

911 HEALTH WATCH

c/o New York State AFL-CIO

100 South Swan Street, Albany, New York 12210

646-634-9103 • www.911healthwatch.org

Board of Directors

President
Peg Seminario

Treasurer
Ryan Delgado
New York State AFL-CIO

Secretary
Micki Siegel de Hernandez
CWA

Jessica Garcia
RWDSU

Liam Guilfoyle
UFOA

Walter Jones
Laborers' Health and Safety Fund of
North America

Steven Markowitz MD, DrPH

Sybil McPherson
DC 37, AFSCME

Jim Stevin
IAFF

Executive Director
Benjamin Chevat

Deputy Executive Director
Suzy Ballantyne

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

December 7th, 2021

Dear Dr. Walensky,

On behalf of the Board of Directors of *9/11 Health Watch, Inc.* I am writing in response to the recent decision by the contracting office of the Centers for Disease Control (CDC) to award the WTC Health Program (WTC HP) Nationwide Provider Network (NPN) contract to Managed Care Associates/Sedgwick.

9/11 Health Watch, Inc. was created by the stakeholder unions and others that fought diligently to get health care and compensation for those impacted by the toxins at Ground Zero. We are dedicated to ensuring that the contracts implemented under the James Zadroga 9/11 Health and Compensation Act — the September 11th Victim Compensation Fund and the World Trade Center Health Program — provide optimal care for injured and ill 9/11 Responders and Survivors as the law intended.

We are extremely concerned about the CDC's contracting office decision to change NPN contractors and the negative impact this may have on access to and continuity of care for the thousands of injured and ill 9/11 responders and survivors who 20 years after the attacks on 9/11 are still suffering physical and emotional health impacts caused by traumatic events and toxic exposures at Ground Zero, the Pentagon and the Shanksville Crash site.

As you know, the outgoing NPN contractor, Logistics Health Incorporated (LHI) has faced the challenge of a 164% increase in participants over the last 5 years while dealing with the inherent difficulties of providing for the physical and mental health needs of the 9/11 responder and survivor national program population which is in every State and Territory and in 434 out of 435 Congressional Districts. While there have been some issues with service delivery, we believe that they have been responsive to critique and there have been consistent improvements in the delivery of those services over the course of their contract period. LHI was working on additional program improvements and upgrades.

Now we are faced with a new contractor, Managed Care Associates/Sedgwick and we have several real concerns about this new contractor, the process of the change in vendors, the reasoning behind it and the timing of the change.

While we understand the need for contract competitiveness and cost control as a basis for an award, did the CDC contracting office factor in the NPN members' experience and needs of program consistency, stability, and quality of care?

This change in vendors would be disruptive under normal circumstances for the 25,000 members getting medical care and monitoring across the country in a limited benefit program like the World Trade Center Health Program. But it will be particularly challenging making this change in providers and service delivery during a pandemic, at a time when the nation's health care system, as well as the CDC's own staff, are under such stress.

In addition, just prior to the CDC contracting office announcement of a new NPN contractor, the contracting office selected a new Pharmacy Benefits Manager (PBM) for the entire program.

Such impactful changes in providers are difficult enough in normal times, but two such changes at this point in the country's response to the pandemic seems like inviting trouble and potential disruption of services.

The following are our concerns and questions about the imminent NPN transition as well as the capacity and accountability of the new contractor, Managed Care Associates /Sedgwick to assume care which we hope you can address.

1. The on-going, and currently worsening, pandemic.

Was the ongoing pandemic and its impact on health care in the country considered when making this decision to change contractors? If not, why not?

2. WTC Health Program Staffing.

The CDC has, throughout the pandemic, had WTC Health Program staff and senior leadership detailed to pandemic response where needed and taken off WTC Health Program work. While this was clearly a necessary step in response to the initial pandemic and no one questions its necessity at the time, is the CDC going to commit to ending this practice to ensure all WTCHP program staff and senior leadership are available to coordinate and oversee these challenging transitions, or will the CDC continue the practice of detailing NIOSH WTCHP staff to pandemic response leaving the WTCHP short staffed? Did the contracting decision process take this issue into account when making the decision about the new NPN contract?

3. Two, Simultaneous Major Contract Changes.

Transition of the PBM and the NPN contracts are occurring simultaneously, creating the possibility of confusion and stress for the WTC Health Program membership and contractors. In essence, there will be two transitions for the National Program. Members, within months of each other. What resources and planning are being brought to bear to deal with the inevitable problems? Was this considered in the decision to change NPN contractors?

4. Continuity of Care Throughout the Contract Transition.

Experience has taught us that the learning curve for any new World Trade Center Health Program contractor is lengthy, and we are concerned that the anticipated 6-month transition period will be inadequate. What provisions have been made if the transition runs into problems and the program has difficulty providing care? Are there going to be more resources put into the WTC Health Program Members Services unit to handle these potential problems?

5. Change and/or Overlap of Providers.

To ensure access to and continuity of care, there must be a comprehensive match with the LHI provider network and the Managed Care Associates/Sedgwick provider network. It is our understanding that at this time the contracting office cannot tell what percentage of program providers are in the current contractor's network and which are in the MCA/Sedgwick network? Specifically, the CDC does not know what level of overlap we can expect. For example, if the overlap is only 70%, how are the thousands of members going to get local providers to cover

their medical needs? What provisions are in the new contract to deal with this? For those providers currently providing services who are found not to be in the new network, what resources will be brought to bear on recruiting them? What does the new contract provide for? Are there any nonperformance penalties in the new contract if providers are not available in a timely manner? One of the biggest problems that the NPN has encountered is the difficulty in recruiting quality providers to provide care across the country. What provisions are in the new contract on provider recruitment? Are there any time requirements for the new NPN to have providers who can do required medical treatment and monitoring when members need care? What provisions are in the new contract for training of new providers that were in the MCA/Sedgewick network to understand the WTC Health Program and its members' health issues? For those providing care to survivors, what requirements are there for understanding the complicated issues around coordination of benefits?

6. Occupational Medicine Expertise

The World Trade Center Health Program is an occupational/environmental medicine monitoring and treatment program, addressing health concerns caused by airborne toxins. It is critical that the national services provider have expertise in occupational/environmental medicine and extensive experience in addressing issues of disease causation by environmental toxins. World Trade Center Health Program participants should have the ability to have their questions related to toxin-based diseases as part of the clinical encounters with World Trade Center Health Program providers.

7. Billing Issues.

Misdirected claims billing in the NPN system has been a significant burden for members and delays in resolution have sometimes resulted in negative impact to credit ratings. This is a particular issue in the coordination of benefits for survivors. It was our understanding that LHI was moving new resources into correcting these issues. Are there requirements in the new contract regarding Managed Care Associates/Sedgwick requirements to prevent or correct claims issues in a timely manner?

8. Member Communication.

Acuity-based case management, member portals, and ease of communication are essential to support the WTC Health Program care model in the NPN. It is our understanding that LHI was planning several improvements in service delivery,

including: restarting efforts to establish preferred providers in areas where there are high concentrations of members seeking established Occupational and Environmental Health Clinics to provide the services; looking to start to use LHI company facilities to create the brick and mortar experience that members receive in the NYC/NJ/L.I. area Clinical Centers of Excellence (CCE's); and moving to establish better web access portals for communicating with members directly. What provisions of the new contract require similar efforts by MCA/Sedgwick?

The program under LHI had gone to requiring point of contacts for members instead of teams of representatives. What will be the requirements for point of contacts for members? Will every member get a specific point of contact? What are the medical criteria for being assigned case managers? What will be the case loads for these positions, and will they be equivalent to what LHI was providing? What is the timeline for MCA/Sedgwick implementation of these services, and how will they be assessed?

9. Mental Health Services.

Mental Health service delivery has been a national issue with more and more mental health providers refusing to accept insurance payments and only allowing for private pay. Exacerbated by the pandemic, it has become a problem for the NPN. For those responders and survivors receiving psychotherapy, it would be especially disruptive to force them to end a therapeutic relationship with their current mental health provider. What are the provisions of the new contract and the requirements on MCA/Sedgwick for consistency in mental health care and more importantly providing timely access to care?

10. Integrating Data.

What is the anticipated impact to the WTC Health Program for the planning that was being conducted to integrate National Program data with the General Responder and Survivor Data Centers? How long will the transfer of health surveillance and medical data to the Data Centers be delayed?

11. WTCHP Steering Committees.

How will the WTC Health Program Clinical Centers of Excellence and the Responder and Survivor Steering Committees be involved in the NPN program transition?

Director Walensky, we understand this is a long list of questions, but as you can see, we are concerned that the contract process did not consider all the issues we have cited, which directly impact members' access to WTCHP care. We would be happy to learn that that is not the case and that the contract staff have clear answers to all our questions that will put our concerns to rest.

Further, we understand that the Nation and the CDC continue to face huge challenges with the Covid-19 pandemic and the rapidly emerging variants. We also recognize that you and your staff are working diligently to protect the health of all Americans, but we feel that this decision by the CDC contract staff may have put in jeopardy the health of 9/11 responders and survivors.

We hope that you can allay our concerns with a full and transparent discussion of the issues presented.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B Chevat', with a long horizontal line extending to the right.

Benjamin Chevat
Executive Director



HEALTH WATCH

c/o New York State AFL-CIO

100 South Swan Street, Albany, New York 12210

646-634-9103 • www.911healthwatch.org

Dr. Rochelle Walensky, MD, MPH

Director

Centers for Disease Control and Prevention

1600 Clifton Road

Atlanta, GA 30329

Board of Directors

President
Peg Seminario

Treasurer
Ryan Delgado
New York State AFL-CIO

Secretary
Micki Siegel de Hernandez
CWA

Jessica Garcia
RWDSU

Liam Guilfoyle
UFOA

Walter Jones
Laborers' Health and Safety Fund of
North America

Steven Markowitz MD, DrPH

Sybil McPherson
DC 37, AFSCME

Jim Slevin
IAFF

Executive Director
Benjamin Chevat

Deputy Executive Director
Suzy Ballantyne

February 16th, 2022

Dear Dr. Walensky,

On behalf of the Board of Directors of *9/11 Health Watch, Inc.*, I would like to thank you for the reply to my letter of December 7, 2021, that I received from Dr. John Howard, the Administrator of World Trade Center Health Program.

