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

The below policies and procedures are in addition to the contractual requirements and the GEHA Policies & Procedures for the 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
Please see Network Appeals/Grievances Policies and Procedures.

Terminations Procedures
Subject to applicable continuity of care requirements, a third party's right to exercise a contractor's rights and responsibilities under the Participating Provider Agreements terminates on the date that the health care contract is terminated.
IC 27-1-37.3-10

Dispute Resolution Process
Please see Network Appeals/Grievances.

Network Participation Procedures
When an insurer denies a provider the right to enter into an agreement on the grounds that the provider does not satisfy the terms and conditions established by the insurer for providers, the insurer shall provide the provider with a written notice that explains the basis of the insurer's denial and states the specific terms and conditions that the provider does not satisfy.
IC 27-8-11-3

Notwithstanding any provision of any individual or group policy of accident and health insurance, or any provision of a policy, contract, plan, or agreement for hospital or medical service or indemnity, wherever such policy, contract, plan, or agreement provides for reimbursement for any service which is in the lawful scope of practice of a duly licensed dentist, health service provider in psychology, podiatrist, osteopath, optometrist, or chiropractor, the person entitled to benefits or the person performing services under the policy, contract, plan, or agreement shall be entitled to reimbursement on an equal basis for such service, whether the service is performed by a physician, dentist, health service provider in psychology, podiatrist, osteopath, optometrist, or chiropractor duly licensed under the laws of this state.
IC 27-8-6-1

Except as provided in this subsection, a person may not require a provider, as a condition of entering into a health provider contract for the provision of health care services other than health care services to enrollees of a health maintenance organization, to provide health care services to enrollees of a health maintenance organization. A person may require a provider, as a condition of entering into a health provider contract for the provision of health care services other than health care services to enrollees of a health maintenance organization, to provide health care services to enrollees of a health maintenance organization: (1) in an emergency; or (2) upon referral. If a person requires a provider to provide health care services to enrollees of a health maintenance organization under this subsection, the person: (1) shall reimburse the provider at rates

established under the health provider contract; and (2) may not require the provider to comply with the terms and conditions of the health maintenance organization.
IC 27-1-37-6

Quality of Care Procedures
No state-specific requirements.

Claims Procedures
GEHA shall ensure that an explanation of benefits or remittance advice furnished to the provider that delivers health care services under the health care contract identifies the contractual source of any discount that applies.
IC 27-1-37.3-9

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

Provider-Patient Relationship
No state-specific requirements.

Required Content in Contract
GEHA grants access to the health care services of its Participating Providers to other Payors and entities. The Participating Provider Agreements apply to network rental arrangements, and one purpose of the contract is to grant access to the services of the Participating Providers to other Payors or entities, which may include a

Payor; a third-party administrator or other entity responsible for administering claims on behalf of a payor; a preferred provider organization or preferred provider network; or an entity that provides electronic claims transport between GEHA and a Payor. Other Payors and entities must comply with the terms of the Participating Provider Agreements.
IC 27-1-37.3-7

Participating Providers may obtain a listing of the third parties that have access to their health care services by calling (800) 505-8880.
IC 27-1-37.3-8

GEHA shall provide written notice to the provider of any amendment to the health provider contract not less than forty-five (45) days before the proposed effective date of the amendment.
IC 27-1-37.1-5

A provider who receives notice under IC 27-1-37.1-5 may terminate the health provider contract without penalty by informing the person with whom the health care provider contracts that the provider chooses not to approve the amendment. Notice must be: given not later than fifteen (15) days after the provider receives notice under IC 27-1-37.1-5; and in writing.
IC 27-1-37.1-6

The termination of a contract under IC 27-1-37.1-6 is effective: ninety (90) days after the person with whom the provider contracts receives written notice from the provider that the provider does not approve the amendment; or
on a date earlier than the date described, if agreed to by the person with whom the provider contracts and the provider.
IC 27-1-37.1-7

If a person with whom a provider contracts receives notice from a provider under IC 27-1-37.1-6, the person with whom a provider contracts may not require the provider to comply with the proposed amendment.
IC 27-1-37.1-8

Except in an emergency, a provider who elects to terminate a health provider contract under IC 27-1-37.1 shall, before providing services to a patient who is covered by the contract, notify the patient that the provider's contract has been or will be terminated.
IC 27-1-37.1-9

IC 27-1-37.1 does not apply to an amendment to a health provider contract that is required to comply with a state or federal law.
IC 27-1-37.1-11

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 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 CONNECTION Dental Network, which is a non-risk bearing PPO network. The above policies and procedures may or may not be applicable to the 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.

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