



New York IPA  
Radiology  
Provider Manual

**Updated: 3/1/2019**

**TABLE OF CONTENTS**

Section I ..... 3  
Strategic Partnerships..... 4  
Benefits of Becoming a CorVel NY IPA Provider ..... 4  
Imaging Services ..... 4  
Section II ..... 7  
Scheduling Procedures ..... 7  
Section III ..... 7  
Identifying Covered Persons ..... 7  
Section IV ..... 9  
Authorizations..... 9  
Age of Industry..... 9  
Section V ..... 9  
Verification of Physician’s Orders..... 9  
Standards of Care ..... 10  
Section VI ..... 10  
Imaging Report ..... 10  
Medical Records ..... 10  
Section VII ..... 11  
Verification of Exam Completion and Request for Medical Records ..... 11  
Attorney Requests ..... 11  
Change in Information ..... 11  
Section VIII ..... 11  
Billing and Claims Administration ..... 11  
Section IX ..... 14  
Provider Relations..... 14  
Provider Correction Action Plan ..... 14  
Corrective Action Plan ..... 14  
Grievance and Appeals Process..... 15  
Procedure A: Appeals of Termination of Cause ..... 15  
Procedure B: Complaints, Grievances and Appeals..... 16  
Covered Person Satisfaction/Grievance ..... 16  
Section X ..... 17  
Care IQ Provider Performance Evaluation..... 17  
Medical Director ..... 17  
Section XI ..... 18  
Provider Relations..... 18  
Appendix I ..... 21



---

## Section I

### Introduction

CareIQ, a Nationwide Medical Imaging Network, along with CorVel NY IPA, Inc., welcomes you as a participating provider in the CareIQ Network! CareIQ considers you a vital and integral member of its team as it strives to provide high-quality medical imaging services to its customers. To this end, CareIQ makes every effort to give participating providers as much information as possible about its programs and procedures. All of this information can be found in this CareIQ Provider Manual.

Note that the policies and procedures outlined in this Provider Manual are specific to CareIQ. State-specific guidelines, regulations and statutes may take precedence over CareIQ's administrative requirements. It is the responsibility of the participating provider to be fully aware of state-specific guidelines and to comply with them as it pertains to their business.

CareIQ offers patient access to contracted providers through insurance carriers, managed care organizations, state-insurance funds, self-insured employers and third-party administrators. For Workers Compensation patients, participating providers must be willing to work with the employers/payors to return the covered person to work as soon as medically appropriate and have a "Return-to-Work" approach to the treatment of work related injuries/illnesses.

We look forward to developing and maintaining a mutually beneficial working relationship with you.

#### **CareIQ Provider Relations Contacts:**

Ben McAfee, PT | Network Solutions Manager  
Direct Line 317-819-6376  
Fax: 844-422-7347  
Email: CareIQ\_ProviderRelations@corvel.com

Lidia Roldan | CareIQ Specialty Network Relations  
Direct Line: 317-819-6421  
Fax: 866-913-1542  
Email: CareIQ\_ProviderRelations@corvel.com

---

## Overview of CorVel NY IPA, Inc.

### Strategic Partnerships

CorVel NY IPA, Inc., a wholly-owned subsidiary of CorVel Corporation, is a Medical Imaging Network specializing in ancillary services and cost-containment programs for workers' compensation, group health and auto managed-care.

Our clients include workers' compensation insurance carriers, case-management companies, third-party administrators, self-insured employers and managed-care organizations. Our Network produces tangible savings for our clients through our medical management programs and more importantly the quality of services and savings our contracted providers offer our clients.

Our network providers are recruited for their reputation in the health care community and their willingness to participate in managed care programs.

### Benefits of Becoming a CorVel NY IPA Provider:

By participating in the CorVel NY IPA network, you are offered the following advantages:

- Increased patient volume and market share. Enhance your access to referring physicians in the community.
- Your facility is marketed as a preferred ancillary provider to various contracted workers' compensation insurance companies, third-party administrators, employers and case management companies throughout the state.
- CareIQ coordinates and schedules all referrals directly to your facility; therefore, your facility will not have to obtain verification of benefits.
- All CareIQ referrals are billed directly to our office.
- There is no retrospective bill review or payment denial because authorization is given by CareIQ.