The responses in his letter of January 24th, 2022, are helpful to better understand the activities and operations of the Centers for Disease Control and Prevention's (CDC) National Institute for Occupational Safety and Health (NIOSH) and the recent award of the World Trade Center Health Program (WTC HP) Nationwide Provider Network (NPN) contract to Managed Care Advisors/Sedgwick. Also, we appreciate the efforts of the staff of NIOSH that have been very helpful in providing such information as they are able to about the new contract to the World Trade Center Health Program Responder and Survivor Steering Committees.

For example, we were gratified to hear the report that Managed Care Advisors/Sedgwick intends to have a secure web portal to facilitate direct communication between the program members and MCA/ Sedgwick allowing for uploads of documents, including misdirected bills, and direct communication with case managers and care coordinators. That would be a decided improvement in services under the new contract from the previous vendor.

However, we still have questions and concerns about the CDC's decision to award the NPN contractor to Managed Care Advisors/Sedgwick. Our chief concern is the possible negative impact on NPN members, specifically the continuity of care for the thousands of injured and ill 9/11 responders and survivors who are still suffering physical and emotional health impacts caused by traumatic events of 9/11 and the toxic exposures at Ground Zero, the Pentagon, and the Shanksville Crash sites both during the transition to the new contractor and under the new contractor.

First, we would like to urge greater transparency on the part of the CDC. The recent solicitation includes many attachments and references to various manuals, reports, guides, checklists, plans, and data compilations. While some NPN contract documents are online, we would urge the CDC to proactively place all records related to the old and new contracts online or at the very least share them with the two World Trade Center Health Program Steering Committees. Specifically, the agency should post and or share the following and any updates, amendments, or modifications:

1. Performance Work Statement
2. NPN Operations Manual
3. Quality Assurance Surveillance Plan (QASP)
4. Quality Assurance Documentation
5. Quality Assurance Program Assessments
6. Performance Requirements Summaries
7. Semi-Annual Internal Audit Reports
8. Monthly Reports
9. Technical Guidance Documents
10. Corrective Action Plans
11. Contract Discrepancy Reports
12. Reporting Data
13. Surveillance Activity Checklist
14. Periodic Inspection Reports
15. Customer Feedback Records
16. "Go-Live" Justification Records

As made famous by Louis D. Brandeis, "Sunlight is said to be the best of disinfectants." Participating members and the public deserve to discern program activities and performance metrics. Transparency is an effective way to ensure that the program is operating as intended and contractor performance remains high. We want to make sure that service delivery does not suffer because of this contractor change as NPN members need assistance, especially in the middle of a pandemic.

While transparency is one component of ensuring that the NPN operates at a high level, so is getting the award process, post-award administration of the contract and the transition in good order.

We have additional questions on that front that need to be answered now and potentially acted on so that we have confidence in the services that Logistics Health Incorporated (LHI) the current vendor is providing until its services are terminated and that Managed Care Advisors/ Sedgewick the new vendor will operate as a trusted partner working in the best interests of the 9/11 members and their families.

The following are concerns and questions that must be answered for *9/11 Health Watch* to have confidence in the new contract and the timeline for Managed Care Advisors/ Sedgwick to become the NPN contractor.

1. Price Reasonableness: In reviewing the public documents associated with the bid on this contract, it does not appear that the NIOSH contracting office conducted a "price reasonableness determination" as part of its bid evaluation process to identify if any bids were too high or too low to provide the services. Is that correct?

If so, why wasn't a price reasonableness determination included in the bid evaluation process for such a complex, large and impactful contract? It is our understanding that this process is included in many federal contracts award processes to prevent low-ball bidding at a level that is insufficient to provide the proper and adequate services called for in the contract, or to prevent a bid from being considered that is too high, and thus not cost-effective.

If a price reasonableness determination was NOT part of this bid process, what steps did the NIOSH contract office take to ensure that any low bid was not too low to ensure that the vendor would be able to provide adequate services?

2. Performance Metrics: In reviewing the solicitation records that are available in the System for Award Management, there are many performance metrics mentioned in the NPN Performance Work Statement and other solicitation attachments, including references to the Quality Assurance Surveillance Plan (QASP or QSP). (See Sections 4 and 5 of Attachment G.1 - WTCHP NPN PWS – 75D301-21-R-71962 08-17-2021).

However, the Performance Work Statement submitted by MCA/Sedgwick includes only in very vague terms about what will be monitored, how monitoring will take place, who will conduct the monitoring, how monitoring efforts and results will be documented, and which QASP elements are included in the delivery "Incentive and Disincentive Plan." There is also a mention that the Performance Work Statement is a "living document" that can be revised on a regular basis.

We urge NIOSH to publicly share all performance metrics that will be part of this contract and allow for input by the World Trade Center Health Program Steering Committees with respect to performance metrics and help create an appropriate "incentive and disincentive" payment system that will insure proper service delivery.

For example, when NIOSH's vendor that is responsible for providing the WTC Health Program helpline services failed to adequately provide those services for eight weeks in the early Fall of 2021, it is our understanding that in that case no incentive or disincentive requirements were part of that contract and that vendor was paid the same as if they had fully provided their required services — despite the problem that this created for WTC Health Program members who were denied access to help with their care, or prospective members who could not access information on how to apply or the status of their applications.

We would hope that the new National Program Network vendor will have clear and concise performance incentives and disincentives.

Also, we would like to learn more about any recoupment of cost or reduction in invoice payments or ~~claims policies and procedures that are in place and what triggers them.~~

The recent solicitation includes attachments addressing monthly reporting and "Reporting Data Definitions," but we feel that there are items missing. Amending them with other reporting requirements will allow for improved contract administration and accountability, which will go a long way toward documenting the overall performance of the NPN contractor.

3. Logistics Health Incorporated (LHI) services during the transition: We have noticed an increase in wait times for responders and survivors seeking services from LHI in the last few weeks. These recent

increases are much higher than those we had seen during the height of the pandemic. In addition, NPN members seeking program services such as appointments with providers, certifications for active cancers that they are under treatment for, and for monitoring exams are being told that they must wait months for appointments.

What steps are being taken to assure that the current vendor, whose contract was extended, will maintain services up until the “Go Live” date for the change over to the new vendor?

What steps are being taken to ensure that LHI will complete sending payments for WTCHP-approved health services rendered to responders and survivors that have gone unpaid.

What will be the process before the “Go Live” date for the new vendor for provider appointments made after the change over?

4. “Go-Live” Date: Solicitation documents reference a “Go-Live Date” which is the “date where the NPN is fully operational, independent, and available for use following the implementation period.” Before going live, the NPN contractor must prove that its systems are fully operational and that the transition between contractors is seamless.

We understand that the agency set a tentative “Go-Live” date of May 1, 2022, and we have been reassured that the new contractor will not take over until the program is satisfied that the new contractor can carry out the contract. Does this mean that the CDC and NIOSH are still working out contract and QASP performance metrics and terms? What are the criteria that the program will use to be satisfied?

As we stated in question 5 of my letter of December 7th, we had serious concerns about the lack of overlap of Managed Care Advisors/ Sedgwick provider network with LHI’s provider network. We are heartened to learn that the recently completed gap analysis shows that the gap may not be as great as we had feared.

Nonetheless, we are still concerned about the ability of Managed Care Advisors/ Sedgwick (MCA/Sedgwick) in the next three months both to recruit and properly train staff as well as recruit and/or replace medical providers -- all of which has a tremendous impact on the care provided to the 9/11 responders and survivors. It is not clear what resources MCA/ Sedgwick must devote to closing the provider gaps, nor what is acceptable performance under the contract.

We have heard from the program that the new contract will not “Go Live” until the program is satisfied that the new vendor, Managed Care Advisors/Sedgwick, can perform the contract and that is a very positive development, but it is not clear from the available documents what are the metrics that program will use to make that determination.

What are MCA/ Sedgwick’s responsibilities for staffing?

What will be the case manager/ care coordinator case load and how will those ratios compare to staffing under the LHI contract?

What is an acceptable waiting period for members to see a new provider?

What is the acceptable response time to member inquiries for services?

And what happens if those metrics that are used to determine the go live date are not met?

Again, as we stated in the December letter, I understand these questions along with the earlier questions comprise a long list. But as you can see, we remain concerned that the award and current contract process may not have considered all the issues we have cited, all of which will directly impact members' access to WTC Health Program care. We would be happy to learn that is not the case and that the contract staff have clear answers to all our questions.

We hope you can allay our concerns with a full and transparent discussion of the issues presented.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Benjamin Chevat', with a long horizontal flourish extending to the right.

Benjamin Chevat
Executive Director



September 19, 2022

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

Dear Dr. Walensky:

I am writing on behalf of the Project On Government Oversight (POGO) regarding the Centers for Disease Control and Prevention's (CDC) contracting office and its questionable decisions in awarding and enforcing accountability provisions in the three contracts issued to support the World Trade Center Health Program (WTCHP).¹ The WTCHP provides medical care for covered health conditions related to airborne toxins and adverse conditions resulting from the September 11, 2001 terrorist attacks for more than 100,000 people.²

Founded in 1981, POGO is a nonpartisan independent watchdog that investigates and exposes waste, corruption, abuse of power, and when the government fails to serve the public or silences those who report wrongdoing. We champion reforms to achieve a more effective, ethical, and accountable federal government that safeguards constitutional principles.

Over the last year, the CDC's contracting office has solicited three contracts in support of the WTCHP: to provide a Nationwide Provider Network,³ a Pharmacy Benefits Manager,⁴ and a Third-Party Administrator.⁵

The CDC's own records, as well as additional information POGO has learned related to the three contracts, raise many questions about the companies selected for those contracts and the current state of the services being provided to WTCHP members, including 9/11 responders and survivors.

