

PROVIDER BULLETIN

PROVIDER INFORMATION



November 14, 2017

2018 Renewal Changes Summary for Blue Plus Primary Care Clinic Providers

Blue Cross and Blue Shield of Minnesota, Blue Plus, and Affiliates (Blue Plus) is simplifying the annual renewal process by communicating substantive changes to the 2018 Blue Plus Primary Care Clinic Provider Service Agreement 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. C. 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 Therefore, the definition is hereby superseded by the following: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 Primary Care Clinic Provider Service Agreement, including (1) the originally executed signature page, which shall be binding upon all of PCC's Health Care Professionals, (2) the applicable fee schedule(s), (3) the Amendment to the Agreement – Medicare Programs, as applicable, (4) the Provider Policy & Procedure Manual as it may be amended from time to time (available at bluecrossmn.com), (5) the Blue Plus Manual as it may be amended from time to time (available at bluecrossmn.com), (6) any and all existing and effective Provider Bulletins (available at bluecrossmn.com) as well as any Provider Bulletins issued by Blue Plus during the term of this Agreement, (7) the Reimbursement Policies as may be amended by Blue Plus from time to time (available at bluecrossmn.com), (8) any and all existing and effective Exhibits, (9) the provisions of the Credentialing and Recredentialing Policy Manual as it may be amended by Blue Plus from time to time (available at bluecrossmn.com), and (10) any other Addenda or Amendments whose terms and provisions are incorporated into and made a part of this Agreement.

- 2) Article II. I. 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 Therefore, the definition is hereby superseded by the following: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 "Medically Necessary and Appropriate" or "Medical Necessity" shall have the meaning as defined in the Subscriber Contract.

- 3) Article III. C. 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. PCC shall promptly submit claims for Health Services to Blue Plus or the Plan Sponsor as directed by Blue Plus. Blue Plus requires PCC to make every effort to submit complete and accurate risk adjustment data as established by the State of Minnesota and Blue Plus, and Blue Plus may implement a financial penalty for failure to submit timely, complete, comprehensive, and accurate data. PCC shall abide by all applicable state or federal laws and rules such as the Affordable Care Act with respect to data submission. PCC shall use its best efforts to submit claims within 30 days of the date of service. In no event may PCC 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. PCC 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. PCC shall have the right to review its claims which have been processed by Blue Plus at Blue Plus'

offices during Blue Plus' regular business hours. PCC 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, claim or late charges.

- 4) Article III. D. Additional Information has been clarified with minor clarification to indicate that PCC will furnish the additional information as necessary to correctly administer the Agreement. Therefore, the provision is hereby superseded by the following:

Additional Information. PCC shall promptly furnish at its own expense, any additional information that Blue Plus or the Plan Sponsor shall reasonably request as necessary to correctly administer the Agreement including to respond to claims, utilization review, coordination of benefits, credentialing, quality improvement and care management reviews, Pre-Certification reviews, Pre-Service Reviews, preadmission notification, prior authorizations, Medical Necessity reviews, and medical abstract reports if applicable. The PCC shall be responsible for any penalties for failure to abide by required preadmission notifications, pre-certification requirements, or other such advance notice requirements. The PCC shall be responsible for obtaining any authorization required to release such information to Blue Plus and/or the Plan Sponsor. PCC shall comply with requests related to Risk Adjustment and other government required activities such as Medicare Advantage Star Ratings or requirements of the Affordable Care Act or other applicable rules or requirements.

- 5) Article III. E. Clinical Coding Requirements has been clarified to reflect the importance of including all diagnosis and procedure codes for accurate reporting. Therefore, the provision is hereby superseded by the following:

Clinical Coding Requirements. PCC shall place all appropriate diagnosis and procedure codes and other necessary codes on each claim prior to submission to Blue Plus or Plan Sponsor.

- 6) Article III. F. Medical Records has been clarified with minor clarifications to support the need for comprehensive documentation. Therefore, the provision is hereby superseded by the following:

Medical Records. PCC shall at PCC's expense, maintain and promptly submit when requested medical record documentation that is complete, clear, comprehensive, concise, consistent, and legible and which conforms with reasonable documentation standards as set forth in the Provider Policy & Procedure Manual. Health Services rendered to Subscribers with no corresponding documentation in the medical record are not eligible for payment and will be the PCC's responsibility. PCC shall maintain all Subscriber medical records for a minimum of ten (10) years after the last date a Health Service was provided to the Subscriber under this Agreement. PCC shall ensure that all diagnoses are supported in the medical record documentation for each encounter.

- 7) Article IV. A. Payment Amount has been clarified with a minor addition to reflect adherence to Minnesota statute. Therefore, the provision is hereby superseded by the following:

Payment Amount. Blue Plus shall assure prompt payment directly to PCC for Health Services covered under the Subscriber Contract and prompt response to PCC's claims and inquiries. Clean claims that are correctly submitted with all required information shall be paid or denied within 30 calendar days of receipt by Blue Plus if applicable under 62Q.75. Except as provided below, payment to PCC for Health Services shall be the lesser of 90% of PCC's regular billed charge or 90% of the Blue Plus fee schedule allowance as determined by Blue Plus (including consideration of PCC's and/or Health Care Professional's license and training), minus Subscriber or other party liabilities (e.g., deductible, coinsurance, non-covered Health Services, and coordination of benefits with other health plans, employer liability plans, Workers' Compensation, or automobile insurance plans) (collectively, "Other Party Liabilities"). PCC agrees to accept such payment amount as payment in full and shall not bill Subscriber for the remaining ten percent (10%).

