PROVIDER BULLETIN
PROVIDER INFORMATION

BlueCross BlueShield Minnesota

November 1, 2017

2018 Renewal Changes Summary for Institutional Providers

Blue Cross and Blue Shield of Minnesota, Blue Plus, and Affiliates (Blue Cross) is simplifying the annual renewal process by communicating substantive changes to the 2018 Institutional Provider Service Agreement, including the Schedule of Payment Plan for Institutional Providers, via this Provider Bulletin. The complete Provider Service Agreement (Agreement) is modified periodically to reflect the most current regulatory changes and other clarifications necessary to properly administer the Agreement. The minor changes and clarifications to the Agreement effective January 1, 2018 are detailed below. The summary items are listed in order of appearance in the Agreement.

Provider Service Agreement Changes

1) Article II. B. The definition of "Agreement" has been further clarified to include the originally executed signature page in section 1. Therefore, the definition is hereby superseded by the following:

   "Agreement" means this Institutional Provider Service Agreement, including (1) the originally executed signature page which shall be binding upon all of Provider's Health Care Professionals, (2) the applicable Schedule of Payment Plan (s), attached hereto (e.g. the Schedule of Payment Plan for Institutional Providers, the Schedule of Payment Plan for Critical Access Hospitals, the Schedule of Payment Plan for Hospice Care Services, and/or the Schedule of Payment Plan for Freestanding Rural Health Clinics and Federally Qualified Health Centers; each a "Schedule of Payment Plan"), (3) the applicable Attachment A-Rate Table, (4) Attachment B-Definition of Outpatient Health Service Categories as applicable (5) the Amendment to the Agreement – Medicare Programs, as applicable, (6) the provisions of the Provider Policy & Procedure Manual as it may be amended by Blue Cross from time to time (available at bluecrossmn.com), (7) any and all existing and effective Provider Bulletins (available at bluecrossmn.com) as well as any Provider Bulletins issued by Blue Cross during the term of this Agreement, (8) any and all existing and effective Exhibits to this Institutional Provider Service Agreement previously issued by Blue Cross, (9) the provisions of Credentialing and Recredentialing Policy Manual (available at bluecrossmn.com), (10) Medical and Behavioral Health Policies (available at bluecrossmn.com), (11) any and all existing and effective Reimbursement Policies (available at bluecrossmn.com) as well as any Reimbursement Policies issued by Blue Cross during the term of this Agreement, and (12) any other Addenda or Amendments whose terms and provisions are incorporated into and made a part of this Agreement.

2) Article II. J. The definition of Medically Necessary has been further clarified to include the term "Medically Necessary and Appropriate." Therefore, the definition is hereby superseded by the following:

   "Medically Necessary" or "Medical Necessity" or "Medically Necessary and Appropriate" shall have the meaning as defined in the Subscriber Contract.

3) Article II. M. The definition of "Pre-Certification" or "Pre-Service Review" has been further clarified to include the term "Prior Authorization." Therefore, the definition is hereby superseded by the following:

   "Pre-certification" or "Pre-Service Review" or "Prior Authorization" means an advance review of a proposed facility admission or certain Health Services or procedures in order to determine whether the proposed admission, Health Services or procedures are appropriate and meet the Medical Necessity criteria for payment and to ensure that the Subscriber receives the maximum benefits available under the Subscriber's Contract.

4) Article III. D. Claim Submission has been clarified with minor clarification to emphasize Provider's obligations regarding claims submission accuracy to best support CMS requirements. Therefore, the provision is hereby superseded by the following:

Claims Submission. Provider shall promptly submit claims for Health Services to Blue Cross or the Plan Sponsor as directed by Blue Cross. Blue Cross requires Providers to make every effort to submit complete, comprehensive and accurate risk adjustment data as established by the State of Minnesota and Blue Cross. Blue Cross may implement a financial penalty for failure to submit timely, complete, comprehensive and accurate data. Provider shall abide by all applicable state or federal laws and rules such as the Affordable Care Act with respect with data submission. Provider shall use its best efforts to submit claims within 30 days of the date of service. In no event may Provider submit claims later than 120 days from the date of service. Such claims shall include all Health Services provided to a Subscriber and all documented diagnoses must be submitted on the claim as specifically as possible. Provider must submit claims using electronic claims submission formats, process and procedures as set forth in the Provider Policy & Procedure Manual, Provider Bulletins or as required by the Plan Sponsor including the proper provider identification number. Provider shall have the right to review its claims which have been processed by Blue Cross at Blue Cross' offices during Blue Cross' regular business hours. Provider waives any right to collect for charges not included in the claim as submitted and agrees not to bill the Subscriber for any such omitted services or claim or late charges.

