

Knightbrook Insurance Company Decision Point Review Plan including Precertification Requirement

DECISION POINT REVIEW:

Pursuant to N.J.A.C. 11:3-4, the New Jersey Department of Banking and Insurance has published standard courses of treatment, identified as **Care Paths**, for soft tissue injuries of neck and back, collectively referred to as **Identified Injuries (See Exhibit A)**. N.J.A.C. 11:3-4 also establishes guidelines for the use of certain diagnostic tests.

Treatments obtained in an emergency situation and / or within ten (10) calendar days of the insured event are not subject to decision point review (represented by the hexagonal symbols on the Care Paths) / precertification requirements. This provision shall not be construed so as to require reimbursement of tests and treatment that are not medically necessary, N.J.A.C. 11:3-4.7(b).

The **Care Paths** provide that treatment be evaluated at certain intervals called **Decision Points**. At **decision points**, you or your health care provider must provide Procura Management dba Optum Managed Care Services information about further treatment the provider intends to pursue. This is called **Decision Point Review**. Information regarding **Decision Point Review**, the **Care Paths** and other information is available on the website of the Department of Banking and Insurance, <http://www.nj.gov/dobi/aicrapg.htm>. The Knightbrook Insurance Company Decision Point Review (DPR) Plan is available in hard copy by calling Procura Management dba Optum Managed Care Services at (800) 275-9485, and is also available at www.procura-inc.com.

If your health care provider considers certain diagnostic testing to be medically necessary, this also requires **Decision Point Review** per N.J.A.C. 11:3-4, regardless of diagnosis. You or your health care provider must notify us by supplying written support establishing the need for the test before we can consider authorizing it. The list of diagnostic tests requiring prior authorization and a list of diagnostic tests which the law prohibits us from authorizing under any circumstances are shown below. If you or your health care provider fail to submit diagnostic testing requests for **Decision Point Review** or fail to submit clinically supported findings that support the treatment, diagnostic testing or durable medical equipment (DME) requested, payment of your bills may be subject to a penalty co-payment of 50%, even if the services are later determined to be medically necessary.

The following is a list of the specific diagnostic tests subject to **Decision Point Review**:

- Brain Mapping
- Brain Audio Evoked Potentials (BAEP)
- Brain Evoked Potentials (BEP)
- Computer Assisted Tomograms (CT, CAT Scan)
- Dynatron/cybex station/cybex studies
- Videofluoroscopy
- H-Reflex Studies
- Sonogram/Ultrasound
- Needle Electromyography (needle EMG)
- Nerve Conduction Velocity (NCV)
- Somatosensory Evoked Potential (SSEP)
- Magnetic Resonance Imaging (MRI)
- Electroencephalogram (EEG)
- Visual Evoked Potential (VEP)
- Thermogram/Thermography
- Any other diagnostic test that is subject to the requirements of **Decision Point Review** by New Jersey law or regulation

Personal injury protection medical expense benefits coverage shall not provide reimbursement for the following diagnostic tests, under any circumstances, pursuant to N.J.A.C. 11:3-4.5:

1. Spinal diagnostic ultrasound;
2. Iridology;
3. Reflexology;
4. Surrogate arm mentoring;

5. Surface electromyography (surface EMG);
6. Mandibular tracking and stimulation; and
7. Any other diagnostic test that is determined by New Jersey law or regulation to be ineligible for Personal Injury Protection coverage.

PRECERTIFICATION:

For treatment, diagnostic testing or DME not included in the care paths or subject to **Decision Point Review**, you or your health care provider are required to obtain our precertification for the following services and/or conditions listed below. If you or your providers fail to pre-certify such services, or fail to provide clinically supported findings that support the medical necessity of the treatment, services and/or condition, diagnostic tests or DME requested, payment of bills will be subject to a penalty co-payment of 50% even if the services are determined to be medically necessary. The following treatments, services and/or conditions, goods and non-medical expenses require precertification:

