

REQUEST FOR PROPOSALS

by

STATE OF OHIO

BUREAU OF WORKERS' COMPENSATION

for

CATASTROPHIC CLAIMS CASE MANAGEMENT PILOT

June 26, 2012

Bid # BWCB12003

RFP ISSUED: June 26, 2012
INQUIRY PERIOD BEGINS: June 26, 2012
INQUIRY PERIOD ENDS: July 11, 2012
PROPOSAL DUE DATE: August 7, 2012 by 2:00 p.m. ET

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Ohio Bureau of Workers' Compensation
Purchasing Department
30 W. Spring Street, Level 24
Columbus, OH 43215-2256

Offerors must note that all proposals and other material submitted will become the property of BWC and may be returned only at BWC's option. Proprietary information should not be included in a proposal or supporting materials because BWC will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

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PLEASE READ ALL CONDITIONS AS SET FORTH IN THIS REQUEST FOR PROPOSALS (RFP) FOR
A FULL UNDERSTANDING OF THE REQUIREMENTS

1.0 BACKGROUND AND PURPOSE OF PROJECT

1.1 BWC GENERAL 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 \$22.7 billion as of March 31, 2012 and annual insurance premiums and assessments of approximately \$2 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 the ORC 4123.35. Self-insuring employers administer their own workers' compensation claims and are monitored by BWC. 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 Board of Directors (BOD) oversees BWC's activities and functions as a fiduciary.

In FY11 BWC actively managed approximately 1.2 million open claims, with 116,378 new claims received. Medical and indemnity compensation paid to injured workers totaled approximately \$2 billion.

Effective management of the medical needs of injured Ohio workers is critical to helping employers and injured workers. Catastrophic (CAT) claims injuries, while a small percentage of the claims BWC handles, can have a significant impact in both human and economic costs. CAT claims result from sudden, traumatic occupational injuries that are severe in nature, occupational diseases incurred over time, or medical complications that are secondary to conditions originally allowed in a claim. Catastrophic injuries severely limit physical or cognitive functions that affect one's ability to perform activities of daily living care, such as eating, dressing, walking, personal hygiene, and controlling bodily functions.

1.2 ABBREVIATIONS AND DEFINITIONS

- BOD BWC Board of Directors
- BWC or Bureau Ohio Bureau of Workers' Compensation
- CAT Catastrophic
- CCT Customer Care Team
- CNA Catastrophic Nurse Advocate
- Contract for Services A document that will be executed between the BWC and the Case Management Vendor, acting as a Case Manager, each time a specific Case is assigned by the BWC to the Case Management Vendor. The Contract for Services shall describe the Case and specify the performance objectives and compensation arrangements that will apply to such Case.
- Contractor Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.
- IW Injured Worker
- MCO Managed Care Organization
- Optional-Use Contract A contract awarded to selected respondents who, as members of the Case Manager pool, will be eligible for compensation under a contract for services.
- ORC Ohio Revised Code
- Proposal A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.
- Responder One who submits a response to a solicitation document.
- RFP Request for Proposals
- RTW Return To Work
- SIF State Insurance Fund
- Services Work to be performed as specified in this RFP
- URAC Utilization Review Accreditation Commission
- Vendor A supplier/seller of goods and services. A reference to a provider of product or service.

1.3 PROJECT BACKGROUND

BWC's experience and approach with catastrophic injuries:

CAT claims represent a small number of the total open and/or new claims BWC experiences each year. This table provides an aggregate summary of the number of claims and associated cost of those claims per the date of the catastrophic injury.

Injury Year	2005	2006	2007	2008	2009	2010	2011	2012
Total Claims	102	98	97	98	83	79	83	30
First Year Medical Cost	\$ 17,266,221	\$ 16,154,843	\$ 16,086,606	\$ 18,903,273	\$ 12,881,050	\$ 13,641,409	\$ 12,362,587	\$ 2,294,043
Avg / Claim 1st Year Cost	\$ 169,277	\$ 164,845	\$ 165,841	\$ 192,891	\$ 155,193	\$ 172,676	\$ 148,947	\$ 76,468
Claim-to-Date Medical Cost	\$ 33,136,169	\$ 25,033,647	\$ 24,904,282	\$ 29,830,001	\$ 17,690,529	\$ 15,551,995	\$ 12,430,559	\$ 2,246,772
Avg / Claim-to-Date Cost	\$ 324,864	\$ 255,445	\$ 256,745	\$ 304,388	\$ 213,139	\$ 196,861	\$ 149,766	\$ 74,892

Note: Numbers for 2012 are through June 1, 2012.

BWC's current process for handling CAT claims:

BWC's target objective is the right treatment at the right time at the right cost in the right delivery method aimed at the ultimate goal of safe and timely return to work if possible or claim resolution. The goal is for BWC to allow the claim within 48 hours if possible, so that the injured worker's (IW) family is not burdened with financial or treatment issues.

Catastrophic injuries may include:

- Severe brain or brain stem injuries or brain damage resulting from surgery or secondary to compensable injury of disease
- Multiple major extremity amputations/fractures/crush injuries/loss of use of 2 or more limbs
- Paraplegia/quadruplegia/hemiplegia/diplegia
- Total industrial blindness
- Second/Third degree burns of more than twenty-five percent of the body
- Anticipated hospitalization in excess of four weeks, i.e., ventilators, ICU, psychiatric hospitalization
- Severe occupational diseases and blood borne pathogens; (not end stage); toxic exposure with long term complications
- Any other medical diagnosis identified by the Managed Care Organization (MCO) and/or Catastrophic Nurse Advocate (CNA) and determined by the CNA to be catastrophic

Currently, BWC uses a coordinated approach to managing CAT claims via our internal CNAs and the various MCOs. Together with the MCO, CNAs assess long-term needs of severely disabled injured workers and their families to ensure the injured workers return to their optimal level of function. The MCO and CNAs together discuss the progress and effectiveness of the injured worker's plan of care, as well as identify future needs. This coordinated process begins when a claim has been identified as a CAT claim. CAT claims have been defined as those which include injuries as listed above. The catastrophic management protocols and process includes:

- Clinical assessment through 3-point contact with Employer, Injured Worker and Provider
- Data and medical records collection

- Medical case management plan to include goals, barriers and a target return-to-work (RTW)
- On-site visit
- Prompt initial claim allowance and additional conditions
- Home assessment and modification
- Vehicle modification
- Adjustment counseling
- Vocational rehabilitation service
- Community support service

The above process requires multidisciplinary skill sets that enable practitioners to assess the impact of injuries, the psychosocial implications of threat to income stream, the features of health service delivery system, medical treatment regimens, disease management protocols, and realities of the workplace.

MCO Involvement:

Case management is a collaborative process of assessment, planning, facilitation and advocacy for options and services to meet an individual's health needs through communication and available resources that promote quality cost-effective outcomes. This process includes identifying and minimizing potential barriers to recovery, identifying and assessing future treatment needs, evaluating appropriateness and necessity of medical services, authorizing reimbursement for medical services, resolving medical disputes, and facilitating return to work or claim resolution for injured workers.

