

**NEW JERSEY PROPERTY-LIABILITY INSURANCE GUARANTY ASSOCIATION  
DECISION POINT REVIEW PLAN INCLUSIVE OF PRECERTIFICATION  
REQUIREMENTS**

This notice informs claimant of his/her rights and obligations under the Decision Point Review/Precertification Plan (“DPR Plan”) utilized by the New Jersey Property-Liability Insurance Guaranty Association (“NJPLIGA”), in its capacity as the administrator of the claims of insolvent insurance companies and the Unsatisfied Claim and Judgment Fund (“UCJF”), and in connection with its provision of statutory benefits to qualified persons under the UCJF Law, N.J.S.A. 39:6-60 et seq.

**The NJPLIGA DPR Plan is available on the NJPLIGA website, [www.njguaranty.org](http://www.njguaranty.org). A copy may also be obtained by contacting NJPLIGA at (908)382-7100.**

**DECISION POINT REVIEW**

Pursuant to N.J.A.C. 11:3-4.1 et seq., the New Jersey Department of Banking and Insurance (“DOBI”) has published standard courses of treatment, identified as **Care Paths**, for soft tissue injuries of neck and back, collectively referred to as **Identified Injuries**. N.J.A.C. 11:3-4 also establishes guidelines for the use of certain diagnostic tests. All services must be medically necessary, clinically supported by information provided by claimant’s medical provider and related to the injuries sustained in the accident.

The Care Paths provide for the evaluation of treatment at certain intervals called **Decision Points**. At Decision Points, claimant or claimant’s medical provider must provide NJPLIGA information about further treatment the treating medical provider intends to perform. This is called **Decision Point Review**. Precertification is the pre-approval of medical procedures, treatments, diagnostic tests or other services, non-medical expenses and durable medical equipment (“DME”) that are not subject to Decision Point Review. NJPLIGA will not pay for diagnostic testing that has no clinical value or is ineligible under the rules, regulations or laws of New Jersey or as determined by the DOBI as not being reimbursable. Information regarding Decision Point Review and the Care Paths is available on the DOBI’s website at [www.nj.gov/dobi/aicrapg.htm](http://www.nj.gov/dobi/aicrapg.htm).

Pursuant to N.J.A.C. 11:3-4.7, treatment obtained in an emergency situation and/or within ten (10) days of the insured event, is not subject to Decision Point Review/Precertification requirements. This provision shall not be construed to require reimbursement of tests and/or treatment that are not medically necessary. N.J.A.C. 11:3-4.7(b). If claimant’s treating medical provider fails to request Decision Point Review/Precertification when required or fails to provide clinical findings that support the treatment, testing or DME, a co-payment of fifty percent (50%) will apply even if the services are determined to be medically necessary.

NJPLIGA has designated a Medical Director to ensure Decision Point Review/Precertification requests are based upon medical necessity in accordance with N.J.A.C. 11:3-4.1 et seq.

NJPLIGA will provide Decision Point Review, Precertification and other medical management services as permitted under New Jersey law, rules and regulations.

NJPLIGA will be available from 8:00 a.m. to 4:30 p.m. Monday through Friday to respond to provider Precertification requests and inquiries by phone (908)382-7100 or fax (908)382-7157. Voicemail will be activated for messages received on weekends, holidays and before or after hours and will be handled on the next business day.

## **DIAGNOSTIC TESTING**

**The following diagnostic tests are subject to Decision Point Review:**

- Brain Mapping
- Brain Audio Evoked Potentials (BAEP)
- Brain Evoked Potentials (BEP)
- Computer Assisted Tomograms (CT, CAT scan)
- CAT/Myelogram
- Discogram
- Dynatron/Cybex Station/Cybex Studies
- Video Fluoroscopy
- H-Reflex Studies
- Sonogram/Ultrasound
- Needle Electromyography (Needle EMG)
- Nerve Conduction Velocity (NCV)
- Somatosensory Evoked Potential (SSEP)
- Magnetic Resonance Imaging (MRI)
- Electroencephalogram (EEG)
- Visual Evoked Potential (VEP)
- Thermogram/Thermography
- Any other diagnostic test that is subject to the requirements of Decision Point Review by New Jersey law or regulation

## **NOTIFICATION REQUIREMENTS**

Upon notification of a covered injury, NJPLIGA will promptly provide the claimant with the following information: a letter summarizing the DPR Plan, Decision Point Review/Precertification procedures, the necessary no-fault forms, an introductory letter to the treating medical provider advising of the DPR Plan requirements and an authorization for release of medical information. Information will be provided on how to contact NJPLIGA to submit Decision Point Review/Precertification requests including telephone number, facsimile number

and e-mail address. The circumstances under which a co-payment penalty may apply will be explained. Periodic communication with the claimant and the provider will occur as appropriate.

