

Addendum

The following is an Addendum to the **Physician Application/Agreement between** _____, hereinafter "Enhanced Care Physician" having an address of _____ (Primary Practice Address), and the State of Ohio, Bureau of Workers' Compensation, hereinafter "BWC," having offices at 30 W. Spring Street, Columbus, Ohio 43215-2256, entered into the day, month and year set out below to provide services as a Enhanced Care Physician participating in BWC's Enhanced Care Program authorized by OAC 4123-6-01.2.

WHEREAS, BWC is in need of physicians to provide enhanced services for injured workers eligible to participate in BWC's Enhanced Care Program authorized by OAC 4123-6-01.2; and the "Enhanced Care Program Physician of Record (POR) Duties" has the expertise and capability of fulfilling the needs of BWC; and

WHEREAS, it is expressly understood and agreed that all contracts to which BWC is a party must conform to Ohio statutes and rules; and

THEREFORE, the parties mutually agree to the following additional Terms and Conditions:

TASK DESCRIPTION: The Enhanced Care Physician, in consideration of BWC's promise to pay remuneration, agrees and promises to provide services as more particularly described in "Enhanced Care Program Physician of Record (POR) Duties," which is incorporated into this Addendum and attached as Exhibit A, during the term of this Addendum and any renewal of this Addendum, in Enhanced Care Program claims in which the injured worker (IW) has selected the Enhanced Care Physician as the IW's POR.

The Enhanced Care Physician agrees to all procedural responsibilities as defined in "BWC Enhanced Care Program Claims Process Expectations for the POR," as may be amended from time to time by BWC, and which is incorporated into this Addendum and attached as Exhibit B.

AMOUNT AND METHOD OF PAYMENT: BWC, in consideration of the Enhanced Care Physician's promise to perform in accordance with the terms of the Addendum, agrees and promises to pay the Enhanced Care Physician according to the following terms: BWC shall pay to the Enhanced Care Physician, through the applicable MCO, an additional fifteen percent (15%) above the BWC fee schedule in effect on the date of service for every allowed Evaluation & Management Code (ranges 99201-99205 and 99211-99215) billed by the Enhanced Care Physician and approved for payment by the MCO in Enhanced Care Program claims for dates of service during the term of this Addendum and any renewal of this Addendum.

BWC shall use its best efforts to pay the Enhanced Care Physician within thirty (30) days upon receipt of Enhanced Care Physician's properly submitted invoice. Failure to pay the Enhanced Care Physician promptly within thirty (30) days entitles the Enhanced Care Physician only to interest on the amount due and payable at the rate allowed by law in accordance with the provisions of Ohio Revised Code Section 126.30. Failure to promptly pay within thirty (30) days shall not be deemed to constitute default by BWC.

TIME OF PERFORMANCE: The Enhanced Care Physician and BWC agree that performance pursuant to this Addendum shall commence upon the execution by all parties to the Addendum, or the date on which satisfaction of any and all conditions precedent is made, whichever is later, and shall be completed on December 31, 2020. This Addendum can be renewed for one (1) additional one (1) year period at the sole discretion of BWC. This Addendum supersedes any and all prior addenda, understandings, and arrangements between the parties relating to BWC's Enhanced Care Program, which are terminated as of the date this Addendum becomes effective.

TERMINATION: This Addendum may be terminated by either party upon provision to the other party of one (1) day written notice of election to so terminate, provided that such unilateral termination by Enhanced Care Physician is without prejudice to the State of Ohio. In the event of termination of this Addendum by either party, Enhanced Care Physician shall be paid for all properly documented and payable services provided prior to the effective date of the termination. The Enhanced Care Physician and BWC agree that the services to be rendered under this Addendum are of such a nature that the BWC Administrator is the sole judge of the adequacy of such services.

CONDITIONS PRECEDENT: It is expressly understood by the parties that the contract is not binding on BWC until

such time as all necessary funds are made available and forthcoming from the appropriate State agencies, and such expenditure of funds is approved by the Administrator. This Addendum shall become effective upon the execution by all parties to the Agreement, and on compliance with any and all conditions precedent.

APPLICABLE STATE LAW AND JURISDICTION: The terms and conditions contained in this Addendum shall be construed and interpreted in accordance with the laws of the State of Ohio. Any dispute arising from this Addendum shall be governed by the laws of the State of Ohio. The parties mutually agree to submit exclusively and irrevocably to the jurisdiction of the Ohio Court of Claims in any dispute arising from this Addendum.

