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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

REHAB WEST, INC. a California corporation

Sept. 16, 2021

By Sharon Douglas
Name Sharon Douglas
Title Owner, Chairwoman

September 16, 2021

By LISA PAROLY
Name LISA PAROLY
Title CEO

"Consultant"

CITY OF LONG BEACH, a municipal corporation

September 28, 2021

By Linda J. Takem
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This First Amendment to Agreement No. 35370 is approved as to form on

September 21, 2021.

CHARLES PARKIN, City Attorney

By DeLottin
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

EXHIBIT "A"

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3 1. MEDICAL CASE MANAGEMENT. Rehab West shall provide Medical Case
4 Management services as listed below:

5 1.1 Telephonic Case Management. Rehab West shall provide telephonic case
6 management services on claims referred by the City. For all Claims referred to Telephonic
7 Case Management arising from injuries or illnesses occurring on or after the effective date
8 of this Agreement, Rehab West shall assist in the coordination of services between City
9 and the medical provider to support the injured worker's return to work and improved
10 medical outcomes, as follows:

11 A. 3-point (adjuster, provider and patient, unless the patient is
12 represented by legal counsel) contact within three (3) business days or less after City
13 referral including Initial Telephonic Case Management Assessment Report which shall
14 include: date of last appointment, date of next appointment, work status, treatment plan,
15 projected disability, claimant contact, nurse analysis/comment, and plan of action within
16 five (5) business days by telephone, e-mail, or fax.

17 B. Follow-up within one (1) to two (2) business days after identified
18 appointment to determine outcome and to identify modified and full duty return to work
19 opportunities.

20 C. Where possible, coordinating treatment plans and return to work dates
21 with the treating physician for full and/or modified duty, negotiating provider reimbursement
22 amounts, and/or arranging for patient transfers to medical providers for injured workers
23 receiving care from non-network medical providers; provided that Rehab West shall not be
24 responsible for any patient transportation costs associated with the transfer of an injured
25 worker from one medical provider to another.

26 D. Proactively coordinate return to modified duty with injured worker,
27 employer and City.

28 E. If an injured worker seeks or receives care from a non-network

1 medical provider and is referred by City to Rehab West, City shall provide to Rehab West
2 all medical and other information necessary for Rehab West to provide case management
3 services. Rehab West shall use its best efforts to provide appropriate services for injured
4 workers receiving treatment from a non-network medical provider. Further, Rehab West
5 shall consult with City prior to providing any such services, including patient transfer
6 arrangements, on behalf of an injured worker receiving care form a non-network medical
7 provider.

8 1.2 Telephonic Case Management Quality Metrics and Performance Measures.

9 A. Rehab West shall provide case management savings quantified in
10 summary and case detail format. Rehab West shall calculate savings and list the savings
11 by line item. Rehab West shall work collaboratively with City to develop data elements and
12 report format.

13 B. Rehab West shall perform in accordance with its Quality Assurance
14 Checklist which shall include:

15 (i) 3-point (adjuster, provider and patient, unless the patient is
16 represented by legal counsel) contact within one (1) business day;

17 (ii) Initial assessment report within five (5) business days;

18 (iii) Follow-up on appointments within two (2) business days after
19 appointment, updates of plan of action, treatment plan and return to work;

20 (iv) Progress updates no less than every thirty (30) days provided
21 through City's case management system (commonly known as IVOS), or as agreed
22 between Rehab West and City;

23 (v) Promoting network at every possible opportunity (specialists,
24 MRI, PT, DME, RX, etc.);

25 (vi) Maintain contact with City as significant events occur including
26 alerts to initial evaluation and on "request to proceed";

27 (vii) Detailed progress and final reports to be developed
28 collaboratively with the City, and special reports provided upon request of the City.

1 1.3 Task and Field Case Management. Rehab West shall provide task or field
2 case management services on claims referred by the City. For all Claims referred to Task
3 or Field Case Management arising from injuries or illnesses occurring on or after the
4 effective date of this Agreement, Rehab West shall assist in the coordination of services
5 between City and the medical provider to support the injured worker's recovery, return to
6 work and improved medical outcomes.

