



Dental Health Services

100 West Harrison Street, Suite S-440, South Tower  
Seattle, Washington 98119

## **Evidence of Coverage**

Super SmartSmile with Specialty

With:  
Pacific Coast Shipyards

Effective: July 1, 2019

Renewal Date: July 1, 2020

## Table of contents

Your personal dental plan.....	1
About Dental Health Services.....	1
Your participating dentist .....	2
Your first dental appointment.....	2
Your Member Service Specialist .....	2
Eligibility .....	2
Enrollment.....	3
Coverage effective dates .....	4
Receiving dental care.....	4
Working with your dentist.....	4
Changing dental offices.....	4
Obtaining a second opinion .....	5
Your financial responsibility.....	5
Emergency care.....	5
Specialty care referral & pre-authorization for specialty care.....	6
Claims, adverse benefit determination & appeals .....	7
Coordination of benefits.....	9
Termination of coverage.....	9
Termination due to nonpayment.....	9
Review of termination.....	10
Renewal provisions.....	10
Grievance procedure .....	10
Non-Discrimination Notice .....	11
COBRA .....	14
Labor disputes .....	14
Conflicts in language .....	15
Supplemental coverage.....	15
Privacy notice .....	15
Glossary.....	19

## Your personal dental plan

Welcome to Dental Health Services! We want to keep you smiling by helping you protect your teeth, and save your time and money. We are proud to offer you and your family excellent dental coverage that:

*Encourages treatment* by eliminating the burdens of deductibles and plan maximums.

*Makes it easy to receive your dental care* without claim forms for most procedures.

*Recognizes receiving regular diagnostic and preventive care with low, or no copayments is the key* to better health and long term savings.

*Facilitates care* by making all covered services available as soon as membership becomes effective.

*Simplifies access* by not requiring pre-authorization for treatment from the general dentist you've selected from our network.

*Assures availability of care* with high-quality, conveniently located dental offices throughout Washington State and our network is continually expanding. Please contact our office at 800-637-6453 or visit [www.dentalhealthservices.com](http://www.dentalhealthservices.com) for the latest listing of our dentists.

*Sets no age limits or enrollment restrictions* because dental maintenance is always important.

*Allows you to take an active role in your dental health and treatment* by fully disclosing coverage and exact copayments prior to treatment.

*Recognizes the importance of appearance and aesthetics* by offering a discount for cosmetic dental procedures.

In addition to your ongoing dental care, the following features are available for plan members:

ToothTips<sup>sm</sup> oral health information

Member Service Specialists to assist you by telephone, fax, or e-mail

Web access to valuable plan and oral health information at [www.dentalhealthservices.com](http://www.dentalhealthservices.com)

## About Dental Health Services

Dental Health Services has been a licensed limited healthcare service contractor since 1984. We are dedicated to assuring your satisfaction and to keeping your plan as simple and clear as possible.

As Employee Owners, we have a vested interest in the wellbeing of our plan members. Part of our service focus includes easy, toll-free access to your knowledgeable Member Service Specialist, an automated member assistance and eligibility system, and [www.dentalhealthservices.com](http://www.dentalhealthservices.com) to help answer questions about your plan and its benefits.

## **Your participating dentist**

Service begins with the selection of local, independently owned, Quality Assured dental offices. Professional skill, commitment to prevention and wellness, convenience of location and flexibility in appointment scheduling are some of the most important criteria involved in approving a participating dentist.

The ongoing care of each dental office is monitored regularly through our rigorous Quality Assurance standards.

## **Your first dental appointment**

Your initial appointment is an opportunity for you to meet your selected participating dentist. Your dentist will complete an oral examination and formulate a treatment plan with you based on his or her assessment of your oral health.

Your initial exam may have a copayment and you may require additional diagnostic services such as periodontal charting and x-rays. You may be charged copayments for additional services as necessary. There is an office visit copayment charged for each office visit regardless of the procedures performed.

After your initial visit, you may schedule an appointment for future care, such as cleanings, to complete your treatment plan. Reference your treatment plan with your enclosed Schedule of Covered Services and Copayments brochure to determine the copayments for your scheduled procedures. Please note that crowns, bridges and dentures may require an extra charge for laboratory fees. Copayments are due in full at the time services are performed.

## **Your Member Service Specialist**

Please feel free to call, fax, e-mail through our website, or write us anytime with questions or comments. We are ready to help you. Each of our Member Service Specialists are specially trained and have experience working in a dental office. They can answer your plan and dental questions.

Your Member Service Specialist can be reached through any of the following ways:

Phone: 206-633-2300 or 800-637-6453  
Fax: 206-624-8755  
Web: [www.dentalhealthservices.com](http://www.dentalhealthservices.com)  
Mail: Dental Health Services  
100 West Harrison Street  
Suite S-440, South Tower  
Seattle, WA 98119

## **Eligibility**

As the subscriber, you can enroll alone, with your spouse, domestic partner, and/or with children who are under 26 years of age.

Eligible children include a natural child, an adopted child, a child for whom the subscriber assumes legal obligation for total or partial support in anticipation of adoption, a stepchild, and a foster child for whom you or your spouse are the legal guardian. Children 26 years of age and older are only eligible while the child is and continues to be both:

1. incapable of sustaining employment by reason of developmental disability or physical handicap, and
2. is chiefly dependent upon the subscriber for support and maintenance. Proof of incapacity and dependency must be furnished to Dental Health Services by the subscriber within 31 days of the child's attainment of the limiting age and subsequently as may be required by Dental Health Services, but not more frequently than annually after the two-year period following the child's attainment of 26 years of age.

