



WORKERS' COMPENSATION PRODUCT ADDENDUM

WHEREAS, QualCare, Inc. (hereinafter "**QualCare**") and _____ (hereinafter "**Party**") have entered into an agreement (the "**Agreement**") whereby Party has agreed to provide, or where applicable has arranged for other Participating Providers to agree to provide, Covered Services to Members under the applicable Health Benefits Plan; and

WHEREAS, QualCare and Party desire to incorporate this Worker's Compensation Product Addendum (the "**Addendum**") into the Agreement only with respect to Covered Services under an applicable policy of New Jersey Worker's Compensation insurance between a Payor, as a Worker's Compensation managed care organization, and an Employer (hereinafter defined) or under a New Jersey Worker's Compensation self-funded program of an Employer (each, a "**WC Plan**"); and

WHEREAS, QualCare and Party agree to be bound by, comply with, and perform under the Agreement, the Provider Manual, and this Addendum with respect to the applicable WC Plan; and

WHEREAS all terms capitalized in this Addendum for reasons other than punctuation shall have the respective meanings assigned to them as set forth in the Agreement, except as may be otherwise amended under this Addendum.

NOW THEREFORE, the undersigned hereby agrees as follows:

1. This Addendum is effective as of the Effective Date set forth below on the signature page.
2. This Addendum and the terms and conditions contained herein shall only apply and be limited to Covered Services provided to Members under the applicable WC Plan as may be identified from time to time in accordance with the Agreement.
3. Article 1 of the Agreement is hereby amended to include the following amended or additional definitions:

"**Case Manager**" means an employee of QualCare or the applicable **Payor** who is either a licensed registered nurse, licensed practical nurse, or a licensed physician designated by QualCare or the applicable **Payor** to assume the responsibility for coordination of services and continuity of care.

“Employer” means an employer obligated under the New Jersey Worker’s Compensation Law to provide benefits under a New Jersey Worker’s Compensation insurance policy or under a New Jersey Worker’s Compensation self-funded program.

“Health Benefits Plan” or “Plan” means a contract or policy, including without limitation a WC Plan, that pays or provides coverage for hospital or medical services, or payment for expenses therefor, and which is delivered or issued for delivery in New Jersey by or through an applicable **Payor**.

“Medical Director” means a licensed physician, board certified in occupational medicine, internal medicine, orthopedics, neurosurgery or related fields, having a minimum of three (3) years experience in treating either trauma or work-related injuries or illness, who is employed by QualCare or the applicable **Payor** for the primary purpose of providing full-time, day-to-day direction, management and supervision of medical care for purposes of the applicable WC Plan.

“Member” or “Members” means a person or persons who is/are enrolled in a **Health Benefits Plan**, including enrolled dependents, and who is or are eligible to receive **Covered Services** under the terms of the applicable **Plan**. Member or Members shall also mean an employee or employees, including all natural persons who perform services for an **Employer** for financial consideration and is covered and receives Plan benefits under an applicable WC Plan.

“Payor” means a **Carrier**, third party administrator, New Jersey Worker’s Compensation managed care organization, New Jersey Worker’s Compensation self-funded program, or self-funded plan that is contractually obligated under the applicable **Health Benefits Plan** to make payment on behalf of **Members** with respect to **Covered Services**.

“Peer Review and Utilization Review Programs” means a system under which QualCare or the applicable **Payor** utilizes various procedures to assess and prevent inappropriate or excessive treatment of **Members** under the applicable WC Plan.

“Care Coordinator Physician” or “CCP” means an individual **Participating Provider** who is employed or otherwise contracted to supervise, coordinate, and provide Primary Care Services to **Members**, to maintain continuity of care for **Members**, and to initiate all referrals to other Participating Providers.

“Primary Care Services” means those Covered Services determined to be primary care services by QualCare or the WC Plan.

“Specialist Physician” or “Specialist” means a **Participating Provider** who is professional qualified to practice his/her designated specialty and whose agreement with QualCare includes responsibility for providing **Covered Services** in his/her designated specialty.

