



New Jersey Department of Banking and Insurance

APPLICATION FOR ARBITRATION OF PAYMENT FOR INADVERTENT, EMERGENCY OR URGENT OUT-OF-NETWORK HEALTH CARE SERVICES

In accordance with P.L. 2018, c. 32 (N.J.S.A. 26:2SS-1 to -20)

N.J.S.A. 26:2SS-1 to -20 permits health care providers, carriers and, in certain instances, covered persons to apply for arbitration when they cannot agree on the appropriate reimbursement for health care services rendered by an out-of-network health care provider on an inadvertent¹, emergency or urgent basis. This is the Out-of-Network Arbitration System (OON Arbitration).

This application for arbitration can be submitted by a health care provider, by the carrier (which, for purposes of this process includes the SHBP, the SEHBP, a MEWA, and any other payor providing a self-funded health benefits plan that opts into arbitration), or by a person covered by a self-funded health benefits plan in New Jersey that did not opt to participate in arbitration. However, a health benefits plan does not include coverage through Medicare or Medicaid.

Self-funded Plans

Employers that self-fund may elect to use the OON Arbitration. If a self-funded plan chooses to use the OON Arbitration, the plan will be bound by the decision of the arbitrator. Persons covered by self-funded plans that do not opt into OON Arbitration and the providers who treat such persons can still request OON Arbitration but the arbitrator's decision will not be binding on the self-funded plan and will not be based on the final offers of the provider and the self-funded plan. The arbitrator's decision will be binding on the covered person and the provider.

Use the table below to review C.32 OON eligibility requirements before proceeding with the application:

	Health Benefit Plan Fully-Insured	Health Benefit Plan Self-Funded
C.32 OON Application Submission cut-off	This C.32 OON application will be submitted to MAXIMUS within 30 calendar days after the Provider's receipt of the Carrier's notification of its final offer allowed charge/amount.	<p><u>For Plans that did not opt into C. 32 OON:</u> This C.32 OON application will be submitted to MAXIMUS after the Provider and Plan Member attempted to negotiate for 30 calendar days.</p> <p><u>For Plans that did opt into C.32 OON:</u> This C.32 OON application will be submitted to MAXIMUS within 30 calendar days after the Provider's receipt of the Plan's notification of its final offer allowed charge/amount.</p>
Health Benefit Plan	<ul style="list-style-type: none"> Issued in New Jersey Excludes out-of-state plans, Federal plans and Managed Medicaid plans 	<ul style="list-style-type: none"> Must opt into C.32
Provider Type	<ul style="list-style-type: none"> Must be out-of-network only Must be licensed or certified in New Jersey 	<ul style="list-style-type: none"> Must be out-of-network only Must be licensed or certified in New Jersey only
Service Type	<ul style="list-style-type: none"> Inadvertent (emergency or urgent basis) only Service must be delivered or issued for delivery in New Jersey Laboratory testing must be from a lab licensed in New Jersey 	<ul style="list-style-type: none"> Inadvertent (emergency or urgent basis) only Service must be delivered or issued for delivery in New Jersey Laboratory testing must be from a lab licensed in New Jersey
Service Date	Must be on or after August 30, 2018	Must be on or after August 30, 2018
Covered Person	<ul style="list-style-type: none"> Must be enrolled in the health benefit plan at the time of service 	<ul style="list-style-type: none"> Must be enrolled in the health benefit plan at the time of service Must be a New Jersey resident
Disputed Amount	Must be \$1000 or more	Must be \$1000 or more (only applies to Plans that opt into C.32 OON)

¹ N.J.S.A. 26:2SS-3 defines inadvertent to refer to services provided by an out-of-network provider in an in-network facility where in-network services are unavailable in the facility for any reason.

² N.J.S.A. 26:2SS-3 defines medically necessary as a health care service that a health care provider, exercising prudent clinical judgment, would provide to evaluate, diagnose or treat an illness, injury, disease or its symptoms, and that is consistent with generally accepted medical practice, clinically appropriate, not primarily for the convenience of the covered person or health care provider, and not more costly than an alternative service or services at least as likely to produce

C.32 OON Application Process

1. Review C.32 OON eligibility requirements. Or for more information, visit:
 - www.njproviderarbitration.com
 - https://www.state.nj.us/dobi/bulletins/blt18_14.pdf
 - <https://njpicpa.maximus.com/njportal/public/c32QA.xhtml>
2. Complete and sign this application (pages 3 & 4 of this document)
3. Gather supporting documentation such as:
 - Copy of covered person's health benefit plan
 - Copy of covered person's health benefit card
 - Claim form
 - Initial EOB/Carrier's Initial Offer
 - Additional EOBs/Carrier' Final Offer
 - Consent to Representation in Appeals of Utilization Management Determinations and Authorization for Release of Medical Records in UM Appeals and Independent Arbitration of Claims
<https://www.nj.gov/dobi/chap352/352consentform.doc>
4. Go to www.njproviderarbitration.com
 - Register for a new account or log-in with your existing account
 - Click on 'Case' from the left vertical menu
 - Click on 'Create New Case'
 - Complete the fields
 - Upload all supporting documentation
 - Click 'Save' to save to continue working on your application or Click 'Submit' when you are done with the application and ready to submit to MAXIMUS

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C. 32 OON Arbitration Form.

