



One Call Update

May 5, 2020

If you are a California-based contracted chiropractor participating in the One Call network, you should have received the below communication from One Call – a direct result of legal actions taken by CalChiro against OneCall.

To learn more about the outcomes of this lawsuit, [CLICK HERE](#).

Dear Provider,

Please review the enclosed documentation to learn about One Call's existing business practices and certain enhancements One Call is implementing as it relates to chiropractor provider network participation.

Thank you for your continued partnership with One Call. We look forward to working with you for many years to come.

Kind Regards,

Provider Network

One Call

NOTICE OF ONE CALL BUSINESS PRACTICE CHANGES SUMMARY

The following changes have been made to our business practices in California, either before or effective as of December 31, 2019, unless otherwise noted below. Please note – these changes apply to One Call and its affiliates engaged in providing chiropractic network services in the State of California.

TRANSPARENCY & PROCESS MANAGEMENT

One Call will list the names, addresses and telephone numbers of contracted Chiropractors ("DC") in its Medical Provider Network ("MPN") listings.

One Call will share with each contracted DC a description of how its proprietary scoring process operates and the score One Call has attributed to each such DC. One Call's scoring system does not deter DCs from seeking additional visits for patients who need them. Contracted DCs can obtain their network scorecard and/or rating tier information from One Call by contacting ProviderRelations_Retention@onecallcm.com.

DCs can visit <https://providers.alignnetworks.com> to see a complete listing of the One Call customers for chiropractic services, which One Call will update on a quarterly basis.

One Call affiliates that operate MPNs will continue to comply with all MPN requirements.

PRICING, BILLING & PAYMENT

On or before January 30, 2020, One Call will notify contracted DCs of One Call's acceptance of standard electronic claims and claims attachments. One Call will notify DCs of its current clearinghouse partners in that notification. One Call further agrees to consider expanding the list of acceptable clearinghouses in good faith to include one or more additional clearinghouses that support California's e-billing rules upon request by DCs.

Within 180 days after Settlement, One Call shall process all electronically submitted claims consistent with the most recent versions of the CDWC's Medical Billing and Payment Guide and Electronic Medical Billing and Payment Compliance Guide (the "EBPGs") and the applicable regulations.

On or before December 31, 2019, One Call will utilize commercially reasonable efforts to ensure that the remittance advice provided by them to DCs contains all relevant reason and remark codes.

If an out-of-network DC notifies One Call of its good faith dispute of One Call's payment, One Call shall within thirty (30) days of such written request provide such DC justification for the amount One Call paid. If One Call fails to provide such justification within the thirty day period, One Call shall pay the DC for the disputed services at the lesser of the DC's standard rate or, as applicable, the rate set forth in the applicable OMFS, which amount shall be due and payable within forty (40) days of receipt of written notice from the out-of-network DC.

One Call will refrain from taking any future discounts from that DC without the DC's express written consent until One Call can demonstrate to the DC that they are entitled to pay a particular rate as provided by a written agreement between One Call and the DC.

One Call will not make changes to claims except to correct outdated codes or adding necessary modifiers, and will assume full responsibility for any modifier additions.

One Call will not re-price or retro-bill any claims for payment submitted by an out-of-network DC, nor shall One Call retroactively recoup money unless the DC has been previously paid for that same service. Any recoupment notice would include the information the DC needs to reconcile the recoupment.

One Call's contracted per diem rates for DC's shall affect only therapy related CPT coding, inclusive of codes 98940-43 and 97010- 97750. Physician level services that are billed on a standalone invoice separate and apart from the therapy related CPT coding invoices, including Evaluation & Management ("E/M") codes, extended time codes 99354 through 99359, and DWC specific reporting codes, record copying codes and other similar codes shall be excluded from the per diem discount.

CONTRACTING

Referrals will be based primarily on the source of the referral and One Call will refrain from steering referrals based upon reduced rates offered by a DC except as set forth below. One Call will also not make any communications to DCs indicating that they will receive more injured worker referrals if they lower their contracted rates or based on being in a particular rate tier.

One Call will not suggest or solicit a lower rate for at least 18 months after agreeing to an initial or modified contract with a DC practice.

One Call will modify existing and future contracts with DCs to the extent necessary to comply with the Agreement and share such contract modifications with existing network chiropractors as provided in the Agreement.

