

**PROVIDER AGREEMENT**  
**State of Washington Department of Labor and Industries**

E. 24.

**I understand and agree:**

- To meet and maintain all licensing or certification requirements.
- That providing services, filing an accident report or application for benefits, on behalf of an injured or ill worker, or a crime victim, means acceptance of and agreement to comply with the requirements of Title 51 RCW, and the WACs, including but not limited to, Chapters 296-19A, 296 -20, 296-21, 296-23, and 296-23A (injured or ill worker), or Title 7.68 and WACs, including but not limited to Chapters 296-30 and 296-31(crime victim), and policies adopted by the department, including fee schedules and medical coverage decisions. Payments will be made according to the department's *Medical Aid Rules and Fee Schedules* (MARFS) as updated annually. Crime Victims payments are made according to MARFS, DSHS Medicaid, or Crime Victims Mental Health Fee Schedule rates.
- To accept the insurer's—Labor and Industries, Self-Insured Employers, and Crime Victims Compensation—payment as sole and complete remuneration for services provided to the worker as required by Washington State law. *Crime Victims compensation is secondary to any public or private insurance that the victim may have.*
- That if the provider receives payment from the insurer in error or in excess of the amount properly due, the provider will promptly return to the insurer, any excess monies received. The department may audit the provider's records to determine compliance with the rules and regulations of the department as provided in Washington State law.
- A provider holds to all the terms of this agreement even though a third party may be involved in billing claims to the insurer.
- The department reserves the right to deny, revoke, suspend, or condition a provider's authorization to treat workers or crime victims in accordance with Washington Law.
- Issuance of a provider number does not guarantee that the insurer will pay all services billed by a provider.
- To maintain documentation and records for a minimum of five years to support the services billed. The provider agrees that these records and supportive materials are available to the insurer upon request as provided in Washington State law.
- To submit a Provider's Request for Adjustment Form—instructions are contained on the Remittance Advice—if the provider believes additional funds are due.
- To notify the insurer immediately, in writing, of any changes to information in this application—or provider status (e.g., licensing, certification or registration, federal tax ID, disciplinary action, impairment, limitations of privileges, or address, etc).
- That I am currently in good standing with my mental health status.
- That I **do not** possess any of the following:
  - Impairment due to chemical dependency/substance abuse.
  - History of loss of license, certification, or registration.
  - Felony convictions.
  - Loss or limitations of privileges.

**I understand and agree not to bill the worker or the crime victim for:**

- Services covered by the insurer related to an industrial injury, occupational disease, or an injury covered under the Crime Victims Act.
- The difference between the billed charges and the amount paid.
- The difference between the provider's customary fee and the department's fee schedules.

**Provider's Statement of Agreement**

I (provider/business/company representative) \_\_\_\_\_, **(print or type)** 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 a copy of my current license (if I am required to be licensed by my licensing authority); and a completed Form W-9.

Date	Title	Signature