



CLAIMS SETTLEMENT PRACTICES & DISPUTE RESOLUTION MECHANISM

The California Department of Managed Health Care has set forth regulations establishing certain claim settlement practices and a process for resolving claims disputes for managed care products regulated by the Department of Managed Health Care. This information notice is intended to inform you of your rights, responsibilities, and procedures for claim payment and provider dispute resolution for commercial HMO, POS, and, where applicable, PPO products where Brown & Toland Physicians is delegated to perform claims payment and provider dispute resolution. Unless otherwise provided herein, capitalized terms have the same meaning as set forth in Sections 1300.71 and 1300.71.38 of Title 28 of the California Code of Regulations.

I. Claim Submission Instructions

- A. Sending Claims to Brown & Toland. Claims for services provided to members assigned to Brown & Toland must be sent using one of the following routes:

Via Mail: Brown & Toland Claims Department
P. O. Box 72710
Oakland, CA 94612-8910

Via Physical Delivery: Brown & Toland Claims Department
1221 Broadway, Suite 700
Oakland, CA 94612

Via Claims Clearinghouse: Brown & Toland will accept electronic claims submitted through Change Healthcare or Office Ally.

For more information on Change Healthcare, please visit their website at www.changehealthcare.com or call (888) 363-33361.

For more information on Office Ally, please visit their website at www.officeally.com.

- B. Calling Brown & Toland Regarding Claims. For claim filing requirements or claims status inquiries, you may contact Brown & Toland Customer Service Department by calling: 412.972.6002.

- C. Claim Submission Requirements. The following is a list of claim timeliness requirements, claims supplemental information and claims documentation required by Brown & Toland:

i. Timely Claims Submission Policy

All claims must be submitted to Brown & Toland within 6 months from the date of service. Claims submitted after the 6 month deadline will be denied payment. Providers may not bill members for claims denied due to late submission.

If a member has dual coverage and Brown & Toland is the secondary payor, then the provider has 6 months from the date the primary payor processed the claim to submit the claim to Brown & Toland. This date appears on the primary payor's Explanation of Benefits (EOB).

ii. Billing & Coding Standards

Brown & Toland providers shall bill in a manner consistent with Brown & Toland standards, which include but are not limited to applying current Centers for Medicare & Medicaid Services ("CMS"), American Medical Association ("AMA"), and/or Current Procedural Terminology ("CPT") guidelines to the codes on the claim.

The purpose of coding standards is to establish guidelines for Brown & Toland providers to use to ensure accurate reporting of services provided to Brown & Toland members. These standards apply to all Brown & Toland providers.

Submission of an appeal/dispute of a denied service shall include review of the claim in its entirety, when multiple services are on the claim.

If one or more of the other rendered – previously paid – service is deemed to be inappropriately coded (e.g. bundled, mutually exclusive, or service not rendered per documentation, etc.) as a result of new code(s) submitted, the entire claim shall be adjudicated based on the review.

- If the review findings result additional payment of the claim, the claim will be adjusted to reflect additional payment.
- If the review findings result in a potential overpayment, a refund request will be sent to the physician.

For additional information on Brown & Toland's billing and coding standards, please refer to Brown & Toland's Provider Office Manual or go to www.browndtoland.com.

iii. Claim Form Requirements

Brown & Toland providers must bill on CMS (HCFA) 1500 (or equivalent) claim form using standard CPT, ICD-9, HCPCS, and DSMIII coding methodologies for procedure codes and diagnosis codes. All codes must be current and valid as of the date of services billed. Please include a detailed description for all codes that do not have a standard description or are miscellaneous codes.

iv. Operative Report

Brown & Toland providers must submit an Operative Report when billing for codes that have not been pre-authorized by Brown & Toland Referral Services. If Brown & Toland Referral Services Department has authorized all codes on the claim then providers do not need to automatically send an Operative Report along with their claims.

v. Referral Forms

Brown & Toland providers do not need to send copies of their Brown & Toland referral forms to the Claims Department, unless otherwise requested by Brown & Toland.