Within 30 days of finalizing this agreement, One Call shall notify their affiliate MPNs in writing that their contracts with DC providers do not contain a provision that indicates the provider has agreed to relinquish their right or ability to serve

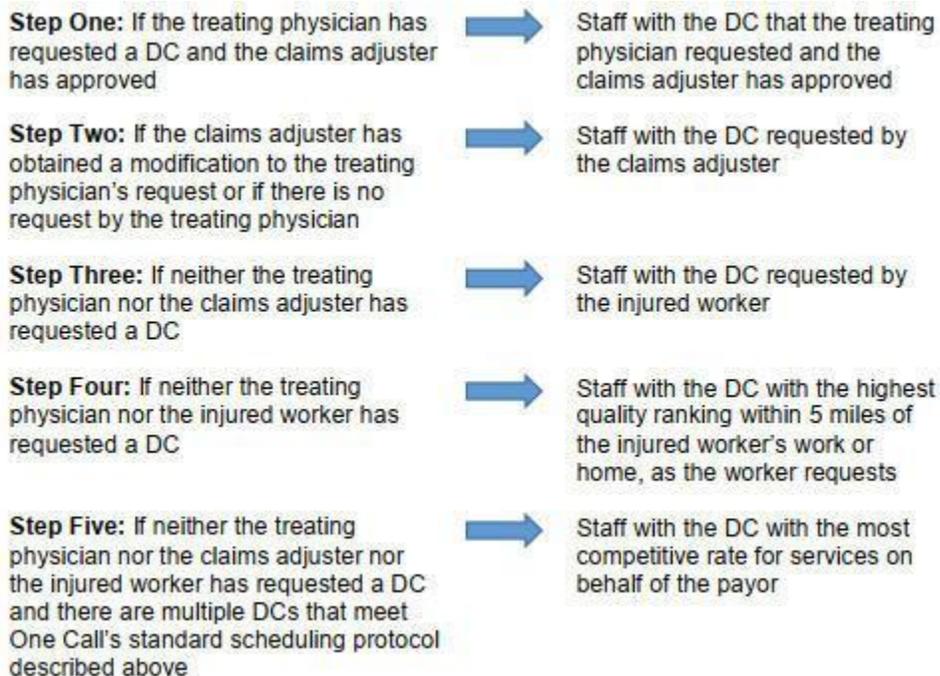
as a Primary Treating Physician (PTP), unless the provider has specifically agreed to such a provision in writing.

REFERRAL PROCESS

One Call aims to achieve the following goals:

- Avoiding delays in start of care including scheduling advance appointments
- Providing the treating DCs with authorizations and relevant information from the treating physicians prior to start of care
- Efficient scheduling processes to avoid missed appointments and no-shows
- Resolution mechanisms for rejected or denied claims and other grievances
- Ensuring prompt payment of accepted claims

To that end, One Call has and will continue to maintain the following decision-making hierarchy for the staffing of chiropractic referrals where a Medical Provider Network (“MPN”) includes chiropractic providers, and where there is no MPN, or the MPN does not include chiropractic providers:



Note: *For referrals that fall outside a payor's MPN, if an out-of-network DC produces documentation of authorization from the claims adjuster, One Call will close its file and not pursue a Single Referral Agreement ("SRA") with that DC unless One Call has entered into a SRA with that DC in the past year.*

One Call shall not interfere with or redirect referrals made by the primary treating physician, which have been approved by the claims adjuster. One Call shall not contact the treating physician, or injured worker once it has notice that the adjuster has approved a referral to a specific DC.

NON-INTERFERENCE

One Call is not a claims administrator, utilization review ("UR") organization or chiropractic practice and will continue to refrain from making or interfering with clinical determinations made by the appropriate parties in the continuum of care.

One Call will use reasonable efforts to obtain the name and contact information of the UR organization reviewing each referral and, if available, share such information with the DC assigned to the referral. One Call will also provide the contact information for an employee of One Call who the DC can contact to resolve disputes over UR decisions.

One Call will not:

- Override or interfere with the decisions made by the treating physician, but One Call may recommend clinical treatment options so long as they are accompanied by applicable industry guidelines or other clinical support and a disclosure that they are only recommendations and that the UR organization is responsible for all UR determinations;
- Determine what diagnostic tests are appropriate for a particular condition;
- Determine the need for referrals to or consultation with another DC;
- Determine how many injured workers a DC must see in a given period of time or how many hours a DC must work in a particular day;
- Claim that One Call possesses ownership of an injured worker's medical records, including, but not limited to, determining the contents thereof;
- Make decisions regarding specific coding and billing procedures for patient care services;
- Hold itself out in any communication with an injured worker (including published or online listings of DC networks) as a DC or DC Practice.