### Imaging Services

CorVel NY IPA, Inc., is a full modality imaging network. Therefore, our clients have access to the full range of radiological services such as:

- MRI
- CT
- NUCLEAR MEDICINE
- BONE SCANS
- BONE DENSITOMETRY
- X-RAY
- ULTRASOUND

- 
- FLUOROSCOPY
  - ANGIOGRAPHY
  - ARTHROGRAM
  - MAMMOGRAPHY
  - MYELOGRAPHY
  - EMG-NCV

---

## Definitions

**Provider:** means a person or entity which is licensed, equipped and staffed to provide services to Covered Persons for which certain benefits are available under a program for the provision of healthcare services.

**Complaint:** means any dissatisfaction expressed by a covered person. An initial request for services, such as request for medical services, second opinions, or a change in providers is not considered.

**Credentialing:** The process for validating and evaluating the qualifications of a licensed health care provider to participate in a workers' compensation managed care provider network.

**Grievance:** A written expression of dissatisfaction with medical care by a covered person.

**Payor:** An insurance carrier, including without limitation a carrier providing automobile medical liability insurance coverage, health maintenance organization, employer, third party administrator, trust, any government unit, or any other sponsor or other entity which is responsible under a Benefit Plan for paying Covered Services provided to a Covered Person and has entered into a Participation Agreement with CorVel NY IPA, Inc.

**Quality Assurance:** A formal set of activities, which review and safeguard the quality of medical services provided to the injured employee. Quality assurance includes assessment and implementation of corrective actions to address any deficiencies identified in the quality of care and services provided to the injured employee.

**Request for Services:** Initial request for services, request for medical services, second opinions or a change in providers.

**Utilization Management:** The examination and evaluation of health care services to determine the appropriate use of the resources and components available within the workers compensation managed care arrangement including, retrospective, concurrent, and prospective care reviews.

**Rules and Regulations:** All services rendered will meet state rules and regulations and definitions included in the service agreement.

**STAT:** Covered person identified by CareIQ or the referring physician as STAT patients must be seen on the same business day, if scheduling permits, but no later than twenty-four (24) hours of receipt of the request for said services from CareIQ.

---

## Section II

### CareIQ/CorVel NY IPA Scheduling Procedures

- CareIQ coordinates all referrals directly from all Clients requesting that we schedule their patients for medical imaging services. CareIQ will select the appropriate provider facility to render the service based on the patient's needs, referring physician's request and client's requirements. A CareIQ representative will contact the provider by telephone to schedule the patient for his/her diagnostic service.
- The provider will make every effort to provide CareIQ with an appointment time within 24 hours (maximum of 48 hours) of receipt of the request.
- Covered Persons identified by CareIQ or the referring physician as STAT patients must be seen on the same business day, if scheduling permits, but no later than twenty four (24) hours of receipt of the request.
- If any changes are made to the covered person's appointment (i.e. change of time, no shows, re-scheduling, additional services, etc.), CareIQ must be contacted as soon as any changes are made. If a CareIQ covered person requires additional services, the provider is required to obtain authorization prior to rendering services by contacting the CareIQ Customer Service Department at (866) 866-1101. Otherwise, the provider will not be paid for non-authorized services.

If, for whatever reason, Provider is unable to accommodate a Covered Person once an appointment has been made, the Provider is required to notify CareIQ immediately by contacting the Customer Service Department at (866) 866-1101. Provider must contact CareIQ and request a patient transfer to another location within their business. Provider is prohibited from referring the Covered Person to another facility for Covered Services, even if the other facility is a Participating Provider within the CorVel NY IPA, Inc. network.