## **Enrollment**

Enrollment rates are based on a term of one year and continue until terminated according to procedures contained in this brochure.

There shall be a thirty (30) day open enrollment period prior to the contract renewal each year. All persons then eligible to enroll as Subscribers in the plan may enroll during the enrollment period. Any persons then eligible to enroll as a subscriber but who fails to enroll during this period shall not be entitled to enroll in the plan until the next enrollment period, unless the following applies:

When the Department of Social and Health Services determines that it is cost-effective to enroll an eligible employee participating in a medical assistance program under chapter 74.09 RCW in an employer-sponsored dental plan, Dental Health Services shall permit the enrollment of the participant who is otherwise eligible for coverage in the dental plan without regard to any open enrollment restrictions. The request for special enrollment shall be made by the department or participant within sixty days of the department's determination that the enrollment would be cost-effective.

Dependents must be added at the time of initial enrollment or at the one year renewal date unless one of the following applies:

1. Newborn children are covered from birth. If adding a newborn dependent increases your premium, Dental Health Services must receive a completed enrollment within 60 days to continue coverage for the newborn.
2. Adoptive and foster children are covered from the date of placement for a period of 60 days. If the addition of an adoptive or foster child as a dependent increases your premium, Dental Health Services must receive a completed enrollment form within 60 days to continue coverage for the adoptive or foster child
3. New spouse, domestic partner and any additional children due to marriage may be enrolled within 60 days of marriage
4. Loss of other coverage. (Must notify within 60 days of loss).

If any of these circumstances applies, please contact your group administrator to enroll dependents.

It is recommended that Dental Health Services be notified in the event of a newborn, foster or child received through adoption in order to inform the participating dentist of coverage and eligibility and to ensure the new dependents have access to member services. This allows Dental Health Services to provide preventive dental care and other services as necessary.

## **Coverage effective dates**

Except for newborns, foster or adoptive children, if your application and the group's payment are received before the 20th of the current month, your coverage will begin on the first day of the following month. If either is received after the 20th day of the current month, your coverage will begin on the first day of the second month following your enrollment.

## **Receiving dental care**

Upon enrolling in your plan, you should select your participating dentist. The most current *Directory of Participating Dentists* is available by calling 800-637-6453 or at [www.dentalhealthservices.com](http://www.dentalhealthservices.com). You may make an appointment with your dentist as soon as your eligibility has been confirmed. Simply call the telephone number as it appears below the dental office address in your *Directory of Participating Dentists* and request an appointment.

Routine appointments will be scheduled within a reasonable time; in non-emergency cases, a reasonable time shall not be more than three weeks. You are only eligible for services at your participating dentist's office, except in an emergency situation.

## **Working with your dentist**

Dental Health Services values its members and participating dentists. Providing an environment that encourages healthy relationships between members and their dentists helps to ensure the stability and quality of your dental plan. Participating dentists are responsible for providing dental advice or treatment independent, and without interference, from Dental Health Services or any affiliated agents. If a satisfactory relationship cannot be established between a member and his or her participating dentist, Dental Health Services, the member, or the dentist reserves the right to request termination of the member's affiliation with the dental office.

Any request to terminate a specific member/dentist relationship should be submitted to Dental Health Services and shall be effective the first day of the month following receipt of the request. Dental Health Services will always put forth its best effort to place the member with another dentist.

## **Changing dental offices**

If you wish to change dentists you must notify Dental Health Services. This may be done by phone, mail, email, fax, or through our website. Requests may be made through 800-637-6453 or by fax at 206-624-8755. Online changes can be done through [www.dentalhealthservices.com](http://www.dentalhealthservices.com).

Requests received by the 20th of the current month become effective the first day of the following month. Changes made after the 20th become effective the first day of the second month following receipt.

## Obtaining a second opinion

If you believe you need a second opinion for any reason, Dental Health Services can arrange for you to be seen by another participating dentist. You should bring your x-rays to this consultation. If no x-rays are necessary, you will pay only your office visit and second opinion copayments.

After you receive your second opinion, you may return to your initial participating dental office for treatment. If, however, you wish to select a new dentist, you must contact Dental Health Services directly, either by phone or in writing, before proceeding with your treatment plan.

## Your financial responsibility

You are liable to your participating dentist for copayments and incidental broken appointment penalties or interest charges. Please be aware that you are also liable for any other amounts owed for uncovered services. All dental treatment copayments are to be paid at the time of service directly to your participating dental office.

As stated under the *Emergency care* section of this booklet, for services rendered by a non-contracted dentist, Dental Health Services will pay for the cost of emergency care beyond your applicable copayment. You are liable for any other costs.

**Please reference your Schedule of Covered Services and Copayments for the benefits specific to your dental plan.**

## Emergency care

You are covered for dental emergencies at all times, both inside and outside of Dental Health Services' service areas.

Pre-authorization is not required to receive treatment for an Emergency Dental Condition.

Palliative care for an Emergency Dental Conditions in which acute pain, bleeding, or dental infection exist is a benefit according to your Schedule of Covered Services and Copayments. Palliative care is treatment to relieve pain or alleviate a symptom without dealing with the underlying cause.

If you are experiencing Emergency Dental Condition and need immediate care, please follow the steps below:

1. Call your selected designated participating dental office.

Dental offices maintain twenty-four (24)-hour emergency communication accessibility and are expected to see you within twenty-four (24) hours of initial contact, or within a lesser time as may be medically necessary.

