GEHA Policies & Procedures
Connection Dental Network
State Specific Policies & Procedures - State of Maryland

The below policies and procedures are in addition to the contractual requirements and the GEHA Policies & Procedures for the GEHA/CONNECTION Dental Network. In the event the below terms conflict with the contractual requirements or the GEHA Policies & Procedures for the CONNECTION Dental Network, the terms below shall supersede.

Appeal and Grievance Procedures
GEHA has established an internal review system to resolve grievances initiated by providers that participate on the GEHA/Connection Dental Network provider panel, including grievances involving the termination of a provider from participation on the provider panel. This process is described in more detail in the GEHA/Connection Dental Network Provider Manual.
MD Code, Insurance, § 15-112

Terminations Procedures
GEHA will notify a Participating Provider at least 90 days before the date of the termination of the Participating Provider from the GEHA/ Connection Dental Network provider panel if the termination is for reasons unrelated to fraud, patient abuse, incompetency, or loss of licensure status. The process for terminating a Participating Provider from the provider panel is more fully described in the GEHA/Connection Dental Network Provider Manual.

If the Participating Provider elects to terminate participation on a provider panel, the Participating Provider shall notify GEHA at least 90 days before the date of termination.

Upon the termination from the GEHA/Connection Dental Network for reasons unrelated to fraud, patient abuse, incompetency, or loss of licensure status, the Participating Provider must continue to furnish health care services to enrollees of those carriers for whom the Participating Provider was responsible for the delivery of health care services for at least 90 days after the date of the notice of termination. MD Code, Insurance, § 15-112 (m) and § 15-112.2 (e).

GEHA will not deny an application for participation or terminate participation on its provider panel solely on the basis of the license, certification, or other authorization of the provider to provide health care services if the carrier provides health care services within the provider's lawful scope of practice. GEHA may reject an application for participation or terminate participation on its provider panel based on the participation on the provider panel of a sufficient number of similarly qualified providers.
MD Code, Insurance, § 15-112

Dispute Resolution Process
Please see Network Appeals/Grievances.

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Network Participation Procedures

GEHA shall, on request, provide an application and information that relates to consideration for participation on GEHA's Dental Network provider panel to any provider seeking to apply for participation. The application is available on the network's website at https://www.connectiondental.com/

GEHA's Dental Network is an open panel network and will accept any dentist who is willing and able to meet the terms and conditions for participation. Through its use of an open panel, GEHA is able to encourage a broad range of minority providers to join its network. GEHA shall not deny an application for participation or terminate participation on its provider panel on the basis of: (1) gender, race, age, religion, national origin, or a protected category under the federal Americans with Disabilities Act; (2) the type or number of appeals that the provider files pursuant to applicable law; (3) the number of grievances or complaints that the provider files on behalf of a patient pursuant to applicable law; or (4) the type or number of complaints or grievances that the provider files or requests for review under GEHA's internal review system established pursuant to applicable law.
MD Code, Insurance, § 15-112

GEHA must notify the Participating Provider of changes to the fee schedule in writing or electronically 30 days prior to the change. This serves to amend Section 3.8 of the Participating Provider Agreement for providers in Maryland. MD Code, Insurance, § 15-113.

The Participating Provider Agreement for Providers in Maryland is governed by Maryland state law.

Quality of Care Procedures
No state-specific requirements.

