



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: BUREAU OF WORKERS' COMPENSATION (BWC) HEALTHCARE CONSULTANT

CONTRACT NUMBER: CSP904217

EFFECTIVE DATES: September 15, 2016 TO June 30, 2017

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP904217 that opened on August 19, 2016. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services 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 the Ohio Bureau of Workers' Compensation (BWC) as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

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

[www.ohio.gov/procure](http://www.ohio.gov/procure)

## MUTUALLY AGREED TO TERMS AND CONDITIONS MODIFICATIONS:

### PART TWO: WORK & CONTRACT ADMINISTRATION

#### Off-Shore Services (page 29)

Replace this section with the following:

The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and, where applicable, shall abide by those requirements in the performance of this Contract. Academic, instructional, educational, research and other services necessary to support the international missions of Ohio's public colleges and universities are specially exempted from Executive Order 2011-12K. The Contractor understands the rationale for the Governor's order and will use good faith efforts to meet the spirit and intent of the Executive Order as appropriate. The Executive Order is available at the following website: (<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>).

Subcontracting (page 29) - As an entity of the State of Ohio, the Offeror cannot agree to indemnify another state entity.

- Paragraph 2: Remove the last sentence of this paragraph – “The Contractor will hold the State harmless for and will indemnify the State...”
- Paragraph 4: Remove the last sentence of the fourth paragraph – “Should the Contractor fail to pass through...the Contractor will indemnify the State for the damage.”

Insurance (page 30) - Remove the last sentence under Section 3. The university cannot agree to maintain a particular rating.

State Personnel (page 31) - Remove this section or replace “Contractor” with “The Center for Health Outcomes Policy & Evaluation Studies”. Due to the size of the University and the decentralized nature of hiring activities, it would not be possible for the Offeror to guarantee compliance with this for the entire University.

#### Suspension and Termination (page 32-33)

- Paragraph 1: Add the following: In the event of termination of the Contract by the State, the Contractor will be reimbursed for costs incurred up until time of breach and subject to costs detailed in paragraph 6 of this section and non-cancelable commitments that are agreed upon prior to termination.
- Paragraph 11: Remove the last part of the second sentence, “...and will indemnify the State for any liability to them.”

#### Contract Remedies (page 33)

Replace this section with the following:

To the extent permitted by Ohio law, including but not limited to the Ohio Constitution, Ohio Revised Code Chapter 2473 et seq. and Ohio Revised Code Section 3345.40, the Contractor agrees to be responsible for those damages or losses which arise directly from the negligent acts or omissions of Contractor employees in performance of the agreement, as may be determined by a court of competent jurisdiction.

### PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

General Warranties (page 40) - Paragraph 3 – Remove all references to indemnification.

Indemnity (page 41) - Remove this section and replace the indemnity clause with the following. Each party to the Contract will be responsible for its own acts and commissions.

Limitation of Liability (page 41) - Limit clause to Item 1. Ohio law will govern liability and both parties are instrumentalities of the State,

COST SUMMARY

RFP for BWC HEALTHCARE CONSULTANT

RFP NO.: CSP904217

UNSPSC CATEGORY CODE: 85101700

DELIVERABLE	DESCRIPTION	NOT TO EXCEED COST
Assessment #1	The selected consultant will review the design of the pilot program and evaluate the integrity of how the pilot program has been implemented.	\$ 40,763
Assessment #2	The selected consultant will: 1. Identify potential gaps or limitations of the pilot program and provide distinct analysis and specific approaches to improve upon the pilot program. 2. Provide and/or recommend tools/strategies to make improvements to the existing pilot program. 3. Recommend and/or design tools/strategies to effectively capture, collate and evaluate pilot program data to identify opportunities to improve claimant outcomes. 4. Provide recommendations / suggestions to consider in measuring the performance of pilot program physicians.	\$ 28,618
Assessment #3	The selected consultant will take the BWC approved recommendations from Assessment #2 items 3 and 4 and present a model to BWC that demonstrates the successful application of the approved recommendations and BWC's ability to maintain the model.	\$ 51,111

NON CONTRACTED SERVICES HOURLY RATES - Hourly rates which can be used for non contract services.

JOB TITLE	RATE PER HOUR
Senior Consultant	\$ 153.51
Junior Consultant	\$ 76.20

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

OAKS Vendor ID 0000000678  
 The Ohio State University  
 Center for Health, Outcomes, Policy  
 and Evaluation Studies  
 College of Public Health  
 Office of Sponsored Programs  
 1960 Kenny Road  
 Columbus, OH 43210

BID CONTRACT NO.: CSP904217-1

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Allard Dembe,

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ADMINISTRATIVE CONTACT: Kari Uhl,

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