

Workers' Compensation Alert

Immediate Action Needed!

In an effort to help limit the costs of your workers' compensation insurance coverage, please follow these steps:

#1 **Read** the MPN material

#2 **Post** the required MPN material next to the Posting Notice (State Form DWC-7)

#3 **Return** the Employer Verification form

Complete these three steps NO LATER than 60 days of your initial policy effective date. If action is not taken within this time period, additional steps will be needed.

For questions you may contact the Everest MPN Ombudsman
at (800) 608-9822.

Everest National Insurance Company
PO Box 69
Orange, CA 92856
Tel: (800) 608-9822



Dear Policyholder:

Re: Everest Custom Medical Provider Network (MPN)

Everest National Insurance is pleased to announce the creation of the **Everest Medical Provider Network**. This new custom MPN replaces our prior MPN and will take effect immediately.

Utilizing a small select group of highly qualified medical and ancillary service providers, this custom network provides new and exciting capabilities to deliver prompt and competent treatment, designed to return your injured workers to productive employment expeditiously. Our MPN offers a comprehensive range of services from health care professionals and facilities across California.

- **Benefits of a MPN** – You may have a direct impact in controlling workers' compensation costs by implementing and using our MPN. Injured workers are treated by a network of medical providers who are properly credentialed and competent to treat occupational injuries. These providers have agreed to bill for their services in the network at a contracted rate. Injured workers must choose providers within the network throughout the duration of their claim. This creates a "win-win" situation for the employer and employee. Everybody benefits by participating in the MPN.

As an added benefit, our Managed Care Department assists with the coordination and implementation of the **Everest Medical Provider Network**. Our MPN Ombudsman is available to answer general questions by covered employees and employers regarding the MPN and is able to direct employees to a doctor in the network, if necessary. The MPN Ombudsman can be contacted toll free at 1-800-608-9822 or via email at EverestMPN@everestire.com.

- **Everest MPN** – The network is anchored by initial treatment providers with extensive experience in occupational medicine, including Concentra, US Healthworks and Kaiser On-the-Job® (KOJ).

If you need assistance in creating a customized Panel Listing, please contact our MPN Ombudsman toll free at 1-800-608-9822. For a Panel Listing with Kaiser On-the-Job® providers, or to locate the nearest Kaiser On-the-Job® center, please call toll free 1-888-KOJ-WORK (1-888-565-9675).

In order to ensure a successful implementation, it is important that you read the enclosed "*Employer Responsibilities*" and follow the instructions. **Implementation must be completed within 60 days of your initial policy effective date. If implementation takes place after 60 days of your initial policy effective date, additional steps will need to be taken (see #4 next page).**

This MPN packet has been mailed to your primary location. **Please copy and distribute the enclosed MPN packet to all California office locations.** The Complete Written Employee Notification and a Panel Listing must be posted at each of your locations.

We are very excited about our new custom MPN. I encourage you to contact us with any questions.

Sincerely,
Laura O'Leary
Laura O'Leary
Director, Managed Care

**EVEREST NATIONAL INSURANCE COMPANY
MEDICAL PROVIDER NETWORK (MPN)**

EMPLOYER RESPONSIBILITIES

The MPN has been created to ensure your employees receive prompt access to treatment for any work-related injury or illness by health care professionals with specific experience in occupational health care. The goal is to have employees injured on the job receive appropriate treatment so they may return to work safely after the work-related injury or illness. Your help is needed to accomplish this goal.

The following information is designed to guide you through your MPN responsibilities and to assure that your employees receive appropriate notice and information regarding the MPN.

Complete Written Employee Notification Re: Medical Provider Network (English/Spanish)

1. The *Complete Written Employee Notification* **must be posted** (in English and Spanish) next to the “*Notice to Employees-Injuries Caused by Work*” (Posting Notice-State Form DWC-7) in a conspicuous place frequented by employees during the hours of the workday. Also posted should be the Provider Panel, listing the network providers in your area (this is provided in your Policyholder Kit).

Employer Verification Form

2. Once the above-mentioned information has been **posted**, please complete and submit the *Employer Verification form* to Everest National Insurance, Attn: MPN Ombudsman, PO Box 69, Orange, CA, 92856, or fax to (714) 371-9675, or email to everestmpn@everestre.com. Maintain a copy for your records.