## Section III

### Identifying Covered Persons

- If a referring physician attempts to schedule a CareIQ/CorVel NY IPA covered person directly with provider's location, provider is required to call CareIQ for authorization. All claims pertaining to any CareIQ covered person referred to provider's location must be submitted directly to CareIQ.
- Covered persons are referred to a participating provider by CareIQ via telephone referral. The telephone referral from CareIQ will vary depending on the employer/payor and state specific requirements; however, all contain essentially the same information, including, but not limited to:
  - CareIQ Claim Authorization Number
  - Employer name

- 
- Covered Person's name
  - Telephone number for verification of eligibility
  
  - Covered Persons may be referred to or seek care with Participating Providers by:
    - Their employer
    - Their physician
    - The employee themselves in the event of an emergency

If the covered person does not have a claim authorization number, please contact CareIQ to request authorization to treat. Claims may be denied without appropriate authorization from CareIQ.



---

## **Section IV**

### **Authorizations**

CareIQ representatives will give the provider an authorization code, which authorizes payment for the services being scheduled. Authorizations are specific to the location, type and volume of service as well as specific to the equipment requested by CareIQ. For example, if the provider has two or more types of magnetic resonance imaging (MRI) machines at the requested location, CareIQ will specify and arrange payment to the provider for the machine requested. For example, the provider is not allowed to reschedule a covered person from a designated and authorized closed MRI scanner to an open MRI scanner or vice-versa.

### **Age of Injury**

CareIQ is frequently asked by our client's adjusters and case managers to address the Age of Injury as part of the radiological services requested. As a participating provider we are requesting that your radiologists render this service as needed. We will inform your scheduling department at the time we call in a referral if we need to have the injury aged and will provide you with the date of injury.

The radiologists are being asked by CareIQ to render an opinion as to whether or not the findings are compatible with an injury caused by a particular accident. If there are no findings we are also asking that be written into the medical report or if no opinion can be given

## **Section V**

### **Verification of Physician's Orders**

- The provider is required to contact the referring physician to verify the specific physician orders (prescription) for the procedure(s) to be performed. If provider fails to verify physician orders, the Payor or CareIQ will not be liable for the payment of service(s). If the physician requests procedures, which differ from or are in addition to the specific procedure(s) contained in the original referral authorization from CareIQ, provider shall contact CareIQ immediately to request a revision to the authorization. If provider fails to notify CareIQ of the aforementioned discrepancy, the Payor or CareIQ will not be liable for any of the services rendered.
- CareIQ is responsible for all contacts with Payors which are defined as our clients: insurance carriers, case management companies, third-party administrators and self-insured groups that are accessing CareIQ for all their medical imaging referrals. Only CareIQ employees are authorized to contact its Payors/clients

---

## Standards of Care

Participating Providers are required to comply with all applicable federal and state laws, licensing requirements and professional standards. They are also required to provide covered services in accordance with generally accepted medical and surgical practices and standards.

## Section VI

### Imaging Report

- Provider is prohibited from allowing referring physicians to read/interpret patient's film/scan. CareIQ will only accept reading/interpretation medical reports from Board Certified Radiologists that is credentialed by CareIQ.
- CareIQ must receive the medical imaging report within 24 hours after services have been rendered. Reports are to be faxed to CareIQ directly at 877-685-2252.

### Medical Records

As a material condition of his/her participation in CorVel NY IPA, Inc., the participating provider must agree:

- 1) To obtain from covered person the requisite consent to permit CareIQ access to medical records upon request.
- 2) To retain the medical record for covered services rendered to covered persons for seven (7) years or as required by applicable state or federal law, whichever is longer.

Participating providers are expected to comply with CareIQ's requirements for reasonable access to medical records during and upon termination of the CareIQ Provider Agreement. These requirements apply only to the Covered Persons of the Payors/employers - who are customers of CareIQ.

- Parties who should have access to records: CareIQ representatives or their
- Delegates and any duly authorized third party.
- Copies: CareIQ is entitled to obtain copies of Covered Persons medical records. Compensation for copying these records will be reimbursed at the reasonable rate up to the maximum permitted or required by applicable laws.
- Other disclosure: Participating Providers are required to disclose Covered Person's records as required by law.