¹ "9.11 World Trade Center Health Program," Centers for Disease Control and Prevention, accessed September 14, 2022, <https://www.cdc.gov/wtc/>.

² "Program Statistics," Centers for Disease Control and Prevention, accessed September 14, 2022, <https://www.cdc.gov/wtc/ata glance.html>.

³ Department of Health and Human Services Contract to Managed Care Advisers, Inc (PIID 75D30122C12935) for Nationwide Provider Network, awarded November 23, 2021, https://www.usaspending.gov/award/CONT_AWD_75D30122C12935_7523_-NONE_-NONE-.

⁴ Department of Health and Human Services Contract to Express Scripts, Inc (PIID 75D30121C12499) for Pharmacy Benefits Management, awarded September 14, 2021, https://www.usaspending.gov/award/CONT_AWD_75D30121C12499_7523_-NONE_-NONE-.

⁵ Department of Health and Human Services Contract to Cahaba Safeguard Administrators, LLC (PIID 75D30122C12975) for Third Party Administrator Services, awarded May 31, 2022, https://www.usaspending.gov/award/CONT_AWD_75D30122C12975_7523_-NONE_-NONE-.

POGO has learned that performance on the Nationwide Provider Network and Pharmacy Benefits Manager contracts, provided by Managed Care Advisors-Sedgwick and Express Scripts, respectively, have apparently not met contract requirements. Equally troubling is the fact that the Third-Party Administrator contract was awarded and is now on hold after the filing of two bid protests as the Government Accountability Office considers the arguments of those protesting the contract award.⁶

Nationwide Provider Network Contract

The Nationwide Provider Network contract awarded to Managed Care Advisors-Sedgwick went live on August 1, 2022.⁷ That contract provides services to 9/11 responders, now living elsewhere in the country, who were involved in the “rescue, recovery, and debris cleanup” efforts at the World Trade Center, the Pentagon, or in Shanksville, Pennsylvania. The program also covers survivors who lived, worked, or attended school in proximity to the terrorist attacks in New York City for a period of time after 9/11.⁸

There was an extended period between the award of the contract and the go-live date in an attempt to prevent issues with the transition, but it appears that effort was unsuccessful.⁹ For example, we learned that the company’s call centers were inaccessible for the first two weeks of operations due to call volume.

Today, callers still experience wait times in excess of contract requirements. The Nationwide Provider Network request for proposal stated that calls should be answered, on average, in “20 seconds or fewer” and the call abandonment rate should be less than 2% of calls.¹⁰

However, according to initial reports, POGO has learned that many wait times, on average, are closer to 13 minutes, with many calls being abandoned if callers have been on the phone for that period or longer. One source shared that wait times were as long as three hours in mid-August and 45 minutes in early September. These long wait times indicate that Managed Care Advisors-Sedgwick may have underestimated the staffing levels required and the complexity of 9/11 responder and survivor calls.

⁶ Nick Wakeman, “Evaluation of 9/11 health care contract raises objections,” *Washington Technology*, August 3, 2022, <https://washingtontechnology.com/contracts/2022/08/evaluation-911-health-care-contract-raises-objections/375317/>; Bid Protests, FAQs, U.S. Government Accountability Office, <https://www.gao.gov/legal/bid-protests/faqs>.

⁷ “9.11 World Trade Center Health Program,” Centers for Disease Control and Prevention [see note 1].

⁸ “WTCHP Nationwide Provider Network, RFP: 75D301-21-R-71962,” System for Award Management, Contract Opportunity, 2, <https://sam.gov/opp/10d83b1d5da84a418b37c8f7ffe9e556/view>. See Attachment G.1 – WTCHP NPN PWS,

<https://sam.gov/api/prod/opps/v3/opportunities/resources/files/521b27dbf8814cb09110a954e0bf2990/download?&status=archived&token=>.

⁹ According to the System for Award Management, the contract was awarded on November 23, 2021, but the transition to Managed Care Advisors-Sedgwick occurred on August 1, 2022,

<https://sam.gov/opp/10d83b1d5da84a418b37c8f7ffe9e556/view> and <https://www.cdc.gov/wtc/npntransition.html>.

¹⁰ “WTCHP Nationwide Provider Network, RFP: 75D301-21-R-71962,” System for Award Management, Contract Opportunity, 14. See Attachment G.1 – WTCHP NPN PWS,

<https://sam.gov/api/prod/opps/v3/opportunities/resources/files/521b27dbf8814cb09110a954e0bf2990/download?&status=archived&token=>. <https://sam.gov/opp/10d83b1d5da84a418b37c8f7ffe9e556/view>. See Attachment G.1 – WTCHP NPN PWS,

<https://sam.gov/api/prod/opps/v3/opportunities/resources/files/521b27dbf8814cb09110a954e0bf2990/download?&status=archived&token=>.

According to the Nationwide Provider Network solicitation notice,¹¹ the agency is collecting quality assurance, performance, inspection, and customer feedback information. The CDC should make such information publicly available to ensure that Managed Care Advisors-Sedgwick performs at the highest level and program members get the treatment they need.

Additionally, the number of medical providers in the network appears to be well below what was promised. The CDC stated that “most [of the previous contractor’s] providers are also in the MCA-Sedgwick network,”¹² but POGO was informed that approximately 600 program members are unable to access doctors and receive the care they need under the new Nationwide Provider Network contract. The CDC must urge Managed Care Advisors-Sedgwick to close the provider gap.

Pharmacy Benefits Manager Contract

CDC records indicate major problems with the transfer of the Pharmacy Benefits Manager contract as well. The new prescription contract, which provides comprehensive pharmaceutical services to members at retail and mail-order pharmacies, went live on June 1, 2022.¹³

Various complaints have been lodged with the new Pharmacy Benefits Manager contractor, Express Scripts, which is allegedly performing poorly, including call center wait times and abandonment rates far exceeding the request for proposal requirements that calls be answered, on average, in “20 seconds or less” and the call abandonment rate be less than 2%.¹⁴

We have received reports that call centers are inundated with calls, and the staff answering those calls are unable to assist WTCHP members, which is extremely upsetting. Questions have also been raised about call center resolution times, which appear to be slower than expected.

Additionally, members have experienced delays in receiving their prescription medications. And some Medicaid members are unable to get their non-WTCHP-related medications because of a coding error by Express Scripts.

¹¹ “WTCHP Nationwide Provider Network, RFP: 75D301-21-R-71962,” System for Award Management, Contract Opportunity, 30-36, <https://sam.gov/opp/10d83b1d5da84a418b37c8f7ffe9e556/view>. See Attachment G.1 – WTCHP NPN PWS, <https://sam.gov/api/prod/ops/v3/opportunities/resources/files/521b27dbf8814cb09110a954e0bf2990/download?&status=archived&token=>.

¹² “Nationwide Provider Network Transition Information,” Centers for Disease Control and Prevention, accessed September 14, 2022, <https://www.cdc.gov/wtc/npntransition.html>.

¹³ “Pharmacy Benefit Manager Transition Information,” Centers for Disease Control and Prevention, <https://www.cdc.gov/wtc/pbmtransition.html>; “Program Statement for Members Experiencing Issues Filling Prescriptions,” Centers for Disease Control and Prevention, <https://www.cdc.gov/wtc/prescriptionfillarticleJuly2022.html>; “WTCHP Pharmacy Benefits Manager, RFP: 75D301-21-R-71805,” System for Award Management, Contract Opportunity, <https://sam.gov/opp/eb10f1917cba4f33872371543a363a5b/view#award-summary>.

¹⁴ “WTCHP Pharmacy Benefits Manager, RFP: 75D301-21-R-71805,” System for Award Management, Contract Opportunity, See Attachment 75D301-21-R-71805 Revised 04-30-2021.doc, 15, <https://sam.gov/api/prod/ops/v3/opportunities/resources/files/fbe946cbd67a46a78d2fbfa49e9d07c7/download?&status=archived&token=>.

It is our understanding that because of this questionable performance, Express Scripts has recently promised additional staff and resources to correct these concerns.¹⁵ The prescription contract is now entering its fourth month, and members need to experience significant improvement in the services they are provided.

Like the Nationwide Provider Network contract, the Pharmacy Benefits Manager request for proposal mentions quality assurance plans, fraud, waste, and abuse plans, and performance guarantees (which include performance penalties by the company).¹⁶

Unfortunately, the public has no information about the final contract terms and requirements, no insight into the company's performance, and no understanding of any agency actions to hold Express Scripts accountable. That lack of information raises questions about the CDC's ability to manage the Pharmacy Benefits Manager contract. The CDC must release contract performance information to help program members learn more about the services being offered to them and to improve Express Scripts' performance.

Third-Party Administrator Contract

The final contract, the Third-Party Administrator contract awarded "to support the operation and enhancement" of the WTCHP, has been protested.¹⁷ Services under that contract include processing claims and helping members and health care providers learn more about the programs. The contract was expected to start on June 1, 2022.¹⁸ However, it is now on hold after two bid protests were filed with the Government Accountability Office, "challenging the evaluation and award decision, claiming that they aren't in line with the solicitation."¹⁹

A bid protest, in and of itself, does not equal poor management. However, those protests and questions regarding the Nationwide Provider Network and Pharmacy Benefits Manager contracts raise real concerns that the CDC contract office doesn't have a good handle on any of the WTCHP contracts.

The Need for Corrective Actions and Transparency

While we understand there is a learning curve for contracted companies, POGO has learned that the contracting office has been extremely vague about the final contract requirements and terms, including performance metrics and enforcement mechanisms on all three contracts. POGO has also learned that

¹⁵ Letter from 9/11 Health Watch Executive Director Benjamin Chevat to CDC Director Dr. Rochelle Walensky about performance on the WTCHP Pharmacy Benefits Manager contract, August 12, 2022, 6,

<https://www.911healthwatch.org/files/2022-0812-011Health-Ltr-to-CDC.pdf>

¹⁶ "WTCHP Pharmacy Benefits Manager, RFP: 75D301-21-R-71805," System for Award Management, Contract Opportunity, 19-22, 27, <https://sam.gov/opp/eb10f1917cba4f33872371543a363a5b/view#award-summary>.