MPN Implementation Notice – NEW HIRES (English/Spanish)

3. The *MPN Implementation Notice* must be provided to all NEW California employees at the time of hire. It should be provided in English (and in Spanish to Spanish-speaking employees). This notice may be provided by mail or included on or with an employee’s paystub/paycheck, or distributed through electronic means, including email, if the employee has regular electronic access to email at work.

MPN Implementation Notice – IMPLEMENTATION AFTER 60 DAYS (English/Spanish)

4. The *MPN Implementation Notice* must be provided to ALL California employees if implementation took place after 60 days of your initial policy effective date. It should be provided in English (and in Spanish to Spanish-speaking employees).

Transfer of Care Policy – Employee Overview (English/Spanish)

5. The *Transfer of Care Policy* details what Everest National is required by law to do if one of your injured workers is treating with a provider who is not in the MPN when the MPN becomes effective. Retain this information in your files, as it must be made available for review, upon employee request.

Continuity of Care Policy – Employee Overview (English/Spanish)

6. The *Continuity of Care Policy* details what Everest National is required by law to do if a provider that is terminated from the Everest National MPN is treating an injured worker. Retain this information in your files, as it must be made available for review, upon employee request.

Pre-designation of Personal Physician Form (English/Spanish)

7. If you offer a group health plan or insurance, you must advise the employee of his/her right to predesignate his/her own treating physician rather than use the MPN in the event of a work-related injury or illness. If the employee decides to predesignate his/her own personal physician, then the form titled, “*Predesignation of Personal Physician*”, must be completed and returned to you. Predesignation must be done prior to injury. Retain the form in the employee’s personnel file.

Note: This form should be completed and returned to Everest. Maintain a copy for your records.

EMPLOYER VERIFICATION Everest Medical Provider Network

This is to confirm that we **posted** the required MPN information on _____
(Date Posted)

(Policy Number)

(Policy Period)

(Employer Name)

(Employer Telephone Number)

(Employer Address –*street, city, state, zip*)

(Employer Contact Name)

Submit this form:

by mail to: Everest National Insurance Company
 Attn: MPN Ombudsman
 P.O. Box 69
 Orange, CA 92856

or fax to: (714) 371-9675

or e-mail to: EverestMPN@everestre.com

For questions please call the Everest MPN Ombudsman at (800) 608-9822

MPN Implementation Notice Instructions

EVEREST NATIONAL INSURANCE MEDICAL PROVIDER NETWORK (MPN)

Effective **October 8, 2010**, the below MPN Implementation Notice must be provided as follows:

- to all NEW employees at time of hire. This notice should be provided in English and also in Spanish, to Spanish-speaking employees.
- to ALL employees **if implementation took place after 60 days of your initial policy effective date**. This notice should be provided in English and also in Spanish, to Spanish-speaking employees.

The MPN Implementation Notice may be provided by mail or included on or with an employee's paystub/paycheck, or distributed through electronic means, including email, if the employee has regular electronic access to email at work to receive this notice.

"Effective Date"

When completing the MPN Implementation Notice below, the Effective Date should correspond with the date you **posted** the required MPN Notice or first provided this information to your employees.

If you have any questions, please contact the Everest MPN Ombudsman at (800) 608-9822.

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MPN Implementation Notice (English)

Dear Employee:

Unless you predesignate a physician or medical group prior to injury, your new work injuries arising on or after _____ will be treated by providers in the Medical Provider Network
(Effective Date)

*(MPN), **Everest Medical Provider Network (#1719)**.*
(MPN Name)

If you have an existing injury, you may be required to change to a provider in the MPN. Check with your claims adjuster. You may obtain more information about the MPN from the workers' compensation poster or from your employer.

MPN Implementation Notice Instructions

EVEREST NATIONAL INSURANCE MEDICAL PROVIDER NETWORK (MPN)

Effective **October 8, 2010**, the below MPN Implementation Notice must be provided as follows:

- to all NEW employees at time of hire. This notice should be provided in English and also in Spanish, to Spanish-speaking employees.
- to ALL employees **if implementation took place after 60 days of your initial policy effective date**. This notice should be provided in English and also in Spanish, to Spanish-speaking employees.

The MPN Implementation Notice may be provided by mail or included on or with an employee's paystub/paycheck, or distributed through electronic means, including email, if the employee has regular electronic access to email at work to receive this notice.

