

## WORLD TRADE CENTER NATIONWIDE PROVIDER NETWORK

# Provider Agreement

**WHEREAS**, Networks now desires to include Provider in its Network of Providers; and

**WHEREAS**, the Provider is appropriately licensed to engage in the delivery of medical goods and/or services; and

**WHEREAS**, the Provider desires to become a Member in the World Trade Center Health Program of Network Providers and provide quality medical goods and services to Members in response to the terms and conditions of this Agreement.

**WHEREAS**, the World Trade Center Health Program is a Limited Care Benefit Program where treatment is only provided for conditions for which a member is certified.

### **Article I: Definitions**

- A. "Contract" shall mean program, including, without limitation, World Trade Center Health Program Nationwide Provider Network, sponsored Sedgwick for which or with respect to administrative services rendered.

Administrative services shall include, without limitation:

- Directing, steering, or encouraging World Trade Center Health Program Members, (survivors and responders), to use the services of a network provider;
- Performing services in connection with claims adjudication, including claim investigation, eligibility determination and coordinating Covered Services with Members;
- Performing medical care management services;
- Bill review;
- Calculation and/or re-pricing of amounts to be paid to Providers in accordance with the lesser than usual and customary, network negotiated rates, and FECA fee schedules;
- Processing of payments to Providers; and/or
- Issuing of payments and other payment related services.

B. "Member" shall mean enrolled World Trade Center Health Program survivors, screening-eligible survivors, and certified survivors or certified-eligible survivors; and all enrolled responders whether certified or not.

C. "Provider" shall mean any provider of health care services licensed in the state(s) in which services are rendered and is desirous of providing Covered Services to Members in those programs administered by Sedgwick.

D. "Covered Services" shall mean those medical services and/or supplies to which Members are entitled by the terms and conditions of the World Trade Center Health Program under which they are covered or enrolled.

E. "Payor" means the entity responsible for payment of medical benefits for on World Trade Center Health Program Members.

F. "Network" shall mean Sedgwick Claims Management Services, Inc., or any designee, successor, or assign and may make this provider Agreement available to other networks through delegation. As defined within this Agreement, Providers agree to provide treatment for World Trade Center Health Program eligible members as well as eligible responders. The World Trade Center Nationwide Provider Network will consist of networks accessed or owned by Sedgwick Claims Management Services, Inc.

## **Article II: World Trade Center Health Program Provider Terms and Conditions**

**Licenses and Certifications:** Provider agrees to maintain all licenses, certifications, permits, or other prerequisites required by law to provide Covered Services and to notify Networks immediately of any license restrictions, sanctions, or revocations. Provider agrees to notify Networks in writing within (30) days of any change in Provider address/location, Provider name, Provider tax identification number, and/or ownership and any addition or deletion of names or professionals subject to this Agreement.

**Network Credentials:** Each Medical Provider will be credentialed according to the Networks standards. Provider agrees to permit Networks to publish the Provider's name and other descriptive professional information in any publications listing Networks Providers.

The Provider acknowledges and agrees that Networks shall have the right, at Network's discretion, to lease the Preferred Provider Panel, of which Provider is a part pursuant to this Agreement, to other entities and/or to enter into agreements with other entities under which such entities, employers, employees, subscribers, members, insureds and/or members shall be entitled to some or all of the rights/benefits/obligations of this Agreement, as solely determined by Networks.

**Provisions of Care:** Covered Services will be rendered to a Member in the most cost-effective manner and in the least costly setting while rendering the highest quality of care required for the appropriate treatment of the condition for which treatment is required. In some instances, services may require preauthorization from the World Trade Center Health Program governing body, CDC/NIOSH.

**Limited Care Benefit Program:** The World Trade Center Health Program is limited care benefit program established by the James Zadroga 9/11 Health and Compensation Act of 2010 (the Act), Pub. L. 111-347, as amended. 42 U.S.C. §§ 300mm – 300mm-61. It provides monitoring and treatment for only a specified list of health conditions established by law. All care provided in the World Trade Center Health Program must adhere to laws and regulations governing the Program and protocols, policies, and procedures established by the Program.

**Statutory and Regulatory Compliance:** Provider agrees to comply with all applicable laws and regulations related to the Program and the James Zadroga Health and Compensation Act, including HIPAA.

**Authorization of Services:** All services rendered by a provider must be preauthorized in accordance with World Trade Center Health Program requirements.

**Standard for Determining Medical Necessity:** Provider acknowledges and agrees that all medically necessary services or diagnostic testing rendered to a World Trade Center Health Program member must adhere to a standard which

(1) is reasonable and appropriate, as based on scientific evidence and professional standards of care, including but not limited to National Comprehensive Cancer Network (NCCN) guidelines for cancer services and expert opinion or any other relevant information; and

(2) has been included in the medical treatment protocols developed or promulgated by the World Trade Center Health Program.