---

## **Section VII**

### **Verification of Exam Completion and Request for Medical Records**

CareIQ communicates with our providers daily via fax, email or phone inquiring as to the status of covered person's procedure that was scheduled by CareIQ. This is done when we have not received the medical report or were not notified that the patient did not complete their exam within 24 hours. To provide our clients with superior service and to maximize referrals to your facility, we need to have cooperation from you as to the status of our patients.

### **Attorney Requests**

CareIQ/CorVel NY IPA, Inc. does not release any information concerning billing or medical reports to any attorney's office. Advise the attorney to call the insurance company directly. Do not provide any information to the attorney's office regarding CareIQ/Corvel NY IPA, Inc.

### **Change in Information**

Participating Providers must notify Corvel NY IPA, Inc. immediately of any changes in name, ownership, address, phone numbers, tax ID number (include W-9 form) or billing office address. Failure to do so may result in delays or incorrect reimbursement. Participating providers must also notify CorVel NY IPA, Inc. of any suspension, revocation, condition, limitations, qualifications or other restrictions on providers' licenses, certifications and permits by any government under which provider is authorized to provide health care services.

## **Section VIII**

### **Billing and Claims Administration**

Acceptable Claim Form: Please submit the claim on an HCFA 1500, UB92, or the appropriate state form.

Completing a Claim Form: When billing for services rendered, please bill normal charges, completing all fields, and include the following information:

- When billing supplies an invoice needs to be attached to the HCFA 1500 or UB 92.
- Medical Report attached to HCFA 1500 or UB 92.
- CareIQ's authorization number on block 23 in the HCFA 1500.

---

When to File a Claim: As stated in the CorVel NY IPA, Inc. Provider Service Agreement, claims must be submitted within 30 days or as specified by state workers' compensation statute or governing regulations. Any claims not received by CareIQ/CorVel NY IPA, Inc. within the applicable period may, in CareIQ/CorVel NY IPA's sole discretion, be rejected. Provider is prohibited from billing Payors; this is a direct violation of the Provider Services Agreement.

Where to Send the Claim: Send all claims to:

CareIQ  
550 Congressional Boulevard  
Suite 300  
Carmel, IN 46032

Contact: CareIQ Billing Dept  
Phone: 866-866-1101 Option 2  
Email: CareIQ\_Billing@corvel.com  
Fax #: 866-913-1547

- Claims must be billed to CareIQ/CorVel NY IPA, Inc. at the Provider's Usual and Customary Rates (UCR) and the medical report must be attached. The claim itself must have a signature, or stamp that signature is on file. The medical report that is attached must have the Provider's contracted radiologist's signature and medical license number (ME#). CareIQ/ CorVel NY IPA, Inc. will not accept or be responsible for any claims submitted by a radiologist that has not been fully credentialed by CareIQ/ CorVel NY IPA, Inc. as a participating provider.
- In states where there is no workers' compensation fee schedule and/or there is no established allowable fee, provider will be reimbursed at usual and customary rates as determined by the Fairhealth UCR database.
- The Provider will not charge payor, CareIQ/ CorVel NY IPA, Inc. or the patient for the cost of the first set of films.

Prohibition on Balance Billing: participating providers have agreed not to bill the covered person or the employer for any balance. Service agreement contracted fees are accepted as payment in full.

Claim Status: We will provide claim status only on claims that are over 60 days old from the date the claim was filed to our office. To obtain status on a claim, please submit your request in writing by faxing it to our claims department.

Related Correspondence: Any correspondence in reference to a claim should include the claim number from the Explanation of Payment (EOP), covered person's name and Social Security Number, employer's name and address, date of injury and treatment.

---

Payment Cycle: As per Article V, sec. 5.2 (c) of the Provider Services Agreement “Payment shall be remitted to Provider within fifteen (15) days after the later occurring of: (i) CareIQ/CorVel NY IPA, Inc.’s receipt of payment from Payor.” We issue payments to providers on the 7th and the 21st of every month (twice a month). If the day falls on the weekend, then checks are issued the Monday afterwards. If a claim is denied you will receive a form letter indicating why the claim was denied.