INDEPENDENT CONTRACTOR RELATIONSHIP: It is mutually understood and agreed that the Enhanced Care Physician is at all times acting as an Independent Contractor in performing services under this Addendum and shall not be considered a public employee for the purpose of Ohio Public Employees Retirement System (OPERS) benefits. Enhanced Care Physician shall be responsible for compliance with all laws, rules, regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, payment of wages, and workers' compensation. The persons provided by the Enhanced Care Physician shall be solely the Enhanced Care Physician's employees and shall not be considered public employees for the purpose of OPERS benefits, or employees of BWC. The Enhanced Care Physician shall be responsible for payment of federal, state, and municipal taxes and costs such as social security, unemployment, workers' compensation, disability insurance, and federal and state withholding with respect to its employees.

CONFLICTS OF INTEREST / OHIO ETHICS LAW: Enhanced Care Physician affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under this Addendum. In addition, Enhanced Care Physician affirms that a person who is or may become an agent of Enhanced Care Physician, not having such interest upon execution of this Contract shall likewise advise BWC in the event it acquires such interest during the course of this Addendum.

Enhanced Care Physician agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Addendum or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

OHIO ELECTIONS LAW: Enhanced Care Physician hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Enhanced Care Physician will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, for any contract in the amount of \$2,500.00 or more, the Enhanced Care Physician must submit an Affirmative Action Program Verification Form to the Department of Administrative Services (DAS) Equal Opportunity Division to comply with the Ohio affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

The State encourages the Enhanced Care Physician to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) Enhanced Care Physicians.

SUBCONTRACTING / ASSIGNMENT / DELEGATION: Enhanced Care Physician will not assign any of its rights nor delegate any of its duties and responsibilities under this Addendum without prior written consent of BWC. Any assignment or delegation not consented to may be deemed void by BWC. However, BWC's approval

will not serve to modify or abrogate the responsibility of Enhanced Care Physician for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES: Pursuant to Executive Order 2019-12D, no State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States. Notwithstanding any other terms of this Contract, the Bureau reserves the right to recover any funds paid for services the Enhanced Care Physician performs outside of the United States for which it did not receive a waiver. The Bureau does not waive any other rights and remedies provided the State in the Contract. Executive Order 2019-12D is available at the following website:

https://procure.ohio.gov/PDF/EO2019-12D/EO_2019-12D2_Offshore.pdf

The Enhanced Care Physician must complete the Contractor/Subcontractor Affirmation and Disclosure form affirming the Enhanced Care Physician understands and will meet the requirements of the above prohibition. During the performance of this Contract, the Enhanced Care Physician must not change the location(s) disclosed on the Affirmation and Disclosure Form, unless a duly signed waiver from the State has been attained to perform the services outside the United States. The Contractor/Subcontractor Affirmation and Disclosure form is available at the following website:

<https://procure.ohio.gov/PDF/EO2019-12D/02-Standard%20Affirmation%20and%20Disclosure%20Form.pdf>

BOYCOTTING: Pursuant to Ohio Revised Code 9.76(B) Enhanced Care Physician warrants that Enhanced Care Physician is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

ORDER OF PRIORITIES: If any provisions of the Physician Application/Agreement conflict with any provisions of this Addendum, this Addendum shall control. All other terms of the Physician Application/Agreement continue in full force and effect.

ENHANCED CARE PHYSICIAN

BWC Physician No. _____ or
National Physician Identifier (NPI) _____

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

Signature

Signature

Name

Name

Title

Title

Date

Date

Email

Signed addendums can be faxed to BWC at (614) 621-1333 or scanned and e-mailed to ProviderEnrollment@bwc.state.oh.us. It is important that you send or fax the first three pages of this addendum to BWC.

Enhanced Care Program Physician of Record (POR) Duties

Definition: A high quality, well-organized BWC-certified physician who is the treatment team leader and who demonstrates proficiency in patient care and navigation of the Ohio BWC system, verifies causality, oversees the subsequent care of the injured worker (IW), determines functional ability, and certifies disability.

