

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: MEDICAL REPOSITORY DOCUMENT PROCESSING SERVICES

CONTRACT No.: OT900015

EFFECTIVE DATES: 08/01/14 to 07/31/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT900015 that opened on May 9, 2014. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Ohio Bureau of Workers' Compensation (BWC), 30 West Spring Street, Columbus, OH 43215, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Carol Clingman  
carol.clingman@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: \_\_\_\_\_  
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

REQUIRED CERTIFICATION OF BIDDING (cont'd): A Bidder should complete Items A, B and C from page 2 only when it is claiming preference in those three areas. All Bidders must complete Item D on page 2.

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

MINIMUM QUALIFICATIONS AND REFERENCES: To be considered responsive, the bidder must, at the time of bid submission, be an established business with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this bid.

To be considered for award the bidder must submit documentation, with its bid, demonstrating five (5) years of experience providing indexing services including quality audits, hiring, training of indexing personnel, and removal of personnel no longer making specified quality and performance targets for similar complexity and sized clients as this ITB. If requested, the bidder must provide its three (3) most recent years of audited financial statements showing it has had gross annual revenue \$4 million or more for each of those years.

Each bidder is to submit, with its bid, documentation listing three (3) references for providing services of similar scope which may include government agencies and private industries, within the previous five (5) years. The provided references must clearly indicate the bidder:

1. Has performed work with a minimum of three (3) customers within the past five (5) years where ongoing, on-site work has been done with on-site management.
2. For at least one of the references, the Bidder has:
  - a) Performed an indexing effort of no less than six (6) months.
  - b) Has managed a minimum of twenty (20) on-site support/management staff.
  - c) Has indexed a minimum of 30,000 pages daily for a period of six (6) months or longer.
  - d) Has indexed a minimum of ten (10) document types with minimum of two (2) index fields.
  - e) Has successfully reached a service level agreement (SLA) of one (1) business day from document entry to the completion of indexing.

The references must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company. The references must include the annual dollar amount of the contract, and the type(s) of services performed. For each of the customers referenced above, please list the name of the firm, the main function of that firm, their address and web site, and a contact name with phone number or e-mail address.

Upon request from Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide references that are able and available to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and their Bid may be disqualified.

If documentation for minimum qualifications or references is not included as part of their bid response, the bidder will be required to provide the necessary documentation within five (5) calendar days after notification. Failure to provide the information within the stated time period may result in the bidder being deemed not responsive.

INQUIRIES. All inquiries for this ITB need to be submitted through the Procurement website, [www.procure.ohio.gov](http://www.procure.ohio.gov). To retrieve the inquiry page for this ITB, click "Find it Fast," select "Doc/Bid/Schedule #" in Step 1, enter "OT900015" in step two, and click "Find it Fast." The "Submit Inquiry" button is at the bottom of the page.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

Bidders submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Bidders may view inquiries and responses using the preceding process by clicking the "View Q & A" button.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract prices(s) will remain firm for the initial term of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders".

CONTRACT AWARD: The award will be made to the lowest responsive and responsible Bidder based on the lowest Base Price plus the result of applying the percentage of the Base Price for Deleted pages to Base Price and adding them together. Failure to bid all items may result in the bidder being deemed not responsive.

CONTRACT RENEWAL: This Contract may be renewed after the ending date of the Contract solely at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the contractor and DAS for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless DAS determines that additional renewal is necessary.

BILLING: Invoices are to be sent monthly, to: BWC Invoice Processing, Ohio Shared Services, P.O. Box 182880, Columbus, OH 43218-2880 or via email to: [invoices@ohio.gov](mailto:invoices@ohio.gov) as a pdf file.

USAGE REPORTS: Every six (6) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Carol Clingman

USE OF STATE PROPERTY: If given access to state resources to complete work under the resulting contract, Contractor agrees to be held accountable for its employees' use and misuse of state resources, including but not limited to electronic mail ("email"), telecommunications, online and network services, and computer equipment and systems. Contractor agrees to require its employees to keep all passwords confidential; to ensure the appropriateness of the content of all transmissions in order to ensure that the time spent on the system directly benefits work under this Agreement; to make every reasonable effort to avoid the introduction of malicious code into any computer system; to report inappropriate uses of email from internal or external sources and any malicious code encountered to the Bureau's Manager of Computer Security; and to observe and obey all copyright laws. Contractor further agrees to require its employees not to disable anti-virus software; not to bypass any access controls or other security measures; not to download, transmit, and/or store any message or information that is defamatory, abusive, obscene, profane, sexually oriented, threatening, or racially offensive or otherwise inappropriate or

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

unrelated to the work under this Agreement; not to transmit confidential Bureau information to anyone not authorized to receive that information; not to transmit messages that serve as advertising or solicitation; not to transmit chain letters, business solicitations, or global email messages; and not to download executable programs and not to participate in chat rooms, open discussions or forums or interactive messaging without specific authorization from the Bureau's Manager of Computer Security. Contractor acknowledges that the Bureau monitors email, internet, PC and network use and reserves the right to access and to use all material and records of use of its property and agrees to so inform its employees.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

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DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V., General Provisions, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form Attachment A to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

## SPECIFICATIONS AND REQUIREMENTS

### I. BACKGROUND

Under the mandates of the Ohio Revised Code (ORC), the Ohio workers' compensation system is the largest exclusive state insurance fund system in the United States, with investment assets of \$24 billion as of November 30, 2013 and annual insurance premiums and assessments of approximately \$1.5 billion. The Ohio workers' compensation system consists of the Ohio Bureau of Workers' Compensation (BWC), responsible for administrative and insurance functions, and the Industrial Commission of Ohio (IC), responsible for claims adjudicative functions. BWC exercises fiduciary authority with respect to the State Insurance Fund (SIF) and related Specialty Funds. These BWC Trust Funds are held for the benefit of the injured workers and employers of Ohio. It is from these Trust Funds that all claims for both medical and compensation for disability benefits are paid with the exception of self-insured claims. Self-insuring employers have been granted the status of self-insurance by having proven ability to meet certain obligations set forth in ORC Section 4123.35. BWC monitors self-insuring employers, which administer their own workers' compensation claims. Presently, BWC processes claims, pays compensation and medical benefits to injured workers and underwrites workers' compensation coverage for employers doing business in Ohio. BWC also offers safety training and accident prevention programs to employers and helps injured employees return to work through rehabilitation programs. The BWC Board of Directors (BOD), as a fiduciary, oversees BWC's activities and functions.