- Non-Emergency Inpatient and Outpatient Care including the facility where the services will be rendered and any provider services associated with these services and/or care.
- Non-emergency surgical procedures, performed in a hospital, freestanding surgical center, office, etc., and any provider services associated with the surgical procedure.
- Non-Emergency inpatient and outpatient Psychological/Psychiatric Services
- Outpatient care for soft tissue/disc injuries of the injured party's, neck, back and related structures not included within the diagnoses covered by the Care Path
- Extended Care and Rehabilitation Facilities
- All Home Health Care
- Skilled Nursing Care
- Computerized muscle testing
- Cat Scan w/Myelogram
- Discogram
- Infusion Therapy
- Current perceptual testing;
- Temperature gradient studies;
- Work hardening;
- Carpal Tunnel Syndrome;
- Vax-D / DRX types devices ;
- Podiatry;
- Audiology;
- Bone Scans.
- Non-Emergency Dental Restoration
- Prescriptions costing more than \$50.00;
- Treatment, testing and/or DME of Temporomandibular disorders and/or any oral facial syndrome
- Transportation Services costing more than \$50.00;
- Any procedure that uses an unspecified CPT; CDT; DSM IV; HCPCS codes.
- DME, including orthotics and prosthetics that collectively exceed \$50.00 cost and/or monthly rental greater than thirty (30) calendar days.
- Non-medical products, devices, services and activities and associated supplies, not exclusively used for medical purposes or as DME, with a cost of \$50.00 and/or monthly rental greater than thirty (30) calendar days, including but not limited to:
 1. vehicles
 2. modification to vehicles
 3. durable goods
 4. furnishings
 5. improvements or modifications to real or personal property
 6. fixtures
 7. recreational activities and trips
 8. leisure activities and trips
 9. spa/gym membership
- Physical, Occupational, Speech, Cognitive, or other restorative therapy or Body part manipulation, including massage therapy, except that provided for Identified Injuries in accordance with **Decision Point Review**.

- All Pain Management services, except as provided for Identified Injuries in accordance with **Decision Point Review**, including but not limited to:
 1. acupuncture
 2. nerve blocks
 3. manipulation under anesthesia
 4. anesthesia when performed in conjunction with invasive techniques
 5. radio frequency/rhyzotomy
 6. narcotics, when prescribed for more than 3 months
 7. biofeedback
 8. implantation of spinal stimulators or spinal pumps
 9. trigger point injections
 10. tens units (transcutaneous electrical nerve stimulation)
 11. PENS (Percutaneous Electrical Nerve Stimulation)

If your provider fails to request **decision point review / precertification** where required or fails to provide clinical findings that support the treatment, testing or DME requested a co-payment penalty of 50% will apply even if the services are determined to be medically necessary. For benefits to be reimbursed in full, treatment, testing and DME must be medically necessary.

VOLUNTARY PRECERTIFICATION:

You and your health care provider are encouraged to participate in a Voluntary Precertification process by providing a comprehensive treatment plan for both identified and other injuries to Procura Management dba Optum Managed Care Services. An approved treatment plan means that as long as treatment is consistent with the approved plan, additional notification to Procura Management dba Optum Managed Care Services at **Decision Points** and for Treatment, Diagnostic Testing or DME requiring **precertification** is not required.

Notification under Decision Point Review / Pre-Certification:

1. Immediately after an insured is involved in a covered accident, the insured must provide notice to us the possibility that he/she has sustained a bodily injury as a vehicle accident. The insured must provide us notice, at the latest within ten (10) days after the covered accident.

However, in the event notice is not received within 21 days of the commencement of treatment, we will reduce payments in accordance with the law or, under certain circumstances, deny the claim in accordance with NJAC 11:3-25. If notice of the accident is not received by us until 30 or more days after the accident, we reserve our right to require a cop-payment of at most 25%. In the event we do not receive notice until 60 or more days after the accident, we reserve our right to require a co-payment of at most 50%.

2. The insured must provide us with proof that the treatment he/she has already received or shall receive in the future is “clinically supported.” The insured must also provide his/her treating physician’s diagnosis and development of his/her treatment. Specifically the insured must provide us with:

- a) The date of the accident
- b) The dates of any previous treatment
- c) His/her clinical symptoms;
- d) The diagnostic tests performed and their results
- e) Any recommended test; and
- f) Any preexisting conditions

3. Notices pursuant to the terms, conditions, provisions, exclusions and limitation of the insurance policy and this plan shall be made to: Knightbrook Insurance Company, at its Claims Office Located at: 4751 Wilshire Blvd., Suite# 111, Los Angeles, CA 90020 Ph: (888) 333-8198, Fax: (323) 954-5330, email: KMISclaims@knightcompany.com.