Decision Point Review will be conducted in accordance with the Care Path Treatment Protocols set forth in N.J.A.C. 11:3-4.1 et seq. and the standards for diagnostic tests set forth in N.J.A.C. 11:3-4.5. Decision Point means those junctures in the treatment of identified injuries indicated by hexagonal boxes on the Care Paths where a decision must be made about the continuation or choice of further treatment. At each Decision Point, the treating medical provider is required to consult with NJPLIGA for Decision Point Review.

**DECISION POINT REVIEW APPLIES TO THE FOLLOWING:**

1. All treatment of accidental injury to the spine and back for ICD-9 Codes specified in the Care Paths in N.J.A.C. 11:3-4.1 et seq.
2. All diagnostic tests identified in N.J.A.C. 11:3-4.5(b) for both identified and all other injuries.

For diagnostic tests, treatments, surgeries, services, DME and non-medical products, devices, services and activities identified below, the claimant's treating medical provider is required to obtain Precertification from NJPLIGA. Alternatively, the claimant or the treating medical provider may voluntarily agree to submit all proposed treatment to Precertification. Precertification requests must be submitted on the Attending Provider Treatment Plan ("APTP") Form approved by the DOBI. Copies of this form may be requested from NJPLIGA by calling (908)382-7100 or can be obtained at [www.njguaranty.org](http://www.njguaranty.org) or [www.nj.gov/dobi/aicrapg.htm](http://www.nj.gov/dobi/aicrapg.htm).

**PRECERTIFICATION APPLIES TO THE FOLLOWING:**

1. Non-emergency inpatient and outpatient hospital care.
2. Non-emergency surgical procedures.
3. Non-emergency inpatient and outpatient psychological/psychiatric services and/or testing.
4. Extended care and rehabilitation facilities.
5. Outpatient care, including follow-up evaluations, for soft tissue/disc injuries of the claimant's neck, back and related structures not included within the diagnoses covered by the Care Paths.
6. Temporomandibular disorders; any oral facial syndrome.

7. Carpal tunnel syndrome.
8. Home healthcare.
9. DME with an aggregate cost or monthly rental in excess of \$50 and/or monthly rental greater than thirty (30) days including DME and associated supplies, prosthetics and orthotics.
10. Non-medical products, devices, services, activities and associated supplies, not exclusively used for medical purposes or as DME, with an aggregate cost or monthly rental in excess of \$50 and/or monthly rental greater than thirty (30) days including but not limited to the following:
  - a) Vehicles;
  - b) Modifications to vehicles;
  - c) Durable equipment;
  - d) Furnishings;
  - e) Improvements or modifications to real or personal property;
  - f) Fixtures;
  - g) Spa/gym memberships;
  - h) Recreational activities and trips; and
  - i) Leisure activities and trips.
11. Non-emergency medical transportation with a round trip transportation expense in excess of - \$50.
12. Non-emergency dental restoration.
13. Physical, occupational, speech, cognitive or other restorative therapy or body part manipulation, including follow up evaluations by the referring physician, except that provided for Identified Injuries in accordance with Decision Point Review.
14. Pain management treatment and services except that provided for Identified Injuries in accordance with Decision Point Review, including but not limited to the following:
  - a) Acupuncture;
  - b) Nerve blocks;

- c) Manipulation under anesthesia;
- d) Anesthesia when performed in conjunction with invasive techniques;
- e) Epidural steroid injections;
- f) Radio frequency/rhyzotomy;
- g) Narcotics when prescribed for more than three (3) months;
- h) Biofeedback;
- i) Implantation of spinal stimulators or spinal pumps;
- j) TENS units (transcutaneous electrical nerve stimulation); and
- k) Trigger point injections.

Decision Point Review/Precertification requirements shall not apply to diagnostic tests, treatments or DME administered or obtained within ten (10) days of the claimants covered injury. However, such items may be reviewed retrospectively and must be medically necessary and causally related to the covered injury in order to be reimbursable.