### II. OVERVIEW AND BACKGROUND

The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of BWC, is seeking bids for a Contractor to provide document indexing services for incoming Medical Repository faxes. This includes not only the act of indexing, but also quality audits, hiring and training of new indexing personnel, and removal of personnel no longer making specified quality and performance targets.

BWC currently operates a service known as Medical Repository (MR), the impetus of which is the large number of medical documents faxed from medical providers to Managed Care Organizations (MCOs). These documents can range from the First Report of Injury (FROI) to BWC forms to medical reports. Each MCO implemented a phone number or set of phone numbers that the provider would use to fax to the correct MCO based on the employer involved. Due to deficiencies in communication, some of these documents went to the incorrect MCO, a number of MCOs, or to BWC itself, under the assumption that the document would eventually reach the proper MCO. This resulted in confusion for all involved, and regularly generated multiple contacts with the provider requesting a re-fax of the documents, delaying the overall process.

In addition, many documents moving early in the claims process can reach BWC prior to a claim number being generated. In terms of the Document Imaging System for Claims (DISC) application, these documents cannot be directly "indexed" into the system, as the claim number is a major index field. This resulted in documents waiting for claim numbers to be generated and extra work to retrieve them later in the index process.

In the fall of 1999, BWC Administration asked IT/Advanced Technology Integration Services (ATIS) if there was a technical method to alleviate these problems. After a great deal of research and discussion, it was determined that BWC could become a "nexus" for these documents. A solution was implemented to automatically forward faxes to the MCO, while process "images" of these documents go into a Repository to be accessed by BWC and MCO personnel, as well as external partners, via a web interface.

This has alleviated confusion regarding which party is in possession of which document (as both BWC and MCOs have it near-simultaneously), as well as provided access to the documents prior to a claim number being created.

#### A. Overall Design

The system can be broken up into four (4) parts:

##### 1. Faxing

- a. It was decided by BWC and the MCOs early on in the design that it would be preferable not to change the numbers used by the providers, so the following process was implemented:
  - 1) Providers fax to the MCOs using the existing numbers provided by the MCOs.
  - 2) The numbers are actually owned by BWC, so the faxes go directly to the agency.
  - 3) BWC's fax server uses the 800 number called to determine which MCO should receive that fax, which is then forwarded to them in an automated manner.

## SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

As an example, a provider is faxing a medical report to MCO X. The provider faxes the document using the existing number provided by the MCO, which comes to BWC. BWC receives the fax at their server which determines that the document should be forwarded to MCO X, since it was sent to them using 800-555-9999 (the fax number assigned to MCO X). The server automatically forwards the fax to MCO X using a number provided by them.

### 2. Indexing and reviewing

Once documents come in through the fax server, a designated staff indexes them. Documents are indexed by:

- a. Social Security Number (SSN) or Claim Number (if already assigned)
- b. Type of Document

The addition of a SSN as a valid index is necessary to allow documents that do not yet have a Claim number to be stored and retrieved. Additional indexes are automatically set up by the system.

### 3. Web access

Claims Imaging Documents, including those in the Medical Repository, are accessible to users via a web browser interface. There are three (3) classes of users who currently have access to BWC's website service located at [www.bwc.ohio.gov](http://www.bwc.ohio.gov) known as Claims Documents:

- a. MCOs (using website security)
- b. Other external partners (using website security)
- c. BWC personnel (using Windows-based security)

Users are able to search for documents by Claim Number, SSN, type of document, and date range. They are given a list of imaged documents that match their search. By clicking on an item in the list, they are shown the related document on screen, and are able to rotate, zoom, and move through the pages of the document.

### 4. DISC Integration

An automated process called Auto-Index searches the Medical Repository for documents indexed by SSN, and attempts to match them up with a claim number. If the search is successful, it moves the document into the DISC imaging system, and makes it available to the DISC user as if it had been scanned or faxed to that site and indexed there.

## III. DEFINITIONS

Claims Management – The main application used at BWC, also known as “Version 3” or “V3”. In the near future the application will be PowerSuite.

DOI – Date of Injury

Injured Worker Profile – Screen listing Injured Worker's details

MR – Medical Repository

MRI - Medical Repository Indexer who works the daily fax in queue

MRL - Medical Repository Liaison is the main BWC contact

MRM - Medical Repository Manager oversees the onsite daily operation

MRQR - Medical Repository Quality Reviewer does the training and Q & A indexers

MRR - Medical Repository Reviewer works the Review Queue

SSN – Social Security Number

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

V. SCOPE OF SERVICES

A. Staff Structure

1. The ITB is for the acquisition of staffing and management for processing of incoming faxed documents into the Medical Repository (MR) system. The MR system accepts faxed documents on an ongoing, continuous basis. For purposes of this document, and based on current statistical data, it will be assumed that the average incoming flow on a business day is 36,000 pages. Pages may increase during all State holidays.
2. In order to efficiently process this much data, it has been determined that the Contractor must provide at least three (3) classes of personnel, MRQR, MRR and MRI, each with their own set of tasks, is required, along with personnel that act as management MRM (see Roles and Responsibilities section).
3. All Contractor staff will be required to sign a Contractor Agreement (see Supplement Four) with BWC prior to starting work for this contract.
4. An independent background investigation, at minimum, to include criminal or police records must be completed on all staff assigned to BWC's account at the cost of the Contractor. Verification of the background investigation must be submitted after the award of the Contract and before the staff starts to work at BWC.