2. If your participating dentist is not available, call your Member Service Specialist at 800-637-6453, 888-645-1257 (TDD/TTY).

Your Member Services Specialist will assist you in scheduling an emergency dental appointment with another participating dentist in your area.

3. If there are no participating dentists available to provide treatment for an Emergency Dental Condition, or you are out of Dental Health Services' service area, seek emergency palliative treatment from any dentist practicing in the scope of their license.

If you receive services for the treatment of an Emergency Dental Condition from a non-contracted dentist or non-contracted specialist, an additional \$50.00 may be charged above the applicable Copayments, unless the Member falls in one of the categories stated below.

Dental Health Services will not charge an additional \$50.00 Copayment for services for the treatment of an Emergency Dental Condition if:

- a. Due to uncontrollable circumstances the covered person is unable to go to a participating dentist or participating specialist in a timely fashion without serious detriment to their health.
4. You will only be responsible for the applicable Copayments for emergency treatment when services are provided by a participating dentist or participating specialist.
5. When services are provided by a non-contracted dentist or non-contracted specialist, you will be responsible for paying the entire bill to the non-contracted dentist or non-contracted specialist at the time of service. Dental Health Services will reimburse you for the cost of emergency care after you have paid your applicable Copayment(s) for the treatment of an Emergency Dental Condition (this includes the \$50 fee for services rendered by a non-contracted dentist or non-contracted specialist, if applicable).

To be reimbursed for any amount over the applicable emergency Copayments, you must submit the itemized dental bill from the dental office to Dental Health Services.

Within one hundred-eighty (180) days of the occurrence, send the itemized bill to:

Dental Health Services  
Attn: Claims Department  
100 West Harrison Street  
Suite S-440, South Tower  
Seattle, Washington 98119

If you do not submit this information within one hundred-eighty (180) days, Dental Health Services reserves the right to refuse payment.

### **Specialty care referral & pre-authorization for specialty care**

All treatment received from participating specialists (Specialist) or non-contracted specialist (Specialist) must be pre-authorized by Dental Health Services. When pre-authorized by Dental Health Services, you will never be required to pay more than your Copayment amount. You will be referred to a participating specialist if one is available in their area. In cases where there is no participating specialist in your area, Dental Health Services will arrange for care with non-contracted specialist at no additional cost to you.

In order to see a Specialist, you must first be referred by a participating dentist.



## **Pre-Authorization Submission**

The participating dentist or Specialist will submit a pre-authorization request for your services. You, your participating dentist, and Specialist will be notified whether the pre-authorization is approved or denied within five (5) business days for all clean standard pre-authorizations. Clean standard pre-authorizations are pre-authorizations that have no defects or lack any required information or language. For clean expedited pre-authorization requests, you, your participating dentist, and Specialist will be notified by Dental Health Services whether your pre-authorization request is approved or denied within seventy-two (72) hours of Dental Health Services receipt of the request.

## **Claims, adverse benefit determinations & appeals**

Claim forms are the dentist's formal request for reimbursement, which includes an accounting of dental procedures rendered to you.

Claim forms are submitted directly to Dental Health Services by the treating dentist.

### **Claims Payment**

All claims must be submitted within one hundred-eighty (180) days of the date services were rendered. If the claim form is not submitted within one hundred-eighty (180) days, Dental Health Services reserves the right to refuse payment.

All approved clean claims are paid within thirty (30) days of Dental Health Services' receipt of the claim, electronically or by U.S. Mail. Clean claims are claims that have no defects or lack any required information or language.

### **Adverse Benefit Determinations**

Adverse Benefit Determination means:

- a denial, reduction, or termination of, or a failure to provide or make full or partial payment for a benefit under our Plan that does not meet our requirements for dental necessity, appropriateness, level of care, or effectiveness;
- a denial, termination, or failure to provide or make full or partial payment based upon a person's eligibility to enroll in our Plan, and
- a denial, termination, or failure to provide or make full or partial payment for a benefit that is determined to be experimental or investigational.

If all or part of your claim is denied in whole or in part, or is modified, Dental Health Services will notify you and the dentist in writing of the Adverse Benefit Determination. The Adverse Benefit Determination will include the following:

1. Actual reason(s) for the determination.
2. Reference to specific Plan provisions from which the determination was based.
3. Instructions for obtaining an Appeal of the decision through Dental Health Services' Internal Review Process.

4. Dental Health Services' contact information for inquiries about the denial prior to filing an Internal Review Process request.

## **Appeals**

### *Internal Review Process:*

If any part of your claim was denied in whole or in part, or is modified, you have the right to submit an Appeal for a full and fair review through Dental Health Services' Internal Review Process.

Requests to file an Appeal through the Internal Review Process may be submitted orally, electronically, and by US mail.

All Appeals must be submitted within one hundred-eighty (180) days from the date the claim was denied in whole or in part, or is modified.

All standard Appeals are investigated and resolved, if possible within fourteen (14) days of receipt of Appeal. If more time is needed, you and the dentist will be notified that an extension of sixteen (16) days is needed for a resolution.

