

STATE OF DELAWARE
Department of Labor
Division of Industrial Affairs
Office of Workers' Compensation

August 28, 2018

ISSUED BY: Stephanie K. Parker
Administrator
302-761-8194

SUBJECT: **AWARD NOTICE**
CONTRACT NO.: LAB18001-UR PROGRAM

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a one (1) year period from September 1, 2018 to August 31, 2019. Each contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and the Department of Labor. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDORS

MAXIMUS Federal Services, Inc..
1891 Metro Center Drive
Reston, VA 20190

SpecialtyHealth, Inc.
330 East Liberty Street, Suite 200
Reno, NV 89501-2221

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3. PRICING

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Level of Review	Fee
1 Nurse	\$125.00
2 Medical Director	\$205.00
3 Specialist	\$305.00
Large File (>200 pages) Supplemental Fee	\$.72 per page
Urgent or Rush – 48 hour response	Additional \$50.00

The Vendor shall submit to the party requesting the Utilization Review a statement for the fees.

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4. REQUIREMENTS

SERVICES TO BE PROVIDED

The following is a description of the required services for the Delaware Department of Labor’s (DDOL) Workers’ Compensation Utilization Review Program (“UR”):

Pursuant to the requirements of SB1, 19 *Del. C. § 2322F(j)*, administer Utilization Review for the DDOL as follows:

- Review treatment to determine whether or not the following health care treatment and/or services adheres to the Delaware Workers’ Compensation Health Care Payment System (HCPS) and/or the Delaware Workers’ Compensation Health Care Practice Guidelines (PGs):
 - Medical Treatment;
 - Chiropractic;

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- Diagnostic tests;
- Hospitalization;
- Outpatient Procedures;
- Physical Therapy and other physical treatment modalities;
- Surgery.
- Provide service requests within the applicable time standards and provided medical advice, as warranted.
- Provide peer-to-peer conversations for non-certified treatment PRIOR to issuing a non-certified or part-certified determination.
- Review and issue determinations for all proposed, concurrent, and retrospective utilization review requests within 3 working days (urgent or rush) from receipt of information, but not to exceed 15 calendar days (standard) from receipt of information, or less if set forth in URAC guidelines.
- Provide certified, non-certified, and part-certified determinations using a uniform format as specified by DDOL.
- Use “like specialists” to review and issue non-certification determinations. The “like specialists” will meet the following criteria, which is slightly different than URAC’s WCUM-14 standard:
 - a. Are appropriate *health professionals*;
 - b. Are qualified, as determined by the *medical director* or *clinical director*, to render a clinical opinion about the medical condition, procedures, and treatment under review;
 - c. Hold a current and valid professional *license* to practice;
 1. In the same licensure category as the *ordering provider* or
 2. In the same licensure category as the *treating provider*,
- Refrain from providing “expert” testimony in matters that involve specific Delaware Office of Workers’ Compensation cases.
- At some point within this contracting period, the DDOL may add a fee review to the UR program. UR Companies awarded this contract will need to be able to conduct fee reviews.

5. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor’s performance, or failure to perform as specified in the Agreement.

6. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

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7. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.