

## Combined Evidence of Coverage and Policy



# SmartSmile<sup>®</sup> & Super SmartSmile<sup>®</sup>

© 2020 Dental Health Services

0620M100 V1

## **Mission Statement**

To consistently deliver high quality, affordable, value-driven dental service through a caring staff and an accountable provider network committed to member satisfaction.

## **Dental Health Services**

#### English

IMPORTANT: If English is your secondary language, you may obtain this information written in your language. For free help, please call 866-756-4259. Dental Health Services has a toll free TTY line 1-888-645-1257 for the hearing and speech impaired.

#### Spanish

IMPORTANTE: Si Ingles es su Segundo idioma, usted podria obtener esta informacion en su propio idioma. Para ayuda gratuita, llame al 866-756-4259. Dental Health Services tiene una linea gratuita TTY 1-888-645-1257 para personas con necesidades de audicion y habla.

## Table of contents

Welcome to Dental Health Services	1
Your Prepaid Dental Plan	1
Definitions	2
Eligibility	3
Beginning Coverage	4
Choosing Your Dentist	5
Making an Appointment	5
Facilities	6
Changing Dentists	6
Treatment Authorization	6
Emergency Care: In-Area	7
Emergency Care: Out-of-Area	7
Copayments	8
Quality Assurance	8
Liability of Subscriber for Payment	8
Optional Treatment	9
Second Opinions	9
Continuity of Care	9
Termination of Benefits	11
Termination Due to Nonpayment	12
Review of Termination	12
Cancellation Policy	12
Member Services	13
Grievance Procedure	14
Confidentiality and Privacy Notice	15
Public Policy Committee	23
Organ Donation	23

### Welcome to Dental Health Services

We are glad to have you as a valued member of our special dental care organization. You are important to us, and so is your healthy smile. We want to keep you smiling by helping you protect your teeth, saving you time and saving you money. As a member of Dental Health Services, you and your family are entitled to some important and valuable benefits.

Your Evidence of Coverage and Disclosure Form ("EOC") discloses the terms and conditions of coverage. You have a right to view this EOC prior to enrollment. Your EOC should be read completely, and individuals with special dental care needs should read carefully those sections that apply to them. If you have questions or would like to obtain copies of your enrollment form/plan contract, please contact Dental Health Services at 800-637-6453 to speak to your Member Service Specialist. You may also write to Member Services, Dental Health Services, 3780 Kilroy Airport Way Suite 750 Long Beach, CA 90806.

You will find your Health Plan Benefits and Coverage Matrix on the enclosed Schedule of Covered Services and Copayments.

### Your Prepaid Dental Plan

Dental Health Services offers you a prepaid, direct service dental care program. Your specialized dental plan has been designed to provide the maximum benefits at low cost to you and your family. Convenience of location, availability of services (many at no cost to you), and a minimum of paperwork make it easy to receive quality dental care. Your plan offers:

- Your choice of dental offices within the Dental Health Services network
- Unlimited number of visits
- No claim forms

- No "deductible" costs
- Professional service in a friendly atmosphere
- Conveniently located dental offices
- Specialist referral system

## Definitions

Acute condition: a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

**Copayment:** the fee paid by a member to a Dental Health Services dentist for covered office visit and/or services as disclosed in the Schedule of Covered Services and Copayments.

**Designated dental center:** the office and facilities of the specific Dental Health Services dentist selected by you to provide covered services.

**Dental Health Services dentist (participating dentist):** a licensed dentist who contracts with Dental Health Services to provide covered services to enrollees.

**Domestic partners:** two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and who file a Declaration of Domestic Partnership with the Secretary of State.

**Emergency dental condition:** a dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following: (1) placing the patient's dental health in serious jeopardy, (2) serious impairment to bodily functions, or (3) serious dysfunction of any bodily organ or part.

**Exclusion:** any provision in the agreement whereby coverage for a specified procedure or condition is entirely eliminated.

**Limitation:** any provision in this agreement that restricts coverage.

**Member or enrollee:** a person who is entitled to receive dental care services under this agreement. The term includes both subscribers and those family members for whom a subscriber has paid a premium.

Serious chronic condition: a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature, and persists without full cure or worsens over an extended period of time, or requires ongoing treatment to maintain remission or prevent deterioration.

**Specialty services:** dental services provided by a Dental Health Services contracted or authorized dental specialist (endodontist, periodontist, pedodontist, oral surgeon, or orthodontist). All referrals for covered specialty services must be pre-authorized by Dental Health Services.

