



WTC Health Program Provider Terms and Conditions

Limited Care Benefit Program: The WTC Health Program is limited care benefit program established by the James Zadroga 9/11 Health and Compensation Act of 2010 (the Act), Pub. L. 111-347, as amended. 42 U.S.C. §§ 300mm – 300mm-61. It provides monitoring and treatment for only a specified list of health conditions established by law. All care provided in the WTC Health Program must adhere to laws and regulations governing the Program and protocols, policies, and procedures established by the Program.

Authorization of Services: All services rendered by a provider must be authorized in accordance with WTC Health Program requirements. In most cases, this means the care must be authorized by the referring Clinical Center of Excellence (CCE) to which the WTC Health Program member is assigned. More information about this may be found at <https://www.cdc.gov/wtc/ppm.html>.

Standard for Determining Medical Necessity: Provider acknowledges and agrees that all medically necessary services or diagnostic testing rendered to a WTC Health Program member must adhere to a standard which (1) is reasonable and appropriate, as based on scientific evidence and professional standards of care, including but not limited to National Comprehensive Cancer Network (NCCN) guidelines for cancer services and expert opinion or any other relevant information; and (2) has been included in the medical treatment protocols developed or promulgated by the WTC Health Program.

Review of Claims for Reimbursement of Medically Necessary Treatment: The referring CCE or NPN will review each claim for reimbursement of treatment or services rendered to a WTC Health Program member. If the CCE or the Program determines that such treatment is not medically necessary, or not otherwise eligible for reimbursement under the Program, Provider shall not be entitled to reimbursement by the Program. Provider shall be responsible for providing to the applicable CCE and/or the Program all consult reports, legible progress notes, and test results, as well as any other requested medical records or documentation necessary for the CCE and/or the Program to adjudicate claims and determine eligibility for reimbursement. The Program has an appeals process for denied claims.

Reimbursement: Reimbursement will be considered for treatment deemed medically necessary¹ to manage, ameliorate, or cure a certified WTC-related health condition or health condition medically associated to a WTC-related health condition or other eligible services rendered to a WTC Health Program member. Provider shall accept reimbursement not to exceed the payment rates that apply to the provision of such treatment and services under the Federal Employees Compensation Act (5 U.S.C. § 8101 et seq., 20 C.F.R. Part 20) (FECA). The FECA Fee Schedule can be found at: <https://www.dol.gov/owcp/regs/feeschedule/fee/feeAug302019/view.htm>. For treatment not covered under FECA, the payment rate is pursuant to the applicable Medicare fee for service, as deemed appropriate by the Program.

Coordination of Benefits (COB): Members who are deemed eligible for benefits under the WTC Health Program are classified under one of the following membership groups: (1) Fire Department of New York (FDNY) Responders and Surviving FDNY Family Members, (2) General Responders, (3) Survivors, and (4) Pentagon and Shanksville, Pennsylvania Responders. For Survivors, the Provider is required to submit claims to the member's private and/or public insurance before submitting the claim to the Program. The Provider must also send the insurer's Explanation of Benefits to the Program along with the claim. For Responders (FDNY, General, and Pentagon and Shanksville), the Program is the primary payer, although costs may be recouped by the Program directly from a Workers' Compensation insurer when applicable. Please visit the Program Administrative Manual at <https://www.cdc.gov/wtc/ppm.html> for more information about Program member eligibility and coordination of benefits.

Claims Submission to the CCE: Provider must submit a claim to the referring CCE through HealthSmart using one of the following methods: (1) mail the claim to the address provided using United States mail via first class or overnight delivery service; or (2) submit the claim electronically using the format and method designated. For outpatient services and institutional professional services, the CMS 1500 form must be used. For institutional inpatient services, the UB-04 uniform billing form must be used. Should a Provider fail to submit a claim in accordance with this section, the Provider may forfeit the right to reimbursement (see the following section).

Timely Filing of Claims: Provider agrees to submit claims in a timely manner and to work with the referring CCE and the WTC Health Program regarding resolving any inadequacies in the claims submission. Provider should make every effort to submit claims within sixty (60) days after the date the Provider renders medical services to a WTC Health Program member. Claims will be denied if not validly and properly submitted to the Program within 15 months of date-of-service for claims without a COB requirement or within 18 months of date-of-service for claims with a COB requirement. These denials may be appealed.