Post-Payment Audits: Post-payment audits may be conducted periodically by CareIQ/ CorVel NY IPA, Inc. or a designated CareIQ/CorVel NY IPA, Inc. representative. Necessary documentation must be made available (e.g. the Covered Person's medical records) to ensure a successful audit. Reimbursement for reasonable copying costs for documentation up to the maximum amount permitted or required by the applicable Workers' Compensation laws and/or regulations will occur.

Overpayments: If it is determined that overpayments have been made, CareIQ or its designated representative may request a refund for the overpayment or the amount of the over payment may be deducted from future claim submissions. If a refund for overpayment is requested, the participating provider is expected to cooperate fully with CareIQ/CorVel NY IPA, Inc. and/or the Payor.

Provider will not be paid if:

- The patient did not show up for the appointment
- The patient was late
- Incomplete studies (patient could not complete service)
- For any unused dosage
- Issues with the quality of films: image was not clear and/or too much movement.
- Provider rendered additional service that was not pre-authorized by CareIQ/CorVel NY IPA, Inc.
- Provider performed a procedure that was different than what is written on the patient’s script. Provider must verify the procedure with the referring physician.

For any of the above mentioned, the provider is prohibited from billing payor, CareIQ/CorVel NY IPA, Inc. or the patient.

---

## Section IX

### Provider Relations

To ensure that you are satisfied with your participation in the network, the Provider Relations staff is prepared to assist you. Please contact Provider Relations at 866-866-1101 or CareIQ\_ProviderRelations@corvel.com if you have questions, comments or concerns regarding any of the following:

- The provider manual and/or administrative process
- Contractual provisions in your Provider Service Agreement
- Credentialing / Re-credentialing

You must notify the Provider Relations department in writing to report any changes in your network participation. In addition to this manual, the Provider Relations staff is available upon request to conduct training sessions to help you and/or your staff understand participation requirements.

### Provider Corrective Action Plan

CareIQ/CorVel NY IPA, Inc. has developed a provider corrective action plan as an aid to maintaining compliance with specific requirements. The goal of the corrective action plan is to educate providers as to these required procedures by imposing a systematic progression of corrective action plans when violations occur repeatedly. Providers who cannot comply after several penalties are imposed may have their participation terminated. We recognize that violations may occur inadvertently and are not necessarily reflective of a provider's support of the requirements. Therefore, the corrective action plan must be implemented reasonably and fairly, and must provide ample opportunity for information and formal response.

### Corrective Action Plan

The following corrective action plan shall be levied as described below when violations occur:

1. First Violation: Phone call
2. Second Violation:
  - Phone Call
  - Written Warning Notification
3. Remediation or Disenrollment
  - Written Notification
  - Report to appropriate state agency

---

## Grievance and Appeals Process

Overview: CareIQ/CorVel NY IPA, Inc. has two specific procedures for Participating Providers to follow for a complaint, grievance or the appeal of a decision. All procedures are based on CareIQ's Complaint and Grievance Procedures as they apply to injured workers, employers, providers and others involved in the treatment of a Covered Person.

A complaint is an informal concern expressed orally, may be submitted by telephone, and must be made within sixty (60) days of the event-giving rise to the complaint. A grievance is a formal complaint submitted in writing and is to be sent to CareIQ 301 Pennsylvania Parkway Suite 215 Indianapolis, IN 46280

A grievance must be submitted within one (1) year of the event. An appeal is a request for reconsideration of a decision made by CareIQ.

The processes specific to providers are:

- Procedure A "Appeals of Termination" describes the appeal process for contract termination. Under the jurisdiction of the Network Development department, any request to appeal a contract termination is forwarded to the Vice President of CareIQ for review. Requests that are denied do not continue further in the appeal process.
- For a complaint, grievance or appeal of any other matter use Procedure B, "Complaints, Grievances and Appeals".