The POR must be able to meet the following expectations:

- ❑ Enhanced Credentialing:
 - Provide timely access to care (ideally within 48 hours)
 - Responsive to performance and quality assurance measures
 - For example, agree to a ranking/stratifying/tiering system with return to work (RTW) and other metrics in comparison to peers

- ❑ Enhanced POR Responsibilities:
 - Agree to and **document**
 - Complete history and physical
 - Mechanism of injury
 - Causation
 - Diagnosis - should also be verified as complete and accurate
 - Detailed, comprehensive treatment plan
 - Plan and timeline for RTW
 - Physical work demands (per injured worker's description)
 - Outline workability
 - Identify necessary restrictions
 - Anticipate need for vocational rehabilitation
 - Identify barriers to injury recovery and return to work
 - Consider: Co-morbidities, education, limited transitional work opportunities, poor coping skills, secondary gain issues, etc.
 - Communicate and coordinate with primary care provider (PCP)
 - Verify medical history
 - Partner on plan of care
 - Provide ongoing updates
 - Demonstrate appropriate resource utilization
 - Re-evaluate IW in timely manner and adjust plan of care as needed
 - Utilize diagnostic testing when appropriate
 - Make specialist referrals when appropriate
 - Develop a network list of trusted specialists as part of the treatment team is encouraged
 - Adhere to standards of care and intervene when medical team is not compliant with standards
 - Adhere to Official Disability Guidelines (ODG) whenever possible
 - Provider must be proficient in utilization of online functionality
 - Care outside of ODG requires documentation of the unique circumstances that require a deviation from typical treatment for similar cases

- Adhere to BWC policy and treatment guidelines
- Implement best practices whenever possible
- Initiate vocational rehabilitation services as early as possible when standard medical care is unlikely to return the IW to pre-injury duties
- o Provide timely feedback to MCOs on consistent basis
 - Identify issues requiring increased resources, time, and/or case management
 - Notify MCO of IW non-compliance with appointments and other approved treatments
- o Engage employer in coordination with MCO
 - Address RTW barriers
 - Identify RTW opportunities
 - Verify physical work demands of IW's job (i.e., his/her job/job description at the time of injury)
- o Educate IW
 - Medical condition
 - BWC system navigation
 - RTW process
 - Continuity of care
- o Supervise the completion of BWC related documents
 - Examples: C-9, MEDCO-14, ECP-TX
- o Agree to participate in any quality assurance, peer review process, audit, or evaluation relating to the Enhanced Care Program upon request by BWC
- o Provide e-mail address to BWC to receive updates on the Enhanced Care Program

BWC Enhanced Care Program Claims Process Expectations for the POR

Summary of Significant Differences from the Current Process

- o To be included in the Enhanced Care Program, an injured worker (IW) must:
 - Have only a knee condition allowed in his/her claim at initial determination;
 - Work for a State-Fund employer;
 - Choose to be treated by an enhanced-care POR.
- o For the first 60 days after the date of determination, the MCO may approve treatment not only for the knee conditions allowed in the claim, but also for other issues with or injuries to the knee that causally relate to the workplace injury and are being considered for allowance or are being adjudicated (i.e., the POR has recommended allowance or the IW has filed a motion requesting allowance).
- o The approved treatment can extend beyond 60 days as long as:
 - The MCO approves the care prior to 60 days; and
 - The condition(s) on the claim are either allowed, being considered for allowance, or being adjudicated.
- o After examining the IW, the POR will be required to develop a comprehensive care plan and submit it to the MCO within five business days. Revisions to the care plan will need to be submitted to the MCO as necessary.
- o Prior to submitting the initial comprehensive care plan to the MCO and waiting for approval, the POR will be able to begin rendering treatment with expectation of appropriate reimbursement as long as the services rendered fall within the green sections of the Official Disability Guidelines (ODG).
- o Specialists or other providers rendering services to the IW will not need to obtain separate approval from the MCO as long as those services are listed in the POR's care plan.
- o When a IW has co-morbidities or other health issues that could complicate his/her ability to recover and return to work, the POR will be required to coordinate with the IW's primary care provider (PCP) to try and facilitate treatment for those conditions.

Determination – No Change

BWC will continue to investigate claims and make an appropriate determination based on the medical and legal facts of the injury. In its order, BWC will continue to stipulate which conditions are both allowed and disallowed in the claim.

Care Plan Process

The Enhanced Care Program process would proceed as follows:

1. The enhanced-care POR will evaluate the IW, considering:
 - o The allowed knee conditions on the claim;
 - o Other issues with or injuries to the knee that causally relate to the workplace injury (i.e., conditions that are not yet officially allowed in the claim); and,
 - o Co-morbid or other health issues that, while not directly resulting from the workplace injury, could complicate the optimal care path for that IW if not addressed by the IW's PCP.