If you Appeal the result of an urgent care claim, a decision regarding the Appeal will be made within seventy-two (72) hours of Dental Health Services receipt of the Appeal, and communicated to you or your authorized person and dentist. An urgent Appeal is one for which you are currently receiving or is prescribed treatment or Benefits that would end because of the Adverse Benefit Determination; or where the treating dentist believes that a delay in treatment based on the standard review time may seriously jeopardize your life, overall health or ability to regain maximum function, or would subject you to severe and intolerable pain; or when the claim determination is related to an issue related to admission, availability of care, continued stay, or emergency health care services when you have not been discharged from the emergency room or transport service.

For standard Appeals, you will be notified of the Internal Review Process determination by US mail. All notifications for urgent Appeals are by phone and US mail. Notifications will include your rights if you disagree with the final Internal Review Process determination. You have one hundred-eighty (180) days to file for an external review of the confirmed Adverse Benefit Determination.

### *External Review Process*

You have one hundred-eighty (180) days of the receipt of the Internal Review Process determination to file a request for an external review of the denial from the Internal Review Process.

All requests to file an Appeal through the External Review Process may be submitted orally, electronically, and by US mail by you, your authorized person, or dentist.

Dental Health Services will select an Independent Review Organization (IRO) for review of the Plan's final internal review determination. All documents from the original Internal Review file are forwarded to the IRO. You or your authorized person have five business days to provide any additional information in writing to the IRO that you wish considered in the review.

The IRO will make a final determination of the request for external review. The Enrollee, dentist, and Dental Health Services will be notified by US mail of their final determination.

### *Concurrent Expedited Appeal*

Under certain circumstances, you may be eligible to request a concurrent expedited review. A concurrent expedited review means initiating both internal and external expedited review simultaneously to:

1. Review a decision made under the provisions of this Plan; or
2. Review conducted during a your course of treatment in a facility, dental professional's office, or any inpatient/outpatient health care setting so the final Adverse Benefit Determination is reached expeditiously.

For assistance, you may contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272). You may also contact the Washington State Office of the Insurance Commissioner P.O. Box 40255 Olympia, WA 98504-0255 Phone: 1-800-562-6900 or (360) 725-7080 Fax: (360) 586-2018 or website at <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>.

During review of your Appeal, Dental Health Services will continue to provide coverage for the disputed Benefit pending outcome of the review if you are currently receiving services or supplies under the disputed Benefit. If Dental Health Services prevails in the Appeal, you may be responsible for the cost of coverage received during the review period. The decision at the External Review level is binding unless other remedies are available under state or federal law.

## **Coordination of benefits**

This plan does not coordinate benefits with any other coverage.

## **Termination of coverage**

Coverage of an individual subscriber and/or his or her dependents may be terminated for any of the following reasons:

1. Termination of the Group Dental Care Services Agreement by written notice 30 days before annual anniversary date.
2. Failure of an enrollee to meet or maintain eligibility requirements.
3. Material misrepresentation (fraud) in obtaining coverage.
4. Permitting the use of a Dental Health Services membership card by another person, or using another person's membership card or identification to obtain care other than that to which one is entitled.
5. Failure of the group to pay premium in a timely manner (15 days after payment is due.)

## **Termination due to nonpayment**

Benefits under your plan depend on the group's premium payments staying current. If payment is more than 15 days overdue, your eligibility may be terminated. Any previously initiated service(s) than "in progress" must be completed within 30 days from the last appointment date occurring prior to the termination date. The subscriber will remain liable for the scheduled copayment, if any. If

your coverage is terminated, you will be required to pay your participating dentist's usual fees for continuing the prescribed treatment.

## **Review of termination**

If you believe your membership was terminated by Dental Health Services solely because of ill health or your need for care, you may request a review of the termination by writing to the Dental Health Services Dental Director.

## **Renewal provisions**

The group contract may be extended or renewed from year to year after its initial period. Renewal may change the copayment and/or premium fees paid by the group and/or the subscriber. You may obtain information about these changes, if any, from a Dental Health Services representative during the open enrollment period or by calling your Member Service Specialist at 800-637-6453.

## **Grievance procedure**

If a Member has a Grievance regarding service delivery issues, dissatisfaction with dental care, waiting time for dental services, dentist or staff attitude or demeanor, or dissatisfaction with services provided by Dental Health Services, the Member may submit a Grievance to Dental Health Services.

- A. Grievances may be made in writing, over the telephone, fax or through the Plan's website at [www.dentalhealthservices.com](http://www.dentalhealthservices.com).

Written Grievances must include:

- 1. The Subscriber's name, address and telephone number,
- 2. Member's name receiving dental care services,
- 3. Group name, and
- 4. Dentist's name, location and contact information.

Although grievance forms are not required to submit a grievance, confidential grievance forms are available through Dental Health Services' website at [www.dentalhealthservices.com](http://www.dentalhealthservices.com), in participating dentist offices, and upon request. You may also provide a brief written explanation of the facts and issue(s). Personnel at participating dentist offices are requested to be available to provide assistance in the preparation and submission of any grievance.

- B. Within three (3) days of receiving a grievance, Dental Health Services will acknowledge its receipt in writing, including the name and telephone number of the contact person assigned to handle the grievance.
- C. Dental Health Services will collect and review all relevant information from you and the dentist involved. If a clinical examination is required, you may be referred to another participating dentist for a second opinion. When all information has been collected and reviewed, a decision will be made by the appropriate Dental Health Services administrator.
- D. Every effort will be made by Dental Health Services to provide a determination of the grievance within fourteen (14) days of its receipt. However, Dental Health Services may notify you that an extension is necessary to complete the review. This extension will not exceed thirty (30) days from the receipt of the grievance.

