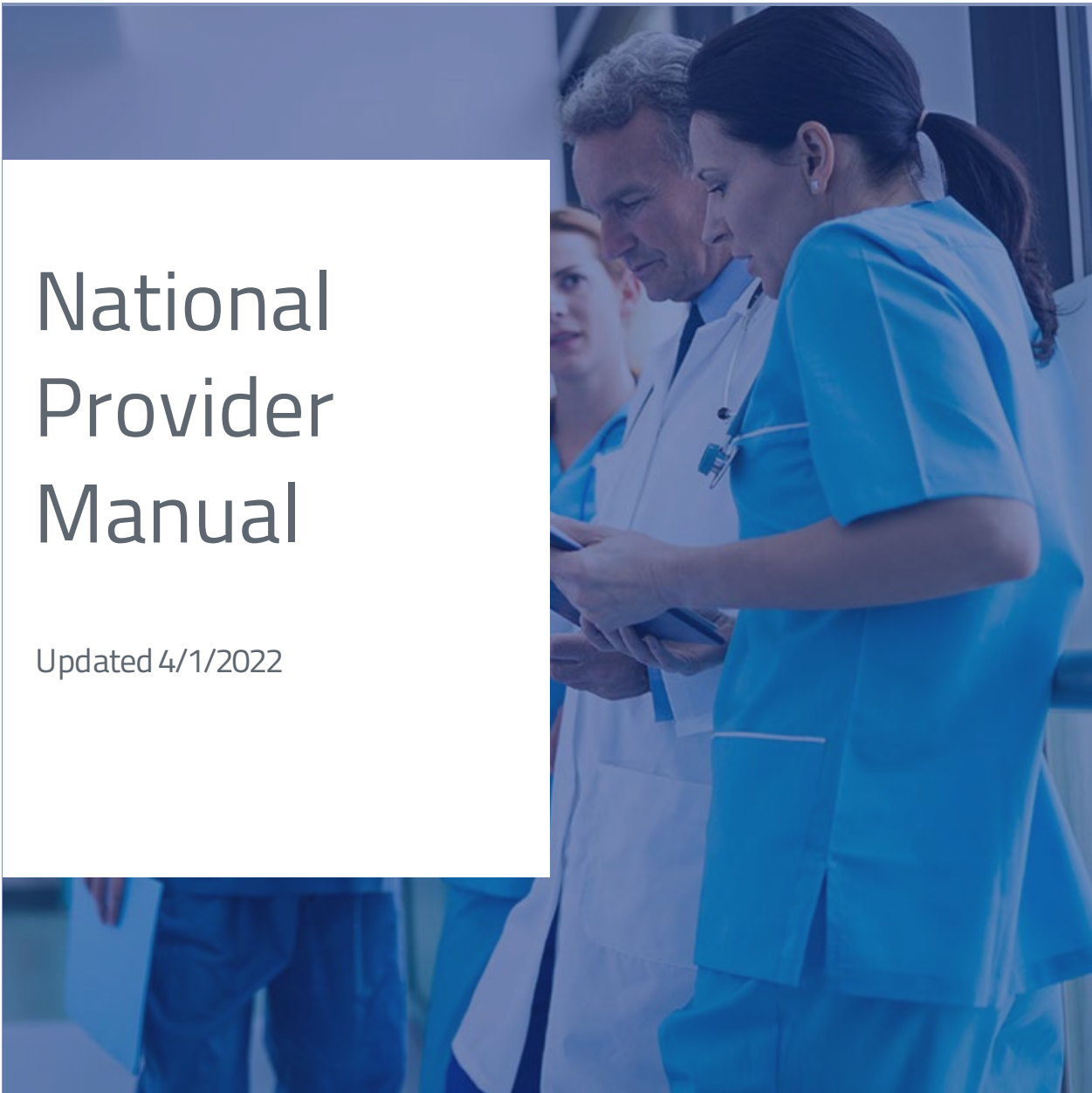




# National Provider Manual

Updated 4/1/2022



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*This CorCare Participating Provider Organization Manual is intended as a general guide and is subject to change. If any conflict exists between this Manual and state, federal or local laws, Provider should follow the state, federal or local laws. If any conflict exists between this Manual and your CorVel Participating Provider Organization Agreement, Provider should follow the terms and provisions of the CorVel Participating Provider Organization Agreement.*

