GEHA Policies & Procedures
Connection Dental Network
State Specific Policies & Procedures - State of South Dakota

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
The health carrier and participating provider shall provide at least sixty days written notice to each other before terminating the contract without cause. If a provider is terminated without cause or chooses to leave the network, upon request by the provider or the covered person and upon agreement by the provider to follow all applicable network requirements, the carrier shall permit the covered person to continue an ongoing course of treatment for ninety days following the effective date of contract termination.
SDCL § 58-17F-11(7)

Dispute Resolution Process
Please see Network Appeals/Grievances.

Network Participation Procedures
A health carrier may approve or disapprove participation status of a subcontracted provider in its own or a contracted network for the purpose of delivering covered benefits to the carrier's covered persons.
SDCL § 58-17F-12

Notwithstanding any provision of any policy of insurance subject to the general provisions of applicable law, if a policy or contract provides for reimbursement for any service which may be legally performed by a person licensed in South Dakota for the practice of medicine, surgery, anesthesia by a certified registered nurse anesthetist licensed as required by law, psychology, dentistry, osteopathy, social work by an independent social worker licensed as required by applicable law, optometry, chiropractic, or podiatry, the reimbursement under that policy or contract may not be denied if the service is rendered by a person so licensed. The provisions of this section apply to all practitioners licensed pursuant to applicable law, and to any plan of self-insurance for public employees. Reimbursement may be denied to a policyholder treating himself or any member of his family residing in his household. However, reimbursement for durable medical equipment, pharmaceuticals, and prosthetic devices may not be denied if within policy coverages.
No policy, certificate, or contract may exclude or limit reimbursement for any lawful diagnostic or treatment service by a licensee defined by law if the exclusion or limitation is based wholly or in part on any requirement that the service be performed in a place of service not normally used by the licensee.
A policy, certificate, or contract may only limit or make optional the reimbursement for any lawful diagnostic or treatment service by a licensee defined by law if the limitation is based on a rational basis which is not solely related to the license under, or practices authorized by, applicable law or is not dependent upon a method of classification, categorization or description based directly or indirectly upon differences in terminology used by different licensees in describing human ailments or in the diagnosis or treatment of human ailments.

This section does not require reimbursement for any method or service not necessary, not reasonable or not generally accepted by the peers of the particular licensed health care provider.
SDCL § 58-17-54

Quality of Care Procedures
It is the health carrier's ultimate statutory responsibility to monitor the offering of covered benefits to covered persons.
SDCL § 58-17F-12(1)

Claims Procedures
If applicable, an intermediary shall transmit utilization documentation and claims paid documentation to the health carrier. The carrier shall monitor the timeliness and appropriateness of payments made to providers and health care services received by covered persons.
SDCL § 58-17F-12(4)

Providers are required to make health records available to the carrier upon request but only those health records necessary to process claims, perform necessary quality assurance or quality improvement programs, or to comply with any lawful request for information from appropriate state authorities. Any person that is provided records pursuant to this section shall maintain the confidentiality of such records and may not make such records available to any other person who is not legally entitled to the records.
SDCL § 58-17F-11(6)

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
The health carrier may not prohibit or penalize a participating provider from discussing treatment options with covered persons irrespective of the health carrier's position on the treatment options, from advocating on behalf of covered persons within the utilization review or grievance processes established by the carrier or a person contracting with the carrier or from, in good faith, reporting to state or federal authorities any act or practice by the health carrier that jeopardizes patient health or welfare.
SDCL § 58-17F-11(5)

Required Content in Contract
In no event may a Participating Provider collect or attempt to collect from a covered person any money owed to the provider by the health carrier nor may the provider have any recourse against covered persons for any covered charges in excess of the copayment, coinsurance, or deductible amounts specified in the coverage, including covered persons who have a health savings account.
SDCL § 58-17F-11(2)

Any insurer, nonprofit, surgical, dental or hospital plan, a health maintenance organization, or any other person required to be licensed or registered under applicable law shall retain all books and records that are subject to examination pursuant to applicable law for a period of not less than five years.
SDCL § 58-1-26

An intermediary shall maintain the books, records, financial information, and documentation of services provided to covered persons and preserve them for examination pursuant to applicable law. An intermediary shall allow the director access to the intermediary's books, records, financial information, and any documentation of services provided to covered persons, as necessary to determine compliance with applicable law.
SDCL § 58-17F-12(5) and (6)

The health carrier shall maintain copies of all intermediary health care subcontracts at its principal place of business in the state, or ensure it has access to all intermediary subcontracts, including the right to make copies to facilitate regulatory review, upon twenty days prior written notice from the health carrier. The health carrier may, in the event of the intermediary's insolvency, require the assignment to the health carrier of the provisions of a provider's contract addressing the provider's obligation to furnish covered services.
SDCL § 58-17F-12(3) and (7)

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 January 13, 2017.