4. Article 4.5 of the Agreement is hereby amended to include the following additional Article 4.5.1:

4.5.1 Member Identification Cards for WC Plans. Notwithstanding anything to the contrary, with respect to WC Plans, the parties acknowledge and agree that Members may or may not have identification cards, and if the former, any such identification card may or may not have QualCare logo imprinted thereon.

5. Article 4 of the Agreement is hereby amended to include the following additional Articles 4.8, 4.8.1, and 4.8.2:

4.8 WC Plan - Additional Obligations. The following provision shall apply only in connection with the terms, conditions, policies, and procedures of the applicable Payor's WC Plan, as may be required by applicable law, rule, or regulation.

4.8.1 Peer Review and Utilization Review. In accordance with applicable law, rule and regulation, QualCare or the applicable Payor shall maintain Peer Review and Utilization Review Programs, which shall include, without limitation, programs that provide adequate methods of peer review and utilization review to prevent inappropriate or excessive treatment, pre-admission review, individual case management, physician profile analysis, concurrent review programs, retrospective review programs, and second surgical review programs.

4.8.2 Early Return-To-Work Program. In accordance with applicable law, rule, and regulation, QualCare or the applicable Payor shall maintain an early return-to-work program (the "Early Return-To-Work Program") to facilitate the timely return to the workplace of a Member who has sustained an injury or contracted a disease or condition in the workplace, through a process ongoing communication, goal setting, evaluation and coordination of goals with Providers, and follow-up.

6. Article 5 of the Agreement is hereby amended to include the following Articles 5.14, 5.14.1, and 5.14.2:

5.14 WC Plan - Additional Obligations. The following provision shall apply only in connection with the terms, conditions, policies, and procedures of the applicable Payor's WC Plan, as may be required by applicable law, rule, or regulation.

5.14.1 The Care Coordinator Physician shall be responsible for providing Members with a preliminary assessment, rendering Primary Care Services, maintaining the continuity of medical care, and initiating referrals to other Participating Providers, as necessary and appropriate, to address Members' injuries or condition under the applicable WC Plan.

5.14.2 All Participating Providers who are not CCP's, including without limitation Specialists, shall be responsible for coordinating all care and treatment

provided to Members as well as all actual and potential referrals, through the CCP, in accordance with the applicable WC Plan.

7. Article 6.1 of the Agreement is hereby amended to include the following additional Articles 6.1.1, 6.1.2, and 6.1.3:

6.1.1 In accordance with applicable law, rule, and regulation, the UM program shall be under the supervision of a Medical Director, or his/her designee, who shall be responsible for, without limitation, outlining the scope of the UM program and activities; evaluating Medical Necessity and delivery of Covered Services; developing and applying consistent review criteria; outlining staff qualifications and staff contact information; setting time frames for stages of the review process; and developing policies and procedures governing the second surgical opinion program; and creating mechanisms for coordinating and communicating with the QM program and detecting under-utilization and over-utilization of Covered Services.

6.1.2 In accordance with applicable law, rule, and regulation, the QM program shall include, without limitation, a system for resolving and monitoring problems and complaints (including without limitation complaints of Members), a system that specifies the criteria and process of physician peer review and a standardized medical recordkeeping system designed to facilitate the entry of information into computerized databases for purposes of QM.

6.1.3 To the extent applicable, such medical committee shall assist QualCare or the applicable Payor in the development, implementation, and administration of the Early Return-To-Work Program, the Peer Review and Utilization Review Programs, the UM program, and the QM program.

8. With respect to any applicable WC Plan, all references in the Agreement to any provision of or within Article 6.4 are hereby deleted in their entirety. Moreover, with respect to any applicable WC Plan, Article 6.4 of the Agreement is hereby deleted in its entirety and amended as follows:

6.4 Complaint Process. Notwithstanding **Article 7.4** of this Addendum, Participating Provider may file a complaint or grievance with QualCare or the applicable Payor, in accordance with and to the extent permitted under the internal provider complaint and grievance procedures pertaining to WC Plans, as may be set forth in the Provider Manual.