The MCO has a designated catastrophic claim program coordinator, who is responsible for directing the MCO's management of catastrophic claims assigned to the MCO. The catastrophic claim program coordinator is a registered nurse who meets the Standard CM 4 qualifications for case manager supervisors as required by URAC accreditation standards. In addition, this coordinator is required to have two years of Ohio BWC MCO case management experience. Past clinical experience in critical care is recommended, but not required. The coordinator is proficient in the MCO Policy Reference Guide, and attends all training designated by BWC for the catastrophic claim program coordinator.

The MCO contacts the assigned CNA by telephone or email within one business day of identifying a potential catastrophic claim. The MCO, Customer Care Team (CCT) and CNA share information regarding the circumstances of the claim. In particular, the severity of the claim must be discussed so an appropriate course of action can be determined. The MCO, CCT and CNA conduct informal staffing within one to three business days of notification.

BWC's CNA Involvement:

A CNA has specialized experience and training in the rehabilitation of severely injured workers. This advocate works with the MCOs and internal BWC staff to facilitate necessary services for the injured worker. The CNA has frequent contact with the MCOs and potentially the IW's physician, family and hospital or medical facility staff. The CNA may also interact with the injured worker's employer or attorney.

The CNA provides a comprehensive approach to the management of catastrophically injured workers in conjunction with the CCT, which handle claims issues, and MCOs, which handle medical management issues. CNAs act as a safety net to ensure effective care and services are provided to injured workers and their families.

BWC's CNA Roles:

1. Onsite Visit

- To obtain any necessary medical documentation not obtained by MCO
- To obtain family/social history
- Face to face visit to lessen anxiety of IW and family (can put a face with a name)
- Act as a bridge for the IW and family to the BWC and MCO
- Onsite visit provides the opportunity to conduct a preliminary assessment of future needs
- The information gathered will be shared with the CCT and MCO in order to develop a plan to maximize the IW's return to an optimal level of functioning
- Reinforces injured worker/family's role as partners in recovery process

2. Expedite Claim Allowance

- Due to severity of injuries, by working with the CCT, the goal is to allow the claim within 48 hours of notification if possible so the family is not burdened with financial or treatment issues
- Gather information telephonically and/or via onsite visits
- Benefit: Prompt payment of compensation benefits

3. Authorizing Home & Vehicle Modification

- Provide information regarding the evaluation and submission of plans/blueprints for home and/or vehicle modification

4. Advocate for IW and family

- Act as an advocate for the IW and family, assist with the completion of necessary forms and proactively pursue additional allowances
- Act as a resource for IW, CCT, MCO, cover a specific geographical area and act as resource regarding local community services and support groups

5. Approve adjustment counseling

1.4 PURPOSE OF THE REQUEST FOR PROPOSALS

BWC is soliciting Proposals from all qualified firms that have demonstrated experience with, and success in managing, workers' compensation catastrophic claims. As a result of this RFP process, BWC intends to select one or more catastrophic claim case management vendors, thereby creating a pre-approved catastrophic claim case management vendor pool to provide professional high quality services for selected Ohio workers' compensation CAT claims focusing on achieving the highest quality of life and medical stability, with a return to work goal if possible. References in this document to a firm, vendor, contractor, consultant and similar nomenclature in the singular are to be interpreted in the plural, to potentially represent more than one vendor.

The result of this RFP process will be the awarding of Optional-Use Contracts with one or more vendors to create the catastrophic claim case management vendor pool. Optional-Use Contracts do not include compensation or a guarantee of compensation. Compensation is available through award of a Contract for Services as set forth below.

The selected vendors will be under a one (1) year contract term, with a BWC option to renew the contract for three (3) additional one (1) year periods subject to the terms and conditions of the Optional-Use Contract. When a catastrophic claim arises during the contract period, and all parties to the claim are in agreement, BWC in its discretion may assign the claim to a pre-approved vendor and execute a Contract for Services with the vendor for case management of that specific catastrophic claim. However, there is no guarantee that the BWC will use the services of the vendor.

Upon assignment of a claim and execution of a Contract for Services, the vendor must provide a level of service which ensures safety and relative comfort to an injured worker and their family support structure in addressing a catastrophic injury. This will be achieved by medical experts, field case managers with experience in catastrophic injuries, and quality providers. The vendor will have in place adequate medical, professional and pharmacy providers and a network of health care facilities, suppliers and services.

The vendor is expected to utilize nationally recognized treatment guidelines, return to work guidelines, and utilization review guidelines, e.g., Official Disability Guidelines etc., to evaluate providers in all treatment decisions. The vendor will ensure that procedures and protocols for determining treatment and services to be rendered to an Ohio injured worker meet minimum expectations and compliance with Ohio laws governing the delivery of worker compensation medical services.

BWC envisions this RFP as a pilot project that will enable BWC to determine whether contracting with catastrophic claim case management vendors for management of catastrophic claims will result in better quality outcomes, better return to work outcomes, and/or a better quality of life for injured workers with catastrophic injuries, and also whether vendors may achieve such improved outcomes in catastrophic claims at lower cost to the workers' compensation system. BWC will evaluate the success of the pilot through analysis of data collected on the claims assigned to and managed by the selected vendors under Contracts for Services.

2.0 CALENDAR OF EVENTS

The time schedule for this project is outlined below, and is subject to change. BWC may change this schedule at any time. If BWC changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

2.1 DATES:

RFP Issued	Tuesday, June 26, 2012
Question Period Begins	Tuesday, June 26, 2012
Question Period Concludes	Wednesday, July 11, 2012 (8:00 a.m. ET)
Questions and Answers Posted	Monday, July 16, 2012
Proposals Due	Tuesday, August 7, (2:00 p.m. ET)
Oral Presentations (if requested by BWC)	September 5 – 7, or 10, 2012
Contract Commences:	Monday, October 1, 2012

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after 2:00 p.m. on the due date will not be evaluated.

3.0 PROPOSAL INQUIRIES AND SUBMISSIONS

3.1 QUESTIONS

Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, provide reference(s) to the RFP (e.g. section number and/or item number, etc.). Unreferenced or incorrectly referenced questions will not be answered; Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "BWC")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:
 - a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
 - b. Name of the prospective Offeror.
 - c. Representative's business phone number.
 - d. Representative's e-mail address.
8. Type the inquiry in the space provided including:
 - a. A reference to the relevant part of this RFP.
 - b. The heading for the provision under question.
 - c. The page number of the RFP where the provision can be found.
9. Click the "Submit" button.

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

Questions must be received by BWC by July 11, 2012 at 8:00 a.m. ET. BWC will respond to any or all questions exclusively through the above method; however, responses by BWC will not officially modify the RFP in any way unless a written addendum is issued by BWC.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>.
2. From the Navigation Bar on the left, select "Find It Fast".

3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "BWC")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

BWC will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays.

BWC will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, BWC will use its discretion in deciding whether to provide answers as part of this RFP process.