HOW TO SUBMIT DECISION POINT and/or PRECERTIFICATION REQUESTS:

Decision Point / Precertification requests must be submitted directly to Procura Management dba Optum Managed Care Services and should be submitted by fax to (610) 631-7011.

You may also submit your requests to Procura Management dba Optum Managed Care Services at the following e-mail address: AIMSAdmins@optum.com

You may also submit your requests to Procura Management dba Optum Managed Care Services at the following address:

Procura Management dba Optum Managed Care Services
2500 Monroe Boulevard, Suite 100
Norristown, PA 19403

Procura Management dba Optum Managed Care Services shall provide 24 hour, 7-day / week telephone service. Regular business hours are Monday through Friday 7:30 AM to 5:00 PM EST. All requests for pre-authorization received on weekends and /or Federal and/or NJ State holidays will be handled on the next business day.

Properly Submitted Requests

Pursuant to N.J.A.C. 11:3-4.7(d), all providers must use the Attending Provider Treatment Plan (APTP) form, to submit **Decision Point Review and Precertification** Requests. No other forms for this purpose are permitted. A copy of the APTP form is available at <http://www.nj.gov/dobi/aicrapg.htm> or by contacting Procura Management dba Optum Managed Care Services at 800-275-9485, or at www.procura-inc.com.

A properly submitted APTP form must be completed in its entirety. It must include the injured person's full name and birth date, the claim number, the date of the accident, diagnoses / ICD-9 code(s), each CPT code requested including frequency and duration.

Properly submitted requests for **decision point review and precertification** must also include legible clinically supported findings that support the treatment, diagnostic test or DME requested. Clinically supported findings, supplied to Procura Management dba Optum Managed Care Services, must not only be legible but also establish that a health care provider, prior to selecting, performing or ordering the administration of a treatment, diagnostic testing or DME, has:

1. Personally examined the patient to ensure that the proper medical indications exist to justify ordering the treatment, diagnostic testing or DME;
2. Physically examined the patient, including making an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications and physical tests;
3. Considered the results of any and all previously performed tests that relate to the injury and which are relevant to the proposed treatment, diagnostic testing or DME; and
4. Recorded and documented these observations, positive and negative findings and conclusions on the patient's medical records.

Within three (3) business days following receipt of a properly submitted request, Procura Management dba Optum Managed Care Services will provide its determination. Our failure to respond within three (3) business days will allow a provider to continue treatment until we provide the required notice.

When an improperly submitted request is received, Procura Management dba Optum Managed Care Services will inform your treating provider what additional medical documentation or information is required. An administrative denial for failure to provide required medical documentation or information will be issued and will remain in effect until all requested information needed to properly process a review to determine medical necessity regarding the requested treatment/testing and/or DME is received. Our determination will be provided within three (3) business days following receipt of the additional required documentation or information. If we fail to notify the eligible injured party or provider of our determination within three (3) business days following receipt of the additional required documentation or information, you may continue with the test or treatment until our final determination is communicated to your provider.

Any denial of treatment or testing based on medical necessity shall be made by a physician or dentist.

Who may submit a Decision Point Review/Pre-Certification Request

The Attending Provider Treatment Plan (AFTP) form may be completed by the healthcare provider and submitted to Active Care for review, subject to the conditions and limitations set forth below. A health care provider is a person licensed or certified to perform health care treatment or services compensable as medical expenses in accordance with New Jersey law and regulation.

1. Physical Therapists may submit AFTP forms with specific CPT codes to be used for treatment purposes; however, in order for this request to be considered complete, it must include the ordering physician's prescription, current and legible notes from the ordering physician indicating a need for physical therapy, which body part is to be treated and the response to previous treatment. A legible physical therapy evaluation must also be submitted.
2. Suppliers of Durable Medical Equipment (DME), transportation services, ambulatory surgical centers, and suppliers of prescription drugs may not submit AFTP's.
3. Attending Provider Treatment Plans for diagnostic testing may only be submitted by the prescribing Health Care Provider.

It is the responsibility of the health care provider to advise Active Care of any change in condition or need for services.

"Day or Days"

"Days" mean calendar days unless specifically designated as business days.

A calendar and business day both end at the time of the close of business hours.

