



EXHIBIT "B"

ADDENDUM TO INLAND EMPIRE FOUNDATION FOR MEDICAL CARE

ALLIED PROVIDER WORKERS' COMPENSATION SPECIALTY PANEL

This is an Addendum to the AGREEMENT entered into the _____ day of _____, 201__ by and between the **INLAND EMPIRE FOUNDATION FOR MEDICAL CARE ("IEFMC")** a California corporation, and _____ ("**PROVIDER**"), licensed under the laws of the State of California and is an integral part of the Agreement and shall become effective on the date listed below. In the event there are any inconsistencies or conflicts between any provision in this Addendum and any provision in the Agreement, the provisions of this Addendum and any provision in the Agreement, the provisions of this Addendum shall be controlling and shall supersede any provisions of the Agreement as it relates to workers compensation.

PROVIDER hereby agrees to participate on the IEFMC Workers Compensation Specialty Panel. In addition to the terms and conditions contained in this Agreement, PROVIDER further agrees to the following:

1. Panel Participation. PROVIDER hereby agrees and acknowledges that as a condition precedent to participation on the IEFMC Workers Compensation Specialty Panel shall at all times remain duly licensed to perform workers compensation medical or ancillary services in accordance with California law. PROVIDER shall notify the IEFMC immediately of any suspension, revocation or other restriction upon his, her, or its licensure.
2. Forwarding of Claims and Payment. PROVIDER shall submit claims for the cost of workers' compensation health care services (charges) to IEFMC or designated claims Payer in accordance with PROVIDER's usual fees and charges, within sixty (60) days after PROVIDER has rendered the workers' compensation health care services to the Covered Employee. IEFMC or designated claims Payer shall forward claims from PROVIDER to self-insured employer, group of self-insured employers, or insurer of an employer, an employee, or other responsible party within 30 days after receipt of the claim from PROVIDER. PROVIDER's claim shall be paid no later than 30 days after receipt by Payer of a completed and correct claim. Except as provided in California Code of Regulations, Title 10, Section 1977.4(b), Payer will have no liability to pay for claims received beyond the sixty (60) day period.
3. Maintenance of Books and Records. PROVIDER shall maintain all books, records of account, medical records, reports and papers as may be necessary for compliance with the provisions of the Workers' Compensation Health Care Provider Organization Act of 1993 (the "Act") and the rules there under (Title 10, Chapter 3, Subchapter 12 of the California Code of Regulations, beginning at Section 1956; "the Rules"). All such books, records and reports shall be available to IEFMC or to the Commissioner of Corporations, as necessary or required, under the Act and Rules.


All such books, records, reports, and papers shall be maintained for five years after the initial date of delivery of health care services under this Agreement. The obligation of PROVIDER to maintain books, records, reports, and paper and to make them available shall survive the termination of this Agreement.

4. Access. PROVIDER agrees to provide medical records at no charge (operative reports and chart notes) as requested or necessary to adjudicate Covered Employees' claims. IEFMC shall have access during regular business hours to all administrative, financial, and medical books, records, reports, and papers relating to the delivery of workers' compensation health care to employees, and to the cost (charges) of such delivery and payments received by PROVIDER from contracted Payer.

5. Compensation. PROVIDER shall accept the allowance payable by IEFMC pursuant to **Exhibit "One"** to this Agreement, attached hereto and incorporated herein by this reference, as payment in full for services provided to Covered Employees under this Agreement. PROVIDER agrees and acknowledges that PROVIDER shall not seek any other payment or surcharge in violation of the California Labor Code for workers' compensation health care services, from Covered Employee for Covered Services under any circumstances, including but not limited to, Payer's insolvency or nonpayment to PROVIDER. If IEFMC receives notice of any such surcharge or receipt of any other prohibited payment by PROVIDER, IEFMC shall take necessary action to assist the affected Covered Employee(s) in obtaining refund of the prohibited charges and to prevent a recurrence.
6. Binding Effect of Agreement. This Agreement, including all exhibits, supersedes any and all other agreements between IEFMC and PROVIDER which are not attached hereto and incorporated herein and which are related to the delivery of, or to the compensation for, workers' compensation health care services. No future statements or promises relating to the delivery of workers' compensation health care services shall be valid or binding unless written and incorporated herein as addenda, subject to the approval of the Commissioner.
7. Workers Compensation Laws and Regulations. IEFMC is subject to the requirements of the California Labor Code, the Regulations of the Commissioner of Corporations and the Regulations of the Department of Industrial Relations. Any provisions required to be contained in this Agreement by the above laws and regulations shall bind IEFMC and PROVIDER whether or not provided in this Agreement.
8. Quality Assurance and Utilization Review. PROVIDER shall cooperate with the quality assurance and utilization review system established pursuant to Section 5179 of the California Labor Code and Section 1979 of the Rules, and shall cooperate with the Commissioner in accordance with the provisions of Section 5186 of the California Labor Code and Sections 1986 and 1986.1 of the Rules and the policies and related procedures established by IEFMC.
 - 8.1 All treatment provided under the Workers' Compensation Network shall be provided in accordance with the medical treatment utilization schedule established pursuant to Section 5307.27 of the American College of Occupational & Environmental Medicine's (ACOEM) Occupational Medicine Practice Guidelines as well as any other requirements under the labor code.
 - 8.2 For Patients being seen under Workers' Compensation, "Medically Necessary Services" are those services that are determined to be appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition, and provided for the diagnosis or direct care and treatment of the medical condition, and within standards of good medical practice with the organized community, and not primarily for the convenience of the injured worker, the physician, or any other provider's convenience, and be the most appropriate level of service which can be safely provided.
 - 8.3 For Patient's being seen under Workers' Compensation "Utilization Schedule" means the adoption by the Administrative Director of a utilization schedule presumptively correct on the issue of extent and scope of medical treatment. These guidelines are currently based on the American College of Occupational and Environmental Medicine and Occupational Medical Practice Guidelines. For injuries not covered by the ACOEM guidelines or the schedule, treatment shall be in accordance with other evidence-based medical treatment guidelines generally recognized by the medical community.
9. Use of Provider Name. IEFMC is hereby granted the right to list PROVIDER as an IEFMC Workers Compensation Panel Participant and its affiliate the California Foundation for Medical Care (CFMC) provider directory. PROVIDER further agrees to provide health care services to Covered Employees accessing PROVIDER through contracts for workers compensation health care services entered into by IEFMC under the same conditions set forth in this Agreement.