**Subscriber:** the person who signs the enrollment card or application, and represents their family for dental coverage under this agreement.

### Eligibility

As the subscriber, you may enroll yourself, your spouse or your domestic partner (unless legally separated), and/or dependent children who are under 26 years of age.

Children 26 years of age and over are eligible if the

child is and continues to be both (1) incapable of self-sustaining employment by reason of a mental disability, including, but not limited to, mental illness or physical disability or a combination of those disabilities and (2) chiefly dependent upon the subscriber or member for support and maintenance.

For disabled dependents, Dental Health Services will provide notice to the subscriber at least 90 days prior to the date the child attains limiting age.

Dental Health Services may require proof of the above, which the subscriber must furnish within 60 days of such a request. Failure to do so may result in termination of your child's eligibility.

#### **Beginning Coverage**

Complete your enrollment card when you become eligible. Newly acquired dependents become eligible immediately, but they must be enrolled within 30 days of acquisition. Newborn children are covered from birth, but must be enrolled within 30 days of birth to continue coverage.

If your eligibility is approved by the 20th of the month, coverage begins on the first day of the following month.

If your eligibility is approved after the 20th of the month, coverage begins on the first day of the second month following eligibility approval.

If you are in the middle of acute dental care when your coverage begins, please contact your Member Service Specialist at 800-637-6453 to assure continuity of care. You may also request a copy of the Dental Health Services policy describing the process for continuity of care, including review of request to continue care with your existing dentist.

#### **Choosing Your Dentist**

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF DENTISTS HEALTH CARE MAY BE OBTAINED.

Covered services are only provided by dentists who are contracted with Dental Health Services. Simply select a dental office from your Directory of Participating Dentists and include the information on your enrollment card. If you did not select a dentist when you enrolled, a dentist may be selected for you. Please call your Member Service Specialist at 800-637-6453.

Our dentists are compensated by copayments and/ or supplemental payments based on procedures completed. Except for shared risk arrangements involving specialty services, financial bonuses or incentives for performing or withholding professionally approved services are not used. If you wish to know more about these issues, you may request additional information from your Member Service Specialist or your Dental Health Services dentist.

### Making an Appointment

You may make an appointment with your selected dentist as soon as you receive confirmation of your eligibility. For your convenience, call your dental office directly to schedule appointments. Routine appointments will be scheduled within a reasonable time. Your plan covers care provided only by your selected dentist, except in case of an out-of- area emergency. All referrals for specialist services must be pre-authorized by Dental Health Services. Treatment is approved and rendered by the dental office according to plan benefits. If treatment authorization is denied, you may contact Dental Health Services (see Grievance procedure).

## Facilities

Each dental office establishes its own policies, procedures and hours. Directories of Participating Dentists are available directly from your Member Service Specialist.

## **Changing Dentists**

If you wish to change your dentist, simply contact your Member Service Specialist by the 10th of the current month to become eligible with your new office as of the 1st of the following month. Changes called in after the 10th of the month will be effective as of the 1st of the second month.

If a covered family member wishes to receive care from a Dental Health Services dentist different than yours, please call your Member Service Specialist about our split-facility option.

### **Treatment Authorization**

Dental Health Services works closely with our providers to authorize or deny dental services, to provide the best care available, and to protect our members. Authorization and utilization management specialists verify eligibility, authorize services, and facilitate the delivery of dental care to members. Services are authorized based on the benefits, limitations, and exclusions listed in each plan Evidence of Coverage.

Specialty services, if covered by your plan, require prior authorization by Dental Health Services. If you have questions, wish to appeal a denial or would like to obtain copies of Dental Health Services' Treatment Authorization and Utilization Management Procedures (the process the Plan uses to authorize or deny health care services), please contact Dental Health Services to speak to your Member Service Specialist.

#### **Emergency Care: In-Area**

Palliative (pain relief) care for emergency dental conditions (see Emergency Dental Condition under Definitions) such as acute pain, bleeding, or swelling is a benefit according to your Schedule of Covered Services and Copayments.

If you have a dental emergency and need to seek immediate care, first call your Dental Health Services dentist. Participating dental offices maintain 24 hour emergency communication accessibility and are expected to see you within 24 hours of contacting the dental office or within such lesser time as may be medically indicated. If your dentist is not available, call your Member Service Specialist. If both the dental office and Dental Health Services cannot be reached, you are covered for emergency care at another participating dentist, or from any dentist. You will be reimbursed for the cost of emergency palliative treatment less any copayments that apply. Contact your assigned provider for follow-up care as soon as possible.