In computing any period of time designated as either calendar or business days, the day from which the designated period of time begins to run shall not be included. The last day of a period of time, designated as a calendar day, is to be included unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday or legal holiday.

PLEASE NOTE: Authorized testing, treatment and/or DME is only approved for the range of dates noted in the determination letter(s).

Expired Authorization:

If you or your treating Provider fails to follow the decision point review/precertification procedures identified in this document, any approved testing, treatment and/or DME completed after the authorization period (last date in the range of dates indicated in the authorization notice letter) expires will be subject to a penalty co-pay of 50%, even if the services are determined to be medically necessary.

INDEPENDENT MEDICAL EXAMINATION

Procura Management dba Optum Managed Care Services or the insurance carrier may request that you attend an Independent Medical Examination. If an Independent Medical Examination is requested, the appointment for the physical examination will be scheduled within seven (7) calendar days of receipt of the notice, unless the injured person agrees with Procura Management dba Optum Managed Care Services to extend the time period.

The Independent Medical Examination will be conducted by a provider in the same specialty of your treating provider and will be conducted in a location reasonably convenient to the eligible injured person.

Results of the Independent Medical Examination and the determination regarding your provider's request will be submitted to you in writing and to your health care provider in writing and by telephone within three (3) business days after the examination. Please note that your medically necessary treatment may proceed while the Independent Medical Examination is being scheduled and until the results are available. Except for non-emergent tests, surgery, procedures

performed in ambulatory surgical centers, and invasive dental procedures, treatment may proceed while the examination is being scheduled and until the results become available. However only medically necessary treatment related to the motor vehicle accident will be reimbursed. If the examining provider prepares a written report concerning the examination, the eligible injured person, or his or her designee, shall be entitled to a copy of the report upon request.

Examination will be scheduled to occur within thirty (30) calendar days of the receipt of the request. Examinations scheduled to occur beyond thirty (30) calendar days of the receipt of the request, must be attended. Failure to attend an examination scheduled to occur more than thirty (30) calendar days after receipt of the request will be considered an unexcused failure to attend the examination.

You are required to present photo identification, or any form of identification, to the examining provider at the time of the exam. Failure to comply with this requirement will result in an unexcused failure to attend the examination.

If you are non-English speaking, then an English speaking interpreter must accompany you to the examination. No interpreter fees or costs will be compensable. Failure to comply with this requirement will result in an unexcused failure to attend the examination.

If you must reschedule your appointment, you must contact Procura Management dba Optum Managed Care Services at 800-275-9485 no less than three (3) business days prior to the scheduled appointment. Failure to comply with this requirement will result in an unexcused failure to attend the examination.

You must provide all medical records and diagnostic studies/tests available before or at the time of the examination. Failure to provide the required medical records and/or diagnostic studies/tests will be considered an unexcused failure to attend the IME. If the injured person has two (2) or more unexcused failures to attend the scheduled exam, or three (3) failures to attend an examination in total, notification will be immediately sent to the injured person or to his or her designee, and all providers treating the injured person for the diagnosis (and related diagnosis) contained in the Attending Provider Treatment Plan form. The notification will place the injured person on notice that all further treatment, diagnostic testing or DME required for the diagnosis, (and related diagnosis) contained in the Attending Provider Treatment Plan form, will not be reimbursable as a consequence for failure to comply with the plan.

An example of the injured person's three (3) total failures to attend the exam may include three (3) occurrences of any one of the following or three (3) occurrences of any combination of the following:

- Failure to provide the medical records and/or diagnostic films before or on the day of examination;
- Rescheduling the examination for any reason even within the required three (3) business days prior to the examination appointment;
- Failure to present valid photo identification or any form of identification at the time of the examination;
- Failure to be accompanied by an English interpreter if the eligible injured party is non-English speaking;
- Failure to present for any of the examination appointments for any reason.
- Failure to attend an examination scheduled to occur beyond thirty (30) calendar days of the receipt of the request of additional treatment/test or service in question.

VOLUNTARY NETWORK PROGRAM (VNP):

Procura Management dba Optum Managed Care Services has a provider network that is available to you. As outlined in N.J.A.C. 11:3-4.8, the Procura Management dba Optum Managed Care Services Network is an approved network as part of a workers' compensation managed care organization pursuant to N.J.A.C. 11:6. The benefits of the network include ease of access, credentialed and quality providers and the fact that your penalty co-payment is waived when accessing a network provider.