### Procedure A: Appeals of Termination of Cause

According to the CorVel NY IPA, Inc. Agreement, Participating Providers are entitled to advance written notice of the intent to terminate the Agreement due to a material breach of the Agreement. The Agreement will terminate only if the material breach has not been remedied within the designated period.

Within thirty (30) calendar days of the termination date of the Agreement, the Participating Provider may request a hearing to appeal the termination. The request must be submitted in writing.

If the Participating Provider requests a hearing and CareIQ/CorVel NY IPA, Inc. grants the request, the Participating Provider will be given a notice of the starting time, place and date for the hearing. The hearing may be conducted by teleconference. An Appeal Panel will be appointed by CareIQ with membership determined by CareIQ. The hearing will be conducted within seven (7) business days from receipt of the request. The Participating Provider may be represented at the hearing by a person selected by the Participating Provider. The rules of evidence used in a court of law will not apply during the hearing.

---

The Appeal Panel will make a decision on the appeal based upon evidence presented at the hearing. The Panel may affirm the termination of the Agreement or reinstate the Agreement under its existing terms and conditions or on a conditional basis. Network Development will notify the Participating Provider in writing of the decision of the Appeal Panel. The notice will describe the basis for the decision that has been reached and what, if any, corrective action must be taken.

#### Termination without Cause

CareIQ/CorVel NY IPA, Inc. reserves the right to terminate a provider's contract without cause, and will not consider an appeal in these instances.

#### **Procedure B: Complaints, Grievances and Appeals**

Complaints that do not fall under the above appeal procedures (generally administrative in nature) may be made directly to a Provider Relations Representative (866) 866-1101.

Your complaint or grievance will be reviewed by the appropriate department representative and a determination made within ten (10) business days. This decision may be appealed as appropriate to the Medical Director, the Vice President of Operations or other CareIQ Senior Manager for final resolution within ten (10) business days. The right to a hearing when requested applies to all complaints and grievances. All determinations made for complaints, grievances and subsequent appeals, if any, are completed within twenty (20) business days from the date of receipt by CareIQ.

If you are still not satisfied with the response to your complaint or grievance, in most states, you have the right to file an appeal to the state agency responsible for regulation of workers' compensation programs, if applicable.

#### **Covered Person Satisfaction/Grievance**

CareIQ/CorVel NY IPA, Inc. periodically surveys Payors/Covered Persons to measure their satisfaction with the CareIQ Network. Survey information about a Participating Provider will be addressed by CareIQ staff and shared with the Participating Providers.

If a Covered Person contacts CareIQ with a complaint about a Participating Provider, all attempts will be made to resolve the problem using the most modest, but appropriate means possible.



---

## Section X

### CareIQ Provider Performance Evaluation

CareIQ/CorVel NY IPA, Inc. will employ the following objectives when evaluating a participating provider's performance:

- Quality of care as measured by clinical data pertaining to patient outcomes and the appropriateness of care;
- Efficiency of care as measured by clinical and financial data pertaining to the costs of health care delivered to covered persons;
- Covered Person satisfaction as reported by covered persons, covering their assessments of accessibility, the technical quality of health care, the quality of patient provider relations, the comfort of the practice setting;
- Compliance with Administrative Requirements as measured by provider's systems for record-keeping, information transmission and cooperation.
- Quality of films and radiologist reports

Participating Providers may be requested to assist CareIQ in its development and administration of performance standards; such cooperation is mandated.

### Medical Director

CareIQ/CorVel NY IPA, Inc. utilizes a Medical Director to review films or reports if concerns do arise with quality or interpretation of radiology films or services.

---

## Section XI

### Provider Credentialing Program

The Credentialing Program of CorVel NY IPA, Inc. is a comprehensive program, which includes the following components:

- credentialing & re-credentialing of physicians and facilities
- compliance with external regulatory agencies
- utilization management/case management
- medical records review
- ongoing monitoring of key indicators
- health care services evaluation

The Provider Credentialing Program is under the supervision of the Medical Director.

