

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Midge Ransom	Ext: 3531
DEPARTMENT: Health Department	
DATE: Monday, August 10, 2009	No:

ITEM: Blue Cross/Blue Shield Provider Agreement

Background: Currently, the only insurances that the health department bills are Medicaid, Health Wave and Medicare. Many residents have private insurance that covers immunizations and other services that we provide. To better meet the needs of our clients we would like to be able to bill insurance. This will be beneficial if the county moves to the state employee insurance plan.

Recommended Action: Discuss the Blue Cross/Blue Shield Provider Agreement and agree to accept the Value Blue agreement at 50% of normal BCBKS allowance to cover clients who have been uninsured for at least 12 months.

Attachments: Provider Agreement



CONTRACTING PROVIDER AGREEMENT

County Health Department

SECTION I. CONSIDERATIONS

This agreement is entered into by and between Blue Cross and Blue Shield of Kansas, Inc., a corporation duly organized under the laws of the State of Kansas (hereinafter called "Blue Cross and Blue Shield"), and FRANKLIN COUNTY HEALTH DEPT, a county health department (hereinafter called "the county health department").

In consideration of the promises and the agreement herein contained, it is covenanted as follows:

SECTION II. DEFINITIONS

- A. "Insured" means any person entitled to receive medical and/or surgical services pursuant to the terms of Blue Cross and Blue Shield underwritten or administered contracts referencing contracting providers.
- B. "Maximum Allowable Payment" means the amounts established by Blue Cross and Blue Shield as the maximum payment allowances for services rendered by contracting providers to insureds which are covered benefits under the terms of the insured contracts. (See Section IV.)
- C. "Usual Charge" means the fee most commonly charged, by the county health department, for services provided to all patients.
- D. "Contracting Provider" means any county health department who has duly signed the Blue Cross and Blue Shield Contracting Provider Agreement.
- E. "Health Maintenance Organization" means an organization that makes available health care services on a predetermined periodic rate basis as defined in the Kansas Statutes Annotated.

SECTION III. GENERAL AGREEMENT OF PARTIES

- A. The county health department agrees to:
 - 1. Perform medical and/or surgical services that are medically necessary, provided such services are within the parameters of the county health department's practice.
 - 2. Abide by the existing policies and procedures of Blue Cross and Blue Shield applicable to contracting providers and which have been adopted or hereafter amended by the Blue Cross and Blue Shield Board of Directors. Such policies and procedures shall be provided to the county health department prior to the execution of this agreement. Future amendments shall be provided to the county health department at least 30 days

prior to the effective date of the amendments. In the event that the changes in the policies and procedures are unacceptable to the county health department, this contract may be cancelled by providing written notice to Blue Cross and Blue Shield that the contract is to be terminated 30 days from the date of the notice. If the county health department has not exercised, in writing, a notice of cancellation of this contract on or before the effective date of such amendments, the county health department agrees to abide by such amendments as long as this contract shall remain in effect.

3. Submit claims to Blue Cross and Blue Shield for covered services rendered to insureds, at the usual charge, in the Blue Cross and Blue Shield designated format and to look to Blue Cross and Blue Shield for payment except for coinsurance, deductible, and non-covered amounts.
4. Accept as payment in full for covered services, both from Blue Cross and Blue Shield as well as from insureds (to the extent that insured deductible or coinsurance payments are required for any services received), the payment allowance for such services as determined by Blue Cross and Blue Shield.
5. Make available, at no charge and in the manner designated in the Blue Cross and Blue Shield policies and procedures, all information necessary to carry out the terms of this agreement.
6. Cooperate with Blue Cross and Blue Shield and other providers of health care services in utilization review activities as approved by the Blue Cross and Blue Shield Board of Directors. Cooperate in other activities to assure effective and efficient provision of services, accepting the decisions of the Blue Cross and Blue Shield review committees, consultants, and utilization review committees with respect to reasonable payment for atypical or unusually difficult procedures, the appropriateness of the services rendered, the appropriateness of the place of rendering of the service, and the medical necessity of the service. Abide by the utilization review policies and procedures and the appeals process designated in the policies and procedures of Blue Cross and Blue Shield, and not bill insureds for amounts of charges for services denied by various review committees or consultants.
7. Permit on at least an annual basis publication, distribution, and dissemination of the county health department's name and address, as a contracting provider, as indicated by the county health department to Blue Cross and Blue Shield prior to the distribution date.
8. Permit Blue Cross and Blue Shield to exercise a right of offset, deducting from future payments amounts paid in error. Blue Cross and Blue Shield shall provide adequate notice of the amounts offset, the name of the insured on whose behalf payments were in error, and relevant service dates. Blue Cross and Blue Shield shall give the provider the opportunity to refund prior to exercising the offset.