"Effective Date"

When completing the MPN Implementation Notice below, the Effective Date should correspond with the date you **posted** the required MPN Notice or first provided this information to your employees.

If you have any questions, please contact the Everest MPN Ombudsman at (800) 608-9822.

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Notificación de Implementación de Red de Proveedores Médicos MPN (Spanish)

Estimado Empleado:

A no ser que usted designe a un doctor o a un grupo medico especifico antes a una lesion, cualquier futura lesion que ocurra en la siguiente fecha o despues de la misma _____ sera
(Effective Date)

*Tratada por un proveedor bajo una Red de Proveedores Medicos (MPN), **Everest Medical Provider Network (#1719)***
(MPN Name)

Si usted sufre de una lesion existente es posible que se le requiera cambiar de proveedor dentro de la Red de Proveedores Medicos. Favor de verificar con su perito o ajustador. Usted puede encontrar mas informacion sobre la Red de Proveedores Medicos en el cartel de Ley de Compensacion Laboral al Trabajador o de su patron.

Transfer of Care Policy Employee Overview

Everest has established a Medical Provider Network (MPN) for any work related injuries its employees may sustain. Under Title 8 CCR 9767.9, if an employee has a workers' compensation injury prior to implementing the MPN, the injured worker may qualify to continue treating with the non-network provider under specific circumstances. This overview will provide information about the employer's MPN Transfer of Care Policy (TOCP) and the responsibilities under this policy.

Everest must submit a copy of its TOCP to the State for approval. Under this TOCP, Everest is responsible for providing information about its TOCP at the time of implementation or when the employee joins the organization. If at any time the employee wishes to receive more information about the TOCP, the employee may contact its employer for a copy of this overview.

If an employee has a work-related injury and is receiving treatment prior to the implementation of the employer's MPN, the employer will send a notice to alert the injured worker that they may qualify to continue treating with the non-network provider. Below are the exceptions:

1. If the injured worker has one of the following circumstances, the injured worker may qualify to continue treating with the treating provider even though the provider is not part of the MPN. The conditions include:
 - a. An acute medical condition involves a sudden onset of symptoms due to an illness, injury or other medical problem that requires prompt medical attention and that has a duration of not more than 90 days. Everest will authorize completion of the treatment for the duration of 90 days.
 - b. A serious, chronic medical condition that is due to a disease, illness, catastrophic injury, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over 90 days and requires ongoing treatment to maintain remission or prevent deterioration. Everest will authorize completion of treatment for a period of time up to one year and will make arrangements for transfer to another provider within the MPN, as soon as feasible. The one-year period for completion of treatment starts from the date of the employee's receipt of notification of a serious chronic condition, in accordance with 9767.9(e)(2).
 - c. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Everest will authorize completion of treatment for the duration of a terminal illness.
 - d. Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days from the MPN coverage effective date. Everest will affirm continued treatment for a specified time frame after the regulation time frames have been met.
2. Upon notice of a non-network provider, Everest will advise the injured worker on the conditions and timeframe for continuing services with the non-network provider, where appropriate.
3. In the event there are conditions which would allow the injured worker to continue treatment with the non-network provider, Everest will contact the provider to affirm the provider's willingness to continue treatment.
4. Within the communication to the injured worker, Everest will advise the injured worker on the timeframe they will be authorized to continue treatment with the non-network provider. Nothing will prohibit Everest from extending the timeframe for continued treatment.
5. Upon authorization for continued treatment with the provider, Everest will agree to process non-network authorized bills accordingly. Everest will not agree to process bills for unauthorized care at an agreed upon rate or at the State's fee schedule.

6. If the provider is unwilling to continue treatment for the injured worker, Everest will advise the injured worker to seek treatment within the MPN. In such circumstances, Everest will not authorize continued services with the provider unwilling to continue treatment.
7. If the injured worker does not have a condition that would allow them to continue treating with the non-network provider, Everest will advise the injured worker to seek further care within the MPN.
8. If Everest decides to transfer the injured worker into the MPN, Everest will notify the injured worker regarding the duration for completion of treatment. All notifications will be sent to the injured worker's residence and primary treating physician. All notifications will be written in English and Spanish and use layperson's terms to the maximum extent possible.
9. If the injured worker disputes the medical determination, (s)he must request a report from the treating physician that addresses the conditions. The treating physician will provide the report to the injured worker within twenty calendar days of the request. If the treating physician fails to issue the report, then the determination made by Everest shall apply.
10. If Everest or the injured worker objects to the medical determination by the treating physician, the dispute regarding the medical determination made by the treating physician concerning the transfer of care shall be resolved pursuant to Labor Code section 4062.
11. If the treating physician agrees with Everest's determination that the injured covered employee's medical condition does not meet the conditions set forth in section 1, the transfer of care shall go forward during the dispute resolution process.
12. If the treating physician does not agree with Everest's determination that the injured worker's medical condition does not meet the conditions, the transfer of care shall not go forward until the dispute is resolved.
13. Everest will make copies of their TOCP policies and procedures available upon request.