If you have a medical emergency, you should get care immediately by calling 911 or going to the nearest hospital emergency room.

#### **Emergency Care: Out-of-Area**

Out-of-area emergency care is emergency palliative dental treatment required while an enrollee is anywhere outside of Dental Health Services' service area. Your benefit includes up to \$50.00 per enrollee per incident, after copayments are deducted. You must submit an itemized receipt from the dental office that provided the emergency service with a brief explanation, and your subscriber ID number, to Dental Health Services within 180 days. After 180 days, Dental Health Services reserves the right to refuse payment.

### Copayments

Copayments are your portion of office visit and/or services as disclosed in this Evidence of Coverage. You are responsible for the copayments for services provided to you and your family. Copayments are payable directly to the dentist when the service is rendered (unless other arrangements are made).

## **Quality Assurance**

We're confident about the care you'll receive because our dentists meet and exceed the highest standards of care, standards demanded by our Quality Assurance program. Before we contract with our dentists, we visit their offices to make sure your needs will be met. Dental Health Services' Professional Services Representatives regularly meet and work with our dentists to maintain excellence in dental care.

## Liability of Subscriber for Payment

You are not liable for any sums owed by Dental Health Services to a participating dentist. You will be liable for the cost of non-covered services performed by a participating dentist and for any services performed by a non-participating dentist that Dental Health Services does not pre-approve or pay.

IMPORTANT: If you opt to receive dental services that are not covered services under this plan, a participating dental provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered benefit, the dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about dental coverage options, you may call member services at 800-637-6453 or your insurance broker. To fully understand

your coverage, you may wish to carefully review this evidence of coverage document.

## **Optional Treatment**

If you choose a more expensive elective treatment in lieu of a covered benefit, the elective treatment is considered optional. You are responsible for the cost difference between the covered and optional treatment on a fee-for-service basis. If you have any questions about optional treatment or services you are asked to pay additional for, please contact your Member Service Specialist before you begin services or sign any agreements.

## Second Opinions

Second dental opinions are a covered benefit. Please contact your Member Service Specialist if you wish to arrange for a second dental opinion. Appointment arrangement will be made within five days for routine second opinions, within 72 hours for serious conditions, and immediately for emergencies.

## Continuity of Care

If you are currently in the middle of treatment with your current participating dentist, you may have a right to keep your current dentist for a designated time period. Please contact your Member Service Specialist at 800-637-6453 or through www. dentalhealthservices.com to request assistance or to obtain a copy of Dental Health Services' Continuity of Care Policy describing the process for continuation of care.

You may qualify for and request continuation of covered services for certain qualifying conditions from your current dentist. Dental Health Services, at the request of an enrollee, will provide the completion of covered services for treatment of certain specified conditions if the services were being provided by a dental office that is no longer affiliated with Dental Health Services at the time of termination of the dentist's contract, or if the covered services were being provided by a nonparticipating dentist to a newly covered enrollee at the time his or her coverage became effective. This policy does not apply to a newly covered enrollee covered under an individual subscriber agreement.

The enrollee has a right to complete covered services with their non-participating dentist if they fall within one of the categories listed below:

- Completion of covered services shall be provided for the duration of an acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and has a limited duration.
- Completion of covered services for an enrollee newborn child between birth and age 36 months, not to exceed 12 months from the contract termination date or 12 months from the effective date of coverage for a newly covered enrollee.
- Performance of a surgical or other procedure that is authorized by the plan as a part of a documented course of treatment and has been recommended and documented by the dentist to occur within 180 days of the dentist's contract termination for current enrollees or 180 days from the effective date of coverage for newly covered enrollees.

All services are subject to Dental Health Services' consent and approval, and approval by the terminated dentist, consistent with good professional practice. You must make a specific request to continue under the care of your current dentist. Dental Health Services is not required to continue your care with the dentist if you are not eligible under our policy or if we cannot reach agreement with the dentist on the terms regarding your care in accordance with California law. Your request must be made within 30 days of the dentist's termination. If a good cause exists, an exception to the 30-day time limit will be considered. If you have further questions, you are encouraged to contact the Department of Managed Health Care, which protects HMO consumers, by telephone at its tollfree number 888-466-2219, at a TDD number for the hearing impaired at 877-688-9891, or online at www.dmhc.ca.gov.