5) Article IV. G. Overpayments provision has been clarified to assure correct administration of the Agreement to best support the commitment of both Parties to accurate payment. Therefore, the provision is hereby superseded by the following:

Overpayments. Provider shall promptly report and return overpayments of any kind to Blue Cross. Blue Cross may recover overpayments of any kind to assure correct administration of the Agreement. If the overpayment is a result of data incorrectly submitted on a claim for Health Services provided, Provider must promptly send a replacement claim correcting the date and allowing Blue Cross to recoup such overpayment. Submission of replacement claims is limited to six (6) months from last remittance date. Blue Cross shall have the right to make, and Provider shall have the right to request, corrective adjustments to any previous payment for a claim for Health Services provided, however, that any corrective adjustments by Blue Cross or requests for corrective adjustments by Provider that are approved by Blue Cross shall be made within twelve (12) months from the date the claim for such Health Services was paid or denied by Blue Cross. No corrective adjustments shall be made by Blue Cross after such twelve (12) month period; provided however, that corrective adjustments may be made by Blue Cross after such twelve (12) month period for adjustments related to fraud, coordination of benefits recovery, subrogation recovery, and certain other payments as set forth in the Provider Policy & Procedure Manual.

6) Article VIII. B. 1. Termination provision has been clarified to indicate that the Agreement may be extended to allow continuity of care practices only where applicable. Therefore, the provision is hereby superseded by the following:

This Agreement may be terminated without cause by either Party upon prior written notice to the other Party with termination to become effective 130 days after receipt of written notice. If the Agreement is so terminated by Blue Cross, Blue Cross may extend the terms of the current Agreement for a period of up to an additional 180 days, to allow Blue Cross proper notification to Subscribers and continuity of care practices where applicable. During such additional period of 180 days of participation, the Provider shall receive payment at the same rates that were in effect on the date termination notification was provided.

7) Article VIII. B. 7. Termination specifies the Agreement will be terminated in the event that Provider does not submit any claims to Blue Cross for a 12-month period and therefore brings no value to the Provider in being participating. Therefore, the following provision is hereby added:

In the event that Blue Cross does not receive any claims submitted by Provider for a 12-month period, Blue Cross will terminate the Agreement upon the expiration of that 12-month period.

Schedule of Payment Plan Changes

1) Article I. E. Skilled Nursing Facilities clarifies the calculation of payment amount to include the then current equivalent Medical Assistance Case Mix Payment rate. Therefore, the provision is superseded by the following:

Skilled Nursing Facilities. Blue Cross shall pay, and the Provider shall accept as payment in full, 100% of the Medical Assistance Case Mix Payment rate as approved by DHS, minus Other Party Liabilities, for Health Services. For Health

Services other than those covered by the per diem, Blue Cross shall pay, and the Provider shall accept as payment in full, 100% of the standard Minnesota Medical Assistance rate. If Provider does not participate in Minnesota Medical Assistance, Blue Cross shall pay, and the Provider shall accept as payment in full, 100% of allowed regular billed charges, based upon the then current equivalent Medical Assistance Case Mix Payment rate, minus Other Party Liabilities for Health Services.

2) Definitions are now included in the Provider Policy and Procedure Manual.

No changes have been made to the Medicare Amendment

Disclosure of Ownership
A Disclosure of Ownership form must be completed and submitted annually to Blue Cross per Minnesota Department of Human Services requirements. Information about the requirement and an electronic version of the form are available at bluecrossmn.com.

Questions?
If you have questions about the changes made in 2018, please contact provider services at **(651) 662-5200** or **1-800- 262-0820**. If you want to have a comprehensive copy of a new Agreement that reflects these changes, send a request to the following email box: Request.Contract.Renewal@bluecrossmn.com and a complete copy of your Agreement will be sent to you for your convenience.