DISPUTE RESOLUTION PROCESS

If a California DC believes that One Call has failed to implement or maintain the business practices formalized by the Agreement, he/she can contact One Call to seek to resolve the dispute. If the DC and One Call fail to resolve the dispute informally, the DC can request that his/her dispute be decided by an independent compliance dispute officer through a streamlined Dispute Resolution Process (“DRP”) For more details about the DRP, please see attached Exhibit A or visit <https://providers.alignnetworks.com>.

TERM OF THE AGREEMENT; NON-RETALIATION

The terms of the Agreement shall be in effect until 27 months AFTER ENTRY OF ORDER. One Call will not retaliate against any DC and no DC shall suffer any decrease or alteration in referrals solely as a result of such DC seeking to modify or renegotiate the terms of his/her contract with One Call, filing a good faith grievance with One Call, or otherwise availing him or herself of the rights in the Agreement.

[Click here](#) or call 1-866-389-0211 for a more detailed description of our business practice change agreements.

EXHIBIT A

ALTERNATIVE DISPUTE RESOLUTION PROCESS

1.1 Jurisdiction, Coordination and Costs

(a) Compliance Dispute Officer

Martin Quinn, Esq. of JAMS shall serve as the Compliance Dispute Officer (the “Compliance Dispute Officer”). In the event that Mr. Quinn or any other person serving as the Compliance Dispute Officer notifies the Parties that he or she is unable or unwilling to continue to serve in that role, the Parties will jointly select a new Compliance Dispute Officer within ten (10) business days of such notification.

If the Parties are unable to jointly select a new Compliance Dispute Officer, the Parties may jointly or individually petition JAMS to select a new Compliance

Dispute Officer within ten (10) business days of determining they cannot agree upon the selection of a new Compliance Dispute Officer. Each party shall provide JAMS with the name of an alternate Compliance Dispute Officer, along with their qualifications. JAMS shall select one of the proposed individuals pursuant to their established process for selecting a neutral where the parties cannot agree.

(b) Compliance Disputes

Compliance Disputes are disputes concerning allegations of non-compliance with the Settlement Agreement that the Parties or a Chiropractor who elects to use this ADR process set forth herein are unable to resolve in good faith themselves as set forth in section 1.4 below. All such Compliance Disputes shall be resolved solely and exclusively through this Alternative Dispute Resolution Process (“ADR” or “Compliance Protocol”), except as otherwise provided in the Settlement Agreement or herein.

All Compliance Disputes submitted under the terms of this Protocol shall be confidential including, but not limited to, all submissions, filings and decisions. All Compliance Disputes shall not be directed to the Court nor to any other state court, federal court, arbitration panel or any other binding or non-binding dispute resolution mechanism, except as otherwise provided herein.

© Fees and Costs

Except as provided below, One Call shall pay the fees and expenses of the Compliance Dispute Officer relating to each Compliance Dispute.

1.2 Who May Petition the Compliance Dispute Officer

The California Chiropractic Association, and its officers, directors, agents, representatives, trustees, assigns and administrators (collectively, “Cal Chiro”), and One Call Medical, Inc. d/b/a One Call Care Management and Align Networks, Inc. and its Affiliates (collectively, “One Call”) and/or any Current Provider or Future Provider may agree to use this process as provided for under the Agreement (collectively, “Petitioner”) but are not required to do so and may petition the Compliance Dispute Officer if they have a good faith belief that there is a dispute that is a Compliance Dispute.

1.3 Procedure for Initiating Compliance Disputes

To initiate a Compliance Dispute, the Petitioner shall provide a brief written description of the dispute to the person designated by One Call (“One Call’s Representative”) or, for disputes against Cal Chiro, by Cal Chiro (“Cal Chiro Representative”) to serve in this role for purposes of the Agreement. The name and contact information for One Call’s Representative, as updated, will be provided to Cal Chiro Representative and made available to Current and Future Providers. The name and contact information for Cal Chiro Representative, as updated, will be provided to One Call. A Current Provider or Future Provider does not need to submit a Compliance Dispute through Cal Chiro Representative, but shall provide a copy thereof to Cal Chiro Representative.

1.4 Timing of Dispute Resolution Without Full Review

(a) Petitioner and/or Cal Chiro Representative and One Call’s Representative shall attempt in good faith to achieve a resolution of any initiated Compliance Dispute prior to submitting a request for full review of a Compliance Dispute with the Compliance Dispute Officer. One Call’s Representative shall advise Petitioner in writing of the receipt of the request and the date the request was received.