B. Working Time

1. Contractor's staff and management will report to the William Green Building, 30 West Spring Street, Columbus, OH, 43215 at 7:00 am local time each day from Monday through Friday, unless specified otherwise by the Medical Repository Liaison (MRL). This does not include the following holidays:
  - \* a. New Year's Day – January 1st
  - b. Memorial Day – last Monday in May
  - \* c. Independence Day – July 4th
  - d. Labor Day – first Monday in September
  - e. Thanksgiving Day – fourth Thursday in November
  - \* f. Christmas Day – December 25th

\* If the holiday falls on a Saturday, use the preceding Friday as the off day. If the holiday fall on a Sunday, use following Monday as the off day.
2. Contractor staff will work from 7:00 am to 3:45 pm each day local time under normal circumstances, unless in the transition of new staff.
3. With the exception of the MR Liaison, all personnel involved in the MR process will be ineligible for BWC events and activities not directly related to MR work held during the times noted above. This includes all-employee meetings, classes, seminars, committees, charity events, etc. Contractor personnel will be required to complete some BWC mandatory classes (CPI, PCI, Safety, etc.) per the BWC employee handbook.
4. Depending on the workload and the amount of documents to be worked in the queue, personnel may be asked to work on occasional Saturdays with 48 hours advance notice or work extended workdays.
5. Any policies concerning breaks or leave time outside of the specifications above to be determined by the Contractor.

C. Threshold Figures and Example of Random Quality Audit

Based on the performance of the system to this point, as well as the productivity of the staff involved, the following decision points have been made to determine the need for additional work outside of the times stated.

1. At 9:00 am, a reading shall be taken by the MRM or MRQR of the Index and Review queues
  - a. If the Index queue at that point is at or over 20,000 pages or 5,300 documents MRM shall plan for additional work for MRI outside of the times stated above.
  - b. If the review queue at that point is at or over 3,300 pages or 1,245 documents MRM shall plan for additional work for MRR and MRQR outside of the normal times.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

2. At 3:00 pm, a reading shall be taken by the MRM or MRQR of the index and Review queues
  - a. If the Index queue at that point is at or over 10,000 pages or 3,000 documents MRM shall plan for additional work for MRI outside of the normal times, or up until 7pm, whichever comes first.
  - b. If the Review queue at that point is at or over 500 pages or 250 documents MRM shall plan for additional work for MRR and MRQR outside of the normal times when needed.

D. Payment Structure

1. Payment by BWC will be based on the amount of work processed, not hours worked.
2. Bid/Contract prices (see Bid Price Page) will be on a "per page" basis, with deleted pages charged at not more than 50% of base cost. Historically, approximately 72-77% of pages are processed normally, 23-25% of pages are deleted, and 1% are sent through review.
3. Pages processed outside of production, such as in the training process, will not count toward Contractor payment.
4. Level of staffing to be determined by Contractor. As a reference, the current staffing is 10 indexers and reviewers, along with a Manager. Total onsite personnel may not exceed a total of fifteen (15) individuals. BWC will provide facilities (cubicle, chair, and computer) for onsite personnel up to this figure.

E. Roles and Responsibilities

1. External staff will be provided by the Contractor to cover the roles and responsibilities of each category listed below at the proper level to meet overall specifications. All staff will be located onsite at BWC. The Contractor will replace existing staff according to the transition schedule (see Transition of Staff section).
2. Medical Repository Manager (MRM) - MR Manager (MRM) will manage the daily reporting and staffing needs.
  - a. Onsite Responsibilities
    - 1) Oversee the day to day staff operations of the unit onsite.
    - 2) Generate status and statistical reports to the MRL as required.
  - b. Job Duties
    - 1) Approves leave and schedules for MRI, MRR, and MRQR.
    - 2) Assigns duties and tasks for same.
    - 3) Evaluates performance of same.
    - 4) Interviews and recommends hire of potential staff, as well as firing of existing staff based on their performance and efficiency.
    - 5) Reports business/procedural issues to MRL, technical nature issues to BWC Service Desk.
  - c. MRM Recommended Minimum Qualifications
    - 1) Completion of undergraduate core program in social or behavioral science, or public or business administration or accounting.
    - 2) 6 months experience in management.
    - 3) 12 months experience in supervisory principles/ techniques, or completion of graduate core program in social or behavioral science.
    - 4) 6 months experience in image, document, or mail processing.
3. Medical Repository Quality Reviewer (MRQR) - MR Quality Reviewer (MRQR) will review and quality check the Review queue, the Deletion queue and responsible for training new staff.
  - a. Onsite Responsibilities
    - 1) Q & A the review queue.
    - 2) Q & A the deletion queue.
    - 3) Assist with any questions/issues/problems.
    - 4) Research all one/two page documents in the review queue for FROI's.
    - 5) Verify that the document is of readable quality.
    - 6) Confirm SSN using V3 lookup that could require multiple lookup attempts.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