Transferencia del Plan de Atención Médica Información General para el Empleado

Everest ha establecido una Red de Proveedores de Servicios de Salud (MPN) (MPN, por sus siglas en inglés) para cualquier clase de lesiones laborales que puedan sufrir sus empleados. Según el Título 8 del Código de Disposiciones Reglamentarias de California (CCR, por sus siglas en inglés) 9767.9, si un empleado tiene una indemnización por lesiones laborales previas a la implementación de la Red de Proveedores de Servicios de Salud, es posible que el trabajador lesionado reúna los requisitos para la continuación del tratamiento con el proveedor desvinculado de la red bajo circunstancias específicas. Esta información general proporcionará información acerca de la Transferencia del Plan de Atención Médica (TOCP, por sus siglas en inglés) de la Red de Proveedores de Servicios de Salud (MPN) del empleador y las responsabilidades según este plan.

Everest debe presentar una copia de su TOCP ante el Estado para su aprobación. Según dicha TOCP, Everest es responsable de facilitar información acerca de su TOCP en el momento de la implementación o cuando el empleado pasa a formar parte de la organización. Si el empleado desea recibir más información acerca de la TOCP, puede contactarse con su empleador para obtener una copia de esta información general.

Si un empleado sufre un accidente de trabajo y se encuentra recibiendo tratamiento antes de la implementación de la Red de Proveedores de Servicios de Salud (MPN) del empleador, el empleador le enviará una notificación al trabajador lesionado para avisarle que reúne los requisitos para continuar el tratamiento con el proveedor desvinculado. A continuación, se describen las excepciones:

1. Si el trabajador lesionado se encuentra en una de las siguientes circunstancias, es posible que reúna los requisitos para continuar el tratamiento con el proveedor a cargo del mismo, aun cuando el proveedor ya no sea parte de la Red de Proveedores de Servicios de Salud. Las condiciones son las siguientes:
 - a. Una enfermedad aguda, que implica una repentina aparición de síntomas debido a enfermedad, lesión u otro problema médico, y que requiere atención médica inmediata y dura no más de 90 (noventa) días. Everest autorizará la finalización del tratamiento por un período de 90 (noventa) días.
 - b. Una enfermedad crónica grave, causada por enfermedad, dolencia, lesión catastrófica u otro problema o trastorno médico, que es de carácter grave y persiste sin una cura completa o empeora en un plazo de 90 (noventa) días, y requiere tratamiento continuo para mantener la remisión o evitar el deterioro. Everest autorizará la finalización del tratamiento durante un período de hasta un año y hará los arreglos para la transferencia a otro proveedor dentro de la Red de Proveedores de Servicios de Salud (MPN) tan pronto como sea posible. El plazo de un año para la finalización del tratamiento comienza a partir de la fecha en que el empleado recibe notificación de una enfermedad crónica grave, conforme 9767.9(e)(2).
 - c. Una enfermedad terminal es una afección incurable o irreversible con muchas probabilidades de causar la muerte en un año o menos. Everest autorizará la finalización del tratamiento mientras dure la enfermedad terminal.
 - d. Intervención quirúrgica u otro procedimiento que la compañía de seguros o el empleador autoricen como parte de un tratamiento documentado y que el proveedor haya recomendado y documentado para llevarse a cabo dentro de los 180 (ciento ochenta) días a partir de la fecha de entrada en vigencia de la cobertura de la Red de Proveedores de Servicios de Salud. Everest ratificará la continuación del tratamiento durante un plazo específico una vez cumplidos los plazos reglamentarios.