(b) If such efforts do not achieve resolution of the Compliance Dispute within fifteen (15) business days after Cal Chiro or One Call are notified of the Compliance Dispute, the Petitioner may submit the Compliance Dispute to the Compliance Dispute Officer for full review.

(c) If the Compliance Dispute is not informally resolved within fifteen (15) business days after Cal Chiro or One Call are notified of the dispute (or such other later time as Petitioner and/or Cal Chiro or One Call may agree in writing), the applicable Representative shall provide Petitioner the status of the dispute response and the contact information for the Compliance Dispute Officer for Petitioner to submit the Compliance Dispute for full review.

(d) Petitioner shall have thirty (30) business days to submit the Compliance Dispute to the Compliance Dispute Officer after receiving such notice from Cal Chiro’s or One Call’s Representative, as the case may be.

1.5 Dispute Resolution With Full Review

(a) Requirements for a Compliance Dispute With Full Review

To refer a Compliance Dispute to the Compliance Dispute Officer for full review, Petitioner shall submit a written summary of the dispute to the Compliance Dispute Officer describing the basis for their belief that the dispute at issue is a Compliance Dispute, as well as a summary of the proposed resolution offered by Cal Chiro or One Call, if any.

Based on that submission, the Compliance Dispute Officer shall determine, in his or her sole judgment, whether the summary alleges a dispute that is a Compliance Dispute. If the Compliance Dispute Officer determines that the summary does not allege a dispute that is a Compliance Dispute, he or she will so inform the parties to the Compliance Dispute in writing.

If the Compliance Dispute Officer determines that the summary does allege a dispute that is a Compliance Dispute, then the Compliance Dispute shall proceed as set out in ¶¶ 1.5(b)-(d) below.

(b) Memoranda to Compliance Dispute Officer

If he or she believes it is warranted, the Compliance Dispute Officer shall in writing request a more detailed summary of the dispute from the Petitioner and/or Cal Chiro's Representative and/or One Call's Representative, as the case may be, regarding the merits of the Compliance Dispute, along with their suggestions of appropriate remedies.

Petitioner shall have ten (10) business days from the date of receipt of such request from the Compliance Dispute Officer to submit Petitioner's written summary and any supporting documentation.

Petitioner, Cal Chiro's Representative and/or One Call's Representative, as the case may be, shall submit its written summary and any supporting documentation in response within ten (10) business days after receipt of Petitioner's submission.

© Oral Argument of Compliance Dispute

The Compliance Dispute Officer, at his or her sole option, may request the participants present oral argument and answer any questions relating to the Compliance Dispute, either, at the election of Petitioner, by telephone or in person at a time and place agreed to by the participants and the Compliance Dispute Officer.

(d) Decisions by the Compliance Dispute Officer

In resolving a Compliance Dispute, the Compliance Dispute Officer shall issue a written decision based only on the written submissions and any supporting documentation submitted by the participants, and any oral argument, if such argument was requested by the Compliance Dispute Officer. The written decision shall state whether (i) One Call has failed to comply with its obligations under the Agreement as alleged in the Compliance Dispute and the basis for such statement, or (ii) if One Call or Cal Chiro have failed to comply with their obligations under the Agreement. A copy of the decision shall be provided to the Petitioner(s), One Call and Cal Chiro, as the case may be.

To the extent the Compliance Dispute Officer determines that One Call has failed to comply with their obligations under this Agreement, the Compliance Dispute Officer shall be empowered to order appropriate remedies, including awarding compensatory and consequential damages, as necessary to effectuate the terms of the Agreement as applicable to the particular situation, and shall require the participants in the Compliance Dispute to report back within thirty (30) business days whether they agree One Call has complied with the order of the Compliance Dispute Officer. The Compliance Dispute Officer shall notify Cal Chiro of the pendency of all such Compliance Disputes so that it may be apprised of, and if necessary intervene and participate in, any Compliance Dispute.

To the extent the Compliance Dispute Officer determines that Cal Chiro has failed to comply with its obligations under this Agreement, the Compliance Dispute Officer shall be empowered to order appropriate remedies, including awarding One Call compensatory and consequential damages, as necessary to effectuate the terms of the Agreement as applicable to the particular situation, and shall require the participants in the Compliance Dispute to report back within thirty (30) business days whether Cal Chiro has complied with the order of the Compliance Dispute Officer.

