



Healthy Indiana Plan (HIP) Contract Comparison Summaries MDwise and Anthem Blue Cross and Blue Shield

The following is a summary of the key provisions of the MDwise and Anthem Blue Cross and Blue Shield (“Anthem”) Healthy Indiana Plan (HIP) Provider Agreements that ISMA has prepared. The MDwise agreement is considered an Addendum to its Hoosier Healthwise Participating Provider Agreement. The Anthem agreement is considered both an Attachment to its Anthem Blue Cross and Blue Shield Provider Agreement (“Attachment”) and an Amendment to the Anthem Blue Cross and Blue Shield Professional Provider Agreement (“Amendment”). This summary is intended as an overview of the HIP-specific agreements only. Providers are encouraged to read their HIP agreements in their entirety, as well as all other agreements incorporated by reference (e.g., the MDwise Hoosier Healthwise Participating Provider Agreement and the Anthem Blue Cross and Blue Shield Professional Provider Agreement). ISMA has previously prepared short summaries of the 2007 Hoosier Healthwise contracts which is available on ISMA’s website.

In addition to these agreements, physicians who participate in HIP must also comply with the Request for Services issued by the State of Indiana in connection with HIP, and all state and federal laws, rules and regulations applicable to HIP and Medicaid.

Effective Date

MDwise – The later of execution of the agreement by both parties or January 1, 2008. Section I.D.

Anthem – Not addressed in this agreement.

Patient self-referrals

MDwise – Allowed for family planning services and emergency services. Section I.I.

Anthem – Not addressed in this agreement.

Provider credentialing

MDwise – Hoosier Healthwise requirements. Must also have a current IHCP provider agreement and a license in good standing with Indiana Medical Licensing Board. Section II.A.

Anthem – Maintain a current IHCP provider agreement and comply with all IHCP regulations. Attachment Section 3.e. Maintain a license in good standing with Indiana Medical Licensing Board. Attachment Section 3.f.

Covered person eligibility

MDwise – Provider must establish patient’s HIP eligibility prior to rendering services (except emergency care). Section II.C.

Anthem – Not addressed in this agreement.

Identification Card

MDwise - Patient will have an identification card called the POWER Account Card. Provider must require patient to submit card to pay for HIP services at the point of service. Provider must also submit all claims for payment. Section II.D.

Anthem – Not addressed in this agreement.

Collection of co-payments

MDwise – If provider provides emergency room services that do not result in admission, provider must collect copay (as noted on card) for each emergency room visit from the patient (and not from the card or the plan). Section II.E.

Anthem – Not addressed in this agreement.

Legal Recourse

MDwise – Provider may not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have recourse against HIP patients for HIP services rendered, except as permitted under applicable law, the state contract or program rules. Provider may not seek recourse against the patient, MDwise or the state for amounts allegedly owed by MDwise. However, provider may collect emergency room copayments (non-admissions) and other Medicaid-allowed copayments, and, where applicable, subrogation payments, coinsurance and fees for non-HIP covered services delivered on a fee-for-service basis. Section II.F.1.

Anthem – Not addressed in this agreement.

Indemnification Clause

MDwise – Not addressed in this agreement (but see Legal Recourse discussion)

Anthem – Provider must indemnify and hold harmless the State of Indiana, its agencies, officers and employees from all claims and suits, including court costs, attorney's fees, and other expenses, brought because of injuries or damages received or sustained by any person, persons, or property that is caused by any act or omission of the physician. Attachment Section 3.a. (*Note: The Indiana Family and Social Services Administration Office of Medicaid Policy and Planning states that this provision is required by the State*).

Balance Billing

MDwise – Provider may not balance bill the patient amounts not paid by MDwise. Any provider that attempts to balance bill a patient must pay liquidated damages of \$500. Providers who can document that the HIP patient failed to alert the physician of their coverage under the plan will not be charged liquidated damages. Section II.F.2.

Anthem – Provider may not balance bill the patient. Attachment Section 6; Amendment Section 2.a.

Claim Submission

MDwise - Provider must submit all claims within 180 days from the date of service. Providers that possess the capability should submit claims electronically. Section III.A.

Anthem - Provider must submit all claims within 180 days from the date of service. Attachment Section 3.h.

Provider Payment

MDwise - Provider will be paid in accordance with Exhibit 1 to the Addendum. Section III.B.

Exhibit 1 states: If service is payable by Medicare, physician will be paid Medicare rates. If service is not payable by Medicare, physician will be paid 130% of Medicaid rates.