- 7) Confirm Injured Worker's name or address or date of injury (DOI) or birth date using V3 lookup that could require multiple lookup attempts.
  - 8) Confirm that no claim number is available matching DOI (including name and SSN lookups) using V3 lookup that could require multiple lookup attempts, print for processing, and delete.
  - 9) Complete research by using Claims Management on documents when duplications are found in V3 or the Injured Worker cannot be located by SSN.
- b. Job Duties
- 1) Works directly with MRL.
  - 2) Trains staff in proper procedures of MR system.
  - 3) Assists staff with problems of highly complex or policy nature.
  - 4) Perform productivity and quality audits.
  - 5) Generate monthly quality reports.
  - 6) Assist MRR.
  - 7) Assists MRM with interviews & recommends hire of potential staff, as well as firing of existing staff based on their performance and efficiency.
  - 8) Works under minimum supervision.
  - 9) Requires considerable knowledge of clerical systems and procedures in order to perform specialized clerical tasks (i.e. cross referencing data or variety of other procedures where absolute accuracy is required).
  - 10) Serve as lead worker (i.e., provide work direction and training).
- C3 MRQR Recommended Minimum Qualifications
- 1) Must have one (1) course or three (3) months experience in typing.
  - 2) Ability to key 10,000 keystrokes per hour.
4. Medical Repository Reviewer (MRR) - MR Reviewer (MRR) will review and index from the Review queue; assist with the training of new staff.
- a. Onsite Responsibilities
- 1) Works directly with MRL.
  - 2) Assist with any questions/issues/problems.
  - 3) Research all multiple page documents in the review queue.
  - 4) Verify that the document is of readable quality.
  - 5) Verify Social Security Number (SSN) using V3 lookup that could require multiple lookup attempts.
  - 6) Confirm Injured Worker's name or address or DOI or birth date using V3 lookup that could require multiple lookup attempts.
  - 7) If not enough information is available to locate the correct Injured Worker, delete.
  - 8) If no DOI is located on any of the medical, use Injured Worker Profile to locate the ICD – 10 codes.
  - 9) Medical - confirm date of receipt - if less than fourteen (14) business days, index back by SSN to run for seven (7) more business days.
  - 10) Confirm that no claim number is available that matches DOI (including name and SSN lookups), delete document.
- b. Job Duties
- 1) Trains staff in proper procedures of MR system.
  - 2) Assists staff with problems of highly complex or policy nature.
  - 3) Assists MRQR.
  - 4) Works under minimum supervision.
  - 5) Requires considerable knowledge of data processing in order to make changes, deletions and/or corrections to documents for data entry.
  - 6) Ability to retrieve information necessary to correct computer-rejected documents.
- c. MRR Recommended Minimum Qualifications
- 1) Typing skill of 45 words per minute.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

5. Medical Repository Indexer (MRI) - MR Indexer (MRI) will index from the main Fax queue.
    - a. Onsite Responsibilities
      - 1) Identify each fax by type of document being faxed in - BWC forms are 'stand alone' forms, no other pages should be connected but only the fax cover sheet. (see Supplement Three – Document Type Guide)
      - 2) Index documents by either claim number or SSN.
      - 3) Verify document is of readable quality.
      - 4) Check for Injured Workers' name or address or (DOI) or birth date via V3 lookup.
      - 5) Verify there are not multiple claims within one fax.
      - 6) If multiple images are on one page then delete.
      - 7) Verify the Injured Worker name at the bottom of the screen and compare with the name on the pages to be indexed.
    - b. Job Duties
      - 1) Works under immediate supervision of MRQR.
      - 2) Requires knowledge of clerical systems and procedures in order to perform basic repetitive clerical tasks involving few variables.
      - 3) Must follow a written set of procedures without variance.
      - 4) Must be able to index 3,000 pages per day.
    - c. MRI Recommended Minimum Qualifications
      - 1) Typing skill of 45 words per minute required.
      - 2) Must be able to index 3,000 pages per day.
  6. Medical Repository Liaison (MRL) (Bureau Responsibilities) - A member of the BWC staff will act as the MR Liaison (MRL) to perform audit checks and handling of any business issues.
    - a. Responsibilities
      - 1) Explain processes (logical, technical) in the Medical Repository.
      - 2) Resolve issues or modifications in the workflow as they arise.
      - 3) Coordinate Medical Repository personnel (security badges, logins, equipment, supplies, etc.)
      - 4) Coordinate technical issues with BWC Service Desk.
      - 5) Resolve quality issues.
      - 6) Monitor queues.
      - 7) Perform productivity and quality audits.
      - 8) Modifies the vendors invoice based on quality issues found during the month.
      - 9) Recommends hire of potential staff, as well as firing of existing staff based on their quality.
    - b. Job Duties
      - 1) Thoroughly understanding of the workflow.
      - 2) Modifies the workflow.
      - 3) Mentors personnel through training process.
      - 4) Resolves quality issues.
      - 5) Assists MRM, MRQR, and MRR with problems of highly complex or policy nature.
      - 6) Perform the final quality check before placing new hires into production.
- F. Service Level Agreements (SLAs)
1. The following Service Level Agreements (SLAs) for the MR system are in place: A maximum of one (1) full business day from the time a document is faxed to the point it has been indexed and made available through the MR web site.
  2. A maximum of seven (7) business days from the time a document is sent to the Auto-Index process to be matched with a claim number and sent to the Review queue.
  3. A maximum of one (1) full business day from the time a document is sent to the review queue before it is processed.
  4. Unless otherwise indicated, access to the MR indexing application will be available between 7:00 am and 7:00 pm Monday through Friday local time on business days. This is limited based on the accessibility of the underlying applications.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

5. All SLAs subject to change based on agreement between BWC and the Contractor.
6. In order to ensure the SLAs listed above, both the Index and Review queues must be kept to a manageable size. Threshold figures are measured at 9:00 am and 3:00 pm local time. (see Threshold Figures above)
7. MRM shall inform MRL in the event that any of these conditions are not met. MRM will also inform their staff as soon as is feasible that overtime will be required.

