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Lori Bielinski, Executive Director
Washington State Chiropractic Association
21400 International Blvd. Suite 207
SeaTac, Washington 98198

Dear Lori,

Below is my review of the Multiplan participating provider agreement (Masters\MPI Provider\Practitioner rev'd 052005). The materials did not indicate which if any Washington state regulated insurance company contracts with Multiplan. If the contract were filed with the Washington Office of Insurance Commissioner on behalf of any Washington regulated insurer, health care service contractor or HMO, the contract would not be approved by the Commissioner. I have included a copy of a March 2005 provider bulletin from Multiplan describing its break in relationship with First Choice health care network and decision to create its own Pacific Northwest network. Contract deficiencies are noted immediately below along with other observations regarding critical terms or conditions.

1. The primary problem with the Multiplan agreement relates to the lack of supporting information. WAC 284-43-320 requires all relevant documents to be given to practitioner prior to contracting. The newly updated OIC analyst worksheet for provider agreements (attached) notes that:

“The provider agreement should be a complete document and not reference additional documents, administrative manuals, or procedures not contained in the provider agreement submitted for approval.”

The contract is vague on key points and no accompanying documentation allows practitioner consideration of the merits of these absent provisions.

2. The contract refers to payors as “clients”; but, no information is given as to which payors carriers are “clients.” Furthermore, no provision allows the practitioner to select or opt out of care for particular types of benefit plans. As such, the network has an “all products” clause.
 - “Benefit Plan” is defined as any “contract, policy, or other document, or a Workers Compensation or auto medical plan...”
 - “Client” is defined as an “employer, insurance carrier, or other entity
 - § A2 (b) requires practitioners to provide care to all “participants including those covered by Workers Compensation and auto liability coverage.”
3. Practitioner is declared to be solely responsible for all care and network disclaims any liability for care. [§B2] RCW 48.43.545

4. If a practitioner is part of a practice group, the practitioner must use a different EIN for services than that used by the practice group unless the group itself has contracted with the network. [§B2(c)]
5. The contract references grievance procedures but none are provided. [§B6 & §C4] WAC 284-43-322
6. Contract audit provisions are mutual and both the practitioner and the network are limited to six months prior to audit notice. [§B7]
7. The network disclaims any responsibility for or control over payor policies, procedures, payments, etc. and none of these are provided for practitioner review prior to contracting. [§C1]
8. The network takes an automatic 10% discount from whatever state fee schedule exists or is negotiated pursuant to state laws for workers compensation or no-fault automobile coverage. [§D2(d)]
9. Whenever one of the network's "clients" is a secondary payor, the payor need only pay its share. It's up to the practitioner to get the rest of the money. [§D4] WAC 284-51-100
10. "Clients" are given the right by network to withhold payment when there is a dispute concerning billing and UR. [§D7]

The greatest defect of this contract apart from those noted above concerns the complete absence of many provisions that would permit a practitioner let alone a regulator to determine compliance with law. For example, because the network disclaims knowledge of or responsibility for payor practices and procedures, a practitioner has no way of determining whether the payors will comply with state laws governing retroactive denial of a claim or the prompt pay regulations.

Feel free to call me if you have any questions relating to any of these observations.

Best regards,



John S Conniff