## 1. SUMMARY OF PROCEDURES, RESOURCES, CLAIMS SUBMISSION

### Summary of Procedures

- ☐ The CorVel program applies to all insurance carriers, third-party administrators, and employers participating with CorVel.
- ☐ Identification of the Workers' Compensation payor may require contacting the employer. Verification of benefits should be obtained by contacting the insurance carrier or employer.
- ☐ Precertification may be requested by the employer or adjuster. If so, follow the instructions they provide.
- ☐ Submit your bills as requested either directly to the employer, payor, PO Box or through an electronic process. Do not apply the discount at the time of billing.
- ☐ Payment will be made by the applicable payor. An explanation of review will accompany your reimbursement.
- ☐ Any reduction amount below the state mandated fee schedule, below usual, customary and reasonable reimbursement and/or as a result of the PPO contract discounted rates should NOT be billed to the employee or employer except for copayments and deductibles.

### Resources

	Contact	Contact Person
Provider Relations	Local CorVel Office	GM-ORCA-NDB_National@CorVel.com
Verification of Employment	Employer	Supervisor/Personnel
Name of Insurance Company	Employer	Supervisor/Personnel
Precertification/Preauthorization	Local CorVel Office	CorVel Nurse
Verification of Benefits	Insurance Carrier	Claims Representative
Identification of CorVel Client	Local CorVel Office	GM-ORCA-NDB_National@CorVel.com

CorVel Healthcare Corporation Headquarters:

1920 Main St., Suite 900, Irvine, CA 92614 Phone: 949-851-1473

### **Procedure for Submitting Claims**

Clinics, hospital owned clinics, solo practitioner and group practice bills must be submitted on a HCFA- 1500 form or as mandated by state regulations. Hospitals must submit bills on UB-04 forms or as mandated by state regulations and include an itemized bill.

All bills are to be sent as requested either directly to the employer, payor, PO Box or through an electronic process. The bill will be repriced in accordance with payor guidelines to the state mandated fee schedule and/or reasonable and customary reimbursement guidelines and/or Professional Review guidelines. Contracted CorVel PPO discounts will be applied after any state mandated fee schedule, Usual, Customary and Reasonable and/or Professional Review reductions have been applied. Within receipt of a properly completed claim form and supporting documentation, the bill will be returned by CorVel to the payor within at least 10 business days or within jurisdictional and contractual requirements for payment to the provider.

Note: Only medical expenses for work related injuries or illnesses are to be billed to the Workers' Compensation claims payor.

### **CPT-4 Codes**

CPT-4 codes must be used for all claims submitted on the HCFA-1500 forms. CPT-4 code books are available at the following address:

American Medical Association P.O. Box 10946 Chicago, Illinois 60610-0946

### **ICD-10 Codes**

CorVel billing systems accommodate ICD-10 codes. ICD-10 code books are available from the following address:

Documents U. S. Government Printing Offices Washington, D.C. 20402

## 2. CLAIMS COMPLETION

- ☐ Solo practitioners, group practitioners, and clinics complete fields 1-33 on the HCFA-1500 form or as mandated by state regulations. Hospital owned clinics must also complete HCFA-1500 form or as mandated by state regulations.
- ☐ Hospitals must complete all fields on the UB-04 form.
- ☐ Enter the appropriate CPT-4 or revenue code in the fields provided on the HCFA-500 or UB-04 forms. Codes that are unbundled or up coded will be edited per state guidelines.
- ☐ Do not discount fees prior to submission. CorVel will apply any PPO discounts to the bill in accordance with your PPO provider agreement.

### 3. PREPAYMENT AND BALANCED BILLING

Provider agrees that pre-payment will not be required under the terms of the CorVel PPO Agreement. Unless otherwise outlined in the CorVel PPO Agreement, Providers are not permitted to resubmit bills or bill patients or employers for any remaining balance after bill review and/or PPO reductions have been applied except for copayments and deductibles.

## 4. MEDICAL BILL REVIEW

Medical bill review services are conducted by CorVel or its clients according to state laws, rules and regulations on reimbursement.