BWC is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

3.2 COMMUNICATION RESTRICTIONS

In order to ensure fairness and parity among prospective vendors, from the time of the release of this RFP until a vendor is selected and a contract is awarded; vendors shall not communicate with any BWC staff concerning this RFP, except as provided in Section 3.1. If the vendor attempts or undertakes an unauthorized communication, BWC reserves the right to reject that vendor's proposal, without evaluation. BWC shall not be responsible for any vendor's reliance on any information regarding this Request for Proposal or any work hereunder if the information was provided by any source other than through the inquiry process in Section 3.1.

3.3 PROPOSAL SUBMISSION

It is absolutely essential that vendors carefully review all elements in their final proposal. Once received by BWC, a proposal cannot be altered. One (1) complete, signed, and sealed original; five (5) complete, sealed copies; and one (1) electronic copy on CD of your proposal shall be submitted for evaluation. Proposals shall be clearly marked "Ohio Bureau of Workers' Compensation BID No. BWCB12003 — Catastrophic Claims Case Management Pilot" on the outside of the envelope. FAX or electronic mail transmissions will not be accepted. All copies must be received by BWC together in one package.

Proposals must be received in the Purchasing Department by 2:00 P.M. ET on Tuesday, August 7, 2012. Proposals inappropriately addressed or delivered elsewhere risk untimely re-routing to the Purchasing Department. Any proposals received in the Purchasing Department after the deadline will be marked as untimely and will not be opened or evaluated regardless of the reason for late receipt.

If mailing proposals, vendors should allow for sufficient mailing time to ensure timely receipt by the Purchasing Department. All mail and deliveries can be expected to undergo package security screening

(amounting to approximately one hour) before receipt in the Purchasing Department. Vendors must anticipate this additional time when arranging for mail or delivery of proposals. If attending the opening, vendors must bring photo identification and should allow for additional time for personal security screening (amounting to approximately twenty minutes) and for package security screening (amounting to approximately one hour) if they are also delivering their proposals in person at that time. Submit complete, signed and sealed copies of the proposal to:

**BY MAIL OR HAND-DELIVERY:
Ohio Bureau of Workers' Compensation
Purchasing Department
30 W. Spring Street, Level 24
Columbus, Ohio 43215-2256**

All material submitted to and accepted by BWC in response to the RFP shall become the property of BWC and will be retained by BWC in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. THE CONTENTS OF THE PROPOSAL ARE SUBJECT TO THE OHIO PUBLIC RECORDS ACT, SECTION 149.43, OF THE OHIO REVISED CODE, UNLESS OTHERWISE EXCEPTED BY LAW. If the proposal includes information that the proposer in good faith believes falls within one of the exceptions to the provisions of the Ohio public records laws, the proposer must put such information in separate sealed envelopes with each copy of the proposal with a note identifying which exception is claimed. Any material not separately sealed and annotated will be released upon a proper public records request. Any proposal that claims that the entire contents of the proposal fall within the exceptions will be disqualified. After a contract is awarded, if BWC determines that the information separately sealed by any proposer appears not to be exempt and may be released upon a proper request, the vendor will be advised of BWC's intent to release the information.

3.4 CHANGES TO THIS REQUEST FOR PROPOSALS

All vendors will be notified in the event that BWC finds it necessary to modify one or more portions of this RFP after it has been released. Should BWC issue an addendum to this RFP, additional time may be given to all prospective vendors, if appropriate, to extend the deadline to accommodate needed changes in the proposals.

4.0 GENERAL TERMS AND CONDITIONS

4.1 GENERAL

BY SUBMITTING A PROPOSAL, THE VENDOR ACKNOWLEDGES THAT IT HAS READ THE RFP, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS REQUIREMENTS, TERMS AND CONDITIONS. BWC RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS THAT TAKE EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP OR THAT FAIL TO MEET THE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, STANDARDS, SPECIFICATIONS AND REQUIREMENTS AS SPECIFIED IN THE RFP. FURTHERMORE, BWC RESERVES THE RIGHT TO REFUSE ANY PROPOSAL NOT PROPERLY SUBMITTED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS RFP. BWC RESERVES THE RIGHT TO REJECT THE SELECTED PROPOSAL AT ANY TIME PRIOR TO EXECUTION OF A CONTRACT.

The Evaluation Committee may waive minor defects that are not material when no prejudice will result to the rights of any other vendor, the public, or BWC. BWC shall not pay for information solicited prior to entering into a contract with the selected vendor.

Headings in this RFP are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in the RFP.

4.2 TRAVEL EXPENSES

Any travel or per diem required by the selected vendor to carry out its obligations under the contract shall be at the vendor's expense.

4.3 RESULTING CONTRACT

Any contract resulting from the RFP shall consist of this RFP and any written addenda issued by BWC, the selected proposal and the executed contract.

BWC and the successful vendor shall execute an Optional-Use Contract based on the draft attached to this RFP or a draft proposed by the vendor, as mutually agreed to by the parties, provided that any contract executed shall incorporate and shall be consistent with the terms of this RFP, any written addenda issued by BWC, and the selected proposal, and shall be in compliance with Ohio law. If the vendor fails to execute such contract within a reasonable time, BWC reserves the right to reject the proposal and award the contract to the next highest scoring vendor until a contract is negotiated, or BWC decides not to contract.

The term of the contract shall commence on or about the date the contract is executed. The contract will have an initial term of one (1) year and can be renewed for three (3) additional one (1) year terms at the sole and exclusive option of the BWC.

BWC shall incur no liability should it choose not to exercise its exclusive option to renew the contract.

4.4 CONTRACT COMPLIANCE

During the term of this contract, the BWC shall be responsible for monitoring the vendor's performance and compliance with the terms and conditions of the contract. It is specifically understood that the nature of the services to be rendered pursuant to any contract resulting from this RFP are of such a nature that BWC is the sole judge of the adequacy of such services.

4.5 CONTRACT TERMINATION

The Bureau may cancel this Agreement at any time prior to the commencement of services. In addition, this Agreement may be terminated by the unilateral action of either party hereto upon provision to the other party thirty (30) days written notice of election to so terminate, provided that such unilateral termination by Vendor is without prejudice to the State of Ohio. In the event of termination of this Agreement by either party, Vendor shall be paid for all properly documented services; however no deposit, cancellation fee, or liquidated damages will be paid by the Bureau. The Bureau shall have the right to terminate this Agreement immediately without advance notice if for any reason Vendor violates any of the material covenants, agreements, or stipulations of this Agreement, or if Vendor fails to maintain Ohio workers' compensation, where required by law. In the event the Bureau executes its right to terminate this Agreement, Contractor shall not be relieved of any liability for damages sustained by the Bureau by virtue of any breach by Vendor and the Bureau may withhold further payment due to Vendor pursuant to this Agreement or otherwise, for the purpose of set-off until such time as damages due to the Bureau are determined.