G. Fluctuations in Throughput

1. As in any production environment involving ongoing, continual input from multiple external parties, MR throughput will fluctuate on a daily basis.
2. MRM will be fully responsible to ensure that the SLAs are met by adjusting staffing as required. To do so the following rules will be in place:
  - a. MRM will have the right to send MRI, MRR, or MRQR personnel home early on a daily basis as long as SLA is met.
  - b. In this situation, MRM shall advise MRL that this step has been taken.
  - c. MRL will have the right of refusal if it is clear that SLA will not be met based on conditions at that time.

H. Quality Assurance

1. MRL shall, on a monthly basis, perform a quality audit of the documents processed through the MR system, based on a statistically meaningful random sampling as reasonably determined by BWC of the volume total.

Example of a random quality audit would be based on the following:

- a. Index Queue –350 pages
  - b. Review Queue – 50 pages
  - c. Deletion Queue –350 pages
  - d. FROI – 30 pages
2. Effective date of the quality audits will be begin three (3) months after contract award. Based on the results of this audit, payment to the Contractor shall be reduced as follows:
    - a. Index Queue Processing – Total payment for that month will be reduced if the error rate goes above 2% at a rate of \$2,000 for each partial or full percentage point up to 5% and \$4,000 for each partial or full percentage point above 5%.
      - 1) Errors to be defined as:
        - a) Date of Injury (DOI) on document was incorrect, and was not cross-checked against Injured Worker name, address, or birth date.
        - b) Social Security Number (SSN) on document was incorrect, and was not cross-checked against Injured Worker name.
        - c) Claim Number on document was incorrect, and was not cross-checked against Injured Worker name or SSN.
        - d) Incorrect selection of document type.
        - e) Multiple documents indexed as single document.
    - b. Review Queue Processing – Total payment for that month will be reduced if the error rate goes above 2% at a rate of \$2,000 for each partial or full percentage point up to 5% and \$4,000 for each partial or full percentage point above 5%.
      - 1) Errors to be defined as:
        - a) SSN on document was incorrect and was indexed as such, and was not cross-checked against injured Worker name.
        - b) Multiple documents indexed as single document.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

- c) A claim number that matched the SSN and DOI is not found.
  - d) Claim number missed on document.
  - e) In addition, any First Report of Injury (FROI) in the Review queue older than eight (8) business days, or any other type of document in the Review queue older than fifteen (15) business days, will be charged at a rate of \$2,000 each. This is in line with procedures and SLAs.
- c. First Report of Injury (FROI) Processing –Due to the critical nature of this document type, and the fact that the MRR class was designed specifically for this document, total payment for that month will be reduced by \$2,000 for each occurrence of the following:
- 1) DOI is not cross-checked with Injured Worker name, SSN.
  - 2) SSN is not cross-matched with Injured Worker name or is entered incorrectly.
  - 3) Claim number that matches DOI and SSN was available but not indexed as such.
- d. Deleted Queue – Total payment for that month will be reduced if the error rate goes above 1% at a rate of \$2,000 for each partial or full percentage point up to 3% and at \$4,000 for each partial or full percentage point above 3%.
- 1) Errors to be defined as documents found in Delete queue that are:
    - a) Included in defined document type list, and
    - b) Have legible index data (SSN, Claim Number), or
    - c) Index data could be found via crosscheck with Injured Worker name and DOI.
3. MRL shall provide a copy of the monthly audit report to MRM as a form of evidence for any reductions and as a tool for the MRM to avoid future reductions.
4. Monthly Audit report is to be made available to the MRM no later than close of business on the fifth business day of the next month. If not provided by that time, no quality-based reductions for the previous month will be allowed.
5. MRL shall also perform more limited “spot audits” of the system on an ongoing basis. The results of the spot checks shall be made available to the MRM as tool to increase performance and quality; however, they shall not be used in order to determine payment reductions.
- I. Default Conditions
1. The following conditions shall constitute a state of default and may initiate actions listed under Item I.C. Termination / Suspension of the Standard Contract Terms and Conditions:
- a. Index queue reaching a level of 50,000 pages, assuming normal availability of the system to process documents for a period of two business days prior to that point, or
  - b. Assuming normal availability of the system to process documents was available and overtime was not worked to bring SLA current within 5 working business days (Mon-Fri), or
  - c. Quality-based payment reductions as listed above under Quality Assurance that can equal or exceed 50% of the total monthly payment.
- J. Transition of Staff
1. Within 30 days of notification of award the new staff must be prepared to start to be transitioned into the process. Each staff member assigned to BWC's account must have a criminal background check completed and passed before the start date. Each staff member assigned to BWC's account must sign the BWC confidentiality agreement before the start date.

As each new staff member becomes productive (3,000 pages indexed per day) and doesn't impact quality, a current staff member at BWC would be cycled off the project. Regardless of the transition timeframe, new staff will not replace existing staff until these conditions are met.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

2. The transition process of replacing staff is expected to complete in one hundred- twenty (120) days.
  - a. Contractor to make first new staff available (maximum of 3) for training at the site within 30 days after contract award notice.
  - b. Contractor to provide a maximum of three (3) personnel each week, or as requested by BWC, after that point for training and assignment until current staff is fully replaced.
  - c. MRL has final authority to replace any and all staff during the transition process.
3. The training process normally will take up to four (4) days. The training schedule is listed in Supplement Two, Training Schedule.
4. As pages processed during training will not be counted toward Contractor payment (see Payment Structure), it will benefit all concerned that the personnel brought in have appropriate aptitude for the task, and that those who do not perform well in training be removed promptly by the Contractor.
5. In addition, the Contractor agrees that, as of the expiration of the Contract described in the ITB, a transition process identical to that listed above shall be implemented to accommodate replacement staff.