2. Al recibir aviso de un proveedor desvinculado de la red, Everest le notificará al trabajador lesionado acerca de las condiciones y el plazo para la continuidad del servicio con el proveedor desvinculado de la red, según corresponda.
3. En el supuesto caso de que se den las condiciones que permitan al trabajador lesionado continuar el tratamiento con el proveedor desvinculado de la red, Everest se pondrá en contacto con el proveedor para ratificar la disposición del proveedor a continuar el tratamiento.
4. Como parte de la comunicación al trabajador lesionado, Everest le notificará al trabajador lesionado acerca del plazo de autorización para continuar el tratamiento con el proveedor desvinculado de la red. Nada le impedirá al Everest extender el plazo para la continuación del tratamiento.
5. A partir de la autorización para la continuación del tratamiento con el proveedor, Everest aceptará tramitar las facturas autorizadas del proveedor desvinculado de la red, según corresponda. {El Everest no aceptará tramitar facturas por atención médica sin autorización según una tarifa acordada o la tabla de tarifas del Estado.
6. Si el proveedor no está dispuesto a continuar el tratamiento para el trabajador lesionado, Everest le aconsejará al trabajador lesionado que solicite tratamiento dentro de la Red de Proveedores de Servicios de Salud. En tales circunstancias, Everest no autorizará la continuación de los servicios con el proveedor que no está dispuesto a continuar el tratamiento.
7. Si el trabajador lesionado no tiene una enfermedad que le permita continuar el tratamiento con el proveedor desvinculado de la red, Everest le aconsejará al trabajador lesionado que solicite nueva atención médica dentro de la Red de Proveedores de Servicios de Salud.
8. Si Everest decide transferir al trabajador lesionado a la Red de Proveedores de Servicios de Salud, le notificará al trabajador lesionado acerca del plazo para la finalización del tratamiento. Todas las notificaciones se enviarán a la residencia del trabajador lesionado y al médico a cargo del tratamiento. Todas las notificaciones estarán escritas en inglés y español, y contendrán lenguaje accesible en lo posible.
9. Si el trabajador lesionado impugna la decisión médica, él o ella deben solicitar un informe del médico a cargo del tratamiento que determine las condiciones. El médico a cargo del tratamiento le entregará el informe al trabajador lesionado dentro de los 20 (veinte) días corridos a partir de la solicitud. Si el médico a cargo del tratamiento no entrega el informe, se aplicará la determinación del Everest.
10. Si Everest o el trabajador lesionado se oponen a la decisión médica del médico a cargo del tratamiento, el conflicto acerca de la decisión del médico a cargo del tratamiento concerniente a la transferencia del plan de atención médica se resolverá de conformidad con el artículo 4062 del Código Laboral.
11. Si el médico a cargo del tratamiento está de acuerdo con la determinación del Everest de que la enfermedad del empleado cubierto lesionado no cumple con las condiciones estipuladas en las subdivisiones, la transferencia del plan de atención médica seguirá adelante durante el proceso de resolución de conflictos.
12. Si el médico a cargo del tratamiento no está de acuerdo con la resolución del Everest de que la enfermedad del empleado cubierto lesionado no cumple con las condiciones, la transferencia del plan de atención médica no seguirá adelante hasta que se haya resuelto el conflicto.
13. Everest pondrá a disposición de los interesados copias de sus políticas y procedimientos para la TOCP.

Continuity of Care Policy Employee Overview

Everest has established a Medical Provider Network (MPN) for any work related injuries its employees may sustain. Under Labor Code 4616.2, if an employee has an injury and the treating provider terminates from the MPN, the injured worker may qualify to continue treating with the terminated provider under specific circumstances. This overview will provide information about the employer's MPN Continuity of Care Policy (COCP) and the responsibilities under this policy.

Everest must submit a copy of its COCP to the State for approval. Under this COCP, Everest is responsible for providing information about its COCP at least 30 days prior to implementation, when the employee joins the organization, when an employee transfers into the MPN or when the employee has a work-related injury or illness. If, at any time the employee wishes to receive more information about the COCP, the employee may contact its employer for a copy of this overview.