D. Claim Receipt Verification. Brown & Toland providers may verify that Brown & Toland has received a claim by using one of the following methods:

- i. Electronic: Use BTCARE to look up claims status, which can be accessed at www.browndtoland.com
- ii. Phone: Customer Service Department at 415.972.6002
- iii. Email: Customer Service Department at customerservice@btmg.com

II. Dispute Resolution Process for Contracted Providers

- A. Definition of Contracted Provider Dispute. A contracted provider dispute is a provider's written notice to Brown & Toland and/or the member's applicable health plan challenging, appealing or requesting reconsideration of a claim (or a bundled group of substantially similar multiple claims that are individually numbered) that has been denied, adjusted or contested or seeking resolution of a billing determination. In addition, a contracted provider may also submit a written notice regarding a contract dispute (or bundled group of substantially similar multiple contractual disputes that are individually numbered). Also, a contracted provider may submit a written notice disputing a Brown & Toland request for reimbursement of an overpayment of a claim.

Each contracted provider dispute must contain, at a minimum the following information: provider's name; provider's identification number, provider's contact information, and:

- i. If the contracted provider dispute concerns a claim or a request for reimbursement of an overpayment of a claim from Brown & Toland to a contracted provider the following must be provided: a clear identification of the disputed item, the Date of Service and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information, request for reimbursement for the overpayment of a claim, contest, denial, adjustment or other action is incorrect;
- ii. If the contracted provider dispute is not about a claim, a clear explanation of the issue and the provider's position on such issue; and
- iii. If the contracted provider dispute involves an enrollee or group of enrollees, the name and identification number(s) of the enrollee or enrollees, a clear explanation of the disputed item, including the Date of Service and provider's position on the dispute, and an enrollee's written authorization for provider to represent said enrollees.

To facilitate the submission of dispute by a contracted provider, Brown & Toland asks that a contracted provider use Brown & Toland's "Provider Dispute Resolution Request Form," which will capture all the required information listed above (see section II A). Please see below (section II B) for instructions about how a contracted provider can submit a dispute to Brown & Toland.

- B. Sending a Contracted Provider Dispute to Brown & Toland. To submit a dispute to Brown & Toland, a provider must use a "Provider Dispute Resolution Request Form." which includes all of the information listed in Section II.A. (Please refer to Attachment A.) The "Provider Dispute Resolution Request Form" also is available at www.browndtoland.com. All contracted provider disputes must be sent to the attention of Customer Service Provider Dispute Unit using one of the following routes:

Via Mail: Brown & Toland Customer Service Provider Dispute Unit
P. O. Box 72710
Oakland, CA 94612-8910

Via Physical Delivery: Brown & Toland Customer Service Provider Dispute Unit
1221 Broadway, Suite 700
Oakland, CA 94612

Via email: customerservice@btmg.com

Via Fax: 415.972.6011

- C. Time Period for Submission of Provider Disputes.

- i. Contracted provider disputes must be received by Brown & Toland within 365 days from Brown & Toland's action (or the most recent action if there are multiple actions) that led to the dispute; or

- ii. In the case of Brown & Toland’s inaction, contracted provider disputes must be received by Brown & Toland within 365 days after the provider’s time for contesting or denying a claim (or most recent claim if there are multiple claims) has expired;
 - iii. Contracted provider disputes that do not include all required information as set forth above in Section II. A may be returned to the submitter for completion. An amended contracted provider dispute which includes the missing information may be submitted to Brown & Toland within thirty (30) working days of your receipt of a returned contracted provider dispute.
- D. Acknowledgment of Contracted Provider Disputes. Brown & Toland will acknowledge receipt of all contracted provider disputes as follows:
 - i. Electronic: Contracted provider disputes will be acknowledged by Brown & Toland within two (2) Working Days of the Date of Receipt by Brown & Toland.
 - ii. Paper: Contracted provider disputes will be acknowledged by Brown & Toland within fifteen (15) Working Days of the Date of Receipt by Brown & Toland.
- E. Contact Brown & Toland Regarding Contracted Provider Disputes. All inquiries regarding the status of a contracted provider dispute or about filing a contracted provider dispute must be directed to Customer Service Provider Dispute Unit at: 415.972.6002.
- F. Instructions for Filing Substantially Similar Contracted Provider Disputes. Substantially similar multiple claims, billing or contractual disputes, may be filed in batches as a single dispute, provided that such disputes are submitted in the following format:

Please use the “Provider Dispute Resolution Form” (see section II B -- please refer to Attachment A.). Please check the “Multiple ‘LIKE’ Claims” box in the Claim Information section and complete the spreadsheet. The “Provider Dispute Resolution Request Form” is available at www.browntoland.com.
- G. Time Period for Resolution and Written Determination of Contracted Provider Dispute. Brown & Toland will issue a written determination stating the pertinent facts and explaining the reasons for its determination within forty-five (45) Working Days after the Date of Receipt of the contracted provider dispute or the amended contracted provider dispute.
- H. Past Due Payments. If the contracted provider dispute or amended contracted provider dispute (see Section II. C. iii above) involves a claim and is determined in whole or in part in favor of the provider, Brown & Toland will pay any outstanding monies determined to be due, and all interest and penalties required by law or regulation, within five (5) Working Days of the issuance of the written determination.

III. Dispute Resolution Process for Non-Contracted Providers

- A. Definition of Non-Contracted Provider Dispute. A non-contracted provider dispute is a non-contracted provider’s written notice to Brown & Toland challenging, appealing or requesting reconsideration of a claim (or a bundled group of substantially similar claims that are individually numbered) that has been denied, adjusted or contested or disputing a request for reimbursement of an overpayment of a claim. Each non-contracted provider dispute must contain, at a minimum, the following information: the provider’s name, the provider’s identification number, contact information, and:



- i. If the non-contracted provider dispute concerns a claim or a request for reimbursement of an overpayment of a claim from Brown & Toland to provider, the following must be provided: a clear identification of the disputed item, the Date of Service and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information, contest, denial, request for reimbursement for the overpayment of a claim, or other action is incorrect;
 - ii. If the non-contracted provider dispute involves an enrollee or group of enrollees, the name and identification number(s) of the enrollee or enrollees, a clear explanation of the disputed item, including the Date of Service, provider's position on the dispute, and an enrollee's written authorization for provider to represent said enrollees.
- B. Dispute Resolution Process. The dispute resolution process for non-contracted Providers is the same as the process for contracted Providers as set forth in sections II. B., II. C., II.D., II.E., II.F., II.G., and II.H. above.

To facilitate the submission of dispute by a non-contracted provider, Brown & Toland asks that a non-contracted provider use Brown & Toland's "Provider Dispute Resolution Request Form," which will capture all the required information listed above (see section II A). The "Provider Dispute Resolution Request Form" is available at www.browntoland.com.

IV. Claim Overpayments

- A. Notice of Overpayment of a Claim. If Brown & Toland determines that it has overpaid a claim, Brown & Toland will notify the provider in writing through a separate notice clearly identifying the claim, the name of the member, the Date of Service(s) and a clear explanation of the basis upon which Brown & Toland believes the amount paid on the claim was in excess of the amount due, including interest and penalties on the claim.
- B. Contested Notice. If the provider contests Brown & Toland's notice of overpayment of a claim, the provider, within 30 Working Days of the receipt of the notice of overpayment of a claim, must send written notice to Brown & Toland stating the basis upon which the provider believes that the claim was not overpaid. Brown & Toland will process the contested notice in accordance with Brown & Toland's contracted provider dispute resolution process described in Section II above.
- C. No Contest. If the provider does not contest Brown & Toland's notice of overpayment of a claim, the provider must reimburse Brown & Toland within thirty (30) Working Days of the provider's receipt of the notice of overpayment of a claim.
- D. Offsets to payments. Brown & Toland may only offset an uncontested notice of overpayment of a claim against provider's current claim submission when; (i) the provider fails to reimburse Brown & Toland within the timeframe set forth in Section IV.C., above, and (ii) Brown & Toland's contract with the provider specifically authorizes Brown & Toland to offset an uncontested notice of overpayment of a claim from the provider's current claims submissions. In the event that an overpayment of a claim or claims is offset against the provider's current claim or claims pursuant to this section, Brown & Toland will provide the provider with a detailed written explanation identifying the specific overpayment or payments that have been offset against the specific current claim or claims.
- E. Root Cause Analysis: Upheld and Overturned PDR decisions are tracked via CSM (Customer Service Module). If the root cause of an Overturned PDR decision is identified as system related, the Claims Appeals Team shall work with the appropriate departments (Business Application Configuration or IT) to ensure that the system is updated accurately to prevent future errors which could result in incorrect payments or non-payment of services.