Vendor may cancel its duties and obligations under this Agreement at any time prior to the commencement of services upon notice to the Bureau, provided that such termination is without prejudice to the State of Ohio. Any material provided by Vendor, which fulfills any obligation of this Agreement, shall be considered the property of the Bureau of Workers' Compensation upon payment in full to Vendor for services rendered prior to termination. Furthermore, Vendor shall have the right to terminate this Agreement for failure to pay invoices in accordance with the terms of this Agreement.

The rights of cancellation and termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights and remedies available to either party at law or in equity.

4.6 GOVERNING LAW - SEVERABILITY

The validity, construction and performance of any contract resulting from this RFP and the legal relations among the parties to any contract shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision of any contract resulting from this RFP or the application of any such provision shall be held by an Ohio court of competent jurisdiction to be contrary to law, the remaining provisions of the contract shall remain in full force and effect. The parties agree to submit irrevocably to the jurisdiction of the Ohio Court of Claims.

4.7 COMPLIANCE WITH APPLICABLE LAWS

The vendor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The vendor accepts full responsibility for payment of all taxes and insurance including workers' compensation insurance premiums, unemployment compensation insurance premiums, all

income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the vendor in the performance of the work authorized by this contract. BWC does not agree to pay any taxes. Failure to have workers' compensation or other required insurance in accordance with the RFP may cause BWC to terminate any resulting contract at BWC's sole discretion.

4.8 PUBLICITY

Any use or reference to this RFP by the vendor to promote, solicit, or disseminate information regarding the scope of the contract is prohibited, unless otherwise agreed to in writing by BWC. BWC agrees to be used as a reference by the selected vendor in other State of Ohio competitive bid situations.

4.9 NON-DISCRIMINATION

The vendor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, vendor must submit an Affirmative Action Program Verification Form to the DAS Equal Opportunity Division to comply with the Ohio affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by contacting the Equal Opportunity Department or viewing the Equal Opportunity Department's web site:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>

The State encourages the vendor to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

4.10 VENDOR'S LIABILITY

The vendor shall be liable for and shall indemnify the BWC against any and all losses, damages, costs, expenses (including reasonable attorney fees), liabilities, claims and demands for any action, omission, information or recommendation in connection with this Agreement constituting a breach or violation of its fiduciary duties under applicable law, or a material breach of any agreement, representation, warranty or covenant made herein by the vendor or its agents, except that the vendors shall have no liability hereunder in the absence of negligence or reckless or willful misconduct on the part of itself or its agents.

4.11 CONDITIONS PRECEDENT

It is expressly understood by the parties that the contract is not binding on BWC until such time as all necessary funds are made available and forthcoming from the appropriate State agencies, and such expenditure of funds is approved by the Administrator after execution of the contract by the vendor but before execution by BWC. No contract shall be binding upon either party until receipt by the contracting vendor of a copy of a fully executed contract, and compliance with any and all conditions precedent.

4.12 METHOD OF REMUNERATION AND BILLING PROCEDURES

To receive payment for performance of services, the vendor shall submit invoices electronically to the BWC e-mailbox:

CatastrophicNurses@bwc.state.oh.us

Or by FAX at: 614-719-5300

If it becomes necessary to mail a hard copy of the invoice, please send to the following address:

Ohio Bureau of Workers' Compensation
Attention CAT Nurse Advocate
Medical Services Division
30 W. Spring St., L-20
Columbus, Ohio 43215

A proper invoice is defined as being free from defects, discrepancies, errors, or other improprieties and shall include, but may not be limited to:

- vendor's name and address as designated in the RFP
- vendor's federal employer identification (E.I.) number
- description, including time period (date received and date reported) of services delivered or rendered
- provide contact name for billing purposes
- include BWC assigned claim number

Defective invoices shall be returned to the vendor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.

Section 126.30 of the Ohio Revised Code, and any applicable rules thereto, are applicable to any resulting contract and requires payment of interest if, upon receipt of a proper invoice, payment is not made within thirty (30) calendar days, unless otherwise agreed in writing. The interest charge shall be at the rate per calendar month which equals one twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code. In the event that BWC does fail to make prompt payment, the vendor is entitled to the interest allowed by law. In no event shall such failure to make prompt payment be deemed a default or breach of contract on the part of BWC.

By signing the contract, the selected vendor agrees to receive payment by means of electronic fund transfers, "EFT".

Payment shall be made to the vendor, in the vendor's Federal E.I. number, as provided for in the response to the RFP. The date the EFT payment is issued shall be considered the date payment is made. Payment shall not be initiated before a proper invoice is received by BWC.

4.13 WORKERS' COMPENSATION

The vendor shall submit with its proposal a copy of the certificate proving that the vendor and its agents are covered by Workers' Compensation, Employees' Liability and/or vendor's insurance in amounts

sufficient to satisfy all claims that might arise from its acts or those of the employees and agents. The vendor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the resulting contract. Failure to maintain coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure may cause BWC to terminate the contract at the BWC's sole discretion.

4.14 LIABILITY INSURANCE

The vendor shall provide proof of insurance coverage as set out in this section. The intent of the required insurance is to protect the Fund and the state of Ohio from any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the vendor or subcontractor, or their agents, while performing under the terms of this Contract.

The vendor shall provide proof of insurance coverage, and such insurance coverage shall be maintained in full force and effect during the term of this Contract, as follows:

- A. Professional Liability/Errors and Omission Liability The vendor shall maintain general and professional liability insurance against claims for bodily injury, personal injury, death or property damage arising from the services performed by the vendor, its employees, agents, representatives, or subcontractors, under this Agreement for the duration of this Agreement, together with any renewals. Such insurance shall afford total protection of not less than one million dollars (\$1,000,000.00) per occurrence / three million dollars (\$3,000,000.00) aggregate with respect to bodily injury, personal injury or death and not less than one million dollars (\$1,000,000.00) per occurrence / three million dollars (\$3,000,000.00) aggregate with respect to property damage.
- B. Financial Institution Bond (Employee Dishonesty, Fidelity Bond, and Money and Securities) For loss by reason of acts of fraud or dishonesty, Manager shall keep in effect during the term of this Agreement, a Financial Institution Bond (employee dishonesty, fidelity bond) with limits of not less than two hundred thousand dollars (\$200,000.00) per occurrence for loss by reason of acts of fraud or dishonesty.

Insurance policies shall be endorsed to contain a clause providing that 30 days prior written notice of cancellation, non-renewal or decrease in coverage shall be given to the BWC.

The vendor shall furnish a Certificate(s) of Insurance to the BWC for the required coverages evidencing insurance from an insurance carrier, or carriers, authorized to do business in the State of Ohio. The certificate(s) must be in a form that is reasonably satisfactory to the BWC as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

Failure to maintain required liability coverage at any time during the term of any contract shall be deemed a material breach of the contract. Such failure may cause BWC to immediately terminate the contract at the BWC's sole discretion.

4.15 DEFAULT BY VENDOR

BWC declares and the vendor acknowledges that BWC may suffer damages due to the failure of the vendor to act in accordance with the requirements, terms, and conditions of the contract. BWC declares and the vendor agrees that such failure shall constitute an event of default on the part of the vendor. The vendor agrees that if BWC does not give prompt notice of such a failure, that BWC has not waived any of its rights or remedies concerning the failure by the vendor.

