

**The new Provider Agreement was revised for all providers, to clarify roles and responsibilities.**

**What is different for providers in the new agreement?**

**Section 1 Treatment:** Requirement to improve spoken and sign language access for all individuals, including limited English proficiency (LEP) persons. Labor and Industries (L&I) covers interpreter services for injured workers or crime victims with no prior authorization to help providers comply with legal and federal requirements (**Title VI of the Civil Rights Acts of 1964** and the **Americans with Disabilities Act (ADA)**).

**Section 4 Communication and Cooperation:** Mandates timely communication and cooperation including providing all medical records deemed relevant by L&I (**RCW 51.36.060**). Failure to follow L&I rules or providing care that creates imminent harm to the worker may result in L&I exercising its authority under **WAC 296-20-065** and **WAC 296-20-03015**.

**Section 5 Billing:** Services delivered and billed by the provider must relate directly to the industrial injury, occupational disease, or injury covered by the Crime Victims Act. Section clearly states Crime Victims Compensation (CVC) is secondary to any public or private insurance held by the victim.

**Section 6 Payment:** CVC program payment is the sole and complete payment for covered services. Balance billing of victims is not allowed.

**Section 10 Maintain Standards and Notify Department of Changes:** Providers must maintain all required credentials, professional status, and insurance, and must report changes to L&I within 14 days.

**Section 11 Re-Credentialing:** Acknowledges L&I does continuous monitoring, including background checks, of all providers. Providers in L&I's Medical Provider Network agree to provide current malpractice insurance certificates and other information necessary for continuous network provider monitoring.

**Section 13 Termination:** L&I reserves the right to deny, revoke, suspend, or place conditions on the provider's authorization to treat a worker or crime victim in accordance with Washington State Law.

**Section 14 Services after Termination:** If a provider's agreement is terminated by order of L&I, the Board of Industrial Insurance Appeals, a court, or a settlement or withdrawal agreement, the provider agrees not to provide services to any worker beyond the initial visit or hospital emergency room based treatment. L&I will not pay for services after the termination date (**RCW 51.36.110**).

**General language:** Edited closing paragraph - "I agree to abide by the terms of this agreement and by all applicable federal and Washington State statutes, rules, and policies. I have enclosed with my application all required supporting information necessary to establish a provider account, including my current licenses and certifications."

**For more information:** Visit <https://lni.wa.gov/patient-care/provider-accounts/become-a-provider/>