of Benefits. It is your responsibility to determine if a Vision Care Provider is a contracted (in-network) provider at the time that the service or material is provided.

**Covered Vision Services and Materials**

The following will be covered benefits under the Plan:

1. One complete visual examination. Dilation is included as a covered service when provided by a contracted Vision Care Provider.

Corrective lenses, frames, and contact lenses are not covered under the Plan. If you choose to purchase these materials from a contracted vision provider, you will receive a ten percent (10%) to twenty percent (20%) discount on the contracted vision provider’s usual and customary retail fees charged to non-members for those materials. If you choose to purchase these materials from a non-participating vision provider, fees will be the usual fees of that provider and paid by the member.

Please refer to the Schedule of Benefits for the Exclusions and Limitations applicable to your plan.

**Other Charges**

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

**Coordination of Benefits**

If you are covered for benefits by more than one plan, SafeGuard will always pay eligible benefits as the primary plan without regard to payments to be made by another plan.
There are no restrictions on the assignment of sums payable to the member by SafeGuard.

**General Provisions:**
**Notice and Proof of Claim**
Written notice of any claim must be given to SafeGuard within 90 days after the occurrence or commencement of any covered loss (or 180 days if services are received by a non-contracted Provider), or as soon thereafter as reasonably possible. Notice may be given to SafeGuard Dental & Vision, 95 Enterprise, Suite 100, Aliso Viejo, CA 92656.

Upon enrollment SafeGuard will furnish you with forms for filing proof of loss. If SafeGuard does not furnish you with the usual form, you can comply with the requirements for furnishing proof of loss by giving written proof. Such written proof must cover the occurrence, the character and the extent of the loss. SafeGuard does not require claim forms.

**Eligibility of Medicaid Not Considered**
SafeGuard shall not consider the availability or eligibility for medical assistance under Medicaid, when considering eligibility for coverage or making payments under this Policy.

**Payment of Vision Claims**
All out-of-network vision benefits will be paid directly to the Covered Person unless otherwise directed. SafeGuard does not require that vision services be rendered by a particular provider.

**Emergency Services**
Emergency services are dental or vision procedures administered in a dentist’s office, dental clinic, vision care provider’s office, or other comparable facility, to evaluate and stabilize dental or vision 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 or vision care to believe that immediate care is needed.

**HOW TO OBTAIN EMERGENCY DENTAL OR VISION CARE OR SERVICES**
All Selected General Dental Offices and/or Contracted Vision Care Providers provide Emergency Services twenty-four (24) hours a day, seven (7) days a week and SafeGuard encourages you to seek care from your Selected General Dentist or Vision Care Provider. **If you require emergency dental or vision services, you may go to any dental or vision provider, go to the closest emergency room, or call 911 for assistance, as necessary. Prior Authorization for emergency dental or vision services is not required.**
If you do not require Emergency Dental or Vision Care or Emergency Dental or Vision Services, which a reasonable person under the same circumstances would believe were warranted, and a delay in receiving treatment would not be detrimental to your health, please contact your Selected General Dentist or your Vision Care Provider (as applicable) or SafeGuard at (800) 880-1800 to make reasonable arrangements for your care.

**Reimbursement Provisions**

Your reimbursement from SafeGuard for emergency dental or vision services, if any, is limited to the extent the treatment you received directly relates to emergency dental or vision services – i.e., to evaluate and stabilize the dental or vision 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 facilities that are not related to the actual dental or vision condition are not covered benefits.

If you receive emergency dental or vision services from a provider other than your Selected General Dentist or Contracted Vision Care Provider, you will be required to pay the charges to the dentist or vision care provider 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. If you seek emergency services from a non-contracted vision care provider located more than 25 miles from the service area, you will receive emergency benefits coverage up to a maximum of $35 for all emergency care rendered during a contract year, less any applicable co-payments.

To be reimbursed for emergency dental or vision services, you must notify Customer Service 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 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 twenty-five (25) miles of your Selected General Dental Office or Vision Care Provider’s office, simply contact your dentist or vision care provider who will make reasonable arrangements for such emergency dental or vision care. If your dentist or vision care provider isn’t available, you must contact SafeGuard’s Customer Service Department at (800) 880-1800 for assistance.

