

BrickStreet Mutual Insurance
Provider Registration
P.O. Box 4228
Charleston, WV 25364-4228



BI-210

01/06

**PROVIDER AGREEMENT
REGARDING THE DELIVERY OF MEDICAL SERVICES
between BrickStreet Mutual Insurance Company
and**

Medical Provider

Address

Vendor Number (if known)

This agreement is in effect for the period from January 1, 2006 through June 30, 2008. The signatures affixed to this document verify the parties agree to the following:

BrickStreet Mutual Insurance Company (hereafter, BrickStreet) agrees to:

1. Provide the provider with a copy of all rules, regulations and policies relating to the medical services being provided by the provider. As these rules, regulations and policies are amended, copies of the new rules, regulations and policies will be sent out to the providers;
2. Provide training in the implementation of the medical services and billing procedures as regulated by BrickStreet. BrickStreet will participate in provider workshops regarding billing every year;
3. Provide consultation and technical assistance regarding the implementation of the medical services and billing procedures as regulated by BrickStreet to provider staff as needed;
4. Monitor documentation requirements;
5. Monitor invoices to assure the accuracy of all required information, including, but not limited to, procedure codes, services units and charges;
6. Monitor programs and service delivery to assure compliance with the applicable standards;
7. Assist the provider to resolve claims pending or denied by BrickStreet;
8. Notify the provider of the outcome of any post-payment reviews and the opportunity to appeal any overpayments to the provider identified by BrickStreet;
9. Make available to the provider all required forms;
10. Make available to the provider any other rules or regulations; and
11. BrickStreet agrees to the retention of an electronic record of this Agreement.

The Medical Provider agrees to:

1. Retain medical records for 10 years and invoices (electronic or paper billing) for a minimum period of three years and to make these documents available to BrickStreet upon request;
2. Bill BrickStreet only for goods, services and medical treatment which is necessary and related, as defined by statutes and regulations;
3. Comply with the W.Va. code, rules, regulations and policies relating to the medical services being provided by the provider in the provision of services and billing, including any changes in the program. As these rules, regulations and policies are amended, the provider is to comply with the new requirements;
4. All examinations will be performed in medical offices or other suitable medical facilities meeting all applicable state and federal requirements;
5. Providers agree to accept the fee schedule established by BrickStreet for reimbursement for all goods and services as complete payment in full unless the provider's usual and customary charges for commonly billed codes are less than the fee schedule in which case, under 85 CSR 20-5.3, only the provider's usual and customary charges will be reimbursed. No other person, firm or corporation may be billed for any balance of any invoice over and above the amount paid by BrickStreet or for any amount over and above that invoice;
6. The provider will make herself/himself available at reasonable times and places to testify regarding treated or examined claimants and agrees to accept BrickStreet fees for this service;
7. Providers may be reimbursed only for services actually provided or supervised and for which the vendor is duly licensed. Providers must supply a copy of their license with this Agreement. Licensed practitioners are eligible to treat injured workers to the extent of the practitioner's license. Reimbursement for care will only be authorized if the provider has provided documentation of credentialing consistent with the type of care provided. Therefore, providers must advise if their license to practice medicine has ever been suspended or terminated by the appropriate authority in West Virginia or any other state and whether the provider has been convicted of any crime in relation to her/his practice or any felony;
8. Certain procedures performed by chiropractors are reimbursable by the commission only when providers have certification in accordance with W. Va. Code §30-16-20. Chiropractors must provide evidence of certification if they wish to perform video fluoroscopy, diagnostic ultrasound, electromyography, nerve conduction, velocity studies, somatosensory testing, neuromuscular junction testing and any other diagnostic testing identified by the BrickStreet;
9. Invoices in excess of 100 per year or \$25,000 per year shall be submitted electronically pursuant to Rule 17;

10. The medical management of claims, guidelines for impairment ratings, evidence and ratings and ranges of permanent partial disability awards are given in Rule 20 and the provider hereby agrees to comply with this rule; and

11. The provider agrees to the retention of an electronic record of this agreement.

The Agreement must have the original signature of an authorized person and may be faxed initially to BrickStreet's Provider Registration Unit. Activation is not official until a complete signed Agreement has been received and a confirmation letter is sent at that time. The original must be sent to: BrickStreet Insurance Attn: Provider Registration PO Box 4228 Charleston, WV 25364-4228.

Provider

BrickStreet

By

By

Title

Title

Signature

Signature

Date

Date