### **DECISION POINT REVIEW/PRECERTIFICATION**

During Decision Point Review/Precertification, the treating medical provider has the opportunity to explain any complicating factors that may require additional treatment or provide medical justification for diagnostic testing. Decision Point Review/Precertification will be performed upon receipt of the necessary medical information from the treating provider either by mail or electronic transmission.

Decision Point Review and precertification requests must be submitted on the APTP Form approved by the DOBI. The following required information must be submitted to NJPLIGA in order to consider a request for Decision Point Review/Precertification:

1. Provider's name, address, telephone number, contact person and specialty.
2. History of the injury, prior injuries, previous medical history, current clinical findings.
3. ICD-9 (International Classification of Diseases, Ninth Revision) diagnosis codes related to the injury.
4. Current claimant evaluation including objective clinical findings.

5. Results of completed diagnostic testing.
6. Amount and type of treatment received to date with documented response.
7. Proposed diagnostic tests for comparison to criteria contained in N.J.A.C. 11:3-4.5.
8. Proposed course of treatment consistent with subjective and objective findings.
9. Proposed CPT (Current Procedural Terminology), CDT (Current Dental Terminology), HCPCS (Healthcare Common Procedure Coding System) and procedural codes related to the diagnoses, including frequency and duration. Proper codes must be utilized for medical or dental treatments.
10. Date of re-evaluation for discharge or anticipated discharge date (Decision Point Review).
11. Legible notes.

This information will be compared to standards of good practice, standard professional treatment protocols and established practice parameters utilized by NJPLIGA. The medical necessity of proposed diagnostic tests will be evaluated based on the criteria contained in N.J.A.C. 11:3-4.5.

NJPLIGA will provide its determination within three (3) business days following receipt of a properly submitted request. NJPLIGA's failure to respond within three (3) business days will allow a medical provider to continue treatment until the required determination is provided.

When an improperly submitted request is received, NJPLIGA will inform the treating medical provider what additional medical documentation or information is required. An administrative denial for failure to provide required medical documentation or information will be issued and will remain in effect until all requested information required to determine medical necessity regarding the requested treatment, testing and/or DME is received.

**Authorized testing, treatment and/or DME is only approved for the range of dates noted in the determination letter(s).**

If a treating medical provider fails to follow the procedures listed below, all testing, treatment and/or DME completed after the last date in the range of dates indicated in the determination letter will be subject to a penalty co-payment of fifty percent (50%), even if the services are determined to be medically necessary. In order to avoid this penalty co-payment, treating medical providers must follow the appropriate procedure below:

- When medically necessary care or DME is not completed within fourteen (14) calendar days from the date in which the authorization period expired, a written extension request, including the supporting reason for the extension, must be sent to NJPLIGA. The request can be faxed to (908)382-7157 or mailed to the following address:

New Jersey Property-Liability Insurance Guaranty Association  
Attention: Appeals Department  
222 Mt. Airy Road  
Basking Ridge, NJ 07920

## **INDEPENDENT MEDICAL EXAMINATIONS**

NJPLIGA may request that the claimant attend an Independent Medical Examination (“IME”). If an IME is requested, the appointment for the examination will be scheduled within seven (7) calendar days from the date that NJPLIGA notified all required parties that an IME will be scheduled, unless the claimant agrees with NJPLIGA to extend the time period. The IME will be conducted by a medical or dental provider within the same specialty of the treating medical or dental provider and will be conducted at a location reasonably convenient to the claimant. Claimant must attend the IME and cooperate with NJPLIGA to schedule the examination. Failure to do so may jeopardize claimant’s future benefits.

If it is necessary for claimant to reschedule the IME appointment, the claimant must contact NJPLIGA at least three (3) business days prior to the scheduled appointment.

Except for non-emergent tests, surgery, procedures performed in ambulatory surgical centers and invasive dental procedures, treatment may proceed while the IME is being scheduled and until the results become available. However, only medically necessary treatment related to the motor vehicle accident will be reimbursed and such treatment is subject to utilization review. If the IME provider prepares a written report concerning the IME, the claimant, or claimant’s designee, shall be provided a copy of the report upon request.

The following will result in an unexcused failure to attend the IME:

1. Failure to present photo identification to the IME provider at the time of the examination.
2. Failure to be accompanied by an interpreter if the claimant is non-English speaking.
3. Failure to attend any of the scheduled examination appointments for any reason.
4. Failure to provide to the examining physician all available medical records and diagnostic studies/tests before or at the time of the scheduled examination.