If you are more than twenty-five (25) miles from your chosen Selected General Dental Office or the vision service area, or you cannot reach your dentist or vision care provider or SafeGuard’s Customer Service, you may obtain emergency dental or vision services from any licensed dentist or vision care provider.
be reimbursed for a dental or vision emergency, you must notify Customer Service within forty-eight (48) hours after receiving dental or vision 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.

Decisions relating to payment or denial of the reimbursement request will be made within thirty (30) business days of the date of all information reasonably required to render such decision is received by SafeGuard.

**Grievance Procedures**

If you or one of your eligible dependents has a grievance with us, your dentist, or your vision care provider you may orally submit such grievance by calling our Customer Service Department. 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 Customer Service number) or a detailed summary of your grievance to:

**SafeGuard**

c/o Quality Management Department  
P0 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 or Vision Care Provider) 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 Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions by a health plan related to the medical necessity of a proposed 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 or vision services under this contract after exhausting SafeGuard’s Grievance 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, contracted vision care providers, 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 and malpractice, that is as to whether any dental or vision 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., PO 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 sixty (60) days written notice by either you or SafeGuard.

Your coverage may be cancelled after not less than thirty (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 fees for any services received from your Selected General Dentist or Specialist or Vision Care Provider 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.

If you terminate from the Plan while dental or vision care is being provided to you, your dentist or Contracted Vision Care Provider must complete any treatment started on you before your termination, abiding by the terms and conditions of the Plan.
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 not less than thirty (30) days before the effective date of the change.

**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.

**Cancellation of Benefits**
If the required premium is not paid, your coverage may be terminated. If any applicable Prepayment Fee due from you is not paid timely, your benefits may be canceled not less than thirty-one (31) days after such Prepayment Fee was due. Your coverage may be canceled by SafeGuard upon fifteen (15) days written notice for fraud or misrepresentation or fraud in use of services or facilities. In the absence of fraud, all statements made by a Subscriber are considered representations and not warranties.
During the first two (2) years, coverage can be voided for a material misrepresentation contained in the Enrollment Form. After two (2) years, coverage can be voided only in the event of a fraudulent misstatement contained in the Enrollment Form. Coverage may be canceled immediately in the case of misconduct which is detrimental to safe plan operations and the delivery of services. If you and your dentist fail to establish a satisfactory patient-dentist relationship, you may transfer to another Selected General Dental Office to provide for continued coverage under the Plan. You may receive vision care from any Vision Care Provider. SafeGuard reserves the right to terminate a member’s enrollment in SafeGuard if the member is unable to establish and maintain a satisfactory doctor/patient relationship with a dentist. Reasons for proceeding with termination include, but are not limited to, threats or actual physical abuse, theft from the dental office, deceit or forgery, property damage, or harassment. SafeGuard established a fair process for review and determination of such issues.

Your coverage may be cancelled for reasons other than for non-payment of premium or termination of eligibility, with forty five (45) days written notice. The only versions for cancellation at such time other than the renewed period (other than for nonpayment of premium or termination of eligibility) shall be as follows: 1) your behavior is disruptive, unruly, abusive, unlawful, fraudulent, or uncooperative to the extent that your continued participation seriously impairs SafeGuard’s ability to provide services to other members; 2) fraud or material misrepresentation in applying for or presenting any claim for benefits under contract; 3) misuse of this Evidence of Coverage; or 4) furnishing SafeGuard with incorrect or incomplete information for the purposes of fraudulently obtaining services.

Pursuant to Section 1365(b) of the Knox-Keene Act, any Member who alleges his/her enrollment has been canceled or not renewed because of his/her health status or requirements for services may request review by the Director of the Department of Managed Health Care

Termination of Contract
Your contract with SafeGuard is for a period of twelve (12) months and automatically renews as described previously. If your contract is terminated, your membership in the Plan will be terminated. In the event of contract termination, no further benefits will be provided to you and none of the Plan provisions will apply. 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 fees for any services received from your Selected General Dentist or specialist or Vision Care Provider during the period the Prepayment Fees went unpaid, including the grace period.
Extension of benefits will be until the completion of the procedure in process, or ninety (90) days, whichever is sooner.