10. Non-Discrimination. PROVIDER shall not discriminate in the treatment of Covered Employees based on race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, or age. PROVIDER shall make services available to Covered Employees in the same manner in accordance with the same standards provided to PROVIDER's other worker's compensation patients, and without regard to the degree or frequency of utilization of Covered Services.
11. Referrals. Consistent with exercise of PROVIDER's best professional judgment and when medically necessary, PROVIDER agrees to refer Covered Employees to other members of the IEFMC Workers Compensation Specialty Panel. PROVIDER further agrees to comply with IEFMC's referral and authorization policies as may be adopted and disseminated to PROVIDER from time to time.
12. Report Filings. PROVIDER agrees to conform to the State of California Regulations pertaining to medical/disability report filings. PROVIDER also agrees to cooperate fully with the designated agent of any self-insured employer, group of self-insured employers, or insurer of an employer, an employee, or other responsible party in communicating all pertinent medical and or disability treatment plans upon request. This communication shall be via telephone or other agreed electronic device. PROVIDER also agrees to abide by the appeal process and decisions that may be utilized in disputed cases as approved by IEFMC.

IN WITNESS WHEREOF, the parties hereby agree to the terms of this Agreement as stated herein.

PROVIDER	INLAND EMPIRE FOUNDATION FOR MEDICAL CARE
Signature _____	 _____
Name (Please Print) _____	Signature _____ Dolores L. Green _____
Title _____	Name _____ Chief Executive Officer _____
Date _____	Title _____
Tax ID # _____	

Participation with the Workers' Compensation Specialty Panel requires the MPN Acknowledgment on the following page; please sign both the Workers' Compensation Specialty Agreement and the MPN Acknowledgment.

EXHIBIT "ONE"

INLAND EMPIRE FOUNDATION FOR MEDICAL CARE

WORKERS' COMPENSATION REIMBURSEMENT RATES

PROVIDER accepts the compensation and terms set forth below as consideration in full for arranging/providing those Health Care Services rendered.

I. Payments

For Workers' Compensation Patients, the PROVIDER shall be reimbursed by Payor, at the lesser of the **eight-five percent (85%)** of the Official Medical Fee Schedule (OMFS), the negotiated PPO rates listed in the Exhibit A or the PROVIDER's billed charges, less any applicable copayments, coinsurances, deductibles, which are the financial responsibility of the Patient. For those services not included in the OMFS, the PPO rates listed in this REIMBURSEMENT SCHEDULE shall apply.

In accordance with the applicable statute, PROVIDER agrees to accept the compensation amount set forth above as payment in full on behalf of each Patient/Payer, and PROVIDER agrees not to bill a Patient in excess of such applicable compensation amount. Upon receipt of a complete, accurate and legible claim, as well as any medical reports required by the applicable statute, PROVIDER will be paid within the specified time frame as required by statute.

II. Submission of Claims

Each time a Patient receives a Health Care Service from PROVIDER, PROVIDER will submit a claim for payment. Claims must be made on HCFA 1500 billing or applicable state forms using CPT-4 and ICD-9 or the most recent diagnostic and procedural coding systems, or a reasonable equivalent containing all necessary information along with a medical report. PROVIDER must submit claims within sixty (60) days from the date of service. Except as provided in California Code of Regulations, Title 10, Section 1977.4(b), Payer will have no liability to pay for claims received beyond the sixty (60) day period.

Disputes regarding claim amounts paid must be filed within the lesser of the specified time frame as required by state statute or twelve (12) months of claim payment. The payer shall have no obligation to pay additional amounts on claims disputed after that time.

Inland Empire Foundation for Medical Care

Workers Compensation Network

ALLIED PROVIDER ACKNOWLEDGMENT

In accordance with the requirements of California Labor Code Section 4616 and Title 8 California Code of Regulations Section 9767.5.1, I hereby acknowledge that I participate in a Medical Provider Network administered by the Inland Empire Foundation for Medical Care/ California Foundation for Medical Care.

Dated: _____

Printed Name of Provider

(Original Signature)

Tax Identification Number

*MPN Client Listing on website at www.cfmnet.org