

## **NOTICE OF ONE CALL AGREEMENT TO BUSINESS PRACTICE CHANGES SUMMARY**

The following changes are being made to One Call's business practices in California starting in February 2018. The specific time frames for doing so will be updated in February. Please note – these changes apply to One Call and its affiliates engaged in providing physical therapy network services in the State of California.

### **TRANSPARENCY & PROCESS MANAGEMENT**

One Call will list the names, addresses and telephone numbers of contracted Physical Therapists ("PT") in its network listings.

One Call will share with each contracted PT a description of how its proprietary scoring process operates and the score One Call has attributed to each such PT. One Call's scoring system does not deter PTs from seeking additional visits for patients who need them. Contracted PTs can obtain their network scorecard and/or rating tier information from One Call. The contact information will be posted soon.

PTs will also be able to visit One Call's provider portal to see a complete listing of the One Call customers for physical therapy, which One Call will update on a quarterly basis.

One Call affiliates that operate MPNs will continue to comply with all MPN requirements.

### **PRICING, BILLING & PAYMENT**

One Call will notify contracted PTs of One Call's acceptance of standard electronic claims and claims attachments. One Call will notify PTs of its current clearinghouse partners in that notification. One Call further agrees to consider expanding the list of acceptable clearinghouses in good faith to include one or more additional clearinghouses that support California's e-billing rules upon request by PTs. One Call shall process all electronically submitted claims consistent with the most recent versions of the CDWC's Medical Billing and Payment Guide and Electronic Medical Billing and Payment Compliance Guide (the "EBPGs") and the applicable regulations.

One Call will also utilize commercially reasonable efforts to ensure that the remittance advice provided by them to PTs contains all relevant reason and remark codes.

If an out-of-network PT notifies One Call of its good faith dispute of One Call's payment, One Call shall within thirty days of such written request provide such PT justification for the amount One Call paid. If One Call fails to provide such justification within the thirty day period, One Call shall pay the PT for the disputed services at the lesser of the PT's standard rate or, as applicable, the rate set forth in the applicable OMFS, which amount shall be due and payable within forty (40) days of receipt of written notice from the out-of-network PT. One Call will refrain from taking any future discounts from that PT without the PT's express written consent until One Call can demonstrate to the PT that they are entitled to pay a particular rate as provided by a written agreement between One Call and the PT.

One Call will not make changes to claims except to correct outdated codes or adding necessary modifiers, and will assume full responsibility for any modifier additions..

One Call will not re-price or retro-bill any claims for payment submitted by an out-of-network PT, nor shall One Call retroactively recoup money unless the PT has been previously paid for that same service. Any recoupment notice would include the information the PT needs to reconcile the recoupment.

### **CONTRACTING**

Referrals will be based primarily on a PT's quality ranking and One Call will refrain from increasing referrals based upon reduced rates offered by a PT except as set forth below. One Call will also not make any communications to PTs indicating that they will receive more injured worker referrals if they lower their rates or based on being in a particular rate tier.

One Call will not suggest or solicit a lower rate for at least 18 months after agreeing to an initial or modified contract with a PT practice.





One Call will modify existing and future contracts with PTs to the extent necessary to comply with the Agreement and share such contract modifications with existing network therapists as provided in the Agreement.

### **REFERRAL PROCESS**

One Call aims to achieve the following goals:

- Avoiding delays in start of care including scheduling advance appointments
- Providing the treating PTs with authorizations and relevant information from the treating physicians prior to start of care
- Efficient scheduling processes to avoid missed appointments and no-shows
- Resolution mechanisms for rejected or denied claims and other grievances
- Ensuring prompt payment of accepted claims

To that end, One Call has and will continue to maintain the following decision-making hierarchy for the staffing of physical therapy referrals where a Medical Provider Network ("MPN") includes physical therapy providers, and where there is no MPN, or the MPN does not include physical therapy providers:

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|--|---|---|
| Step One: If the treating physician has requested a PT and the claims adjuster has approved  |  | Staff with the PT that the treating physician requested and the claims adjuster has approved                                    |
| Step Two: If the claims adjuster has obtained a modification to the treating physician's request or if there is no request by the treating physician |  | Staff with the PT requested by the claims adjuster  |
| Step Three: If neither the treating physician nor the claims adjuster has requested a PT   |  | Staff with the PT requested by the injured worker   |
| Step Four: If neither the treating physician nor the claims adjuster nor the injured worker has requested a PT                                       |  | Staff with the PT with the highest quality ranking within 5 miles of the injured worker's work or home, as the worker requests. |

Step Five: If neither the treating physician nor the claims adjuster nor the injured worker has requested a PT and there are multiple PTs that meet One Call's standard scheduling protocol described above



Staff with the PT with the most competitive rate for services on behalf of the payor.

Note: for referrals that fall outside a payor's MPN if an out-of-network PT produces documentation of authorization from the claims adjuster, One Call will close its file and not pursue a Single Referral Agreement ("SRA") with that PT unless One Call has entered into a SRA with that PT in the past year.

One Call shall not interfere with or redirect referrals made by the treating physician, which have been approved by the claims adjuster. One Call shall not contact the treating physician, or injured worker once it has notice that the adjuster has approved a referral to a specific PT.

### **NON-INTERFERENCE**

One Call is not a claims administrator, utilization review ("UR") organization or physical therapy practice and will continue to refrain from making or interfering with clinical determinations made by the appropriate parties in the continuum of care.

One Call will use reasonable efforts to obtain the name and contact information of the UR organization reviewing each referral and, if available, share such information with the PT assigned to the referral. One Call will also provide the contact information for an employee of One Call who the PT can contact to resolve disputes over UR decisions.

One Call will not:

- Override or interfere with the decisions made by the treating physician, but One Call may recommend clinical treatment options so long as they are accompanied by applicable industry guidelines or other clinical support and a disclosure that they are only recommendations and that the UR organization is responsible for all UR determinations;
- Determine what diagnostic tests are appropriate for a particular condition;
- Determine the need for referrals to or consultation with another PT;
- Determine how many injured workers a PT must see in a given period of time or how many hours a PT must work in a particular day;
- Claim that One Call possesses ownership of an injured worker's medical records, including, but not limited to, determining the contents thereof;
- Make decisions regarding specific coding and billing procedures for patient care services;
- Hold itself out in any communication with an injured worker (including published or online listings of PT networks) as a PT or PT Practice.

### **DISPUTE RESOLUTION PROCESS**

If a California PT believes that One Call has failed to implement or maintain the business practices formalized by the Agreement, he/she can contact One Call to seek to resolve the dispute. If the PT and One Call fail to resolve the dispute informally, the PT can request that his/her dispute be decided by an independent compliance dispute officer through a streamlined Dispute Resolution Process ("DRP") Details about the DRP will be posted shortly.

### **TERM OF THE AGREEMENT; NON-RETALIATION**

The terms of the Agreement shall be in effect until some time in 2021.

One Call will not retaliate against any PT and no PT shall suffer any decrease or alteration in referrals solely as a result of such PT seeking to modify or renegotiate the terms of his/her contract with One Call, filing a good faith grievance with One Call, or otherwise availing him or herself of the rights in the Agreement.