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Georgia Health Insurance Law Cheat Sheet

It is important for physicians to know their rights under state law when negotiating and conducting business with health insurers. The Medical Association of Georgia (MAG) prepared the following summary of some of the key state insurance laws that apply to the medical profession as a resource for its member physicians. These laws apply in the context of any fully insured managed care plan, whether individually purchased or obtained as part of a fully insured employer health plan. This summary is not a complete or exhaustive resource, and it is not intended to serve as legal advice – so physicians should contact their medical malpractice insurance provider and/or their health care attorney for specific advice.

Laws to Consider:

➤ ***Is there a time limit on retroactive requests for payment recoveries by insurance companies?***

Yes, a physician must be notified within 12 months of the date of service or discharge of an insurer's post-payment claim audit or retroactive claim denial – and it must be completed within 18 months – if a physician submits a claim for payment within 90 days of the last date of service or discharge included on the claim.

If the claim was submitted for payment more than 90 days after the date of service or discharge, an insurer's post-payment claim audit or retroactive claim denial must be completed within 18 months of the claim submission date or 24 months after the date of service, whichever is sooner. [§33-20A-62](#)

➤ ***When must a physician submit a claim to an insurer?***

In Georgia, there is no timely submission law for the filing of claims with insurers. However, contractual timeliness provisions are typically included in physician contracts and in the insurance policy where a non-contracting provider is obtaining payment through an assignment of benefits. Georgia Individual, Blanket and Group A&H policies have claims filing time limits, which are generally 20 days, unless it is not reasonably possible to file a claim within that time. [§§33-24-17, 33-29-3\(b\)\(5\), 33-30-6\(b\)\(2\), 33-24-59.3, 33-30-23\(e\)](#)

➤ ***Is there a “Continuity of Care” provision in Georgia?***

Yes. Every physician-insurer contract must contain specific contract terminations provisions. If the physician or insurer terminates their contract, a patient being treated for chronic illness has the right to receive treatment and care for a period of up to 60 days in accordance with the terms of the original contract. Any patient who is pregnant and receiving treatment and care for pregnancy has the right to receive treatment for the duration of the pregnancy. [§33-20A-61](#)

➤ ***Do insurers have to provide physicians with specific notice and reason for an audit?***

Yes. An insurer must provide the physician with the specific notice and the reason for the audit or retroactive denial of payment. [§33-20A-62](#)

➤ ***What is considered a timely payment by insurers?***

Georgia's prompt pay law requires insurers to pay physicians within 15 days for electronic claims or 30 days for paper claims. If the insurer denies the claim, they must send a letter or electronic notice which addresses the reasons for failing to pay the claim. This law does not apply to self insured plans. [§33-24-59.5](#)

➤ ***Is balance billing allowed in Georgia?***

Georgia law includes a "patient hold harmless" statute that prohibits contracted physicians from pursuing enrollees for obligations that are the responsibility of the insurer. The law does not, however, prevent the physician from pursuing any amounts due from the enrollee as a result of unpaid cost sharing obligations (e.g., deductible, copayment, coinsurance). [§10-1-393\(b\)\(30.1\)](#).

➤ ***Can health insurers enter into preferred provider arrangements?***

Yes. Under Georgia law, an insurer can enter into a preferred provider arrangement. A "preferred provider" is defined as a "health care provider or group of providers who have contracted to provide specified covered services." A "preferred provider arrangement" is a "contract between or on behalf of the health care insurer and a preferred provider." These arrangements allow preferred providers to furnish services at lower than usual fees in return for prompt payment and a certain volume of patients. [§33-30-22](#)

➤ ***Can a physician be penalized for discussing medically necessary or appropriate care or providing assistance to an enrollee who is disputing denial?***

No. A physician is allowed to discuss medically necessary and appropriate care and assist a patient who is disputing an insurance denial. [§33-20A-7](#)

➤ ***Can insurers use financial incentives or disincentive programs to limit medically necessary and appropriate care?***

No. An insurer cannot use a financial incentive/disincentive program to get a physician or hospital to order or provide less than medically necessary and appropriate care or for denying, reducing, limiting, or delaying such care. [§33-20A-6](#)

➤ ***Do willing physicians have the right to become participating providers in health insurance plans?***

Yes, Georgia has an "Any Willing Provider" law which allows every health care provider within a class approved by the health care corporation who is appropriately licensed to practice and who is reputable and in good standing to have the right to become a participating physician or approved health care provider for medical and/or surgical care under such terms or conditions as are imposed on other participating physicians or approved health care providers within such approved class under similar circumstances in accordance with this chapter.

This law applies to Health Care Corporations which are organized under Title 33, Chapter 20. Currently, there are only two Health Care Corporations; namely, Blue Cross Blue Shield of Georgia and Alliant Health Plans. Within Blue Cross, this applies to older "PAR" plans and to PPO plans, but it would not apply to the Blue Cross HMO. [§33-20-16](#)

➤ ***Can an insurer require physicians to seek prior authorization for emergency care?***

No. Prior authorization can never be required as a condition of receiving emergency services. This prohibition applies until the ER patient is stabilized.

[R. & Regs. r. 120-2-80-.06](#)

➤ ***Are insurers allowed to include “most favored nations” clauses in contracts?***

No. Clauses that require a physician to give an insurer the lowest rate that he or she gives to other insurers or clauses that require physicians to charge other insurers higher prices for health care are not legal in Georgia. [R. & Regs. r. 120-2-20-.03](#)

➤ ***Do physicians have to sign a contract with an “all products clause?”***

No, Georgia law is silent on “all products clauses.” A physician is not required to participate in “all products” offered by a health plan; however, insurers are allowed to include these clauses in contracts. A physician should insure that there is a provision in any contract stating that the physician is only required to participate in the plan specified in the contract.

➤ ***Does Georgia provide a definition for “medical necessity” and does an insurer have to use this definition?***

Georgia law states that, “Medical necessity,’ ‘medically necessary care,’ or ‘medically necessary and appropriate’ means care based upon generally accepted medical practices in light of conditions at the time of treatment which is: (A) Appropriate and consistent with the diagnosis and the omission of which could adversely affect or fail to improve the eligible enrollee’s condition; (B) Compatible with the standards of acceptable medical practice in the United States; (C) Provided in a safe and appropriate setting given the nature of the diagnosis and the severity of the symptoms;(D) Not provided solely for the convenience of the eligible enrollee or the convenience of the health care provider or hospital; and (E) Not primarily custodial care, unless custodial care is a covered service or benefit under the eligible enrollee's evidence of coverage.” [§33-20A-31](#)

The law also provides that in determining whether a treatment is medically necessary and appropriate, an insurer must use the definition provided in by Georgia law.

[§33-20A-40](#)

MAG members can contact MAG Director of Health Policy and Third Party Payers Susan Moore 678.303.9275 or smoore@mag.org with any concerns or questions regarding a health insurance contract.