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Dr. Mandy Cohen, MD, MPH
Director
Centers for Disease Control and Prevention
1600 Clifton Road
Atlanta, GA 30329

February 6th, 2024

Dear Dr. Cohen,

On behalf of the Board of Directors of *9/11 Health Watch, Inc.*, I am writing to you, as I did to your predecessor, regarding the performance, or rather the continuing nonperformance of Managed Care Advisors/Sedgwick (Sedgwick), the World Trade Center Health Program's contractor for its Nationwide Provider Network (NPN).

By way of background, *9/11 Health Watch, Inc.* was created by the stakeholder unions and others that fought to get health care and compensation for those impacted by the toxins at Ground Zero.

As I wrote to your predecessor on December 7, 2021, February 16, 2022, and again on November 22, 2022, by any interpretation Sedgwick's performance since it took charge of the Nationwide Provider Network on August 1, 2022, has been inadequate. To the best of our knowledge, based on program data presented to the World Trade Center Health Program Steering Committees, Sedgwick has not met its contract requirements in any month since it began providing services to the World Trade Center Health Program.

While that inadequate service is solely due to Sedgwick's own incompetence, the reason why this situation has been allowed to continue, we believe, is the result of the CDC's contract office's metrics and accountability provisions that do not include the necessary tools to allow for effective management and oversight of the NPN contract.

Had the contract that was issued to Sedgwick been better prepared and constructed with specific enforcement provisions and better requirements, we believe that the 9/11 responders and survivors served by the National Provider Network would be receiving better service than what they are currently experiencing.

We urge the CDC to start thinking now about the next National Provider Network contract and talk to World Trade Center Health Program members and outside groups about what is needed to ensure that this vital program works for the responders and survivors and not only for the company running it.

The following are provisions that we think are essential to any future NPN contract.

1. Termination Provision. First and foremost, while the current contract provides that the contract can be terminated for nonperformance and provides an option every year to terminate the contract, this provision is not a genuine or realistic option for the program. Because there is no requirement in the contract that following termination the vendor must continue to perform until another vendor is obtained. As we understand it, there is no mechanism for Sedgwick to continue to provide services until it is replaced. Any future contract must have a provision that if an option to terminate is exercised, the contractor must continue to provide services until another contractor takes over.
2. Financial Penalties. Any future contract needs the means to enforce the contract short of full termination. It is our understanding that contracts issued by the Veterans Administration for similar services contain financial disincentives and incentives whereby failure to adequately perform the contract results in penalties, and conversely better-than-minimum performance merits rewards. These penalties need to be significant enough that they would impact a company, like Sedgwick, that is failing to meet contract requirements. Currently the CDC has few, if any tools, to hold a company accountable. This must change.
3. Single Point of Contact. Any future contracts should require a single point of contact for WTCHP members seeking certification and/or treatment, not a call center. Currently the Sedgwick Member Call Center still has not met current requirements for answering the phone in a timely manner -- now over 18 months since operations began. But even if Sedgwick staff were timely answering the phone, the call center model of customer relations has proven to be inadequate to meet the needs of the program members. In fact,

LHI, the prior contractor, had moved to providing single points of contact for many more program members. In addition, for a requirement of single Point of Contact for every member in active treatment, there would have to be a requirement for an adequate, trained staffing for these positions sufficient to have all calls returned within 24 hours and to have issues resolved for 90% of the calls within 24 hours after contact is made.

4. **Better Trained Staff.** Currently the staffing of Sedgwick call centers is untrained and inadequately supervised. Many times, members are on the phone with the call center and are told incorrect information or are told that a supervisor is not available. Any future contract should have objective standards of who should be staffing their call centers and their supervision and needs to require that 5% of all calls are audited by the program to assure correct procedures are followed and members are provided the services they should be receiving.
5. **Tracking of results.** Any future contract needs to require the tracking of calls for assistance in terms of when and how the issues problems or requests are brought to the contractor's attention and how and when they are resolved. Currently the contractor has no system to judge whether calls to their call center are resolved other than the member stops calling. There need to be specific standards for minimum contract compliance and penalties for noncompliance.
6. **Call Center Time Requirements.** The next NPN contract must meet contract requirements for phone answering from day one or face daily financial penalties. Callers to Sedgwick's call center were kept on hold with wait times in the hours not minutes, for months. It is our understanding that Sedgwick is still not meeting minimum contract requirements to answer the phone.
7. **Communication Requirements.** All call center and case manager interactions with members must include an inquiry as to whether there are any other issues the member needs help with or has questions about. Sedgwick staff make no effort to speak with members to ensure that they are getting access to their benefits. Any future contract should require that in each interaction, the staff should seek to make sure there are no other issues that need attention.
8. **Handbook.** Any future contract shall require the publication of a handbook with all NPN procedures and requirements made available on the NPN website. Currently while there is a program handbook, there is not specific information targeting NPN members on how they can access their benefits.

9. Providers. Sedgwick's provider network has been plagued with problems, foremost, the lack of providers in many communities. Too many NPN members have been without providers in their communities for both treatment services and for annual examinations. The next contract should require that acceptable providers be available within 7 days of a request being made for services within an hour of travel time. In all cases if a provider is not available within a month, the contractor should suffer financial penalties for the lack of performance.
10. Gap Analysis. As part of any future contract, require that the gap analysis of the gap between its provider network and the number and distribution of providers needed to provide services to members is done before the contract is awarded. Further, the contract must stipulate that the gap must be no more than 10%, i.e., 90% coverage, and that a financial penalty will be imposed if the gap is greater.
11. Billing. Sedgwick currently lacks the ability to pay providers in a timely manner for services rendered. We have many reports that providers are withdrawing from Sedgwick's provider network because they have not been paid. Any future contract must have requirements for prompt payment to providers and include penalties for violations of that provision.
12. Brick and Mortar. The previous contractor implemented efforts to provide preferred providers, occupational clinics in areas where there were many members that provided services at a specific physical location. Any new contract should require in communities where there are more than 200 members within 50 miles that there be a specific physical provider that will be able to provide all monitoring services and most medical treatment.
13. Website. Require any future contractor to have a public facing complaint portal/call number with all complaints reported to WTCHP and response to inquiries within one business day. Currently members who are having difficulties receiving services have difficulties getting a response from Sedgwick.
14. Portal. More than 18 months after onboarding, Sedgwick has failed to provide a functional member portal, required by their contract. Any future contract should require that the member portal has a working search tool to allow members to be able to locate providers in their area.
15. Contract Length. Any future contract should be for only four years in duration with an option to extend for a second four years only if the NPN provider is meeting all its contract obligations. Hopefully the next contract will provide for better management controls and if that is the case the NPN

members should be able to have some stability in their services and not face another transition process for as long as possible, after this contract with Sedgwick is terminated.

16. Performance Statistics. Any future contract should require the periodic release of contract performance statistics. The current contract appears to preclude the public release of contract performance statistics by Sedgwick.

These are just some of the many issues that should be addressed in any future contract.

As we understand the federal contracting process, planning is beginning for the next contract RFP. We expect that steps will be taken to learn from the extensive problems NPN members have faced and that future contracts for the NPN will be better drafted and include the provisions outlined above.

We would appreciate a reply from your office and/or the CDC Contracting Office in charge of oversight and the development of the RFP for the next NPN contract.

Thank you for your attention to this matter.

Sincerely



Benjamin Chevat
Executive Director