### **CorVel Review Description**

CorVel reviews provider bills in accordance with the state laws of the jurisdiction of the claim. Bills are screened for relatedness to the diagnosis/service rendered. Level of service is analyzed for comparison to actual service rendered. For auto claims, CorVel reviews per state laws and in accordance with the client's auto policies.

Bills identified as not meeting the requirements for submission will be returned to the provider within fourteen (14) days of receipt with a written request for the specific information required.

By report, modifier 22 codes and complex procedures are frequently reviewed by licensed nurses or physician consultants. The nurses or physicians may request and review medical records or reports in order to substantiate billed services. CorVel is committed to responding to provider inquiries and reconsideration requests promptly, objectively and diplomatically.

An automated bill history search identifies duplicate billings. Provider bills are compared against claimant name, social security number, claim number and date of birth.

## 5. CREDENTIALING

Provider agrees to comply with all credentialing and re-credentialing policies and procedures of CorVel, which are available on [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations). These policies and procedures will also be sent to the provider upon written request. These policies and procedures may be amended from time to time. Provider acknowledges and agrees that satisfaction of credentialing requirements is a condition of Provider becoming and/or remaining a Participating Provider with CorVel.



## 6.UTILIZATION MANAGEMENT AND QUALITY ASSURANCE PROGRAM

The following program will be used in compliance with all applicable federal laws:

The Utilization Management and Quality Assurance Programs are administered by the local CorVel Quality Assurances Committees. Specific procedures may vary from state to state to ensure adherence to state laws and regulations. These policies and procedures may be amended from time to time. For details of CorVel's Utilization Management and Quality Assurance Program policies and procedures, please submit your inquiry to [GM-IRCA-QA UM Inquiry Admin@Corvel.com](mailto:GM-IRCA-QA_UM_Inquiry_Admin@Corvel.com).

## 7. GRIEVANCE PROCEDURES

CorVel encourages open and effective communication among all parties involved in the care of the injured employee.

### **Filing the Complaint**

All grievances must be written and delivered (email accepted) by the individual filing the complaint to the designated CorVel contact.

CorVel will process the grievance with the goal of achieving a timely resolution among applicable parties.

### **Steps toward Resolution**

1. CorVel will acknowledge receipt of the grievance.
2. The grievance will be brought before the local CorVel Grievance Committee or network management.
3. A corrective action plan will be defined and implemented.
4. Resolution will be communicated to all applicable parties.

## 8. PRE-CERTIFICATION CRITERIA (subject to the state jurisdictional guidelines)

### Outpatient Pre-Certification

For treatment plan approval/certification, contact the CorVel designated contact. In non-emergency situations, CorVel should be contacted to obtain authorization of outpatient procedures.

### Treatments Subject To Pre-Certification/Pre-Authorization

- ☒ All Inpatient Hospitalizations
- ☒ Non-Emergency Diagnostic Procedures including:
  - CT Scan or MRI
  - EMG
  - Myelogram
  - Discogram
  - Bone Scan
  - Arthrogram
  - Nerve Conduction Study
- ☒ Non-Emergency Surgery
- ☒ 23 Hour Admissions, Inpatient and Outpatient
- ☒ Physical Therapy
- ☒ Chiropractic Treatment
- ☒ Work Hardening/Work Conditioning Program
- ☒ Functional Capacity Evaluation
- ☒ Health Club Referral
- ☒ Pain Management
- ☒ Durable Medical Equipment and Supplies
- ☒ Biofeedback
- ☒ Home Health Care
- ☒ Dental Services
- ☒ Psychiatric or Psychological Testing
- ☒ Repeat Baseline Diagnostic/Lab Studies
- ☒ Referral to Specialist

**Treatment Authorization:** Please contact your CorVel office.

## 9. PRE-AUTHORIZATION

The pre-admission certification program will verify the medical necessity of proposed hospital admissions and will recommend the appropriate length of stay.

### Objectives

- ☐ Prevention and/or reduction of unnecessary inpatient hospitalizations.
- Determination of the appropriate length of stay and monitoring of patient's condition throughout the hospitalization to prevent unnecessary inpatient days.
- ☐ Establish/verify the type of treatment required.
- ☐ Exploration of alternatives to inpatient treatment.
- ☐ Development and implementation of a timely discharge.
- ☐ Early identification of those critical/catastrophic case situations that would benefit from case management and early development of a plan for appropriate and cost effective care.