If the claimant has two (2) or more unexcused failures to attend the scheduled IME, or three (3) failures in total to attend the scheduled IME, notification will be immediately sent to the claimant, or to claimant’s designee, and all medical providers treating the claimant. The notification will place the claimant and all medical providers on notice that all future treatment,

diagnostic testing or DME for the injuries will not be reimbursable as a consequence of failure to comply with the DPR Plan.

An example of a claimant's three (3) total failures to attend the IME may include three (3) occurrences of any one of the following or three (3) occurrences of any combination of the following:

1. Failure to provide to the examining physician all available medical records and diagnostic studies/tests before or at the time of the scheduled examination.
2. Rescheduling of the examination for any reason even within the required three (3) business days prior to the examination appointment.
3. Failure to present valid photo identification for the examination.
4. Failure to be accompanied by an interpreter if the claimant is non-English speaking.
5. Failure to attend any of the scheduled examination appointments for any reason.

Within three (3) business days after the IME is attended, NJPLIGA will notify the claimant and the treating medical provider of the results of the examination. If the results are not provided within three (3) business days of the IME, the treatment or testing in that specialty may proceed until either the claimant and/or the treating medical provider has been notified that reimbursement for the treatment, testing or DME is not authorized.

## **VOLUNTARY UTILIZATION NETWORK**

For non-emergency benefits, certain goods and services may be secured through NJPLIGA or its designated Voluntary Utilization Network: Procura Network ("Network"). All of the network partners are part of Procura Management, Inc.'s New Jersey Managed Care Organization ("MCO") certification and meet the requirements of N.J.A.C. 11:3-4.8. These networks provide excellent service and offer convenient locations throughout the State. In addition, the use of these networks will allow the claimant's benefit dollars to go further.

1. DME with an aggregate cost or monthly rental in excess of \$50 including DME and supplies, prosthetics and orthotics.
2. Magnetic resonance imagery.
3. Computer assisted tomography (CAT scan).
4. Prescription drugs.
5. The electro-diagnostic tests listed in N.J.A.C. 11:3-4.5(b) 1 through 3, except when done in

conjunction with a needle EMG performed by the treating provider.

6. Services, equipment or accommodations provided by an Ambulatory Surgical Center.

The availability of a Voluntary Utilization Network does not waive the requirement for Decision Point Review and precertification of goods or services as required by this DPR Plan.

Upon notification to NJPLIGA of an injury claim, the claimant or claimant's designee will receive information regarding the DPR Plan including the availability of Voluntary Utilization Network and the penalty assessed for failure to utilize the Network.

In addition, when NJPLIGA receives a request for goods and/or services, the claimant and medical provider will receive a Decision Point Review/Precertification determination letter advising the claimant of options available to receive Network services and an explanation of the thirty percent (30%) co-payment penalty that may be assessed for failure to obtain these goods or services from a Network.

**A thirty percent (30%) co-payment penalty shall apply if goods or services available through NJPLIGA or its designated Network are not procured through NJPLIGA or its designated Network. This penalty is in addition to any other policy or statutory deductible or offset, co-payment and penalty applicable under this DPR Plan.**

For information regarding the available Voluntary Utilization Network, the claimant or claimant's designee and the treating medical provider may access NJPLIGA's website at [www.njguaranty.org](http://www.njguaranty.org) or call (908)382-7100.

## **PENALTIES**

The co-payment penalties set forth in the DPR Plan are in addition to any other statutory co-payments or offsets.

### **Fifty Percent (50%) Co-Payment Penalty**

NJPLIGA shall assess a fifty percent (50%) co-payment penalty for medically necessary diagnostic tests, treatments, surgeries, services, DME and non-medical products, devices, services and activities that are incurred without first complying with the provisions of this DPR Plan. The treating medical provider's non-compliance with the provisions of this DPR Plan may trigger this additional co-payment penalty. No penalty under this provision will be applied within the first ten (10) days after the accident.

Non-compliance, which shall result in the imposition of a fifty percent (50%) co-payment penalty, includes any of the following:

1. Failure to follow the Precertification requirements of this DPR Plan.
2. Failure to follow the Decision Point Review requirements of this DPR Plan.
3. Failure to provide clinically supported findings that support the medical procedures, treatments, diagnostic tests, services, non-medical products, devices and activities or DME at the time of the request for Decision Point Review/Precertification.