- E. Once a decision is made, Dental Health Services will promptly notify you in writing of the determination of your grievance.
- F. Dental Health Services does not have an Appeals process for Enrollee grievances. Enrollees may contact the Washington State Office of the Insurance Commissioner for assistance at the contact address and phone numbers below:

Washington State Office of the Insurance Commissioner P.O. Box 40255 Olympia, WA 98504-0255 Phone: 1-800-562-6900 or (360) 725-7080 Fax: (360) 586-2018 or website at <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>.

For questions about your rights, this notice, or for assistance, you can contact: Employee Benefits Security Administration at 1-866-444-EBSA (3272).

Dental Health Services' grievance system addresses the linguistic and cultural needs of Enrollees with disabilities including but not limited to the visually, speech and hearing impaired. Dental Health Services ensures all Enrollees have access to and fully participate in the grievance system. This assistance is at no charge to the Enrollee. This assistance includes, but not limited to, translations of grievance procedures, forms and Dental Health Services' responses to grievances. In addition, Dental Health Services provides access to oral interpreters and translation of documents; telephone relays systems and other devices that aid disabled individuals and LEP (Limited English Proficiency) Enrollees to communicate.

There shall be no discrimination against an Enrollee solely on the ground that such person filed a grievance.

## **Non-Discrimination Notice**

Dental Health Services complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or gender.

Dental Health Services:

- Provides free services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact your Member Satisfaction Assurance Specialist, at 206-633-2300 or 800-637-6453, 888-645-1257 (TDD/TTY).

If you believe that Dental Health Services has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or gender, you can file a grievance with the Member Satisfaction Assurance Specialist, 100 West Harrison Street, Suite S-440, South Tower, Seattle, Washington 98119, call 206-633-2300 or 800-637-6453, 888-645-1257

(TDD/TTY), fax 206-624-8755, or email [Membercare@dentalhealthservices.com](mailto:Membercare@dentalhealthservices.com). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Member Satisfaction Assurance Specialist is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal Available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-868-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

---

**English:**

This notice has important information. This notice has important information about your application or coverage through Dental Health Services. There may be key dates in this notice. You may need to take action by certain deadlines to keep your health coverage or help with costs. You have the right to get this information and help in your language at no cost. Call 1-866-756-4259.

**Spanish:**

Este aviso tiene información importante. Este aviso tiene información importante acerca de su solicitud o cobertura por medio de Dental Health Services. Es posible que haya fechas clave en este aviso. Es posible que tenga que tomar medidas antes de ciertas fechas límite para mantener su cobertura de salud o ayuda con los costos. Usted tiene derecho a obtener esta información y ayuda en su idioma de forma gratuita. Llame al 1-866-756-4259

**Chinese:**

本通知包含重要資訊。本通知包含關於您的 **Dental Health Services** 申請或保險的重要資訊。本通知中可能包含重要日期。您可能需要在特定截止日期之前採取行動，以維持您的健康保險或幫助解決費用相關問題。您有權免費獲取本資訊與以您母語進行的幫助。致電 **1-866-756-4259**

**Vietnamese:**

Thông báo này có các thông tin quan trọng. Thông báo này có các thông tin quan trọng về đơn yêu cầu hay bảo hiểm của quý vị thông qua Dental Health Services. Có thể có những ngày quan trọng trong thông báo này. Quý vị có thể cần hành động chậm nhất vào một số thời hạn cuối cùng để duy trì bảo hiểm y tế của quý vị hoặc để được trợ giúp với các chi phí. Quý vị có quyền nhận thông tin này và được trợ giúp miễn phí bằng ngôn ngữ của quý vị. Gọi 1-866-756-4259

**Korean:**

본 안내문에는 중요 정보가 있습니다. 본 안내문에는 **Dental Health Services** 를 통한 귀하의 보험 또는 신청서에 관한 중요 정보가 포함되어 있습니다. 본 안내문에 중요 날짜가 적혀 있을 수 있습니다. 본인의 건강 보험 또는 비용 보조를 유지하려면 특정 마감일까지 조치를 취하셔야 할 수도 있습니다. 관련 정보를 본인의 사용 언어로 무료로 받아볼 권리가 있습니다. **1-866-756-4259** 번으로 전화하십시오

**Russian:**

Данное извещение содержит важную информацию. Данное извещение содержит важную информацию о Вашем заявлении или страховом покрытии услуг стоматологии. Извещение может содержать ключевые даты. Возможно Вам необходимо будет предпринять соответствующие



действия в определенных временных рамках. Вы имеете право на получение данной информации и помощи на своем родном языке. Позвоните по телефону 1-866-756-4259

Tagalog:

Ang paunawang ito ay nagtataglay ng mga mahahalagang impormasyon. Ang paunawang ito ay nagtataglay ng mga mahahalagang impormasyon tungkol sa iyong aplikasyon o coverage sa pamamagitan ng Dental Health Services. Malamang na mayroong mga mahalagang petsa sa paunawang ito. Baka kailanganin ninyong magsagawa ng hakbang bago ang pagsapit ng mga partikular na deadline para mapanatili ang coverage ng inyong kalusugan o makatulong sa mga gastusin. Mayroon kayong karapatang makatanggap ng mga impormasyong ito at matulungan sa lengguage nang walang bayad. Tumawag sa 1-866-756-4259

Ukranian:

Це сповіщення містить важливу інформацію. Це сповіщення містить важливу інформацію щодо вашого запиту або страхового покриття за планом Dental Health Services. Це сповіщення може містити ключові дати. Можливо вам знадобиться виконати певні дії до вказаних кінцевих дат, щоб зберегти медичне страхування або отримати допомогу із витратами. Ви маєте право на безкоштовне отримання цієї інформації і допомоги вашою мовою. Зателефонуйте за номером 1-866-756-4259

Cambodian:

ការជូនដំណឹងនេះមានព័ត៌មានសំខាន់ៗ។ ការជូនដំណឹងនេះមានព័ត៌មានសំខាន់ៗអំពីពាក្យសុំរបស់លោកអ្នក ឬការធានារ៉ាប់រងតាមរយៈ Dental Health Services ។ អាចមានកាលបរិច្ឆេទសំខាន់ៗនៅក្នុងការជូនដំណឹងនេះ។ លោកអ្នកអាចចាំបាច់ត្រូវចាត់វិធានការត្រឹមកាលបរិច្ឆេទជាក់លាក់ដើម្បីទុកការធានារ៉ាប់រងសុខភាពរបស់លោកអ្នក ឬជួយខាងថ្លៃចំណាយ។ លោកអ្នក មានសិទ្ធិដើម្បីទទួល បានព័ត៌មាននេះ ហើយ ជួយ ជាភាសាលោកអ្នកដោយឥតគិតថ្លៃ។ សូមទូរស័ព្ទទៅ 1-866-756-4259

Japanese:

本通知には、重要な情報が含まれています。本通知には、Dental Health Services による、お客様の申請または保障に関する重要な情報が含まれています。本通知には、重要な日付が含まれる場合があります。お客様の医療保障を維持するため、または、費用を節約するため、特定の期限までに行わなければならない項目がある場合があります。お客様には、無料で、この情報を取得し、お客様の言語でサポートを受ける権利があります。1-866-756-4259 にお電話をおかけください

Amharic:

ይህ ማስታወቂያ ወሳኝ መረጃ የያዘ ነው። ይህ ማስታወቂያ ማመልከቻዎ ወይንም በ Dental Health Services አማካኝነት የሚያገኙት ሽፋን በተመለከተ ወሳኝ መረጃ ይዟል። ማስታወቂያው ወሳኝ ቀናቶች ጭምር የያዘ ነው። የጤና ሽፋንዎ ወይንም የክፍያ እገዛዎችዎ ለማስጠበቅ የተቀመጡት ቀንገዶች ሳያልፉ ማድረግ ያለብዎ ተግባራት ማከናወን ይኖርብዎታል። ይሄንን መረጃ እና እገዛ ያለምንም ክፍያ በቋንቋዎ የማግኘት መብት አለዎት። በዚህ ስልክ ቁጥር ይደውሉ 1-866-756-4259

Cushite:

Beeksisni kun odeeffannoo barbaachisaa qaba. Beeksisni kun waa'ee iyyannoo ykn haguuggii Dental Health Services keessan ilaalchisee odeeffannoo barbaachisaa qabatee jira. Beeksis kana keessa guyyoon furtoon jiraachuu danda'u. Haguuggii fayyaa argachuu keessan itti fufuuf ykn baasii keessan hirrisuuf akka isin gargaaruuf daangaa

guyyaa ta'een dura tarkaanfii fudhachuun isin barbaachisuu danda'a. Odeeffannoo kana fi gargaarsa afaan keessanii tola argachuuf mirga qabdu. 1-866-756-4259 irratti bilbilaa.

Arabic:

هذا الإخطار يضم معلومات مهمة. يشتمل هذا الإخطار على معلومات مهمة تتعلق بطلبك وتغطيتك التي تتلقاها عبر Dental Health Services. فقد ترد تواريخ مهمة في هذا الإشعار. وقد تحتاج إلى اتخاذ إجراءات قبل حلول مواعيد نهائية معينة حتى تحتفظ بـ 1-866-756-4259 بتغطيتك الصحية أو المساعدة في التكاليف. يحق لك الحصول على هذه المعلومات وكذلك المساعدة بأي لغة دون تكلفة. اتصل بالرقم 4259

Panjabi:

ਇਸ ਸੰਦੇਸ਼ ਵਿਚ ਖਾਸ ਜਾਣਕਾਰੀ ਦਿੱਤੀ ਗਈ ਹੈ। ਇਸ ਨੋਟਿਸ ਵਿਚ ਤੁਹਾਡੀ ਅਰਜ਼ੀ ਜਾਂ Dental Health Services ਬਾਰੇ ਜਾਣਕਾਰੀ ਦਿੱਤੀ ਗਈ ਹੈ। ਇਸ ਸੂਚਨਾ ਵਿਚ ਵਿਸ਼ੇਸ਼ ਮਿਤੀਆਂ ਦਿੱਤੀਆਂ ਹੋ ਸਕਦੀਆਂ ਹਨ। ਤੁਹਾਨੂੰ ਆਪਣੀ ਸਿਹਤ ਕਵਰੇਜ ਅਤੇ ਕੀਮਤਾਂ ਵਿਚ ਮਦਦ ਲਈ ਕੁਝ ਸਮਾਂ ਸੀਮਾਵਾਂ ਅੰਦਰ ਕਾਰਵਾਈ ਕਰਨ ਦੀ ਲੋੜ ਪੈ ਸਕਦੀ ਹੈ। ਤੁਹਾਨੂੰ ਇਸ ਸੂਚਨਾ ਨੂੰ ਪ੍ਰਾਪਤ ਕਰਨ ਅਤੇ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਮੁਫਤ ਮਦਦ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਹੱਕ ਹਾਸਿਲ ਹੈ। 1-866-756-4259 'ਤੇ ਕਾਲ ਕਰੋ।