### Process: Non-Emergency

Notification of an impending (non-emergency) hospital admission will be made to the CorVel contact person by the employer, employee, claims adjuster, provider or hospital. The pre-certification process is as follows:

- ☐ Initial demographic information is collected by CorVel.
- ☐ The CorVel nurse may contact the provider for clinical information to assist in the determination of medical necessity. Clinical information is compared to established criteria for determination of medical necessity of inpatient surgery/treatment vs. outpatient treatment or denial.
- ☐ Pre-certification decisions are made within one business day of receipt of information.
- ☐ Length of stay varies.
- ☐ Verbal notification of the certification and length of stay is communicated to the provider and to the facility.

### Process: Emergency

Emergency admissions generally are not pre-certified. Rather, certification review is initiated by CorVel upon notification of the admission. This process is as follows:

- ☐ CorVel is notified of emergency admission by employer, employee, claims adjuster, provider or hospital.
- ☐ CorVel contacts the physician and/or the facility utilization review department for clinical information and treatment plan to assist in the determination of medical necessity. Clinical information is compared to established criteria for determination of medical necessity of inpatient surgery/treatment and continued stay. An initial length of stay is assigned.
- ☐ Generally the certification decision is made within one business day of receipt of relevant information.

## 10. CONCURRENT/CONTINUING STAY REVIEW

The hospital is contacted by CorVel at appropriate intervals during the inpatient stay (based on days originally authorized) to assist in the determination of medical necessity of continued inpatient stay.

The process is as follows:

- ☐ CorVel contacts the facility to determine if discharge has occurred. If planned discharge is going to be delayed, facility and/or physician must provide additional information for evaluation of medical necessity. Clinical information is compared to established criteria for medical necessity of continued stay. Based on outcome of evaluation, an additional length of stay maybe certified.
- ☐ Notification of the decision regarding extension of stay or additional services resulting from concurrent review is communicated to the facility and the physician.
- ☐ The maximum length of stay for re-certification is usually for a period of five days unless there are extenuating circumstances. Most often, the stay is extended for one to three days based on the treatment plan.

### **Discharge Planning**

Early discharge will be facilitated whenever feasible. Information relevant to discharge such as environment, home health care, equipment needs, treatment needs, etc. must be provided for review by CorVel.

### **Dispute Resolution for Provider for Pre-Certification/Pre-Authorization or Concurrent/Continuing Stay Review**

The steps in resolving a dispute arising between provider and an insurer regarding Sections 8-10 are as follows:

- ☐ Provider must submit a written request for reconsideration to CorVel.
- ☐ Provider must submit any medical information available requested by the claims adjuster or CorVel.
- ☐ CorVel will arrange for a physician consult by a Board Certified physician in the same medical specialty as the treating physician.
- ☐ After a review of the record is completed, a conference with the treating physician may occur.
- ☐ The treating physician and other applicable parties are notified by CorVel of the dispute resolution decision.

## 11. PEER REVIEW AND APPEAL PROCEDURES

Formal Peer Review and Appeal Procedures shall govern those appeals which are initiated by providers of CorVel workers' compensation health care services and related to a denial of medical services as described in CorVel's Utilization Management Program, available at [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations). This procedure does not apply to provider terminations, which are addressed in Term and Termination of your CorVel Agreement. These policies and procedures may be amended from time to time. Provider acknowledges and agrees that satisfaction of credentialing requirements is a condition of Provider becoming and/or remaining a Participating Provider with CorVel.

## 12. PROVIDER DATA

Provider activity reports are generated by CorVel to monitor achievement of defined objectives as well as to monitor treatment averages and performance comparisons of network providers with their peers in any given geographical area or specialty. These reports monitor and measure the variability of health care provider practices, identify aberrant providers and help to manage and enhance outcomes.