2. The enhanced-care POR will develop a detailed, comprehensive care plan that results in the IW returning to work. Per OAC 4123-6-20 (D)(1), the plan should include at least the following criteria:
 - o Details of frequency, duration, and expected medical outcomes of medical interventions, treatments and procedures;
 - o The projected or anticipated return to work date; and,
 - o Factors that are unrelated to the work-related condition but are impacting recovery.
3. Per OAC 4123-5-18, the POR will complete a MEDCO-14 or an equivalent form in accordance with rule 4123-6-20 to support disability and to assure regular payment of compensation to the IW where appropriate and warranted. The enhanced-care POR can submit the care plan on the ECP-TX form, which was specially created for the Enhanced Care Program. The enhanced-care POR may submit a plan on a different form, but the form must be equivalent to the ECP-TX and must satisfy what is required in both rule 4123-6-20 as well as what is stipulated in the enhanced-care POR's contract.
4. The enhanced-care POR will be required to submit the comprehensive care plan to the MCO within five business days after first seeing the IW. In those instances where the enhanced-care POR needs additional time to fully diagnose the extent of an injury and to know what services are appropriate (e.g., when the POR needs to wait on diagnostic outcomes), he/she can provide a partial plan that covers 2-4 weeks and subsequently commit to updating the plan once more information is available.
5. The enhanced-care POR will need to submit care plan revisions to the MCO as necessary. The enhanced-care POR should also provide guidance on the ECP-TX (or equivalent form) regarding the feasibility and reasonableness of a IW's ability to return to work. This could range from a release to work with restrictions (and what those restrictions might be) to a full release back to the IW's original position without limitation.
6. Any care rendered for both allowed and causally-related conditions by either the enhanced-care POR or any specialist prior to the approval of the initial care plan by the MCO will be considered approved so long as the care provided falls within the "green" section of ODG. The enhanced POR and the specialist will be paid for these services as well, irrespective of whether the MCO asks the provider to modify or invalidate the care plan.

Conversely, care that falls outside of the "green" section of ODG can be rendered but will not necessarily be reimbursed without prior MCO approval.

7. To the extent that the enhanced-care POR needs to leverage a clinical specialist to provide specialized care for the IW, the POR should indicate such a need in the care plan. The clinical specialist will be able to perform the specialized services that were indicated on the enhanced-care POR's initial care plan without needing separate authorization from the MCO. If the specialist needs evidence of MCO approval, the POR should send the specialist a copy of the proposed care plan.

These specialty services could cover both the explicitly allowed conditions on the claim as well as other issues with or injuries to the knee that causally relate to the workplace injury.

8. In those circumstances where there are co-morbid conditions or other general health concerns that could hinder the IW's ability to recover and return to work, the enhanced-care POR should document the need to coordinate care both with other specialists treating the workers' compensation injury, as well as the IW's primary care provider or usual source of care.

The additional reimbursement that enhanced-care PORs will receive for assuming the role of the POR on these claims will reward PORs for the activities relating to coordinating care. However, BWC will not be responsible for paying for the care rendered if such care is not directly related to the body part impacted as a result of the workplace injury.

9. At any point in the pilot, the enhanced-care POR should recommend additional allowances to be added to the claim following the same process that exists today. This will be done when the enhanced-care POR completes the ECP-TX (or equivalent form). Those additional allowances may be necessary to provide ongoing care to the IW beyond the 60 days, should those conditions not be part of the initial determination.
10. There is no restriction on the number of comprehensive care plans an enhanced-care POR can submit on behalf of a IW. There are a few additional considerations:
 - o The enhanced-care POR only has discretion to treat with guarantee of payment for the first care plan submitted to the MCO – and only so long as the care that’s rendered is in the green section of ODG for both allowed conditions and causally-related conditions that are being considered for allowance or being adjudicated.
 - o Either the initial or revised comprehensive-care plan can request care that goes beyond 60 days as long as the plan is submitted within 60 days of the initial determination and is subsequently approved by the MCO. If approved, care can continue beyond 60 days without the IW having an approved additional allowance for any causally-related conditions, so long as the conditions are still being considered for allowance or being adjudicated (i.e., the POR has recommended allowance or the IW has filed a motion requesting allowance).
 - If the causally-related conditions are ultimately allowed, care can continue.
 - If the causally-related conditions are denied, the denial supersedes the MCO’s approval. Therefore, the enhanced-care POR would be unable to continue providing care for non-allowed conditions.
 - If there is not sufficient evidence to make a determination on the causally-related conditions, the IW must submit a C-86 motion requesting the conditions. These conditions would once again be categorized as “considered for allowance or being adjudicated.” This means that care could continue.
 - o However, if the enhanced-care POR submits a revised care plan more than 60 days after the initial determination, any causally-related conditions must be explicitly allowed in the claim for treatment to continue.