



Liberty Mutual Group
701 Route 73 S Ste 201
Marlton NJ 08053
Tel: (866) 548-5127

April 15, 2008

Provider name.....
Address
City, State Zip

RE: Liberty Mutual Decision Point Review and Plan Administrator Changes.

Dear Provider,

The State of New Jersey, Department of Banking and Insurance, has approved changes to our Decision Point Review Plan and our selection of a new administrator for the Plan.

Effective **04/28/2008**, **Premier Prizm Solutions LLC** replaces **Utilization Management** as the administrator on all new and existing treatment plans related to your No-Fault claim. Premier Prizm will assume responsibility for the management of all new and existing decision point review/precertification plans.

These changes include revisions to the list of services subject to pre-certification and revisions to the Appeals process.

The designated address to contact the new administrator is:

Premier Prizm Solutions, LLC
10 East Stow Road
Suite 100
Marlton, NJ 08053
Phone Number: 856-596-5600
Fax Number: 856-596-6300
Email Address AICRA@PremierPrizm.com

If you are currently treating a patient under a treatment plan previously approved by **Utilization Management**, we will honor that treatment plan until it expires. Request for new treatment plans or modifications of existing treatment plans must be submitted to Premier Prizm Solutions using the contact information above. Submission to any other address or phone number can result in a delay in rendering a decision.

You can find additional information regarding our new Plan at www.libertymutual.com

Sincerely,
Marlton No Fault Service Team
Claims Department
(866) 548-5127
Extension 46511

Encl: PMK 585 03 08

**IMPORTANT INFORMATION ABOUT YOUR PERSONAL INJURY
PROTECTION COVERAGE
(ALSO KNOWN AS NO-FAULT MEDICAL COVERAGE)**



The New Jersey Automobile Insurance Cost Reduction Act (AICRA) introduced changes to how auto insurance carriers, medical providers and injured parties manage medical treatment for injuries related to automobile accidents. There are certain obligations and requirements that must be satisfied to obtain the maximum amount reimbursable under your policy. This document summarizes the steps that must be taken to maximize reimbursement. You should read your policy and review your Declarations for information on the coverage provided to you. **THE PROVISIONS OF THE POLICY, DECISION POINT REVIEW PLAN OR NEW JERSEY REGULATION CONTROL IF THERE IS ANY CONFLICT WITH THIS SUMMARY.**

If you are involved in an automobile accident:

- Report the accident to Liberty Mutual as soon as possible. The telephone number is 1-800-2CLAIMS (1-800-225-2467) or for our hearing impaired customers using a TTY device, please call us at 1-800-243-9801. We will impose a co-payment penalty on reimbursable medical expenses if the accident is not reported to us within 30 days.
- Carefully review any documents we send you resulting from an auto injury claim for No Fault benefits. Certain documents must be given to the healthcare providers treating you for your injuries and some must be returned to Liberty Mutual.
- Premier Prizm Solutions, LLC has been selected by Liberty Mutual to implement their Decision Point Review Plan as required by the New Jersey Automobile Cost Reduction Act.

Premier Prizm Solutions LLC
10 East Stow Road
Suite 100
Marlton, NJ 08053
Phone Number: 856-596-5600
Fax Number: 856-596-6300
Email address: AICRA@PremierPrizm.com

Liberty Mutual will notify Premier Prizm Solutions LLC (Premier Prizm) of all potential claims for No Fault Coverage under your policy after you report a loss.

- Medical Care rendered in the first 10 days following the covered loss or any care received during an emergency situation is not subject to Decision Point Review/Pre-Certification.

Decision Point Review

- Pursuant to N.J.A.C. 11:3-4, the New Jersey Department of Banking and Insurance has published standard courses of treatment, known as Care Paths, for soft tissue injuries, collectively referred to as Identified Injuries.

Additionally, guidelines for certain diagnostic tests have been established by the New Jersey Department of Banking and Insurance according to N.J.A.C. 11:3-4. Decision Points are intervals within the Care Paths where treatment can be evaluated for a decision about the continuation or choice of further treatment. At Decision Points, the eligible injured person or the health care provider must provide Premier Prizm with information regarding further treatment the health care provider intends to provide.