German:

Diese Mitteilung enthält wichtige Informationen. Diese Mitteilung enthält wichtige Informationen zu Ihrem Antrag oder Leistungen durch Dental Health Services. Diese Mitteilung kann wichtige Termine enthalten. Sie müssen möglicherweise innerhalb bestimmter Fristen handeln, um Ihre Leistungen oder eine Kostenübernahme zu gewährleisten. Sie können diese Informationen und Hilfestellung kostenfrei in Ihrer Sprache anfordern. Rufen Sie an unter 1-866-756-4259

Laotian:

ການແຈ້ງການນີ້ແມ່ນມີຂໍ້ມູນສໍາຄັນ. ການແຈ້ງການນີ້ແມ່ນມີຂໍ້ມູນສໍາຄັນກ່ຽວກັບຄໍາຮ້ອງຂອງທ່ານ ຫຼື ການຄຸ້ມປະກັນໄພຂອງທ່ານຜ່ານ Dental Health Services ອາດຈະມີວັນທີສໍາຄັນໃນການແຈ້ງການນີ້. ທ່ານອາດຕ້ອງດໍາເນີນການໂດຍບໍ່ເກີນວັນທີກໍານົດເພື່ອສືບຕໍ່ການຄຸ້ມປະກັນໄພສຸຂະພາບ ຫຼື ການຊ່ວຍເຫຼືອດ້ວຍຄ່າໃຊ້ຈ່າຍ. ທ່ານມີສິດໃນການຮັບຂໍ້ມູນນີ້ ແລະ ການຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໂດຍບໍ່ເສັຽຄ່າໃດໆໝົດ. ໂທ 1-866-756-4259

## COBRA

If you qualify for continuing coverage through COBRA (Consolidated Omnibus Budget Reconciliation Act), Dental Health Services will gladly provide benefits through your employer. Please contact your benefits administrator.

## Labor disputes

In the event of suspension or termination of employee compensation due to a strike, lockout, or other labor dispute, a subscriber may continue uninterrupted coverage for the family unit by paying to the Group the monthly premium charge that the Group would otherwise have paid Dental Health Services. Coverage may be continued on this self-payment basis for up to one year.

## Conflicts in language



Any conflicts between the provisions included in the Group Services Agreement for this Plan and this Evidence of Coverage certificate, the conflict shall be resolved according to the Evidence of Coverage provided to Enrollees.

## **Supplemental coverage**

If you have additional coverage for TMJ disorder or orthodontia through your group agreement, your membership card will indicate your coverage for either or both of these additional benefits.

## **Privacy notice**

Dental Health Services is required by law to maintain the privacy and security of your Protected Health Information (PHI). This notice describes how your medical and dental information may be used and disclosed, and how you access control of your information. Please review it carefully. This notice is updated effective March 1, 2018.

Dental Health Services is devoted to protecting your privacy and the confidentiality of your dental, medical, and personal health information. We do not sell our Enrollee information. Your personal information will not be disclosed to nonaffiliated 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 only to information created or received by Dental Health Services and identified in this Notice as Protected Health Information (PHI). Examples of PHI include your name, address, phone number, email address, birthdate, treatment dates and records, enrollment and claims information. Dental Health Services will have a record of this portion of your PHI only in special or exceptional cases.

### **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):

- A. A court order or subpoena.
- B. A board, commission or administrative agency, pursuant to its lawful authority.
- C. An arbitrator or panel of arbitrators in a law fully-requested arbitration.
- D. A search warrant.
- E. A coroner in the course of an investigation, or 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 treatment, payment and health care administration.

- A. Treatment purposes include disclosures related to facilitating your dental care.

- B. Payment purposes include activities to collect Premiums and to determine or maintain coverage, and related to data processing, including pre-authorization for certain dental services.
- C. Health Care Administration means basic activities essential to Dental Health Services' function as a licensed Limited Healthcare Service Contractor, and includes reviewing the qualifications, competence and service quality of your participating dentist; and providing referrals to Specialist.
- D. In some situations, Dental Health Services is permitted to use and disclose your PHI, without your authorization, subject to limitations imposed by law. These situations include, but are not limited to:
  - 1. Preventing or reducing a serious threat to the public's health or safety;
  - 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; and
  - 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 by written notice, 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; or
- 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?**

- 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 the right to have the person you have assigned medical power of attorney, or your legal guardian, to exercise your rights and make choices about your health information. We will confirm the assigned person has the authority and can act for you before we take any action.
- D. 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 thirty (30) days of receipt of request.
- E. 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 sixty (60) days of receipt of the request and, in certain circumstances may extend this period for up to an additional thirty (30) days.
- F. You have the right to receive an accounting of disclosures of your PHI made by Dental Health Services for up to six (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.

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

You have the right to receive a copy of this Privacy Notice by contacting Dental Health Services at 800-637-6453, 888-645-1257 (TDD/TTY) or [membercare@dentalhealthservices.com](mailto:membercare@dentalhealthservices.com). This notice is always available at [www.dentalhealthservices.com/privacy](http://www.dentalhealthservices.com/privacy).