9. With respect to any applicable WC Plan, all references in the Agreement to any provision of or within Articles 7.1, 7.2, 7.3, 7.4, 7.5, or 7.6 are hereby deleted in their entirety. Moreover, with respect to any applicable WC Plan, Articles 7.1, 7.2, 7.3, 7.4, 7.5, and 7.6 of the Agreement are hereby deleted in their entirety and amended as follows:

7.1 Payment for Covered Services. QualCare's WC Plan fee schedule is attached hereto as **Exhibit A** and incorporated herein by reference. Participating Provider acknowledges and agrees to bill Payor the usual and customary charges that such Participating Provider bills other commercial third party payors, and to accept from Payor as payment in full for Covered Services rendered to Members, the lesser of the applicable Payor's usual and customary charges or the fees listed on QualCare's WC Plan fee schedule. Overpayments may be recovered by QualCare or the Payor, as applicable, in accordance with applicable federal and state laws, rules, and regulations, as well as with QualCare's and/or the Payor's policies and procedures, as applicable and as may be amended from time to time.

7.2 Submission of Claims. Participating Provider shall submit all Clean Claims in accordance with the WC Plan's claims submission procedures as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, as may be amended from time to time. Participating Provider shall use standard claim forms adopted by DOBI to submit Clean Claims for Covered Services.

7.3 Timely Payor Payments. If a Payor fails to make payment to Participating Provider in the manner provided for pursuant to law, rule, or regulation and in accordance with this Addendum, or otherwise fails to discharge its obligations to Participating Provider, QualCare may, in its sole discretion, use whatever contractual remedies QualCare possesses against Payor to remedy the defaults. QualCare shall exercise its remedies in the manner it determines is reasonable. QualCare has no other obligations to Participating Provider under this Agreement with respect to any claim, liability, damage or expense that Participating Provider may incur as a result of the failure of Payor to discharge its obligations under this Agreement or any agreement between QualCare and Payor. In the event of such default, nothing in this Agreement shall be construed to limit Participating Providers ability to seek from such Payor such legal remedies as may be available to Participating Provider and which Participating Provider may deem appropriate.

7.4 Claim Appeals. Any complaint or grievance regarding the amount of a payment or non-payment hereunder shall be submitted by Participating Provider in writing to QualCare or the applicable Payor within twelve (12) months of the receipt of such payment or receipt of the denial of such payment. If no complaint or grievance has been received by QualCare or the applicable Payor within such twelve (12) month period, the payment or non-payment shall be considered final, and Participating Provider shall forfeit any right to contest such payment or non-payment.

7.5 Assignment of Benefits. Participating Provider shall accept assignment of benefits from Members to the extent permitted by applicable law, rule, or regulation, and subject to the terms of the applicable Plan. Participating Provider shall provide Payor with an accurate and complete billing statement within sixty (60) days of the date of service/discharge. In the event Participating Provider is unable to submit a bill within the time specified herein because of circumstances beyond Participating Provider's control, the time for submission of such bill maybe extended as reasonably necessary. Failure to

bill for services within ninety (90) days of the date of services/discharge will result in forfeiture of all rights to bill Payor for such services.

10. All references to **Exhibit A** in the Agreement shall include the **Exhibit A** attached to this Addendum.

11. In the event of an inconsistency between or among this Addendum and the Agreement or the Provider Manual insofar as such inconsistency relates to a WC Plan, the following order of precedence will govern: (1) this Addendum, (2) the Agreement, and then (3) the Provider Manual.

12. In all other respects, all other terms, conditions, provisions, duties, obligations, representations, warranties, and covenants set forth in the Agreement are hereby unmodified, incorporated herein, and shall remain in full force and effect.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Addendum is hereby entered into by and between the undersigned and made effective as of the ____ day of _____, 20__ (the “**Effective Date**”).

QUALCARE, INC.
30 Knightsbridge Road
Piscataway, NJ 08854

By: _____
Donna Dojan
Title: National Director,
Contracting Policy, Standards, & Compliance

Dated: _____, 20__

PARTY: _____
Address: _____

Telephone: _____
Facsimile: _____

Signature: _____
Print Name: _____
Title: _____

Dated: _____, 20__

EXHIBIT A
TO THE
WC PRODUCT ADDENDUM

QualCare Standard Fee Schedule shall be applied.

EXHIBIT B
TO THE
WC PRODUCT ADDENDUM

WC Claims Submission Procedures