If an employee has a work-related injury and is receiving treatment from a provider who terminates the employer's MPN, the employer will send a notice to alert the injured worker whether they qualify to continue treating with the terminated provider. Below are the exceptions:

1. If the MPN terminated a provider because of disciplinary reasons, fraud or criminal activity, Everest will advise the injured worker to seek care with another MPN provider.
2. If the injured worker has the following circumstances, the injured worker may continue treating with the treating provider even though the provider has terminated the MPN. The conditions include the following:
 - An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has duration less than 90 days. Completion of treatment shall be provided for the acute condition for the duration of less than 90 days.
 - A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time of at least 90 days or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by the insurer or employer in consultation with the injured employee and the terminated provider and consistent with good professional practice. Completion of treatment under this paragraph shall not exceed 12 months from the contract termination date.
 - A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.
 - Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.
3. Upon notice of a terminated provider, Everest will review the claim and conditions and determine whether the injured worker may continue to seek treatment with the non-network provider. The employer or insurer shall notify the covered employee of the determination regarding the completion of treatment and whether or not the employee will be required to select a new provider from within the MPN.
4. The notification shall be sent to injured worker's residence and primary treating physician. The notification shall be written in English and Spanish and use layperson's terms to the maximum extent possible.
5. Everest will contact the provider to confirm whether the provider is unwilling or incapable of continuing treatment for the injured worker.

6. Based on the provider's response, Everest will advise the injured worker whether continued treatment with the non-network provider is authorized. The notification will be sent to the injured worker's residence and a copy of the letter shall be sent to the injured worker's primary treating provider.
7. If the terminated provider agrees to continue treating the injured worker and if the injured covered employee disputes the medical determination, the injured worker shall request a report from the primary treating physician. The report shall address whether the covered employee falls within any of the conditions of an acute condition, a serious chronic condition, a terminal illness or a performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment, and that has been recommended and documented by the provider to occur within 180 days of the contract's termination date.
8. The treating physician shall provide the report to the covered employee within twenty calendar days of the request. If the treating physician fails to issue the report, then the determination made by the employer or insurer shall apply.
9. If the employer, insurer or injured worker objects to the medical determination by the treating physician, this dispute resolution process will follow the rules under Labor Code §4062. More details regarding §4062 procedure will be provided at the onset of any dispute.
10. If the treating physician agrees with the employer's or insurer's determination that the injured covered employee's medical condition does not meet the conditions set forth in Labor Code section 4616.2(d)(3), the employee shall choose a new provider from within the MPN during the dispute resolution process.
11. If the treating physician does not agree with the employer's or insurer's determination that the injured covered employee's medical condition does not meet the conditions set forth in section 2, the injured covered employee shall continue to treat with the terminated provider until the dispute is resolved.
12. Everest will agree to process authorized bills accordingly at an agreed upon rate or at the State's fee schedule. Everest's will not agree to process bills for unauthorized care.
13. Copies of this overview are available upon request.

Continuidad del Plan de Atención Médica Información General para el Empleado

Everest ha establecido una Red de Proveedores de Servicios de Salud (MPN, por sus siglas en inglés) para cualquier clase de lesiones laborales que puedan sufrir sus empleados. Según el Código Laboral 4616.2, si un empleado sufre una lesión y el proveedor del tratamiento se desvincula de la Red de Proveedores de Servicios de Salud, es posible que el trabajador lesionado reúna los requisitos para la continuación del tratamiento con el proveedor desvinculado bajo circunstancias específicas. Esta información general proporcionará información acerca de la Continuidad del Plan de Atención Médica (COCP, por sus siglas en inglés) de la Red de Proveedores de Servicios de Salud (MPN) del empleador y las responsabilidades según este plan.

Everest debe presentar una copia de su COCP ante el Estado para su aprobación. Según dicha COCP, Everest es responsable de facilitar información acerca de su COCP al menos 30 (treinta) días antes de la implementación, cuando el empleado pasa a formar parte de la organización, cuando un empleado se transfiere a la Red de Proveedores de Servicios de Salud (MPN) o cuando el empleado sufre una lesión o enfermedad relacionadas con su trabajo. Si el empleado desea recibir más información acerca de la COCP, puede contactarse con su empleador para obtener una copia de esta información general.