**Review of Claims for Reimbursement of Medically Necessary Treatment:** The World Trade Center Nationwide Provider Network will review each claim for reimbursement of treatment or services rendered to a World Trade Center Health Program member. If the Program determines that such treatment is not medically necessary, or not otherwise eligible for reimbursement under the Program, Provider shall not be entitled to reimbursement by the Program. Provider shall be responsible for providing to the Program all consult reports, legible progress notes, and test results, as well as any other requested medical records or documentation necessary for the Program to adjudicate claims and determine eligibility for reimbursement. The Program has an appeal process for denied claims.

Medically necessary treatment means the provision of services to a World Trade Center Health Program member by physicians and other health care providers, including diagnostic and laboratory tests, prescription drugs, inpatient and outpatient hospital services, and other care that is appropriate, to manage, ameliorate, or cure a World Trade Center related health condition or a health condition medically associated with a World Trade Center related health condition, and which conforms to medical treatment protocols developed by the Data Centers, with input from the Program, and approved by the governing body; CDC/NIOSH.

**Coordination of Benefits (COB):** Members who are deemed eligible for benefits under the World Trade Center Health Program are classified under one of the following membership groups:

(1) Fire Department of New York (FDNY) Responders and Surviving FDNY Family Members,

(2) General Responders,

(3) Survivors, and

(4) Pentagon and Shanksville, Pennsylvania Responders.

For Survivors, the Provider is required to submit claims to the member's private and/or public insurance before submitting the claim to the Program. The Provider must also send the insurer's Explanation of Benefits to the Program along with the claim. For Responders (FDNY, General, and Pentagon and Shanksville), the Program is the primary payer, although costs may be recouped by the Program directly from a Workers' Compensation insurer when applicable. Please visit the Program Administrative Manual at <https://www.cdc.gov/WorldTradeCenter/ppm.html> for more information about Program member eligibility and coordination of benefits.

**Network Referrals:** Whenever possible, Provider agrees to refer a Member to in-network specialists, acute care and skilled rehabilitation facilities, and specialty network partners.

**Claims Submission to the Program:** Provider must submit a claim to the referring Program using one of the following methods:

- (1) mail the claim to the address provided using United States mail via first class or overnight delivery service; or
- (2) submit the claim electronically using the format and method designated.

For outpatient services and institutional professional services, the CMS 1500 form must be used. For institutional inpatient services, the UB-04 uniform billing form must be used. Should a Provider fail to submit a claim in accordance with this section, the Provider may forfeit the right to reimbursement (see the following section).

**Timely Filing of Claims:** Provider agrees to submit claims in a timely manner and to work with the Program regarding resolving any inadequacies in the claim submission process. Provider should make every effort to submit claims within sixty (60) days after the date the Provider renders medical services to a World Trade Center Health Program member. Claims will be denied if not validly and properly submitted to the Program within 15 months of date-of-service for claims without a COB requirement or within 18 months of date-of-service for claims with a COB requirement. These denials may be appealed.

### **Article III: Provider Reimbursement**

Reimbursement will be considered for treatment deemed medically necessary to manage, ameliorate, or cure a certified World Trade Center related health condition or health condition medically associated to a World Trade Center related health condition or other eligible services rendered to a World Trade Center Health Program member. Provider shall accept reimbursement not to exceed the payment rates that apply to the provision of such treatment and services under the Federal Employees Compensation Act (FECA). The FECA Fee Schedule can be found at:

<https://www.dol.gov/owcp/regs/feeschedule/fee/feeAug302019/view.htm>. For treatment not covered under FECA, the payment rate is pursuant to the applicable Medicare fee for service, as deemed appropriate by the Program.

**Overpayment and Payor Reimbursement:** Provider agrees to reimburse all amounts otherwise paid by or on behalf of Member, which exceeds the applicable reimbursement rate under this Agreement. To reimburse Payor which it designates, within thirty (30) calendar days of the request and/or to allow Networks to recover from the Provider any overpayments made to the Provider in error under the circumstances set forth below and in any other situations in which Networks determines that the Provider has been overpaid:

- (1) Duplicate payments: when two or more payments have been made to the Provider for the same service rendered to the same Member on the same day;
- (2) Services not rendered/inadequate documentation: when payments have been made to the Provider for services not rendered by the Provider or when insufficient documentation exists in the patient's medical records to demonstrate to Networks that Covered Services have been rendered by the Provider;
- (3) Non-Covered Services: when Networks has administered a payment for services later determined by Networks to be non-covered.

All claims for overpayment or underpayment shall be resolved in accordance with State Law and /or Federal Rules and Regulations.

**Claims Payment:** Provider will receive payment on approved claims from the U.S. Treasury. A contractor to the Centers for Medicare and Medicaid Services (CMS) is responsible for payment processing. World Trade Center Health Program payments are subject to the Federal Prompt Payment Rule, 5 C.F.R. Part 1315. The Prompt Payment Rule makes sure that valid and proper invoices (claims) submitted by vendors (providers) are paid on time by federal agencies. If a vendor submits a proper and valid invoice, the agency must pay it on time, generally within 30 days. If not, the payment is late. In most cases when an agency pays a vendor (provider) late, it must pay interest. Provider acknowledges that the World Trade Center Nationwide Provider Network and/or its designated agents may delay submitting claims for reimbursement, which may result in a delay in reimbursement to Provider. Provider agrees that in the event that the World Trade Center Nationwide Provider Network and/or its designated agent delay forwarding a claim to the Program, or in the event that CMS and/or its contractors delay reimbursement and/or denial of a claim beyond 30 days, this payment will not be deemed late and will not constitute a breach of the terms and conditions of this

Agreement. Provider further acknowledges that the CMS and/or its contractors are solely responsible for claims payment, and no other entity shall be responsible for reimbursement to Provider.