Attachment A

BROWN & TOLAND PROVIDER DISPUTE RESOLUTION REQUEST FORM

NOTE: SUBMISSION OF THIS FORM CONSTITUTES AGREEMENT NOT TO BILL THE PATIENT

INSTRUCTIONS						
<ul style="list-style-type: none"> • Please complete the form below. Fields with an asterisk (*) are required. • Be specific when completing the DESCRIPTION OF DISPUTE and EXPECTED OUTCOME. • Provide additional information to support the description of the dispute. Do not include a copy of a claim that was previously processed. • For standard questions and claims adjustments, you may call Brown & Toland Customer Service at (415) 972-6002. • Mail the completed form to: <table style="margin-left: 20px;"> <tr> <td style="padding-right: 20px;">Brown & Toland Customer Service Provider Dispute Unit</td> </tr> <tr> <td>P. O. Box 72710</td> </tr> <tr> <td>Oakland, CA 94612-8910</td> </tr> <tr> <td>Fax the completed form to:</td> </tr> <tr> <td>(415) 972-6011</td> </tr> </table> 		Brown & Toland Customer Service Provider Dispute Unit	P. O. Box 72710	Oakland, CA 94612-8910	Fax the completed form to:	(415) 972-6011
Brown & Toland Customer Service Provider Dispute Unit						
P. O. Box 72710						
Oakland, CA 94612-8910						
Fax the completed form to:						
(415) 972-6011						

*PROVIDER NAME:	*PROVIDER TAX ID # / Medicare ID #:
PROVIDER ADDRESS:	

PROVIDER TYPE MD Mental Health Hospital ASC SNF
 DME Rehab Home Health Ambulance
 Other _____ (please specify type of "other")

*** CLAIM INFORMATION** Single Multiple **"LIKE"** Claims (complete attached spreadsheet) *Number of claims:* _____

* Patient Name:		* Date of Birth
* Health Plan ID Number:	Patient Account Number:	Original Claim ID Number: (required for claims disputes)
* Service "From/To" Date:	Original Claim Amount Billed:	Original Amount Paid:

DISPUTE TYPE	
<input type="checkbox"/> Claim <input type="checkbox"/> Appeal of Medical Necessity / Utilization Management Decision <input type="checkbox"/> Brown & Toland Request For Reimbursement Of Overpayment	<input type="checkbox"/> Seeking Resolution Of A Billing Determination <input type="checkbox"/> Contract Dispute <input type="checkbox"/> Other:



*** DESCRIPTION OF DISPUTE** (Please attach additional information as needed):

EXPECTED OUTCOME:

_____	_____ () _____
Contact Name (please print)	Title Phone Number
_____	_____ () _____
Signature of Disputing Party	Date Fax Number



BROWN & TOLAND PROVIDER DISPUTE RESOLUTION REQUEST FORM
(For use with multiple “LIKE” claims)

Number	* Patient Name		Date of Birth	* Health Plan ID Number	Original Claim ID Number	* Service From/To Date	Original Claim Amount Billed	Original Claim Amount Paid	Expected Outcome
	Last	First							
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

NOTE: SUBMISSION OF THIS FORM CONSTITUTES AGREEMENT NOT TO BILL THE PATIENT

CHECK HERE IF ADDITIONAL INFORMATION IS ATTACHED
(Please do not staple additional information)

This form is available in electronic format @ www.browndtoland.com, under Physician Links, Provider Dispute Resolution.