- 8) Article IV. D. Minnesota Health Care Programs has been clarified to reflect the applicability of the Blue Plus medical assistance fee schedule. Therefore, the provision is hereby superseded by the following:

Minnesota Health Care Programs. For those Health Services provided to Minnesota Health Care Programs Subscribers, Blue Plus will pay Provider for Health Services at the lesser of 90% of Provider's regular billed charge or 100% of the Blue Plus medical assistance fee schedule as determined by Blue Plus.

- 9) 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. PCC shall promptly report and return overpayments of any kind to Blue Plus. Blue Plus may recover overpayments of any kind to assure correct administration of the Agreement. If the overpayment is the result of data incorrectly submitted on a claim for Health Services provided, PCC must promptly send a replacement claim correcting the data and allowing Blue Plus to recoup such overpayment. Submission of replacement claims is limited to six (6) months from last remittance date. Blue Plus shall have the right to make, and PCC 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 Plus, or requests for corrective adjustments by PCC that are approved by Blue Plus, shall be made within twelve (12) months from the date the claim for such Health Services was paid or denied by Blue Plus. No corrective adjustments shall be made by Blue Plus after such twelve (12) month period provided however, that corrective adjustments may be made by Blue Plus 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.

Blue Plus may conduct an audit to determine if PCC's aggregate reimbursement adjustment exceeded the Negotiated Reimbursement Adjustment that was expected and agreed upon in writing between the PCC and Blue Plus during their good faith negotiations. In the event that PCC's actual Charge Description Master Adjustment causes an aggregate change to reimbursement in excess of the Negotiated Reimbursement Adjustment, Blue Plus shall have the right to adjust Reimbursement Rates to the PCC in order to achieve the Negotiated Reimbursement Adjustment that should have been implemented to yield the expected and agreed upon aggregate reimbursement. The adjusted Reimbursement Rates shall also be applicable to the calculations used by Blue Plus for any future Negotiated Reimbursement Adjustments.

This audit will use one consistent Data Set and apply the Reported Charge Description Master Adjustment and agreed upon Reimbursement Rates to determine the modeled aggregate increase that should have occurred for the Contract Period. The Data Set will then be used to apply the actual Charge Description Master Adjustments and the agreed upon Reimbursement Rates to determine whether any variance in expected reimbursement exists.

Recovery of Identified Overpayments. If an audit determines that an overpayment exists, Blue Plus shall have the right to take the following actions:

1. Recover amounts paid in excess of the Negotiated Reimbursement Adjustment. This may be accomplished via a lump sum cash settlement, adjustment of claims, or an offset of future claims payments. Adjustment of claims generally shall be limited to Health Services incurred during the current calendar year. For Health Services rendered prior to the current calendar year, generally a lump sum cash settlement or other similar retrospective reconciliation shall occur. PCC must make payment to Blue Plus within 180 days of notification by Blue Plus of an overpayment due. Any amounts that remain owed to Blue Plus following 180 days will be recovered by Blue Plus through deductions from future payments owed to PCC;
 2. Blue Plus may adjust the Reimbursement Rates applicable to future claim payments in order to neutralize the impact of the PCC's charge adjustments which exceeded the agreed upon reimbursement. Blue Plus shall provide 45 days advance written notice of PCC's new Reimbursement Rates, and payment shall continue at such Reimbursement Rates until a new agreement is reached between the Parties according to the terms of the Agreement.
- 10) Article IV. I. Subscriber Liability has been clarified to reflect the applicable Minnesota statute. Therefore, the provision is hereby superseded by the following:

Subscriber Liability. PCC agrees to make a good faith effort to collect any deductible, coinsurance, and/or copayment amounts due from Subscriber. This provision shall not prohibit PCC from collecting a lesser amount on individual hardship cases as determined by PCC. This provision in no way obligates PCC to pass on to Blue Plus any discounted payment arrangements it has negotiated with other third-party payors. Deductible and coinsurance liability of the Subscriber shall be calculated based upon the lesser of the Blue Plus fee schedule amounts or 90% of PCC's regular billed charge, as calculated by Blue Plus, unless otherwise authorized by Blue Plus. Blue Plus shall calculate the appropriate Subscriber liability amounts and notify PCC of the Subscriber's liability following submission of the claim by PCC. PCC shall abide by all applicable statutes and requirements, including 62Q.751 with respect to collection of and return of deductibles and coinsurance amounts. Provider shall not withhold or delay service to a Subscriber based on the Subscriber's failure to pay the deductible or coinsurance at or prior to service. Further, PCC agrees that all terms of this Agreement apply to all services provided to Subscribers, regardless of the services provided. PCC further agrees not to charge Minnesota Senior Health Options (MSHO) Subscribers coinsurance or copayment amounts that would exceed the amounts permitted under Minnesota Health Care Programs.

- 11) Article X. B. Termination is hereby modified to include a new provision to reflect that in the event the Provider submits no claims for a 12-month period, the Agreement will be terminated because the Agreement brings no value to Provider. Therefore, the following provision is hereby added.

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

- 12) Article X.C. 1. Obligations Upon Termination has been modified to reflect the requirements for Federal Employee Plan Subscribers. Therefore, the provision is hereby superseded by the following:
1. PCC agrees to provide to all Subscribers who are in an active course of treatment advance written notice of the termination of the Agreement prior to the effective date of termination. Such notice shall specify the effective date of such termination of this Agreement and shall indicate that PCC will become nonparticipating on the effective date of termination. If such notice is not provided, PCC may not collect from the Subscriber more than the amount allowed by Blue Plus. For Minnesota Advantage Health Plan Subscribers and Federal Employee Plan Subscribers only, if the Agreement terminates during a calendar year, all the terms of the Agreement will continue until the end of the current calendar year.

No changes have been made to the Medicare Amendment

Disclosure of Ownership

A Disclosure of Ownership form must be completed and submitted to Blue Plus 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 would like to have a comprehensive copy of a new Agreement that reflects these changes, please 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.