Blue Cross Blue Shield of Michigan (BCBSM) is adding certain therapy service providers to its TRUST provider panel. Therapy services include physical therapy services for Independent Physical Therapists (IPTs) and physical therapy, occupational therapy and speech and language pathology services for freestanding, non-hospital Outpatient Physical Therapy facilities (OPTs). Members enrolled in Preferred Provider Organizations (PPOs) and Point of Service (POS) products that are administered by or through BCBSM may receive covered services from the providers in the TRUST Panel with no out-of-panel sanctions.

A provider will be considered for affiliation in the TRUST Panel as an IPT or an OPT if the provider has demonstrated an ability to perform and deliver high quality care in a cost effective manner.

Program applicants will be required to initially meet and continue to meet the following qualification standards and the terms of the applicable TRUST affiliation agreements.

Applications for the program will be judged under the following standards.

NOTE: Headings in this document are for illustrative purposes only. Standards are not limited to the headings under which they appear. Most standards listed are applicable to multiple headings.
I. Standards for Maintaining Quality Health Care

A. Standards that must be met by all providers

1. Agree to provide covered services to members in conformance with:
   a. The applicable TRUST affiliation agreement
   b. Member certificates, riders or benefit plan descriptions
   c. All applicable federal, state and local laws, rules, regulations and licensure requirements
   d. BCBSM’s or its delegate’s utilization management quality assurance standards
   e. All applicable professional and ethical standards.
   f. BCBSM’s credentialing standards

2. Have and maintain satisfactory audit findings and utilization history, as determined by BCBSM or its delegate.

3. Agree to participate in any BCBSM or its delegate’s utilization management, and/or health management programs and adhere to BCBSM quality-related measurement and reporting requirements, policies and procedures.

4. Agree to allow BCBSM or its delegate to audit all of the provider’s utilization, quality, and health management programs.

5. Agree to comply with BCBSM performance improvement programs, including but not limited to collaborative quality improvement initiatives and care management programs as established by BCBSM or its delegate.

6. Demonstrate an ability to perform and deliver high quality care in a cost effective manner.

7. Be able to provide rehabilitative therapy services to persons enrolled in PPO and POS products.

8. If any of the following conditions applies to an applicant provider, the provider will only be considered for affiliation in the TRUST panel at BCBSM’s sole discretion.

February 6, 2008
a. The applicant has been found to have been non-compliant with anti-kickback laws and regulations pertaining to provision of and payment for health care.

b. The applicant has a history of Medicare exclusions, revocations, suspensions, surrenders, disciplinary limitations or probations.

c. For OPTs, including the facility or an officer, director, owner (e.g., individuals or parent organizations) or principal (those with significant authority and responsibility) of the facility, the applicant has been subject to a Corporate Integrity Agreement.

d. For IPTs, the applicant has a history of license revocations, suspensions, surrenders, disciplinary limitations or probations.

B. Standards that must be met by OPT facilities

1. OPT facilities must have and maintain a Traditional Outpatient Physical Therapy Facility Participation Agreement with BCBSM and meet all qualification standards required under that agreement. This includes but is not limited to having and maintaining Medicare certification as a rehabilitation agency for outpatient physical therapy services, or current Medicare participation as a comprehensive outpatient rehabilitation facility (CORF).

2. Provider can demonstrate it provides services that are restorative and rehabilitative in nature.

C. Standards that must be met by IPTs

1. Have a current Medicare supplier number as a physical therapist in private practice.

2. Have a valid Michigan license without restriction to practice as a physical therapist and an active practice located within the state of Michigan.

3. Maintain adequate professional liability insurance as defined by BCBSM, covering the IPT regardless of the location of service.

4. Practice independently, i.e. is not employed or contracted with a physician, physician practice, hospital or OPT.
II. Standards for Controlling Health Care Costs
   A. Accept BCBSM payment as payment in full for covered services and seek payment from members only for applicable deductibles and copayments, non-covered services and other amounts required under the member’s certificates, riders or benefit plans.