VI. SECURITY, COMMUNICATIONS AND SENSITIVE DATA

A. Security

Personnel will be required to fill out forms two (2) business days prior to their start date in order for BWC to provide them with proper physical (cardkey) and computer (login) security.

Any personnel leaving the project will be required to return cardkeys and all other BWC materials to Medical Repository Liaison (MRL) before leaving.

Personnel, while onsite, will remain on floors and areas indicated by the MRL.

B. Communications

All communication between staff and BWC will be done through the Medical Repository Manager (MRM), the Medical Repository Quality Reviewer (MRQR), and the Medical Repository Reviewer (MRR) who will work directly with the Medical Repository Liaison (MRL). Onsite E-mail and phone service will be provided for the MRM, MRQR, and MRR for this purpose.

C. Confidentiality

Contractor acknowledges that some of the information, documents, data, records, or other material to which it may be exposed in the performance of the Agreement is of a confidential nature. The Contractor shall assume that all aspects of information, documents, data, records or other material are confidential unless otherwise indicated by BWC.

The Contractor promises not to copy, disclose, publish, or communicate BWC's confidential information and the Contractor promises to maintain the security and confidentiality of BWC information as follows:

Contractor, its officers, agents, employees, representatives, subcontractors and assigns shall keep confidential all information, in whatever form obtained or accessed, in the performance of this Agreement, including but not limited to knowledge of the contents of confidential records of the Bureau. Any information subject to the confidentiality laws of the State, including but not limited to employer premium data subject to Ohio Revised Code Sections 4123.26 and 4123.27 and claim file data subject to Ohio Revised Code Section 4123.88, shall not be released to any person other than authorized representatives of the Bureau, unless the Bureau directs its release.

Contractor shall comply with, and shall assist the Bureau in complying with, all disclosure, notification or other requirements contained in Sections 1347.12, 1349.19, 1349.191, and 1349.192 of the Ohio Revised Code, as may be applicable, in the event computerized data that includes personal information, obtained or accessed by Contractor in the performance of this Agreement, is or reasonably is believed to have been accessed and acquired by an unauthorized person and the access and acquisition by the unauthorized person causes, or reasonably is believed will cause a material risk of identity theft or other fraud.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

All Contractor staff performing services under this Agreement will be required to sign a Contractor Agreement, in the format set forth in Supplement Four of this Bid, with BWC.

D. Sensitive Data

The faxes received in the medical repository area are all considered as sensitive data due to the information located within the fax documents. The following are the Contractor's responsibilities with regard to the handling of BWC sensitive data:

1. Paper records with sensitive information shall be stored in a secure environment. They shall not be left unattended without adequate safeguards such as placement in desk drawers, filing cabinets or other secured environments. Records shall not be removed from BWC premises.
2. Never leave paper records that may contain BWC sensitive information lying on your desk or in an open area that is out of your control.
3. Never throw sensitive paper records in the trash. The paper record must be kept in a secured environment until it is shredded or placed in a lockable recycle bin.
4. Immediately notify the MRL if sensitive and/or personal data is or reasonably is believed to have been accessed and acquired by an unauthorized person and the access and acquisition by the unauthorized person causes, or reasonably is believed will cause a material risk of identity theft or other fraud.

The restrictions herein shall survive termination of this Agreement.

Contractor and its employees must, at all times, exercise utmost caution when handling BWC sensitive information especially when transmitting and/or mailing any type of sensitive data. BWC sensitive information is any information that, if made public, would:

1. be unlawful;
2. compromise BWC's ability to carry out its functions;
3. expose BWC customer(s) or employee(s) confidential information (e.g. social security numbers, medical records, employer financial data, banking information, driver's license numbers, confidential internal communications, etc.); or
4. jeopardize the safety of BWC's employees.

Contractor may refer to the Sensitive Data Charts below for additional information; however, be advised the charts are not meant to be all-inclusive. If there is any uncertainty regarding whether or not information is considered sensitive, Contractor will treat the information as sensitive and will protect it accordingly.

E. Sensitive Data Charts – Refer to Supplement One for Sensitive Data Charts

1. Injured Worker
2. Employer
3. Provider
4. Other

PRICE SCHEDULE

ITEM NUMBER	ITEM DESCRIPTION	COST PER PAGE
16501	The base price is to index a single page through the MR system, as specified above, and then complete the calculations. The base price includes all costs involving all Contractor roles specified in the ITB, and including all Contractor personnel involved in the process. There will be no additional price above the base price. BWC is not liable for any costs not identified in the Contractor's response, costs incurred in the preparation of any response to this ITB, any costs incurred prior to the issuance of a valid purchase order by BWC, or for any costs incurred after the Contract expires.	Base Price: \$ <u>.098</u> per Page
16503		% of Base Price for Deleted Pages: <u>25</u> %

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CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000086104  
The Data Entry Company  
8120 Woodmont Avenue  
Suite 550  
Bethesda, MD 20814

BID CONTRACT NO.: OT900015 (07/31/16)

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: R. Dennis DuFour

Telephone: (301) 718-0703  
Fax: (301) 718-1615  
E-mail: [ddufour@tdec.com](mailto:ddufour@tdec.com)