#### **Termination of Benefits**

Coverage of an individual member may be terminated for any of the following reasons:

- Failure of a member to meet the eligibility requirements;
- Material misrepresentation (fraud) in obtaining coverage;
- Failure of the subscriber to pay applicable copayments when due;
- Actions of member substantially impair the Plan's or dentist's ability to provide services;
- Permitting the use of a Dental Health Services membership card by another person, or using another person's membership card to obtain care to which one is not entitled;
- Failure of the member to pay premium in a timely manner;

Coverage for a subscriber and his/her dependents will terminate at the end of the month during which the subscriber ceases to be eligible for coverage, except for any of the reasons above, when termination may be mid-month. Notice will be given by Dental Health Services to the subscriber at least 15 days prior to canceling the coverage.

#### Termination Due to Nonpayment

Benefits under this plan depend on premium payments being current. Enrollment will be cancelled on the date, time or occurrence specified in the Notice of Cancellation to enrollee, but not sooner than expiration of 15 days following such notice. Any service(s) then "in progress" will be completed within 30 days with the member's cooperation. Member will remain liable for the scheduled copayment, if any. We encourage you to make individual arrangements with your dentist for continuing the diagnosed services if your benefits are terminated.

#### **Review of Termination**

If you believe your membership was terminated by Dental Health Services because of ill health or your need for care, you may request a review of the termination from Dental Health Services' corporate office. You may also request a review from the Department of Managed Health Care.

#### **Cancellation Policy**

If you cancel your plan prior to your first year renewal period, you will be subject to a \$35.00 cancellation fee to cover the administrative costs of the cancellation process. Any unearned premiums, less any cancellation fees, will be refunded within 30 days.

If you wish to cancel your dental benefits, please contact us at 800-637-6453. Cancellation requests must be received in writing and must be signed by the subscriber. Cancellation requests received by the 15th of the month will be effective the first of the following month.

#### **Member Services**

Dental Health Services is dedicated to assuring your satisfaction and is committed to keeping your plan as simple and clear as possible. As employeeowners, we have a vested interest in the well being of our plan members. Part of our dedication to serving you includes easy, toll-free access to your knowledgeable Member Service Specialist to help answer any of your questions about your plan and coverage. Please feel free to call or write us with any questions or comments you might have. We will do everything possible to help you. Your Member Service Specialist can be reached at:

Dental Health Services Member Services Department 3780 Kilroy Airport Way Suite 750 Long Beach, CA 90806 800-637-6453

The majority of inquiries can and will be responded to immediately, including those regarding and affecting emergency services. Should Dental Health Services need to acquire additional information, a decision regarding urgent care will be made within 72 hours and decisions affecting routine services are made within five business days. When Dental Health Services is unable to receive all the information necessary for a decision, the member and the dentist are notified within five business days of the progress.

### **Grievance Procedure**

You should, but it is not required, first discuss any grievance regarding treatment or treatment costs with your dentist. For assistance you may contact your Member Service Specialist by calling 800-637-6453, mailing a letter to Member Services, Den-tal Health Services, 3780 Kilroy Airport Way Suite 750 Long Beach, CA 90806, or by submitting electronically at <u>dentalhealthservices.com</u>.

Dental Health Services will resolve the grievances, including all levels of appeal, within 30 days of receiving the grievance or notification. Grievances involving emergency care are addressed immediately and responded to in writing within three days. Should you be unhappy with the decision, you may request a review by notifying Dental Health Services in writing. Voluntary mediation is available by submitting a request to Dental Health Services.

The following is the exact language and notice as required by the DMHC (Department of Managed Health Care) and it is important to note that, although this refers to "Health Plans," it also includes your dental plan. We are here to help you. Please contact us and allow one of our Member Service Specialists to assist you.

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 **800-637-6453** 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 an 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 tollfree telephone number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department's internet website http://www.dmhc.ca.gov has complaint forms, IMR application forms and instructions online. For additional information, please contact your Member Services Specialist.

#### **Confidentiality and Privacy Notice**

Dental Health Services is committed to protecting your privacy and the confidentiality of your dental, medical, and protected health information (PHI) that we may obtain or to which we have access. We do not sell our client information. Your personal information will not be disclosed to non-affiliated third parties unless permitted or required by law, or authorized in writing by you.

Throughout this Notice, unless otherwise stated, your medical and dental health information refers to only health information created or received by Dental Health Services and identified in this Notice as Protected Health Information (PHI). Please note that your dentist maintains your dental records, including payments and charges. Dental Health Services will have a record of this portion of your PHI only in special or exceptional cases.