¹⁷ "World Trade Center Health Program (WTCHP) Third Party Administrator (TPA) Support," System for Award Management, Contract Opportunity, <https://sam.gov/opp/5d3c90e3b03442b68a9abb6772cd73ad/view>. See Attachment RFQ 75D301-22-Q-74251 WTCHP TPA Solicitation Amendment 3 Dated 01_10_22.pdf, 16, <https://sam.gov/api/prod/opp/v3/opportunities/resources/files/18bcb39060164ef8aff656e5e675cf9b/download?&status=archived&token=>.

¹⁸ Department of Health and Human Services Contract to Cahaba Safeguard Administrators, LLC (PIID 75D30122C12975) for Third Party Administrator Services [see footnote 5].

¹⁹ Wakeman, "Evaluation of 9/11 health care contract raises objections" [see footnote 6].

the CDC contracting office is still working out final contract details on some, if not all, of the WTCHP contracts. That appears to place the cart before the horse and is not a contracting best practice.

While a problem with one contract might be unobjectionable, major problems with all three contracts indicate a pattern. These contracts impact 9/11 responders' and survivors' access to medical services and prescription medications, as well as their providers' ability to file claims. The current status of all three contracts indicates a lack of due diligence by the CDC's contracting team.

This program and its contracts are extremely important, and we urge you to provide more public information about them. Performance and accountability are essential when the health and lives of 9/11 responders and those who lived in proximity to terrorist attacks in New York are at issue.

Surprisingly absent from the WTCHP public website are copies of the contracts, which would allow program members and the public to learn more about the services being provided. Added transparency, including the contracts, modifications, amendments, and change orders, as well as all contract performance information, will ensure higher performance and better services for WTCHP members.²⁰

While we recognize that it might take some time for the new companies to get up to speed, POGO is troubled by the CDC's administration of these contracts, and the lack of incentive and disincentive or penalty clauses that ensure 9/11 responders and survivors are receiving competent and timely medical care and support. Allegations of substandard performance and inadequate staffing are equally troubling. Those concerns and the alleged failures to finalize key sections of the performance work statement and other contracting provisions are a recipe for waste, fraud, abuse, corruption, and poor performance.

The members of the WTCHP and members of the public need more information about lack of performance, failures to meet contract requirements, and any resulting corrective action plans, cure notices, show cause notices, and non-conformance reports.

Transparency is a powerful tool in holding contractors accountable. It will provide the needed boost to help get the contracts back on track.

Thank you for your time and consideration of this important matter. If you have any questions, or if you would like to update POGO about improvements on these CDC contracts, please contact Scott Amey at scott.amey@pogo.org or call 202-347-1122.

Sincerely,



Danielle Brian
Executive Director

²⁰ POGO submitted a Freedom of Information Act request for WTCHP Nationwide Provider Network contract records on March 29, 2022. We received an initial acknowledgement letter on April 1, 2022, and the CDC estimates it will provide the records by November 11, 2022.

911 HEALTH WATCH

c/o New York State AFL-CIO

100 South Swan Street, Albany, New York 12210
646-634-9103 • www.911healthwatch.org

Board of Directors

President
Peg Seminaro

Treasurer
Ryan Delgado
New York State AFL-CIO

Secretary
Micki Siegel de Hernandez
CWA

Jessica Garcia
RWDSU

Liam Guilfoyle
UFOA

Walter Jones
Laborers' Health and Safety Fund of
North America

Steven Markowitz MD, DrPH

Sybil McPherson
DC 37, AFSCME

Jim Slevin
IAFF

Executive Director
Benjamin Chevat

Deputy Executive Director
Suzy Ballantyne

Dr. Rochelle Walensky, MD, MPH

Director

Centers for Disease Control and Prevention

1600 Clifton Road

Atlanta, GA 30329

November 10th, 2022

Dear Dr. Walensky,

On behalf of the Board of Directors of *9/11 Health Watch, Inc.*, I am again writing regarding the performance, or rather the continuing nonperformance of Managed Care Advisors/Sedgwick (Sedgwick) in delivering services under its contract with the Centers for Disease Control as the National Network Provider (NPN) to the World Trade Center Health Program and its members.

9/11 Health Watch, Inc. was created by the stakeholder unions and others that fought diligently to get health care and compensation for those impacted by the toxins at Ground Zero. We are dedicated to ensuring that the contracts implemented under the James Zadroga 9/11 Health and Compensation Act — the September 11th Victim Compensation Fund and the World Trade Center Health Program — provide optimal care for injured and ill 9/11 responders and survivors as the law intended.

By any interpretation the performance of Sedgwick since it took over responsibilities as the National Provider Network has not met their contract requirements to provide services and benefits promised to responders and survivors under the Act.

Here are just some of the metrics that clearly show that Sedgwick is not meeting the contract requirements:

1. Now in the fourth month since taking over as the NPN, calls placed by World Trade Center Health Program Members to Sedgwick's call center are not being answered according to the contract requirements, as of October, callers were experiencing wait times of over 10 minutes on average with an abandonment rate of calls of over 30%. This is after Sedgwick increased its call center capacity by over 50%, adding 16 new staffers over the initial staffing of 20 at its call center.

While according to Sedgwick the abandonment rate for the first days of November is now 4% with 90% of calls being answered in 20 seconds, that still falls short of the contract requirements - and there is NO information on whether, once a call is answered by the call center, are members issues are being resolved.

While this is an improvement over the experience of the first three months when the call center was essentially not able to answer calls due to the initial low staffing by Sedgwick, this continuing nonperformance means that WTC Health Program members are not getting access to their program and its benefits.

2. During the preparation for the transition, Sedgwick reported in March 2022 that the new National Provider Network supplied by Sedgwick would cover 88% of members, or to put in another way, 2,147 members of the program would have one or more medical providers out of network. Now, 6 months later, we are finding out that over 2,000 additional program members have a provider who is not in the new network. In some cases, these providers have been providing services without realizing they are out of the new network.

This is an increase of over 100% from what was initially reported. The number of providers in the new network now appears to be only 80% of the providers in the old network that was provided by Logistics Health Incorporated. (LHI)

As you can imagine, this has caused enormous disruptions, given that many of the World Trade Center Program Members had no warning of the loss of their provider.

3. Apparently, Sedgwick has only submitted 22 claims from providers for payment as of October. Given Sedgwick's national reputation among providers for problems with making payments for other clients, this is worrisome given it is coming at the same time Sedgwick is trying to close the gap in providers.

A National Provider network that fails to provide quick timely payments is not going to be able to find providers willing to participate in the WTC Health Program Members.

4. 9/11 Health Watch Inc. has reported dozens of cases to the World Trade Center Health Program of Sedgwick staff not returning calls to members, giving out inaccurate information, failing to notify members of providers out of network, failing to reach out to the providers who are now out of network to recruit them to the new network, and failing to provide single case agreements for providers who were treating members under active cancer treatment or active mental health services until they could be recruited into the network.

Worse still, it appears that the staff Sedgwick has hired are not up to the task and are cycling through their jobs at an alarming rate. Many WTC Health Program members who did have case managers assigned to them by Sedgwick are now on their third or fourth case manager, with each successive staffer less trained on the program than the one before.

This week an article in the New York Daily News "9/11 health program users plagued with problems using new medical providers" "documented the impact of Sedgwick not meeting

contract requirements of providing services to injured and ill 9/11 responders and survivors.(New York Daily News, November 7, 2022).

So, what is the CDC contract office doing to address these gross deficiencies in the program?

Your response to Danielle Brian of the Project on Government Oversight (POGO), sent by Dr. Howard dated Oct 13th, 2022, states:

CDC and the Program have been working with the new contractors to improve their performance and to resolve the issues facing the members in obtaining needed services. Performance under the new contracts relating to call center wait times, out-of-network providers, priority of payer issues, and prescription access issues have improved, and more improvements are expected. CDC and the Program have taken the performance deficiencies in both contracts very seriously. We have applied the appropriate incentives to the contractors to bring their performance to the level that was required and expected under their contracts.

Currently, we are seeing improvements in contract performance, although we expect further improvements. The Program fully expects improvements in performance that match contract requirements to be sustained throughout the contract term.

In the letter to POGO the CDC admits that Sedgwick is NOT currently meeting contract requirements, but the agency provides no timeline as to when Sedgwick will be in compliance with their contract.

Even with some services improving, Sedgwick is nowhere near the mandatory "Member Call Service" contract requirements that calls shall be answered in "20 seconds or fewer," the abandonment rate would be "fewer than 2% of calls," and call resolutions would be "98%."

A review of the contract documents that the CDC supplied to POGO via a Freedom of Information Act request indicates that the contract the CDC awarded to Sedgwick is for 5 years - 1 short base year (11/29/21-3/28/22) and 5 option years.

The first option year runs from March 29, 2022, to November 28, 2022.

It appears that the CDC has the right to exercise the option or decline it, based on the terms and conditions outlined in the contract. The contractor can challenge a declined option but would need to prove a contract violation or bad faith.

So that leads us to ask the following ten questions:

1. Has the CDC contract office exercised the second-year option?
2. Why would the CDC contract office continue the contract given Sedgwick's lack of performance?