Si un empleado sufre un accidente de trabajo y se encuentra recibiendo tratamiento de un proveedor que se desvincula de la Red de Proveedores de Servicios de Salud (MPN) del empleador, éste enviará una notificación para avisarle al trabajador lesionado si reúne los requisitos para continuar el tratamiento con el proveedor desvinculado. A continuación, se describen las excepciones:

1. Si la Red de Proveedores de Servicios de Salud (MPN) desvinculó a un proveedor debido a razones disciplinarias, estafa o actividad delictiva, Everest le aconsejará al trabajador lesionado que solicite atención médica a otro proveedor de la Red de Proveedores de Servicios de Salud.
2. Si el trabajador lesionado se encuentra en las siguientes circunstancias, puede continuar el tratamiento con el proveedor a cargo del mismo, aun cuando el proveedor se haya desvinculado de la Red de Proveedores de Servicios de Salud. Las condiciones son las siguientes:
 - Enfermedad aguda. Una enfermedad aguda es una afección que implica una repentina aparición de síntomas debido a una enfermedad, lesión u otro problema médico, y que requiere atención médica inmediata y dura menos de 90 (noventa) días. Se proveerá el tratamiento completo de la enfermedad aguda durante un período menor a los 90 (noventa) días.
 - Enfermedad crónica grave. Una enfermedad crónica grave es un estado, causado por una enfermedad, dolencia u otro problema o trastorno médico, que es de carácter grave y persiste sin una cura completa o empeora a lo largo de un extenso período de al menos 90 (noventa) días, o requiere tratamiento continuo para mantener la remisión o evitar el deterioro. Se proveerá el tratamiento completo durante el período necesario para finalizar dicho tratamiento y organizar una transferencia segura a otro proveedor, según lo determine la compañía de seguros o el empleador tras consultar al empleado lesionado y al proveedor desvinculado, y de acuerdo con el buen ejercicio de la medicina. Según este párrafo, la finalización del tratamiento no debe exceder los 12 (doce) meses a partir de la fecha de rescisión del contrato.
 - Enfermedad terminal. Una enfermedad terminal es una afección incurable o irreversible con muchas probabilidades de causar la muerte en un año o menos. Se proveerá el tratamiento completo mientras dure la enfermedad terminal.
 - Intervención quirúrgica u otro procedimiento que la compañía de seguros o el empleador autoricen como parte de un tratamiento documentado, y que el proveedor haya recomendado y documentado para llevarse a cabo dentro de los 180 (ciento ochenta) días a partir de la fecha de rescisión del contrato.
3. Al recibir aviso de un proveedor desvinculado de la red, Everest examinará el reclamo y las condiciones, y determinará si el trabajador lesionado puede solicitar tratamiento al proveedor que ya no pertenece a la red. El empleador o la compañía de seguros deberá notificarle al empleado cubierto la decisión con respecto a la finalización del tratamiento y si el empleado tendrá que elegir un nuevo proveedor dentro de la Red de Proveedores de Servicios de Salud (MPN) o no.

4. Se deberá enviar la notificación a la residencia del trabajador lesionado y al médico a cargo del tratamiento. La notificación deberá estar escrita en inglés y en español, y contener un lenguaje accesible en lo posible.
5. Everest se pondrá en contacto con el proveedor para confirmar si el mismo no está dispuesto a continuar el tratamiento para el trabajador lesionado o es incapaz de hacerlo.
6. De acuerdo con la respuesta del proveedor, Everest le notificará al trabajador lesionado si está autorizado a continuar el tratamiento con el proveedor desvinculado de la red. Se enviará la notificación a la residencia del trabajador lesionado y se deberá enviar una copia de la carta al proveedor primario a cargo del tratamiento del trabajador lesionado.
7. Si el proveedor desvinculado acepta continuar el tratamiento del trabajador lesionado y si el empleado cubierto lesionado impugna la decisión médica, el trabajador lesionado deberá solicitar un informe del médico a cargo del tratamiento. El informe deberá determinar si el empleado cubierto padece alguna de las condiciones de enfermedad aguda, enfermedad crónica grave, enfermedad terminal, o necesita una intervención quirúrgica u otro procedimiento que la compañía de seguros o el empleador autoricen como parte de un tratamiento documentado y que el proveedor haya recomendado y documentado para llevarse a cabo dentro de los 180 (ciento ochenta) días a partir de la fecha de rescisión del contrato.
8. El médico a cargo del tratamiento deberá entregarle el informe *a*/ empleado cubierto dentro de los 20 (veinte) días corridos a partir de la solicitud. Si el médico a cargo del tratamiento no entrega el informe, se aplicará la resolución del empleador o de la compañía de seguros.
9. Si el empleador, la compañía de seguros o el trabajador lesionado se oponen a la decisión médica del médico a cargo del tratamiento, el proceso de resolución de este conflicto cumplirá con el reglamento del Código Laboral §4062. Al comienzo de cualquier conflicto, se proporcionarán más detalles acerca del proceso §4062.
10. Si el médico a cargo del tratamiento está de acuerdo con la resolución del empleador o de la compañía de seguros de que la enfermedad del empleado cubierto lesionado no cumple con las condiciones estipuladas en la sección 4616.2(d)(3) del Código Laboral, el empleado deberá elegir un nuevo proveedor perteneciente a la Red de Proveedores de Servicios de Salud (MPN) durante el proceso de resolución de conflictos.
11. Si el médico a cargo del tratamiento no está de acuerdo con la resolución del empleador o de la compañía de seguros de que la enfermedad del empleado cubierto lesionado no cumple con las condiciones estipuladas en la sección 4616.2(d)(3) del Código Laboral, el empleado cubierto lesionado deberá continuar tratándose con el proveedor desvinculado hasta que se resuelva el conflicto.
12. Everest aceptará tramitar las facturas autorizadas según corresponda y conforme a una tarifa acordada o la tabla de honorarios del Estado. Everest no aceptará tramitar facturas por atención médica sin autorización.
13. Hay copias disponibles de esta información general a solicitud de los interesados

PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.), or medical group if:

- your employer offers group health coverage;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

Employee (complete this section)

To: _____
(Name of Employer)

If I have a work-related injury or illness, I choose to be treated by:

(Name of Doctor) (Indicate Doctor's Specialty - M.D., D.O., or Medical Group)

(Street Address, City, State, Zip)

(Telephone Number)

****Note To Employer:** Retain the completed form in employee's personnel file.

Employee Name (please print)

Employee Address

Employee Signature

Date

Physician: I agree to this Predesignation:

Physician or Designated Employee of Physician or Medical Group Signature

Date

****Note To Physician or Designated Employee of the Physician:** The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated is required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

PREDESIGNACION DE MEDICO PERSONAL

Tal como resultado despues usted sostiene una herida o la enfermedad relacionada con su empleo, usted puede ser tratado para tal herida o enfermedad por su doctor medico personal (M.D.), doctor en medicina osteopatica (D.O.), o grupo medico si:

- su empleador ofrece cobertura de salud de grupo;
- el doctor es su medico regular, que sera medico que ha limitado su practica de la medicina a la practica general o quien es un internista certificado por bordo o elegible de bordo, el pediatra, el ginecologo-obesetrico, o el medico de cabecera, y ha dirigido antes su tratamiento medico y retiene sus archivos medicos;
- un grupo médico si esto es una corporación sola o la sociedad formada de doctores autorizados o medicina o osteopatía, que hace funcionar una multiespecialidad integrada grupo médico que proporciona servicios médicos completos predominantemente para enfermedades para ocupacionales y heridas;
- previo a la herida su doctor consiente en tratarle para heridas de trabajo o enfermedades;
- antes de la herida usted proporcionó a su patron el siguiente por escrito: (1) note que usted quiere que su doctor personal le trate para una herida relacionada con el trabajo o enfermedad, y (2) el nombre de su doctor personal y domicilio comercial.

Usted puede usar esta forma para notificar a su patron si usted desea tener a su doctor medico personal o un doctor en la medicina osteopatica le tratan para una herida relacionada con el trabajo o enfermedad y las susodichas exigencias son encontradas.

NOTIFICACION PREDESIGNACION DE MEDICO PERSONAL

El empleado (complete esta sección)

Para: _____
(El nombre de Empleador)

Si tengo una herida o enfermedad trabajo-relacionados, yo escojo ser tratado por:

(El Nombre de Médico) (Indique la especialidad de el doctor - M.D., D.O., o Grupo Medico)

(La Dirección de la Calle, la Ciudad, el Estado, Codigo Postal)

(El Número de Teléfono)

****Note To Employer:** Retain the completed form in employee's personnel file.

El Nombre del Empleado (por favor impresión)

Dirección de Empleado

Firma de Empleado Fecha

Physician: I agree to this Predesignation:

Physician or Designated Employee of Physician or Medical Group Signature Date

****Note To Physician or Designated Employee of the Physician:** The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated is required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).