B. Blue Cross and Blue Shield agrees to:

1. Make payment directly to the county health department for covered services rendered to insureds.

2. Reimburse the county health department for covered services, the county health department's usual charge up to the maximum allowable payment as defined in Section IV, or the specific amount covered as designated in the insured's contract. If the contracting provider is participating in paperless claims submission, payment will be within an annualized average, for all contracting providers, of 14 working days following receipt of the claims, except in the event of disasters. Also, more frequent periodic payments will be available to contracting providers using the paperless claims system.
3. Consider for additional reimbursement charges above the usual charge if such are associated with procedures necessitating unusually complex departures from generally acknowledged medical-surgical technique.
4. Maintain professional review committees and consultants composed of practicing doctors to conduct reviews of unusual cases and medical necessity of services.
5. Provide contracting providers with Blue Cross and Blue Shield policies and procedures applicable to them. (See Section III.A.2.)
6. Notify the county health department and the insured of appropriate non-covered, deductible, and coinsurance amounts that are the responsibility of the insured.
7. Abide by the appeals procedure designated in the policies and procedures of Blue Cross and Blue Shield.
8. Include the county health department's name on at least an annual notification to insureds of those providers of care that are contracting providers.
9. Notify annually each contracting provider in at least 150 days advance of the end of the calendar year of adjustments to the maximum allowable payment.

SECTION IV. MAXIMUM ALLOWABLE PAYMENT SYSTEM

Blue Cross and Blue Shield will reimburse the county health department's usual charge up to the maximum allowable payment (MAP).

- A. At least annually, the Blue Cross and Blue Shield Board of Directors will establish the MAP for each procedure.
- B. The county health department agrees to fully and promptly inform Blue Cross and Blue Shield of the existence of agreements under which such county health department agrees to accept an amount for any and or all services as payment in full which is less than the amount such county health department accepts from Blue Cross and Blue Shield as payment in full for such services. Blue Cross and Blue Shield staff is authorized to adjust maximum allowable payments for the county health department in light of such agreements, under the following terms:
 1. The Blue Cross and Blue Shield staff may adjust the maximum allowable payment only

in circumstances in which the staff becomes aware through independent investigation or as a result of information provided by a contracting county health department that a contracting provider has a payment agreement with another payor or offers a discount or other financial arrangement, the effect of which is that such contracting provider accepts from another payor as payment in full an amount less than such contracting provider would accept from this corporation as payment in full;

2. Such adjustment shall be approved in writing by the executive vice president or by the president of this corporation.
3. Such adjustment shall be communicated in writing to the contracting provider. Such communication shall be considered a change in policy adopted by the Board of Directors, and the contracting provider shall have such advance notice of the change and such rights to cancel the Contracting Provider Agreement rather than abide by the change as are afforded for other amendments to policies and procedures under Section III.A.2. of this agreement.
4. The Board of Directors of Blue Cross and Blue Shield shall be informed by the staff of any such adjustments to MAP's so made, at the next meeting of the Board of Directors immediately following such adjustment.
5. The Board of Directors of this corporation shall have the ability to make subsequent changes in adjustments to MAP's so made, which changes shall be prospective only and shall be effective as any other amendment to policies and procedures after communication. If a change in such adjustments would have the effect of inducing a party which terminated its Contracting Provider Agreement as a result of the staff adjustment to MAP's to wish to contract anew this Blue Cross and Blue Shield, a contract shall be tendered to such party and shall become effective on the date of execution by such party.