Print, complete and sign this form. Then go to www.njproviderarbitration.com, create a new case and upload this form along with all supporting documentation.

Provider Information

1. Provider's Name:		2. TIN/NPI:	
3. Provider Group (if applicable):			
4. Contact Name:		5. Contact's Title:	
6. Contact Address:			
7. Phone Number:		8. Fax Number:	
9. Email:			

Patient & Coverage Information

1. Patient Name:		2. Patient's Plan ID #:	
3. Subscriber's Name:		4. Subscriber ID:	
<p>5. Coverage Type (indicate):</p> <ul style="list-style-type: none"> • Individual /Nongroup • Group/Employer-based • SHBP/SEHBP • Other Self-funded Plan <p>Other (indicate if Federal Plan, including Medicare Supplement, Medicare Advantage, Medicaid FFS or Managed Medicaid):</p>			
<p>6. Coverage is provided/administered by (indicate):</p> <ul style="list-style-type: none"> • Carrier • TPA • Employer (Plan Sponsor) – select this if there is no TPA or Carrier indicated 			
7. Name:			
<p>8. Is the group coverage a self-funded health benefits plan?</p> <ul style="list-style-type: none"> • Yes • No • Unknown/not applicable <p>8a. If yes, has the self-funded plan (indicate):</p> <ul style="list-style-type: none"> • Opted into C.32 OON • Not Opted into C.32 OON • Unknown 			

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8b. If, self-funded plan has **not** opted into C.32 OON

- Indicate date covered person was billed directly by Provider:

Claim Information

1. Date(s) of Service:		2. Claim #:	
3. Authorization #:			
4. List the codes in dispute:			
5. Date claim was initially submitted to Carrier:		6. Date Carrier remitted payment for initial allowed/charge amount (Date of initial EOB):	
7. Date Provider rejected the initial allowed charge/amount:		8. Date of Carrier's Final Offer (Date of final EOB):	
9. Indicate one:			
<ul style="list-style-type: none"> • Medical records are needed for this arbitration • Medical records are not needed for this arbitration • Unknown 			
10. Gather and upload the following documentation if available:			
<ul style="list-style-type: none"> • A copy of the covered person's health benefit plan • A copy of the covered person's health benefit card • Claim form • Initial EOB/Carrier's Initial Offer • Additional EOBs / Carrier's Final Offer • Health Care Provider's Final Offer • If submitting medical records, include 'Consent to Representation in Appeals of Utilization Management Determinations and Authorization for Release of Medical Records in UM Appeals and Independent Arbitration of Claims' form located at https://www.nj.gov/dobi/chap352/352consentform.doc 			
Applicant's Signature:			
Date:			

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C.32 OON Arbitration Timeframe

Within 7 business days of receipt of an OON Arbitration Application, MAXIMUS will acknowledge receipt of the application. If there are deficiencies in the OON Arbitration Application or accompanying documents, then the initiating party has 15 calendar days to correct deficiencies or the OON Arbitration Application will be deemed withdrawn. If the OON Arbitration Application is complete and eligible then the initiating party and the responding party will be notified. The responding party has 15 calendar days to provide requested documentation. If the responding party fails to respond and/or correct deficiencies within 15 calendar days and the initiating party has complied with all requests, the award may be issued for the initiating party upon notice to all parties.

Within 30 calendar days of the receipt of a complete/eligible OON Arbitration Application and accompanying documents (from initiating party and/or responding party), MAXIMUS will issue a decision.

Release of Medical Records

If a health care provider needs to provide medical records to support a claim in OON Arbitration, the health care provider must submit a completed *Consent to Representation in Appeals of Utilization Management Determinations and Authorization for Release of Medical Records in UM Appeals and Independent Arbitration of Claims*. A covered person does not need to submit this form. The form at <https://www.nj.gov/dobi/chap352/352consentform.doc>

Other Issues

If dissatisfied with a claims determination, but the situation does not meet the requirements for a OON Arbitration, there are other processes available for health care providers or consumers to use. See https://www.nj.gov/dobi/division_insurance/managedcare/index.htm

To Contact MAXIMUS

1. By Email at njdobi@maximus.com
2. By Facsimile at 585-869-3388
3. By Phone at 585-348-3116
4. Mail:
 - MAXIMUS, Inc.
 - New Jersey Provider Appeals
 - 3750 Monroe Avenue, Suite 705
 - Pittsford, NY 14534

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