PROVIDER BULLETIN
PROVIDER INFORMATION

BlueCross BlueShield Minnesota

May 1, 2018

2018 Renewal Changes Summary For Suppliers Of Durable Medical Equipment (DME)

Blue Cross and Blue Shield of Minnesota and Affiliates (Blue Cross) is simplifying the annual renewal process by communicating substantive changes to the 2018 Provider Service Agreement with Suppliers of Durable Medical Equipment via this Provider Bulletin. The complete Provider Service Agreement with Suppliers of Durable Medical Equipment (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 July 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 clarified to include the Reimbursement Policies as item 6. Therefore, the definition is restated as follows:

   "Agreement" means this Provider Service Agreement with Suppliers of Durable Medical Equipment, including (1) the originally executed signature page, which shall be binding upon all of Provider'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) 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, (6) the Reimbursement Policies as may be amended by Blue Cross from time to time (available at bluecrossmn.com), (7) any and all existing and effective Exhibits, (8) the provisions of the Credentialing and Recredentialing Policy Manual as it may be amended by Blue Cross from time to time (available at bluecrossmn.com), and (9) any other Addenda or Amendments whose terms and provisions are incorporated into and made a part of this Agreement.

2) Article II. H. The definition of "Health Care Professional" has been clarified as follows:

   "Health Care Professional" means (1) an individual employed by Provider or an independent contractor of Provider who maintains the necessary and appropriate state health care license, registration or certification, and (2) an individual or entity that is duly licensed or legally authorized to provide durable medical equipment and supplies and has entered into a participating agreement with Blue Cross.

3) Article III.P. Notices; Updates; Changes. This provision has been clarified by the addition of the following initial sentence, in an effort to illustrate the critical importance of providers promptly advising Blue Cross of any changes to provider information:

   "Provider shall promptly notify Blue Cross of any changes to any administrative, demographic, or other provider information of any kind to ensure that Blue Cross has the most current and accurate Provider information."

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4) Article IV.I Overpayments. This provision has been clarified as shown below by the addition of the process for conducting a charge audit:

Blue Cross may conduct an audit to determine if Provider's aggregate reimbursement adjustment exceeded the Negotiated Reimbursement Adjustment that was expected and agreed upon in writing between the Provider and Blue Cross during their good faith negotiations. In the event that Provider's actual Charge Description Master Adjustment causes an aggregate change to reimbursement in excess of the Negotiated Reimbursement Adjustment, Blue Cross shall have the right to adjust Reimbursement Rates to the Provider 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 Cross 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 Cross 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. Provider must make payment to Blue Cross within 180 days of notification by Blue Cross of an overpayment due. Any amounts that remain owed to Blue Cross following 180 days will be recovered by Blue Cross through deductions from future payments owed to Provider;

2. Blue Cross may adjust the Reimbursement Rates applicable to future claim payments in order to neutralize the impact of the Provider 's charge adjustments which exceeded the agreed upon reimbursement. Blue Cross shall provide 45 days advance written notice of Provider'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.

5) Article IV.L Subscriber Liability. This provision has been further clarified by the addition of the following sentence to support the requirements of Minnesota Statute 62Q.751:

"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."

6) Article IX.B Termination. The opening paragraph of this provision has been clarified and restated as shown below to bring clarity to the need to send termination requests in writing:

Termination. This Agreement may be terminated by either Party according to any one or more of the following provisions. Termination determinations are not subject to appeal. Written notice of termination must be mailed to Blue Cross and Blue Shield of Minnesota, Attn: Provider Relations, R317, P. O. Box 64560 St. Paul, Minnesota 55164-0560.

7) Article IX.B Termination. An additional bulleted item has been added to this provision as follows:

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.

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No changes have been made to the Amendment to the Agreement – Medicare Programs.

Disclosure of Ownership
A Disclosure of Ownership form must be completed and submitted 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.

Reimbursement
Participating Providers may request a list of applicable rate allowances by submitting an e-mail request to Fee.Schedule.Allowance.Request@bluecrossmn.com up to twice annually. Your request must include the participating provider's NPI(s) and Blue Cross Internal Reference Number(s).

Questions
If you have any questions about the changes made in 2018, please call our provider service center 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.