3. What is the CDC contracting office doing to correct the “performance deficiencies” that have been identified in the NPN contract and hold Sedgwick accountable?
4. According to the CDC letter to POGO, the CDC “applied the appropriate incentive to the contractors to bring their performance to the level that was required and expected under the contracts.” What exactly were those incentives?
5. Have any disincentives been applied to the company in the way of fines or penalties, letters of concern, cure notices, show cause notices, poor past performance reviews, or any other disincentives outlined in the contract?
6. Is an audit of the NPN program being considered according to Section 4.12 of the contract?
7. Was there an assessment of the quality assurance surveillance plan and Sedgwick’s performance prior to exercising option-year 2? If a performance review was done by the CDC, did it result in the CDC taking any action either incentive or disincentive according to Section 5.1 of the contract, which states that “[e]valuation will be centered around results rather than processes[.]” ?
8. Is the agency planning to take any proactive steps to improve Sedgwick’s performance other than waiting for new promises?
9. If Sedgwick performance fails to reach the contracted terms, is the CDC ready to decline option year 3 and rebid this contract?
10. In my letter to you dated February 16th, 2022, my first question was:

“ In reviewing the public documents associated with the bid on this contract, it does not appear that the NIOSH contracting office conducted a “price reasonableness determination” as part of its bid evaluation process to identify if any bids were too high or too low to provide the services. Is that correct?

If so, why wasn’t a price reasonableness determination included in the bid evaluation process for such a complex, large and impactful contract? It is our understanding that this process is included in many federal contracts award processes to prevent low-ball bidding at a level that is insufficient to provide the proper and adequate services called for in the contract, or to prevent a bid from being considered that is too high, and thus not cost-effective.

So, I again ask the question from the Spring, *“If a price reasonableness determination was NOT part of this bid process, what steps did the NIOSH contract office take to ensure that any low bid was not too low to ensure that the vendor would be able to provide adequate services?”*

Clearly based on their performance to date we can assume that Sedgwick was the low bidder on this contract and did not provide the contract with adequate staff and training as highlighted by

what we have seen to date of the Sedgwick staff's inability to perform their jobs and provide services for the program's members.

If you look at the experience of the last four months, it appears that Sedgwick bid on this contract with the expectation of providing the least amount of services to generate the most amount of profit. This is evidenced by Sedgwick's actions responding to their lack of services-- increasing staffing, increased hours and surge capacity, and increased training that has been added since the contract began.

What we cannot understand is why, under your leadership, the CDC would consider continuing Sedgwick as the National Provider and renewing their contract given their gross non-performance without taking public steps to assure enforcement of the terms of the contract and without any penalties on Sedgwick?

If this was a commercial contract it would likely have been terminated by this point and a successor company would have been hired to perform the terms and conditions of the contract.

We realize that rebidding this contract is a significant undertaking and may be disruptive, but it can't be any more disruptive than the last four months have been. Given Sedgwick's failure to meet the terms of the contract and to provide required services and benefits to 9/11 responders and survivors, we believe CDC must consider this course of action.

At a minimum, the CDC's contracting office must utilize every possible legal authority to hold Sedgwick accountable for its failures, finally get the performance that the contract requires, and publicly inform program members of the steps the agency is taking to achieve these ends and hold Sedgwick accountable.

We look forward to your response.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. Chevat', with a long horizontal stroke extending to the right.

Benjamin Chevat
Executive Director

911 HEALTH WATCH

c/o New York State AFL-CIO
100 South Swan Street, Albany, New York 12210
646-634-9103 • www.911healthwatch.org

January 6th, 2023

Board of Directors

President
Peg Seminaro

Treasurer
Ryan Delgado
New York State AFL-CIO

Secretary
Micki Siegel de Hernandez
CWA

Jessica Garcia
RWDSU

Liam Guilfoyle
UFOA

Walter Jones
Laborers' Health and Safety Fund of
North America

Steven Markowitz MD, DrPH

Sybil McPherson
DC 37, AFSCME

Jim Slevin
IAFF

Executive Director
Benjamin Chevat

Deputy Executive Director
Suzy Ballantyne

Mr. David North
Chief Executive Officer
Sedgwick
8125 Sedgwick Way
Memphis, TN 38125

Dear Mr. North,

I am writing on behalf of 9/11 Health Watch to convey our concerns about the continuing poor performance of Managed Care Advisors Sedgwick (Sedgwick) in providing contracted services to members of the World Trade Center Health Program (WTCHP).

It has been over five months since Sedgwick became the Nationwide Provider Network (NPN) administrator for the WTCHP under contract with the Centers for Disease Control (CDC). During that time, it is our view that Sedgwick has repeatedly and continuously failed to meet its contractual requirements with the CDC.

9/11 Health Watch has documented over 100 members who have had problems with Sedgwick and reported them to the WTCHP, including the following issues.

1. Sedgwick not answering the phone or returning calls, not just to the call center but to point of contacts and case managers as well.
2. Sedgwick staff providing inaccurate program information.
3. Sedgwick's failure to notify members when their providers are outside the network.
4. Sedgwick's failure to sufficiently recruit out of network providers, including active cancer care providers that were in the LHI network who are not in the new network.

5. Providers who have been providing care previously under the previous NPN but refuse to work with Sedgwick given their experiences with Sedgwick.
6. Sedgwick providers billing the member for covered services.
7. Sedgwick staff not approving appointments for services.
8. Sedgwick listing providers as in-network who are in fact not in your NPN.
9. Sedgwick's lack of in-network mental health providers.
10. Sedgwick's failure to provide single-case agreements for those who are now out-of-network providers currently treating members under active cancer or mental health treatment until those providers could be recruited into the network.
11. WTCHP members now on their third or fourth case manager who do not appear to have sufficient training due to the tremendous staff turnover that Sedgwick is experiencing.

Enough people have been affected by these myriad problems that there have been press reports from around the country describing Sedgwick's failure to provide services, including:

- ["9/11 health program users plagued with problems using new medical providers"](#) by Michael McAuliff, New York Daily News, November 7, 2022.
- ["Jacksonville 9/11 first responder battling cancer dropped from WTC health program after insurance provider switch, Brown receives infusions every three months"](#) News 4, Jacksonville, Florida, August 31, 2022.
- ["Macon man who worked during 9/11 struggles to get therapist"](#) WMAZ, Macon, GA., December 14th, 2022

When Managed Care Advisors/Sedgwick President Lisa Firestone was asked about these problems, she responded by saying

"Since we have taken over management of the Nationwide Provider Network, our team is focused on providing an optimal member experience..."

But the problems outlined above do not, by any stretch of the imagination, meet the definition of "optimal member experience."

Sedgwick's continuing contractual nonperformance means that WTC Health Program members are still not getting proper access to the program and its benefits.

And while call center staff now appear to at least be answering the phones, albeit at an inadequate rate, at this time Sedgwick cannot provide any data as to whether in fact members' issues are being satisfactorily resolved once they connect.

During the preparation for the transition, Sedgwick reported in March 2022 that the new National Provider Network to be supplied by Sedgwick would cover 88% of members (which would result in 2,147 members of the program with at least one or more providers out of network. Five months later, we are finding that over 2,000 additional program members—over 4,000 total—have a provider who is not in the new network—double the number of providers that Sedgwick reported in its gap analysis, and only 80% of the providers in the previous network provided by Logistics Health Incorporated (LHI), the prior NPN contractor. (In some cases, the out-of-network providers have been serving clients without realizing they were now out of the NPN under Sedgwick.)

As you can imagine, this has caused enormous disruption and distress, especially given that many of the World Trade Center Program Members had no warning of the loss of their provider.

Moreover, we recently learned that Sedgwick has submitted only 22 claims from providers for payment as of October, and only 289 in November. Given Sedgwick's national reputation among providers for non-payment (or other payment problems) under other programs they contract to serve, that payment rate is a worrisome signal as Sedgwick is purportedly trying to close the gap in providers and recruit them to its provider network.

Again, it should be obvious that a network which fails to provide timely payments is not going to find or retain providers willing to participate in the WTC Health Program and provide services.

We'd like to believe that WTCHP members will be spared the horrendous experiences of Amazon employees who get their medical services from Sedgwick. ("Amazon employees are left to suffer after workplace injuries," The Guardian, April 2, 2019.)

But that does not appear to be the case.

We assume Sedgwick was the low bidder for this contract and you thought you would take your worker compensation business model of spending as little as possible and providing as little assistance as possible on this contract.

Using this model, Sedgwick's poor performance will continue to impact the care of 9/11 responders and survivors.

Using that model, it appears that instead of "never forgetting" 9/11 and the injured 9/11 responders and survivors whose health is still impacted by it every day, it appears that Sedgwick forgets 911 everyday—by delivering abysmal service to this community.

Mr. North, what is Sedgwick going to do about this?

We suggest you staff up by providing:

1. Adequate numbers of case managers, trained and paid enough to retain for more than a month.
2. The same number of points of contact for members as the previous national provider.
3. Adequate staff to quickly recruit enough providers to close the larger than expected gap in providers in your network.

We look forward to hearing what steps Sedgwick will be taking to improve their service to the 911 Community.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Chevat", with a stylized flourish at the end.

Benjamin Chevat
Executive Director

United States Senate

WASHINGTON, DC 20510

January 20, 2023

Mr. David North
Chief Executive Officer
Sedgwick
8125 Sedgwick Way
Memphis, TN 38125

Dear Mr. North,

We are writing you to raise serious concerns about Sedgwick's performance as a contractor in delivering care through the World Trade Center Health Program (WTCHP) to 9/11 first responders and survivors. As the Senate sponsors who led the passage of the 2010 James Zadroga 9/11 Health and Compensation Act that first established the WTCHP and its subsequent reauthorizations and amendments in 2015, 2019 and 2022, we are deeply invested in quality of care and services provided by this program to those injured by the attacks and their aftermaths.

Your firm, Sedgwick, owns Managed Care Advisors (MCA) which took over the contract with the WTCHP to provide the program's Nationwide Provider Network (NPN) services starting August 1st, 2022. The NPN is a network of healthcare providers across the nation that delivers care to WTCHP beneficiaries for their program-eligible benefits. Through our meetings with 9/11 advocates, constituent complaint, and CDC staff briefings, it has come to our attention that the NPN services Sedgwick provides through MCA to WTCHP members do not meet the standard and quality of care expected for our nation's 9/11 first responders and survivors.