7 1.4 Task and Field Quality Metrics and Performance Measures. Rehab West
8 shall meet the following performance measures on its Quality Assurance Checklist:

- 9 A. Case assigned to case manager within one (1) business day;
- 10 B. File reviewed by case manager within one (1) business day;
- 11 C. Contact made with employee, provider and employer within two (2)
12 business days;
- 13 D. Initial report made to City within fourteen (14) days (Final report if Task
14 Assignment);
- 15 E. Progress reports given to City every thirty (30) days or as requested.

16 1.5 Claim File Closure. Rehab West shall determine the appropriate time for
17 closure and notify the City within one (1) business day. Rehab West shall use the following
18 criteria:

- 19 A. Discontinuation of treatment because medical necessity was not
20 found;
- 21 B. Return-to-work after termination of an active treatment plan;
- 22 C. Medical treatment completed or permanent and stationary status
23 reached;
- 24 D. No further value-added services can be performed;
- 25 E. Request that the case be closed (may be for reasons of
26 Compensability); or
- 27 F. Medical Case Closure form with instructions for reopening the case.

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1 II. MEDICAL DISPUTE RESOLUTION. In the event City disagrees with Rehab West's
2 case management recommendations regarding the provision of services to an injured
3 employee, the parties agree to initiate a conference call or face to face meeting within five
4 (5) business days for the purpose of addressing the disputed issues and working out an
5 agreed resolution.

6 2.1 Level I Medical Disputes. For medical disputes involving a pre-
7 recommended treatment plan with an estimated case value below One Thousand Dollars
8 (\$1,000.00), as determined by the case manager, the dispute shall be addressed between
9 the claims examiner and Rehab West case manager, along with the City's claims
10 supervisor and Rehab West's case management technical lead, respectively, for
11 resolution.

12 2.2 Level II Medical Disputes. For medical disputes involving a pre-
13 recommended treatment plan with an estimated case value greater than One Thousand
14 Dollars (\$1,000.00), as determined by the case manager, the dispute shall be addressed
15 between the claims examiner and Rehab West case manager, the City's claims supervisor,
16 Rehab West's case management technical lead, and if specifically requested, the City's
17 claims manager and Rehab West's account manager, respectively, for resolution.

18 2.3 The parties agree to use their best efforts to resolve all medical disputes
19 within three (3) business days after City's receipt of the necessary summary information
20 from Rehab West. In those instances where the parties cannot reach an agreement as to
21 the appropriate treatment to be provided to an injured worker and City's proposed
22 alternative course of treatment varies materially, as determined by the Physician Advisor
23 in his or her sole discretion, from the treatment plan recommended by Rehab West and its
24 medical providers, Rehab West shall have the right to cease providing case management
25 services relating to the injured worker's care.

26 2.4 Notwithstanding the medical dispute resolution process described above and
27 Rehab West's obligations to perform case management services on behalf of City under
28 this Agreement, City retains the sole responsibility and authority to accept or deny workers'

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1 compensation claims and to make workers' compensation benefit and coverage-related
2 decisions.

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EXHIBIT "B"

Medical Case Management	
Pricing Matrix	
Hourly Telephonic Case Management (TCM) Rate (billed in 1/10 of an hour increment – 6-minute increments)	\$ 105.00
Hourly Field Case Management (FCM) Rate (billed in 1/10 of an hour increment – 6-minute increments)	\$ 105.00
- Medical Doctor (MD) Visit (billed in 1/10 of an hour increment – 6-minute increments)	\$ 105.00
- MD Visit & Home Visit (billed in 1/10 of an hour increment – 6-minute increments)	\$ 105.00
FCM Travel/Wait Rate (billed in 1/10 of an hour increment – 6-minute increments)	\$ 105.00
FCM Half Time – Travel/Wait Rate (billed in 1/10 of an hour increment – 6-minute increments)	\$ N/A
Mileage for Field (IRS Rate)	\$ IRS Rate
In-House Telephonic Case Manager	
Hourly Rate	\$ 95.00
Flat Rate based on full time/40 hour Week - TCM	\$ 3,800.00
Any applicable report fees	\$ No Charge
Any additional charges or pricing (one-time data, information requests, or other services not listed)	\$ No Charge