SUPPLEMENT ONE  
SECURITY, COMMUNICATIONS AND SENSITIVE DATA

Injured Worker Sensitive Data Chart

<b>Data Element</b>	<b>Sensitive or Non-sensitive</b>	<b>Data Element</b>	<b>Sensitive or Non-Sensitive</b>	<b>Data Element</b>	<b>Sensitive or Non-Sensitive</b>
Name	Sensitive	Name and Any Banking Information/Credit Card Information	Sensitive	Claim Number and Any Banking Information/Credit Card Information	Sensitive
Name and SSN	Sensitive	SSN and ANY data element	Sensitive	Phone Number and ANY data element	Sensitive
Name and Claim Number	Sensitive	Claim Number	Sensitive	Address and ANY data element	Sensitive
Name and Address	Sensitive	Claim Number and Address	Sensitive	Claim Status and ANY data element	Sensitive
Name and Phone Number	Sensitive	Claim Number and Phone Number	Sensitive	ICD-10 Codes and ANY data element	Sensitive
Name and Claim Status	Sensitive	Claim Number and Claim Status	Sensitive	Medical Records Created in the Course Of Treatment and ANY data element	Sensitive
Name and ICD-10 Codes	Sensitive	Claim Number and ICD-10 Codes	Sensitive	Medical Records created to establish entitlement to benefits and ANY data element	Sensitive
Name and Medical Records Created in the Course Of Treatment	Sensitive	Claim Number and Medical Records Created in the Course Of Treatment	Sensitive	Payments and ANY data element	Sensitive
Name and Medical Records created to establish entitlement to benefits	Sensitive	Claim Number and Medical Records created to establish entitlement to benefits	Sensitive	HIV and ANY data element	Sensitive
Name and Payment	Sensitive	Claim Number and Payment	Sensitive	Psych Conditions and ANY data element	Sensitive
Name and HIV	Sensitive	Claim Number and HIV	Sensitive	Drivers License and ANY data element	Sensitive
Name and Psychiatric Conditions	Sensitive	Claim Number and Psychiatric Conditions	Sensitive	Banking Information/Credit Card Information and ANY data element	Sensitive
Name and Drivers License	Sensitive	Claim Number and Drivers License	Sensitive	IW Name, Employer Name, Accident Information	Sensitive

SUPPLEMENT ONE (CONT'D)  
SECURITY, COMMUNICATIONS AND SENSITIVE DATA

Employer Sensitive Data Chart

<b>Data Element</b>	<b>Sensitive or Non-sensitive</b>	<b>Data Element</b>	<b>Sensitive or Non-Sensitive</b>	<b>Data Element</b>	<b>Sensitive or Non-Sensitive</b>
Coverage Status	Non-Sensitive	Manual Numbers	Non-Sensitive	Rating Plan and Premium Amounts	Sensitive
Coverage Status and Payroll Reported	Sensitive	Manual Numbers and Payroll Reported	Sensitive	Rating Plan and Security Deposit	Sensitive
Coverage Status and Premium Amounts	Sensitive	Manual Numbers and Premium Amounts	Sensitive	Rating Plan and Reserves	Non-Sensitive
Coverage Status and Manual Number	Non-Sensitive	Manual Numbers and Security Deposit	Sensitive	Rating Plan and Banking/Credit Card Information	Sensitive
Coverage Status and Security Deposit	Sensitive	Manual Numbers and Rating Plan	Non-Sensitive	Reserves	Non-Sensitive
Coverage Status and Rating Plan	Non-Sensitive	Manual Numbers and Reserves	Non-Sensitive	Reserves and Payroll Reported	Sensitive
Coverage Status and Reserves	Non-Sensitive	Manual Numbers and Banking/Credit Card Information	Sensitive	Reserves and Premium Amounts	Sensitive
Coverage Status and Banking/Credit Card Information	Sensitive	Security Deposit and ANY data element	Sensitive	Reserves and Security Deposit	Sensitive
Payroll Reported and ANY data element	Sensitive	Rating Plan	Non-Sensitive	Reserves and Banking/Credit Card Information	Sensitive
Premium Amounts and ANY data element	Sensitive	Rating Plan and Payroll Reported	Sensitive	Banking/Credit Card Information and ANY data element	Sensitive
Number of Employees and ANY data element	Sensitive	Federal Tax ID and ANY data element	Sensitive	Employer Policy Number	Non-sensitive

SUPPLEMENT ONE (CONT'D)  
SECURITY, COMMUNICATIONS AND SENSITIVE DATA

Provider Sensitive Data Chart

<b>Data Element</b>	<b>Sensitive and Non-Sensitive</b>
Provider Number	Sensitive
DEA Provider Number	Sensitive

Other Sensitive Data Chart

<b>Data Element</b>	<b>Sensitive and Non-Sensitive</b>
SIU Open Investigations data and ANY data element	Sensitive
Internal IG Open Investigations and ANY data element	Sensitive
Cyber Crime Open Investigations and ANY data element	Sensitive
BWC Employee HR Personal Information (i.e. SSN, Address)	Sensitive
IT Source Code and Security Records	Sensitive
Safety Reports that include Trade Secrets or Proprietary Information	Sensitive
MCO Application and related documentation	Sensitive
MCO Financial and auditing information	Sensitive

SUPPLEMENT TWO  
TRAINING SCHEDULE

SAMPLE ONLY

**TRAINING  
 DAY ONE**

<b>TASK</b>	<b>OBJECTIVE</b>	<b>TIME</b>	<b>ACTUAL TIME</b>	<b>TRAINEE INITIALS</b>	<b>COMMENTS</b>
<b>REVIEW MANUAL</b>	Trainee will read the training manual and become familiar with each form/document	1 hour			
<b>REVIEW MANUAL</b>	Trainer will review the manual with trainee and provide more detailed information	1 hour			
<b>INDEXING</b>	Trainer indexes while trainee observes the indexing process	6 hours			
<b>TRAINING DAY TWO</b>					
<b>INDEXING</b>	Trainee index on their own.	all day			All work is reviewed for quality and accuracy
<b>TRAINING DAY THREE</b>					
<b>INDEXING</b>	Trainee index on their own.	all day			All work is reviewed for quality and accuracy, if any issues are found - indexer will not go for final check but be terminated
<b>TRAINING DAY FOUR</b>					
<b>INDEXING</b>	Trainee index on their own.	all day			Final check by BWC before being placed into Production