These complaints have also been well documented in media reports. News 4 in Jacksonville, FL reported in August 2022 that a first responder at the Pentagon on 9/11 helping recover and remove bodies from the attack was dropped by the NPN shortly after MCA took over the NPN contract. The responder at the time was battling cancer and struggled to receive needed treatments. In Macon, Georgia local news station WMAZ reported in

December 2022 that a worker affected by the 9/11 attacks struggled to get a therapist before the 9/11 anniversary after MCA took over the provision of services. Just the other day the New York Daily News covered a letter issued by the leading advocacy group for 9/11 survivors and first responders, 9/11 Health Watch, which described little progress being made in addressing issues that have been raised by beneficiaries and advocates for months.

These public reports are supplemented by issues raised privately with our offices furthering serious concerns with your company's performance as the contractor responsible for operating the WTCHP's NPN. Such issues include, but are not limited to, the below complaints received after MCA took over operations of the NPN:

1. Beneficiaries have experienced difficulties in even reaching the program's call center for several months in violation of contract requirements for the NPN's call center.
2. When beneficiaries can get through to the call center, they do not have calls returned or appointments scheduled
3. MCA staff provided inaccurate program information to beneficiaries, allegedly due to insufficient training.
4. Beneficiaries have received inadequate member care in part due to high turnover of MCA staff operating the program.
5. MCA operators provided inaccurate provider network information to the program to beneficiaries who have subsequently found that their original providers are now out of the program's covered network.
6. Additionally, MCA materials and staff inaccurately describe providers as participating in the NPN, leading to confusion and delays in care.
7. MCA's new provider network for the NPN lacks key providers in many areas, particularly for mental health services needed by many program beneficiaries.
8. Program members are unable to obtain medical care or their annual medical monitoring exams.

As we understand this is just a partial list of the issues that World Trade Center beneficiaries – people who survived and were called to assist on the most tragic day in our nation's history - have been dealing with since your company took over managing the National Provider Network.

We ask that you swiftly respond in detail to the above-outlined issues including describing any actions that your company has taken or will take to

ensure these problems do not continue to harm the operations of the WTCHP and hinder access to care for its beneficiaries.

We must ensure that all 9/11 responders and survivors receive the care that our nation's government has promised them and they deserve for their service and suffering.

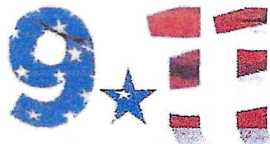
Sincerely,



Kirsten Gillibrand
United States Senator



Charles E. Schumer
United States Senator



HEALTH WATCH

c/o New York State AFL-CIO

100 South Swan Street, Albany, New York 12210

646-634-9103 • www.911healthwatch.org

Board of Directors.

President
Peg Seminario

Treasurer
Ryan Delgado
New York State AFL-CIO

Secretary
Micki Siegel de Hernandez
CWA

Rupa Bhattacharya
Georgetown University Law Center

Jessica Garcia
RWDSU

Steven Markowitz MD, DrPH

Sybil McPherson
DC 37, AFSCME

Sean Michael
UFOA, IAPF

Jim Slevin
IAFF

Lisa M. Sabitoni
Laborers' Health & Safety Fund
of North America

Executive Director
Benjamin Chevat

Deputy Executive Director
Suzy Ballantyne

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.

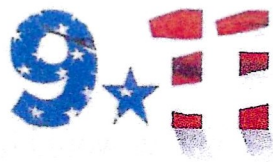
We would appreciate a reply from your office and/or the CDC Contracting Office in charge of oversight and the development of the RFP for the next NPN contract.

Thank you for your attention to this matter.

Sincerely

A handwritten signature in blue ink, appearing to read 'B Chevat', with a long horizontal flourish extending to the right.

Benjamin Chevat
Executive Director



HEALTH WATCH

c/o New York State AFL-CIO

100 South Swan Street, Albany, New York 12210

646-634-9103 • www.911healthwatch.org

Board of Directors.

President
Peg Seminaro

Treasurer
Ryan Delgado
New York State AFL-CIO

Secretary
Micki Siegel de Hernandez
CWA

Rupa Bhattacharya
Georgetown University Law Center

Jessica Garcia
RWDSU

Steven Markowitz MD, DrPH

Sybil McPherson
DC 37, AFSCME

Sean Michael
UFOA, IAFF

Jim Slevin
IAFF

Lisa M. Sabitoni
Laborers' Health & Safety Fund
of North America

Executive Director
Benjamin Chevat

Deputy Executive Director
Suzy Ballantyne

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

March 20, 2024

Dear Dr. Cohen,

On behalf of the Board of Directors of *9/11 Health Watch, Inc.*, I am again writing to you regarding the Center for Disease Control (CDC) Contract Office and their administration of contracts for the World Trade Center Health Program; this time regarding the administration of the program's Third-Party Administrator Contract (TPA).

As you may know, the CDC contract office issued a solicitation for Third Party Administrator Services for the World Trade Center Health Program on December 3, 2021, and made an award under that solicitation to a firm called Cahaba Safeguard Administrators LLC (Cahaba).

Given the history of this solicitation, the resulting award, the subsequent bid protest, cancellation, and litigation resulting in the current contract holder being left in place during a bridge contract, it would be safe to say that the CDC Contract Office performance in this solicitation and award was inadequate.

While the problems with this solicitation and subsequent award were discovered before it impacted the Members of the World Trade Center Health Program, we have many of the same concerns regarding any new solicitation for a TPA for the program by the CDC contract office as we do with any solicitation for under the National Provider Network (NPN) as we detailed in our letter of February 6, 2024.

While we would have thought that a new solicitation for this contract would have been issued by the contract office by now, we want to make some specific recommendations of what should be in any future TPA solicitation:

1. Termination Provision. First and foremost, as with the Sedgwick's contract for the NPN, we would expect that any future TPA contract provides that the contract can not only be terminated for nonperformance, but that the vendor would be required to continue to perform until another vendor is obtained. As with the NPN contract, any TPA contract should 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 any future TPA vendor who is not meeting contract performance requirements. Currently the CDC has few, if any tools, to hold a contractor accountable. This must change.
3. Performance Statistics. Any future contract should require the periodic public release of contract performance statistics. The current contracts drafted by the contract office preclude the public release of contract performance statistics by vendors, hiding the details of their performance or nonperformance from the public. We are told by the CDC contract office that this is to protect the contractor and is meant to ensure "fairness" to the contractor, but there is no consideration of the impact to WTC Health Program members due to this lack of transparency.
4. Management of the Provider Network: It was understood years ago that the TPA would be responsible for vetting and enrolling providers, managing their contracts, onboarding, and providing continuous education on the WTC Health Program policies and procedures and maintaining a useable codebook that could be accessed by the CCEs and providers. Meanwhile, the CCE's have worked very closely with providers and have developed referral pathways as well as contacts over the course of the years. It is important that

CCE's can inform TPA of a clinical need for specific provider due to the following (1) a geographic need, (2) expertise in specific specialty, (3) continuity of care or (4) when requested by a patient for one of the aforementioned reasons. The CCE's have never been and should not be responsible for vetting providers for good standing, with their presentation of provider to TPA being based on medical/patient need only. Clarification of the roles and responsibilities for the TPA vs the CCE's is crucial, with the TPA taking clear ownership of management of the network while effectively responding to inquiries and requests from the patients via the CCE.

5. Need for Provider Portal for Members. The Providers in the TPA network are not publicly available to the members so that WTC Health Program members can see for themselves if their providers are in network prior to choosing a provider.

Because the list is not available to the members, they are not able to know for certain whether a provider is or is not in the network unless they call and consult the CCE. If they choose an out-of-network provider, it is not often discovered until the claim is denied. At that point, the enrollment of the new provider becomes unnecessarily urgent, and problematic, if the provider chooses not to join the network. Some CCEs with large geographic regions may experience this problem more often, because members need accessibility to where they live rather than accessing a centralized hospital system.

6. Managing the Codebook: The codebook should be proactively updated and not rely so heavily on CCEs to request standard medical codes to be added after services have been received. An example is chemotherapy drugs that are administered at infusion centers. There should be a better system for adding new drugs once they are approved or including groups of new codes rather than adding one specific code at a time. What happens is the CCE requests changes so a claim can be paid, which is at the very end of the process, and it causes unnecessary work and delays. The onus should be on the TPA to proactively update the codebook while allowing CCEs to request additions for those unforeseen services.
7. Managing the Claims Process: The existing claims processing procedure is complex and involves many moving parts. A tumultuous change in the TPA could negatively impact provider participation if the changes or transition

results in payment delays. Such a negative outcome could have a devastating impact on patient care by limiting the providers willing to accept WTC program coverage. Many of the CCEs have developed an efficient low-cost claims process which has proven efficacy in that less than 2% of claims submitted by the CCEs are denied by the TPA; therefore, it is crucial that any future TPA is able to adapt to the individual needs of the CCE's. Existing resources such as the provider portal should be customizable and expanded upon, with more tools being offered to the program to facilitate the claims review process. The TPA should accurately identify standard claim edits and check for eligibility. Opportunities for the TPA to further support the CCE through additional standardized edits or reviews should also be explored, as this would enable the CCE's to work more efficiently on performing claims reviews. An assessment of CCE needs should be included as part of the research for the new TPA solicitation. Any change should transition of the TPA vendor should have a significant transition timeline.

8. Consulting with Clinics. Before the TPA solicitation, the CDC contract office consulted with the CCEs for ways to improve the delivery of services to the members; however, due to the delay in awarding a new contract, it is not known if these above issues were addressed in the new solicitation. At this point, everything has remained static while we wait for the new contractor to be put in place. We would urge that before any new solicitation that there be another round of consultation with the clinics.

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

Given the difficulties that the CDC contract office has experienced with this contract we assume that planning is beginning for the next contract RFP. We expect that steps will be taken to learn from the extensive problems the CDC staff has had with the previous RFP and that future contracts for the TPA 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 TPA contract.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B Chevat', with a stylized flourish at the end.