**No Balance Billing:** Provider shall accept World Trade Center Health Program reimbursement terms as payment in full for treatment and services rendered to a World Trade Center Health Program member. Pursuant to statutes and regulations governing the Program, and the terms and conditions of this Agreement, Provider hereby agrees that

(1) in no event, shall Provider bill, charge, collect a deposit from, impose a surcharge on, seek compensation, remuneration, or reimbursement from, or have any recourse against a World Trade Center Health Program member or any other person/entity other than the Program; and

(2) Provider may not bill or collect from a World Trade Center Health Program member any deductibles, coinsurance, or copayments.

**Liability for Claims Decisions and Reimbursement:** Provider acknowledges and agrees that reimbursement under the World Trade Center Health Program is subject to the James Zadroga 9/11 Health and Compensation Act and the discretion of the Administrator of the Program. Provider shall not be entitled to reimbursement for services from the Program if the Provider fails to abide by the terms and conditions of this Agreement, the Act, or Program regulations, protocols, policies, and procedures. In no event shall Provider seek payment of claims from the World Trade Center Health Program, as the World Trade Center Nationwide Provider Network is not responsible for payment under the Program and shall not be held liable for any claims decisions or the payment of any claims submitted by Provider for services rendered to a World Trade Center Health Program member.

#### **Article IV: Communication of Medical Findings, and Consultation**

**Provision of Medical Records:** Upon request, Provider shall submit in a timely manner all medical records, test results, and other documents necessary for World Trade Center Nationwide Provider Network or the World Trade Center Health Program to

(1) approve and provide medical case management services to World Trade Center Health Program member,

(2) conduct utilization management reviews, or

(3) conduct audits and other quality assurance reviews. Documents and materials provided must be deemed legible.

Provider shall maintain adequate medical records and other health records according to industry and Networks standards, and make copies of such records available to Networks, Member Insurance and Workers' Compensation Commissions and/or Departments of Insurance or other similar state agency or body exercising jurisdiction over the matter in conjunction with its/their regulatory authority. To permit representatives or agents of Networks to examine the Provider's clinical records of Members and any other of the Provider's records Networks deems necessary to administer a Member's Contract.

Provider shall obtain any and all consents and/or authorizations from the Members as prescribed by applicable law or regulation to enable: (a) Networks representatives or agents to examine such records on Members and (b) Networks to receive information from the Provider required or requested by Networks in order to perform all obligations and functions referenced in or related to this Agreement or any Contract (e.g., claims processing, utilization review, etc.). Provider shall maintain the confidentiality of Member's medical records and personal information as required by applicable law and regulation.

**Provision for Treatment Review and Consultation:** At the request of Networks Providers will render themselves available to discuss and review the nature and treatment of any Member cases under the Provider's care with employees or agents of Networks or with an independent physician, nurse, and/or agent designated by Networks. For Workers' Compensation Members, Provider shall maintain contact with the employer, its insurance carrier, and/or agents designated by Networks as to the extent of injury, approximate return to work date, and ability to perform regular job duties or light duty work.

## **Article V: Term and Termination of Agreement**

**Term:** This Agreement shall be in effect from \_\_\_\_\_ or the date these terms and conditions are accepted and submitted, whichever comes first (the "Effective Date") until the first anniversary of the Effective Date (the "Initial Term"), and thereafter shall automatically renew for successive one (1) year terms unless terminated as set forth in this Agreement.

**Termination:** If Provider materially defaults in the performance of any of its obligations under the James Zadroga 9/11 Health and Compensation Act, other applicable laws, World Trade Center Health Program regulations, protocols, policies, or procedures, the Provider may be terminated from the Program upon fifteen (15) days written notice to Provider. The Provider may be terminated at will upon ninety (90) days written notice to the Provider. Furthermore, should the Program be discontinued and/or expire, this Agreement may automatically terminate upon written notice to Provider. Upon ninety (90) days advance written notice, Provider may terminate this Agreement with cause. Either party may terminate this Agreement without cause by giving the other party written notice of termination at least ninety (90) days prior to the effective termination date.

**Obligations After Termination:** Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Following the effective date of termination of this Agreement, the provisions of this Agreement shall be of no further force or effect whatsoever, except that each party to this Agreement shall remain liable for any obligations or liabilities arising from activities carried on by such party prior to the effective date of termination.

Signature: \_\_\_\_\_

***PLEASE READ THE FOLLOWING INFORMATION:*** *By signing, I acknowledge that I have the authority to enter into this agreement on behalf of the referenced medical provider(s) and intend to sign the agreement.*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

TIN: \_\_\_\_\_

NPI(s): \_\_\_\_\_