In accordance with N.J.A.C. 11:3-4.8 the plan includes a voluntary network for:

1. Magnetic Resonance Imaging (MRI)
2. Computer Assisted Tomography (CT/CAT Scans)
3. Needle Electromyography (needle EMG) ** H-reflex and nerve conduction velocity (NCV) tests
4. Somatosensory Evoked Potential (SSEP)**
5. Visual Evoked Potential (VEP)**
6. Brain Audio Evoked Potential (BAEP)**
7. Brain Evoked Potential (BEP)**
8. Nerve Conduction Velocity (NCV)**

9. H reflex Study**
10. Electroencephalogram (EEG)**
11. DME with a cost or monthly rental in excess of \$50.00
12. Prescription Drugs
13. Services, equipment or accommodations provided by an ambulatory surgery facility.

** except when performed by the treating physician in conjunction with a Needle EMG.

When any of the services listed above is authorized through the **decision point review** or **precertification** process, information about accessing our voluntary network of providers will be supplied to both the injured party and the requesting provider. Those individuals who choose not to utilize the network will be assessed a penalty co-payment not to exceed 30% of the eligible charge. That penalty co-payment will be the responsibility of the injured party.

There are two specific Networks for the below specified services:

- A. Prescription Drugs:
Cypress Care at (800) 419-7191 or at www.cypresscare.com.
- B. Diagnostic Imaging/Electrodiagnostic Testing:
Information regarding the Procura Management dba Optum Managed Care Services provider network is available to you at www.procura-inc.com or by calling (800) 275-9485
- C. Durable Medical Equipment:
Information regarding the Procura Management dba Optum Managed Care Services provider network is available to you at www.procura-inc.com or by calling (800) 275-9485
- D. Services, equipment or accommodations provided by an ambulatory surgery facility.
Information regarding the Procura Management dba Optum Managed Care Services provider network is available to you at www.procura-inc.com or by calling (800) 275-9485

Information regarding our provider network is available to you at www.procura-inc.com or by calling 1-800-275-9485. Our provider network includes Procura Management dba Optum Managed Care Services providers as well as the Magnacare Network.

PREFERRED PROVIDER ORGANIZATION (PPO)

In addition, Procura Management dba Optum Managed Care Services makes available a Preferred Provider Organization (PPO) that includes all specialties, hospitals, outpatient and urgent care facilities. The use of a provider from our PPO is strictly voluntary and is provided as a service to you. A penalty co-payment will not be applied if you choose to select a provider outside this preferred provider network. Procura Management dba Optum Managed Care Services' preferred providers have facilities located throughout the state. Information regarding our PPO network is available to you at www.procura-inc.com or by calling (800) 275-9485. Our PPO Network includes Procura Management dba Optum Managed Care Services providers as well as the Magnacare Network.

PENALTY

As outlined in N.J.A.C. 11:3-4.4 (d), failure to request Decision Point Review or Precertification as required in our Decision Point Review / Precertification plan will result in a 50% penalty copayment. This co-payment penalty will be in addition to any co-payment stated in the schedule of your policy. Failure to submit clinically supported findings that support your decision point review or precertification request will result in a 50% copayment penalty. Failure to use an approved network provider for Prescription Drugs, Diagnostic Imaging/Electro diagnostic Testing, DME, and services, equipment or accommodations provided by an ambulatory surgery facility will result in a 30% penalty copayment. All penalty copayments will be applied before the application of the policy copayment and deductible.

ASSIGNMENT OF BENEFITS

Assignment of a named insured's or injured party's rights to receive benefits for medically necessary treatment, DME tests or other services is prohibited except to a licensed health care provider who agrees to:

- (a) Fully comply with the Insurer's DPR Plan, including precertification requirements,
- (b) Comply with the terms and conditions of the Insurers policy

- (c) Provide complete and legible medical records or other pertinent information when requested by us,
- (d) Utilize the "internal appeals process" which shall be a condition precedent to the filing of a demand for alternative dispute resolution for any issue related to bill payment, bill processing, Decision Point Review Request or Precertification request,
- (e) Submit disputes to alternative dispute resolution pursuant to N.J.A.C. 11:3
- (f) Submit to statements or examinations under oath as often as deemed reasonable and necessary.
- (g) Consent to the consolidation of all pending Arbitration involving the same person, accident, or claim number.