4.16 INSPECTION OF TIME RECORDS AND WORK PAPERS

BWC reserves the right to inspect the records and work papers of the vendor or any of its subcontractors to determine the validity of billings for work performed. Adequate records to support these charges must be maintained. Documentation must be retained for review for at least three (3) years subsequent to final payment.

4.17 OHIO ELECTIONS LAW

The vendor hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

4.18 DRUG-FREE WORKPLACE

The vendor agrees to comply with all applicable state and federal laws regarding drug-free workplace. The vendor shall make a good faith effort to ensure that all of its employees, if working on state property, will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

4.19 INTELLECTUAL PROPERTY

All customized materials, surveys, analysis and reports developed by the vendor during the course of its work under this contract shall become the property of BWC as a work-made-for hire. BWC shall have an unrestricted right to reproduce, distribute, modify, maintain and use the materials, surveys, analysis and reports, and the vendor shall not obtain copyright, patent or other proprietary protection for these items. The vendor relinquishes any and all copyrights, privileges and proprietary rights to these items. The vendor shall not include in the materials, surveys, analysis and reports any copyrighted matter, unless the copyright owner gives prior written approval to such copyrighted matter provided herein.

4.20 ASSIGNMENT AND SUBCONTRACTING

The vendor will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Bureau. Any assignment or delegation not consented to may be deemed void by the Bureau. However, the Bureau's approval will not serve to modify or abrogate the responsibility of the vendor for the acts, omissions, nonfeasance, malfeasance, or misfeasance of any and all subcontractors.

If the vendor changes its business organization or identity from that described in its proposal before the contract is signed by both parties or before work pursuant to the contract commences, that change may

be deemed a material change by the BWC, if the vendor was selected based in part on its experience, corporate structure, responsibility or conflicts of interest, which factors have changed. The BWC may withdraw the contract award or it may declare the contract "void ab initio" and may select another finalist for a contract under this RFP.

If the vendor changes its business organization or identity from that described in its quote at any time after work pursuant to the contract commences, the vendor must immediately notify the BWC of the change and that change may be deemed a material change by the BWC, and may be deemed grounds for terminating the contract under this RFP.

4.21 UNRESOLVED FINDING FOR RECOVERY

The vendor warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State within the meaning of Ohio Revised Code Section 9.24; provided, however that if the vendor is subject to a finding for recovery pursuant to Section 9.24 (A) and the vendor qualifies for and has taken the necessary steps to resolve the finding for recovery pursuant to Section 9.24 (B), the vendor must provide BWC with specific documentation regarding the resolution prior to the award of the contract under this RFP. If it is discovered after the contract has been awarded that the vendor was subject to an unresolved finding for recovery on the date the contract was awarded, the contract will be declared "void ab initio", and BWC will not pay for any services rendered or goods delivered under the contract.

4.22 NO SECONDARY INTERESTS

The vendor represents and warrants that in the event of any vendor's referral to BWC to any third party to sell, license, or furnish hardware, software, services, or other items to BWC, such referral shall not result in any such third party's payment to the vendor (or to any partner, director, principal or affiliate thereof) of any monetary consideration, referral fee, finder's fee or anything else of value. For breach of the above warranty, the vendor shall promptly pay to BWC the full amount (or cash equivalent) of the consideration received from the third party for the referral.

The vendor represents and warrants that the work to be performed under this RFP will be a complete work product, not requiring any subsequent, additional purchase from the vendor.

4.23 KEY EMPLOYEE CREDENTIALS

It is expressly understood that the vendor's selection is based in part on the credentials of the personnel proposed in the vendor's proposal. Any substitution for key personnel during the course of the contract shall be deemed a material breach unless the substituted employee's credentials are submitted to the BWC and approved by the BWC prior to substitution.

4.24 CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION

Vendor affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, vendor affirms that a person who is or may become an agent of vendor, not having such interest upon execution of this Contract shall likewise advise the BWC in the event it acquires such interest during the course of this Contract.

Vendor agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

4.25 DEBARMENT

Vendor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code Section 153.02 or Ohio Revised Code Section 125.25. If this representation and warranty is found to be false, this Agreement will be declared "void ab initio" and vendor shall immediately repay to BWC any funds paid under this Agreement.

4.26 OFFSHORE PROVISION OF SERVICES PROHIBITED

The Contractor affirms to have read and understands Executive Order 2011-12K "Governing the Expenditure of Public Funds for Offshore Services" issued by the Governor of Ohio and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order 2011-12K is available at the following website:

<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

5.0 SCOPE OF SERVICES

5.1 GENERAL

The vendor shall assume primary medical management responsibility for selected Ohio CAT claims of an individual as designated by the BWC for a mutually negotiated maximum amount. Such medical management responsibility is to include but not be limited to the provision and payment of all medical services and treatment necessary to achieve an agreed-to outcome for the claim from the date of claim assignment to the provider. The expectations relative to this RFP are listed in the sections below and must be documented and marked accordingly in the response.

5.2 QUALIFICATIONS

The selected vendor(s) shall:

1. Ensure that case managers supporting this contract have at a minimum registered nurse credentials.
2. Ensure that case managers supporting this contract possess a minimum of two (2) years of catastrophic case management experience.
3. Ensure that case managers supporting this contract possess a national certification in at least one of the following:
 - Certified Disability Management Specialist (CDMS)
 - Certified Case Manager (CCM)
 - Certified Rehabilitation Registered Nurse (CRRN)
 - Case Manager – Certified (CMC)
 - Certified Occupational Health Nurse (COHN)
 - Certified Occupational Health Nurse Specialist (COHN-S).
4. Demonstrate access to a wide array of expert providers and medical facilities.
5. Demonstrate strong provider network and discount programs.
6. Demonstrate the ability to provide on-site case management anywhere in the country.
7. Demonstrate protocols and methodologies which reflect the utilization of expert physician consultation with attending physicians and ongoing case management oversight.
8. Demonstrate disability guidelines the vendor uses.
9. Demonstrate the existence and application of an effective patient quality assurance review program which provides for efficient and timely feedback loops to management and corrective action deployment.
10. Demonstrate an understanding of Ohio's statutes, rules and policies relative to the medical services to and management of Ohio injured workers' catastrophic claims and related injuries.
11. Demonstrate the ability to provide life care plans completed by Certified Life Care Planners for all catastrophic claims that are chronic and result in a disabling condition lasting more than one year.

5.3 DESCRIPTION OF SERVICES

1. Describe your services for the following catastrophic injuries (if applicable), to include at a minimum the criteria listed below each injury:

- **Quadriplegic injuries:**

- in-hospital management
- on-site visit
- management throughout post acute rehabilitation
- home and vehicle modifications
- permanent placement
- return to home with home services.

- **Paraplegic injuries:**

- in-hospital management
- on-site visit
- management throughout post acute rehabilitation
- home and vehicle modifications
- permanent placement
- return to home with services
- vocational rehabilitation or return to work.

