

**Decision Point Review/PreCertification Plan for:  
Esurance Insurance Company of New Jersey  
(NAIC# 21741)  
(Referred to as EICNJ)**

The New Jersey Automobile Insurance Cost Reduction Act (NJ AICRA) became law in May 1998 and became effective March 22, 1999. This Act established certain obligations which you must satisfy so that your insurer may provide coverage for medically necessary treatment, diagnostic testing and durable medical equipment arising from injuries sustained in an automobile accident.

## **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.

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 Optum Managed Care Services (Optum) 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>, or by calling Optum. The Esurance Insurance Company of New Jersey Decision Point Review Plan is available in hard copy by calling Optum at 1-800-275-9485, and is also available at [www.workcompauto.optum.com](http://www.workcompauto.optum.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 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**:

1. Brain Mapping
2. Brain Audio Evoked Potentials (BAEP)
3. Brain Evoked Potentials (BEP)
4. Computer Assisted Tomograms (CT, CAT Scan)
5. Dynatron/cybex station/cybex studies
6. Videofluoroscopy
7. H-Reflex Studies
8. Sonogram/Ultrasound
9. Needle Electromyography (needle EMG)
10. Nerve Conduction Velocity (NCV)
11. Somatosensory Evoked Potential (SSEP)
12. Magnetic Resonance Imaging (MRI)
13. Electroencephalogram (EEG)
14. Visual Evoked Potential (VEP)
15. Thermogram/Thermography
16. 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 durable medical equipment 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 durable medical equipment 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 pre-certification:

1. 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.
2. Non-emergency surgical procedures, performed in a hospital, freestanding surgical center, office, etc., and any provider services associated with the surgical procedure.
3. Non-Emergency inpatient and outpatient Psychological/Psychiatric Services
4. Outpatient care for soft tissue/disc injuries of the eligible injured party person's neck, back and related structures not included within the diagnoses covered by the Care Path
5. Extended Care and Rehabilitation Facilities
6. All Home Health Care
7. Computerized muscle testing
8. Cat Scan w/Myelogram
9. PENS/PNT
10. Skilled Nursing / Rehabilitation Services
11. Trigger Point Dry Needling
12. Compound Drugs
13. Drug Screening
14. Schedule II, III and IV Controlled Substances, as defined by the Drug Enforcement Administration (DEA), when prescribed for more than three months;
15. Discogram
16. Infusion Therapy
17. Current perceptual testing;
18. Temperature gradient studies;
19. Work hardening;
20. Carpal Tunnel Syndrome;
21. Vax-D / DRX types devices ;
22. Podiatry;
23. Audiology;
24. Bone Scans.
25. Non-Emergency Dental Restoration
26. Prescriptions costing more than \$50.00;
27. Treatment, testing and/or durable medical goods of Temporomandibular disorders and/or any oral facial syndrome
28. Transportation Services costing more than \$50.00;
29. Any procedure that uses an unspecified CPT; CDT; DSM IV; HCPCS codes.
30. Durable Medical Goods, including orthotics and prosthetics that collectively exceed \$50.00 cost and/or monthly rental greater than 30 calendar days.
31. Non-medical products, devices, services and activities and associated supplies, not exclusively used for medical purposes or as durable medical goods, with a cost of \$50.00 and/or monthly rental greater than 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/PNT

Treatment obtained in an emergency situation and / or within ten calendar days of the insured event, is not subject to **decision point review / 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).

If your provider fails to request **decision point review / precertification** where required, or fails to provide clinical findings that support the treatment, testing or durable medical equipment requested, a copayment 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 durable medical equipment 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 Optum. An approved treatment plan means that as long as treatment is consistent with the approved plan, additional notification to Optum at **Decision Points** and for Treatment, Diagnostic Testing or Durable Medical Equipment requiring **precertification** is not required.

**NOTICE REQUIREMENTS:**

The terms and conditions of both our existing PIP Endorsement and our revised PIP Endorsement require any “insured” to promptly notify us of any claim and provide us with information including:

- How, when and where the accident happened.
- A detailed description of the injuries sustained in the accident.
- A detailed description of all preexisting injuries and/or conditions the “insured” may have.
- The names of any physicians and/or medical facilities consulted by the “insured” with respect to the injuries along with their contact information.