SUPPLEMENT THREE  
DOCUMENT TYPE GUIDE

TEMPLATES OF ALL OF THESE DOCUMENTS CAN BE FOUND AT THE WEB-LINK:

[CLICK HERE FOR DOCUMENTS](#)

<u>FORM TYPE</u>	<u>BWC FORM</u>	<u>DOCUMENT DESCRIPTION</u> (Fax Cover Sheet becomes part of Document)
C-9	BWC-1113	Request for Medical Service Reimbursement or Recommendation for Additional Conditions for Industrial Injury or Occupational Disease
C-11	BWC-1115	ADR Appeal to the MCO Medical Treatment/Service Decision
C-23	BWC-1128	Notice to Change Physician of Record
C-84	BWC-1205	Request for Temporary Total Compensation
C-86	BWC-1208	Motion
C-92	BWC-1214	Application for Determination of Percentage of Permanent Partial Disability
C-92A	BWC-1214	Application for Determination of Increase of Permanent Partial Disability
C-101	BWC-1224	Authorization to Release Medical Information
C-140	BWC-1267	Initial Application for Wage Loss Compensation and Medical Report (2 pages)
FROI-1	BWC-1101	First Report of an Injury, Occupational Disease or Death
MCOFORM		MCO Form
MCOLTRS		MCO Letter
MEDCO-14	BWC-3914	Physician's Report of Work Ability (2 Pages)
MEDCO-16	BWC-3917	Mental Health Notes Summary
Medical Transmittal		C92 Exam
Physicians Letter		Medical
Physicians Review	BWC-3921	Physician Review
RH-1	BWC-2951	Rehabilitation Agreement
RH-2	BWC-2952	Individualized Vocational Rehabilitation Plan
RH10	BWC-2960	Vocational Rehabilitation Plan Job Search Contacts
RH-18	BWC-2968	Authorization for Living Maintenance Wage Loss
RH-19	BWC-2970	Employer Incentive Contract
RH-21	BWC-2972	Vocational Rehabilitation Closure Report
RH-24	BWC-2974	Gradual Return to Work Agreement
TWB-2	BWC-3001	Transitional Work Offer and Acceptance Form

SUPPLEMENT FOUR  
CONTRACTOR AGREEMENT

I understand that in the course of my employer's assignment with the Bureau of Workers' Compensation ("BWC") I may have access to confidential information, including but not limited to the confidential information or trade secret information of BWC or the confidential or trade secret information of another entity in the possession or control of BWC. I understand that I may also have access to state property and equipment in the course of my employer's assignment with BWC.

I agree to maintain the confidentiality of this confidential or trade secret information in the manner instructed by my supervisor(s) or any BWC official at the time access is granted to me. I agree not to disclose this confidential or trade secret information to any individual or entity, directly or indirectly during the term of my assignment or thereafter, except as requested by my supervisor(s) or by a BWC official. I agree not to use such confidential or trade secret information for any purpose than to complete the assignment.

I acknowledge receipt of a copy of the BWC Code of Ethics and I agree to follow them to the extent they pertain to my employer's assignment with BWC.

If given access to state resources to complete work in the course of my employer's assignment with BWC, including but not limited to electronic mail ("email"), telecommunications, online and network services, and computer equipment and systems, I agree to keep all passwords confidential; to ensure the appropriateness of the content of all transmissions in order to ensure that the time spent on the system directly benefits work for my employer's assignment with BWC, to make every reasonable effort to avoid the introduction of malicious code into any computer system; to report inappropriate uses of email from internal or external sources and any malicious code encountered to the Bureau's Manager of Computer Security; and to observe and obey all copyright laws and to be responsible for respecting any other intellectual property rights of others.

I agree not to disable anti-virus software; not to bypass any access controls or other security measures; not to download, transmit, and/or store any message or information that is defamatory, abusive, obscene, profane, sexually oriented, threatening, or racially offensive or otherwise inappropriate or unrelated to my employer's assignment with BWC; not to transmit confidential Bureau information to anyone not authorized to receive that information; not to transmit messages that serve as advertising or solicitation; not to transmit chain letters, business solicitations, or global email messages; and not to download executable programs and not to participate in chat rooms, open discussions or forums or interactive messaging without specific authorization from the Bureau's Manager of Computer Security.

Although I am not an employee of the BWC, I acknowledge that I have access to the BWC Employee Handbook and I agree to follow all BWC rules and policies concerning use of sensitive data and confidential personal information. Without limiting the foregoing, I specifically agree that confidential personal information shall never be accessed or used except for a valid business purpose and I agree to follow all BWC requirements for logging and reporting access to confidential personal information. Any improper use or access of BWC data via a BWC personal information system (including, but not limited to, [www.ohiobwc.com](http://www.ohiobwc.com)) will result in the termination of my access as well as notification to the employer. "Improper use or access" is defined as access or use that is not for a legitimate business purpose. All use and access of BWC data is subject to the confidentiality provisions of the employer's Agreement with BWC.

I acknowledge that I am not a public employee and not covered by the Public Employees' Retirement System or other BWC employee benefits.

I acknowledge that the Bureau monitors email, internet, PC and network use and reserves the right to access and to use all material and records of use of its property. I understand that unauthorized access to any BWC system is prohibited.

I acknowledge that StoneRiver, Inc. is a third party beneficiary of this agreement with respect to my access to the PowerSuite software and other confidential and or proprietary information of StoneRiver, Inc.

I also understand that if I misuse any data or access granted it could result possible criminal and civil penalties.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Employer's Name