Benjamin Chevat
Executive Director

Congress of the United States

Washington, DC 20515

April 25, 2024

Secretary Xavier Becerra
U.S. Department of Health & Human Services
Hubert H. Humphrey Building
200 Independence Avenue, S.W.
Washington, D.C. 20201

Dear Secretary Becerra,

We write to express continued concerns regarding the continuing poor performance of Managed Care Advisors (MCA)-Sedgwick as the federally-contracted administrator of the Nationwide Provider Network, which is part of the World Trade Center Health Program. As strong supporters of this crucial health program, we are very committed to ensuring that the program continues to provide the health care and medical monitoring as was originally intended.¹

The James Zadroga 9/11 Health and Compensation Act of 2010 established the World Trade Center Health Program within the National Institute for Occupational Safety and Health (NIOSH) to provide monitoring and treatment for 9/11-related health conditions for enrolled responders and survivors. This program provides vital medical monitoring and care to nearly 128,000 responders and survivors across the United States.²

Since receiving its contract with the program, MCA has served as the federally-contracted administrator of the Nationwide Provider Network, which serves more than 32,000 responders and survivors who live outside the New York metropolitan area.³

While there have been some improvements in service, such as the wait time to get the call centers to answer and the recent expansion of the number of providers, there are still serious deficiencies in MCA's ability to deliver vital services including being able to provide annual medical examinations, which we consider to be the cornerstone of the program.

One issue that has recently come to our attention is MCA's inability to use the New York area clinics or Clinic Centers of Excellence (CCE) as network providers, despite these clinics currently providing most of the program's services to its members. Providing responders and survivors the option of using New York area clinics or CCEs as providers to receive care, especially annual medical monitoring exams, only makes sense in terms of increasing MCA's ability to perform its contract.

To fulfill our moral obligation to 9/11 survivors and responders, we must ensure the World Trade Center Health Program not only has the necessary resources, but that the program is properly administered so that members receive the high-quality care that they need and deserve.

¹ Pub. L. No. 111-347 (2010).

² <https://www.cdc.gov/wtc/ata glance.html#enrollmentWTC>

³ https://www.cdc.gov/wtc/pdfs/reports/wtchp_state_20230930-508.pdf

In this light, we would like to know what steps can be taken to allow Nationwide Provider Network members to be able to access New York area clinics or CCEs if they want.

We appreciate your attention to this matter and welcome a quick response to this time-sensitive issue.

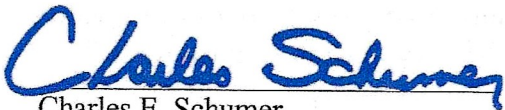
Sincerely,



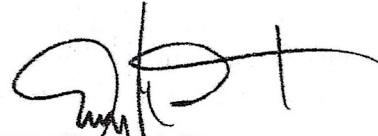
Andrew R. Garbarino
Member of Congress



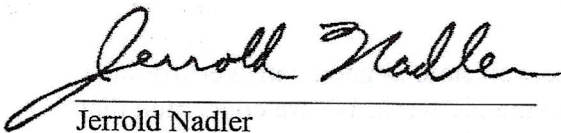
Kirsten Gillibrand
United States Senator



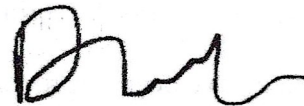
Charles E. Schumer
United States Senator



Anthony D'Esposito
Member of Congress



Jerrold Nadler
Member of Congress



Dan Goldman
Member of Congress

Congress of the United States
Washington, DC 20510

July 10, 2024

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

Dear Dr. Cohen,

We write to you concerning the performance of Managed Care Advisors Sedgwick (MCA Sedgwick) as the National Provider Network (NPN) in administering services to 9/11 responders and survivors in the National Program since taking over the NPN contract in August of 2022.

We are committed to ensuring that the World Trade Center Health Program continues to provide health care and medical monitoring and would like to request an update on what actions are being taken to address the serious issues plaguing the NPN.

While there have been improvements in service, such as the wait time to get an answer from the call centers and the expansion of the number of providers in the Network, we are concerned that there are still serious deficiencies in MCA Sedgwick's ability to deliver services.

We appreciate that your staff has been updating our offices on a continuous basis, we request the Centers for Disease Control (CDC) provide us with additional information:

1. After the go live date for MCA Sedgwick as the NPN contractor, there were serious issues with the delivery of services to NPN members. Can the Program summarize what those issues were and what steps were taken to address those problems?
2. What issues or challenges has the program identified that still need to be addressed, and what actions is the program taking to do so?
3. We understand that there are still serious problems with Program Providers being paid in a timely manner. In addition, program members are improperly receiving bills for services that the NPN should have paid. In some cases, the bills are sent to collection, putting members' credit at risk. What is the program doing to correct this?
4. We understand that there are still some members who cannot obtain an annual monitoring exam, which every member is entitled to once per year. What is being done to address this?
5. How many members who wished to receive an annual examination have not received monitoring vs. the total of NPN members who have received an annual exam under Sedgwick?
6. When does the program expect the remaining issues to be fully resolved?

7. We understand that the provider portal that had been on the program website at the beginning of the go live date to allow members to look for possible providers was removed. Can the program explain the reason for its removal?
8. Without the portal, can the program explain the process of how members can find providers who are in MCA Sedgwick's provider network, since there is no portal available. Why isn't this process explained on the program's website?

We appreciate your attention to this critical issue and look forward to hearing how the CDC plans to address these issues.

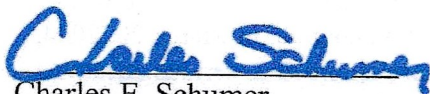
Sincerely,



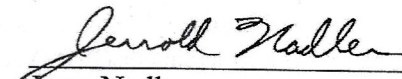
Kirsten Gillibrand
United States Senator



Andrew Garbarino
Member of Congress



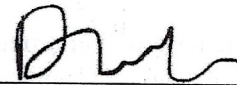
Charles E. Schumer
United States Senator



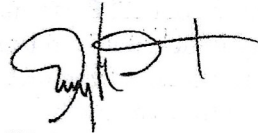
Jerry Nadler
Member of Congress



Mike Braun
United States Senator



Dan Goldman
Member of Congress



Anthony D'Esposito
Member of Congress

Congress of the United States

Washington, DC 20510

August 23, 2024

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

Dear Dr. Cohen,

We write to you concerning the performance of the Center for Disease Control and Prevention (CDC)'s contracting office and their administration contracts for the World Trade Center Health Program. We are committed to ensuring the World Trade Center Health Program continues to provide the health care and medical monitoring as was originally intended when the *James Zadroga Act* was signed into law in 2011.

We received copies of 911 Health Watch Inc, letters to you regarding the National Provider Network (NPN) contract of February 6th, 2024, its Third-Party Administrator (TPA) contract of March 20, 2024, and Pharmacy Benefit Manager (PBM) contract of April 11, 2024. These letters raise serious questions regarding the CDC contract offices and make specific recommendations for future Request for Proposals.

We share these concerns and request the CDC contracting office implement the following suggestions:

1. Enforceable termination provisions that allow the program to fire a vendor who is not meeting performance standards, while still requiring a continuation of services until they can be replaced.
2. Financial Penalties so that action, short of termination, can be taken against vendors who are not meeting contract requirements.
3. Implementing contract Performance Statistics that would require any future contracts to periodically issue a public release of contract performance statistics. The current contracts preclude the release of contract performance statistics by vendors, hiding the details of their performance from the public.

It is clear that if administration contracts were constructed with specific enforcement provisions and more rigorous requirements, 9/11 responders and survivors would be better served by the World Trade Center Health Program's contracted vendors.

We appreciate your attention to this critical issue and look forward to hearing how the CDC contract office will implement these suggestions.

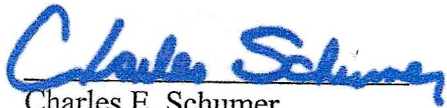
Sincerely,



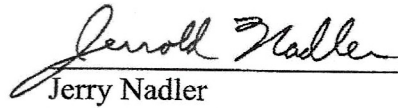
Kirsten Gillibrand
United States Senator



Andrew Garbarino
Member of Congress



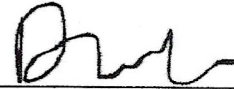
Charles E. Schumer
United States Senator



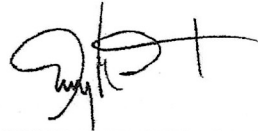
Jerry Nadler
Member of Congress



Mike Braun
United States Senator



Dan Goldman
Member of Congress



Anthony D'Esposito
Member of Congress



200 First Street SW
Rochester, Minnesota 55905
507-284-2511
mayoclinic.org

March 27, 2025

Mr. Benjamin Chevat
Executive Director
9/11 Health Watch
c/o New York State AFL-CIO
100 South Swan Street
Albany, New York 12210

Via email at ben.chevat@911healthwatch.org and U.S. mail

Mr. Chevat,

I am writing in response to the March 19, 2025 letter from 9/11 Health Watch, which Mayo Clinic received via mail yesterday, March 26, 2025. The letter contains several serious inaccuracies which we want to correct given the importance of this issue, and we appreciate the opportunity to do so.

Your letter states that it is 9/11 Health Watch's understanding that Mayo Clinic has decided to no longer participate in the World Trade Center Health Program Network and provide cancer care and other medical treatment for 9/11 patients. Mayo Clinic has never been contracted as in-network with the World Trade Center Health Program. However, Mayo Clinic has cared for 9/11 first responder patients who have coverage via the program for many years. In those instances, Mayo Clinic enters into a single, patient specific case agreement where needed in order to facilitate payment via the program for the care. We have provided care to 9/11 first responder patients in that manner for more than a decade and have not made any change in that regard.

