



CONTRACT REVIEW

2007 BLUE CROSS BLUE SHIELD OF MINNESOTA AWARE PROVIDER SERVICE AGREEMENT AND ITS MEDICARE PROGRAMS AMENDMENT

In this document, we provide a summary of the changes made in the Blue Cross Blue Shield of Minnesota (BCBS) 2007 Aware Provider Service Agreement (Agreement). Please note that this summary is not intended to be a comprehensive legal analysis and it is not a substitute for legal and accounting advice. If you are interested in determining the specific application of this Agreement to your practice, or in negotiating alternate terms of the Agreement, you will need to contact your own attorney, accountant or consultant.

This Agreement will become effective July 1, 2007. It incorporates the provisions of your original signed agreement and all renewal amendments to date. Because many provisions of the Agreement remain unchanged, you may wish to review previously published reviews available online on the MMA Web site at: www.MMAOnline.net/advocacynews/contractresourceslinks.cfm

Although this Agreement will renew automatically, either party may elect to terminate the Agreement by giving notice of termination within 30 days of the issuance of the contract. If you wish to give notice of termination, you must do so in writing on your corporate/partnership letterhead. The contract states, “notice

(must be) provided to Blue Cross within 30 days of the date Blue Cross issued the renewal or amendment.” (Article VIII, Section A). BCBS has stated that despite this language, a provider can terminate the contract at any time. BCBS would however prefer to receive notice of termination by July 30, 2007 to avoid unnecessary administrative costs.

Changes in the 2007 contract are minimal and the 2006 Agreement is continued largely unchanged.

Definitions. The definition of “Agreement” was clarified to mean, “the complete Agreement between Blue Cross and the Provider including: the Provider Service Agreement and any attachments and amendments thereto including any applicable Rules and Regulations, Provider Bulletins and provisions of the Provider Policy and Procedure Manual in effect, . . . applicable fee schedules, and any other attachments in effect at the time of the effective date of (the) Agreement or subsequently upon notification to the Provider.” (Article II, Section B).

Miscellaneous. The Force Majeure clause was changed to extend the rights of BCBS in the event that a pandemic (influenza or otherwise) is declared by the US government or the World Health

Organization. The new language states, “Blue Cross shall have the right to extend the term of the Agreement until 90 days after the pandemic has been declared over.” (Article XII, Section H). This extension does not eliminate a provider’s right to terminate the Agreement under the terms listed in Article VIII of the Agreement.

The Waiver clause was modified to recognize that, with the exception of those waivers expressly authorized in Article VIII of the Agreement, amendments or modifications made to the Agreement (presumably including those which constitute waivers) must be in writing to be effective. (Article XII, Section I).

The Medicare Programs Amendment to the Agreement includes the following three modifications:

Provider Obligations: Compliance. The referenced CFR section number has been updated. (Section B, Paragraph 2).

Provider Obligations: Record Maintenance. This paragraph extended the period of time that providers must retain medical, financial and administrative records related to a covered service. Records must now be kept for a period of 10 years (the former Agreement required

6 years), following the end of any Agreement term, or the completion date of any audit, whichever is later. (Section B, Paragraph 5). Note that a longer time period may be required by applicable statutes or regulations.

Provider Obligations: Certification of Information Submitted to CMS. This paragraph is new. Blue Cross is required to submit certain information as requested by CMS. This paragraph requires that providers submit to Blue Cross such information and data in the form and manner requested by Blue Cross. Providers are required to certify, to their best knowledge, information and belief, the accuracy, completeness and truthfulness of any such data and information submitted to Blue Cross and acknowledge that the data may be used by Blue Cross to obtain federal funds in accordance with C.F.R. § 422.504(1)(3) and § 423.505(k)(3). (Section B, Paragraph 6).

Because paragraph 6 was added, all subsequent paragraphs were renumbered.