

## New Hire Instructions

Effective October 8, 2010

### **NEW REGULATIONS REQUIRE EMPLOYERS PROVIDE MPN IMPLEMENTATION NOTICE TO NEW EMPLOYEES**

#### **EVEREST NATIONAL INSURANCE MEDICAL PROVIDER NETWORK (MPN)**

Effective **October 8, 2010**, the MPN Implementation Notice below must be provided to all new employees at the time of hire. This notice should be provided in English and also in Spanish, to Spanish-speaking employees.

The MPN Implementation Notice may be provided by mail or included on or with an employee's paystub/paycheck, or distributed through electronic means, including email, if the employee has regular electronic access to email at work to receive this notice.

#### "Effective Date"

When completing the MPN Implementation Notice below, the Effective Date should correspond with the date you posted the required MPN Notice or first provided this information to your employees.

#### "MPN Name"

If you do not know the name of the MPN you may contact the Everest MPN Ombudsman at (800) 608-9822.

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### **MPN Implementation Notice (English)**

Effective October 8, 2010

Dear Employee:

Unless you predesignate a physician or medical group prior to injury, your new work injuries arising on

or after 02/01/13 will be treated by providers in the Medical Provider Network  
(Effective Date)

(MPN), **Everest Medical Provider Network (#1719)**.  
(MPN Name)

If you have an existing injury, you may be required to change to a provider in the MPN. Check with your claims adjuster. You may obtain more information about the MPN from the workers' compensation poster or from your employer.

## **Transfer of Care Policy Employee Overview**

Everest has established a Medical Provider Network (MPN) for any work related injuries its employees may sustain. Under Title 8 CCR 9767.9, if an employee has a workers' compensation injury prior to implementing the MPN, the injured worker may qualify to continue treating with the non-network provider under specific circumstances. This overview will provide information about the employer's MPN Transfer of Care Policy (TOCP) and the responsibilities under this policy.

Everest must submit a copy of its TOCP to the State for approval. Under this TOCP, Everest is responsible for providing information about its TOCP at the time of implementation or when the employee joins the organization. If at any time the employee wishes to receive more information about the TOCP, the employee may contact its employer for a copy of this overview.

If an employee has a work-related injury and is receiving treatment prior to the implementation of the employer's MPN, the employer will send a notice to alert the injured worker that they may qualify to continue treating with the non-network provider. Below are the exceptions:

1. If the injured worker has one of the following circumstances, the injured worker may qualify to continue treating with the treating provider even though the provider is not part of the MPN. The conditions include:
  - a. An acute medical condition involves a sudden onset of symptoms due to an illness, injury or other medical problem that requires prompt medical attention and that has a duration of not more than 90 days. Everest will authorize completion of the treatment for the duration of 90 days.
  - b. A serious, chronic medical condition that is due to a disease, illness, catastrophic injury, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over 90 days and requires ongoing treatment to maintain remission or prevent deterioration. Everest will authorize completion of treatment for a period of time up to one year and will make arrangements for transfer to another provider within the MPN, as soon as feasible. The one-year period for completion of treatment starts from the date of the employee's receipt of notification of a serious chronic condition, in accordance with 9767.9(e)(2).
  - c. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Everest will authorize completion of treatment for the duration of a terminal illness.
  - d. Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days from the MPN coverage effective date. Everest will affirm continued treatment for a specified time frame after the regulation time frames have been met.
2. Upon notice of a non-network provider, Everest will advise the injured worker on the conditions and timeframe for continuing services with the non-network provider, where appropriate.
3. In the event there are conditions which would allow the injured worker to continue treatment with the non-network provider, Everest will contact the provider to affirm the provider's willingness to continue treatment.
4. Within the communication to the injured worker, Everest will advise the injured worker on the timeframe they will be authorized to continue treatment with the non-network provider. Nothing will prohibit Everest from extending the timeframe for continued treatment.
5. Upon authorization for continued treatment with the provider, Everest will agree to process non-network authorized bills accordingly. Everest will not agree to process bills for unauthorized care at an agreed upon rate or at the State's fee schedule.

6. If the provider is unwilling to continue treatment for the injured worker, Everest will advise the injured worker to seek treatment within the MPN. In such circumstances, Everest will not authorize continued services with the provider unwilling to continue treatment.
7. If the injured worker does not have a condition that would allow them to continue treating with the non-network provider, Everest will advise the injured worker to seek further care within the MPN.
8. If Everest decides to transfer the injured worker into the MPN, Everest will notify the injured worker regarding the duration for completion of treatment. All notifications will be sent to the injured worker's residence and primary treating physician. All notifications will be written in English and Spanish and use layperson's terms to the maximum extent possible.
9. If the injured worker disputes the medical determination, (s)he must request a report from the treating physician that addresses the conditions. The treating physician will provide the report to the injured worker within twenty calendar days of the request. If the treating physician fails to issue the report, then the determination made by Everest shall apply.
10. If Everest or the injured worker objects to the medical determination by the treating physician, the dispute regarding the medical determination made by the treating physician concerning the transfer of care shall be resolved pursuant to Labor Code section 4062.
11. If the treating physician agrees with Everest's determination that the injured covered employee's medical condition does not meet the conditions set forth in section 1, the transfer of care shall go forward during the dispute resolution process.
12. If the treating physician does not agree with Everest's determination that the injured worker's medical condition does not meet the conditions, the transfer of care shall not go forward until the dispute is resolved.
13. Everest will make copies of their TOCP policies and procedures available upon request.

