

PROVIDERFACTS

July 2011

2011-052

Update Love Settlement

As you know, the provisions of the Love settlement (the “settlement”) expired at the end of May 2011. As of June 1, 2011, Blue Cross and Blue Shield of Alabama is under no legal obligation to continue any of the business practices established under the terms of the settlement. However, we believe the vast majority of the business practices add value to physician practices and our members and should be continued, under current and evolving policies and procedures. Below you will find a list of those business practices.

Provisions	
<ul style="list-style-type: none"> • Provision for Assignment of Benefits • Preferred Medical Doctor (PMD) Advisory Committee • Availability of Fee Schedules Upon Request • Notice of Material Adverse Changes in Contract Terms • Submission of Clinical Information • Prohibition on All Products Clauses • Allowance for Termination Without Cause • Establishment of Standard Fee Schedules • Payment for Injectibles, Durable Medical Equipment (DME), Administration of Vaccines • Medical Necessity Definition • Policy Issues Involving Clinical Judgment • No Automatic Downcoding of Evaluation and Management (E&M) Claims • Prohibition on Gag Clauses • Arbitration • Contracts with Delegated Entities • Contract Copies 	<ul style="list-style-type: none"> • Prohibition on Most Favored Nation Clause • Posting of Routine Precertification Requirements on Provider Website • Billing Dispute External Review Process • Disclosure of Customized Edits • Payment of Modifiers 25 and 59 • Physician Credentialing • Payment of Modifier 51-Exempt Codes • Payment of Add-On Codes • Payment of Modifiers 25 and 57 • Payment of Supervision and Interpretation Codes • Payment of Indented Codes • Global Periods same as Centers for Medicare & Medicaid Services (CMS) • Disclosure of Significant Edits • Prohibition on Auto Reduction in Intensity of Physicians’ “Current Procedural Terminology” (CPT) Code(s) • Prohibition on Restrictive Endorsement on Checks

There are a few business practices that are covered by state and/or federal law. To the extent the requirements of state and/or federal laws differ from those of the settlement, they will be administered in compliance with the law. Specifically, business practices concerning Mental Health will be administered in compliance with the federal Mental Health Parity law. Usual, Customary and Reasonable (UCR) appeals/determinations and Internal and External Review Processes will be administered in compliance with federal Department of Labor (DOL) and Health Insurance Portability and Accountability Act (HIPAA) appeal procedures. Explanation of Benefits (EOB) and Remittance Advices will be administered in compliance with HIPAA and Patient Protection and Affordable Care Act (PPACA.) Overpayment Recovery and Prompt Pay/Interest provisions will be administered in compliance with the state prompt pay law.

Additionally, all Pharmacy provisions will be administered in compliance with the policies and procedures of our pharmacy benefit manager, Prime Therapeutics, LLC. Business practices incorporated into the PMD Agreement will continue, subject to amendment, as described in the PMD Agreement. Business practices not listed or described herein are not applicable beyond the expiration of the settlement.

Important Information: This is general information and not a guarantee of payment. Benefits are always dependent on whether the service is medically necessary and within the terms of Blue Cross and Blue Shield of Alabama’s member benefit contracts, provider contracts and policies.