Claims Procedures
AA group practice on the GEHA/Connection Dental Network provider panel will be reimbursed by the Payor, as defined in the Participating Provider Agreement at the applicable participating provider rate for covered services provided by a provider who is not a participating provider if: (i) the provider is employed by or a member of the group practice; (ii) the provider has applied for acceptance on the GEHA/.Connection Dental provider panel and GEHA has notified the provider of GEHA's intent to continue to process the provider's application to obtain necessary credentialing information; (iii) the provider has a valid license issued by a health occupations board to practice in the State; and (iv) the provider is currently credentialed by an accredited hospital in the State or has professional liability insurance. A group practice on the GEHA/Connection Dental provider panel will be reimbursed in accordance with this subsection from the date the notice of intent to continue to process a provider application is sent to the provider until the date written notice of acceptance or rejection is sent to the provider. If GEHA sends written notice of rejection of a provider for credentialing, the Payor, unless otherwise specified by federal law, shall reimburse the provider as a nonparticipating provider for covered services provided on or after the date the notice is sent. A provider who is not a participating provider of the GEHA/Connection Dental provider panel and whose group practice is eligible for reimbursement under this subsection may not hold an enrollee of any carrier which uses GEHA's network liable for the cost of any covered services provided to the enrollee during the time period prescribed by law, except for any deductible, copayment, or coinsurance amount owed by the enrollee to the group practice or provider under the terms of the enrollee's contract or certificate. A group practice shall disclose in writing to an enrollee at the time services are provided that: (i) the treating provider is not a participating provider; (ii) the treating provider has applied to become a participating provider; (iii) the carrier has not completed its assessment of the qualifications of the treating provider to provide services as a participating provider; and (iv) any covered services received must be reimbursed by the carrier at the participating provider rate.
MD Code, Insurance, § 15-112

Participating Providers have a minimum of 180 days from the date a covered service is rendered to submit a claim for reimbursement for the service, more details on claims submission are available in the Provider Manual or the GEHA/Connection Dental Website.

If a Payor wholly or partially denies a claim for reimbursement, the Payor shall permit a provider a minimum of 90 working days after the date of denial of the claim to appeal the denial.

If a Payor erroneously denies a Participating Provider's claim for reimbursement submitted within the 180-day timeframe referenced above because of a claims processing error, and the Participating Provider notifies the Payor of the potential error within 1 year of the claim denial, the Payor, on discovery of the error, shall reprocess the Participating Provider's claim without the necessity for the Participating Provider to resubmit a claim for reimbursement for the service and without regard for any timely submission guidelines. MD Code, Insurance § 15-1005

The U.S. Office of Personnel Management (OPM) has contracting authority for both the Federal Employees Dental and Vision Insurance Program (FEDVIP) and the Federal Employees Health Benefits (FEHB) plans. GEHA is contracted with the OPM for both its Connection Dental Federal FEDVIP plan and GEHA Health FEHB plans.
5 U.S.C.A. § 8902

The terms of GEHA's contracts with the OPM which relate to the nature, provision, or extent of coverage or benefits (including payment with respect to benefits) shall supersede and preempt any State or local law, or any regulation issued thereunder, which relate to health insurance or plans.
5 U.S.C.A. §8902(m)(1)

The GEHA Health plan, like other FEHB medical plans, offers limited dental coverage to its members and, by law, the FEHB plans are the first Payor (before FEDVIP plans) for dental coverage provided to FEDVIP Covered Enrollees.
5 U.S.C.A. § 8954(e)

To ensure consistency in the coordination of benefits among the FEDVIP carriers, the OPM has amended its contract with GEHA to state that when treating a FEDVIP Covered Enrollee, the Plan Allowance (which, for Connection Dental Federal is defined as the amount we allow for a specific procedure) is the maximum amount that may be charged to a FEDVIP Covered Enrollee. Neither GEHA nor any FEDVIP Covered Enrollee shall be held responsible or liable for any amounts greater than the FEDVIP allowable amount for services rendered by a Participating Provider to a FEDVIP Covered Enrollee. FEDVIP Covered Enrollees cannot be billed the difference between FEDVIP Plan Allowance and the first Payor's allowance, when the first Payor's allowance is greater than the FEDVIP allowable amount. Thus, FEDVIP Covered Enrollees will only be responsible for payment of the balance of the FEDVIP Plan Allowance minus all payments made by the first Payor and GEHA. FEDVIP Covered Enrollees and GEHA will not be responsible for increased out-of-pocket costs when Covered Enrollees utilize the services of a Connection Dental Participating Provider that also participates in another Payor's PPO network. This is applicable to GEHA Connection Dental Federal and the GEHA Health Plan.
FEDVIP Technical Guidance, Amendment 0005

<u>Provider-Patient Relationship</u>
No state-specific requirements.