SECTION V. GENERAL CONDITIONS

- A. This agreement will become effective on the date established in the records of Blue Cross and Blue Shield of KS and shall continue in effect unless either party terminates the agreement by giving written notice to the other party at least 120 days prior to the end of a calendar year, or unless terminated as provided for in paragraphs B or C.
- B. This agreement may be terminated by Blue Cross and Blue Shield at any time for cause upon 30 days written notice to the county health department. On termination, Blue Cross and Blue Shield will notify insureds that the county health department is no longer a contracting provider and the county health department must advise insureds seeking services of the change in contracting status. If the county health department does not advise an insured of this change during the remainder of the calendar year, the county health department will be obligated to accept as payment in full the allowances approved under the terms of this agreement. If the agreement is cancelled for cause, the reissuance of the Contracting Provider Agreement shall be solely at the discretion of the Blue Cross and Blue Shield Board of Directors.

C. No provision of this agreement has or is intended to have the effect of infringing upon the patient-physician relationship except in the payment of services covered in the insureds' contracts or of construing that Blue Cross and Blue Shield of Kansas is providing professional medical services to insureds.

Blue Cross and Blue Shield

County Health Department

Signed: _____

Signed: _____

Date: _____

Date: _____

Provider Name (please print): _____

TO BE COMPLETED BY BCBKS ONLY			
Action	Department	Date	Initials
Complete Contract Received	Professional Relations		
Contract Effective	Professional Relations		
Forwarded to Provider Records	Professional Relations		

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do NOT
 send to the IRS.**

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.) FRANKLIN COUNTY HEALTH DEPT	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Requester's name and address (optional)
	Address (number, street, and apt. or suite no.) 1418 S Main, Suite 1	City, state, and ZIP code Ottawa, KS 66067

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											OR Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">4</td> <td style="width: 10%; text-align: center;">8</td> <td style="width: 10%; text-align: center;">6</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">8</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">2</td> </tr> </table>	4	8	6	0	3	8	0	2	2
4	8	6	0	3	8	0	2	2												

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶	Date ▶
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Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive **will** be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



1133 SW Topeka Boulevard
Topeka, Kansas 66629-0001

In Topeka - (785) 291-7000
In Kansas - (800) 432-0216

Web site: www.bcbsks.com

At Blue Cross and Blue Shield of Kansas, we believe all Kansans deserve access to affordable, quality insurance protection. That is why in 2006, with the endorsement of participating doctors, hospitals and the Kansas Insurance Commissioner, we introduced Value Blue.

Value Blue is offered to income-eligible Kansans and their families who have not had health insurance for the past 12 months or longer. Value Blue is an AffordaBlue program with five office calls per person with a \$25 copay, \$300 first dollar coverage for lab and x-ray services, and all other benefits are comprehensive major medical subject to a \$1,000/\$3,000 deductible, 80/20 coinsurance. There is no drug coverage on the basic program.

In order to make Value Blue available to eligible Kansans, BCBSKS makes financial concessions and asks contracting providers to do the same. We do not calculate an administration fee into Value Blue premiums and absorb all costs associated with administering the program. **We ask contracting providers to accept as payment-in-full 50 percent of their normal BCBSKS allowance for covered services.**

Our hope is that providers will see the benefits of lowering the ranks of the uninsured in Kansas while also receiving some reimbursement for care that is currently being provided as charity.

The vast majority of providers choose to participate in this program. If you also would like to participate, no action is needed on your part. However, if you do not want to participate, please complete the information below and return to us.

I/We do not wish to become a Value Blue provider at this time and understand this decision does not affect my/our Blue Cross and Blue Shield of Kansas Competitive Allowance Program (CAP) agreement.

Group/Solo Provider Name MR _____

Group/Solo Provider No. _____

Signature _____

Contact Person _____ Phone No. _____

Fax: (785) 290-0734

Mail: Blue Cross and Blue Shield of Kansas
CC 443
PO Box 239
Topeka, KS 66601-9901