

Memorandum of Understanding

**Carve-Out/Alternative Dispute Resolution Joint Labor Management Committee
City and County of San Francisco (CCSF)**

And

**For Inclusion Into The
Carve-Out/Alternative Dispute Resolution
Independent Medical Evaluator - Medical Treatment**

The City & County of San Francisco has entered into Workers' Compensation "Carve-Out"/Alternative Dispute Resolution Program (hereinafter the ADR Program) that has been authorized by the State Division of Workers' Compensation under Labor Code section 3201.7. The participating labor organizations are the San Francisco Firefighters Local 798 and the San Francisco Police Officers Association.

In this program, medical treatment disputes will be resolved by Independent Medical Evaluators (IMEs) who have been approved by a Joint Labor Management Committee consisting of members of the City and participating unions. **This replaces the state-required Independent Medical Review process (IMR).**

You have been selected by the Joint Committee to serve as an IME – Medical Treatment Evaluator to resolve medical treatment disputes. This Memorandum of Understanding (MOU) establishes the agreement between the physician and the Joint Committee.

I. PURPOSE

This Memorandum of Understanding describes the Parties' agreement on the objectives, policies, and terms for delivering medical opinions. Participation by Provider-Members is voluntary. It represents the mutual commitment of these medical providers and the Joint Committee to the timely and expeditious delivery of medical treatment opinions to the parties of claim consistent with the approved ADR Program. The City will continue to adhere to the CCSF Utilization Review Plan; however, objections by the Applicant to the denial or modification of medical treatment that cannot be resolved between the Applicant, the adjuster, and the Ombudsperson will be addressed by an IME.

II. SCOPE of AGREEMENT

The City requests that participating physicians provide the services requested below promptly.

Dr. _____ agrees to:

- A. Review the Primary Treating Physician or Surgeon's request for medical treatment that has been denied or modified through the City's utilization review physician in conjunction with the employee's current condition, diagnosis, and applicable medical records.

- B.** If an in-person examination is appropriate, schedule the evaluation promptly, within 30 days consistent with the physician's ability to do so. If this is not possible, the physician should be communicating with the parties on when an appointment can be expected. If delayed, a replacement provider may be selected.
- C.** Contact and discuss the treatment options with the Primary Treating Physician or Surgeon if appropriate.
- D.** Deliver a report outlining a treatment plan that is supported by the Medical Treatment Utilization Schedule or other high-quality scientific evidence through the expected return-to-work/permanent and stationary status within twenty (20) days from date of evaluation, or delivery of medical records if no in-person evaluation. If additional time or consultation is required, the IME may request additional time by contacting the Member Advocate/Ombudsperson. **Please note that the CCSF accepts service of reports electronically per DWC Regulation Section 36.7.**
- E.** Not accept a medical treatment dispute from a health care provider in your practice or work group (bar on self-referrals).
- F.** Receive and review medical records in electronic format (CD, encrypted email, physical memory device, etc.)

III. TERMS OF THIS AGREEMENT

- A.** This MOU will remain in effect by consent unless either party exercises its option to terminate. Physicians may choose to withdraw from agreement at any time. Removal from the list by the Joint Committee can occur at any time for failing to meet the expectations outlined in this agreement.
- B.** Fees and Reimbursements
Providers will be timely reimbursed for services rendered in accordance with the state Medical-Legal Fee Schedule with the AME -94 modifier. The City expects most reports to be billed at the ML 201 Comprehensive Medical-Legal Evaluation where an examination is conducted or a ML 203 Supplemental Medical-Legal Evaluation where no examination is conducted.
- C.** A provider's signature on Attachment A of this document confirms that the provider agrees to the provisions in this agreement incorporating all attachments and appendices.

Attachment A

CCSF IME Medical Treatment List Memorandum of Understanding (MOU) Signature Page

On signing of this MOU, the signatory attests to the following:

“I have read and understand the purpose, scope, terms and accountabilities of this Memorandum of Understanding. I have reviewed and do accept the expectations and policies described in its Attachments.”

PLEASE COMPLETE LEGIBLY, SCAN into .pdf and **RETURN** within 30 days by email to Helene Paz at helene.paz@sfgov.org. Or you may fax it back to (415) 701-5884.

Date: _____

Medical Provider's Name: _____

Title: _____

Individual Practitioner's signature:

X _____

Group Affiliation Name (if applicable):

Attachment B

Physician Credentials

PROVIDER NAME, Degree(s): _____

***If Applicable:* Group Practice/Healthcare Organization/Facility NAME and summary information:**

Tax ID Number :	
NPI Number :	
Phone Number:	Cell (if applicable):
Record Acceptance Email Address:	
Website URL:	
Practice Locations Primary: Secondary:	

Office Manager name and contact number:

* Providers/IME Members agree to notify the CCSF Workers Compensation Division within 10 days of knowledge of:

- Changes to your contact information, including office address, telephone, fax, and email.
- Changes to your California Medical License status, including the imposition of sanctions or probation by any medical licensing body.
- Any criminal indictments or charges filed against you. Suspension from participation in the workers' compensation system issued by the Administrative Director of the California Division of Workers' Compensation pursuant to Labor Code section 139.21 et. seq.