¹ **Medically necessary treatment** means the provision of services to a WTC Health Program member by physicians and other health care providers, including diagnostic and laboratory tests, prescription drugs, inpatient and outpatient hospital services, and other care that is appropriate, to manage, ameliorate, or cure a WTC-related health condition or a health condition medically associated with a WTC-related health condition, and which conforms to medical treatment protocols developed by the Data Centers, with input from the CCEs, and approved by the Administrator of the WTC Health Program. 42 C.F.R. § 88.1.



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Claims Payment: Provider will receive payment on approved claims from the U.S. Treasury. A contractor to the Centers for Medicare and Medicaid Services (CMS) is responsible for payment processing. WTC Health Program payments are subject to the Federal Prompt Payment Rule, 5 C.F.R. Part 1315. The Prompt Payment Rule makes sure that valid and proper invoices (claims) submitted by vendors (providers) are paid on time by federal agencies. If a vendor submits a proper and valid invoice, the agency must pay it on time, generally within 30 days. If not, the payment is late. In most cases when an agency pays a vendor late, it must pay interest. Provider acknowledges that the applicable CCE/NPN and/or its designated agents may delay submitting claims for reimbursement, which may result in a delay in reimbursement to Provider. Provider agrees that in the event that the CCE/NPN and/or its designated agent delay forwarding a claim to the Program, or in the event that CMS and/or its contractors delay reimbursement and/or denial of a claim beyond 30 days, this payment will not be deemed late and will not constitute a breach of the terms and conditions of this Agreement. Provider further acknowledges that the CMS and/or its contractors are solely responsible for claims payment, and no other entity shall be responsible for reimbursement to Provider.

No Balance Billing: Provider shall accept WTC Health Program reimbursement terms as payment in full for treatment and services rendered to a WTC Health Program member. Pursuant to statutes and regulations governing the Program, and the terms and conditions of this Agreement, Provider hereby agrees that (1) in no event, shall Provider bill, charge, collect a deposit from, impose a surcharge on, seek compensation, remuneration, or reimbursement from, or have any recourse against a WTC Health Program member or any other person/entity other than the Program; and (2) Provider may not bill or collect from a WTC Health Program member any deductibles, coinsurance, or copayments.

Liability for Claims Decisions and Reimbursement: Provider acknowledges and agrees that reimbursement under the WTC Health Program is subject to the Act and the discretion of the Administrator of the Program. Provider shall not be entitled to reimbursement for services from the Program if the Provider fails to abide by the terms and conditions of this Agreement, the Act, or Program regulations, protocols, policies, and procedures. In no event shall Provider seek payment of claims from a CCE/NPN, as the CCE/NPN is not responsible for payment under the Program and shall not be held liable for any claims decisions or the payment of any claims submitted by Provider for services rendered to a WTC Health Program member.

Provision of Medical Records: Upon request, Provider shall submit in a timely manner all medical records, test results, and other documents necessary for CCE/NPN or the WTC Health Program to (1) approve and provide medical case management services to WTC Health Program member, (2) conduct utilization management reviews, or (3) conduct audits and other reviews. Documents and materials provided must be deemed legible.

Term: This Agreement shall be in effect from June 1, 2020 or the date these terms and conditions are accepted and submitted, whichever comes first (the "Effective Date") until the first anniversary of the Effective Date (the "Initial Term"), and thereafter shall automatically renew for successive one (1) year terms unless terminated as set forth in this Agreement.

Termination: If Provider materially defaults in the performance of any of its obligations under the Act, other applicable laws, WTC Health Program regulations, protocols, policies, or procedures, the Provider may be terminated from the Program upon fifteen (15) days written notice to Provider. The Provider may be terminated at will upon ninety (90) days written notice to the Provider. Furthermore, should the Program be discontinued and/or expire, this Agreement may automatically terminate upon written notice to Provider. Upon ninety (90) days advance written notice, Provider may terminate this Agreement with cause. Either party may terminate this Agreement without cause by giving the other party written notice of termination at least ninety (90) days prior to the effective termination date.

Obligations After Termination: Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Following the effective date of termination of this Agreement, the provisions of this Agreement shall be of no further force or effect whatsoever, except that each party to this Agreement shall remain liable for any obligations or liabilities arising from activities carried on by such party prior to the effective date of termination.

Statutory and Regulatory Compliance: Provider agrees to comply with all applicable laws and regulations related to the Program and the Act, including HIPAA.

Signature: _____

Date: _____

PLEASE READ THE FOLLOWING INFORMATION: *By signing, I acknowledge that I have the authority to enter into this agreement on behalf of the referenced medical provider(s) and intend to sign the agreement.*

Print Name: _____

Title: _____

NPI(s): _____