Anthem – Provider will be paid in accordance with provision 2.a in the HIP Amendment. Anthem payment is payment in full. Attachment Section 6. Upon notice of any changes to the fee schedule, Anthem reserves the right to review, accept and implement the change before it shall be effective. Anthem will notify the physician in writing of the new rates and effective date. Amendment Section 2.b.

Amendment Section 2.a states: If service is payable by Medicare, physician will be paid Medicare rates. If service is not payable by Medicare, physician will be paid 130% of Medicaid rates.

Transparency

MDwise – Not addressed in this agreement.

Anthem – Provider agrees that HIP patients will have access to physician’s rates. Such rates, as well as quality information regarding the physician, may be made available on Anthem’s member website. Attachment Section 9.

Claims Dispute

MDwise – MDwise shall make the written provider claim dispute resolution process available to physicians as set forth in Section 7.f of the Hoosier Healthwise agreement. Section III.C.

Anthem – Providers must cooperate and comply with Anthem’s Provider Appeals Process. Attachment Section 3.d.

Compliance Monitoring

MDwise – Not addressed in this agreement. (See Hoosier Healthwise Agreement for corrective action provisions, etc.)

Anthem – Physician must cooperate with any program designed to monitor HIP provider compliance and any related corrective actions. Attachment Section 3.i. Physicians must cooperate with and permit evaluations by Anthem or an authorized state agency of the quality, appropriateness, and timeliness of services rendered to HIP patients. Attachment Section 3.m.

Audits, etc.

MDwise – Not addressed in this agreement.

Anthem – Must cooperate and permit inspections by Anthem or an authorized state agency of any records pertinent to doctor’s care of HIP patients. Attachment Section 3.n. Must cooperate with internal and external quality assurance, utilization review, peer review, and grievance procedures. Attachment Section 3.p.

Term of Agreement

MDwise – Agreement runs from effective date until State and MDwise agreement ends (but no later than December 31, 2013), unless the physician terminates it earlier. Section IV.A.

Anthem – Not addressed in this agreement.

PMP Disenrollment by Physician

MDwise – If Provider is a PMP and terminates HIP Addendum but remains an IHCP provider, Provider must provide continuation of care for assigned HIP patients for a minimum of 30 days or until the member is assigned to another PMP by the Plan. Section IV.B.

Anthem – If provider is a PMP and discontinues participation in HIP, physician must provide continuation of care for assigned HIP patients for a minimum of 30 days or until the member finds another primary source of care. Attachment Section 3.r.

Contract Termination

MDwise – Not addressed in this agreement. (See Hoosier Healthwise Agreement)

Anthem

1. Contract can terminate automatically upon occurrence of several listed conditions (see list).
2. Either party may terminate without cause upon 90 days prior written notice.
3. If either party fails to comply or perform, the other party must notify the defaulting party of its default in writing and the defaulting party has 30 days to cure the default. If the default is not timely cured, the contract is automatically terminated. Attachment Section 4.

Provider Manual

MDwise - MDwise must provide physicians a HIP Program Provider Manual that details the policies and procedures pertaining to delivery of services to HIP patients under the MDwise HIP plan. Section V.B.

Anthem – Not addressed in this agreement.

Medical Records

MDwise – Not addressed in this agreement. (However, the MDwise Hoosier Healthwise agreement prohibits charging patients for copies of their medical records.)

Anthem – Physician must provide a copy of patient’s medical record at no charge upon reasonable request by the patient. Attachment Section 3.k. Provider must facilitate transfer of patient’s medical record at no charge to another provider at patient’s request. Attachment Section 3.l.

Patient Rights

MDwise – Not addressed in this agreement.

Anthem – Provider must “observe and protect the rights” of HIP patients. Attachment Section 3.q.

Pregnancy

MDwise – Not addressed in this agreement.

Anthem – Pregnancy-related services and family planning services for 24 months following a pregnancy are not covered under HIP. Physician must assist in referring any HIP patient who is pregnant to Hoosier Healthwise Package B. Attachment Section 7.

Notice of Change in Information

MDwise – Not addressed in this agreement.

Anthem – Physician must provide Anthem with 30 days prior written notice of any change in information or status that would affect participation or claims payment status (e.g., change of address, physician status change, etc.). Amendment Section 3.

Catholic “Rules”

MDwise - MDwise and physicians may not be required to provide services or participate in activities that are inconsistent with the medical ethics or precepts of the Catholic Church. Section V.D.

Anthem – Not applicable.