Dental Health Services' privacy policies describe who has access to your PHI, how it will be used, when your PHI may be disclosed, safeguards to protect the privacy of your PHI and the training we provide our employees regarding maintaining and protecting your privacy.

#### Under what circumstances must Dental Health Services share my PHI?

Dental Health Services is required to disclose your PHI to you, and to the U.S. Department of Health and Human Services (HHS) when it is conducting an investigation of compliance with legal requirements. Dental Health Services is also required to disclose your PHI, subject to certain requirements and limitations, if the disclosure is compelled by (any of the following):

А.	А	court	order.

- B. A board, commission or administrative agency, pursuant to its lawful authority.
- C. A party to a proceeding pursuant to a subpoena, subpoena duces tecum, or other authorized discovery in a proceeding before a court or an administrative agency.
- D. An arbitrator or panel of arbitrators in a law fully- requested arbitration.
- E. A search warrant.
- F. A coroner in the course of an investigation.
- G. By other law.

## When may Dental Health Services disclose my PHI without my authorization?

Dental Health Services is permitted by law to use and disclose your PHI, without your authorization, for purposes of payment and health care administration.

A. Payment purposes include activities to collect premiums and to determine or maintain coverage. These include using PHI in billing and collecting premiums, and related data processing including how your dentist obtains pre-authorization for certain dental services. For example, Dental Health Services periodically conducts quality assurance inspections of your dentist's office and during such visits may review your dental records as part of this audit.

B. Health Care Administration means basic activities essential to Dental Health Services' function as a licensed limited healthcare service contractor, and includes reviewing the qualifications and competence of your dentist; evaluating the quality of his/her services; providing subscriber services and information including answering enrollee inquiries but without disclosing PHI. Dental Health Services may, for example, review your dentist's records to determine if the copayments being charged by the office comply with the contract under which you receive

dental coverage.

- C. In addition, Dental Health Services is permitted to use and disclose your PHI, without your authorization, in a variety of other situations, each subject to limitations imposed by law. These situations include, but are not limited to, the following uses and disclosures:
  - 1. Public health activities.
  - 2. Concerning victims of abuse, neglect or domestic violence.
  - 3. Health oversight agency.
  - 4. Judicial and administrative proceedings including the defense by Dental Health Services of a legal action or proceeding brought by you.

- 5. Law enforcement purposes, subject to subpoena of law.
- 6. Workers' Compensation purposes.
- 7. Parents or guardians of a minor.
- 8. Persons or entities who perform services on behalf of Dental Health Services and from whom Dental Health Services has received contractual assurances to protect the privacy of your PHI.

## Is Dental Health Services ever required to get my permission before sharing my PHI?

Uses and disclosures of PHI other than those required or permitted by law will be made by Dental Health Services only with your written authorization. You may revoke any authorization given to Dental Health Services at any time by written notice of revocation to Dental Health Services, except to the extent that Dental Health Services has relied on the authorization before receiving your written revocation. Uses and disclosures beyond those required or permitted by law, or authorized by you, are prohibited.

## Does my employer have the right to access my PHI?

If you are an enrollee under a plan sponsored by your employer, Dental Health Services will not disclose PHI to your employer except under the following conditions:

- A. You sign an authorization for release of your medical/dental information.
- B. Health care services were provided with specific prior written request and expense of the employer, and are relevant in a grievance, arbitration or lawsuit, or describe limitations entitling you to leave from work or limit work

performance.

Any such disclosure is subject to Dental Health Services' minimum necessary disclosure policy.

## What is Dental Health Services' minimum necessary disclosure policy?

Dental Health Services uses reasonable efforts to limit the use and disclosure of your PHI to the minimum necessary to accomplish the purpose of the use or disclosure. This restriction includes requests for PHI from another entity, and to requests made by Dental Health Services to other entities. This restriction does not apply to requests by:

- A. Your dentist for treatment purposes.
- B. You.
- C. Disclosures covered by an authorization you provided to another entity.

## What are my rights regarding the privacy of my PHI?

Your rights respecting your PHI, and how you may exercise these rights are summarized here.

- A. You may request Dental Health Services to restrict uses and disclosures of your PHI in the performance of its payment or health care operations. However, a written request is required. Your health is the top priority and Dental Health Services is not required to agree to your requested restriction. If Dental Health Services agrees to your requested restriction, the restriction will not apply in situations involving emergency treatment by a health care provider.
- B. Dental Health Services will comply with your reasonable request that you wish to receive

communications of your PHI by alternative means or at alternative locations. Such requests must be made to Dental Health Services in writing.

