

Impartial Medical Examiner's Agreement

Qualified Healthcare Providers performing medical consultation services for the Rhode Island Department of Labor and Training, Division of Temporary Disability Insurance, hereinafter referred to as TDI Impartial Medical Examiners, agree to abide by the following descriptions of their duties and responsibilities during their time of service to the Department as a member of the roster of Impartial Medical Examiners under Rhode Island General Law Section 28-39-6, 28-39-7, 28-39-19.

Role and Responsibilities:

- To examine and evaluate claimants when selected by TDI staff to offer a second opinion on the functional ability of said claimant to return to their regular/customary work.
- To conduct an impartial examination within 14 calendar days after the date of notice;
- To render an initial written decision within 24 hours of the exam date, utilizing the TDI Impartial Examination Results form (#25F)
- To submit a comprehensive report indicating all pertinent findings within 5 calendar days of referral indicating all pertinent findings referencing all relevant documents, reports, diagnostic exams, etc., provided by the claimant which assisted in the final determination. (May utilize the TDI Notification of Impartial Exam form (#25A))
- To render to the RIDLT, in a format acceptable to the Department, a report containing findings and basis of opinion, including but limited to:
 1. whether an impairment of function exists;
 2. whether such impairment is total or partial, temporary or permanent in nature;
 3. whether within a reasonable degree of medical certainty, such an impairment of function has due cause to prevent the claimant from performing their regular/customary work; and,
 4. any other matters relevant to medical determination.
- To render a report based on the review of the claimant's medical records without an examination at the direction of the RIDLT.
- To review all medical documentation the claimant provides to the impartial examiner related to the illness or injury.
- To provide documentation at the request of the Department to update qualifications for appointment to the Roster including documentation of medical license and certifications to practice medicine in the State of Rhode Island.
- To continue to meet the criteria for eligibility during the period of appointment and any subsequent reappointments:
 - current full state license (no restrictions) rendered by the appropriate board of registration;
 - board certification as a specialist within discipline.
- To immediately report in writing to the RIDLT, Administrator of Temporary Disability Insurance any change(s) in eligibility that may adversely affect your ability to meet basic qualifications for inclusion on the Roster such as suspension, revocation, cancellation, non-renewal, or any other restrictions on either medical license or board certification.

- To immediately disclose in writing to the RIDLT, Administrator of Temporary Disability Insurance, or the TDI Assistant Director whenever the Board of Registration in Medicine places any restrictions on a license to practice, or whenever any hospital discipline, civil action, or professional complaint is pending.
- To accept the RIDLT Fee Schedule as compensation for service [\$500 per evaluation for MDs and \$300 per evaluation for non-MDs].
- To read and acknowledge the Rhode Island Temporary Disability Insurance Policy Statement for Delineation of IME vs. Follow-up Care:
 - The RI Temporary Disability Insurance considers it generally inappropriate for a Qualified Healthcare Provider (QHP) to perform an Independent Medical Evaluation (IME)/Independent Insurance Evaluation and to offer or serve as a subsequent treating provider for a patient.
 - If a QHP who performs an IME is to serve as a treating provider, then a sufficient period must elapse such that no reasonable individual could conclude a contingent relationship between the IME determination and the decision to pursue subsequent care with the IME QHP or the IME physician's practice group.
 - Any policy violation will be grounds for immediate termination as an approved Impartial Examiner and the agreement with the RIDLT.

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

Ray Pepin

*Assistant Director, Division of Temporary
Disability Insurance
Department of Labor and Training*

TDI Impartial Medical Examiner Name (Print)

Signature

Date

Date