- **Brain injuries:**

- in-hospital management
- on-site visit
- management throughout post acute rehabilitation
- home and vehicle modifications
- permanent placement
- medical stability
- return to work

- **Major extremity or multiple extremity amputations:**

- in-hospital management
- on-site visit
- management throughout post acute rehabilitation
- prosthetic purchase and training
- home and vehicle modifications
- medical stability
- return to work
- claim resolution

- **Total industrial blindness:**
 - in-hospital management
 - on-site visit
 - management throughout post acute rehabilitation
 - medical stability
 - return to work
 - claim resolution.
- **Excessive hospitalization:**
 - in-hospital management
 - on-site visit until medical stability
- **Excessive burns:**
 - in-hospital management
 - on-site visit
 - management throughout post acute rehabilitation
 - medical stability
 - return to work
 - permanent placement
 - return to home with services
 - claim resolution

2. Describe how a case management coordinator would work with the designated BWC CNA resources for effective transitioning of a case to and from the vendor at the time the case is accepted and/or the case goal has been achieved.
3. Describe how web capable access will be provided to the designated BWC CNA resource to review and monitor assigned BWC CAT claims.

5.4 DELIVERABLES

Provide a sample for each item listed below.

1. Case Management Plan:

The vendor will submit to the designated BWC CNA resource a case management plan for each CAT claim assignment accepted by the provider.
2. Reporting:
 - a. The vendor will submit regular monthly progress reports on any claims which they are managing to the designated BWC CNA resource.
 - Reports shall include but not be limited to:
 - Treatment plan and updates
 - RTW activity
 - Barriers to treatment
 - Short term goal
 - Long term goal
 - Planned action steps
 - b. The vendor will work with BWC to develop appropriate reports, and delivery method, preferably web accessible.

6.0 PROPOSAL

To be considered, Vendors must submit a complete, signed and sealed original response to this Request for Proposal in accordance with Section 3.3 of this RFP. The original and all five (5) hard copies and one (1) electronic copy of the proposal must be marked "Ohio Bureau of Workers' Compensation BID No. BWCB12003 — Catastrophic Claims Case Management Pilot" on the outside of the envelope, and must be received on or before 2:00 P.M. ET on Tuesday, August 7, 2012. Proposals must be signed by an official authorized to bind the Vendor. No faxed or electronically mailed copies will be accepted.

Any proposal received after the specified time, or improperly marked, prepared or submitted will not be eligible for consideration and will be rejected. Proposals that do not comply with all of the requirements of this RFP shall be rejected as non-responsive. The proposal must remain valid for the term of the proposed contract, and this validity statement must also appear in the response.

All proposals submitted in response to this RFP will become the property of BWC and are subject to the Ohio Public Records Law. As a public record, all proposals will be available to the public for inspection unless subject to a statutory exception from the Ohio Public Records Law.

All material submitted becomes the property of BWC and may be returned only at BWC's option. BWC reserves the right to use any or all ideas presented in response to this Request for Proposals. Selection or rejection of any given proposal does not affect this right.

BWC is not liable for any cost incurred by a Vendor in the preparation and submission of any proposal, or in anticipation of the award of a contract. Moreover, BWC is not liable for any cost incurred by any Vendor prior to the execution of a contract.

A respondent to this Request for Proposals shall include in its proposal sufficient information to permit BWC to effectively evaluate its qualifications and services based on the information requested in Section 5.0. In addition, the following information must be submitted:

6.1 COVER LETTER

A cover letter in the form of a standard business letter that shall be signed by an individual authorized to legally bind the Vendor must be provided. The letter shall provide the name, telephone number and e-mail address of a contact person with authority to answer questions regarding the proposal. The letter shall also provide a statement that the proposal remains valid for the term of the proposed contract.

6.2 EXPERIENCE

The Vendor must submit documentation of the Vendor having at least four (4) years experience and success with the following: catastrophic case management of workers with injuries, individual plan development and implementation to facilitate successful and stable return to work where possible, or claim resolution.

The vendor should demonstrate their experience in the development and delivery of life care plans.

The vendor will provide a list of all staff supporting this contract in the format provided in Appendix A of this RFP – listing qualifications/certifications and experience, as well as a resume or bio for each staff member.

6.3 REFERENCES

The vendor must provide at least three (3) references from three (3) entities who have contracted with them to provide vendor management and handling of catastrophic claims each attesting to the value, quality and satisfaction of vendor's services on those claims.

The vendor must provide at least three (3) references from employers attesting to the value, quality and satisfaction with vendor's management and handling of catastrophic claims.

The vendor must provide at least three (3) references from patients attesting to the value, quality and satisfaction with vendor's management and handling of that patient's catastrophic claim.

The vendor must provide at least three (3) references from a patient's primary family-caretaker attesting to the value, quality and satisfaction with vendor's management and handling of catastrophic claims.

6.4 FINANCIAL INFORMATION

Vendor responses to this RFP will include three (3) years of the vendor's most recent Generally Accepted Accounting Principles (GAAP) audited financial statements, and also three (3) years of the vendor's most recent Statement on Auditing Standards (SAS) No. 70 "Service Organizations" or Statement on Standards for Attestation Engagements (SSAE) No. 16 "Reporting on Controls at a Service Organization" audit reports.

Vendor's who are awarded a contract will be required to submit their most recent GAAP audited financial statements and SSAE16 audit report by June 30 each year.

6.5 QUALITY ASSURANCE AND INTERNAL CONTROLS

Quality assurance is designed to ensure that high quality standards are consistently applied to all services rendered.

Describe quality assurance program and internal controls that determine service levels that are medically necessary, related and cost effective to maintain high quality and satisfaction of all parties involved, including the following:

- Description of QA program
- Peer review structure to modify quality standards
- Mechanism to continually review and update the QA program
- Process to identify, evaluate and resolve issues and inquiries
- Customer Satisfaction feedback loop
- Quality improvement results

6.6 PROVIDER NETWORK AND CONTRACTING

Include a description of the following:

- The Vendor's formal provider network and reimbursement agreements (including any service discounts), with a substantial number of medical, professional, and pharmacy providers.
- The Vendor's network documentation, that ensures a full range of medical services and supplies is available for injured workers, and demonstrates the ability to provide access for specialized services.
- How the Vendor's arrangements with providers in the network shall provide injured workers with access to health care facilities, supplies and services.

6.7 CONFLICTS OF INTEREST

The Vendor must describe how it avoids conflicts of interest or the appearance of a conflict of interest. The Vendor must present a statement that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services that are required to be performed under the contract. The Vendor must affirm that no person having such interest shall be employed in the performance of the contract. The Vendor shall likewise advise BWC in the event it acquires such interest during the course of the contract.

The Vendor must present a statement with the submission of a proposal that it agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

6.8 DISCLOSURE STATEMENT

The Vendor must provide a completed IRS Form W-9 and a disclosure statement concerning its organizational structure, including subsidiary or parent corporations and/or organization and ownership information.