Pursuant to 11:3-4.4(e) 1 thru 3, EICNJ requires any “insured” to adhere to the reporting requirements outlined above. Failure to supply the required information shall result in a reduction in the amount of reimbursement of the eligible charge for medically necessary expenses that are incurred by the “insured” after he/she should have notified us of the loss according to the following schedule:

- Notice received 30-59 calendar days after the date of the accident – 25%
- Notice received 60 or more calendar days after the date of the accident – 50%

These penalties apply in addition to any other deductibles, copayments, and penalties that may otherwise apply to the claim.

This provision does not relieve any treating medical provider from their obligation to promptly provide notification of treatment under N.J.A.C. 11:3-25 also known as the ‘21 Day Rule’.

## HOW TO SUBMIT DECISION POINT and/or PRECERTIFICATION REQUESTS:

**Decision Point / Precertification** requests should be submitted to Optum at the following address and/or fax #:

Optum Managed Care Services  
7480 Halcyon Pointe Drive, Suite 300  
Montgomery, AL 36117  
1-800-275-9485  
Fax: (833) 396-1011  
E-mail: [AIMSAdmin@optum.com](mailto:AIMSAdmin@optum.com)

You may also submit your requests via the web: <https://providerhub.procuranet.com>

Optum shall provide 24 hour, 7-day / week telephone service. Regular business hours are Monday through Friday 7:30 AM to 5:00 PM. All requests for pre-authorization received after 5:00 PM, on weekends and on 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 health care providers, as defined in N.J.A.C. 11:3-4.2, 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 Optum at 800-275-9485, or at [www.workcompauto.optum.com](http://www.workcompauto.optum.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 codes or ICD-10 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 durable medical equipment requested. Clinically supported findings, supplied to Optum, 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 durable medical equipment, has:

1. Personally examined the patient to ensure that the proper medical indications exist to justify ordering the treatment, diagnostic testing or durable medical equipment;
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 durable medical equipment; and
4. Recorded and documented these observations, positive and negative findings and conclusions on the patient's medical records.

Within three business days following receipt of a properly submitted request, Optum will provide its determination. Our failure to respond within three business days will allow a provider to continue treatment until we provide the required notice.

When an improperly submitted request is received, Optum 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 durable medical equipment is received. Our determination will be provided within three 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 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.

**PLEASE NOTE:** Authorized testing, treatment and/or durable medical equipment 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 procedures listed below, any approved testing, treatment and/or durable medical equipment 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. In order to avoid this penalty, your treating provider must follow the appropriate procedure below:

- When medically necessary care or durable medical equipment is not completed, within 14 calendar days from the date in which the authorization period expires, you must request an extension, in writing, to Optum and the extension request must include an explanation to support the request for the extension. It may either be faxed to Optum at (833) 396-1011 or mailed to the following address: Optum Managed Care Services, Attention AIMS Dept. 7480 Halcyon Pointe Drive, Suite 300 Montgomery, AL 36117 or E-mail: [AIMSAdmin@optum.com](mailto:AIMSAdmin@optum.com).
- When medically necessary care or durable medical equipment is not completed, 30 or more calendar days from the date in which the authorization period expires, you must resubmit a request for medical review and authorization to Optum. The request must be properly submitted to Optum in writing and must include a properly completed APTP form. The complete APTP form must be accompanied with appropriate and current legible clinically supported findings. It may either be faxed to Optum at (833) 396-1011 or mailed to the following address: Optum Managed Care Services, Attention AIMS Dept. 7480 Halcyon Pointe Drive, Suite 300 Montgomery, AL 36117 or E-mail: [AIMSAdmin@optum.com](mailto:AIMSAdmin@optum.com).

#### **INDEPENDENT MEDICAL EXAMINATION**

Optum 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 7 calendar days of receipt of the notice, unless the injured person agrees with Optum 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 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 30 calendar days of the receipt of the request. Examinations scheduled to occur beyond 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 Optum directly at 1-800-275-9485 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 **more than 1 unexcused** failure to attend the scheduled exam, or three 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 durable medical equipment 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 3 total failures to attend the exam may include 3 occurrences of any one of the following or 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 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 30 calendar days of the receipt of the request of additional treatment/test or service in question.