Failure by the health care provider to comply with all the foregoing requirements will render any prior assignment of benefits under Insurer's policy null and void. Should the provider accept direct payment of benefits, the provider is required to hold harmless the insured and Insurer for any reduction of payment for services caused by the provider's failure to comply with the terms of the insured's policy.

INTERNAL APPEAL PROCESS

1st Level Appeal:

If a health care provider disagrees with our determination related to decision point review, precertification or payment of medical expenses, the health care provider shall submit an internal appeal for reconsideration of the decision. Consistent with the terms of the Decision Point Review Plan and the Assignment of Benefits provision a provider proceeding under an Assignment of Benefits must utilize the "internal appeals process" which shall be a condition precedent to the filing of a demand for alternative dispute resolution for any issue related to bill payment, bill processing, Decision Point Review Request or Precertification request. All appeals for reconsideration of a decision point review or precertification medical determination must include not only the basis for the appeal but also the medical criteria to support the dispute of a medical determination. All appeals for reconsideration must be submitted no later than thirty (30) calendar days from the date of the adverse determination. The injured party, and/or health care providers, may be requested to submit additional documentation in order to complete the internal review.

Requests for reconsideration must be submitted in writing to Procura Management dba Optum Managed Care Services via fax to 610-631-7011 or via e-mail to AIMSAdmins@optum.com. Any notice of a 1st Level Appeal not sent via the aforementioned fax or e-mail address, must be submitted, via certified mail/return receipt requested or via courier that provides proof of delivery to Procura Management dba Optum Managed Care Services within thirty (30) calendar days from the date of the adverse determination. Proof of receipt by the insurer must be provided by the disputing party at the insurer's request.

A Procura Management dba Optum Managed Care Services Medical Director will be available to consult with the health care provider during the medical appeal process. A final decision will be communicated to the injured party and the health care provider within fourteen (14) business days of receipt of the properly submitted appeal and/or receipt of any supporting documentation we may request.

If the injured party or health care provider retains counsel to represent them during the appeal process, they do so strictly at their own expense. No counsel fees or costs incurred during the appeal process shall be compensable.

2nd Level Appeal:

Any disputes not resolved through the 1st Level Appeal Process shall be submitted to Procura Management dba Optum Managed Care Services for a 2nd Level Appeal. No second level appeal may be filed until the 1st Level Appeal Process has been completed. The process is as follows:

To initiate a 2nd Level Appeal, you must submit written notice of the dispute to Procura Management dba Optum Managed Care Services at least thirty (30) calendar days prior to filing a Demand for Arbitration. Such notice shall be submitted to Knightbrook Insurance Company in writing via fax at 323-954-5330 or via e-mail at KMISclaims@knightcompany.com. Any notice of a 2nd Level Appeal not sent via the aforementioned fax or e-mail address must be submitted via certified mail/return receipt requested or via courier that provides proof of delivery to Knightbrook Insurance Company thirty (30) calendar days prior to the filing of the arbitration. Proof of receipt by Knightbrook Insurance Company must be provided by the disputing party at Knightbrook Insurance Company's request.

The written notice shall set forth the basis of the appeal and the facts underlying the dispute as well as include copies of all relevant supporting documents, including, but not limited to, any unpaid medical bills for medical expenses that may be in dispute and sent to the following fax number: 323-954-5330.

All properly submitted 2nd Level Appeal requests will be reviewed by Knightbrook Insurance Company within thirty (30) calendar days from receipt of the notice and all supporting documents. A final decision will be communicated to you within thirty (30) calendar days of receipt of the properly submitted request. During this time, you shall cooperate with Knightbrook Insurance Company in the investigation of the dispute and negotiate in good faith with the insurer in an effort to resolve the dispute amicably.

Pursuant to N.J.A.C. 11:3-5.1, any appeal properly submitted that has not been resolved through the internal appeal process may be submitted to Alternate Dispute Resolution.

If the injured party or healthcare provider retains counsel to represent them during the appeal process, they do so strictly at their own expense. No counsel fees or costs incurred during the appeal process shall be compensable.