**Incontestability**

All statements made on your Enrollment Form shall be considered representations and not warranties. The statements are considered to be truthful and are made to the best of your knowledge and belief. A statement may not be used in a contest to void, cancel, or non-renew your coverage or reduce benefits unless: (1) it is in a written enrollment application signed by you; and (2) a signed copy of the enrollment application is or has been furnished to you or your representative. This contract may only be contested for fraud or intentional misrepresentation of material fact made on the enrollment application.

The statements and information contained in the Member’s Enrollment Form are represented by Member to be true and correct and incorporated into this contract. The member also recognizes that SafeGuard has issued this contract in reliance on those statements and information. This contract replaces and cancels all other contracts, if any, issued to the Member.

**Continuity of Care**

**Current Members**

Current members may have the right to the benefit of completion of care with their Terminated Provider for certain specified dental conditions. Please call SafeGuard to see if you may be eligible for this benefit. You may request a copy of SafeGuard’s Continuity of Care Policy. You must make a specific request to continue under the care of your Terminated Provider. We are not required to continue your care with that provider if you are not eligible under our policy or if we cannot reach agreement with your Terminated Provider on the terms regarding your care in accordance with California law.

**New Members**

New members may have the right to the benefit of completion of care with their Non-Participating Provider for certain specified dental conditions. Please call SafeGuard to see if you may be eligible for this benefit. You may request a copy of SafeGuard’s Continuity of Care Policy. You must make a specific request to continue under the care of your Non-Participating Provider. We are not required to continue your care with that provider if you are not eligible under our policy or if we cannot reach agreement with your Non-Participating Provider on the terms regarding your care in accordance with California law. This policy does not apply to new members of an individual subscriber contract.
Conversion Privilege/Continuation of Coverage

Contact SafeGuard’s Customer Service to check availability of a Plan in your area and for further information and details.

Member Rights

During the term of the contract between SafeGuard and you, SafeGuard guarantees that it will not decrease any benefits; increase any co-payment; or materially change any Limitation or Exclusion. 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 or Vision Care Provider is responsible to you for all treatment and services, without interference from SafeGuard.

However, your Selected General Dentist or Contracted Vision Care Provider 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 Dentist or Contracted Vision Care Provider ends, your dentist or vision care provider is obligated to complete any and all treatment in progress. SafeGuard will arrange a transfer for you to another dentist or vision care provider, as applicable, to provide for continued coverage under the Plan. As indicated on your Enrollment Form, your signature authorizes SafeGuard to obtain copies of your dental or vision 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 grievances and be informed of the grievance process;
- Have access and availability to care and access to copies of your dental or vision records;
- Participate in decision-making regarding your course of treatment;
- Be provided information regarding Selected General Dental Offices and Contracted Vision Care Providers; and
- Be provided information regarding the services, benefits and specialty referral process provided by SafeGuard.

Member Responsibilities

If you continually refuse a prescribe course of treatment, use the professional relationship for illegal means, or abuse the professional relationship, your Selected General Dentist or Dentist whose practice is limited to Specialty Care has the right to refuse to treat you. If you receive dental or vision care
during a time you are not eligible under the Plan, you will be responsible to pay the dentist or vision care provider the usual fee for that care. You have the responsibility to pay the co-payment associated with specific procedures you may undergo in the course of your treatment.

As a member, you have the responsibility to:

- Identify yourself to your Selected General Dental Office or Contracted Vision Care Provider as a SafeGuard member. If you fail to do so, you may be charged the provider’s usual and customary fees instead of the applicable co-payment, if any.

- Treat the Selected General Dentist and/or Contracted Vision Care Provider, office staff and SafeGuard 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 provider-patient relationship and cannot require a particular provider to perform particular services.

- Keep scheduled appointments or contact the dental or vision care 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 or contracted vision care provider 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 or vision care for you and/or your family members.

