

BLUE CROSS AND BLUE SHIELD OF KANSAS DENTAL PROVIDER POLICIES AND PROCEDURES SUMMARY OF CHANGES FOR 2025

Following is a summary of the changes to Dental Blue Shield Policies and Procedures for 2025. The policy memos in their entirety will be available in the provider publications section of www.bcbsks.com by December 2024.

NOTE: Changes in numbering because of insertion or deletion of sections are not identified. All items herein are identified by the numbering assigned in 2024 Policy Memos. Deleted wording is noted by strikethrough. New verbiage is identified in red.

Dental Policy Memo SECTION I. Confidentiality

- **Page 4:** Added verbiage to cover complying with the gag clause prohibition.

These requirements shall survive any termination or expiration of the Agreement and BCBSKS may seek injunctive relief or specific performance in order to enforce its terms.

Nothing in this section shall be construed to limit the disclosure of confidential information to the extent required by law.

Dental Policy Memo SECTION V. Post-Payment Audits

- **Page 8:** Updated verbiage for clarity regarding timeframe related to post-payment audits.

If medical necessity is not supported by the medical record, BCBSKS will deny as not medically necessary. When BCBSKS requests medical records for an audit and no documentation is received within the 30 ~~business~~-day time limit, BCBSKS will deny for no documentation.

Dental Policy Memo

SECTION XV. Claims Filing

- **Page 17:** Updated verbiage to add clarity on what information is needed to file a claim.

All contracting providers who are defined as eligible providers under the member's BCBSKS contract and who are providing services as defined in their Kansas licensure or certification, shall bill their charges to BCBSKS under their own billing National Provider Identifier (NPI) or ~~specific rendering provider number~~, if applicable. The name of the ordering provider, when applicable, (including NPI or specific rendering provider number, except when exempt by law) must appear on ~~every~~ **the** claim.

Dental Policy Memo

SECTION XXVI. Adverse Events

- **Page 22:** Added section to inform and clarify adverse events.

For Adverse events A, B, & C are not billable to BCBSKS:

- A. Surgery/procedure on the wrong tooth
- B. Surgery/procedure on the wrong patient
- C. Wrong surgery/procedure on a patient

When one of these adverse events occurs, no payment will be made to the provider for that error or the correction of that error. The patient shall be held harmless and may not be billed for any adverse event. The provider shall refund payments to BCBSKS made for an adverse event if a claim is filed in error.

Policy Memo No. 1

SECTION XXVII. Acknowledgment of Independent Status of Plan

- **Page 23:** Updated verbiage to clarify BCBSKS jurisdiction.

The provider hereby expressly acknowledges its understanding that the agreement to which these policies and procedures apply constitutes a contract between the provider and BCBSKS that the Plan is an independent corporation operating under a license with the Blue Cross Blue Shield Association (Association), an association of independent BCBS Plans, the Association permitting the Plan to use the BCBS Service Marks, and that the Plan is not contracting as the agent of the Association. **BCBSKS serves an operating are of 103 counties in Kansas (all counties except Johnson and Wyandotte).**

Dental Policy Memo

SECTION XXXV. Acknowledgment of Non-Discrimination Laws

- **Page 25:** Updated verbiage and section title to include equitable access along with non-discrimination laws.

Acknowledgement of Non-Discrimination Laws and Equitable Access Requirements

As a provider of services to the State of Kansas and to counties, municipalities and other state governmental units, BCBSKS is required by K.S.A. 44-1030 to observe the provisions of the Kansas Act Against Discrimination, not to discriminate against any person in the performance of work because of race, religion, color, sex, disability, national origin or ancestry, to include the phrase "equal opportunity employer" or a similar phrase in advertisements for employees, and to require in any contracts BCBSKS has with others that such others shall also abide by such provisions, and that if such contractors are found guilty of a violation of the Kansas Act Against Discrimination, such contractors shall be deemed to have breached their contracts with BCBSKS and the contract may be canceled, terminated or suspended in whole or in part. The contracting provider agrees that it shall abide by the foregoing provisions.

As a provider of services for qualified health plans, any entity that operates a health program or activity, any part that receives Federal financial assistance is required by Section 1557 of the Patient Protection and Affordable Care Act, and its implementing regulations published by the Office of Civil Rights, to not discriminate against any person on the basis of race, color, national origin, sex, gender identity, age, or disability, to accommodate individuals with limited English proficiency. Any entities that are found to have discriminated in violation of section 1557, and its implementing regulations, can be subject to a private right of action. The contracting provider agrees that it shall abide by the foregoing provisions.

Providers agree to ensure that all services are provided in a culturally competent manner to all enrollees and to promote equitable access to all enrollees, including but not limited to the following:

- People with limited English proficiency or reading skills.
- People of ethnic, cultural, racial, or religious minorities.
- People with disabilities.
- People who identify as lesbian, gay, bisexual, or other diverse sexual orientations.
- People who identify as transgender, nonbinary, and other diverse gender identities, or people who were born intersex.
- People living in rural areas and other areas with high levels of deprivation.
- People otherwise adversely affected by persistent poverty or inequality.