   B. Agree to not request or accept payment from members for services that BCBSM has denied or recovered payment due to provider’s failure to comply with BCBSM policies and procedures, except as permitted in the applicable TRUST affiliation agreements.

   C. Agree to collect from enrollees the full amount of any copayments and deductibles relating to covered services except in cases of hardship or where reasonable efforts to collect payment have been unsuccessful.

   D. Agree to maintain accurate and complete financial and billing records as required by BCBSM reimbursement and billing policies and allow BCBSM access to such records for purposes of review, audit, and recovery.

   E. Agree to cooperate with and assist BCBSM in coordination of benefits and subrogation rights, as required by BCBSM guidelines and the applicable TRUST Affiliation Agreement.

III. Standards for Assuring Appropriate Utilization of Health Care Services
   A. Agree to develop, utilize and maintain accurate and detailed medical, appointment, financial and billing records.

   B. Agree to allow BCBSM and member access to review or copy member medical records.

   C. Agree to allow BCBSM access to provider’s financial and billing records, as required by BCBSM for audit purposes.

   D. Agree to comply with program goals, procedures, guidelines, and policies, including pre-certification policies, established by BCBSM or its delegate.

   E. Agree to comply with utilization standards, use management, case management processes and other programs, as established by BCBSM or its delegate.

   F. Agree to verify member eligibility and coverage prior to delivering services.
G. Agree to comply with BCBSM’s credentialing standards.

IV. Standards for Assuring Reasonable Levels of Access to Health Care Service

A. Agree to assist BCBSM in maintaining reasonable levels of access to services for PPO and POS members and customer groups by:
   1. Accepting new PPO and POS patients.
   2. Timely notifying BCBSM if any practice location is closed or new practice locations are opened.
   3. Agreeing to not deny provision of covered services to any member because of the member’s benefit levels or discriminate against a member because of his or her status as a member.

B. Demonstrate at the time of initial affiliation in the TRUST Panel that provider has adequate treatment capacity to serve current members and customer groups in the providers’ service area in accordance with BCBSM TRUST requirements and agree to accept other members in the future unless provider has reached full capacity.

V. Other Standards

A. Comply with all policies established by BCBSM or its delegate for affiliation with the TRUST Panel.

B. Demonstrate an ability to cooperate with BCBSM, PPO or and POS members, customer groups, vendors and the provider community, as evidenced by audit histories, consultant and program committee relationships, and lack of lawsuits, licensure actions, and member complaints.

C. Agree that BCBSM retains the right, at its sole discretion, to determine which providers are eligible for affiliation in the TRUST Panel.

D. Agree to BCBSM’s selection and disaffiliation processes for providers in the TRUST Panel.

E. Agree that BCBSM has the right to exercise business judgment in selecting and disaffiliating panel providers.

F. Agree that customer preference is considered in BCBSM’s selection process.

G. Agree that BCBSM retains the right to determine customer groups and members eligible to use this panel.

February 6, 2008
H. Comply with BCBSM’s restrictions that, during the five year period prior to application, the provider, and if applicable, its officers, directors, owners, and all those with significant authority and responsibility cannot have any of the following if related to the provision of or payment for health care or if BCBSM determines that they affect provider’s ability to render covered services to members:

1. convictions, guilty pleas
2. nolo contendere pleas
3. remands to diversion programs
4. civil judgments or settlements of civil actions against the provider
5. exclusions from state or federal programs

These restrictions relate to legal matters that involve the provision of or payment for health care or are suggestive of the provider’s inability to competently render services to members.

I. Demonstrate sound financial stability, as determined by BCBSM, during the past five years.

J. Agree that BCBSM and its customers have the right to delegate certain administrative duties, e.g., audits, preauthorization, use management, etc., to other parties.

K. Be fully compliant with HIPAA rules including, but not limited to those relating to identifiers, privacy, security and electronic transaction code sets. This may include patient authorization for sharing protected health information for purposes of delivering or improving performance in the delivery of health care.

L. Be free of conflicts of interest relative to BCBSM, its customer groups and members during the term of the TRUST Agreement.

M. Agree to not utilize BCBSM’s corporate names or logos in any way or form without the written approval of BCBSM.