- C. You have a right, subject to certain limitations, to inspect and copy your PHI. Your request must be made in writing. Dental Health Services will act on such request within 30 days of receipt of request.
- D. You have the right to amend your PHI. The request to amend must be made in writing, and must contain the reason you wish to amend your PHI. Dental Health Services has the right to deny such requests under certain conditions provided by law. Dental Health Services will respond to your request within 60 days of receipt of the request and, in certain circumstances may extend this period for up to an additional 30 days.
- E. You have the right to receive an accounting of disclosures of your PHI made by Dental Health Services for up to 6 years preceding such request subject to certain exceptions provided by law. These exceptions include, but are not limited to:
  - 1. Disclosures made for payment or healthcare operations purposes.
  - 2. Disclosures occurring prior to February 26, 2002.

Your request must be made in writing. Dental Health Services will provide the accounting within 60 days of your request but may extend the period for up to an additional 30 days. The first accounting requested during any 12 month period will be made without charge. There is a \$25 charge for each additional accounting requested during such 12 month period. You may withdraw or modify any additional requests within 30 days of the initial request in order to avoid or reduce the fee.

- F. You have the right to receive a copy of this Notice, and any amended Notice, upon written or telephone request made to Dental Health Services.
- G. All written requests for the purposes described in this section, and all other written communications to Dental Health Services desired or required by this Notice, must be delivered to: Dental Health Services
  3780 Kilroy Airport Way Suite 750 Long Beach, CA 90806 by any of the following means:
  - 1. Personal delivery.
  - 2. E-mail delivery to <u>membercare@dental</u> <u>healthservices.com</u>.
  - 3. First class or certified U.S. Mail.
  - 4. Overnight or courier delivery, charges prepaid.

## What duties does Dental Health Services agree to perform?

- A. Dental Health Services will maintain the privacy of your PHI and provide you with notice of its legal duties and privacy practices with respect to PHI.
- B. Dental Health Services will abide by the terms of this Notice and any revised Notice, during the period that it is in effect.
- C. Dental Health Services reserves the right to

change the terms of this Notice or any revised Notice. Any new terms shall be effective for all PHI that it maintains including PHI created or received by Dental Health Services prior to the effective date of the new terms.

Each time Dental Health Services makes a revised Notice, it shall 1) post it on its website, and 2) distribute a written copy personally by first class U.S. mail to each of its subscribers who are enrolled with Dental Health Services during the period that such revised Notice remains effective.

#### What if I am dissatisfied with Dental Health Services' compliance with HIPAA (Health Insurance Portability and Accountability Act) privacy regulations?

You have the right to express your dissatisfaction or objection to:

Dental Health Services Attn: Privacy Officer 3780 Kilroy Airport Way Suite 750 Long Beach, CA 90806

Your written dissatisfaction must describe the acts or omissions you believe to be in violation of the provisions of this Notice or applicable laws. Your written objection to HHS or Dental Health Services must be filed within 180 days o when you knew or should have known of the act or omission. You will not be penalized or retaliated against for communicating your dissatisfaction.

Who should I contact if I have any questions regarding my privacy rights with Dental Health Services?

You may obtain further information regarding your PHI privacy rights by contacting your Member Service Specialist at 800-637-6453 during regular office hours or at www.dentalhealthservices.com.

#### **Public Policy Committee**

As a member of Dental Health Services, your concerns about benefits and services that Dental Health Services offers are important to us. Dental Health Services' Public Policy Committee reviews member needs and concerns, and recommends improvements to the Plan. You are invited to participate in the Public Policy Committee. If you are interested in membership on the committee or would like to comment, send your request in writing to the Public Policy Committee Coordinator, Dental Health Services, 3780 Kilroy Airport Way Suite 750, Long Beach, CA 90806.

#### **Organ Donation**

Dental Health Services is committed to promoting the life-saving practice of organ donation. We encourage all of our members to give the gift of life by choosing to become organ donors. Valuable information on organ donation and related health issues can be found on the Internet at www. organdonor.gov or visit your local DMV office for a donor card.

## **Dental Health Services**

An Employee-Owned Company

3780 Kilroy Airport Way Suite 750 Long Beach, CA 90806 800-637-6453 dentalhealthservices.com

© 2020 Dental Health Services