### **VOLUNTARY UTILIZATION NETWORK PROGRAM (Waiver of Penalty Copayment):**

Optum has a provider network that is available to you. As outlined in N.J.A.C. 11:3-4.8, the Optum 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 copayment 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. Durable Medical Equipment with a cost or monthly rental in excess of \$50.
12. Prescription Drugs
13. Services, equipment or accommodations provided by an ambulatory surgery facility.

\* except when performed together by the treating physician.

When any of the services listed above is authorized at any point in the **decision point review** or **precertification** or appeal process, information about accessing our voluntary network of providers is available on the websites or at the toll free numbers listed below. Those individuals who choose not to utilize the network will be assessed a penalty copayment not to exceed 30% of the eligible charge, including if the treatment is denied but subsequently approved. That penalty copayment will be the responsibility of the eligible injured party.

There are two specific Networks for the below specified services:

**A. Prescription Drugs:**

Tmesys at (877) 494-9195 or at [www.workcompauto.optum.com](http://www.workcompauto.optum.com)

**B. Diagnostic Imaging/Electrodiagnostic Testing:**

Information regarding the Optum Managed Care Services provider network is available to you at [www.workcompauto.optum.com](http://www.workcompauto.optum.com) or by calling at 1-800-275-9485.

**C. Durable Medical Equipment:**

Information regarding the Optum Managed Care Services provider network is available to you at [www.workcompauto.optum.com](http://www.workcompauto.optum.com) or by calling at 1-800-275-9485.

#### **D. Services, equipment or accommodations provided by an ambulatory surgery facility:**

Information regarding the Optum Managed Care Services provider network is available to you at [www.workcompauto.optum.com](http://www.workcompauto.optum.com) or by calling at 1-800-275-9485.

Information regarding our provider network is available to you at [www.workcompauto.optum.com](http://www.workcompauto.optum.com) or by calling Optum at 1-800-275-9485. Our provider network includes Optum providers as well as the Magnacare Network.

#### **PREFERRED PROVIDER ORGANIZATION (PPO)**

In addition, Optum 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 copayment will not be applied if you choose to select a provider outside this preferred provider network. Optum's preferred providers have facilities located throughout the state. Information regarding our PPO network is available to you at [www.workcompauto.optum.com](http://www.workcompauto.optum.com) or by calling Optum at 1-800-275-9485. Our PPO Network includes Optum providers as well as the Magnacare Network.

#### **PENALTY**

As outlined in N.J.A.C. 11:3-4.4 3 (d), failure to request **Decision Point Review or Precertification** as required in our **Decision Point Review / Precertification** plan will result in a 50% copayment penalty. 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. Copayments and deductibles will first be applied to the eligible charges and then penalties will be applied for failure to precertify.

#### **ASSIGNMENT OF BENEFITS**

EICNJ has included restrictions on the Assignment of Benefits under our policy.

The revised policy allows any EIP to assign his or her benefits to any "health care provider" that is providing the EIP with covered services or supplies in conjunction with their Personal Injury Protection claim. In order for any assignment to be valid, the "health care provider" must agree, in writing as part of the assignment, to fully comply with our Decision Point Review/PreCertification plan and all of the terms and conditions of our policy including precertification, decision point reviews, deductibles, copayments, exclusions, duties of cooperation, and conditions for dispute resolution.

The provider must also agree, in writing as part of their assignment, to hold harmless the eligible injured party, the Company, and the Company's Vendor(s) for any reduction in benefits caused by the provider's failure to comply with the terms of the Decision Point Review / PreCertification plan or our Policy.

An assignment that does not specifically agree to these conditions will not be considered valid. In addition, any and all assignments become void and unenforceable under certain conditions including:

- Coverage is not afforded under the policy.
- An "Eligible injured party" or "Provider" does not submit to Examination Under Oath.
- A "provider" does not comply with the Dispute Resolution provisions of the policy including utilization of the Internal Appeals Process.
- A "provider" does not comply with requests for medical records, test results, or other relevant medical documentation.
- An "eligible injured party" or "provider" does not comply with all requirements, duties, and conditions of the policy and the Decision Point Review / PreCertification plan.

