



**GEHA Policies & Procedures
Connection Dental Network
State Specific Policies & Procedures - State of Oregon**

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

GEHA has termination procedures that grant fair and adequate notice and hearing procedures prior to termination or nonrenewal of the contract when such termination or nonrenewal is based on issues relating to the quality of patient care rendered by the provider. Please see Network Appeals/Grievances Policies and Procedures.

Or. Rev. Stat. § 743.803(2)

Dispute Resolution Process

Please see Network Appeals/Grievances.

Network Participation Procedures

GEHA shall approve or reject a complete application within 90 days of receiving the application.

O.R.S. §743.918

Quality of Care Procedures

No state-specific requirements.

Claims Procedures

A health insurer shall pay all claims for medical services covered by the health insurer that are provided by a provider during the credentialing period during or after the credentialing period and at the rate paid to nonparticipating providers. If a provider submits a claim for medical services provided during the credentialing period within six months after the end of the credentialing period, the health insurer may not deny payment of the claim on the basis of the health insurer's rules relating to timely claims submission.

O.R.S. §743.918

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

GEHA agrees not to interfere or intervene and shall use best efforts to require other Payors not interfere or intervene in any manner in the diagnosis or treatment rendered by a Participating Provider to a Covered Person or with the communication between a Participating Provider and a Covered Person. No provider will be terminated or otherwise financially penalized for communicating with a Covered Person.

O.R.S. § 743.834

No provider will be terminated or otherwise financially penalized for referring a patient to another provider, whether or not that provider is under contract with the insurer. If a provider refers a patient to another provider, the referring provider shall comply with the insurer's written policies and procedures with respect to any such referrals, and inform the patient that the referral services may not be covered by the insurer.

O.R.S. § 743.834

Required Content in Contract

GEHA's Participating Provider Agreement does not require a provider to agree: (a) in the event of alleged improper medical treatment of a patient, to indemnify the other party to the Agreement for any damages, awards, or liabilities including but not limited to judgments, settlements, attorney fees, court costs and any associated charges incurred for any reason other than the negligence or intentional act of the provider or the provider's employees; (b) to charge GEHA a rate for services rendered pursuant to the Agreement that is no greater than the lowest rate that the provider charges for the same service to any other person; (c) to deny care to a patient because of a determination made pursuant to the Agreement that the care is not covered or is experimental, or to deny referral of a patient to another provider for the provision of such care, if the patient is informed that the patient will be responsible for the payment of such noncovered, experimental or referral care and the patient nonetheless desires to obtain such care or referral; or (d) upon the provider's withdrawal from or termination or nonrenewal of the Agreement, not to treat or solicit a patient even at that patient's request and expense.

O.R.S. § 743.803(1)

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.

Last modified September 12, 2017.