Confidentiality of Dental and/or Vision Records
A STATEMENT DESCRIBING SAFEGUARD’S POLICIES AND PROCEDURES REGARDING THE CONFIDENTIALITY OF DENTAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Organ and Tissue Donation
Donating organs and tissue provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak with your physician. Organ donation begins at the hospital when a member is pronounced
brain dead and identified as a potential organ donor. An organ procurement group will become involved to coordinate the activities.

**Public Policy Committee**
SafeGuard encourages members to participate in setting its public policy through its public policy committee. The purpose of this committee is to assure the comfort, dignity and convenience of our members as well as to discuss quality improvement activities and policies.
**Definitions**

These definitions apply when the following terms are used, unless otherwise defined where they are used. Not all defined terms are used in their usual meaning and some have meanings that limit their application; therefore, please refer to this Definitions section for a helpful understanding of the defined terms that are capitalized.

**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.

**Calendar Year**
A twelve (12) month period beginning on January 1 and ending on December 31 of that same year.

**Close Relative**
- a) A Member’s spouse, children, parents, brothers, and sisters; and b) any other person who is part of a Member’s household.

**Company**
SafeGuard Dental & Vision. Dental benefits are provided by SafeGuard Health Plans, Inc.

**Contracted (Preferred or In-Network) Vision Provider**
A Vision Care Provider who has a written contract with SafeGuard to furnish services and supplies and accepts reimbursements at the negotiated rate.

**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.

**Covered Person**
You or your dependent(s) who is/are covered under the Plan.

**Covered Vision Services and Materials**
The services and materials indicated in this Plan that are payable or eligible for reimbursement, subject to any benefit limitations and maximums, under the Plan. With respect to Contracted Vision Providers, Covered Vision Charges means the Negotiated Rate. With respect to Non-Participating Vision Providers, charges in excess of SafeGuard's Maximum Benefit Allowance will not be considered Covered Charges under the plan.
Dental Records
A single complete record kept at the site of your dental care. Dental records refer to diagnostic aids, intra-oral and extra-oral radiographs, written treatment records including, but not limited to, progress notes, dental or periodontal chartings, treatment plans, consultation reports or other written material relating to an individual’s medical or dental history, diagnosis, condition, treatment and/or evaluation.

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

Emergency Services
Dental or vision 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 unadvisable.

Maximum Benefit Allowance
The maximum amount SafeGuard will reimburse for a covered visual examination provided by an out-of-network Vision Care Provider.

Medically Necessary
Covered services that are necessary and meet with professionally recognized standards of practice. The fact that a provider 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.

With respect to a prophylaxis or fluoride treatment, those required by patients who are under MEDICAL supervision and whose medical condition precipitates gingivitis or other conditions which may require additional prophylaxis or fluoride treatment.

Member
An individual enrolled in the SafeGuard plan, including the Policyholder or his or her Dependent(s) covered under the Plan.

Plan
Coverage for specified dental and vision care services purchased by you, or 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 and vision care, and are subject to Exclusions and Limitations.
Prepayment Fee
The monthly or annual fee paid to SafeGuard by you. The Prepayment fee (also known as “premium payment”) is not the same as a co-payment.

Selected General Dentist/Selected General Dental Office
A SafeGuard contracting dentist who agrees in writing to provide dental care 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.

Termination of Benefits
A member’s loss of program eligibility and disenrollment from the Plan. Reason(s) for termination of benefits are detailed within this document.

Usual Fee
The fee usually charged by the Provider to his or her private patients for a given service or material.

Vision Care Provider or Vision Provider
An eye care professional who is an optometrist, ophthalmologist, or registered dispensing optician, who:

1. Is licensed as such by the proper authorities of the state in which he or she practices;
2. Is acting within the scope of such license; and
3. Is not a relative or member of the household of the Covered Person.

Vision Records
A single complete record kept at the site of your vision care provider.

Vision Service Interval
A period of consecutive months, as shown in the Schedule of Benefits, in which a Covered Person may receive covered services and materials. This period starts on the Covered Person’s effective date of coverage and then a subsequent service interval starts after vision services or materials are received. Once Covered Vision Services and Materials are received during any service interval, additional services are not covered during the same service interval and are subject to an additional charge.