6.9 CONFIDENTIALITY OF DATA

The vendor, its officers, agents, employees, representatives, subcontractors and assigns shall keep confidential all information obtained in the performance of this Agreement that is confidential under BWC policy or state and/or federal law, including but not limited to employer premium data subject to Ohio Revised Code Section 4123.27 and claim file data subject to Ohio Revised Code Section 4123.88. The vendor promises not to copy, disclose, publish, or communicate BWC's confidential information.

The vendor agrees that any confidential information obtained in the performance of this Agreement is for the sole use of the vendor for the purpose of performing work under the Agreement, and shall be used for no other purpose.

The vendor shall comply with all applicable state and federal statutes and rules, and all BWC policies, for the protection of sensitive data and confidential medical, claim, and employer premium information, including but not limited to BWC's Sensitive Data Transmission and Confidential Personal Information (CPI) policies.

The vendor shall comply with all electronic data security measures as may be required by Ohio law, Ohio Department of Administrative Services or other state agency Directive, and/or Executive Order of the Governor of Ohio during the term of this Agreement.

The vendor shall comply with, and shall assist BWC 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 by the vendor 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.

Any improper use or access of BWC data will result in the termination of that person's access as well as notification to that person's employer and vendor. "Improper use or access" is defined as access or use that is not for a legitimate business purpose.

After the vendor's tasks under this Agreement are completed, and upon expiration of all applicable retention periods under this Agreement and/or state and federal law, the vendor shall return to BWC in a secure manner all confidential data obtained in the performance of this Agreement. Any medical and claim information that is part of the Bureau's claim file, including hard copies and electronic copies gathered by the vendor in the course of providing services under a Contract for Services entered into pursuant to this Agreement, is the property of the Bureau and such files shall be returned to the Bureau immediately upon termination of such Contract for Services.

Failure to comply with the provisions of this Section 6.9 shall be deemed a material breach of the Agreement. Such breach shall render the Agreement voidable in its entirety at BWC's sole discretion.

The provisions of this Section 6.9 shall survive the termination of this Agreement.

6.10 COST/PRICING STRUCTURE

The vendor shall describe their cost/pricing structure in sufficient detail for the services requested in this RFP.

6.11 WORKERS' COMPENSATION COVERAGE AND PROOF OF INSURANCE

The Vendor shall provide a copy of a current Ohio certificate of workers' compensation coverage, if appropriate, or insurance policy for workers' compensation coverage as required by Section 4.13. The Vendor shall also provide proof of liability insurance coverage as stated in Section 4.14.

7.0 PROPOSAL EVALUATION

7.1 BWC SELECTION COMMITTEE

A selection committee composed of BWC personnel will evaluate the proposals. The composition of the committee will remain consistent for all responses. The selection committee will be responsible for documenting and tabulating the scores for all responses.

7.2 EVALUATIONS APPROACH

BWC's approach to evaluation of responses to this proposal will consist of the following phases.

7.3 PHASE I MINIMUM REQUIREMENTS

The first phase of the evaluation process consists of a review of all proposals received to ensure that each proposal meets the minimum administrative and professional requirements identified below:

Administrative Requirements

1. The Vendor must submit One (1) complete, signed, and sealed original copy; five (5) complete, sealed copies; and one (1) electronic copy on CD of the proposal by the deadline.
2. The Vendor Proposal must include:
 - Cover Letter (Section 6.1)
 - Experience (Section 6.2)
 - References (Section 6.3)
 - Financial Information (Section 6.4)
 - Quality Assurance and Internal Controls (Section 6.5)
 - Provider Network and Contracting (Section 6.6)
 - Conflicts of Interest (Section 6.7)
 - Disclosure Statement (Section 6.8)
 - Confidentiality of Data (Section 6.9)
 - Cost/Pricing Structure (Section 6.10)
 - Workers' Compensation Coverage and Proof of Insurance (Section 6.11)

Proposal Rejection Criteria

The following list details some of the most common submission errors that may be grounds for rejection of proposal.

- failure to identify RFP Bid Number and description on the outside of the envelope;
- failure to submit One (1) complete, signed, and sealed original copy; five (5) complete, sealed copies; and one (1) electronic copy on CD of the Proposal for evaluation purposes;
- failure to meet the deadline for submission;
- failure to include all administrative requirements with proposal;
- claiming that the entire contents of a Proposal qualifies for an exception to Ohio public records law;
- mailing the Proposal with insufficient postage; and,
- taking exception to mandatory technical terms, conditions, and requirements of the contract

7.4 PHASE II POINT SCALE RATING

Proposals that have met the minimum requirements will undergo detailed evaluation based upon a point scale rating of the content and technical requirements. A maximum point value has been assigned to each requirement. An evaluator will assign a score, from zero to the maximum score available, depending on the vendor's response to the requirement. The maximum point total for the categories listed below is 100 points.

Category	Maximum Points
Scope of Services: <ul style="list-style-type: none"> • Qualifications – 20 • Description of Services – 20 • Deliverables – 15 	55
Experience/References	10
Quality Assurance and Internal Controls	10
Provider Network	5
Cost/Pricing	20
Total	100

A. Scope of Services – 55 Points

A maximum of 55 points will be awarded based on the information reflected in the Scope of Services as broken down below.

- Qualifications – 20 Points
- Description of Services – 20 Points
- Deliverables – 15 Points

B. Experience/References – 10 Points

A maximum of 10 points will be awarded based on the experience and references provided in the response.

C. Quality Assurance and Internal Controls – 10 Points

A maximum of 10 points will be awarded based on the Quality Assurance information provided in the response.

D. Provider Network and Contracting – 5 Points

A maximum of 5 points will be awarded based on the Provider Network information provided in the response.

E. Cost/Pricing Structure – 20 Points

The evaluation for cost/pricing consists of scoring the vendor's proposed pricing structure for the services requested.

7.5 PHASE III – ORAL PRESENTATION

BWC reserves the right to request an oral presentation from any of the responsive and responsible vendors upon completion of Phase II of the evaluation process. The presentation should focus on the scope of the project as presented in this RFP. Such presentations provide the respondent with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also give the evaluation team an opportunity to meet key personnel from the Vendor's organization, to ask questions about the Vendor's proposal and presentation, and to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates.

These presentations will be scheduled on September 5th, 6th, 7th, or 10th, 2012. The requested Vendors will be contacted as soon as possible to allow opportunity to prepare for the presentation.

The presentation will be scheduled at the convenience and discretion of the evaluation committee. The evaluation committee may record any presentations, demonstrations, and interviews. Presentations will be no longer than 90 minutes in length followed by a 30 minute question and answer session.

The evaluation committee normally will not numerically rank the presentation. Rather, the committee may decide to revise its existing Proposal evaluations based on the presentations.

7.6 CONTRACT NEGOTIATIONS

The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at BWC's convenience. The selected Vendor(s) are expected to negotiate in good faith.