<u>Required Content in Contract</u>
GEHA's Participating Provider agreement does not include a term or condition that: (1) prohibits the Participating Provider from offering to provide services to the enrollees of another carrier at a lower rate of reimbursement; (2) requires the Participating Provider to provide the carrier with the same reimbursement

arrangement that the Participating Provider has with another carrier if the reimbursement arrangement with the other carrier is for a lower rate of reimbursement; or (3) requires the Participating Provider to certify to the carrier that the reimbursement rate being paid by the carrier to the Participating Provider is not higher than the reimbursement rate being received by the Participating Provider from another carrier.
MD Code, Insurance, § 15-112

PROVIDER DISCLOSURE: Providers have the right to elect not to serve on a provider panel for workers' compensation services.
Participating Providers are not required to also serve on a provider panel for workers' compensation services as a condition of participation in the GEHA/Connection Dental provider panel. The Participating Provider Agreement may not be terminated, limited, or otherwise impaired based on the health care provider's election not to serve on a provider panel for workers' compensation services.
MD Code, Insurance, § 15-125

The Participating Provider Agreement may not in any manner assign, transfer, or subcontract a Participating Provider's contract, wholly or partly, to an insurer that offers personal injury protection coverage without first informing the Participating Provider and obtaining the Participating Provider's express written consent. The Participating Provider Agreement may not be terminated, limited, or otherwise impaired on the basis that the Participating Provider refused to agree to an assignment, transfer, or subcontract of all or part of the Participating Provider's Agreement to an insurer that offers personal injury protection.
MD Code, Insurance, § 15-125

As required by Maryland law, a Participating Provider shall make an initial 12-month commitment to GEHA and may not terminate the Agreement during the 12-month period unless the Participating Provider becomes unavailable during the 12-month period for reasons beyond control of GEHA or the Participating Provider.
COMAR 31.12.04.08

These policies and procedures are subject to change without notification as permitted by law. Any changes in state and/or federal laws that are applicable to the GEHA Participating Provider Agreements or the GEHA/CONNECTION Dental Network are hereby incorporated into these policies and procedures.

Please note: Government Employees Health Association, Inc.'s Federal Employee Health Benefits Plans are not subject to state law. GEHA owns and operates the GEHA/CONNECTION Dental Network, which is a non-risk bearing PPO network. The above policies and procedures may or may not be applicable to the GEHA/CONNECTION Dental Network, depending on whether the network is included within the state-specific definitions that are applicable to state laws, rules and regulations.

GEHA Covered Persons are participants in the Federal Employees Health Benefits Program, and benefit matters for such participants shall be resolved by the United States Office of Personnel Management ("OPM") in accordance with the disputed claims procedures in the Federal Employees Health Benefits Act and the regulations of the OPM.

The Participating Provider agrees to under no circumstances, including nonpayment by the dental plan organization, insolvency of the dental plan organization, or breach of the Participating Provider Agreement, shall Participating Provider seek payment from an enrollee for services rendered under the Participating Provider Agreement for other than a copayment listed in the dental benefit contract. Participating Provider further agrees that this provision shall survive the termination provision of this Participating Provider Agreement regardless of the cause of the termination.

Experimental services include services or treatment not generally recognized by the dental profession as necessary for treatment of the condition that are experimental or otherwise for which there is no reasonable expectation of effective treatment. The definition for experimental medical services, as defined by Payors other than GEHA, can be found by accessing the Documents Tab on the GEHA/Connection Dental website, https://www.connectiondental.com/

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