- **In accordance with N.J.A.C. 11:3-4.5(b), the administration of any of the following diagnostic tests are subject to Decision Point Review, regardless of diagnosis.**
 - Needle Electromyography (EMG)
 - Somatosensory Evoked Potential (SSEP)
 - Visual Evoked Potential (VEP)
 - Brain Audio Evoked Potential (BAEP)
 - Brain Evoked Potentials (BEP)
 - Nerve Conduction Velocity (NCV)
 - H-Reflex Studies
 - Electroencephalogram (EEG)
 - Videofluoroscopy
 - Magnetic Resonance Imaging (MRI)
 - Computer Assisted Tomograms (CT, CAT Scan)
 - Dynatorn/Cybex Station/Cybex Studies
 - Sonogram/Ultrasound
 - Brain Mapping when done in conjunction with appropriate neurodiagnostic testing.
 - Thermography/Thermograms
- **Diagnostic Tests which are excluded from coverage according to N.J.A.C. 11:3-4.5**
 - Brain mapping - when not done in conjunction with appropriate neurodiagnostic testing;
 - Iridology;
 - Mandibular tracking and simulation;
 - Reflexology;
 - Spinal diagnostic ultrasound;
 - Surface electromyography (surface EMG);
 - Surrogate arm mentoring; or
 - Any other diagnostic test that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation.

We do not provide Personal Injury Protection Coverage with respect to the following diagnostic tests that have been identified by the New Jersey State Board of Dentistry as failing to yield data of sufficient volume to alter or influence the diagnosis or treatment plan employed to treat TMJ/D:

- Mandibular tracking;
- Surface EMG;
- Sonography;
- Doppler ultrasound;
- Needle EMG;
- Electroencephalogram (EEG);
- Thermograms/thermographs;
- Video fluoroscopy; and. Reflexology
- Any other diagnostic test that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation.

Pre-Certification

- Pursuant to N.J.A.C. 11:3-4.7, Premier Prizm's Pre-Certification Plan requires pre-authorization of certain treatment/diagnostic tests or services. Your medical provider can request pre-authorization by contacting Premier Prizm. **Failure to pre-certify these services may result in penalties/co-payments even if services are deemed medically necessary.** If the eligible injured person does not have an Identified Injury, your treating provider is required to obtain Pre-

Certification of treatment, diagnostic tests, services, prescriptions, durable medical equipment or other potentially covered expenses as noted below:

- Non-emergency inpatient and outpatient hospital care
- Non-emergency surgical procedures
- Extended Care Rehabilitation Facilities
- Outpatient care for soft-tissue/disc injuries of the person's neck, back and related structures not included within the diagnoses covered by the Care Path's.
- Physical, Occupational, Speech, Cognitive, Rehabilitation or other restorative therapy or therapeutic or body part manipulation except as provided for identified injuries in accordance with decision point review.
- Outpatient psychological/psychiatric treatment/testing or other services
- All pain management services except as provided for identified injuries in accordance with decision point review
- Home Health Care
- Acupuncture
- Durable Medical Equipment (including orthotics or prosthetics) with a cost or monthly rental in excess of \$100.00
- Non-Emergency Dental Restorations
- Temporomandibular disorder; any oral facial syndrome

Decision Point Review/Pre-certification Process

- On behalf of Liberty Mutual, Premier Prizm will review all treatment plan requests and medical documentation submitted. A decision will be rendered within three business days of receipt at the designated address, fax or web site, of a completed Attending Provider Treatment Plan Form request with supporting medical documentation. If additional information is requested, the decision will be rendered within three days of our receipt of the additional information. In the event that Liberty Mutual or Premier Prizm does not receive sufficient medical information accompanying the request for treatment, diagnostic tests or services to make a decision, an administrative denial will be rendered until such information is received. If a decision is not rendered within three business days of receipt of an "Attending Provider Treatment Plan" form, your treating health care provider may render medically necessary treatment until a decision is rendered.
- Please note that the denial of decision point review and pre-certification requests on the basis of medical necessity shall be the determination of a physician. In the case of treatment prescribed by a dentist, the denial shall be by a dentist.

Co-Payment Penalties related to Decision Point Review and Pre-certification

- **Failure to submit requests for Decision Point Review or Pre-certification where required, or failure to submit clinically supported findings that support the treatment, diagnostic testing or durable medical goods requested will result in a co-payment of 50%. This co-payment is in addition to any co-payment stated in the insured's policy.**

Independent Medical Examination

Premier Prizm or Liberty Mutual may request an Independent Medical Examination. At times, this examination may be necessary to reach a decision in response to the treatment plan request by the treating provider. This examination will be scheduled with a provider in the same discipline and at a location reasonably convenient to the injured person. Premier Prizm Liberty Mutual or its designee will schedule the appointment for the examination within 7 days of the day of the receipt of the request unless the insured or the insured's designee agrees to extend the time frame. Medically necessary treatment may proceed while the examination is being scheduled and until the Independent Medical Examination results become available. Upon completion of the Independent Medical Examination, your provider will be notified of the results via fax or mail within three business days of the examination. A copy of the examining report is available to you or your treating provider upon request.