Negotiations may be conducted with any Vendor who submits a competitive proposal, but BWC may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Vendor's proposal, as appropriate. Any Vendor whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP, and will be given the opportunity to negotiate revisions to its proposal based on the amended RFP. Should the evaluation process have resulted in a top-ranked proposal, BWC may limit negotiations to only that Vendor and not hold negotiations with any lower-ranking Vendor. If negotiations are unsuccessful with the top-ranked Vendor, BWC may then go down the line of remaining Vendors, according to rank, and negotiate with the next highest-ranking Vendor. Lower-ranking Vendors do not have a right to participate in negotiations conducted in such a manner.

If BWC decides to negotiate with all the remaining Vendors, or decides that negotiations with the top-ranked Vendor are not satisfactory and negotiates with one or more of the lower-ranking Vendors, BWC will then determine if an adjustment in the ranking of the remaining Vendors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Vendors, as adjusted.

Auction techniques that reveal one Vendor's price to another or disclose any other material information derived from competing proposals are prohibited. Any oral modification of a proposal will be reduced to writing by the Vendor as described below.

Following negotiations, BWC may set a date and time for the submission of best and final proposals by the remaining Vendor(s) with which BWC conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, BWC need not require the submissions of best and final proposals.

If best and final proposals are required, they may be submitted only once; unless BWC makes a written determination that it is in BWC's interest to conduct additional negotiations. In such cases, BWC may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If a Vendor does not submit a best and final proposal, the Vendor's previous proposal will be considered the Vendor's best and final proposal.

It is entirely within BWC's discretion whether to permit negotiations. A Vendor must not submit a proposal assuming that there will be an opportunity to negotiate any aspect of the proposal. BWC is free to limit negotiations to particular aspects of any proposal, to limit the Vendors with whom BWC wants to negotiate, and to dispense with negotiations entirely.

BWC generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the top-scoring Vendor's proposal. If negotiations fail with the top-scoring Vendor, BWC may negotiate with the next Vendor in ranking. Alternatively, BWC may decide that it is in BWC's interests to negotiate with all the remaining Vendors to determine if negotiations lead to an adjustment in the ranking of the remaining Vendors.

From the opening of the proposals to the award of the Contract, everyone working on behalf of BWC to evaluate the proposals will seek to limit access to information contained in the proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Vendors, and the evaluation committee will not be allowed to tell one Vendor about the contents of another Vendor's proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Vendor that seeks to gain access to the contents of another Vendor's proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file open to inspection to the public. The written changes will be drafted and signed by the Vendor and submitted to BWC within five (5) business days. If BWC accepts the change, BWC will give the Vendor written notice of BWC's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

If a Vendor fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, BWC may terminate negotiations with that Vendor.

8.0 AWARD OF CONTRACT

8.1 AWARD PROCEDURE

The overall point score for those proposals scored through all three phases will determine the selected Vendor. All Vendors shall be notified by letter of the selection decision. No information will be released by BWC until the official announcement of the award. All offers tendered in response to this RFP shall remain open for a period of ninety (90) days from the date upon which proposals submitted in response hereto are due.

BWC reserves the right to reject any and all proposals received in response to this RFP. The evaluation committee may waive minor defects that are not material when no prejudice will result to the rights of any other vendors, the public, or BWC.

If BWC awards a contract pursuant to this RFP, and the Vendor is unable or unwilling to perform the work within a reasonable time after the contract award under the terms and conditions of the RFP, BWC reserves the right to deem the inability or unwillingness to perform the work to be a withdrawal of that Vendor's proposal and BWC may evaluate any remaining proposals for award of the contract.

If the selected vendor changes its business organization or identity from that described in its proposal before the contract is signed by both parties or before work pursuant to the contract commences, that change may be deemed a material change in circumstances by BWC (for example, if the vendor was selected based in part on its experience, corporate structure, financial responsibility or conflicts of interest, which factors have changed). BWC may withdraw the contract award or BWC may declare the contract void ab initio and BWC may select the next highest scoring vendor for a contract under this RFP.

8.2 CONTRACT EXECUTION

BWC will provide the successful Vendor(s) an Optional-Use Contract for execution based on the draft attached to this RFP. If the Vendor fails to execute such contract within a reasonable time, BWC reserves the right to reject the proposal and award the contract to the next highest scoring Vendor until a contract is negotiated, or BWC decides not to contract.

9.0 SAMPLE CONTRACT – DRAFT

SAMPLE – OPTIONAL-USE CONTRACT – SAMPLE

Between
OHIO BUREAU OF WORKERS' COMPENSATION
And
NAME OF SELECTED VENDOR

This is an Agreement by and between NAME OF SELECTED VENDOR, (hereinafter referred to as the "Vendor"), having offices at ADDRESS OF SELECTED VENDOR, and the State of Ohio, Bureau of Workers' Compensation (hereinafter referred to as the "Bureau"), having offices at 30 W. Spring Street, Columbus, Ohio 43215, entered into the day, month, and year set out below.

Whereas, the Bureau issued a Request for Proposals ("RFP") # BWCB12003 for Catastrophic Claims Case Management Pilot, and the Vendor submitted one of the best responsive and responsible responses to the Request for Proposals;

Now, therefore, the parties hereto mutually agree to perform the contract in accordance with the Request for Proposals and the Vendor's Proposal, which are hereby incorporated by reference as if fully rewritten. Furthermore the parties agree that if there is any conflict between the Request for Proposals and the Vendor's Proposal, the Request for Proposals controls.

CONDITIONS PRECEDENT: It is expressly understood by the parties that the contract is not binding on BWC until such time as all necessary funds are made available and forthcoming from the appropriate State agencies, and such expenditure of funds is approved by the Administrator after execution of the contract by the vendor but before execution by BWC. No contract shall be binding upon either party until receipt by the contracting vendor of a copy of a fully executed contract, and compliance with any and all conditions precedent.

TERM AND RENEWAL: The parties agree that all services promised to be performed pursuant to this Agreement shall commence on October 1, 2012, contingent upon compliance with any and all conditions precedent as provided for herein, and shall be completed by September 30, 2013 unless modified by mutual agreement of the parties.

The Agreement can be renewed for three (3) additional one year periods at the sole and exclusive option of the Bureau.

OHIO ELECTIONS LAW: Contractor hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

CONFLICTS OF INTEREST AND ETHICS COMPLIANCE CERTIFICATION: Contractor affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Contractor affirms that a person who is or may become an agent of Contractor, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

Contractor agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

NAME OF SELECTED VENDOR

Tax ID # _____
BWC Risk # _____

Signature

Printed Name

Printed Title

Date

**STATE OF OHIO, BUREAU OF
WORKERS' COMPENSATION**

Signature

Printed Name

Printed Title

Date

name.doc
dept
date

Appendix – A

Vendor Staff Supporting this Contract

Submitted by (Vendor Name): _____

Provide the information requested in the format below for the vendor staff supporting this contract who would be involved in the catastrophic claims case management services as requested in this RFP.

Staff Member Name	Title / Responsibilities	Years of Experience with Vendor	Years of Experience in Catastrophic Case Management	Certifications / Degrees	Sponsoring Body / School

Additionally, attach a separate resume or bio sheet for each staff member listed above.