The fifty percent (50%) co-payment penalty shall apply to the eligible charge for medically necessary diagnostic tests, treatments or DME that were provided between the time notification to NJPLIGA was required and the time that proper notification is made and NJPLIGA has an opportunity to respond in accordance with this DPR Plan.

### **Thirty Percent (30%) Co-Payment Penalty**

Non-compliance, which shall result in the imposition of a thirty percent (30%) co-payment penalty, includes any of the following:

1. Failure to secure DME through NJPLIGA or its designated vendor(s) or Network.
2. Failure to secure specified diagnostic imaging/testing through NJPLIGA or its designated vendors(s) or Network.
3. Failure to secure prescription drugs through NJPLIGA or its designated vendor(s) or Network.
4. Failure to secure ambulatory surgery through NJPLIGA or its designated vendor(s) or Network.

## **INTERNAL APPEAL PROCESS**

### **First Level Appeal**

A First Level Appeal may be requested by the claimant or the treating medical provider on any or all issues and disputes regarding the treatment plan, Precertification of treatment or services, testing or denied services or other matters related to treatment and care of the claimant or any matters related to payment for treatment, testing, DME or services. First Level Appeals must be submitted no later than thirty (30) days from the date of any adverse determination.

First Level Appeals must be submitted in writing to NJPLIGA by facsimile at (908)382-7158 or by mail to:

New Jersey Property-Liability Insurance Guaranty Association  
Attention: Appeals Department  
222 Mt. Airy Road  
Basking Ridge, NJ 07920

When the claimant and/or the treating medical provider initiates the First Level Appeal process, the disputed matter must be explained and have medical rationale to support the position of the claimant and/or the medical provider. If the required explanation and medical rationale are not provided to NJPLIGA, the appealing party will be notified that the First Level Appeal will not be processed until the required information is submitted. If necessary, NJPLIGA may request that appropriate medical documentation is submitted. A determination of a First Level Appeal will be made within fourteen (14) business days. If further additional information and/or documentation are required, a determination will be made within fourteen (14) business days from NJPLIGA's receipt of the additional information and/or documentation.

### **Second Level Appeal**

If a First Level Appeal is denied, the claimant and/or the treating medical provider may file a Second Level Appeal. To initiate a Second Level Appeal, the claimant and/or the treating medical provider must submit written notice of the dispute at least thirty (30) days prior to filing a Demand for Arbitration. Proof of receipt of the Second Level Appeal request by NJPLIGA must be provided by the disputing party at NJPLIGA's request.

The written notice shall set forth the basis for the Second Level Appeal and the facts underlying the dispute. Copies of all relevant supporting documents, including, but not limited to, any unpaid medical bills for medical expenses that may be in dispute must be included.

Second Level Appeals must be submitted in writing to NJPLIGA by facsimile at (908)382-7158 or by mail to:

New Jersey Property-Liability Insurance Guaranty Association  
Attention: Appeals Department  
222 Mt. Airy Road  
Basking Ridge, NJ 07920

All properly submitted Second Level Appeals will be reviewed by NJPLIGA within thirty (30) days from receipt of the notice and all supporting documents. A final decision will be communicated to the claimant and the treating medical provider in writing within thirty (30) days of receipt of the properly submitted Second Level Appeal. During this time, the appealing party shall cooperate with NJPLIGA in the investigation of the dispute and negotiate in good faith with NJPLIGA in an effort to resolve the dispute amicably.

## **Arbitration**

Pursuant to N.J.A.C. 11:3-5.1, any properly submitted Second Level Appeal that has not been resolved through the Internal Appeal Process may be submitted for personal injury protection dispute resolution to Forthright, the New Jersey No-Fault PIP Arbitration Program. Forthright may be contacted for filing information at (732)271-6100. Forms, rules and procedures are also available on Forthright's website at <http://www.nj-no-fault.com/>. The claimant or medical provider agrees to indemnify and hold NJPLIGA harmless for any legal fees and/or costs incurred by NJPLIGA as a result of the claimant and/or medical provider's failure to utilize the Internal Appeal Process prior to filing with Forthright.

To the extent permitted by law, the results of the Forthright arbitration filing shall be final and binding, with no right of appeal.