Premier Prizm will notify you or your designee and the treating provider of the scheduled physical examination and of the consequences for unexcused failure to appear at two or more appointments. If you, the injured party have two or more unexcused failures to attend the scheduled exam, notification will be immediately sent to you or your designee, and all the providers treating you for the diagnosis (and related diagnosis) contained in the attending physicians treatment plan form. This notification will place you on notice that all future treatment diagnostic testing or durable medical equipment required for the diagnosis and (related diagnosis) contained in the attending physicians treatment plan form will not be reimbursable as a consequence for failure to comply with the plan regardless of medical necessity.

Voluntary Pre-Certification

We encourage you to participate in a voluntary pre-certification process by bringing a treatment plan request form to your provider or have them contact us for all services requested. Premier Prizm will utilize nationally accepted criteria to authorize a mutually agreeable course of treatment. This process increases the communication between the patient, provider and Premier Prizm to develop a comprehensive treatment plan with the avoidance of unnecessary interruptions in care.

Voluntary Network Services

Premier Prizm and Liberty Mutual have established a network of approved vendors for diagnostic imaging studies for all MRI's and Cat Scans, durable medical equipment with a cost or monthly rental over \$100.00, prescription drugs and all electrodiagnostic testing listed in N.J.A.C. 11:3-4.5(b) 1-3. If you, the injured party utilize one of the pre-approved networks, a 30% co-payment will be waived. If any of the electro-diagnostic tests listed in N.J.A.C 11:3-4.5(b) are performed by the treating provider in conjunction with the needle EMG, the 30% co-payment will not apply. In cases of prescriptions, the \$10.00 co-pay of *Liberty Mutual* will be waived if obtained from one of the pre-approved networks. Information on obtaining the services of these networks will be provided to you through the Decision Point Review/Pre-certification process with Premier Prizm.

Preferred Provider Network

Liberty Mutual also makes available a Preferred Provider Network that includes doctors, hospitals, and facilities (labs, x-rays, specialists, etc.) for the treatment of injuries sustained in a covered automobile accident. Providers in the Preferred Provider Network are conveniently located within the area you reside, and the use of Network providers may help your benefit dollars go further. The use of a provider from the Preferred Provider Network is strictly voluntary and provided as a service

to you. There is no additional co-payment penalty should you choose to use a provider outside the Preferred Provider Network. When you report a claim, your Liberty Mutual Claims Representative will provide you with additional details related to this program.

Assignment of Benefits

Health care providers that accept assignment for payment of benefits should be aware that they are required to hold harmless you, the injured person, insured or the insurance carrier for any reduction of benefits caused by the provider's failure to comply with the terms of the decision point/pre-certification plan. In addition, your treating provider must agree to submit disputes to our Internal Appeals Process prior to submitting any disputes through the National Arbitration Forum as per N.J.A.C. 11:3-5. **Failure to comply with the Decision Point Review/Pre-Certification Plan or the Requirements to follow the Internal Appeals Process prior to filing litigation including arbitrations will void any and all prior assignment of benefits under this policy.**

Appeals Regarding a Decision Related to a Treatment Request

Your treating provider may request an internal appeal on any modified or denied services or other matters related to the treatment or care of you the injured person. For appeals regarding a decision related to a treatment request, notification to Premier Prizm needs to occur within 10 business days of the receipt of the decision in question. This appeal must be made in writing by fax, mail or by accessing the Internal Appeals Form on the web site at which point further documentation can be discussed with a physician advisor. This appeal must contain the treating provider's signature and the reason for the appeal. Premier Prizm's response to the appeal will be communicated to the requesting provider in writing by fax within ten business days of the receipt. An Internal Appeals Form can be accessed on Premier Prizm's web site at www.PremierPrizm.com

Appeals Regarding any Issue other than a Decision Related to a Treatment Request

Your treating provider may request an internal appeal for any and all issues. These issues may include, but are not limited to, bill review or payment for services. This appeal must be signed by the treating provider and submitted in writing stating the issues being disputed along with supporting documentation. Liberty Mutual or Premier Prizm's written response to this appeal will be communicated to the requesting provider by fax or mail within 10 business days of the receipt of the request. If the treating provider has a valid assignment of benefits, this appeal must be submitted to Premier Prizm 21 days prior to the initiation of any arbitration or litigation.

Submission of an appeal through the Internal Appeals Process as stated above is required for any treating provider who has accepted an assignment of benefits. Should the assignee choose to retain an attorney to handle the Appeals Process, they do so at their own expense.

Dispute Resolution Process

If there is any dispute that is not resolved at the Internal Appeals Process, it may be submitted through the Personal Injury Protection Dispute Process (N.J.A.C. 11:3-5). This can be initiated by contacting the National Arbitration Forum at 1-732-271-6100. **Failure to utilize the Internal Appeal Process prior to filing arbitration or litigation will invalidate an Assignment of Benefits.**