**Provider Participation:** Provider participation is an integral component of the Credentialing Program. Participating Providers are given a structured forum for input through representation on the Committees described below.

**Credentialing Committee:** This Committee meets on a quarterly basis, or more frequently as needed. It is comprised of CareIQ's Medical Director, Provider Relations representatives, and local participating providers. This Committee's scope of responsibilities includes all credentialing issues, quality concerns, occurrence analyses, and any other activity assigned to it by CareIQ.

In addition to Committee involvement, individual providers are welcome to give feedback to CareIQ, which may be done through a CareIQ representative in the Provider Relations department.

**Selection and Retention of Participating Providers:** CareIQ has established criteria for the selection and retention of Providers for participation in CareIQ. This section describes the criteria used for the initial and ongoing credentialing of physicians and providers.

Selection of Medical Imaging Facilities, are based upon the following criteria:

Type of Medical Imaging Equipment:

1. Manufacturer Name
2. Year Manufactured
3. Model Type
4. Field Strength
5. Software Upgrade – frequency

Services Available:

1. Array of services offered
2. Transportation available for patients
3. Hours of Operations

Quality of Service:

1. JACHO Accredited and/or ACR Accredited
2. Board Certified Radiologists
3. Geographical location
4. Availability of Appointments

Credentialing Criteria: All of the information described on the following pages is reviewed during the initial application and credentialing process. Providers are re-credentialed every three years. CorVel verifies that each Participating Provider continues to meet the established selection and retention credentialing standards. These standards and the method and frequency of validation are subject to modification by CorVel in its sole discretion and without notice.

Physician Credentialing Criteria

CRITERIA	MEANS OF VERIFICATION	FREQUENCY OF VERIFICATION
Valid, current license	State licensing board verification	Initial credentialing / re-credentialing
Appropriate Education	Verification with Institution	Initial credentialing
Board Certification (eliminates need for verification of education)	Verification with ABMS or Appropriate Board	Initial credentialing/ re-credentialing
Current Federal DEA Certificate or state CDS Certificate, if applicable	Copy of current DEA or CDS certificate	Initial credentialing and upon expiration
Current, adequate Malpractice Coverage	Verified by NPDB	Initial credentialing / re-credentialing
Malpractice History	NPDB, State Medical Board, Federation of State Medical Boards, Office of Inspector General, insurance carrier(s) or any other means in order to verify Malpractice History.	Initial credentialing / re-credentialing
Appropriate Work History of Professional Activity	Information submitted on Provider application or curriculum vitae	Initial credentialing / re-credentialing

Previous or current state sanctions, restrictions on licensure, and/or limitations on scope of practice	Provider Application and/or Curriculum Vitae. CareIQ also reserves the right to query the NPDB, State Medical Board, Federation of State Medical Boards, or any other means, in order to verify sanctions, restrictions and limitations on a Provider's Medical License.	Initial credentialing / re-credentialing
Completed CorVel Application or CAQH	Visual inspection of completed application	Initial credentialing / re-credentialing

#### Facility Credentialing Criteria

CRITERIA	MEANS OF VERIFICATION	FREQUENCY OF VERIFICATION
Licensed by Appropriate State and Government Agency	Verification with State Licensing/Certification Agency and Copy of Current License	Initial credentialing / re-credentialing
Sanction-free Status by Federal, State, and Local Authorities	Verification with appropriate state agency	Initial credentialing / re-credentialing
Policies and Procedures for facility and credentialing	Review of materials submitted	Initial credentialing / re-credentialing
Current General, Professional Liability and Workers' Compensation Coverage	Copies of policy cover pages and documentation of the status of self-insurance plans	Initial credentialing / re-credentialing
Completed CorVel Application or CAQH	Visual inspection of completed application	Initial credentialing / re-credentialing
Accreditation Certificate	CMF or State Site Survey	Initial credentialing / re-credentialing

---

## APPENDIX I

### 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.