All written requests desired or required by this Notice, must be delivered to Dental Health Services, 100 West Harrison Street, Suite S-440, South Tower Seattle, WA 98119 by any of the following means:

- 1. Personal delivery;

2. Email delivery to [membercare@dentalhealthservices.com](mailto:membercare@dentalhealthservices.com);
3. Fax: 206-624-8755;
4. First class or certified U.S. Mail; or
5. Overnight or courier delivery, charges prepaid.

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

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.

- A. Dental Health Services will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- 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.
- D. Each time Dental Health Services revises this Notice, it will promptly post this Notice on its website and will distribute a new version within sixty (60) days of revision.

### **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 the Secretary of HHS and/or Dental Health Services if you believe your privacy rights have been violated.

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 one hundred-eighty (180) days of when you knew or should have known of the act or omission. You will not be penalized or retaliated against for communicating your dissatisfaction.

You can file a complaint with the US Department of Health and Human Services, Office for Civil Rights, by sending a letter to 200 Independence Avenue, SW, Washington DC, 20201, calling 1-877-696-6775, or by visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

You may express dissatisfaction about Dental Health Services' privacy policy in writing to Dental Health Services, 100 West Harrison Street, Suite S-440, South Tower, Seattle, Washington 98119, Attn: Member Satisfaction Assurance Specialist.

### **Whom 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 during regular business hours, by email at [membercare@dentalhealthservices.com](mailto:membercare@dentalhealthservices.com), or any time through at [www.dentalhealthservices.com](http://www.dentalhealthservices.com). We are eager to assist you!

## Glossary

**Amalgam:** A metallic alloy formed mostly of silver and tin, mixed with mercury into a soft plastic material that sets hard in a few hours after placement inside a tooth cavity.

**Benefits/coverage:** The specific covered services that plan members and their dependents are entitled to use with their dental plan.

**Child:** Eligible children include a natural child; adopted child; a child for whom the subscriber assumes a legal obligation for total or partial support in anticipation of adoption; a stepchild and a foster child for whom you or your spouse, domestic partner, or non-covered parent is the legal guardian.

**Composite filling:** A restoration or filling composed of a plastic resin material that resembles the natural tooth.

**Comprehensive exam:** A thorough evaluation and recording of the extraoral and intraoral hard and soft tissues. Typically includes the evaluation of dental caries (cavities), missing or unerupted teeth, restorations, and occlusal relationships.

**Copayments:** The fees charged by a participating dentist according to the plan's Schedule of Covered Services and Copayments. Copayments for services covered by your plan are listed on this Schedule. These fees are paid directly to the participating dentist at the time of service. An office visit copayment is paid during each dental office visit.

**Dependents:** Eligible dependents include a legal spouse, domestic partner, and children of the covered individual or partner.

**Emergency Dental Condition:** The treatment of an emergency dental condition manifesting itself by acute symptoms, including severe pain or infection that a prudent layperson, who possesses an average knowledge of health and dentistry could reasonably expect the absence of immediate dental attention to result in:

- (i) Placing the health of the individual, or with respect to a pregnant woman the health of the woman or her unborn child, in serious jeopardy;
- (ii) Serious impairment to bodily functions; or
- (iii) Serious dysfunction of any bodily organ or part.

**Endodontics:** The branch of dentistry concerned with the treatment of disease or inflammation of the dental pulp or nerve of the tooth.

**Enrollee/member:** A person who is entitled to receive dental services under this agreement. The term includes both subscribers and those family members (and dependents) enrolled by the subscriber for whom a premium has been paid.

**Exclusion:** Treatment or coverage not included as a benefit.

**Limitation:** A provision other than an exclusion that restricts coverage available under the plan.

**Optional treatment:** Any treatment other than covered services that, in the opinion of the attending dentist, is not necessary for the patient's dental health. If an enrollee chooses an optional treatment, the enrollee is responsible for paying the cost on a fee-for-service basis.

**Oral surgery:** The branch of dentistry concerned with the extraction of teeth and maxillofacial, reconstructive, or plastic surgery for the treatment of fractures to the jaw, cleft palates, and damaged oral-facial structures.

**Palliative:** An action that relieves pain, swelling, or bleeding. This does not include routine, extensive, or postponable treatment.

**Participating dental office:** A licensed dental professional who has entered into a written agreement with Dental Health Services to provide dental care services to subscribers and their dependents covered under the plan. The contract includes provisions in which the dentist agrees that the subscribers shall be held liable only for their copayment and related lab and metal costs, and no additional amount.

**Periodontal exam:** An evaluation of periodontal conditions, including probing and charting for patients showing signs or symptoms of gum disease.

**Periodontics:** The branch of dentistry concerned with the treatment of periodontal (gum) disease.

**Plan:** The dental benefits or coverage provided for the subscriber and dependents in exchange for the payment of membership dues.

**Subscriber:** A person whose relationship as the primary enrollee is the basis for coverage under this agreement.

**Temporomandibular Joint Syndrome:** shall include those disorders which have one or more of the following characteristics: Pain in the musculature associated with the temporomandibular joint, internal derangements of the temporomandibular joint, arthritic problems with the temporomandibular joint, or an abnormal range of motion or limitation of motion of the temporomandibular joint.

**Dental Health Services**

100 W. Harrison St.  
Suite S-440, South Tower  
Seattle, WA 98119

800-637-6453

[www.dentalhealthservices.com](http://www.dentalhealthservices.com)

© 2019 Dental Health Services

AN EMPLOYEE-OWNED COMPANY