While we make every effort to provide fair and timely payment of benefits on all valid claims, there are situations where a dispute will arise between us and an assignee over payment of PIP benefits.

Often, such disputes are simple matters that, when brought to our attention, can be resolved quickly and amicably without the need for costly and time consuming litigation.

In an effort to avoid such unnecessary litigation, which is ultimately very costly to our policyholders, we have included a requirement in our policy that any assignee who has a dispute must utilize our Internal Appeals process prior to filing any form of litigation. The Internal Appeals process includes utilization of our 2nd Level Appeal process.

## **INTERNAL APPEAL PROCESS and DISPUTE RESOLUTION:**

The internal appeals process shall permit a health care provider who has been assigned benefits pursuant to N.J.A.C. 11:3-4.9, or has a power of attorney from the injured party, to participate in the internal appeals process for reconsideration of an adverse decision.

All internal appeals shall be filed using the form established by the Department by Order in accordance with N.J.A.C. 11:3-4.7(d). A properly submitted appeal form must be completed, including, but not limited to the minimum required fields as indicated by an asterisk (\*). Further, an appeal rationale narrative is required to be included within these forms. Failure to comply with these requirements will result in an administrative denial of the appeal. The appeal form and all supporting documentation must be submitted by the health care provider to Optum at the address, fax number or website designated for appeals as follows:

Optum Managed Care Services  
Attention: Appeals Dept  
7480 Halcyon Pointe Drive, Suite 300  
Montgomery, AL 36117  
Fax: (833) 396-1011  
E-mail: AIMSAdmin@optum.com  
Web: <https://providerhub.procuranet.com>

There are two types of internal appeals:

1. Pre-service: Appeals of decision point review and/or precertification denials or modifications prior to the performance or issuance of the requested medical procedure, treatment, diagnostic test, other service and/or durable medical equipment (collectively known as "services")
2. Post-service: Appeals subsequent to the performance or issuance of the services

Pursuant to N.J.A.C. 11:3-4.7B(b), each issue shall only be required to receive one internal appeal review, by the insurer prior to making a request for alternate dispute resolution.

### **Pre-service Appeals**

A pre-service appeal shall be submitted in writing to Optum no later than (30) thirty days after receipt of a written denial or modification of requested services.

A final decision will be communicated in writing to the health care provider who submitted the appeal within (14) fourteen days from the date Optum received the properly submitted appeal.

All pre-service appeals received after (30) thirty days from the date of receipt of the adverse decision notice shall be acknowledged as "Late Appeals." All pre-service appeals that are acknowledged as "Late Appeals" will not be processed. The pre-service appeal form must be completed, including, but not limited to the minimum required fields as indicated by an asterisk (\*). Further, an appeal rationale narrative is required to be included within these forms. Failure to comply with this requirement will result in an administrative denial of the appeal.

If a pre-service appeal is not properly submitted within (30) thirty days from the date the provider has received notice of the adverse decision, the health care provider may submit another decision point review request for the services in accordance with the aforementioned section in this DPR Plan named "How to Submit Decision Point and/or Precertification Requests".

### **Post-Service Appeals**

A post-service appeal shall be submitted in writing to Optum at least 45 days prior to initiating alternate dispute resolution pursuant to N.J.A.C. 11:3-5 or filing an action in Superior Court. The post-service appeal form must be completed, including, but not limited to the minimum required fields as indicated by an asterisk (\*). Further, an appeal rationale narrative is required to be included within these forms. Failure to comply with this requirement will result in an administrative denial of the appeal.

A final decision will be communicated in writing to the health care provider who submitted the appeal within (30) thirty days from the date Optum received the properly submitted appeal.

Pursuant to N.J.A.C. 11:3-5.1, any completed appeal 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. To the extent permitted by law, the results of said Alternate Dispute Resolution processes shall be final and binding.

## 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