

BlueCross BlueShield of Tennessee, Inc. Love Settlement Agreement Arbitration Provision for Physicians

BlueCross BlueShield of Tennessee, Inc. ("BCBST") entered into a Settlement Agreement in the Love Class Action in the U.S. District Court of the Southern District of Florida. As part of the agreement, BCBST has agreed to an arbitration provision that would apply to only those physicians that are Class Members in the Love Class Action that did not opt out of the Settlement Agreement. Therefore, for those physicians that are Class Members that did not opt out of the Settlement Agreement, the following arbitration provision will apply to any arbitration filed during the duration of the Settlement Agreement. At the end of the Settlement Agreement, this provision will expire and have no further force and effect on the parties in the agreement.

The existing arbitration provisions and requirements contained in the Provider Agreements and Provider Manual shall apply to any arbitration proceeding to the extent they do not conflict with the provisions of the Love Settlement Agreement. In addition, the provisions of the Dispute Resolution Process set forth in the Provider Agreements and Provider Manual shall still apply.

The following additional terms of the Love Settlement Agreement shall only apply to an arbitration filed by a Physician or Physician Group that is a class member of the agreement and did not opt out of the settlement.

1. In any arbitration with a Participating Physician practicing individually or Participating Physician Group of less than 6 physicians, BCBST agrees to refund any applicable filing fees and arbitrator fees if the Participating Physician is the prevailing party.
2. In any arbitration that involves a Participating Physicians Group of 6 or more Physicians, this Group shall have the right to elect in advance of the proceeding that the prevailing party in the arbitration shall have any applicable filing fees and arbitrators' fees paid by the losing party. If the Participating Physician Group does not make such election, the parties shall bear their own filing fees and arbitrator fees.
3. Terms 1 and 2 above shall not apply to any arbitration in which the Participating Physician purports to represent any Physician outside of his or her group.
4. BCBST will not require multiple members for the Arbitration panel.
5. BCBST will not prevent the recovery of any statutory or otherwise legally available damages or other relief in an arbitration proceeding.
6. BCBST will not restrict the statutory or otherwise legally available scope or standard of review.
7. BCBST will not completely prohibit discovery.
8. BCBST will not shorten any statute of limitations.
9. BCBST will not require an arbitration to take place more than 50 miles from the principal office of the Participating Physician or Participating Physician Group.