Given that Mayo Clinic has not changed anything with respect to its provision of care for 9/11 first responder patients, we were confused by the allegations that Mayo Clinic has discontinued care for this patient population. We have undertaken due diligence to understand what happened here and have identified what we believe is the reason for the misinformation. In February 2025, First Health, the network utilized by Sedgwick-Managed Care Advisors (MCA), the administrator for the World Trade Center Health Program, mistakenly listed Mayo Clinic as in-network for the World Trade Center Health Program. As we noted, that has never been the case. First Health subsequently corrected this and removed Mayo Clinic from the list of in-network providers. Presumably in response to First Health's actions, Sedgwick-MCA sent notice to program members instructing that Mayo Clinic is not in-network for the program.

Mayo Clinic has corrected this confusion directly with the World Trade Center Health Program, confirming with the program that Mayo Clinic has not changed and has no intention to change its provision of care for 9/11 first responder patients. The World Trade Center Health Program has likewise confirmed that they have the same understanding. We have also confirmed that Mayo Clinic has not ceased care or cancelled appointments for 9/11 first responder patients. Mayo Clinic has begun to reach out to patients directly to confirm that they are still able to obtain care at Mayo Clinic. Multiple patients have upcoming appointments and ongoing care, all of which will continue as intended.

Mayo Clinic holds a deep appreciation for the sacrifices of 9/11 first responders and survivors. We are honored to have cared for these patients for many years and have no plans to change that. Given the importance of this matter, we greatly appreciate the opportunity to correct the inaccuracies being shared and reported on this subject.

Sincerely,

A handwritten signature in cursive script that reads "Christopher Toby".

[Christopher Toby \(Mar 27, 2025 16:36 EDT\)](#)

Christopher Toby
Division Chair, Contracting and Payer Relations
Mayo Clinic

9/11 HEALTH WATCH

c/o New York State AFL-CIO
100 South Swan Street, Albany, New York 12210
646-634-9103 • www.911healthwatch.org

Board of Directors.

President
Peg Seminaro

Treasurer
Ryan Delgado
New York State AFL-CIO

Secretary
Micki Siegel de Hernandez
CWA

Rupa Bhattacharya
Georgetown University Law Center

Jessica Garcia
RWDSU

Steven Markowitz MD, DrPH

Sybil McPherson
DC 37, AFSCME

Sean Michael
UFOA, IAFF

Jim Slevin
IAFF

Lisa M. Sabitoni
Laborers' Health & Safety Fund
of North America

Executive Director
Benjamin Chevat

Deputy Executive Director
Suzy Ballantyne

Mr. David North
Chief Executive Officer Sedgwick
8125 Sedgwick Way
Memphis, TN 38125

April 23, 2025

Dear Mr. North,

I am writing again on behalf of 9/11 Health Watch regarding the continuing poor performance of Managed Care Advisors Sedgwick (Sedgwick) in providing services to members of the World Trade Center Health Program (WTCHP) under its contract with the Centers for Disease Control (CDC).

More than two and half years since your start date of August 1, 2022, your firm has managed to at least answer your phones, something that took you months to do, and you are now providing services to the 9/11 responders and survivors of the National Provider Network (NPN) of the World Trade Center Health Program (WTCHP). But NPN members are still facing significant challenges to receive needed care due to your company's poor performance.

Nearly every week 9/11 Health Watch continues to document continuing issues with Sedgwick's performance that are impacting responders and survivors in the program such as:

1. Sedgwick not paying network providers bills submitted for payment to your company in a timely way, not providing providers support when bills are rejected so that they can understand the rejections and resubmit them. This is happening so frequently that many providers are refusing to continue to participate.

2. A large backlog of over 8 months in non-cancer certification requests that 9/11 Health Watch reported to the program last fall. This backlog means NPN members are delayed getting access to care for their non-cancer conditions.

3. 9/11 Health Watch reports cases to the World Trade Center Health Program where your company continues to lose records that are provided to it by program members.

4. Every week 9/11 Health Watch is contacted by a program member who can't get Sedgwick staff to return their calls seeking care.

These are just some of the issues that continue to face program members who are in the NPN that your company manages.

Today, I am writing to document your company's latest failure with respect to those members of the NPN that are receiving care from the Mayo Clinic at its locations in Minnesota, Arizona and Florida.

As the attached letter from the Mayo Clinic to me dated March 27th, 2025, details, it appears that Sedgwick has again failed the NPN members in spectacular form.

Recently Sedgwick contacted over 20 NPN members who were receiving care from Mayo Clinic locations in Minnesota and Arizona, informed them that Mayo Clinic was no longer in "network" and that the members would immediately no longer be able to receive care for their 9/11 conditions at Mayo Clinic facilities. Members would have to interrupt their care, in many cases cancer care and get care from an alternative provider.

According to the Mayo Clinic, this was not the case.

As the Mayo Clinic's letter of March 27, 2025 (attached) to 911 Health Watch states:

"Mayo Clinic has never been contracted as in-network with the World Trade Center Health Program. However, Mayo Clinic has cared for 9/11 first responder patients who have coverage via the program for many years. In those instances, Mayo Clinic enters into a single, patient specific

case agreement where needed in order to facilitate payment via the program for the care. We have provided care to 9/11 first responder patients in that manner for more than a decade and have not made any change in that regard.

Given that Mayo Clinic has not changed anything with respect to its provision of care for 9/11 first responder patients, we were confused by the allegations that Mayo Clinic has discontinued care for this patient population. We have undertaken due diligence to understand what happened here and have identified what we believe is the reason for the misinformation. In February 2025, First Health, the network utilized by Sedgwick-Managed Care Advisors (MCA), the administrator for the World Trade Center Health Program, mistakenly listed Mayo Clinic as in-network for the World Trade Center Health Program. As we noted, that has never been the case. First Health subsequently corrected this and removed Mayo Clinic from the list of in-network providers. Presumably in response to First Health's actions, Sedgwick- MCA sent notice to program members instructing that Mayo Clinic is not in-network for the program.

Mayo Clinic has corrected this confusion directly with the World Trade Center Health Program, confirming with the program that Mayo Clinic has not changed and has no intention to change its provision of care for 9/11 first responder patients. The World Trade Center Health Program has likewise confirmed that they have the same understanding. We have also confirmed that Mayo Clinic has not ceased care or cancelled appointments for 9/11 first responder patients. Mayo Clinic has begun to reach out to patients directly to confirm that they are still able to obtain care at Mayo Clinic. Multiple patients have upcoming appointments and ongoing care, all of which will continue as intended.

Mayo Clinic holds a deep appreciation for the sacrifices of 9/11 first responders and survivors. We are honored to have cared for these patients for many years and have no plans to change that. “

So, it is clear this interruption in care for program members was caused by Sedgwick and should not have happened.

It is our understanding that the WTC Health Program is resolving the issue and is working out an arrangement directly with the Mayo Clinic to ensure NPN members will have access to care at the Mayo Clinic facilities now and in the future.

But it is inexcusable after two and half years of managing the NPN, that Sedgwick still doesn't seem to know who their providers are and the arrangements the company has with them.

I am not expecting a response but wanted to document your company's latest failure and to thank the Mayo Clinic for their continued support and care for 9/11 responders and survivors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Benjamin Chevat', with a stylized flourish at the end.

Benjamin Chevat
Executive Director



200 First Street SW
Rochester, Minnesota 55905
507-284-2511
mayoclinic.org

March 27, 2025

Mr. Benjamin Chevat
Executive Director
9/11 Health Watch
c/o New York State AFL-CIO
100 South Swan Street
Albany, New York 12210

Via email at ben.chevat@911healthwatch.org and U.S. mail

Mr. Chevat,

I am writing in response to the March 19, 2025 letter from 9/11 Health Watch, which Mayo Clinic received via mail yesterday, March 26, 2025. The letter contains several serious inaccuracies which we want to correct given the importance of this issue, and we appreciate the opportunity to do so.

Your letter states that it is 9/11 Health Watch's understanding that Mayo Clinic has decided to no longer participate in the World Trade Center Health Program Network and provide cancer care and other medical treatment for 9/11 patients. Mayo Clinic has never been contracted as in-network with the World Trade Center Health Program. However, Mayo Clinic has cared for 9/11 first responder patients who have coverage via the program for many years. In those instances, Mayo Clinic enters into a single, patient specific case agreement where needed in order to facilitate payment via the program for the care. We have provided care to 9/11 first responder patients in that manner for more than a decade and have not made any change in that regard.

Given that Mayo Clinic has not changed anything with respect to its provision of care for 9/11 first responder patients, we were confused by the allegations that Mayo Clinic has discontinued care for this patient population. We have undertaken due diligence to understand what happened here and have identified what we believe is the reason for the misinformation. In February 2025, First Health, the network utilized by Sedgwick-Managed Care Advisors (MCA), the administrator for the World Trade Center Health Program, mistakenly listed Mayo Clinic as in-network for the World Trade Center Health Program. As we noted, that has never been the case. First Health subsequently corrected this and removed Mayo Clinic from the list of in-network providers. Presumably in response to First Health's actions, Sedgwick-MCA sent notice to program members instructing that Mayo Clinic is not in-network for the program.

Mayo Clinic has corrected this confusion directly with the World Trade Center Health Program, confirming with the program that Mayo Clinic has not changed and has no intention to change its provision of care for 9/11 first responder patients. The World Trade Center Health Program has likewise confirmed that they have the same understanding. We have also confirmed that Mayo Clinic has not ceased care or cancelled appointments for 9/11 first responder patients. Mayo Clinic has begun to reach out to patients directly to confirm that they are still able to obtain care at Mayo Clinic. Multiple patients have upcoming appointments and ongoing care, all of which will continue as intended.

Mayo Clinic holds a deep appreciation for the sacrifices of 9/11 first responders and survivors. We are honored to have cared for these patients for many years and have no plans to change that. Given the importance of this matter, we greatly appreciate the opportunity to correct the inaccuracies being shared and reported on this subject.

Sincerely,

A handwritten signature in blue ink that reads "Christopher Toby".

Christopher Toby (Mar 27, 2025 16:36 EDT)

Christopher Toby
Division Chair, Contracting and Payer Relations
Mayo Clinic