The injured party or healthcare provider agrees to indemnify and hold Knightbrook Insurance Company and Procura Management dba Optum Managed Care Services harmless for any legal fees and/or costs incurred by us as a result of the assignee's failure to utilize the Internal Appeal Processes prior to fulfilling the Alternate Dispute Resolution requirements in this Decision Point Review Plan. To the extent permitted by law, the results of said Alternate Dispute Resolution processes shall be final and binding, with no right of appeal.

EXHIBIT A

Identified Injuries

The following **International Classification of Diseases, 9th** Revision Clinical Modification - fifth edition **ICD-9-CM** diagnostic codes are associated with Care Path 1 through Care Path 6 for treatment of Accidental Injury to the Spine and Back and are included on each appropriate Care Path. The ICD9 codes referenced do not include codes for multiple diagnoses or co-morbidity.

Care Path 1

728.0 Disorders of muscle, ligament and fascia
728.85 Spasm of muscle
739.0 Non allopathic lesions - not elsewhere classified
739.1 Somatic dysfunction of cervical region
847.0 Sprains and strains of neck
847.9 Sprains and strains of back, unspecified site
922.3 Contusion of back
922.31 Contusion of back, excludes interscapular region
953.0 Injury to cervical root

Care Path 2

722.0 Displacement of cervical intervertebral disc without myelopathy
722.2 Displacement of intervertebral disc, site unspecified, without myelopathy
722.70 Intervertebral disc disorder with myelopathy, unspecified region
722.71 Intervertebral disc disorder with myelopathy, cervical region
728.0 Disorders of muscle, ligament and fascia
739.0 Non allopathic lesions - not elsewhere classified
953.0 Injury to cervical root

Care Path 3

728.0 Disorders of muscle, ligament and fascia
728.85 Spasm of muscle
739.0 Non allopathic lesions - not elsewhere classified
739.2 Somatic dysfunction of thoracic region
739.8 Somatic dysfunction of rib cage
847.1 Sprains and strains, thoracic
847.9 Sprains and strains of back, unspecified site
922.3 Contusion of back
922.33 Contusion of back, interscapular region

Care Path 4

722.0 Displacement of cervical intervertebral disc without myelopathy
722.1 Displacement of thoracic or lumbar intervertebral disc without myelopathy
722.11 Displacement of thoracic intervertebral disc without myelopathy
722.2 Displacement of intervertebral disc, site unspecified, without myelopathy
722.70 Intervertebral disc disorder with myelopathy, unspecified region
722.72 Intervertebral disc disorder with myelopathy, thoracic region
728.0 Disorders of muscle, ligament and fascia
739.0 Non allopathic lesions - not elsewhere classified

Care Path 5

728.0 Disorders of muscle, ligament and fascia
728.85 Spasm of muscle
739.0 Non allopathic lesions - not elsewhere classified
739.3 Somatic dysfunction of lumbar region
739.4 Somatic dysfunction of sacral region
846 Sprains and strains of sacroiliac region
846.0 Sprains and strains of lumbosacral (joint) (ligament)
846.1 Sprains and strains of sacroiliac ligament
846.2 Sprains and strains of sacrospinatus (ligament)
846.3 Sprains and strains of sacrotuberous (ligament)
846.8 Sprains and strains of other specified sites of sacroiliac region

- 846.9 Sprains and strains, unspecified site of sacroiliac region
- 847.2 Sprains and strains, lumbar
- 847.3 Sprains and strains, sacrum
- 847.4 Sprains and strains, coccyx
- 847.9 Sprains and strains, unspecified site of back
- 922.3 Contusion of back
- 922.31 Contusion of back, excludes interscapular region
- 953.2 Injury to lumbar root
- 953.3 Injury to sacral root

Care Path 6

- 722.1 Displacement of thoracic or lumbar intervertebral disc without myelopathy
- 722.10 Displacement of lumbar intervertebral disc without myelopathy
- 722.2 Displacement of intervertebral disc, site unspecified, without myelopathy
- 722.70 Intervertebral disc disorder with myelopathy, unspecified region
- 722.73 Intervertebral disc disorder with myelopathy, lumbar region
- 728.0 Disorders of muscle, ligament and fascia
- 739.0 Non allopathic lesions - not elsewhere classified
- 953.3 Injury to sacral root