

**Decision Point Review/PreCertification Plan for:
Esurance Insurance Company of New Jersey
(NAIC# 21714)
(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 Procura Management Inc 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 Procura Management Inc. The Esurance Insurance Company of New Jersey Decision Point Review Plan is available in hard copy by calling Procura Management Inc at 1-800-275-9485, 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 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. Discogram
10. Infusion Therapy
11. Current perceptual testing;
12. Temperature gradient studies;
13. Work hardening;
14. Carpal Tunnel Syndrome;
15. Vax-D / DRX types devices ;
16. Podiatry;
17. Audiology;
18. Bone Scans.
19. Non-Emergency Dental Restoration
20. Prescriptions costing more than \$50.00;
21. Treatment, testing and/or durable medical goods of Temporomandibular disorders and/or any oral facial syndrome
22. Transportation Services costing more than \$50.00;
23. Any procedure that uses an unspecified CPT; CDT; DSM IV; HCPCS codes.
24. Durable Medical Goods, including orthotics and prosthetics that collectively exceed \$50.00 cost and/or monthly rental greater than 30 days.
25. 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 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)

Treatment obtained in an emergency situation and / or within ten 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 Procura Management Inc. An approved treatment plan means that as long as treatment is consistent with the approved plan, additional notification to Procura Management Inc 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 days after the date of the accident – 25%
- Notice received 60 or more 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 Procura Management Inc at the following address and/or fax #:

Procura Management Inc
2435 Boulevard of the Generals, Suite 200,
Norristown, PA, 19403
1-800-275-9485
Fax: **1-610-631-7011**

Procura Management Inc 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 by Procura after 5:00 PM, on weekends and on 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 (AFTP) form, to submit **Decision Point Review and Precertification** Requests. No other forms for this purpose are permitted. A copy of the AFTP form is available at <http://www.nj.gov/dobi/aicrapg.htm> or by contacting Procura Management Inc at 800-275-9485, or at www.procura-inc.com.

A properly submitted AFTP 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 durable medical equipment requested. Clinically supported findings, supplied to Procura Management Inc, 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, Procura Management Inc 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, Procura Management Inc 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 Procura Management Inc and the extension request must include an explanation to support the request for the extension. It may either be faxed to Procura Management Inc at 610-631-7011 or mailed to the following address: Procura Management Inc, 2435 Boulevard of the Generals, Attention AIMS Dept, Norristown, PA 19403.
- 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 Procura Management Inc. The request must be properly submitted to Procura Management Inc 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 Procura Management Inc at 1-610-631-7011 or mailed to the following address: Procura Management Inc, 2435 Boulevard of the Generals, Attention AIMS Dept, Norristown, PA 19403.

INDEPENDENT MEDICAL EXAMINATION

Procura Management Inc 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 Procura Management Inc 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 Procura Management Inc 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):

Procura Management Inc has a provider network that is available to you. As outlined in N.J.A.C. 11:3-4.8, the Procura 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) *
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 (VEP)**
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 by the treating physician.

** 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 claimant and the requesting provider. Those individuals who choose not to utilize the network will be assessed a penalty copayment not to exceed 30% of the eligible charge. 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:

Cypress Care at 1-800-419-7191 or at www.cypresscare.com.

B. Diagnostic Imaging/Electrodiagnostic Testing:

Information regarding the Procura Management Inc provider network is available to you at www.procura-inc.com or by calling Procura Management Inc. at 1-800-275-9485.

C. Durable Medical Equipment:

Information regarding the Procura Management Inc provider network is available to you at www.procura-inc.com or by calling Procura Management Inc. at 1-800-275-9485.

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

Information regarding the Procura Management Inc provider network is available to you at www.procura-inc.com or by calling Procura Management Inc. at 877-722-8037.

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

PREFERRED PROVIDER ORGANIZATION (PPO)

In addition, Procura 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. Procura's 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 Procura Management Inc. at 1-800-275-9485. Our PPO Network includes Procura Management Inc. 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:

1st Level Appeal:

If the eligible injured party person, or a health care provider with a valid assignment of benefits, disagrees with our determination related to decision point review, precertification or payment of medical expenses, the eligible injured party person, or the health care provider with a valid assignment of benefits, may submit an internal appeal for reconsideration of the decision. All requests for reconsideration must include the basis for the appeal. 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 30 calendar days from the date of the adverse determination. The eligible injured party person, and one or more health care providers, may be requested to submit additional documentation in order to complete the internal review.

A health care provider that is not holding a valid assignment of benefits may participate in the request for reconsideration process set forth in the preceding paragraph.

Requests for 1st Level Appeal must be submitted in writing to Procura Management Inc. Your appeal should be faxed to Procura Management Inc at **1-610-631-7011**.

Your 1st Level Appeal request may also be submitted by mail to Procura Management Inc at:

Procura Management Inc.
Attention: Appeals Dept
2435 Boulevard of the Generals, Suite 200
Norristown, PA 19403
Fax: 1-610-631-7011

A Procura 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 eligible injured party person, and the health care provider, in writing within 14 business days of receipt of the properly submitted appeal and/or receipt of any supporting documentation we may request.

If the eligible injured party person 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.

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.

However, any appeal properly submitted by a health care provider who is a valid assignee that has not been resolved in the first internal appeal must thereafter follow the appeal process set forth in the following section named "Dispute Resolution – Health Care Providers With A Valid Assignment Of Benefits and comply with all provisions therein. Those provisions are also set forth here.

2nd Level Appeal:

If we or any assignee seeking Personal Injury Protection benefits disagree as to the provision of benefits assigned, either party shall have the right to submit the matter to Alternate Dispute Resolution in accordance with N.J.A.C. 11:3-5. However, prior to submitting the matter to Alternate Dispute Resolution, the assignee must utilize our Internal Appeal Processes as outlined in this Decision Point Review Plan approved by the Department of Banking and Insurance.

All appeals by assignees regarding **decision point review, precertification**, or payment of medical bills must be properly submitted to Procura Management Inc for reconsideration as described above in the 1st Level Appeal Process Requirements. Any other disputes and any disputes not resolved through the foregoing 1st Level Appeal Process must be submitted to the Esurance Insurance Company of New Jersey for a 2nd Level Appeal as follows:

To initiate a 2nd Level Appeal, the assignee shall submit written notice of the dispute, and request an 2nd Level Appeal review, via certified mail / return receipt requested or via courier that provides proof of delivery. Proof of receipt by Esurance Insurance Company of New Jersey must be provided by the assignee at the request of Esurance Insurance Company of New Jersey.

The written notice shall set forth the basis of the appeal and the facts underlying the dispute 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 Esurance at the following address:

Esurance Insurance Company of New Jersey

P.O. Box 623

Basking Ridge, NJ 07920

Attn: PIP Appeals Coordinator

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

If, despite completion of the Internal Appeal Processes, the good faith efforts of both parties fail to bring resolution to the dispute, the injured party or health care provider only recourse will be to request Alternate Dispute Resolution in accordance with N.J.A.C. 11:3-5. Any request for Alternate Dispute Resolution may include a request for review by a Medical Review Organization as defined in N.J.A.C. 11:3-5.2.

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.

The injured party or health care provider agrees to indemnify and hold Esurance Insurance Company of New Jersey and Procura Management Inc harmless for any legal fees and/or costs incurred as a result of the injured party's or health care provider'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