CorVel uses internal data, customer specific data and published external data to show:

- ☐ Average cost, frequency, length of treatment, claim, visit, procedure by:
  - Zip code/zip code range
  - Provider specialty
  - ICD-10 diagnosis code
  - CPT procedural code
  - Individual provider (tax id#)
- ☐ Customer satisfaction
- ☐ Patient satisfaction

### 13. ADHERENCE TO STANDARDS

CorVel Network providers are expected to follow established clinical guidelines and protocols including but not limited to:

- ☐ Milliman Care Guidelines
- ☐ Optimed
- ☐ MEDecision
- ☐ Institute for Healthcare Improvement (IHI) Protocols
- ☐ Medical Disability Advisor (Presley Reed) Protocols
- ☐ The Official Disability Guidelines (ODG)
- ☐ The American College of Occupational and Environmental Medicine (ACOEM)
- ☐ Medicare Guidelines
- ☐ CorVel or payor utilization review / utilization management programs
- ☐ CorVel Rx guidelines (See Prescription Medication Guidelines for Medical Providers) available at [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations)



## 14. RETURN TO WORK PLANS

Good communication through the return to work (RTW) process is essential to achieve optimal outcomes. One of the most effective communication tools is a Return to Work Plan. It allows for each applicable party to understand the expectations of RTW.

### **Who develops the Return to Work Plan?**

The provider, the nurse case manager, the employer and the injured worker develop the plan together with a goal of return to work as soon as practicable.

Provider is expected to participate and comply with CorVel RTW plans for injured employees.

Upon request, Provider can receive additional training on RTW by contacting the CorVel representative.

## 15. PROVIDER APPEAL POLICY FOR NETWORKNON-SELECTIONOR TERMINATION

It is CorVel's intent to comply with applicable laws and regulations when determining whether to include a provider in its networks. It is also CorVel's policy to provide appropriate appeal and fair procedure rights to providers who disagree with CorVel's decision to exclude the provider from a CorVel network or CorVel's decision to terminate the provider from a CorVel network. For purpose and appeal rights of this policy go to [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations)

## 16. EFTPROVIDER PORTAL

CorVel is pleased to offer a secure and accelerated way for you to receive payments. Once enrolled, participating Providers can use our Provider Portal to check on payments or submit practice demographic updates.

Questions about signing up? Email: [eft@corvel.com](mailto:eft@corvel.com) Phone (503) 795-3157 Fax (866) 434-2481

## **17. FOR STANDARDS NOT REFERENCED IN THE PROVIDER MANUAL**

For standards related to Access and Availability, Medical Record Review, Provider Communication, Timeliness, and other documentation requirements, please reference the CorVel Preferred Provider Agreement.

For standards related to Quality Assurance, Utilization Management, Peer Review, Medical Provider Prescribers and Grievance and Appeal procedures, these standards are available on the CorVel provider relations page at [www.corvel.com/provider-relations](http://www.corvel.com/provider-relations).

## 18. NYDFS CYBERSECURITY REQUIREMENTS (NY ONLY)

Compliance with New York State Department of Financial Services Cybersecurity Requirements for Financial Services Companies, 23 NYCRR 500

CorVel is subject to the New York State Department of Financial Services Cybersecurity Requirements for Financial Services Companies, 23 NYCRR 500 (the “NY CyberReg”), which requires CorVel to ensure its providers have implemented certain practices with respect to cybersecurity.

1. Definitions. The following terms are based on the definitions contained within the NY CyberReg and shall have the following definitions:
  - (a) “Authorized Employees” means Provider’s employees who have a need to know or otherwise access Nonpublic Information to enable Provider to perform its services pursuant to the Provider Service Agreement.
  - (b) “Authorized Persons” means (i) Authorized Employees; and (ii) Provider’s contractors, agents, outsourcers and auditors who have a need to know or otherwise access Nonpublic Information to enable Provider to perform its obligations under the Provider Service Agreement or the Provider Manual, and who are bound in writing by confidentiality agreement and data security obligations sufficient to protect Nonpublic Information in accordance with the terms and conditions of these requirements.
  - (c) “Cybersecurity Event” means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse an Information System of Provider or information stored on such Information System of Provider.
  - (d) “Information System” means a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination or disposition of electronic information, as well as any specialized system such as industrial/process controls systems, telephone switching and private branch exchange systems, and environmental control systems.
  - (e) “Multi-Factor Authentication” means authentication through verification of at least two of the following types of authentication factors:
    - (1) Knowledge factors, such as a password; or
    - (2) Possession factors, such as a token or text message on a mobile phone; or
    - (3) Inherence factors, such as a biometric characteristic.