1.6 Awarding of Fees, Costs and Expenses

If the Compliance Dispute Officer determines that One Call or Cal Chiro have failed to comply with their obligations under this Agreement, the Compliance Dispute Officer shall award reasonable attorneys' fees, costs and expenses associated with initiating and pursuing the Compliance Dispute, with such fees and expenses to be paid by the non-prevailing party.

1.7 Enforcement by the Court

If the Compliance Dispute Officer determines based on the submissions of the participants under Section 1.5(d) that the non-complying parties have not complied with the Officer's decision regarding a Compliance Dispute, the Compliance Dispute Officer shall provide written notice of such non-compliance to the non-complying party.

If the non-complying party does not comply within ten (10) business days from the date of such notice, the Compliance Dispute Officer shall provide written notice of his or her finding of such non-compliance to the Petitioner and Cal Chiro, who may petition any Court of competent jurisdiction, including the Court, for enforcement of the Compliance Dispute Officer's decision.

In addition, if based on the reports it receives from the Compliance Dispute Officer about the pendency, written decisions and results of Compliance Disputes submitted to it under Section 1.5, and it determines based on such reports there have been systematic violations of the Agreement by Cal Chiro or One Call, Cal Chiro or One Call may submit a request for full review to the Compliance Dispute Officer or file a motion with the Court for an order of appropriate relief to ensure compliance with the terms of the Agreement, irrespective of the pendency, results or outcome of any particular Compliance Dispute.

If the Court determines that Cal Chiro or One Call have failed to comply with a Compliance Dispute Officer's decision or any of their obligations under this Agreement, the Court shall award the prevailing Petitioner and/or its counsel reasonable attorneys' fees and expenses associated with the initiation and pursuit of an order for appropriate relief, with such fees and expenses to be paid by the non-prevailing party.

If the Court determines that a Petitioner did not have a good faith basis for asserting that Cal Chiro or One Call have failed to comply with a Compliance Dispute Officer's decision or any of their obligations under this Agreement, the Court may award the prevailing party and/or their counsel reasonable attorneys' fees and expenses associated with that particular dispute.

EXHIBIT B

One Call Chiropractor Provider Scoring Metrics¹

- Provider Score is based on outcomes in three key categories: Clinical, Administrative, and billing
- The Provider score allows for a total of 100 points, with reductions based on key metric outcomes in the three scoring categories
- Price does not impact overall score
- Scoring is by facility and re-calculated every 2 weeks based on current patient referrals in scope: total score ≥ 80 qualifies for preferred; score ≤ 55 places a provider into non-preferred

Clinical Quality: 33 total points

Measure	Definition
Over Utilization	Comparison of the count of completed visits to the (count of benchmark visits * state multiplier)
Unsupported CPT usage	% of total units billed that are unsupported per the "CPT best practice"
% over clinical threshold	% of total referrals over One Call clinical benchmark

Administrative Compliance: 33 total points

Measure	Definition
Progress summary success	Average days between receipt of progress summary for all qualifying referrals
% referrals over authorization	% of total completed visits that are over authorization
Evaluation note compliance	% of referrals with an evaluation note within X days

Billing Compliance: 34 total points

Measure	Definition
Timely Billing	Average days measured from DOS to Receipt of bill
Clean Billing	Average Days measured from Receipt of Bill to Completed for invoicing
Unbilled %	% of completed visits which remain unbilled >21 days past DOS
Duplicate billing	% of invoices written off due to PPP (Payor paid provider) which is indicative of duplicate / direct billing

¹ Note that the information set forth in this document is One Call/Align's confidential and proprietary information pursuant to the terms of the agreement between Provider and One Call/Align (the "Agreement"). Provider shall share or otherwise transfer the information set forth herein with any third party. Failure to adhere to the foregoing confidentiality restriction shall constitute a material breach of the Agreement.

EXHIBIT C

Electronic Billing Notification

California-based contracted chiropractors participating in the One Call network shall have the right to transmit electronic bills to One Call consistent with the requirements set forth in the California Division of Worker's Compensation Medical Billing and Payment Guide and the California Division of Workers' Compensation Electronic Medical Billing and Payment Companion Guide through the Jopari or WC EDI platforms.

On or before March 25, 2020, One Call shall process all claims consistent with these California e-billing requirements without additional charge, so long as they are submitted through the Jopari or WC EDI platforms, or other clearinghouses as they are added.