## **Continuity of Care Policy Employee Overview**

Everest has established a Medical Provider Network (MPN) for any work related injuries its employees may sustain. Under Labor Code 4616.2, if an employee has an injury and the treating provider terminates from the MPN, the injured worker may qualify to continue treating with the terminated provider under specific circumstances. This overview will provide information about the employer's MPN Continuity of Care Policy (COCP) and the responsibilities under this policy.

Everest must submit a copy of its COCP to the State for approval. Under this COCP, Everest is responsible for providing information about its COCP at least 30 days prior to implementation, when the employee joins the organization, when an employee transfers into the MPN or when the employee has a work-related injury or illness. If, at any time the employee wishes to receive more information about the COCP, the employee may contact its employer for a copy of this overview.

If an employee has a work-related injury and is receiving treatment from a provider who terminates the employer's MPN, the employer will send a notice to alert the injured worker whether they qualify to continue treating with the terminated provider. Below are the exceptions:

1. If the MPN terminated a provider because of disciplinary reasons, fraud or criminal activity, Everest will advise the injured worker to seek care with another MPN provider.
2. If the injured worker has the following circumstances, the injured worker may continue treating with the treating provider even though the provider has terminated the MPN. The conditions include the following:
  - An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has duration less than 90 days. Completion of treatment shall be provided for the acute condition for the duration of less than 90 days.
  - A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time of at least 90 days or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by the insurer or employer in consultation with the injured employee and the terminated provider and consistent with good professional practice. Completion of treatment under this paragraph shall not exceed 12 months from the contract termination date.
  - A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.
  - Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.
3. Upon notice of a terminated provider, Everest will review the claim and conditions and determine whether the injured worker may continue to seek treatment with the non-network provider. The employer or insurer shall notify the covered employee of the determination regarding the completion of treatment and whether or not the employee will be required to select a new provider from within the MPN.
4. The notification shall be sent to injured worker's residence and primary treating physician. The notification shall be written in English and Spanish and use layperson's terms to the maximum extent possible.
5. Everest will contact the provider to confirm whether the provider is unwilling or incapable of continuing treatment for the injured worker.

6. Based on the provider's response, Everest will advise the injured worker whether continued treatment with the non-network provider is authorized. The notification will be sent to the injured worker's residence and a copy of the letter shall be sent to the injured worker's primary treating provider.
7. If the terminated provider agrees to continue treating the injured worker and if the injured covered employee disputes the medical determination, the injured worker shall request a report from the primary treating physician. The report shall address whether the covered employee falls within any of the conditions of an acute condition, a serious chronic condition, a terminal illness or a performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment, and that has been recommended and documented by the provider to occur within 180 days of the contract's termination date.
8. The treating physician shall provide the report to the covered employee within twenty calendar days of the request. If the treating physician fails to issue the report, then the determination made by the employer or insurer shall apply.
9. If the employer, insurer or injured worker objects to the medical determination by the treating physician, this dispute resolution process will follow the rules under Labor Code §4062. More details regarding §4062 procedure will be provided at the onset of any dispute.
10. If the treating physician agrees with the employer's or insurer's determination that the injured covered employee's medical condition does not meet the conditions set forth in Labor Code section 4616.2(d)(3), the employee shall choose a new provider from within the MPN during the dispute resolution process.
11. If the treating physician does not agree with the employer's or insurer's determination that the injured covered employee's medical condition does not meet the conditions set forth in section 2, the injured covered employee shall continue to treat with the terminated provider until the dispute is resolved.
12. Everest will agree to process authorized bills accordingly at an agreed upon rate or at the State's fee schedule. Everest's will not agree to process bills for unauthorized care.
13. Copies of this overview are available upon request.

**PREDESIGNATION OF PERSONAL PHYSICIAN**

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.), or medical group if:

- your employer offers group health coverage;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

**NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN**

**Employee (complete this section)**

To: \_\_\_\_\_  
(Name of Employer)

**If I have a work-related injury or illness, I choose to be treated by:**

\_\_\_\_\_  
(Name of Doctor) (Indicate Doctor's Specialty - M.D., D.O., or Medical Group)

\_\_\_\_\_  
(Street Address, City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

**\*\*Note To Employer:** Retain the completed form in employee's personnel file.

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\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Employee Address

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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**Physician: I agree to this Predesignation:**

\_\_\_\_\_  
Physician or Designated Employee of Physician or Medical Group Signature

\_\_\_\_\_  
Date

**\*\*Note To Physician or Designated Employee of the Physician:** The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated is required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).