(f) “Nonpublic Information” shall mean all electronic information that is not Publicly Available Information and is:

- (1) Business related information, the tampering with which, or unauthorized disclosure, access or use of which, would cause a material adverse impact to the business, operations or security.
- (2) Any information concerning an individual which because of name, number, personal mark, or other identifier can be used to identify such individual, in combination with any one or more of the following data elements: (i) social security number, (ii) drivers’ license number or non-driver identification card number, (iii) account number, credit or debit card number, (iv) any security code, access code or password that would permit access to an individual’s financial account; or (v) biometric records.
- (3) Any information or data, except age or gender, in any form or medium created by or derived from a health care provider or an individual and that relates to (i) the past, present or future physical, mental or behavioral health or condition of any individual or a member of the individual’s family, (ii) the provision of health care to any individual, or (iii) payment for the provision of health care to any individual.

(g) “Publicly Available Information” means any information that Provider has a reasonable basis to believe is lawfully made available to the general public from: federal, state or local government records; widely distributed media; or disclosures to the general public that are required to be made by federal, state or local law. For the purposes of this definition, Provider has a reasonable basis to believe that information is lawfully made available to the general public if Provider has taken steps to determine: (i) that the information is of the type that is available to the general public; and (ii) whether an individual can direct that the information not be made available to the general public and, if so, that such individual has not done so.

**2. Cybersecurity.**

(a) Access. Provider acknowledges that Provider’s access to and use of CorVel’s Information Systems and Nonpublic Information shall be only as required for it to perform its duties and obligations under the Agreement. Provider shall limit access to CorVel’s Information Systems and Nonpublic Information to only those Provider employees, agents and subcontractors with a “need to know” in order for Provider to perform its duties and obligations under the Provider Services Agreement.

(b) Security Program. Provider shall implement and maintain a comprehensive written information security program (“Security Program”) that (i) complies with all applicable laws and (ii) contains reasonable and appropriate administrative, organizational, and physical safeguards, policies and procedures to preserve and protect the security,

integrity, availability and confidentiality of CorVel's Information Systems and Nonpublic Information. Such safeguards and procedures shall include, at a minimum: (i) implementation of updated protection programs, which may include Multi-Factor or Risk-Based Authentication, encryption (or effective alternative compensating controls), and access controls within applications, operating systems, and equipment; (ii) ensuring that CorVel's Nonpublic Information is processed, stored, and transmitted in a secure manner including, without limitation, by means of encryption; (iii) conducting risk assessments to ensure the Provider has implemented policies and procedures are appropriate to protect and secure CorVel's nonpublic information to which the Provider has access; (iv) appropriate training of personnel with access to CorVel's Nonpublic Information.

(c) During the term of each Authorized Employee's employment by Provider, Provider shall at all times cause Authorized Employees to abide strictly by Provider's obligations under this Data Security Agreement and Provider's standard policies and procedures. Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Nonpublic Information by any of Provider's officers, partners, principals, employees, agents or contractors. Upon CorVel's written request, Provider shall promptly identify for CorVel in writing all Authorized Employees as of the date of such request.

(d) Provider agrees to provide CorVel with a copy of its policies and procedures relating to the Provider's safeguards for the protection of Nonpublic Information on at least an annual basis and/or to cooperate with CorVel in conducting due diligence of Provider's systems, policies, procedures, and practices as may be required by applicable law.

(e) Cybersecurity Event.

(1) Notice. Provider shall notify CorVel within twenty-four (24) hours or sooner, as required by law, after it becomes aware of any Cybersecurity Event that directly impacts CorVel's Information Systems or Nonpublic Information being held by Provider.

(2) Provider shall take prompt steps to remedy the Cybersecurity Event and mitigate any harmful effects. Provider shall, at its own expense, commence an investigation to determine the cause of the Cybersecurity Event and what information or data was subject to the same. Provider agrees to fully cooperate with CorVel, including, without limitation discussing with Provider's key IT Security personnel and making available all status reports as pursuant to applicable law, regulation, industry standards or as otherwise reasonably required by CorVel.

