

Workers' Compensation Out of State Agreement

Tennessee Orthopaedic Alliance, P.A.

Patient Name: _____ Patient SSN# _____

Patient Employer: _____ Date of Injury: _____

This Workers' Compensation Out of State Agreement shall confirm the intent and mutual understanding between _____ ("Payer", which shall include by definition the Carrier, Administrator, Case Manager or Employer, as applicable), and Tennessee Orthopaedic Alliance, P.A. ("TOA"). Payer agrees to enter into this one-time, patient-specific contract (the "Agreement") under which TOA shall provide Orthopaedic workers' compensation services for the Patient identified above (the "Patient") for injury(ies) occurring on the above date of injury. The party signing this agreement attests to have the authority to bind the Patient's Payer to the terms and conditions set forth in this Agreement.

TOA and Payer agree to the following:

1. "Covered Services" are defined as:
All workers' compensation services for Patient including, but not limited to: office visits, hospital visits, durable medical equipment, diagnostic testing, surgical procedures, physical and occupational therapy, and injections/medications.
2. Reimbursement for Workers' Compensation Services (Mark one option)
 Option 1
Payer shall reimburse TOA 100% of the Tennessee Workers' Compensation Department Medical Fee Schedule amount for all Covered Services provided by TOA.
 Option 2
If Payer's claims adjudication system is not prepared to administer the workers' compensation medical fee schedule, then Payer shall pay TOA 85% of TOA's charges for all workers' compensation services.
3. Timely Payment - Payer shall reimburse TOA within thirty-one (31) days of receipt of a clean, properly completed, and undisputed claim. Payer shall notify TOA in writing within thirty-one (31) days for the reason for non-payment or delay of payment. Payer shall, at TOA's discretion, accept claim forms and related attachments sent via HIPAA-secure email. Receipt of e-mailed claims (and attachments) shall serve as proof of claim receipt. Payer acknowledges that a civil penalty of 2.08% compounded monthly (25% annually) shall be payable, along with reasonable costs and attorney fees incurred by Provider in collection actions if an undisputed, properly submitted bill is not paid within this timeframe.
4. Termination – This agreement shall automatically terminate upon either the violation of any provision of this Agreement by Payer or upon the completion of Covered Services delivered by TOA, whichever occurs first.

Payer:

(Signature)

(Print Name)

(Title)

(Date)

TOA:

(Signature)

(Print Name)

WORK COMP. SPECIALIST
(Title)

(Date)