If so requested by CorVel, the Parties will agree to a third-party forensic consultant to conduct the requisite investigation, who shall be retained at the Provider's sole

expense. Provider agrees to provide CorVel with the copy of any final report regarding the investigation into any Security Incident involving CorVel's Nonpublic Information.

- (3) Provider shall remedy any Cybersecurity Event at Provider's expense in accordance with applicable privacy rights, laws, regulations and standards.
- (4) Provider shall cooperate with CorVel in any subsequent investigation, litigation, or provision of notices. Provider shall document the Cybersecurity Event and shall provide CorVel with documentation of the Cybersecurity Event to the extent it is relevant to CorVel's Information Systems and Nonpublic Information. Unless required by law, Provider shall not inform any third party of any Cybersecurity Event without first obtaining CorVel's prior written consent.

**3. Representations and Warranties.**

- (a) Provider represents and warrants that its Security Program is effective to protect CorVel's Information Systems and Nonpublic Information, to the extent Provider has access to or uses such systems or information, from Cybersecurity Events.
- (b) Provider represents and warrants that as of the date of this Amendment and continuing through the Term of this Agreement, it complies with all applicable cybersecurity laws and regulations, and agrees that it has a continuing obligation to comply with any new cybersecurity laws and regulations or amendments thereto that become effective after the date of this Amendment.
- (c) Provider represents and warrants that it shall: (i) keep and maintain all Nonpublic Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Nonpublic Information solely and exclusively for the purposes for which the Nonpublic Information, or access to it, is provided pursuant to the terms and conditions of this Data Security Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Nonpublic Information for Provider's own purposes or for the benefit of anyone other than CorVel, in each case, without CorVel's prior written consent; and (iii) not, directly or indirectly, disclose Nonpublic Information to any person other than Authorized Persons (an "Unauthorized Third Party"), without express written consent from CorVel unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Provider shall (i) notify CorVel before such disclosure; (ii) be responsible for and remain liable to CorVel for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Nonpublic Information as if they were Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Nonpublic Information to execute a written agreement agreeing to comply with the terms and conditions of



this Data Security Agreement relating to the treatment of Nonpublic Information.

**4. Subcontracting.**

Provider shall not subcontract any services hereunder in whole or in part without the prior written approval of CorVel. Provider's obligations to CorVel under this Amendment shall also be binding upon any subcontractors used by Provider. CorVel retains the right to refuse the services of the proposed subcontractor. Consent by CorVel to any subcontract will not under any circumstances relieve Provider of its obligation under this Amendment and Provider shall remain responsible for the performance of obligations which it subcontracts hereunder and shall reasonably supervise such work.

**5. Right to Audit.**

Provider shall provide CorVel and any of its designated third party auditors with access to, assistance and information regarding, service locations, the Services and any CorVel Nonpublic Information as necessary to confirm compliance with the terms of the Services Agreement, including this Amendment. During any such audit, Provider shall provide all assistance reasonably required in order to verify the adequacy and ensure continued maintenance of Provider's Security Program. Additionally, CorVel and any of its designated third party auditors may conduct authorized intrusion attacks on the Provider system; provided, that: (i) Provider is notified of such attack in advance; and (ii) the parties mutually agree upon the intrusion testing plan. The frequency of any audit under this provision shall be at such intervals as deemed reasonably necessary by CorVel, in its sole discretion, but no more than twice in a 12-month period.

**6. Cybersecurity Indemnity.**

Provider shall indemnify, defend and hold CorVel harmless from any and all liability, damages, losses, and expenses (including fines, penalties, and reasonable fees and expenses of attorneys and other professionals, as well as credit monitoring for affected individuals and remediation of data that is compromised or lost) arising out of any failure by Provider to comply with its obligations regarding data privacy and cybersecurity, as set forth herein and as required by applicable law.

The purpose of these guidelines is to ensure that our Providers have policies and procedures in place to ensure the security of CorVel's nonpublic information to which our Providers have access. We ask that Providers review their systems that store or process CorVel's Nonpublic Information and those with access to CorVel's Information Systems to ensure compliance with the above guidelines.